Covington: Unmatched quality of life

CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA

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Tuesday, July 23, 2013 | **City Council Chambers**
7:00 p.m. | **16720 SE 271st Street, Suite 100, Covington**

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- End of Session Report – Briahna Taylor, Lobbyist

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: July 9, 2013 City Council Special and Regular Meeting Minutes (Scott)
C-2. Vouchers (Hendrickson)
C-3. Accept Covington Community Park Project (Vondran)
C-4. Accept Street Drainage Maintenance Project (Vondran)
C-5. Approve Contract Amendment for Street Sweeping (Vondran)
C-6. Approve Grant Agreement for Pavement Rehab (Vondran)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: July 11 meeting.
- Arts Chair Sandy Bisordi: July 11 meeting.
- Parks & Recreation Chair Steven Pand: June 19 and July 17 meetings.
- Planning Chair Daniel Key: July 18 meeting; July 4 canceled.
- **Future Meetings:** Economic Development Council: Next meeting August 22.

NEW BUSINESS

1. Consider Appointment to Economic Development Council (Council)
2. Consider Proposed Amendments to Noise Regulations Ordinance (Klason)
3. Consider Developer Agreement Ordinance for Town Center Zone (Hart/Lyons)
4. Consider Amending the City Council Rules to Establish a Commission Exit Interview Process (Matheson)
5. Report on City Credit Cards (Hendrickson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION - Real Estate (RCW 42.30.110(1) (c))

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: APPROVAL OF MINUTES: JULY 9, 2013 CITY COUNCIL 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 July 9, 2013 City Council Regular Meeting Minutes.

City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, July 9, 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 interviews for openings on the Covington Economic Development Council. Applicants interviewed included Binoy Varughese, Kevin Holland, and Steven Pand.

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, July 9, 2013, at 7:07 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:
Margaret Harto, Mark Lanza, David Lucavish, Marlla Mhoon, Jim Scott, and Jeff Wagner.

COUNCILMEMBERS ABSENT:
Wayne Snoey.

STAFF PRESENT:
Derek Matheson, City Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Sara Springer, City Attorney; Scott Thomas, Parks & Recreation Director; Don Vondran, Interim Public Works Director; and Sharon Scott, City Clerk/Executive Assistant.

Council Action: Councilmember Scott moved and Councilmember Mhoon seconded to excuse Councilmember Snoey who was on vacation. Vote: 6-0.

Mayor Harto opened the meeting with the Pledge of Allegiance.

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

PUBLIC COMMUNICATION:
- Bryan Higgins was presented with a proclamation as 2013 Citizen of the Year.
- Julie Stein was presented with a proclamation as 2013 Honorary Citizen of the Year.

The Council recessed at 7:17 p.m. for a short celebration to recognize the citizen and honorary citizen of the year and reconvened at 7:35 p.m.

PUBLIC COMMENT:
Mayor Harto called for public comments.

Barry Anderson, asked Council to continue to leave the door open on the Northern Notch issue and watch for prospects.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: June 25, 2013 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #29620—29681, in the Amount of $254,444.78, Dated June 24, 2013; and Paylocity Payroll Checks #1001373908-1001373922 and Paylocity Payroll Checks #1001374009-101374009 Inclusive, Plus Employee Direct Deposits in the Amount of $159,858.30, Dated July 5, 2013.

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

NEW BUSINESS:

1. Consider Appointment to Covington Economic Development Council.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Lucavish seconded to appoint Kevin Holland to fill Position No. 2 on the Covington Economic Development Council with a term expiring July 31, 2015. Vote: 6-0. Motion carried.

Council Action: Councilmember Lanza moved and Councilmember Mhoon seconded to appoint Binoy Varughese to fill Position No. 8 on the Covington Economic Development Council with a term expiring July 31, 2015. Vote: 2-2-2 (Voting yes: Lanza and Mhoon; voting no: Lucavish and Wagner; abstaining: Harto and Scott.) Motion failed.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Lucavish seconded to appoint Steven Pand to fill Position No. 8 on the Covington Economic Development Council with a term expiring July 31, 2015: Vote: 2-2-2 (Voting yes: Lucavish and Wagner; voting no: Lanza and Mhoon; abstaining: Harto and Scott.) Motion failed.

Council Action: Councilmember Lanza moved and Mayor Pro Tem Wagner seconded to appoint Steven Pand to fill Position No. 8 on the Covington Economic Development Council with a term expiring July 31, 2015: Vote: 4-2 (Voting yes: Harto, Lanza, Lucavish, and Wagner; abstaining: Harto and Scott). Motion carried.

It was later determined that the last three Council votes were invalid and would be voted upon at the next meeting.

2. Briefing on Competitive Bidding.

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

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

3. Briefing on Utility Tax Effective Rate.

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

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

4. Discuss Northern Notch Advocacy.

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

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to uphold the City Council's current policy that supports the addition of the Jenkins Creek Notch to the Urban Growth Boundary area and to direct staff to defer advocacy efforts pending future Council review and direction. Vote: 6-0. Motion carried.

5. Discuss Commission Exit Interviews.

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

Council Action: There was Council consensus to request staff to draft changes to City Council Rules for future review to include the following: exit interviews offered to all departing commissioners; interviews conducted by a Council subcommittee created for the sole purpose of conducting exit interviews; interviews initiated by City Clerk's Office; interviews scheduled prior to council meetings that do not have pre-meetings; some standard questions combined with informal conversation; and outcomes reported by verbal report by interviewer during council/staff comments at the next regular council meeting.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff discussed Future Agenda Topics and made comments.

Council Action: There was Council consensus to cancel the August 13 meeting.

Councilmember Mhoon announced she would be out of town on vacation for the July 23 meeting.

PUBLIC COMMENTS:
Mayor Harto called for public comments.

Barry Anderson, not a Covington resident, thanked Council for its continued support on Agenda Item 4.

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:56 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: July 23, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #29682—29769, in the Amount of $221,280.22, Dated July 9, 2013; and Paylocity Payroll Checks #1001411027-1001411048 and Paylocity Payroll Checks #1001411057-1001411057 Inclusive, Plus Employee Direct Deposits in the Amount of $173,142.78, Dated July 19, 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 #29682—29769, in the Amount of $221,280.22, Dated July 9, 2013; and Paylocity Payroll Checks #1001411027-1001411048 and Paylocity Payroll Checks #1001411057-1001411057 Inclusive, Plus Employee Direct Deposits in the Amount of $173,142.78, Dated July 19, 2013.

July 9, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 29682 Through Check # 29769

In the Amount of $221,280.22

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.

Robert Hendrickson Finance Director	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: 7/12/2013 - 2:07 PM

			Check Amount
Check No:	29682	Check Date: 07/09/2013	
Vendor:	2547	Alexander Party Rentals	
1-309068-02		Covington Days; stage rental, 7/19-7/22	1,001.33
1-309071-01		Summer Concerts; canopy rental, 7/19-8/12/13	1,255.51
			2,256.84
Check No:	29683	Check Date: 07/09/2013	
Vendor:	1705	Alpine Products, Inc.	
TM-132704		Barricade panels	689.30
TM-132704		Summer event signs	659.19
			1,348.49
Check No:	29684	Check Date: 07/09/2013	
Vendor:	2033	Aquatic Specialty Services	
4677		Aquatics; vacuum timer repair	192.65
4680		Aquatics; clean/calibration service, June	124.90
4681		Aquatics; pool chemcials	678.72
			996.27
Check No:	29685	Check Date: 07/09/2013	
Vendor:	2659	Art Gamblin Motors	
1201618		#3424; reflex gator box and frame	750.00
			750.00
Check No:	29686	Check Date: 07/09/2013	
Vendor:	2245	Auto Additions, Inc.	
IN0009537		#3424; super-led amber lights	436.66
			436.66
Check No:	29687	Check Date: 07/09/2013	
Vendor:	2646	Balloon Specialties	
B13062710		Event balloons, ribbon, helium	258.28
B13062710		Aquatics; balloons, ribbon, helium	258.28
			516.56
Check No:	29688	Check Date: 07/09/2013	
Vendor:	0499	Bank of America	
0411-7		Aquatics; foot/tote lockers	62.89
0411-7		Aquatics; receipt printer USB interface card	59.78
0411-7		Aquatics; receipt printer USB interface card, use	-4.73
0411-7		Aquatics; duraflex hinge kit	127.25
0411-7		Aquatics; USB cables	13.48
0411-7		Aquatics; USB cables, use tax	-1.07
0411-7		Aquatics; receipt printer USB interface	59.98
0411-7		Aquatics; receipt printer USB interface, use tax	-4.75
0411-7		Aquatics; balloons, ribbons, laundry detergent, sl	64.07
0848-7		Akramoff farewell celebration cake	30.99

		Check Amount
1030-7	Maint shop; eyewash/drench hose unit	57.73
1030-7	Maint shop; eyewash/drench hose unit	115.46
1030-7	Maint shop; eyewash/drench hose unit	115.46
1030-7	Maint shop; eyewash/drench hose unit, use tax	-4.57
1030-7	Maint shop; eyewash/drench hose unit, use tax	-9.14
1030-7	Maint shop; eyewash/drench hose unit, use tax	-9.14
1030-7	Junkin; work vest	10.41
1030-7	Junkin; work vest	10.42
1030-7	Junkin; work vest	5.21
1030-7	#3416; mobile desk filemaster	74.11
1030-7	#3416; mobile desk filemaster, use tax	-5.87
1030-7	#3416; mobile desk filemaster, use tax	-5.87
1030-7	#3416; mobile desk filemaster, use tax	-2.93
1030-7	#3416; mobile desk filemaster	74.11
1030-7	#3416; mobile desk filemaster	37.05
2923-7	Retiring commissioners; tissue for packing mugs	17.91
2923-7	Wellness mini grant; blood type encyclopedia	21.65
2923-7	Wellness mini grant; blood type encyclopedia, us	-1.71
2923-7	Wellness mini grant; blood type book	14.10
2923-7	Wellness mini grant; blood type book, use tax	-1.12
2923-7	Tree-cutting safety regs	28.24
2923-7	Classified ads; seasonal maintenance worker	25.00
2923-7	Wellness mini grant; blood pressure monitor, coc	59.14
2923-7	Volunteer appreciation dinner; entertainment	240.00
2923-7	Regional Task Force; tablecloth cleaning	55.00
2959-7	Wireless access point	162.89
2959-7	Wireless access point, use tax	-12.90
2959-7	Plotter speakers/UPS	71.64
2959-7	Plotter speakers/UPS, use tax	-5.67
3544-7	Matheson; CEDC agenda meeting, breakfast	8.49
3544-7	Hart; CEDC agenda meeting, breakfast	8.61
3544-7	CEDC agenda meeting, breakfast	35.99
4935-7	Vondran/Bates; Chamber luncheon, June	20.00
4935-7	Vondran/Bates; Chamber luncheon, June	20.00
7021-7	Hendrickson; WFOA annual conference registrat	325.00
7021-7	Hendrickson; GFOA conference parking, hotel, t	1,192.67
7021-7	Slate; PRSA conference hotel, parking, taxi, bag	782.63
7620-7	Credit; Tri-city meeting mugs	-55.60
7620-7	Scott/Michaud; WMCA membership dues	150.00
7620-7	Matheson; Chamber luncheon, June	20.00
7620-7	Hart; Chamber luncheon, June	20.00
7620-7	J. Scott; Chamber luncheon, June	20.00
7620-7	Council chambers frame and mat	68.09
7620-7	Council chambers frame and mat, use tax	-5.39
7620-7	Matheson; WCMA conference registration	350.00
7768-7	CCP grand opening; ribbons, balloons, batteries :	61.81
7768-7	Covington Days; stage rental deposit	20.00
9767-7	Christenson/Meyers; iphone holsters	8.88
9767-7	Christenson/Meyers; iphone holsters, use tax	-0.70
9767-7	Meyers; iphone charge/sync cable	1.90
9767-7	Meyers; iphone charge/sync cable, use tax	-0.15
9767-7	Bykonen; phone holster w/belt clip	7.05
9767-7	Bykonen; phone holster w/belt clip, use tax	-0.56
9767-7	Bykonen; phone holster w/belt clip	7.06
9767-7	Bykonen; phone holster w/belt clip, use tax	-0.56
9767-7	Ogren; phone holster w/belt clip	12.70
9767-7	Ogren; phone holster w/belt clip, use tax	-1.01
9767-7	Ogren; phone holster w/belt clip	1.41
9767-7	Ogren; phone holster w/belt clip, use tax	-0.11

			4,622.71
Check No:	29689	Check Date: 07/09/2013	
Vendor:	2665	British Export	
2665-7		Summer Concert; 7/19/13	1,300.00
			1,300.00
Check No:	29690	Check Date: 07/09/2013	
Vendor:	0026	C&B Awards	
25795		Commissioners Spero/Moriarty; desk and name]	33.66
25795		Commissioner Gilbert-Smith; desk and name pla	16.83
25795		Vondran; desk and name plates	8.42
25795		Vondran; desk and name plates	8.42
			67.33
Check No:	29691	Check Date: 07/09/2013	
Vendor:	2654	Canber Corps	
32021		CCP; landscaping services, June	4,781.68
			4,781.68
Check No:	29692	Check Date: 07/09/2013	
Vendor:	1997	Capital One Commercial	
140913265211		City hall; creamer, paper products, batteries, chai	294.10
140913265211		Maint shop; coffee, paper towels, bath tissue	39.98
140913265211		Maint shop; coffee, paper towels, bath tissue	39.98
140913265211		Maint shop; coffee, paper towels, bath tissue	19.98
			394.04
Check No:	29693	Check Date: 07/09/2013	
Vendor:	0366	City of Covington	
0366-7		Covington Days; stage and canopy permit	113.80
0366-7-1		Summer Events; sign permit	40.00
0366-7-2		Summer Events; sign permit	40.00
0366-7-3		Aquatic Center; building permits	5,952.55
			6,146.35
Check No:	29694	Check Date: 07/09/2013	
Vendor:	AR-City	City of Maple Valley	
		AR Refund; overpayment on account	47.15
			47.15
Check No:	29695	Check Date: 07/09/2013	
Vendor:	2653	Clown Buggie Entertainment	
7202013		Covington Days; balloon twister	250.00
			250.00
Check No:	29696	Check Date: 07/09/2013	
Vendor:	0364	Code Publishing Company	
43968		Municipal code updates, 7/1	692.04
			692.04
Check No:	29697	Check Date: 07/09/2013	
Vendor:	1091	Complete Office Solutions	
967361-0		Paper	119.08
			119.08
Check No:	29698	Check Date: 07/09/2013	

Vendor:	2487	Costco Wholesale Corporation	
2487-7		Traffic mitigation fee, payment 6	84,225.59
			84,225.59
Check No:	29699	Check Date: 07/09/2013	
Vendor:	0537	Covington Water District	
104587-7		Crystal view; water, 5/18-6/21/13	26.35
105731-7		SR 516; water, 5/18-6/21/13	50.40
132670-7		CCP; water, 5/18-6/21/13	2,869.01
			2,945.76
Check No:	29700	Check Date: 07/09/2013	
Vendor:	2670	Dace's Rock 'n' More Music	
2670-		Covington Days; music	300.00
			300.00
Check No:	29701	Check Date: 07/09/2013	
Vendor:	2467	Department of Enterprise Services	
73-1-8408		Vondran; business cards	20.63
73-1-8408		Vondran; business cards	20.63
			41.26
Check No:	29702	Check Date: 07/09/2013	
Vendor:	2658	Fabulous Face Painting	
2013_7_20-21		Covington Days; kid zone, face painting balance	325.00
			325.00
Check No:	29703	Check Date: 07/09/2013	
Vendor:	2045	Goodbye Graffiti Seattle	
18335		Everclean program, July	431.14
			431.14
Check No:	29704	Check Date: 07/09/2013	
Vendor:	2553	Gordon Thomas Honeywell Governmental	
Jun 13 1123		Governmental Affairs services; June	1,666.67
			1,666.67
Check No:	29705	Check Date: 07/09/2013	
Vendor:	0354	Grainger	
9170406236		Aquatics; plastic hangers	72.77
9170406244		Aquatics; submersible sump pump	233.67
9175168260		Aquatics; metering servomotor assemblies	305.60
			612.04
Check No:	29706	Check Date: 07/09/2013	
Vendor:	2648	Hart's Gymnastics	
2648-7		Instructor payment; gymnastics, 5/30-6/20/13	126.40
			126.40
Check No:	29707	Check Date: 07/09/2013	
Vendor:	0677	Margaret Harto	
0677-7		Harto; AWC conference hotel, airfare, taxi	547.48
			547.48
Check No:	29708	Check Date: 07/09/2013	
Vendor:	0867	Home Depot Credit Services	
0144838		Maint shop; insecticide	6.48

0144838	Maint shop; insecticide	6.48
0144838	Maint shop; insecticide	3.24
0564025	Aquatics; outlet covers	7.58
1110050	Return, CCP; garden stakes	-31.78
16402	City hall; keys	4.06
3010585	Maint shop; fence boards	10.80
3010585	Maint shop; fence boards	21.60
3010585	Maint shop; fence boards	21.59
3071990	CCP; temporary fence supplies	3.21
3184791	Rental refund; chipper deposit	-300.00
3191657	Rental; chipper deposit	300.00
4015388	Lumber	22.09
5073647	Aquatics; railing supplies	63.84
5073647	Park sign supplies	42.49
5073696	Park signs, paint supplies	62.37
5073696	Aquatics; railing supplies	22.74
5093128	Ridgid extension cords/canopy	674.52
5160088	Return; canopy	-217.89
6014983	Ridgid extension cord	150.95
6014983	Screws	5.13
6062698	Caution tape	17.31
7017147	CCP; arbor materials	47.59
7062626	CCP; garden stakes, flagging tape	36.09
7564951	Aquatics; scissors, hose hanger, parts, hose	149.52
7564957	Maint shop; vacuum accessory	2.81
7564957	Maint shop; vacuum accessory	5.64
7564957	Maint shop; vacuum accessory	5.64
8016902	Maint shop; nut/washer	0.48
8016902	Maint shop; nut/washer	0.97
8016902	Maint shop; nut/washer	0.97
8074909	Park signs; paint supplies	30.49
8564217	Aquatics; wall hangers, wire	10.73
8583069	Maint shop; pipes, cement, washers, adapters, co	9.61
8583069	Maint shop; pipes, cement, washers, adapters, co	9.61
8583069	Maint shop; pipes, cement, washers, adapters, co	4.80
9016558	Maint shop; jig saw	25.85
9016558	Maint shop; jig saw	51.69
9016558	Maint shop; jig saw	51.69
9070843	Maint shop; jig saw blades	3.03
9070843	Maint shop; jig saw blades	3.03
9070843	Maint shop; jig saw blades	1.51
		1,348.56
Check No: 29709	Check Date: 07/09/2013	
Vendor: 1722	Honey Bucket	
1-682489	CCP; portable toilets, 6/13-7/12/13	258.00
		258.00
Check No: 29710	Check Date: 07/09/2013	
Vendor: 2234	Issaquah Honda Kubota	
23429	#3370; replacement fan	3.22
23429	#3370; replacement fan	6.44
23429	#3370; replacement fan	6.45
		16.11
Check No: 29711	Check Date: 07/09/2013	
Vendor: 2649	John Deere Landscapes, Inc.	
65091349	CCP; Calsense irrigation software	1,067.63

			1,067.63
Check No:	29712	Check Date: 07/09/2013	
Vendor:	1701	Johnsons Home & Garden	
376944		Aquatics; compression union	7.58
377147		Aquatics; compression coupler	10.26
377216		City hall; slot track	7.59
377296		Community event sign hardware	19.90
			45.33
Check No:	29713	Check Date: 07/09/2013	
Vendor:	0050	Kent School District	
0050-7		School mitigation payable; June	27,430.00
			27,430.00
Check No:	29714	Check Date: 07/09/2013	
Vendor:	0143	King County Finance	
23842-23842		CIP 1028; Overlay, 5/1-5/31/13	203.91
3000550		Jail costs, 5/1-5/31/13	481.85
4077935		Maint; sewer treatment, 4/1-6/30/13	9.71
4077935		Maint; sewer treatment, 4/1-6/30/13	19.43
4077935		Maint; sewer treatment, 4/1-6/30/13	19.43
			734.33
Check No:	29715	Check Date: 07/09/2013	
Vendor:	0541	King County Fleet Admin	
210171		#3416; tire swap	127.09
			127.09
Check No:	29716	Check Date: 07/09/2013	
Vendor:	0204	King County Pet Licensing	
0204-7		Pet license remittance; June	445.00
			445.00
Check No:	29717	Check Date: 07/09/2013	
Vendor:	0273	King County Water & Land	
23340		WRIA watershed planning; 1st trimester 2013	2,469.33
			2,469.33
Check No:	29718	Check Date: 07/09/2013	
Vendor:	2490	Law Office of Theresa and Phillip Griffin	
2490-7		Public defender; video court, April/May	2,750.00
			2,750.00
Check No:	29719	Check Date: 07/09/2013	
Vendor:	1622	Law Offices of Thomas R Hargan, PLLC	
13-CV06		Prosecution services through 6/30/13	4,565.30
			4,565.30
Check No:	29720	Check Date: 07/09/2013	
Vendor:	0400	Les Schwab	
38600098759		#3420; suspension installation	195.48
			195.48
Check No:	29721	Check Date: 07/09/2013	
Vendor:	1131	Lincoln Equipment, Inc.	
SI216721		Aquatics; pace clock replacement parts	235.38

SI216721		Aquatics; pace clock	359.77
SI216722		Aquatics; anti wave extension hooks	193.74
			788.89
Check No:	29722	Check Date: 07/09/2013	
Vendor:	2114	Lloyd Enterprises, Inc.	
4		Aqua Vista; construction, 5/23-6/24/13	10,993.08
4		Aqua Vista; retainage, 5/23-6/24/13	-549.65
			10,443.43
Check No:	29723	Check Date: 07/09/2013	
Vendor:	1736	Salina Lyons	
13-14		Lyons; 2013 flexible spending	592.46
			592.46
Check No:	29724	Check Date: 07/09/2013	
Vendor:	1719	Derek Matheson	
1719-7		Matheson; AWC conference hotel, mileage, per (	440.02
			440.02
Check No:	29725	Check Date: 07/09/2013	
Vendor:	0668	Merry Makers, Inc.	
214093		Covington Days; Kid Zone, amusement balance	4,677.54
			4,677.54
Check No:	29726	Check Date: 07/09/2013	
Vendor:	1796	Robert Meyers	
1796-7		Meyers; fire marshal exam fees	180.00
			180.00
Check No:	29727	Check Date: 07/09/2013	
Vendor:	2550	Motorplex Pro-Tow	
71126		#2883; oil/filter service	139.93
			139.93
Check No:	29728	Check Date: 07/09/2013	
Vendor:	1688	Mountain Mist	
054257-7		City hall; bottled water, June	102.28
054257-7		Aquatics; bottled water, June	42.07
054257-7		Maint shop; bottled water, June	7.30
054257-7		Maint shop; bottled water, June	14.59
054257-7		Maint shop; bottled water, June	14.59
			180.83
Check No:	29729	Check Date: 07/09/2013	
Vendor:	1487	NAPA Auto Parts	
673130		#2900; battery	97.73
673219		#3420; adapter	8.68
673324		Maint shop; connectors	2.05
673324		Maint shop; connectors	4.11
673324		Maint shop; connectors	4.11
673368		Maint shop; butane fuel/credit on connectors	0.29
673368		Maint shop; butane fuel/credit on connectors	0.29
673368		Maint shop; butane fuel/credit on connectors	0.14
673879		#3424; loom/wire	16.82
674705		Maint shop; air compressor fitting	2.43
674705		Maint shop; air compressor fitting	4.86

674705		Maint shop; air compressor fitting	4.87
			146.38
Check No:	29730	Check Date: 07/09/2013	
Vendor:	1327	Ethan Newton	
1327-7		Newton; mileage reimbursement, June	175.94
			175.94
Check No:	29731	Check Date: 07/09/2013	
Vendor:	0682	Nextel Communications	
591066496-053		Christenson; internet connection card, 6/21-7/20/	49.99
591066496-053		Internet connection card, 6/21-7/20/13	40.99
			90.98
Check No:	29732	Check Date: 07/09/2013	
Vendor:	1476	Northend Truck Equipment, Inc.	
1028404		#2745; wireless retro kit for sander	417.34
			417.34
Check No:	29733	Check Date: 07/09/2013	
Vendor:	2524	Northwest Tri & Bike	
13759		Aquatics; resale items, goggles, swim cap, ear pl	916.71
			916.71
Check No:	29734	Check Date: 07/09/2013	
Vendor:	2555	NuCO2 LLC	
38423098		Aquatics; CO2 for pH control	48.90
			48.90
Check No:	29735	Check Date: 07/09/2013	
Vendor:	1432	Pacific Topsoils, Inc.	
8235		Dump brush disposal fee	109.00
8237		Dump brush disposal fee	109.00
8260		Dump brush disposal fee	327.00
			545.00
Check No:	29736	Check Date: 07/09/2013	
Vendor:	0057	Petty Cash	
0057-7		Covington Days Festival; petty cash	500.00
			500.00
Check No:	29737	Check Date: 07/09/2013	
Vendor:	0841	PNWSTMA	
0841-7		Dalton; Ball field seminar, registration	4.00
0841-7		Dalton; Ball field seminar, registration	4.00
0841-7		Dalton; Ball field seminar, registration	2.00
			10.00
Check No:	29738	Check Date: 07/09/2013	
Vendor:	2511	Professional Audio Enterprise	
2511-7		Covington Days; DJ and music	995.00
			995.00
Check No:	29739	Check Date: 07/09/2013	
Vendor:	0973	Public Finance Inc.	
0001657		LID adminstration; 3rd Quarter 2013	121.50

			121.50
Check No:	29740	Check Date: 07/09/2013	
Vendor:	2512	Recess Monkey	
2512-7		Summer Concert; 7/26/13	800.00
			800.00
Check No:	29741	Check Date: 07/09/2013	
Vendor:	2630	Republic Services #176	
0176-003773428		Maint shop; disposal, 6/1-6/30/13	118.59
0176-003773428		Maint shop; disposal, 6/1-6/30/13	237.18
0176-003773428		Maint shop; disposal, 6/1-6/30/13	237.18
0176-003773579		Aquatics; waste disposal, 6/1-6/30/13	255.91
			848.86
Check No:	29742	Check Date: 07/09/2013	
Vendor:	2250	SBS Legal Services	
C027		Legal services; June	5,000.00
			5,000.00
Check No:	29743	Check Date: 07/09/2013	
Vendor:	0345	Sharon Scott	
0345-7		Frame; Akramoff farewell memory gift	32.84
			32.84
Check No:	29744	Check Date: 07/09/2013	
Vendor:	2207	db Secure Shred, LLC	
1527062013		Secure document destruction	22.39
			22.39
Check No:	29745	Check Date: 07/09/2013	
Vendor:	2514	SevenJam, USA	
2514-7-2		Summer Concert; sound, 7/26/13	250.00
			250.00
Check No:	29746	Check Date: 07/09/2013	
Vendor:	2514	SevenJam, USA	
2514-7		Covington Days; sound	800.00
			800.00
Check No:	29747	Check Date: 07/09/2013	
Vendor:	2514	SevenJam, USA	
2514-7-1		Summer Concert; sound, 7/19/13	250.00
			250.00
Check No:	29748	Check Date: 07/09/2013	
Vendor:	1905	Sharp Electronics Corporation	
C777802-701		Police copier; usage, 5/28-6/17/13	18.46
C778486-701		Copier; usage, 5/15-6/15/13	25.62
C778486-701		Copier; usage, 5/15-6/15/13	38.44
C778487-701		Reception copier; usage, 5/28-6/17/13	9.33
			91.85
Check No:	29749	Check Date: 07/09/2013	
Vendor:	2044	Karla Slate	
2044-7		Covington Days; kid craft area supplies	58.70

			58.70
Check No:	29750	Check Date: 07/09/2013	
Vendor:	0736	Sound Security, Inc.	
0638232-IN		Security monitoring; July	973.00
			973.00
Check No:	29751	Check Date: 07/09/2013	
Vendor:	1158	Sprint Rothhammer Intl, Inc.	
89492A		Aquatics; resale items, goggles, caps, earplugs, n	271.52
			271.52
Check No:	29752	Check Date: 07/09/2013	
Vendor:	2667	Patricia Stacy	
2667-7		Refund; pet license renewal	15.00
			15.00
Check No:	29753	Check Date: 07/09/2013	
Vendor:	0281	Standard Insurance Company	
00635551-0001-7		Life Insurance Premiums, July	94.59
00635551-0001-7		Life Insurance Premiums, July	100.83
00635551-0001-7		Life Insurance Premiums, July	85.55
00635551-0001-7		Life Insurance Premiums, July	404.78
00635551-0001-7		Life Insurance Premiums, July	164.72
00635551-0001-7		Life Insurance Premiums, July	464.34
00635551-0001-7		Life Insurance Premiums, July	315.03
00635551-0001-7		Life Insurance Premiums, July	579.77
00635551-0001-7		Life Insurance Premiums, July	182.94
00635551-0001-7		Life Insurance Premiums, July	93.44
00635551-0001-7		Life Insurance Premiums, July	7.91
00635551-0001-7		Life Insurance Premiums, July	567.32
00635551-0001-7		Life Insurance Premiums, July	355.08
			3,416.30
Check No:	29754	Check Date: 07/09/2013	
Vendor:	0070	State Treasurer	
0070-7		State building permits payable; Jan - June 2013	508.50
			508.50
Check No:	29755	Check Date: 07/09/2013	
Vendor:	2666	The Sunshine Tiki Hut, LLC	
2666-7		Refund; Covington Days Festival Booth	200.00
			200.00
Check No:	29756	Check Date: 07/09/2013	
Vendor:	2618	Taproot Architects, LLC	
02		Aquatic Center; architectural/engineering, 5/8-6/	7,873.00
			7,873.00
Check No:	29757	Check Date: 07/09/2013	
Vendor:	2500	Tetra Tech, Inc.	
50690279		Hazard Mitigation Plan; services to 5/24/13	15,136.13
			15,136.13
Check No:	29758	Check Date: 07/09/2013	
Vendor:	2526	Topsy Turvy Bouncers	
2526		Kids Fest; inflatables	467.07

			467.07
Check No:	29759	Check Date: 07/09/2013	
Vendor:	2103	US Bancorp Equip Finance Inc.	
231122326		Police copier; lease	102.00
231348590		Police copier; lease	93.40
231992140		Copier lease	86.88
231992140		Copier lease	130.32
			412.60
Check No:	29760	Check Date: 07/09/2013	
Vendor:	0357	Valley Communications	
14121		800 MHz access fee; June	75.00
			75.00
Check No:	29761	Check Date: 07/09/2013	
Vendor:	0046	Verizon Wireless	
9706880239		Cellular services; 6/21-7/20/13	67.58
9706880239		Cellular services; 5/24-7/20/13	54.86
9706880239		Cellular services; 6/20-7/20/13	195.20
9706880239		Cellular services; 5/24-7/20/13	411.07
9706880239		Cellular services; 6/21-7/20/13	374.71
9706880239		Bykonen; cellular phone	54.30
9706880239		Maintenance crew; cellular phones	78.15
9706880239		Meyers/Christensen/Ogren/Bykonen; cellular ph	152.03
9706880239		Maintenance crew; cellular phones	121.55
9706880239		Maintenance crew; cellular phones	39.08
9706880239		Cellular services; 6/21-7/20/13	97.60
			1,646.13
Check No:	29762	Check Date: 07/09/2013	
Vendor:	0819	Don Vondran	
13-15		Vondran; 2013 flexible spending	43.56
			43.56
Check No:	29763	Check Date: 07/09/2013	
Vendor:	2262	Voyager Fleet Systems Inc.	
869285460326		Vehicle fuel	1,678.28
			1,678.28
Check No:	29764	Check Date: 07/09/2013	
Vendor:	1408	Washington Workwear Stores Inc.	
1124		Fealy; work jean/shirt	12.79
1124		Fealy; work jean/shirt	25.58
1124		Fealy; work jean/shirt	25.57
1131		Dalton; work pants	13.03
1131		Dalton; work pants	13.03
1131		Dalton; work pants	6.51
1133		Ear plugs	7.82
1133		Ear plugs	15.63
1133		Ear plugs	15.64
1134		Allen; work jeans	15.63
1134		Allen; work jeans	15.64
1134		Allen; work jeans	7.82
			174.69
Check No:	29765	Check Date: 07/09/2013	

			Check Amount
Vendor:	2652	Wells Fargo Financial Leasing	
5000241527		Plotter lease; 7/10-8/9/13	228.97
			228.97
Check No:	29766	Check Date: 07/09/2013	
Vendor:	2623	Westhill Electronics	
2029		#3416/3420; vehicle signal lighting	963.28
			963.28
Check No:	29767	Check Date: 07/09/2013	
Vendor:	0086	WFOA	
1247954-5757392		Parker/Hagen; WFOA training, registration	130.00
			130.00
Check No:	29768	Check Date: 07/09/2013	
Vendor:	2669	WSU Puyallup Plant Clinic	
2669-7		Turf grass diagnosis	40.00
			40.00
Check No:	29769	Check Date: 07/09/2013	
Vendor:	1894	Diana Ziolkowski	
1894-7		Facility monitoring; 7/8	27.00
1894-7-1		Facility maintenance; 6/10 & 7/8	36.00
			63.00
		Date Totals:	221,280.22
		Report Total:	221,280.22

July 19, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 07/19/13 consisting of:

PAYLOCITY CHECK # 1001411027 through PAYLOCITY CHECK # 1001411048 and PAYLOCITY CHECK # 1001411057 through PAYLOCITY CHECK # 1001411057 inclusive, plus employee direct deposits

IN THE AMOUNT OF $173,142.78

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: _____

07/19/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
105502	Regular	7/19/2013	Bates, Krista	88.66
105503	Regular	7/19/2013	Kirshenbaum,	540.96
105504	Regular	7/19/2013	Lyon, Valerie	1,441.43
105505	Regular	7/19/2013	Matheson, Derek M	4,622.79
105506	Regular	7/19/2013	Mhoon, Darren S	1,388.97
105507	Regular	7/19/2013	Michaud, Joan M	1,915.90
105508	Regular	7/19/2013	Scott, Sharon G	2,465.06
105509	Regular	7/19/2013	Slate, Karla J	2,456.13
105510	Regular	7/19/2013	Hart, Richard	3,527.38
105511	Regular	7/19/2013	Mueller, Ann M	1,338.44
105512	Regular	7/19/2013	Cles, Staci M	1,766.42
105513	Regular	7/19/2013	Hagen, Lindsay K	1,425.43
105514	Regular	7/19/2013	Hendrickson,	3,647.90
105515	Regular	7/19/2013	Parker, Cassandra	2,406.24
105516	Regular	7/19/2013	Harto, Margaret	457.60
105517	Regular	7/19/2013	Lanza, Mark	381.69
105518	Regular	7/19/2013	Mhoon, Marlla	391.69
105519	Regular	7/19/2013	Scott, James A	405.57
105520	Regular	7/19/2013	Wagner, Jeffrey	415.57
105521	Regular	7/19/2013	Allen, Joshua C	2,000.33
105522	Regular	7/19/2013	Dalton, Jesse J	2,107.54
105523	Regular	7/19/2013	Fealy, William J	1,769.63
105524	Regular	7/19/2013	Gallagher, Michael	966.30
105525	Regular	7/19/2013	Gaudette, John J	1,917.68
105526	Regular	7/19/2013	Junkin, Ross D	2,770.95
105527	Regular	7/19/2013	Wesley, Daniel A	2,156.30
105528	Regular	7/19/2013	Bykonen, Brian D	3,059.08
105529	Regular	7/19/2013	Christenson, Gregg	2,703.01
105530	Regular	7/19/2013	Lyons, Salina K	2,104.44
105531	Regular	7/19/2013	Meyers, Robert L	3,194.82
105532	Regular	7/19/2013	Thompson, Kelly	2,030.85
105533	Regular	7/19/2013	Morrissey, Mayson	2,683.49
105534	Regular	7/19/2013	Bahl, Rachel A	1,631.35
105535	Regular	7/19/2013	MacConaghy,	1,456.80
105536	Regular	7/19/2013	Martinsons,	211.44
105537	Regular	7/19/2013	Newton, Ethan A	2,135.72
105538	Regular	7/19/2013	Patterson, Clifford	2,418.70
105539	Regular	7/19/2013	Thomas, Scott R	3,422.10
105540	Regular	7/19/2013	Akramoff, Glenn A	5,278.32
105541	Regular	7/19/2013	Bates, Shellie L	1,931.73
105542	Regular	7/19/2013	Buck, Shawn M	1,554.35
105543	Regular	7/19/2013	French, Fred	683.73
105544	Regular	7/19/2013	Parrish, Benjamin A	1,785.74
105545	Regular	7/19/2013	Vondran, Donald M	3,731.91
105546	Regular	7/19/2013	Andrews, Kaitlyn E	451.75
105547	Regular	7/19/2013	Archuleta,	692.96
105548	Regular	7/19/2013	Cox, Cory R	240.21
105549	Regular	7/19/2013	Cox, Jillian E	86.05
105550	Regular	7/19/2013	Cox, Melissa	191.51
105551	Regular	7/19/2013	Cranstoun,	120.87
105552	Regular	7/19/2013	Felcyn, Adam	514.74
105553	Regular	7/19/2013	Foxworthy,	22.63
105554	Regular	7/19/2013	Gehring, John T	433.04
105555	Regular	7/19/2013	Greene, Lyndsey B	215.83
105556	Regular	7/19/2013	Hendricks, Cole M	87.44
105557	Regular	7/19/2013	Hendricks, Dane G	226.02
105558	Regular	7/19/2013	Houghton,	92.76

105559	Regular	7/19/2013	Kim, Tabitha J	143.68
105560	Regular	7/19/2013	Kiselyov, Tatyana	533.52
105561	Regular	7/19/2013	Lanz, Avalon A.	294.35
105562	Regular	7/19/2013	Loeppky, Janna	708.68
105563	Regular	7/19/2013	Middleton, Jordan	562.91
105564	Regular	7/19/2013	Mooney, Lynell	217.54
105565	Regular	7/19/2013	Perko, Alyssa M.	92.38
105566	Regular	7/19/2013	Perko, Roxanne H	280.82
105567	Regular	7/19/2013	Praggastis,	514.62
105568	Regular	7/19/2013	Reese, Rachel E	264.36
105569	Regular	7/19/2013	Tomalik, Stefan A	283.53
105570	Regular	7/19/2013	Tran, Jenifer	256.27
105571	Regular	7/19/2013	von Michalofski,	346.91
105572	Regular	7/19/2013	Wardrip, Spencer A	508.79
105573	Regular	7/19/2013	Beaufrere, Noreen	2,733.79
105574	Regular	7/19/2013	Throm, Victoria J	1,922.53
1001411027	Regular	7/19/2013	Newell, Nancy J	105.28
1001411028	Regular	7/19/2013	Lucavish, David	415.57
1001411029	Regular	7/19/2013	Snoey, Wayne	187.19
1001411030	Regular	7/19/2013	Cruckshank,	924.04
1001411031	Regular	7/19/2013	Terwillegar, Jeremy	919.36
1001411032	Regular	7/19/2013	Witherrite, F. Dean	1,023.41
1001411033	Regular	7/19/2013	Ogren, Nelson W	2,723.07
1001411034	Regular	7/19/2013	Bell, Colin Q	516.24
1001411035	Regular	7/19/2013	Carkeek, Lena	667.60
1001411036	Regular	7/19/2013	Cochran, Jonathan	21.98
1001411037	Regular	7/19/2013	Jensen, Emily A	32.96
1001411038	Regular	7/19/2013	Jensen, Rachel	552.84
1001411039	Regular	7/19/2013	Johansen, Andrea	470.82
1001411040	Regular	7/19/2013	Lipinski, Matthew	104.39
1001411041	Regular	7/19/2013	Mayes, Annika L	250.33
1001411042	Regular	7/19/2013	Panzer, Erika	125.17
1001411043	Regular	7/19/2013	Praggastis, Elena C	19.32
1001411044	Regular	7/19/2013	Quintos, Edward	87.44
1001411045	Regular	7/19/2013	Reynolds, Shannon	151.62
1001411046	Regular	7/19/2013	Rinck, Tyler P	60.44
1001411047	Regular	7/19/2013	Vieira, Logan G	228.10
1001411048	Regular	7/19/2013	Wunschel, Ethan G.	257.28
Totals for Payroll Checks		**95 Items**		**109,675.08**

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
105575	AGENCY	7/19/2013	ICMA Retirement	17,823.68
105576	AGENCY	7/19/2013	Vantagepoint	379.42
105577	AGENCY	7/19/2013	City of Covington	2,794.84
105578	AGENCY	7/19/2013	Paylocity	125.00
105579	AGENCY	7/19/2013	City of Covington	104.00
105580	AGENCY	7/19/2013	ICMA Retirement	14,402.40
105581	AGENCY	7/19/2013	ICMA Retirement	1,867.79
105582	AGENCY	7/19/2013	ICMA Retirement	192.00
105583	AGENCY	7/19/2013	HRA VEBA Trust	4,787.60
1001411057	AGENCY	7/19/2013	WASH CHILD	110.41
Totals for Third Party Checks		**10 Items**		**42,587.14**

Tax Liabilities	20,489.98
Paylocity Fees	390.58
Grand Total	**173,142.78**

Consent Agenda Item C-3

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: ACCEPTANCE OF COVINGTON COMMUNITY PARK – PHASE 1 CAPITAL PROJECT (CIP 1010).

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

ATTACHMENT(S):
1. Final Contract Voucher Certificate
2. Notice of Completion of Public Works Contract

PREPARED BY: Don Vondran, PE, Interim Public Works Director

EXPLANATION:
The Covington City Council awarded the Covington Community Park (CCP) – Phase 1 project to Goodfellow Brothers on June 12, 2012. Significant improvements were constructed during this project, some of which are listed as follows:

- Construction of full length natural grass soccer field with under drainage.
- Construction of approximately a mile of ADA compliant asphalt and crushed rock surface trails.
- Natural boardwalk crossing on trail system.
- Wetland mitigation and enhancement areas.
- Parking area for 39 vehicles.
- Full irrigation system to support soccer field and area landscaping.
- Drainage system to support runoff and feed wetland areas.

There were several unforeseen challenges associated with the construction of the park. Some of those are listed below:

- Abandoned meth lab discovered. Proper clean-up and testing procedures followed.
- Significant ground water challenges causing sloughing of graded slopes. Additional armoring and drainage devices were needed.
- Soft soils encountered under soccer field. Fabric installed to “bridge” soft soils.
- Additional swale construction due to ground water.
- Decommissioning unknown septic tank.

FISCAL IMPACT:
The project was completed within budget. The council authorized awarding the project in the amount of $1,417,467 to Goodfellow Bros. on June 12, 2012. In addition, the council authorized the use of cumulative reserve funds up to $100,000 as a contingency (typically 10% of construction amount) to address unforeseen issues that may arise during construction. This was necessary at the time because the King Conservation District (KCD) had a court ruling that jeopardized the funds that were allocated to Covington in the amount of $100,569. The final

construction cost for the project was $1,446,756.03. Although there were several unforeseen challenges associated with the park, the overall project cost only exceeded the contract amount by $29,289.03 (approximately 2% of the contract amount). This was primarily accomplished by the efficient work by Goodfellow Bros and negotiations by staff and the design consultant with the contractor for savings found during construction. In addition, no funds were needed from the cumulative reserve fund due to the fact that funds were obtained from KCD, after awarding the project, in the amount of $46,394 (the remaining KCD funds will be used in a separate contract for interpretive trail signage and native plant restoration along the new trails in CCP). Funding sources for this project included grants from the Recreation and Conservation Office, Department of Commerce (Legislative Appropriation), Youth Sports Facilities Grants and King Conservation District as well as funding from the King County Parks Levy.

CITY COUNCIL ACTION: ____ Ordinance _____ Resolution __X__ Motion _____ Other

Council member _____ moves, Council member _____ seconds, to accept the Covington Community Park – Phase 1 Capital Project as completed and process final closeout paperwork.

REVIEWED BY: City Manager, City Attorney, Finance Director

Final Contract
Voucher Certificate

Contractor: **Goodfellow Bros., Inc.**			
Street Address **P.O. Box 1419, 22035 SE Wax Road #14**			
City **Maple Valley**	State **Washington**	Zip **98038**	Date **June 20, 2013**
Project Number (Owner) **CIP 1010**			
Job Description (Title) **Covington Community Park – Phase 1**			
Date Work Physically Completed **May 31, 2013**		Final Amount **1,446,756.03**	

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Covington (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Covington; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Covington for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Covington from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X _____
Contractor Authorized Signature Required

LANE SHINNICK
Printed Signature Name

Subscribed and sworn before me this 26th day of JUNE 13

X _____ Notary Public in and for the State of WASHINGTON

Residing at Maple Valley

LINDA M. HOWELL-KING NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 8-28-16

City of Covington (Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date: 7/3/13

X _____
Project Engineer/Project Administrator Signature

X _____
City of Covington (Owner)

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 048000968

Date: 7/10/2013

Name & Address of Public Agency	Department Use Only
City of Covington 16720 SE 271st Street, Suite 100 Covington, WA 98042-4964 **UBI Number:**	Assigned to: Date Assigned:

Notice is hereby given relative to the completion of contract or project described below

Project Name	Contract Number	Job Order Contracting
Covington Community Park - Phase 1	CIP 1010	☐ Yes ☒ No

Description of Work Done/Include Jobsite Address(es)

Phase 1 Improvements to the 30 acre Covington Community Park located on the SW corner of the intersection of SE 240th Street and 180th Ave SE in Covington, WA. This contract provides for the construction of a natural grass soccer field, parking for 39 cars, asphalt and crushed rock surface trails, planting and wetland mitigation.

Federally funded road transportation project? ☐ Yes ☑ No

Contractor's Name	Telephone Number	Affidavit ID*
Goodfellow Bros Inc	(509) 662-7111	

Contractor Address

PO Box 598, Wenatchee, WA 98801

If Retainage is Bonded, List Surety's Name (or attach a copy)

N/A

Surety Agent's Address

N/A

Date Contract Awarded	Date Work Commenced	Date Work Completed	Date Work Accepted
6/12/2012	7/23/2012	5/31/2013	7/23/2013

Contract Amount	$ 1,417,467.00			
Additions (+)	$ 29,289.03		Liquidated Damages $	
Reductions (-)	$		Amount Disbursed $	1,374,418.23
Sub-Total	$ 1,446,756.03		Amount Retained $	72,337.80
Amount of Sales Tax Paid at 0%				
(If various rates apply, please send a breakdown)	$			
TOTAL	$ **1,446,756.03**		**TOTAL** $	**1,446,756.03**

NOTE: These two totals must be equal

Please List all Subcontractors and Sub-tiers Below:

Subcontractor's Name:	UBI Number: (Required)	Affidavit ID*
Water Buffalo Inc.	601735993	455783
Ashford Electric & Const Co	600640030	442387
Krazan & Associates	601498409	
Lakeside Industries Inc	601106847	451209
Terra Dynamics Inc	601030794	454314
Wilson Concrete Inc	602168956	
Corliss Resources Inc	602237779	457191
Pacific Concrete Services LLC	602126314	454137

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Continued on page 2

Please List all Subcontractors and Sub-tiers Below:

Subcontractor's Name:	UBI Number: (Required)	**Affidavit ID***
Miles Sand & Gravel	171004760	454641
Stanley Patrick Striping Co	602015949	457995
Unlimited Fence Company	602313415	454702

Comments:

Contact Name: Don Vondran

Title: Interim Public Works Director

Email Address: dvondran@covingtonwa.gov

Phone Number: (253)480-2462

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Affidavit ID* - Provide known ones at this time. No LNI release will be granted until all affidavits are completed.
Submitting Form: Please submit the completed form to all three agencies below. For a faster response, please submit by e-mail.

Washington State
Department of Revenue
Public Works Section
PO Box 47474
Olympia WA 98504-7474
(360) 725-7588
FAX (360) 664-4159
PWC@dor.wa.gov

Washington State
Department of Labor and Industries
Contract Release
PO Box 44274
Olympia, WA 98504-4272
(360) 902-5772
FAX (360) 902-6897
ContractRelease@lni.wa.gov

Washington State
Employment Security Department
Registration, Inquiry, Standards & Coordination Unit
PO Box 9046
Olympia WA 98507-9046
(360) 902-9450
Fax (360) 902-9287
publicworks@esd.wa.gov

For tax assistance or to request this document in an alternate format, visit http://dor.wa.gov or call 1-800-647-7706.
Teletype (TTY) users may call (360) 705-6718.

F215-038-000 07-2012
REV 31 0020e (07/06/12)

Consent Agenda Item C-4

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: ACCEPTANCE OF SE 268TH STREET DRAINAGE MAINTENANCE PROJECT (CIP 1026).

RECOMMENDED BY: Don Vondran, PE, Interim Public Works Director

ATTACHMENT(S):
1. Final Contract Voucher Certificate
2. Notice of Completion of Public Works Contract

PREPARED BY: Ben Parrish, Engineering Technician II

EXPLANATION:
The Covington City Council awarded the SE 268th Street Drainage Maintenance Project to Lloyd Enterprises Incorporated on August 14, 2012. Significant improvements were constructed during this project, some of which are listed as follows:

- Retrofitted two outfalls to Pipe Lake with water quality filter vaults.
- Installed new outfall pipe through a private park to eliminate existing erosion issues.
- Installed new drainage system in SE 268th Street to resolve flooding issues from runoff.
- Pulverized and paved 400+ feet of failing roadway.

FISCAL IMPACT:
The project was completed within budget. The council authorized awarding the project within the budget of $256,270 (based on engineer's estimate) on August 14, 2012. The final construction cost for the project was $247,170.93. Although the project was completed within budget, the contract did exceed the contractor's bid amount (below engineer's estimate) plus contingency in the amount of $553.88 and council must be notified when this is exceeded per our Purchasing Policies and Procedures.

The funding of the construction project included a grant of $136,220 from the Department of Ecology and $39,319 from the King County Flood Control Opportunity Fund. Funding sources for this project included grants from the Department of Ecology and King County Flood Control.

CITY COUNCIL ACTION: ____ Ordinance _____ Resolution __X__ Motion _____ Other

Council member _____ moves, Council member _____ seconds, to accept the SE 268th Street Drainage Maintenance Project as completed and process final closeout paperwork.

REVIEWED BY: City Manager, City Attorney, Finance Director

Final Contract Voucher Certificate

Contractor Lloyds Enterprises, Inc.			
Street Address 34667 Pacific Highway South			
City Federal Way	State WA	Zip 98003	Date June 25, 2013
Project Number (Owner) City of Covington			
Job Description (Title) SE 268th Street Drainage Maintenance Project			
Date Work Physically Completed 6/07/13	Final Amount $247,170.93		

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Covington (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Covington (Owner); I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Covington (Owner) for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Covington (Owner) from any and all claims of whatsoever nature which I may have, arising our of the performance of said contract, which are not set forth in said estimate.

x Luann Davis
Contractor Authorized Signature Required

Luann Davis
Type Signature Name

Subscribed and sworn to before me this 1st day of July, 20 13

x Cheryl R Strom Notary Public in and for the State of Washington

Residing at Auburn, WA

CHERYL R STROM
COMMISSION EXPIRES
NOTARY PUBLIC
STATE OF WASHINGTON

City of Covington (Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date 7/3/13

x
Project Engineer

x
City of Covington (Owner)

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Covington (Owner) for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 171004642

Date:

Name & Address of Public Agency	Department Use Only
City of Covington 16720 SE 271st Street, Suite 100 Covington, WA 98042-4964 **UBI Number:**	Assigned to: Date Assigned:

Notice is hereby given relative to the completion of contract or project described below

Project Name	Contract Number	Job Order Contracting
SE 268th Street Drainage Maintenance Project	10445	☐ Yes ☒ No

Description of Work Done/Include Jobsite Address(es)

The project provides for storm drainage improvements in and adjacent to SE 268th Street. Work shall include, but not be limited to, storm drainage improvements, minor pavement grinding, pavement overlay, traffic control, property restoration, and other related items of work.

Federally funded road transportation project? ☐ Yes ☑ No

Contractor's Name	Telephone Number	Affidavit ID*
Lloyd Enterprises, Inc.	(253) 874-6692	

Contractor Address
3466 Pacific Highway South, Federal Way, WA 98003

If Retainage is Bonded, List Surety's Name (or attach a copy)

Surety Agent's Address

Date Contract Awarded	Date Work Commenced	Date Work Completed	Date Work Accepted

Contract Amount	$ 222,545.50			
Additions (+)	$ 24,625.43	Liquidated Damages $		
Reductions (-)	$	Amount Disbursed $	234,812.38	
Sub-Total	$ 247,170.93	Amount Retained $	12,358.55	
Amount of Sales Tax Paid at 0%				
(If various rates apply, please send a breakdown)	$			
TOTAL	$ **247,170.93**	**TOTAL $**	**247,170.93**	

NOTE: These two totals must be equal

Please List all Subcontractors and Sub-tiers Below:

Subcontractor's Name:	UBI Number: (Required)	Affidavit ID*
Concrete Services, Inc.	601334103	
Evergreen Concrete Cutting	601605667	
Groundup Road Construction	602790246	436577
Secoma fence	600140792	

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Continued on page 2

Please List all Subcontractors and Sub-tiers Below:

Subcontractor's Name:	UBI Number: (Required)	**Affidavit ID***

Comments:

Contact Name: Mr. Don Vondran, P.E. Title: Public Works Director

Email Address: dvondran@ci.covington.wa.us Phone Number: (253) 480-2400

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Affidavit ID* - Provide known ones at this time. No LNI release will be granted until all affidavits are completed.
Submitting Form: Please submit the completed form to <u>all three</u> agencies below. For a faster response, please submit by e-mail.

Washington State
Department of Revenue
Public Works Section
PO Box 47474
Olympia WA 98504-7474
(360) 725-7588
FAX (360) 664-4159
PWC@dor.wa.gov

Washington State
Department of Labor and Industries
Contract Release
PO Box 44274
Olympia, WA 98504-4272
(360) 902-5772
FAX (360) 902-6697
ContractRelease@lni.wa.gov

Washington State
Employment Security Department
Registration, Inquiry, Standards & Coordination Unit
PO Box 9046
Olympia WA 98507-9046
(360) 902-9450
Fax (360) 902-9287
publicworks@esd.wa.gov

For tax assistance or to request this document in an alternate format, visit http://dor.wa.gov or call 1-800-647-7706.
Teletype (TTY) users may call (360) 705-6718.

F215-038-000 07-2012
REV 31 0020e (07/06/12)

Consent Agenda Item C-5

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT #2 TO AGREEMENT FOR SERVICES WITH BEST PARKING LOT CLEANING FOR THE JOINT COVINGTON/MAPLE VALLEY STREET SWEEPING.

RECOMMENDED BY: Don Vondran, Interim Public Works Director

ATTACHMENT(S):
1. Amendment #2 to Agreement for Services with Best Parking Lot Cleaning

PREPARED BY: Shellie Bates, Programs Supervisor

EXPLANATION:
In August 2011 the City Council awarded the Street Sweeping Agreement to the lowest, most qualified bidder, Best Parking Lot Cleaning, in an amount not to exceed $115,000 to perform street sweeping services in Covington and Maple Valley as outlined in the agreement.

As per Section 3 of the current agreement between the City of Covington and Best Parking Lot Cleaning which states, "This contract may be renewed each August for the succeeding two (2) years (2012 and 2013) upon performance audit and approval by the City. The unit price of the contract will be adjusted each year using the Seattle-Tacoma Consumer Price Index – Urban (CPI-W) rate starting with April of 2012 as the initial benchmark and the rate in April in subsequent years to be applied in August of that year."

On July 24, 2012 the City Council authorized the City Manager to execute Amendment #1 to the agreement to extend the term of the agreement for one year until August 14, 2013.

Based on the above criteria, Best Parking Lot Cleaning has fulfilled their obligation under the terms of the agreement and staff recommends that the agreement be extended for another 12 months. The Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for Seattle-Tacoma-Bremerton, WA for April 2013 is 1.1 percent. With the rate adjusted as described it will be an increase of 1.1 percent for the next 12 months.

ALTERNATIVES:
Do not amend the existing street sweeping agreement and advertise the project for competitive bids. This alternative would impact the City with an interruption in the street sweeping service.

FISCAL IMPACT:
The 2013 budgeted amount for this service is $118,220 (Surface Water Management Fund).

With the above changes, Amendment #2 will include an amount not to exceed $119,521.

CITY COUNCIL ACTION: _____Ordinance _____Resolutions ___X___Motion ____Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute Amendment #2 to Agreement for Services with Best Parking Lot Cleaning for the joint Covington/Maple Valley street sweeping.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT FOR SERVICES

Amendment #2

Between the City of Covington and Best Parking Lot Cleaning

That portion of Contract No. 1043-11 between the City of Covington and Best Parking Lot Cleaning entered into by the parties on the 15th day of August, 2011, is amended pursuant to Section 17 of said Agreement, as follows:

1. Term of Agreement. Section 3 of the Agreement shall be amended to extend the term of the Agreement until August 14, 2014.
2. Compensation. Section 4.1 of the Agreement shall be amended to include the Seattle-Tacoma Consumer Price Index – Urban (CPI-W) rate for April 2013 of 1.1 percent for an amount not to exceed $119,521.

All other provisions of the Agreement shall remain in full force and effect.

Dated this _____ day of July, 2013.

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

CITY OF COVINGTON

_____
By: Derek Matheson
Its: City Manager

Attest:

_____
Sharon Scott, City Clerk

Approved as to form:

_____
Sara Springer, City Attorney

BEST PARKING LOT CLEANING

_____
By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of Best Parking Lot Cleaning that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 2013.

_____
_____
(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires_____

Consent Agenda Item C-6

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: 156TH AVENUE SE PAVEMENT REHABILITATION PROJECT – GRANT ACCEPTANCE

RECOMMENDED BY: Don Vondran, PE, Interim Public Works Director

ATTACHMENT(S):
1. Washington State Department of Transportation (WSDOT) Local Agency Federal Aid Project Prospectus
2. Washington State Department of Transportation (WSDOT) Local Agency Agreement

PREPARED BY: Don Vondran, PE, Interim Public Works Director

EXPLANATION:
As part of the 2012 Supplemental Transportation Budget the City of Covington was allocated federal funding in the amount of $380,000 for the 156th/160th Avenue Rehabilitation Project. However, one of the requirements for the federal funding is that the project must be on a federal functional classified roadway. 156th Avenue SE was not a federal functional classified roadway and needed to go through the approval process prior to being able to obligate the funds and begin the design process.

The city began that process late last year which includes getting concurrence from King County, then going through a review and approval process with WSDOT and ultimately getting approval from Federal Highway Administration (FHWA). We received notification of the final approval from FHWA on July 2, 2013.

We are now ready to complete the necessary forms (Attachments 1 and 2) from WSDOT in order to obligate the funds and begin the design process. The project consists of grinding or pulverizing the existing roadway and paving on 156th Avenue SE from the vicinity of Kent Kangley to the vicinity of SE 261st Street.

Although the Local Agency Agreement only obligates, at this time, the $40,000 for Design, we are requesting that the Council authorizes the City Manager the authority to obligate the entire $380,000. This will prevent another agenda item in the near future to obligate the construction funds since the design process should be relatively short. We would still return to the Council for authorization to award the construction project. We are anticipating the construction to take place in the spring or summer of next year.

FISCAL IMPACT:
The grant fully funds the project and does not require any local match.

CITY COUNCIL ACTION: ____ Ordinance _____ Resolution __X__ Motion _____ Other

Council member _____ moves, Council member _____ seconds, to authorize executing and submitting Local Agency Agreement(s) and a Project Prospectus to WSDOT in order to obligate federal funds in the amount of $380,000 for the 156th Avenue SE – Pavement Rehabilitation Project.

REVIEWED BY: City Manager, City Attorney, Finance Director

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number			
Local Agency Project Number	CIP 1057		(WSDOT Use Only)

Date	07/1/2013
Central Contractor Registration Exp.Date	08/01/2013
Federal Employer Tax ID Number	91-1829887

Agency: City of Covington	Federal Program Title: ☒ 20.205 ☐ Other
Project Title: 156th Avenue SE Rehabilitation Project	Start Latitude N47.358103; Start Longitude W122.128112; End Latitude N47.367250; End Longitude W122.133604

Project Termini From -- To		Nearest City Name	Project Zip Code
SE 272nd Street	SE 261st Street	Covington	98042

From:	To:	Length of Project	Award Type
N/A	N/A	.75 miles	☒ Local ☐ Local Forces ☐ State ☐ Railroad

Federal Agency	City Number	County Number	County Name	WSDOT Region
☐ FHWA ☒ Others Legislature	0293	17	King County	Northwest Region

Congressional District	Legislative Districts	Urban Area Number	TMA / MPO / RTPO
8th	47th	1	PSRC

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	$40,000		$40,000	August 2013
R/W				
Const.	$340,000		$340,000	May 2014
Total	$380,000		$380,000	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
~22 feet	2

The existing roadway is a 2 lane rural standard asphalt paved roadway consisting of 11' lanes with 0-3' gravel shoulders.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will pulverize the existing roadway, prep and grade the pulverized roadway and finish with a new asphalt pavement layer.

Local Agency Contact Person	Title	Phone
Don Vondran	Interim Public Works Director	(253)480-2462

Mailing Address	City	State	Zip Code
16720 SE 271st Street, Suite 100	Covington	WA	98042

Project Prospectus Approval

By _____ Approving Authority

Title _____ Date _____

Agency	Project Title	Date
City of Covington	156th Avenue SE Rehabilitation Project	07/1/2013

Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction
- ☐ Reconstruction
- ☐ Railroad
- ☐ Bridge
- ☐ Path / Trail
- ☐ Pedestrian / Facilities
- ☐ Parking
- ☐ 3-R
- ☐ 2-R
- ☒ Other

Roadway Width	Number of Lanes
24	2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Urban: ☐ Principal Arterial, ☐ Minor Arterial, ☒ Collector ☐ Rural: ☐ Major Collector, ☐ Minor Collector, ☐ Access Street/Road	☐ Urban: ☐ Principal Arterial, ☐ Minor Arterial, ☐ Collector ☐ Rural: ☐ Major Collector, ☐ Minor Collector, ☐ Access Street/Road
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	35	
Design Speed	35	
Existing ADT	2700	
Design Year ADT	2800	
Design Year	2014	
Design Hourly Volume (DHV)	256	

Performance of Work

Preliminary Engineering Will Be Performed By	Others	Agency
Consultant	95 %	5 %
Construction Will Be Performed By	**Contract**	**Agency**
	%	%

Environmental Classification

☐ **Final** ☒ **Preliminary**

☐ Class I - Environmental Impact Statement (EIS)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class III - Environmental Assessment (EA)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☒ Class II - Categorically Excluded (CE)
- ☐ Projects Requiring Documentation (Documented CE)

Environmental Considerations

The project is within existing improved ROW and is primarily an overlay project. No environmental impacts are anticipated and normal BMPs will be incorporated.

Agency	Project Title	Date
City of Covington	156th Avenue SE Rehabilitation Project	07/1/2013

Right of Way

☒ No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Required ☐ No Relocation	☐ Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Covington

Date _____ By _____

Mayor/Chairperson

ATTACHMENT 2

Washington State Department of Transportation

Local Agency Agreement

Agency City of Covington

Address 16720 SE 271st Street
Suite 100
Covington, WA 98042

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 156th Avenue SE Pavement Rehabilitation Project Length 0.75 miles

Termini SE 272nd Street to SE 261st Street

Description of Work

The project with pulverize the existing roadway, prep and grade the pulverized roadway and finish with a new asphalt pavement layer.

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	4,000.00		4,000.00
100 %	b. Other Consultant	35,000.00		35,000.00
	c. Other			
Federal Aid Participation Ratio for PE	d. State	1,000.00		1,000.00
	e. Total PE Cost Estimate (a+b+c+d)	**40,000.00**		**40,000.00**
Right of Way	f. Agency			
____ %	g. Other			
	h. Other			
Federal Aid Participation Ratio for RW	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
____ %	o. Agency			
Federal Aid Participation Ratio for CN	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)	**40,000.00**		**40,000.00**

Agency Official

By _____

Title City Manager

_____

Washington State Department of Transportation

By _____

Director of Highways and Local Programs

Date Executed _____

DOT Form 140-039 EF
Revised 05/09

Construction Method of Financing *(Check Method Selected)*

State Ad and Award

☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of

$ _____ at $ _____ per month for _____ months.

Local Force or Local Ad and Award

☒ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____ , _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in the federal Office of Management & Budget (OMB) circular A-87, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Additional Provisions

Agenda Item 1

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: APPOINTMENT TO OPENING ON THE COVINGTON ECONOMIC DEVELOPMENT COUNCIL (CEDC).

RECOMMENDED BY: Derek Matheson, City Manager
Richard Hart, Community Development Director

ATTACHMENT(S): See Interview Schedule and Applications provided separately at the July 9 City Council meeting.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
The actions taken for CEDC Position No. 8 at the July 9 City Council meeting have been declared null and void due to procedural errors. Therefore, the Council may consider nominations to fill Position No. 8 through the regular motion process at tonight's meeting.

Name of Applicant
Binoy Varughese
Steven Pand (currently serving in Position No. 8; term ends 07-31-2013)

ALTERNATIVES:
Not appoint at this time and direct staff to continue to advertise for additional applicants.

CITY COUNCIL ACTION: _____ Ordinance ____ Resolution __X__ Motions _____ Other

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill Position No. 8 on the Covington Economic Development Council with a term expiring July 31, 2015.

REVIEWED BY: City Manager
Community Development Director
City Clerk/Executive Assistant

Agenda Item 2

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: CONSIDER ORDINANCE AMENDING NOISE CONTROL REGULATIONS

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):
1. Current Noise Control Regulations, CMC 8.20
2. Proposed Ordinance Amending Noise Control Regulations, CMC 8.20

PREPARED BY: Kevin P. Klason, Police Chief

EXPLANATION:
Recently some Covington citizens came to Council requesting relief from a chronic noise problem in their neighborhood. One of their requests was for an ordinance with stronger consequences when violations occur.

Covington Police Department believes the penalty is inadequate as well. The current ordinance makes all infractions a $50.00 penalty. It is our experience this low of a penalty does not present much of a deterrent to a violator.

After reviewing other jurisdiction's noise ordinances we found several have a progressive penalty. The first offense is an infraction, usually with a penalty of $250.00. Subsequent violations constitute a misdemeanor crime, punishable by up to ninety days in jail and a monetary fine up to $1000.00. The cities of Shoreline, Newcastle and Kent have similar progressive penalty codes. One of our Covington patrol officers worked in the City of Shoreline for four years and felt the progressive penalty was very effective when enforcing their noise ordinance.

Staff recommends Council amend the noise ordinance with the more progressive penalties as outlined in the attached document.

ALTERNATIVES:
Give staff direction to bring back some other amendment or to make no changes to the current ordinance.

FISCAL IMPACT:
None anticipated.

CITY COUNCIL ACTION: __**XX**__Ordinance ____Resolution ___Motion ____Other

> **Council member _____ moves, Council Member _____ seconds, to pass an ordinance amending sections of Covington Municipal Code 8.20 Noise Control.**

REVIEWED BY: City Manager; City Attorney, Finance Director

ATTACHMENT 1

Chapter 8.20
NOISE CONTROL

Sections:

8.20.010 Purpose.
8.20.020 Public disturbance noises.
8.20.030 Violation – Penalty.

8.20.010 Purpose.

The purpose of this chapter is to minimize the exposure of citizens to the harmful physiological effects of excessive noise. The intent of the City Council is to control the level of noise pollution in a manner which promotes commerce, the use, value and enjoyment of property, sleep and repose and the quality of the environment by declaring certain noise producing activities to be noise disturbances. (Ord. 07-12 § 1 (Exh. A); Ord. 96-98 § 1)

8.20.020 Public disturbance noises.

(1) It is unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, sound that is a public disturbance noise.

(2) The following sources of sound shall be public disturbance noises:

(a) The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except those from a police, fire or medical emergency vehicle, so as to unreasonably disturb or interfere with the peace and comfort of owners or possessors of real property;

(b) The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace and comfort of owners or possessors of real property;

(c) Yelling or shouting which is audible on the public streets or public grounds between the hours of 10:00 p.m. and 8:00 a.m. or at any time and place so as to unreasonably disturb or interfere with the peace and comfort of owners or possessors of real property;

(d) The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium which unreasonably disturb or interfere with the peace and comfort of owners or possessors of real property, such as sounds from band sessions or social gatherings;

(e) The creation of sound from any motor vehicle audio sound system, such as a tape player, radio or compact disc player, operated at a volume so as to be audible at least 50 feet from the source;

(f) The creation of sound from any audio equipment, such as a tape player, radio or compact disc player, television, musical instrument, or similar device, whether portable or stationary, operated at a volume as to be audible at least 50 feet from the source;

(g) The creation of squealing, screeching or other similar sounds from motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners or because of such other reason; provided, that sounds which result from actions which are necessary to avoid danger shall be exempt from this section;

(h) The creation of sounds originating from residential real property relating to temporary projects for the maintenance or repair of grounds and appurtenances, including but not limited to sounds from lawn mowers, powered hand tools, snow removal equipment and composters, between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends;

(i) The creation of sounds originating from any construction activity, including excavation and land clearing work, or erection, demolition, alteration, repair, or relocation of any building or structure, which uses tools such as, but not limited to, powered equipment, compressors, motorized or powered hand tools, hammers or equipment of a similar nature at any location which produces noise clearly audible from another location in a residential district or at a dwelling in any district, between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on Saturdays, Sundays or Federal holidays. Prohibitions on the above listed construction activities occurring between 8:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on weekends or Federal holidays may be waived or modified by the City Manager or his/her designee upon written request by a permit applicant, or the owner of the property, with an approved building permit for work involving public utilities within the public right-of-way. The applicant shall outline in writing the length of the requested nighttime work, why it is necessary, the activities that will be undertaken in those expanded hours, and any mitigation methods proposed to minimize or eliminate noise impacts to nearby residential dwellings. If the request is approved, the City's approval shall include the specific construction activities, dates and hours of operation, and any appropriate noise mitigation measures that must be met to commence such activities during the approved dates and times. Upon approval by the City, the applicant shall notify all property owners within 300 feet of the property of the approved nighttime construction hours at least three days prior to commencement of the nighttime work by a notification method approved by the City. The City Manager or his/her designee may waive or modify the three-day notification requirement to affected property owners if the City Manager or his/her designee determines that a fire or life safety emergency exists that requires the work to be commenced prior to the end of the three-day notification period;

(j) The creation of sounds from gas-powered motorized foot scooters between the hours of 9:00 p.m. and 7:00 a.m. or during any “hours of darkness” as that phrase is defined in RCW 46.04.200. For purposes of this section, the times of sunset and sunrise shall be those times designated in a newspaper of local circulation including the King County Journal, the Seattle Times or the Seattle Post-Intelligencer.

(3) The prohibitions set forth in this section shall not apply to a civic event or gathering approved in advance by the City Manager or his/her designee; and provided, that the City shall approve the activities and hours of operation for which the noise level shall be exempt. (Ord. 07-12 § 1 (Exh. A); Ord. 21-04 § 1; Ord. 27-01 § 1; Ord. 96-98 § 1)

8.20.030 Violation – Penalty.

Any violation of or any failure to comply with any provision of this chapter shall be a Class 3 civil infraction as provided for in Chapter 7.80 RCW, and shall carry a fine of $50.00 plus statutory assessments. (Ord. 07-12 § 1 (Exh. A); Ord. 96-98 § 1)

ORDINANCE NO. 05-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON UPDATING REGULATIONS RELATING TO NOISE, AS CODIFIED IN COVINGTON MUNICIPAL CODE CHAPTER 8.20, TO INCREASE PENALTIES FOR VIOLATIONS THEREOF; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the policy of the city to minimize the exposure of its citizens to the physiological and psychological dangers of excessive noise and to protect, promote, and preserve the public health, safety, and welfare; and

WHEREAS, it is the express intent of the City Council to control the level of noise in a manner that promotes commerce; the use, value, and enjoyment of property; sleep and repose; and the quality of the environment; and

WHEREAS, it is demonstrated that enforcement of noise regulations is often difficult and that the current monetary penalties for noise violations do not serve as a sufficient deterrent to eliminate such violations; and

WHEREAS, it is within the authority of the City Council to protect the health, safety, and welfare of the citizens of Covington and the City Council desires to adopt a new penalties for noise violations to more effectively deter such violations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Regulation Amended. Section 8.20.030 of the Covington Municipal Code is hereby amended to read as follows:

8.20.030 Violation – Penalty.
(1) Any person who violates the provisions of this chapter shall be subject to a civil fine not to exceed $250.00 for the first offense. For second and subsequent offenses, the person shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed $1,000 or ninety (90) days in jail, or both such fine and jail.

(2) Nothing contained in this chapter shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 2. Severability. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provision of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council on the 23rd day of July, 2013.

_____
Mayor Margaret Harto

PUBLISHED: July 26, 2013
EFFECTIVE: July 31, 2013

ATTESTED:

_____
Sharon Scott, City Clerk

APPROVED AS TO FORM:

_____
Sara Springer, City Attorney

Agenda Item 3

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: AN ORDINANCE ADOPTING NEW DEVELOPMENT AGREEMENT PROCEDURES IN THE CITY'S TOWN CENTER (TC), DOWNTOWN ZONING DISTRICT.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Proposed Ordinance creating Chapter 18.114 CMC, establishing a development agreement process, and adopting associated amendments in Titles 12, 14, 17 and 18 of the City Code.

PREPARED BY: Salina Lyons, Principal Planner

EXPLANATION:

The Covington Comprehensive Plan is focused on encouraging development in downtown Covington, specifically the Town Center (TC) zoning district. Currently, a developer has the option to design a site under the city's downtown zoning provisions; however, a developer may want to submit a design proposal that cannot meet the specific traditional zoning requirements. In this instance, a developer would have to apply for a zoning variance from the Hearing Examiner. Based on the criteria for a variance, it would be difficult for the city to recommend that a variance be granted due to the likely failure to meet the "unique size, shape, topography and location of the property" criteria. Also, the variance process is not intended to be a mechanism for development to disregard standards in city codes. Conversely, the development agreement process is an alternative method and option in the city's tool box for allowing site development outside of traditional zoning regulations, yet within the policy guidelines of the Comprehensive Plan adopted by the city council. A development agreement process provides the developer the flexibility to deviate from a zoning requirement and also allows the city to request a public benefit as part of the approval.

State regulations pertaining to development agreements are outlined in the Revised Code of Washington (RCW) 36.70B.170-210. The attached proposed ordinance has been drafted within the parameters of these RCWs. Any development agreement must be consistent with the city's Comprehensive Plan and development regulations, as well as be specific on the intent and connection of the public benefit to the city from the proposed development, if a deviation is granted. This is not a process for developers to circumvent or disregard development code requirements, but rather an opportunity for developers to collaborate with the city to ensure any deviations from the zoning regulations result in added public benefits and achieve the overall design and vision for the area in concert with Comprehensive Plan policies. The key to the developer agreement is to create a balance with additional public benefits and some degree of waiver from certain development standards. Negotiating a reasonable development agreement requires intensive effort on the part of city staff, as well as elected officials, with final approval by the city council after a public hearing.

The Planning Commission recommends that the city council adopt a development agreement ordinance allowing specific deviations from zoning requirements in the downtown Town Center

Zone, as adopted in CMC 18.31, provided there is an additional public benefit to the community included with any such deviation. It is recommended that a development agreement process be limited to the Town Center Zone only, on contiguous properties of three acres or greater in size, for medical office, mixed use, and multifamily projects that have a requirement to provide a combination of ground floor retail, restaurant, business, and/or professional office space under the current zoning provisions.

The proposed development agreement process will not eliminate the requirement for mixed use in buildings greater than one story, or two stories in the case of medical office uses. The proposed ordinance includes parameters to allow reductions in the mix of space and use and flexibility in the location of required ground floor spaces. In order to obtain such a deviation, the developer must provide mitigation and public benefit, over and above what is required in the code for a standard development. Mitigation measures may require a range of improvements or contributions to capital projects identified in the Comprehensive Plan or six-year Capital Program, additional public space, public art, or other public benefit related to the project as determined by the council.

City staff met with the Planning Commission on March 7, 2013, May 2, 2013, and June 6, 2013, to discuss the proposed development agreement ordinance and associated deviations allowed in the Town Center zone. A SEPA determination of non-significance was issued on June 21, 2013. The 60-day notice of the proposed change to the zoning code, as required by state statute, was sent to the Washington State Department of Commerce on June 16, 2013, with a request for expedited review. The Department of Commerce accepted the review on June 18, 2013. No comments were received from any affected agencies.

A public hearing on the proposed development agreement code amendments was held at the regular Planning Commission meeting on June 6, 2013. No members of the public provided written comments on the proposed development agreement process or spoke at the Planning Commission regular meetings or the public hearing. The Planning Commission subsequently made a final recommendation to forward the ordinance to the City Council.

ALTERNATIVES:

1. Recommend amendments to the proposed ordinance.
2. Return the issue to city staff and/or Planning Commission for further study and analysis.

FISCAL IMPACT:
No direct fiscal impacts are anticipated from the adoption of development agreement ordinance.

CITY COUNCIL ACTION: ___X___Ordinance _____Resolution _____Motion _____Other

> **Council member _____ moves, Council member _____ seconds, to adopt an ordinance creating Chapter 18.114 of the CMC establishing a development agreement process and adopting associated amendments in Titles 12, 14, 17 and 18 regulating the use of development agreements in the city's Town Center, Downtown Zoning District**.

REVIEWED BY: Community Development Director, Finance Director, City Attorney, City Manager

ORDINANCE NO. 06-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON ADOPTING A NEW CHAPTER 18.114 OF THE COVINGTON MUNICIPAL CODE (CMC) ESTABLISHING DEVELOPMENT AGREEMENT PROCEDURES AND AMENDING CMC CHAPTERS 12.100, 14.30, 17.20, 18.31, 18.35 AND 18.110 TO REGULATE THE USE OF DEVELOPMENT AGREEMENTS IN THE CITY'S TOWN CENTER (TC), DOWNTOWN ZONING DISTRICT.

WHEREAS the Local Project Review Act (Ch. 36.70B, RCW), enacted in 1995, provides specific authority and direction for development agreements; local jurisdictions can adopt an ordinance under this provision for the use of development agreements in all or specific areas of the city; and

WHEREAS, the City of Covington finds and determines that it is in the best interest of its citizens to be able to consider such agreements in the appropriate circumstances; and

WHEREAS, the Covington Planning Commission held a duly noticed public hearing during their regular meeting on June 6, 2013, wherein no members of the public provided written comments on the proposed development agreement process or spoke at the Planning Commission public hearing or during the regular meeting; and

WHEREAS, the Covington Planning Commission, during their regular meeting on June 6, 2013, reviewed the draft ordinance provided by staff based on the Commission's direction and voted to recommend approval of the new development agreement regulations and associated amendments to the City Council.

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

Section 1. Adopting New Chapter 18.114 of the CMC. A new Chapter 18.114 of the Covington Municipal Code is hereby adopted in the form as set forth in the attached Exhibit A, fully incorporated herein by this reference.

Section 2. Adopting Amended CMC Chapters. The associated amendments in Chapters 12.100, 14.30, 17.20, 18.31, 18.35 and 18.110 of the Covington Municipal Code regulating development agreements in the Town Center Zone are hereby adopted in the form as set forth in the attached Exhibit A.

Section 3. This ordinance shall be in full force and effect five days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 4. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

Passed by the City Council on the 23th day of July 2013.

_____
Mayor Margaret Harto

PUBLISHED: July 26, 2013
EFFECTIVE: July 31, 2013

ATTESTED:

_____
Sharon Scott, City Clerk

APPROVED AS TO FORM:

_____
Sara Springer, City Attorney

Chapter 18.114
Development Agreements

Sections:

18.114.010 Purpose
18.114.020 Authority
18.114.030 General Provisions of Development Agreements
18.114.040 Processing Procedure for Development Agreements
18.114.050 No Deadline for Final Decision, Form of Agreement, Term, Recording
18.114.060 Judicial Appeal

18.114.010 Purpose

A development agreement provides the opportunity for the City and a developer to agree on the scope and timing of a project, applicable regulations and requirements, mitigation requirements, and other matters relating to the development process. A development agreement promotes the general welfare by balancing public and private interests, providing reasonable certainty for a development project, and addressing other matters, including reimbursement over time for the financing of public facilities. Development agreements may provide public benefits such as affordable housing, pedestrian-oriented communities, mixed use development, and creation of public amenities such as parks and open spaces.

18.114.020 Authority

(1) The execution of a development agreement is a proper exercise of the City's police power and contract authority. The City may consider, and enter into, a development agreement with a person having ownership or control of real property within the city limits. The City may consider a development agreement for real property outside of the city limits but within the urban growth area ("UGA,") as defined in RCW 36.70A.030(15), or as designated by the County pursuant to RCW 36.70A.110) as part of a proposed annexation or a service agreement.

(2) A development agreement may obligate a party to fund or provide services, infrastructure, or other facilities. A development agreement shall be consistent with applicable development regulations adopted by the City under Chapter 36.70A RCW.

(3) A development agreement shall reserve authority to impose new or different regulations to the extent required by serious threat to public health and safety.

18.114.030 General Provisions of Development Agreements

(1) Comprehensive Plan. A development agreement shall be consistent with the applicable policies and goals of the City of Covington's comprehensive plan.

(2) Development Standards. A development agreement shall be consistent with all applicable development regulations; provided, a development agreement may extend the durations of approval of project permits and allow phasing plans different from those otherwise imposed under the Covington Municipal Code.

(a) A development agreement related to property in the Covington downtown zone, Town Center district (TC), may allow further deviations from development regulations imposed under Chapter 18.31 CMC for the following reasons:

(i) To provide flexibility to achieve public benefits; or

(ii) To respond to changing community needs; or

(iii) To encourage deviations that provide the functional equivalent or adequately achieve the purposes of otherwise applicable city standards.

(b) A development agreement may not authorize deviations from development regulations governing the uses, minimum and maximum densities, maximum gross floor area, or maximum structure height.

(c) A development agreement may not authorize deviations from the requirements of CMC Title 15, Buildings and Construction. Building permit applications shall be subject to the building codes in effect when a complete building permit application is submitted.

(d) A development agreement may not authorize deviations from the minimum requirements of CMC Title 16, Environment and Chapter 18.65 CMC, Critical Areas.

(e) Any deviation from development standards in the Covington Municipal Code shall not require any further rezone, variance from city standards, or other City approval apart from development agreement approval by the city council. Deviations from development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered property in lieu of any conflicting or different standards or requirements elsewhere in the Covington Municipal Code.

(f) Subsequent amendments to the development standards in the Covington Municipal Code that differ from those deviations approved by the city council in a development agreement shall apply to the covered property only where necessary to address imminent public health and safety hazards or where the development agreement specifies a time period or phase after which certain identified standards can be modified.

(3) As a minimum, the development agreement shall specify the following:

(a) Project components that define and describe the permitted uses, residential densities, nonresidential densities, and intensities or building sizes;

(b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;

(c) Mitigation measures, development conditions, and other requirements of Chapter 43.21C RCW State Environmental Policy Act;

(d) Design standards such as architectural treatment, maximum heights, setbacks, landscaping, drainage and water quality requirements, and other development features;

(e) Provisions for affordable housing, if applicable;

(f) Parks and common open space preservation;

(g) Signage;

(h) Parking;

(i) Phasing;

(j) Financial guarantees for performance and maintenance of public improvements;

(k) Maintenance and operation standards for public improvements;

(l) A build-out or vesting period for applicable standards;

(m) Duration of agreement; and

(n) Any other appropriate development requirement or procedure that is based upon a city policy, rule, regulation, or standard.

(4) As provided in RCW 36.70B.170, the development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

18.114.040 Processing procedure for development agreements.
A proposed development agreement shall accompany and be processed in conjunction with the associated underlying land use application, approval, or annexation request. The type of land use application or other approval shall control the type of application set forth in CMC 14.03.040.

(a) A proposed development agreement associated with a legislative action, such as a comprehensive plan amendment or area-wide rezone, shall be processed in accordance with the procedures established in this title and pursuant to the noticing requirements set forth in CMC 14.30.060. The planning commission shall make a recommendation to the city council on any proposed development agreement relating to legislative action. The city council shall hold a

public hearing on the proposed development agreement and if approved, shall authorize the city manager to execute the development agreement on behalf of the city.

(b) A proposed development agreement associated with a land use application shall be processed in accordance with the permit application procedures established in Chapter 14.35 CMC and as further provide in this title as follows:

(i) If the underlying land use application is a Type 2, final decision by the director, then the director shall consider both the land use application and the proposed development agreement together. The director shall make a recommendation to the city council on the proposed development agreement. The director's final decision on the underlying land use application shall not be made until the city council holds a public hearing on the proposed development agreement and subsequently approves or rejects the proposed development agreement. If the city council approves the development agreement, the city council shall authorize the city manager to execute the development agreement on behalf of the city. Nothing in this section obligates the director to forward a recommendation to the city council for further consideration of a proposed development agreement if the director denies the underlying land use application.

(ii) If the underlying land use application is a Type 3, final decision by the hearing examiner, then the hearing examiner shall consider both the land use application and the proposed development agreement together during the required public hearing for a Type 3 land use application. The hearing examiner shall make a recommendation to the city council on the proposed development agreement. The hearing examiner's final decision on the underlying land use application shall not be made until the city council holds a public hearing on the proposed development agreement and subsequently approves or rejects the proposed development agreement. If the city council approves the development agreement, the city council shall authorize the city manager to execute the development agreement on behalf of the city. Nothing in this section obligates the hearing examiner to forward a recommendation to the city council for further consideration of a proposed development agreement if the hearing examiner denies the underlying land use application.

(iii) If a final decision on an underlying land use application has been previously made by the hearing examiner, or director, and the application was approved, the director shall make a recommendation to the city council on the proposed development agreement. The city council shall hold a public hearing on the proposed development agreement. If the city council approves the development agreement, the city council shall authorize the city manager to execute the development agreement on behalf of the city.

(c) Public Notice. All public meetings and public hearings on a development agreement shall be noticed pursuant to underlying land use type as set forth in Chapter 14.34 CMC.

18.114.050 No deadline for final decision, form of agreement, term, recording

(1) Pursuant RCW 36.70B.020, development agreements are not land use applications and are not subject to processing deadlines. A signed written waiver of the deadline to issue a final decision on any land use application for the covered property shall accompany a request for a development agreement.

(2) No proposed development agreement shall be presented to the decision-making body unless in a form approved by the city attorney. Prior to any public hearing held for the purpose of authorizing execution of the development agreement, a development agreement shall be signed by the property owner and all other parties with a substantial beneficial interest in the property that is the subject of the development agreement.

(3) Term.

(a) A development agreement may be approved up to a maximum period of twenty (20) years.

(b) In determining the appropriate term for a development agreement, the city council should consider the type, size, and location of development and phasing, if proposed. The city council may consider shorter terms with extensions.

(c) Extensions. If extensions are authorized in a development agreement, an applicant must request the extension at least sixty (60) days prior to expiration of the development agreement. For a development agreement associated with a land use application, the director may grant an extension for up to five (5) years, not to exceed a total of twenty-five (25) years, if the applicant can satisfactorily show that at least fifty (50) percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the city council unless another process is expressly provided for in the development agreement.

(4) Recording. A development agreement shall be recorded against the property in the real property records of the King County assessor's office. Recording costs shall be paid by the applicant as provided for in the current fee schedule. During the term of the development agreement the agreement is binding on the parties and their successors, including the property owners in any area that is annexed to the city.

18.114.060 Judicial Appeal

If the development agreement relates to a land use application, the provisions of Chapter 36.70C RCW shall apply to the appeal of the decision on the development agreement and in accordance with the appeal procedures in Chapter 14.45 CMC for a Type 4 decision type.

Chapter 14.30
PERMIT DECISION TYPES

Sections:

14.30.010 Purpose.
14.30.020 Classification of permit decision types.
14.30.030 Determination of proper decision type.
14.30.040 Decision types.
14.30.050 Requirements by decision type.
14.30.060 Legislative decisions.
14.30.070 Administrative interpretations.

14.30.040 Decision types.1

Type 1	Type 2	Type 3	Type 4
Building Permit (15.05) Grading Permit (18.60) Boundary Line Adjustment (17.40) Right-of-Way Use Permit (12.35) Design and Construction Standards Deviation (12.60) Shoreline Exemption (16.05) Code Interpretation (14.30) Miscellaneous Administrative Decisions Minor Tree Removal (18.45) WCF Collocation on a	Short Plat (Including Revisions and Alterations) (17.20) Design and Construction Standards Variance (12.60) Design Departure from the City of Covington Design Guidelines and Standards (18.31) Downtown Permitted Use Determination (18.31) Temporary Use (18.85) Shoreline Substantial Development Permit2 (16.05) SEPA Threshold Determination3 Commercial Site Development Permit (18.31 and 18.110)	Preliminary Plat (17.20) Plat Alterations (17.25) Preliminary Plat Revisions (17.20) Zoning Variance (18.125) Conditional Use Permits (18.125) New Wireless Communication Facility Towers and Height Modifications (18.70)	Final Subdivision4 (17.25) Shoreline Environment Redesignations (16.05) Plat or Short Plat Vacations (17.25) Street Vacations (12.55) Development Agreement (18.114)

Transmission Structure or WCF Tower (18.70)	Re-use of Facilities (18.85) Critical Areas Reasonable Use Exceptions (18.65) Binding Site Plan (17.30) Major Tree Removal (18.45) Stormwater Manuals Variance (13.25) Wireless Communication Facilities Collocations (18.70)		

1 If a conflict between this chart and the text of the CMC exists, the text of the CMC controls.

2 When applications for shoreline permits are combined with other permits requiring Type 3 or 4 land use decisions, the Examiner, not the Director, makes the decision. All shoreline permits, including shoreline variances and conditional uses, are appealable to the State Shorelines Hearings Board and not to the Hearing Examiner.

3 Appeal to Examiner is limited to the SEPA threshold determination. The decision on the Type 1 permit itself is appealable to Superior Court.

4 Final subdivisions are submitted directly to the City Council for final decision without a recommendation by the Hearing Examiner.

Chapter 18.31
DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS

Sections:

18.31.010 General.
18.31.015 City of Covington downtown design guidelines and standards.
18.31.020 Design review.
18.31.030 Nonconforming development.
18.31.040 Supplemental town center review criteria.
18.31.045 Development agreements – Town Center Development
18.31.050 Downtown zoning districts map.
18.31.060 Downtown zoning districts street types map.
18.31.070 Downtown zoning districts established.
18.31.080 Permitted land uses.
18.31.085 Permitted land use determination process.
18.31.090 Downtown zoning districts density and dimension standards.
18.31.100 Maximum floor area ratio (FAR) – Bonus features.
18.31.110 Parking, access and circulation standards.
18.31.120 Public space requirements.
18.31.130 Landscaping requirements.
18.31.140 Sign requirements.

18.31.045 Development agreements- Town Center development

(1) The purpose of this section is to establish a process for allowing deviations to the development standards within the downtown zoning, Town Center (TC) district only, through a development agreement process consistent with Chapter 36.70B RCW, Chapter 18.114 CMC, Development Agreements and as further outlined in this chapter.

(2) Unless otherwise provided herein, all development in the downtown zoning districts shall comply with all applicable codes. Deviations from the following development standards shall be authorized only within the Town Center (TC) district on single or contiguous combined parcels three acres or greater.

(a) Medical office uses greater than two stories shall have a minimum of sixty (60) percent ground floor retail trade and services and forty (40) percent business and professional services when fronting onto 171st Ave SE, as conditioned in CMC 18.31.080(3)(8)(b).

(b) Mixed use structures greater than one story shall provide sixty (60) percent of the ground floor as retail, restaurant, or professional services, as conditioned in CMC 18.31.080(3)(23).

(c) Multifamily residential dwelling units shall be located in a minimum three (3) story mixed-use structure. Sixty (60) percent or more of the ground floor abutting a street, public

space, public plaza, and/or public green space shall be occupied by one or more of the following permitted uses: retail, restaurant, or personal services as conditioned in CMC 18.31.080(3)(26)(b).

(d) All schools: compulsory, vocational, and higher education located on the upper floors of a mixed use building and including commercial uses, as conditioned in CMC 18.31.080(3)(13).

(e) Time limitation of permit approval if the proposed development combines two (2) or more distinct land use categories that are permitted in the Town Center district and is located on single or contiguous combined parcel of six (6) acres or more.

(3) A development agreement shall not eliminate the requirement to provide ground floor retail, restaurant, or personal services for structures greater than one (1) story as conditioned in CMC 18.31.080(3)(23).

(4) A development agreement shall not reduce the required retail, trade, services, and personal services uses to no less than thirty (30) percent along each street frontage. Required business and professional services shall not be reduced to less than twenty (20) percent. The director may recommend flexibility in the combination of the required retail, restaurant, business, and professional service space if the aggregate is located along SE 276th Street and 171st Ave SE and the total requirement is met through the combination.

(5) Deviations shall be supported by the goals and policies in the city's comprehensive plan. If goals and polices of the comprehensive plan required amendments to support an applicant's request for a deviation, then the goals and policies shall be amended and approved through the City's annual comprehensive plan amendment docketing process prior to submitting a development proposal and requesting a development agreement.

(6) A development agreement authorized under this section shall provide a level of public benefit or mitigation proportionate to the deviation and that exceeds those required under the standard regulations. A development agreement shall require completion, acquisition, contribution, or a combination thereof, as approved by the city as follows:

(a) Transportation, park, or other improvement projects, including non-motorized improvements identified in the city's Comprehensive Plan or six year Capital Improvement Program.

(b) Additional accessible public space equivalent to a minimum of two and one half percent (2.5%) of the gross floor area of all the structures.

(c) Exterior public art or a contribution to the art fund equivalent to a minimum of one percent (1%) of the total value of the project's construction cost.

(d) A project that the city finds will provide mitigation and/or public benefit, as identified in the city's Comprehensive Plan or six (6) year Capital Improvement Program.

18.31.080 Permitted land uses.
(3) Permitted Use Table.

Use Categories	Town Center (TC)23	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO)1
Residential				
Dwelling Unit, Accessory	NP	NP	NP	P2
Dwelling Unit, Multifamily	P26	P	P	P
Dwelling Unit, Single-Family Attached, Detached or Cottage Housing21	NP	NP	NP	P2
Senior Citizen Assisted Housing	P	P	P	C
Commercial				
Adult Entertainment	NP	P3	P3	NP
Business Services19	P5	P	P	P4,5
Drive Through Use	NP	P	P	NP
Farmers' Markets and Public Markets6	P	P	P	NP
Gambling and Card Rooms	NP	NP	NP	NP
Home Occupation and Live/Work	P	P	P	P
Outdoor Commercial	NP	NP	P	NP
Personal and Beauty Services20,21	P	P	P	P
Private Electric Vehicle Parking Facility (Primary Use)			P5,24	
Private Parking Facility (Primary Use)	NP	NP	NP	NP
Professional Office	P	P	P	P
Retail Trade and Services – 100,000 sq. ft. or less for all structures	P5	P	P10	P4,5
Retail Trade and Services – greater than 100,000 sq. ft. for all structures	C5,9,18	P	P10	NP
Shooting Ranges25	NP	NP	P	NP
Storage/Self Storage	NP	P5	P	NP
Temporary Lodging/Hotel	P	P	P	C22
Cultural/Recreation				

Cinema, Performing Arts and Museums	P	P	P	NP
Meeting Hall/Other Group Assembly	P	P	P	C
Recreation, Indoor or Outdoor	C	P	P	P
Religious	C7	P	P	C
Health Services				
Emergency Care Facility	C9,18	P	NP	NP
Hospital	NP	P	NP	NP
Medical Office/Outpatient Clinic	P8	P	NP	P
Nursing/Personal Care Facility	NP	P	NP	C
Industrial/Manufacturing				
Asphalt Plants	NP	NP	NP	NP
Light Industrial/Manufacturing	NP	NP	P10	NP
Government/Institutional11				
Essential Public Facilities	NP	NP	C	NP
Government Services	P	P	P	P12
Major Utility Facility	C14	C	P	C
Minor Utility Facility	P15	P	P	P
Schools: Compulsory, Vocational and Higher Education	C13	P	NP	C
Wireless Communication Facilities16				
Antenna, Collocation on an Existing Structure17	P	P	P	P
Wireless Communication Facility Tower	NP	NP	NP	NP

(4) Permitted Use Conditions.

8. a. Buildings greater than four stories shall provide 80 percent of required parking within a structure. Structured parking shall not front onto 171st Ave. SE.

b. Medical office uses greater than two stories shall have a minimum of 60 percent ground floor retail trade and services and 40 percent business and professional services when fronting onto 171st Ave. SE, unless otherwise allowed through the development agreement process in Chapter 18.114 CMC and further specified in CMC 18.31.045.

13. All schools for compulsory, vocational and higher education shall be located on the upper floors of a mixed-use building that includes ground-floor commercial uses, unless otherwise allowed through the development agreement process in Chapter 18.114 CMC and further specified in CMC 18.31.045.

23. Mixed-use structures greater than one story shall provide ground floor retail, restaurant, or personal services along 60 percent of the building façade, unless otherwise allowed through the development agreement process in Chapter 18.114 CMC and further specified in CMC 18.31.045. Permitted uses under the headings of cultural/recreation and governmental/institutional in subsection (3) of this section are exempt from this provision.

26. a. Multifamily residential dwellings in the TC zone shall be located in a minimum three-story, mixed-use structure; and

b. Sixty percent or more of the ground floor abutting a street, public space, public plaza and/or public green space shall be occupied by one or more of the following permitted uses: retail, restaurant or personal services, unless otherwise allowed through the development agreement process in Chapter 18.114 CMC and further specified in CMC 18.31.045. Driveways, service and truck loading areas, parking garage entrances and lobbies shall not be included in calculating the required percentages of ground floor use.

18.31.100 Maximum floor area ratio (FAR) – Bonus features

5. Affordable Housing	1.0	(a) For all new development within the downtown districts, total square footage may be increased by 2.0 square feet for every 1.0 square foot of affordable housing (for a maximum of 1.0 FAR), provided an affordable housing plan (AHP) is developed and submitted to the Director for review and approval. (b) The developer shall commit to implementing the AHP as a part of a signed ~~comprehensive development~~ agreement with the City. This agreement shall be reviewed by ARCH, or similar housing authority, with recommendations made to the Director prior to implementation of an agreement.

Chapter 18.35
DEVELOPMENT STANDARDS – DESIGN REQUIREMENTS

Sections:

18.35.005 Applicability.
18.35.010 Purpose.
18.35.020 General layout standards.
18.35.030 Lot segregations – Zero-lot-line development.
18.35.040 Lot segregations – Clustered development.
18.35.050 Townhouse development.
18.35.060 Attached dwellings and group residences – Applicability.
18.35.070 Attached dwellings and group residences – Vehicular access and parking location.
18.35.080 Attached dwellings and group residences – Building facade modulation.
~~18.35.090 Mixed-use development – Percentages of commercial uses.~~
18.35.100 Mixed-use development in the CC and NC zone as – Design features.
~~18.35.110 Mixed-use development – Phasing – Required plans, requirements, covenants, recordings – Review and approval.~~
18.35.120 Manufactured home parks – Standards for existing parks.
18.35.130 Manufactured home parks – Standards for new parks.
18.35.140 Manufactured home parks – Alternative design standards.
18.35.150 On-site recreation – Space required.
18.35.160 Recreation space – Fees in lieu of.
18.35.170 On-site recreation – Play areas required.
18.35.180 On-site recreation – Financial guarantees for construction.
18.35.190 On-site recreation – Maintenance of recreation space or dedication.
18.35.200 Storage space and collection points for recyclables.
18.35.210 Fences.
18.35.220 Hazardous liquid and gas transmission pipelines.
18.35.230 Trail corridors – Applicability.
18.35.240 Trail corridors – Design standards.
18.35.250 Trail corridors – Maintenance of trail corridors/improvements.
18.35.260 Wildlife habitat corridors – Applicability.
18.35.270 Wildlife habitat corridors – Design standards.
18.35.280 Short subdivisions or short subdivision alterations – Adequacy of access – Right-of-way use permits.
18.35.290 Proposed formal subdivisions, short subdivisions or binding site plans – Railroad buffer strips.
18.35.300 Preliminary subdivision and short subdivision approval – Maintenance of private streets, easements and utilities required.
18.35.310 Repealed.

~~18.35.090 Mixed-use development – Percentages of commercial uses.~~

~~Commercial uses in mixed-use developments shall be subject to the following limits:~~

~~(1) A minimum of 60 percent of the total ground floor area must be for commercial use. (Ord. 42-02 § 2 (21A.14.110))~~

18.35.100 Mixed-use development <u>in the CC and NC zone as</u> – Design features.

Mixed-use development permitted by Chapter 18.25 CMC shall incorporate the following design features:

(1) Residential and nonresidential uses proposed for mixed-use development shall be only those uses permitted in the <u>CC and NC</u> zone, as established by Chapter 18.25 CMC;

(2) If residential and nonresidential uses are proposed for the same structure, nonresidential uses shall occupy no less then 60 percent of the ground floor. The Director may waive this requirement under the following circumstances:

(a) If the structure is located on a sloping lot that provides access from upper levels or from multiple levels. In such cases, the nonresidential use may be located on the levels that exit onto the primary pedestrian streets; or

(b) If views from the upper levels are valuable amenities that would help assure success of the nonresidential uses, such as a restaurant;

(c) Senior housing developments need not include commercial uses.

(3) Mixed-use development shall provide off-street parking behind or to the side of buildings, or enclosed within buildings consistent with CMC 18.50.030. Relief from this requirement may be granted by the Director only if the applicant can demonstrate that there is no practical site design to meet this requirement. The Director may allow only the number of parking spaces that cannot be accommodated to the rear or sides of buildings, or enclosed within buildings, to be located to the front of buildings. A 20 percent reduction of required parking is allowed if a mixed-use development meets the criteria of CMC 18.50.040 for shared parking. (Ord. 42-02 § 2 (21A.14.135))

~~18.35.110 Mixed-use development – Phasing – Required plans, requirements, covenants, recordings – Review and approval.~~

~~When residential and commercial uses are proposed to be contained in separate structures and the structures containing residential uses are proposed to be built prior to those containing commercial uses, then a commercial site development permit shall be required and as well as the following:~~

~~(1) The applicant shall submit a site plan showing the entire mixed-use development. The plan shall show project features including the location of the residential and commercial structures, parking areas, landscaping planters, sidewalks, and pedestrian linkages. The plan shall be drawn to scale and provide sufficient detail to ensure all zoning and development standards are met for the entire development.~~

~~(2) Infrastructure plans, including storm drainage facilities, shall be sized to accommodate the needs of the entire mixed-use development. The infrastructure shall be installed with the first phase of the development up to or near the commercial building(s) unless the applicant demonstrates to the Department's satisfaction that there is potential for significant damage to the infrastructure during the construction of any later phase of construction.~~

~~(3) For the purpose of informing future property owners of limitations on future development because of the mixed-use provisions of this title, the applicant shall record a covenant on the property that states the restrictions upon the remaining portions of the site that they shall only be used for commercial uses. The covenant shall be recorded prior to the issuance of the building permit for the residential structure(s). The covenant shall be subject to review and approval by the Department. (Ord. 42-02 § 2 (21A.14.145))~~

Chapter 18.110
COMMERCIAL SITE DEVELOPMENT PERMITS

Sections:

18.110.010 Purpose.
18.110.020 Applicability.
18.110.030 Complete application.
18.110.040 Public comments.
18.110.050 Application of development standards.
18.110.060 Approval.
18.110.070 Financial guarantees.
18.110.080 Limitation of permit approval.
18.110.090 Modification to an approved permit.
18.110.100 Administrative rules.

18.110.080 Limitation of permit approval.

(1) A site development permit approved without a phasing plan shall be null and void if the applicant fails to file a complete building permit application(s) for all buildings within three years of the approval date, or by a date specified by the Director; and fails to have all valid building permits issued within three years of the site development permit approval date.

(2) A site development permit approved with a phasing plan shall be null and void if the applicant fails to meet the conditions and time schedules specified in the approved phasing plan, unless otherwise approved through a development agreement pursuant to Chapter 18.114 CMC.

(3) A site development permit approved without a building permit shall be null and void if the applicant fails to meet the conditions and time schedules specified in the approved plan. If no time schedule is specified in the approved plan, then the applicant has one year to obtain a valid business license.

(4) The Director may approve one two-year extension of the above stated limits if the applicant can show good faith progress, a justifiable basis for delay not occasioned by the applicant's own action or failure to act, and that the extension is reasonably necessary to complete the project. Requests for extension must be submitted in writing to the Director at least 14 days prior to the permit expiration date. Said request shall explain in detail the circumstances surrounding the request.

(5) Commercial site development permits associated with an approved and valid development agreement shall be subject to the terms and extension requirements in Chapter 18.114 CMC.

18.110.090 Modification to an approved permit.

(1) A subsequent building permit application may contain minor modifications to an approved commercial site development plan provided a modification does not:

(a)~~increase~~ Increase the building floor area by more than 10 percent;

(b) ~~does not increase~~ Increase the number of dwelling units;

(c) ~~does not increase~~ Increase the total impervious surface area; provided, that relocatable facilities for schools shall be exempt from this restriction;

(d) ~~does not result~~ Result in an insufficient amount of parking and/or loading;

(e) ~~does not locate~~ Locate buildings outside an approved building envelope; provided, that relocatable facilities for schools shall be exempt from this restriction;

(f) ~~does not change~~ Change the number of ingress and egress points to the site;

(g) ~~does not significantly~~ Significantly increase the traffic impacts of peak hour trips to and from the site;

(h) ~~does not significantly~~ Significantly increase the quantity of imported or exported materials or increase the area of site disturbance.

(2) The Director has sole discretion to approve, deny or modify any request. Modifications, which exceed the conditions of approval as stated in this section and require a new review as determined by the Director shall only be accomplished by applying for a new commercial site development permit for the entire site. The new application shall be reviewed according to the laws and rules in effect at the time of application.

(3) Commercial site development permits associated with an approved and valid development agreement shall be subject to the development agreement procedures in Chapter 18.114 CMC.

Chapter 17.20
SUBDIVISION AND SHORT SUBDIVISIONS

17.20.020(4) Preliminary approval of subdivision.
~~(4) An urban planned development permit, or development agreement approved pursuant to Chapter 18.100 CMC, may extend the preliminary approval period beyond 60 months for any preliminary subdivision approved simultaneous or subsequent to the urban planned development permit. Such extensions may be made contingent upon satisfying conditions set forth in the urban planned development permit or development agreement. In no case shall the extended preliminary approval period exceed the expected buildout time period of the urban planned development or as provided in the urban planned development permit or development agreement. (Ord. 20-07 § 99; Ord. 53-02 § 2 (19A.12.020)).~~

Chapter 12.100
Transportation Concurrency Management

12.100.110 Provision of needed transportation facilities.
(1) The City shall determine that transportation facilities are available to support development at adopted TAM standards within six years of the impacts of such development. The City shall require at the time the certificate of concurrency is issued that:

(a) The necessary facilities and services are in place at the time a development approval is issued; or

(b) The necessary facilities will be complete within six years of development approval:

(i) The necessary facilities are under construction at the time a development approval is issued, and financial commitment is in place to complete the necessary facilities within six years of issuance of development approval; or

(ii) The necessary facilities are the subject of a binding executed contract of development agreement which provides for the actual construction or financial commitment of the required facilities, guarantees that the necessary facilities will be in place within six years of issuance of development approval, and provides that the capital project is included in, or will be added to, the committed network for the transportation adequacy measure, the transportation element of the comprehensive plan, and the six-year capital improvements program; or

(iii) The City has in place financial commitments to complete the necessary public facilities or strategies within six years of issuance of development approval; or

(c) Development approvals are issued subject to a binding executed contract, ~~UPD~~ development agreement or other binding condition which provides that any facilities and strategies necessary to meet concurrency requirements after issuance of development approval will be in place within six years of occupancy and use of the development.

Agenda Item 4

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: CONSIDER AMENDING THE CITY COUNCIL RULES TO ESTABLISH A COMMISSION EXIT INTERVIEW PROCESS

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Resolution amending the City Council Rules of Procedure

PREPARED BY: Derek Matheson, City Manager
Sharon Scott, City Clerk

EXPLANATION:
On July 9, 2013, the City Council discussed a formal process to interview outgoing advisory commission members. Staff used council's input to prepare the following amendment to the City Council Rules:

> D. Exit Interviews. The Council shall annually appoint a subcommittee of three or fewer Council members to conduct exit interviews of all departing members of Council-appointed advisory bodies. The City Clerk shall endeavor to schedule exit interviews prior to regular City Council meetings. The City Clerk shall prepare and maintain standard questions for the committee's use.

ALTERNATIVES: Discussed July 9, 2013.

FISCAL IMPACT: Staff time.

CITY COUNCIL ACTION: ____Ordinance __X__Resolution __X__Motion ____Other

> **Councilmember _____ moves, Councilmember _____ seconds to adopt a resolution amending the City Council Rules of Procedure.**
>
> **Councilmember _____ moves, Councilmember _____ seconds to appoint _____, _____, and _____ to a Council subcommittee to conduct exit interviews.**

REVIEWED BY: City Attorney; Finance Director

ATTACHMENT 1

RESOLUTION NO. 13-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING THE COVINGTON CITY COUNCIL RULES OF PROCEDURE

WHEREAS, the City Council previously passed Resolutions 02-52, 03-136, 06-25, 08-08, 09-06, and 10-05 amending its Rules of Procedure; and

WHEREAS, the City Council deems it necessary to amend said Rules of Procedure to address exit interviews for departing members of Council-appointed advisory bodies; now, therefore,

BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, as follows:

Section 1. The Covington City Council Rules of Procedure are hereby amended as shown in Exhibit "A".

PASSED in open and regular session on this 23rd day of July, 2013.

_____
MARGARET HARTO, MAYOR

ATTESTED:

_____
Sharon Scott, City Clerk

APPROVED AS TO FORM:

_____
Sara Springer, City Attorney

All Advisory Committee Meetings shall comply with the requirements of the Open Meetings Act (RCW Section 42.30).

The Council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason.

B. Appointment to Advisory Bodies. Vacancies shall be advertised unless otherwise directed by the City Council so that any interested citizen may submit an application. Applicants are urged to be citizens of the City of Covington, but applications from residents living outside of the corporate boundaries may be considered if authorized by the resolution or ordinance establishing the advisory body.

Appointments to advisory bodies will be made by the City Council during a regularly scheduled meeting. The Council shall interview applicants for reappointments unless otherwise determined by the City Council. Every effort shall be made to interview each applicant except when an applicant lacks the basic qualifications as set forth in the applicable resolution or ordinance or when the gross number of applicants is so large as to be an undue burden on the Council's schedule.

Newly appointed members will receive a briefing by the Commission, Committee, or Task Force Chairperson and/or City staff regarding duties and responsibilities of the members of the advisory body.

C. Removal of Appointees. Appointees to advisory bodies may be removed prior to the expiration of their term of office by a supermajority vote of the City Council.

D. Exit Interviews. The Council shall annually appoint a subcommittee of three or fewer Council members to conduct exit interviews of all departing members of Council-appointed advisory bodies. The City Clerk shall endeavor to schedule exit interviews prior to regular City Council meetings. The City Clerk shall prepare and maintain standard questions for the committee's use.

SECTION 6. COUNCIL COMMITTEES/APPOINTMENTS.

A. Council Committees. Council committees are policy review and discussion arms of the City Council. Committees may study issues and develop recommendations for consideration by the City Council. Committees may not take binding action on behalf of the City.

The City Council may meet for study or special project purposes as a Committee of the Whole or may establish Council subcommittees with three or fewer members.

Council Committee structure shall be as determined by the City Council and may include:

Council Committee of the Whole – (Seven Council members)

Council Committees – Standing Committees established for special purposes, tasks, or time frames (three or fewer Council members)

Agenda Item 5

Covington City Council Meeting
Date: July 23, 2013

SUBJECT: UTILIZING BANK CARDS AS A PAYMENT METHODOLOGY

PREPARED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): N/A

EXPLANATION:
For some time staff has been researching the option of adding credit and debit cards ("bank cards") as an acceptable form of payment for services and fees within the city.

Bank cards are an accepted form of payment across all sectors of business, both private and public. Check usage is decreasing (down 24% since 2003) as bank card usage is increasing (mostly debit cards - up 60% since 2003).

Bank cards have some unique advantages to private business, including promoting increased sales and marketing options. Those businesses accepting bank cards also have a competitive edge over businesses that do not accept bank cards. These advantages, however, do not directly apply to the city given the nature of our operations and business.
The convenience of accepting bank cards does apply to both the public and private sector. Customers don't have to carry cash or a check book and they can choose to pay-off their purchase over time or all at once. And as a business, the city realizes almost instant payment. This convenience has become the expectation of most customers—most plan and expect to be able to use their bank card for most, if not all, purchases and transactions.
The following are general considerations to weigh when contemplating the implementation of new systems to accept bank cards as a form of payment for all city services and fees.

A. Rates and Fees
The above noted convenience of accepting bank cards comes at a price. Bank card companies charge merchants a percentage of sales — usually 3 to 5 percent — for the privilege of accepting their cards. The fee structure for bank card merchant services is also extremely complex—it involves fees that go to the bank that holds the customer's card (interchange and assessment fees), the bank that holds the city's business account, and the processing provider that moves money from one to the other (processor markup fees). Additionally, different rates are charged for every type of bank card and every type of transaction. Rewards cards typically charge the highest merchant fees. Unfortunately, most bank card categories are not identified on the face of the card but, rather, only identified on the statement received by the merchant after the transaction has been processed and fees are assessed.

1. Interchange Fees
Interchange and assessment fees are composed of a flat rate plus a percentage of the transaction amount and are assessed by the issuing bank of the card being charged (the customer's card) to the merchant account holder (the city) for each transaction; these fees are non-negotiable. Interchange fees make up the largest portion of processing fees paid by merchants. The following are general considerations for interchange fees:

- Interchange fees are based on the card type used.

- "Higher risk" cards are charged a higher rate.
- Debit card interchange fees are now regulated.
- Debit cards with PIN transactions are charged based on the network used (e.g., Pulse, Star, NICE, ACCEL etc.).
- Visa and MasterCard can update their rates at anytime, although they traditionally only update their rates twice a year.
- In December 2012, Visa rolled out a new convenience fee program for government and higher education—this brings Visa in line with an existing program under MasterCard and is also compatible with Discover and American Express rules.
- Starting January 2013 card brands must allow surcharging by *all* merchants wishing to recoup fees charged by the card issuer, unless otherwise prohibited by law.
- Surcharging can *only* be assessed on credit card transactions – convenience fees are allowed for both credit and debit transactions.

2. Processor Markup Fees

Processor markup fees pay for the upkeep of the network and bank card promotions, such as rewards programs and discounts, and *are* negotiable[1] – the fee amount depends on the transaction amount, type, and the city's risk profile and varies amongst different providers. Most of the city's regular transactions should be charged the qualified rate—the lowest possible rate for the processor markup fee. Rewards cards, business cards, and keyed transactions may be charged the mid-qualified rate. The non-qualified rate (the highest) is charged for risky transactions, such as those keyed without address verification or contain other missing fields, but does not pertain to city transactions.

The city may also be responsible for application, per-transaction, monthly minimum, bank discount, card discount, card dues and assessments, bank authorization, and monthly statement fees. These additional fees are defined in the city's contract with the card processor.

Merchant services firms offer business customers a variety of processing pricing options based on either flat monthly charges or per-transaction fees. Visa, MasterCard and Discover charge per-item fees that are higher for credit cards than debit cards. Debit card transactions cost less because funds are transferred directly from bank accounts. Credit card transactions are easier to dispute and are reliant on credit availability as opposed to cash in the bank. Credit card transactions are therefore priced to reflect the increased risk.

3. Additional Fees

Other fees and costs that may apply outside of bank card fees:

- Monthly fee for merchant account(s)
- Monthly fees for additional bank account
- Card terminal lease or purchase and related supplies
- Possible phone line installation and monthly service fee

[1] Based on volume – for small volume usage (under $20,000 per month) it is unlikely that this charge would be negotiable.

B. Security
Whenever credit card information is collected, transmitted, or processed, businesses are held to the Payment Card Industry Data Security Standard (PCI DSS). This standard sets up security guidelines that businesses must follow in order to protect their customers from fraud and data theft. The PCI DSS applies to all businesses no matter what method is used to process bank cards.

The city must follow the guidelines below to comply with PCI DSS:

- Maintain an encrypted wired or wireless network connection to transmit secure data.
- Control – and minimize – who in the city has access to bank card information through the use of separate logins for cashiers and varied levels of access.
- Monitor the bank card processing system and regularly test it for weaknesses.

Staff understands that there may be additional compliance issues depending on whether bank card data is transmitted via a phone line or an internet connection. The city's PCI compliance agreement may be more complex if transactions are transmitted via the internet.

Whether bank cards are processed at the front counter or through an online portal, the city will be held responsible for fines, penalties, and other damages should customer data become compromised by the system.

C. Fraud, Disputes and Charge Backs
Accepting bank cards carries the risk of fraudulent activities. Staff can't always tell if the card user is the actual owner of the card or someone who has obtained it illegally. When dealing with telephone or internet transactions, the possibility of fraud is even greater.

Customers can also dispute fraudulent card charges with their banks. The customer's bank and the merchant's bank investigate the dispute and if the charge appears fraudulent, the customer is reimbursed. When this occurs, disputed payments are typically debited from the business's account along with a chargeback fee. The use of PINs in debit card transactions makes it more difficult for customers to dispute a charge, whereas credit card charges that rely on the visual inspection of a signature for authentication are easily disputed. Accordingly, businesses that accept only debit cards are less likely to experience charge-backs or instances of fraud.

D. Increased Reconciliations
Accepting bank card payments will result in increased staff time for daily reconciliation of those transactions, as well as additional time for monthly reconciliations and comparing the bank account statements and merchant statements against our receipting system to see if any differences exist.

E. Current Acceptance of Bank Cards for Recreation Services
Currently, the city accepts bank cards both over the counter and online for Parks and Recreation programs, including room rentals. This service is provided through ActiveNet, a web-based software provider offering a full-service solution for the management of recreation programs from activity registration through to payment processing. In lieu of a software licensing fee, the city pays ActiveNet a per transaction fee (based on if it is cash, check, credit or debit card), which annualized is about $15,000, and ActiveNet returns to the city all revenues collected net of their fees. The benefit of using this software is that the city is not required to establish its own merchant account to process the transactions—ActiveNet maintains all accounts necessary to process all transactions.

ActiveNet is a software solution targeted specifically for recreation programs and cannot be extended to accept bank cards for all other city services and fees (i.e. permits, etc.).

F. Bank Card Implementation Process

As ActiveNet may only be used for Parks and Recreation transaction, staff would need to establish a new system to enable PermitTrax and Springbrook, the city's permitting systems, to accept bank cards. This would create three separate systems for processing bank cards.

The following steps and considerations (in approximate order) are needed to implement bank card acceptance:

- Research Payment Card Industry (PCI) Data Security Standards.
- Determine which method of processing we want to use based on PCI research (dial-out terminal vs. internet based).
- If using dial-out terminal, verify if there is an existing phone line we can dedicate for use or if we need to have one installed.
- Research merchants for processing.
- Determine if we need two merchant accounts (one for PermitTrax and one for Springbrook).
- Research various equipment options and order terminal(s) – lease vs. purchase.
- Negotiate processing fees.
- Setup merchant contract(s).
- Determine if we need an additional bank account.
- Determine how to allocate fees and charges to appropriate funds.
- Determine if we are going to recoup our fees through surcharges and/or convenience fees.
- Convenience fees require registration with Visa and MasterCard before starting to charge the fees.
    - Visa and MasterCard have relaxed their convenience fee rules for government and higher education.
    - Visa and MasterCard will now allow a percentage of a transaction to be charged online and will allow this for in-person transactions.
    - Visa requires the convenience fee be assessed as a separate transaction. All other brands allow it to either be included in the sale transaction or as a separate transaction.
        - Our systems currently cannot approve two separate transactions but settle as one transaction.
- If we are surcharging, we must register directly with Visa and MasterCard at least thirty days prior to implementation.
    - Surcharging is capped at 2.28% for MasterCard and at 1.99% or 2.27% for Visa.
- Create a process for receipting credit cards through Springbrook.
- Create a credit card acceptance policy.
- Determine how to reconcile the credit card deposits/fees daily and monthly.

G. Timeline

Staff can begin working on the above process in October. The actual time to complete the entire set-up process is currently unknown, but it would be safe to say that it would take several months, at a minimum. Meticulous set-up of the process in the beginning will ensure a smoother implementation down the road.

H. Q&A:

1. Why can't the city use PayPal or other similar payment services?

- PayPal and other online payment services collect and disburse funds via bank cards and the Automated Clearing House (ACH) network.
- Traditional PayPal requires the merchant to have an account at PayPal where sales are "deposited". The merchant then must ask PayPal to transfer those funds to their own bank.
- This process violates Public Deposit Protection Commission (PDPC) Law. RCW 39.58.080 specifically states that public treasurers may only deposit public funds in Washington State public depositaries.

2. What are neighboring cities* doing?

City	**Fees**		**Payment Types**	**Online**	**Counter**
	Convenience	**Surcharge**			
Auburn	Yes	Unknown	Parks	Unknown	Unknown
Des Moines	Yes	No	Business license, court, permits	Yes	Yes
Federal Way	Absorb	Absorb	Court, permits	Yes	Yes
Maple Valley	Absorb	Absorb	Parks, permits	Yes	Yes
Newcastle	Absorb	Absorb	Permits	No	Yes
Normandy Park	Unknown	Yes	Unknown	Yes	Yes
Renton	No	No	All services	Yes	Yes
Seatac	Absorb	Absorb	Finance, community center, court	Unknown	Yes
Tukwila	Absorb	Absorb	Business licenses, utility billing, recreation programs, permits and court	Yes	Yes

**Kent, Enumclaw and Black Diamond did not respond to the June 20 informal staff survey.*

Fiscal impact:
At this time, staff does not have a solid estimate on the exact dollar amount associated with implementing the acceptance of bank cards for all city services and fees. However, it is understood there will be substantial moneys invested in one-time and ongoing operation costs as well as hidden staff-time costs to set-up and administer a new bank card acceptance system.

CITY COUNCIL ACTION: _____Ordinance _____Resolution _____Motion __X___Other

Staff is seeking direction whether to begin implementation of a bank card acceptance system. Staff will return to the council for direction on policy issues, including convenience fees and surcharges, and for approval of contracts as required.

REVIEWED BY: City Manager; City Attorney

DISCUSSION OF FUTURE AGENDA TOPICS:

Tuesday, August 13, 2013 - Canceled

5:40 p.m. Tuesday, August 27, 2013
Special & Regular Meetings

(Draft Agenda Attached)

Draft
as of 7/18/13

Covington: Unmatched quality of life

CITY OF COVINGTON
CITY COUNCIL SPECIAL & REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, July 23, 2013 | **City Council Chambers**
7:00 p.m. | **16720 SE 271st Street, Suite 100, Covington**

Council will interview Planning Commission applicants beginning at 5:40 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
- Clean Covington Day Proclamation – September 2013 (Slate)
- Friends of Covington Library Anniversary (Mary Pritchard)
- National Recovery Month – September 2013

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: July 23, 2013 City Council Regular Meeting Minutes (Scott)
C-2. Vouchers (Hendrickson)
C-3. Approve SCATBd Agreement (Vondran)

REPORTS OF COMMISSIONS
- Human Services Chair Haris Ahmad: August 8 meeting.
- Arts Chair Sandy Bisordi: August 8 meeting.
- Parks & Recreation Chair Steven Pand: August 21 meeting.
- Planning Chair Daniel Key: August 1 and August 15 meetings.
- Economic Development Co-Chair: August 22 meeting.

PUBLIC HEARING
1. Public Testimony and Possible Action on Medical Marijuana Moratorium Extension (Hart)

NEW BUSINESS
2. Consider Appointment to Planning Commission (Council)
3. Covington Days Report (Slate)
4. Clearing and Grading SEPA Amendments (Hart)
5. Discuss Stormwater Pond Rehabilitation Projects (Vondran)

6. Status Report on Hawk Property Subarea Plan (Hart)
7. Briefing on Zoning for Recreational Marijuana (Hart)
8. Second Quarter Financial Report (Hendrickson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

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.