



CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
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Tuesday, September 23, 2014
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Proclamation for Fire Prevention Week (Kyle Ohashi, Kent Regional Fire Authority)

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 8, 2014 Regular Meeting and July 22, 2014 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Award Street Sweeping Contract (Vondran)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: August 14 & September 11 meetings.
- Parks & Recreation Chair Steven Pand: August 20 meeting; September 17 meeting canceled.
- Planning Chair Sean Smith: August 21 & Sept. 18 meetings; September 4 meeting canceled.
- Arts Chair Lesli Cohan: August 14 & September 11 meetings.
- Economic Development Council Co-Chair Jeff Wagner: July 24 & August 28 meetings.

PUBLIC HEARING

- 1. Receive Comments and Consider Ordinance Extending Recreational Marijuana Interim Zoning Regulations (Hart)

CONTINUED BUSINESS

- 2. Continue Discussion of Right of Way Design Guidelines (Vondran)

NEW BUSINESS

- 3. Adopt Hazard Mitigation Plan Resolution (Vondran)
- 4. Discuss Letter to School District on Waiver of School Impact Fees For Town Center Mixed-Use Project (Hart)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: September 23, 2014

SUBJECT: APPROVAL OF MINUTES: JULY 8, 2014 CITY COUNCIL REGULAR MEETING MINUTES AND JULY 22, 2014 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 8, 2014 City Council Regular Meeting Minutes and July 22, 2014 City Council Regular Meeting Minutes.

**City of Covington
Regular City Council Meeting Minutes
Tuesday, July 8, 2014**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, July 8, 2014, at 7:01 p.m., with Mayor Margaret Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Joe Cimaomo, Mark Lanza (arrived @ 7:09 p.m.), Marlla Mhoon, Wayne Snoey (arrived @ 7:02 p.m.), and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Jim Scott.

Council Action: Councilmember Cimaomo moved and Mayor Pro Tem Wagner seconded to excuse Councilmembers Lanza, Scott, and Snoey. Vote: 4-0. Motion carried.

STAFF PRESENT:

Derek Matheson, City Manager; Don Vondran, Public Works Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; and Joan Michaud, Senior Deputy City Clerk.

Mayor Harto opened the meeting with the Pledge of Allegiance.

Mayor Harto announced City Manager Derek Matheson's new position as Chief Administrative Officer for the City of Kent beginning on August 11.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Councilmember Snoey seconded to approve the Agenda.

City Manager Derek Matheson recommended two additions to the agenda: 1) Executive Session for Evaluation of Qualifications of Applicants for Public Employment pursuant to RCW 42.30.110(1)(g); and 2) a business item following that for possible direction to staff regarding city manager search firms.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Snoey seconded to amend the Agenda to add an Executive Session for Evaluation of Qualifications of Applicants for Public Employment pursuant to RCW 42.30.110(1)(g) and then a business

**item following that for possible direction to staff regarding city manager search firms.
Vote: 5-0. Motion carried.**

PUBLIC COMMUNICATION:

- Steve Pand was presented with a proclamation as the 2014 Citizen of the Year.
- Krista Bates was presented with a proclamation as the 2014 Honorary Citizen of the Year.

The Council recessed at 7:14 p.m. for a short celebration to recognize the citizen and honorary citizen of the year and reconvened at 7:32 p.m.

PUBLIC COMMENT:

Mayor Harto called for public comments.

George Pearson, 18623 SE 265th Street, Covington, spoke regarding his desire for a fireworks ban in Covington.

Barbara Abbott, 26108 191st Place SE, Covington, also spoke regarding her desire for a fireworks ban in Covington.

George Gedevanishvili, 18621 SE 256th Street, Covington, also spoke regarding his desire for a fireworks ban in Covington.

Laura Morrissey, 26313 185th Avenue SE, Covington, requested temporary “no parking” signs along the Covington Days parade route by Real Life Church as a safety measure for pedestrians making their way to watch the parade. Ms. Morrissey also spoke in support of New Business Item No. 4, the Parks Planner position becoming full time.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: June 9, 2014 City Council Special Study Session Minutes.

C-2. Vouchers: Vouchers #31217-31256, including ACH Payments in the Amount of \$318,343.21, Dated June 23, 2014.

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

NEW BUSINESS:

1. Approve Amendment to Solid Waste Contract.

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

Public Works Director Don Vondran gave the staff report on this item.

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

Council Action: There was Council consensus to direct staff to look into concerns regarding unlimited yard waste and bring this item back to the July 22 Council meeting for further discussion.

Mayor Pro Tem Wagner returned to the Council Chambers.

2. Briefing on Cedar Creek Park.

Parks & Recreation Director Scott Thomas gave the staff report on this item and asked for Council direction.

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

Council Action: There was Council consensus to direct staff to continue work on the current path exploring land swap possibilities with the county.

3. Reject All Bids for Aquatics Center Roofing Project.

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

RESOLUTION NO. 14-13

A RESOLUTION OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, REJECTING ALL BIDS FOR THE AQUATIC CENTER REROOFING PROJECT.

Council Action: Councilmember Snoey moved and Councilmember Mhoon seconded to adopt Resolution No. 14-13 rejecting all bids for the aquatic center reroofing project and to modify the project specifications for re-advertisement. Vote: 6-0. Motion carried.

4. Consider Regular Full-Time Park Planner Position.

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

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

Council Action: Mayor Pro Tem Wagner moved and Councilmember Mhoon seconded to authorize the City Manager to convert the temporary, limited-term Park Planner position into a regular, full-time position. Vote: 6-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Covington Police Chief Klason provided information to Council on the number of calls for police response over the Independence Day holiday weekend.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Mary Pritchard, Covington resident, spoke regarding her support for a ban on fireworks in Covington and informed Council she would be encouraging citizens to place more calls to the police next year. Ms. Pritchard also sought clarification on the location of SoCo Park and commented on the landscaping maintenance recently performed at the post office.

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

EXECUTIVE SESSION:

Evaluation of Qualifications of Applicants for Public Employment (RCW 42.30.110(1)(g)) from 8:55 to 9:25 p.m.

NEW BUSINESS CONTINUED:

5. Discuss the Selection of Search Firm(s) To Begin Advertising and Recruitment for the New City Manager.

City Manager Derek Matheson recommended contacting two to three search firms.

Councilmembers provided comments and discussed.

Council Action: There was Council consensus to direct staff to request proposals from Karras, Prothman, and The Mercer Group to search for a new city manager and to place this item on the August 12 City Council meeting for discussion.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:30 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, July 22, 2014**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, July 22, 2014, at 7:01 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Joe Cimaomo, Mark Lanza, Marlla Mhoon, Jim Scott, Wayne Snoey, and Jeff Wagner.

STAFF PRESENT:

Derek Matheson, City Manager; Don Vondran, Public Works Director; Noreen Beaufrere, Personnel Manager; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Richard Hart, Community Development Director; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Bob Linskoy, City Engineer; Salina Lyons, Principal Planner; Bill Fealy, Maintenance Worker; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Councilmember Lanza seconded to approve the Agenda. Mayor Pro Tem Wagner moved and Councilmember Snoey seconded to amend the Agenda to move the second Public Comment ahead of the Council/Staff Comments. Vote: 7-0. Motion carried.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Sam Pace, on behalf of the Association of Realtors, 29839 154th Avenue SE, Kent, expressed his appreciation for City Manager Derek Matheson's outstanding service to the City of Covington. Mr. Pace then spoke regarding Item 5 on the meeting agenda and asked for the Council's support of the Master Builders Association's request for changes to the Water District's policy.

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

APPROVE CONSENT AGENDA:

C-1. Vouchers: Vouchers #31257-313156, including ACH Payments in the Amount of \$397,345.62, Dated July 7, 2014 and Paylocity Payroll Checks #1002580559-1002580571 and Paylocity Payroll Checks #1002580853-1002580853 Inclusive, Plus Employee Direct Deposits in the Amount of \$173,024.41, Dated July 3, 2014.

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

REPORTS OF COMMISSIONS:

Human Services Commission – Chair Fran McGregor reported on the July 10 meeting.

Planning Commission – Chair Sean Smith reported on the July 17 meeting.

Arts Commission – Chair Lesli Cohan reported on the July 10 meeting.

Parks & Recreation Commission – July 16 meeting canceled; next meeting August 20.

Economic Development Council – Co-Chair Jeff Wagner reported that the June 26 meeting did not have a quorum.

PUBLIC HEARING:

1. Receive Comments on Covington Mixed Use Development Agreement.

Principal Planner Salina Lyons gave the staff report on this item.

Councilmembers provided comments and asked questions, and Ms. Lyons provided responses.

Mayor Harto called for public comments for the public hearing.

Sam Pace, on behalf of the Association of Realtors, 29839 154th Avenue SE, Kent, spoke in favor of the development agreement with Covington mixed-use commercial site development proposed in the downtown town center zone.

Scott Morris, Inland Group, thanked Ms. Lyons for work she did on the project and spoke in support of the development agreement process.

Mary Pritchard, Covington resident, asked a question related to the project and Mayor Harto provided a response.

There being no further comments, Mayor Harto closed the public comment period for the public hearing and announced that written comments would be accepted up to 5 p.m. on August 12, 2014.

CONTINUED BUSINESS:

2. Approve Amendment to Solid Waste Contract.

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

Council Action: Councilmember Snoey moved and Councilmember Scott seconded to authorize the City Manager to execute Contract Amendment #1 for solid waste services with Republic Services. Vote: 6-0. Motion carried.

Mayor Pro Tem Wagner returned to the Council Chambers.

NEW BUSINESS:

3. Consider Resolution Approving Multifamily Property Tax Exemptions Agreements.

Principal Planner Salina Lyons gave the staff report on this item.

Councilmembers provided comments.

RESOLUTION NO. 14-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, RELATING TO THE MULTI-FAMILY PROPERTY TAX EXEMPTION PROGRAM; AUTHORIZING THE EXECUTION OF A MULTI-FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT WITH GEMSTAR PROPERTIES, LLC FOR BOTH THE POLARIS AND AFFINITY AT COVINGTON DEVELOPMENTS IN THE TOWN CENTER ZONE.

Council Action: Councilmember Snoey moved and Councilmember Lanza seconded to pass Resolution No. 14-14 approving the city manager to execute twelve-year limited multifamily tax exemption agreements with Gemstar Properties, LLC and the Polaris and Affinity at Covington developments. Vote: 7-0. Motion carried.

4. Consider Appointments to Covington Economic Development Council.

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

Council Action: Councilmember Snoey moved and Councilmember Scott seconded to appoint Jeff Wagner to fill a position on the Covington Economic Development Council with a term expiring July 31, 2016. Vote: 6-0. Motion carried.

Council Action: Councilmember Lanza moved and Councilmember Cimaomo seconded to appoint Laura Roth to fill a position on the Covington Economic Development Council with a term expiring July 31, 2016. Vote: 6-0. Motion carried.

Council Action: Councilmember Mhoon moved and Councilmember Snoey seconded to appoint Eileen Ely to fill a position on the Covington Economic Development Council with a term expiring July 31, 2016. Vote: 6-0. Motion carried.

Mayor Pro Tem Wagner returned to the Council Chambers.

5. Discuss Master Builders Association Request for Support of Covington Water District Policy Change.

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

Council Action: There was Council consensus for the Mayor to send a letter to the District that reiterates the city’s strong interest in a healthy climate for economic development, offers broad support for any and all efforts to reduce the cost of development, and simplify the standards and processes for development.

6. Interim City Manager Selection.

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

Council Action: Mayor Pro Tem Wagner moved and Councilmember Snoey seconded to appoint Rob Hendrickson as interim city manager effective July 26, 2014, and set his compensation at step two of the city manager salary range. Vote: 7-0. Motion carried.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Mary Pritchard, Covington resident, paid tribute to Derek Matheson and congratulated Rob Hendrickson.

Dave Lucavish, also paid tribute to Derek Matheson.

Briahna Taylor Contract Lobbyist, also paid tribute on Derek Matheson.

Jim Reid, City Council Annual Strategic Planning Summit Facilitator, also paid tribute to Derek Matheson.

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

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:00 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: September 23, 2014

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #31495-31542, including ACH Payments, in the Amount of \$202,176.99, Dated September 2, 2014; and Paylocity Payroll Checks #1002824137-1002824155 and Paylocity Payroll Checks #1002824172-1002824172 Inclusive, Plus Employee Direct Deposits in the Amount of \$163,266.78, Dated September 12, 2014.

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 #31495-31542, including ACH Payments, in the Amount of \$202,176.99, Dated September 2, 2014; and Paylocity Payroll Checks #1002824137-1002824155 and Paylocity Payroll Checks #1002824172-1002824172 Inclusive, Plus Employee Direct Deposits in the Amount of \$163,266.78, Dated September 12, 2014.

September 2, 2014

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 31495 through Check # 31542, including ACH payments

In the Amount of \$202,176.99

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

Cassandra Parker
Interim Deputy 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 Number

User: scles
 Printed: 9/5/2014 8:21 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0546 0546-9	Victoria Throm Covington Elementary Social; ice cream for city	09/02/2014	19.95
Total for this ACH Check for Vendor 0546:				19.95
ACH	0683 0683-9	Abaco Pacific, Inc. SoCo Acq; acquisition services, 7/8-8/17/14	09/02/2014	837.26
Total for this ACH Check for Vendor 0683:				837.26
ACH	0771 347729	David Evans & Associates, Inc. Traffic Concurrency; Maple Hills Div. III	09/02/2014	5,500.00
Total for this ACH Check for Vendor 0771:				5,500.00
ACH	0819 0819-9 0819-9	Don Vondran Vondran; APWA Intl Public Works Congress, per Vondran; APWA Intl Public Works Congress, per	09/02/2014	252.10 252.10
Total for this ACH Check for Vendor 0819:				504.20
ACH	1271 14-09	Rob Hendrickson Hendrickson; 2014 flexible spending	09/02/2014	174.60
Total for this ACH Check for Vendor 1271:				174.60
ACH	1408 1604 1604 1604 1610 1610 1610	Washington Workwear Stores Inc. Dalton; safety glasses Dalton; safety glasses Dalton; safety glasses Fealy; earplugs Fealy; earplugs Fealy; earplugs	09/02/2014	4.29 2.15 4.30 7.60 15.20 15.20
Total for this ACH Check for Vendor 1408:				48.74
ACH	1622 14-CV08	Law Offices of Thomas R Hargan, PLLC Prosecution services through 8/31/14	09/02/2014	4,548.17
Total for this ACH Check for Vendor 1622:				4,548.17
ACH	1705 TM-143307	Alpine Products, Inc. Signs	09/02/2014	804.83
Total for this ACH Check for Vendor 1705:				804.83
ACH	2250 C042	SBS Legal Services Legal services; August	09/02/2014	6,450.00
Total for this ACH Check for Vendor 2250:				6,450.00
ACH	2262	Voyager Fleet Systems Inc.	09/02/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	6686-9	Thomas; NRPA Congress, registration		469.00
	6686-9	Firewall security subscriptions, use tax		-66.65
	6686-9	Slate; PRSA conference, airfare		484.20
	7314-9	Ziploc bags for first aid kits		10.84
	7314-9	Thomas; NRPA Congress, airfare		375.10
	7768-9	Kids Fest; game supplies		28.78
	7768-9	Soccer goalie gloves		121.50
	7768-9	Cafe' artist service application fee		525.00
	7768-9	Bin for tent		17.37
	7768-9	Soccer goalie gloves, use tax		-9.62
	8227-9	Facebook ads		7.07
	8227-9	Slate; 3CMA annual conference, airfare		339.20
	8227-9	Slate; 3CMA annual conference, registration		575.00
	8227-9	Supplies		13.13
			Total for Check Number 31495:	8,514.62
31496	1997 107022985211	Capital One Commercial Aquatics; file cabinet	09/02/2014	705.89
			Total for Check Number 31496:	705.89
31497	2266 2266-9 2266-9-1 2266-9-2	Lena Carkeek Carkeek; mileage reimbursement, April Carkeek; mileage reimbursement, May Carkeek; mileage reimbursement, June	09/02/2014	3.14 7.84 18.26
			Total for Check Number 31497:	29.24
31498	2270 6317966698B-9	CenturyLink City hall; telephone, 8/13-9/13/14	09/02/2014	96.72
			Total for Check Number 31498:	96.72
31499	0366 B14-0082	City of Covington Permit; Jenkins Creek boardwalk repair	09/02/2014	471.85
			Total for Check Number 31499:	471.85
31500	1170 W2693660	Coastwide Laboratories Aquatics; cleaning supplies	09/02/2014	303.50
			Total for Check Number 31500:	303.50
31501	1910 901111211591	Contech Engineered Solutions Stormfilter cartridges	09/02/2014	9,732.23
			Total for Check Number 31501:	9,732.23
31502	2809 2809-9 2809-9-1	Sean Conway Reimbursement; Soccer/Flag football equipment Reimbursement; coaches dinner meeting	09/02/2014	284.57 116.98
			Total for Check Number 31502:	401.55
31503	0537 104587-9 105731-9 132670-9	Covington Water District Crystal view; water, 7/19-8/15/14 SR 516; water, 7/19-8/15/14 CCP; water, 7/19-8/15/14	09/02/2014	214.80 54.50 2,697.85
			Total for Check Number 31503:	2,967.15

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
31504	0159 3291493	Daily Journal of Commerce CIP 1057; legal notice	09/02/2014	516.80
Total for Check Number 31504:				516.80
31505	1880 4892	E.D. Hovee & Company, LLC Comprehensive Plan Economic Development Uf	09/02/2014	3,700.00
Total for Check Number 31505:				3,700.00
31506	1076 44464	Evergreen Sign Co. City hall front door; logo window vinyl	09/02/2014	228.06
Total for Check Number 31506:				228.06
31507	1996 01465 140815 01465 140815 01465 140815	Facility Maintenance Contractors Maint shop; janitorial service Maint shop; janitorial service Maint shop; janitorial service	09/02/2014	54.80 109.60 109.60
Total for Check Number 31507:				274.00
31508	2686 2686-9	Angela Feser Feser; RCO presentation, mileage/parking	09/02/2014	57.61
Total for Check Number 31508:				57.61
31509	0127 0127-9	GFOA Parker; GFOA GAAP update webinar	09/02/2014	135.00
Total for Check Number 31509:				135.00
31510	0354 9524528628	Grainger Aquatics; first aid cold packs	09/02/2014	33.21
Total for Check Number 31510:				33.21
31511	0302 13577.00-10 13599.00-10 14528.00-2	Gray & Osborne CIP 1057; engineering, 7/20-8/16/14 Timberlane/Jenkins park SW LID/Retro; enginee CIP 1014; engineering, 7/20-8/16/14	09/02/2014	3,345.18 15,579.99 20,886.92
Total for Check Number 31511:				39,812.09
31512	0225 0225-9	Green River Community College Small business assistance center; 1/1-6/30/14	09/02/2014	5,000.00
Total for Check Number 31512:				5,000.00
31513	2789 557-1404	Henderson, Young & Company Parks impact fee; 6/1-8/28/14	09/02/2014	3,087.00
Total for Check Number 31513:				3,087.00
31514	1722 1-996737	Honey Bucket CCP; portable toilet service, 8/13-9/12/14	09/02/2014	258.00
Total for Check Number 31514:				258.00
31515	2790 2014SU-F280	Kidz Love Soccer Instructor payment; Summer program balance	09/02/2014	11.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31515:	11.75
31516	0143 3000964 45516-45516 45569-45572 45702-45702	King County Finance Jail costs; July Covington Days; parade traffic control Streets services; July CIP 1028; overlay, 6/24-7/15/14	09/02/2014	351.58 2,078.30 20,748.12 26,585.54
			Total for Check Number 31516:	49,763.54
31517	0204 0204-9	King County Pet Licensing Pet license remittance; August	09/02/2014	535.00
			Total for Check Number 31517:	535.00
31518	2490 2490-9	Law Office of Theresa and Phillip Griffin Public defender video court; June/July	09/02/2014	3,450.00
			Total for Check Number 31518:	3,450.00
31519	2834 BL14-089	Merissa-Elise McFarland Refund; business license withdrawn	09/02/2014	60.00
			Total for Check Number 31519:	60.00
31520	2838 2838-9	Morton McGoldrick, P.S. Attorney fees	09/02/2014	1,000.00
			Total for Check Number 31520:	1,000.00
31521	2663 34690	MuniServices, LLC Comcast utility tax audit fees	09/02/2014	9,469.20
			Total for Check Number 31521:	9,469.20
31522	0818 42572376	Pacific Office Automation Copier lease, 8/15-9/14/14	09/02/2014	122.47
			Total for Check Number 31522:	122.47
31523	2771 241301	Pacific Office Automation Copier usage, 5/13-8/18/14	09/02/2014	41.82
			Total for Check Number 31523:	41.82
31524	1452 IN036072 IN036087	Palmer Coking Coal Company CCP; crushed gravel CCP; crushed gravel	09/02/2014	111.15 109.16
			Total for Check Number 31524:	220.31
31525	1407 14-81182	Parametrix, Inc. Plan review services; 7/6-8/2/14	09/02/2014	1,066.09
			Total for Check Number 31525:	1,066.09
31526	0745 0209399	Rainier Industries, Ltd City of Covington flag	09/02/2014	1,187.65
			Total for Check Number 31526:	1,187.65
31527	1905	Sharp Electronics Corporation	09/02/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	C808539-701	Copier; usage, 6/15-7/15/14		28.56
	C808539-701	Copier; usage, 6/15-7/15/14		19.04
	C810567-701	Copier; usage, 7/11-8/15/14		25.93
	C811455-701	Copier; usage, 7/15-8/27/14		20.54
	C811455-701	Copier; usage, 7/15-8/27/14		30.81
	C811457-701	Copier; usage, 7/22-8/27/14		18.42
			Total for Check Number 31527:	143.30
31528	1774 9950399	Shope Concrete Products Flat top/locking drain cover	09/02/2014	482.75
			Total for Check Number 31528:	482.75
31529	2668 R00053-08 R00053-08	Sonsray Machinery, LLC Side arm mower rental; return pick up Side arm mower rental; return pick up	09/02/2014	138.46 24.44
			Total for Check Number 31529:	162.90
31530	1903 657444 657444	Sound Publishing, Inc. Weekly bulletins; 7/11, 7/25 Monthly full page ads	09/02/2014	488.34 6,153.25
			Total for Check Number 31530:	6,641.59
31531	0736 735030 735030 735030 735030	Sound Security, Inc. Maint shop; secure monitoring, 9/1-9/30/14 Maint shop; secure monitoring, 9/1-9/30/14 Maint shop; secure monitoring, 9/1-9/30/14 Security monitoring, 9/1-9/30/14	09/02/2014	40.80 40.80 20.40 1,003.00
			Total for Check Number 31531:	1,105.00
31532	0281 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9	Standard Insurance Company Life Insurance Premiums, September Life Insurance Premiums, September	09/02/2014	597.43 179.88 95.02 7.91 576.67 264.50 95.06 279.83 86.63 43.27 113.01 316.11 164.89 498.17 307.44
			Total for Check Number 31532:	3,625.82
31533	2836 2836-9	Steamboat Studio Instructor payment; Arts and crafts	09/02/2014	37.80
			Total for Check Number 31533:	37.80
31534	2816 1948	Studio Cascade, Inc. Comprehensive plan update services through 7/1	09/02/2014	9,796.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31534:	9,796.96
31535	2835 26850	Sunrise Glass Minor housing repair; #BLAZ-03-13	09/02/2014	200.57
			Total for Check Number 31535:	200.57
31536	2103 259866101 260238431 260538996	US Bancorp Equip Finance Inc. Workroom copier lease Reception copier lease Police copier lease	09/02/2014	639.10 93.40 93.40
			Total for Check Number 31536:	825.90
31537	0357 0015183	Valley Communications 800 MHz access fee; August	09/02/2014	75.00
			Total for Check Number 31537:	75.00
31538	0046 9730711265 9730711265 9730711265 9730711265 9730711265 9730711265 9730711265 9730711265 9730711265	Verizon Wireless Cellular service, 8/21-9/20/14 Cellular service/tablet data, 8/21-9/20/14 Cellular service/tablet data, 8/21-9/20/14 Cellular service/tablet data, 8/21-9/20/14 Cellular service, 8/21-9/20/14 Cellular service, 8/21-9/20/14 Cellular service, 8/21-9/20/14 Cellular service, 8/21-9/20/14 Cellular service, 8/21-9/20/14 Cellular service, 8/21-9/20/14	09/02/2014	57.70 81.09 324.94 182.19 29.95 47.10 28.85 174.99
			Total for Check Number 31538:	926.81
31539	0242 0242-9 0242-9	WACE Bykonen; WACE conference registration Bykonen; WACE membership renewal	09/02/2014	200.00 40.00
			Total for Check Number 31539:	240.00
31540	2652 5001436125	Wells Fargo Financial Leasing Plotter/scanner lease, 9/10-10/9/14	09/02/2014	227.09
			Total for Check Number 31540:	227.09
31541	0139 14-S412 14-S413	West Coast Awards & Athletics Soccer league; t-shirts Flag football; t-shirts	09/02/2014	2,892.45 691.55
			Total for Check Number 31541:	3,584.00
31542	2837 2837-9	Christopher Williams Williams; Motorcycle training, per diem	09/02/2014	78.20
			Total for Check Number 31542:	78.20
			Report Total (62 checks):	202,176.99

September 12, 2014

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 09/12/14 consisting of:

PAYLOCITY CHECK # 1002824137 through PAYLOCITY CHECK # 1002824155 and
PAYLOCITY CHECK # 1002824172 through PAYLOCITY CHECK # 1002824172 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$163,266.78

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.

Cassandra Parker
Interim Deputy Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

09/12/14 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
108118	Regular	9/12/2014	235	Hendrickson, Robert	4,069.14
108119	Regular	9/12/2014	246	Kirshenbaum, Kathleen	1,020.96
108120	Regular	9/12/2014	243	Lyon, Valerie	1,452.28
108121	Regular	9/12/2014	234	Mhoon, Darren S	1,437.30
108122	Regular	9/12/2014	162	Michaud, Joan M	2,140.00
108123	Regular	9/12/2014	123	Scott, Sharon G	2,488.19
108124	Regular	9/12/2014	313	Slate, Karla J	2,352.46
108125	Regular	9/12/2014	275	Hart, Richard	3,494.55
108126	Regular	9/12/2014	368	Mueller, Ann M	1,164.24
108127	Regular	9/12/2014	180	Cles, Staci M	1,780.71
108128	Regular	9/12/2014	146	Hagen, Lindsay K	1,536.56
108129	Regular	9/12/2014	105	Parker, Cassandra	2,861.57
108130	Regular	9/12/2014	454	Salazar-Delatorre, Viviana J	196.17
108131	Regular	9/12/2014	374	Allen, Joshua C	1,693.81
108132	Regular	9/12/2014	353	Dalton, Jesse J	2,427.83
108133	Regular	9/12/2014	373	Fealy, William J	1,985.56
108134	Regular	9/12/2014	301	Gaudette, John J	2,302.50
108135	Regular	9/12/2014	186	Junkin, Ross D	2,799.60
108136	Regular	9/12/2014	443	Matthews, Paul E	849.21
108137	Regular	9/12/2014	440	Rosales, Rafael	710.50
108138	Regular	9/12/2014	457	Smith, Nathan H	884.52
108139	Regular	9/12/2014	268	Bykonen, Brian D	2,100.68
108140	Regular	9/12/2014	279	Christenson, Gregg R	2,091.39
108141	Regular	9/12/2014	270	Lyons, Salina K	2,323.13
108142	Regular	9/12/2014	269	Meyers, Robert L	3,285.62
108143	Regular	9/12/2014	284	Ogren, Nelson W	2,751.59
108144	Regular	9/12/2014	266	Thompson, Kelly	2,107.90
108145	Regular	9/12/2014	307	Morrissey, Mayson	2,778.58
108146	Regular	9/12/2014	199	Bahl, Rachel A	2,010.82
108147	Regular	9/12/2014	292	Carkeek, Lena	199.70
108148	Regular	9/12/2014	451	Conway, Sean	1,895.56
108149	Regular	9/12/2014	428	Feser, Angela M	2,174.47
108150	Regular	9/12/2014	448	Finazzo, Dominic V	1,485.88
108151	Regular	9/12/2014	305	Kiselyov, Tatyana	1,523.86
108152	Regular	9/12/2014	453	Leung, Rachael M	1,232.19
108153	Regular	9/12/2014	397	Martinsons, Jaquelyn	237.54
108154	Regular	9/12/2014	195	Patterson, Clifford	2,430.73
108155	Regular	9/12/2014	306	Thomas, Scott R	3,602.31
108156	Regular	9/12/2014	106	Bates, Shellie L	1,903.02
108157	Regular	9/12/2014	349	Buck, Shawn M	1,680.77
108158	Regular	9/12/2014	273	French, Fred	509.94
108159	Regular	9/12/2014	436	Lindskov, Robert T	2,885.16
108160	Regular	9/12/2014	257	Parrish, Benjamin A	1,926.60
108161	Regular	9/12/2014	173	Vondran, Donald M	3,719.61
108162	Regular	9/12/2014	252	Wesley, Daniel A	2,277.27
108163	Regular	9/12/2014	388	Andrews, Kaitlyn E	333.33
108164	Regular	9/12/2014	434	Bailey, Brooke	74.07
108165	Regular	9/12/2014	393	Blakely, Coleman P.	254.74
108166	Regular	9/12/2014	379	Carrillo, Anthony G	515.16
108167	Regular	9/12/2014	258	Cox, Melissa	125.54
108168	Regular	9/12/2014	409	Hanger, Austin R.	76.60
108169	Regular	9/12/2014	460	Hatch, Christopher	66.73
108170	Regular	9/12/2014	417	Hendricks, Cole M	58.39

108171 Regular	9/12/2014	425 Knox, John Q	341.86
108172 Regular	9/12/2014	426 Knox, Patrick L	200.99
108173 Regular	9/12/2014	201 Loeppky, Janna	758.53
108174 Regular	9/12/2014	438 Mashika, Myroslav	309.39
108175 Regular	9/12/2014	423 McCarthy, Joseph	828.95
108176 Regular	9/12/2014	340 Middleton, Jordan	48.94
108177 Regular	9/12/2014	439 Newman, Ashley M	619.22
108178 Regular	9/12/2014	445 Portin, Andrew	83.42
108179 Regular	9/12/2014	319 Praggastis, Alexander	480.95
108180 Regular	9/12/2014	390 Tomalik, Stefan A	449.39
108181 Regular	9/12/2014	363 Tran, Jenifer	55.44
108182 Regular	9/12/2014	392 Wardrip, Spencer A	891.35
108183 Regular	9/12/2014	392 Wardrip, Spencer A	75.94
108184 Regular	9/12/2014	432 Wilton, Sara J	199.28
108185 Regular	9/12/2014	464 Gill, Armann S	74.25
108186 Regular	9/12/2014	467 Lam, Brandon A	88.25
108187 Regular	9/12/2014	468 Lam, Matthew T	39.38
108188 Regular	9/12/2014	116 Beaufreere, Noreen	2,780.90
108189 Regular	9/12/2014	137 Throm, Victoria J	1,901.86
1002824137 Regular	9/12/2014	364 Newell, Nancy J	113.59
1002824138 Regular	9/12/2014	458 Burns, Mark E	826.82
1002824139 Regular	9/12/2014	459 Ensign, Tanner J	860.32
1002824140 Regular	9/12/2014	446 Kemp, Wyatt	775.88
1002824141 Regular	9/12/2014	456 Pfefferkorn, Sharesa	44.32
1002824142 Regular	9/12/2014	378 Bell, Colin Q	904.60
1002824143 Regular	9/12/2014	437 George, James C	168.53
1002824144 Regular	9/12/2014	274 Goldfoos, Rhyan	67.53
1002824145 Regular	9/12/2014	430 Hanson, Sean C	338.72
1002824146 Regular	9/12/2014	399 Jensen, Emily A	507.96
1002824147 Regular	9/12/2014	387 Praggastis, Elena C	185.11
1002824148 Regular	9/12/2014	400 Quintos, Edward Louie D	209.43
1002824149 Regular	9/12/2014	415 Rinck, Tyler P	38.94
1002824150 Regular	9/12/2014	395 Wunschel, Ethan G.	131.29
1002824151 Regular	9/12/2014	470 Cekarmis, Dusan	105.28
1002824152 Regular	9/12/2014	465 Demecilio, Bryce D	78.75
1002824153 Regular	9/12/2014	469 Laukala, Brayden J	13.93
1002824154 Regular	9/12/2014	466 Morasch, David G	90.23
1002824155 Regular	9/12/2014	462 Rogers, Trask	47.79

Totals for Payroll Checks 91 Items 106,023.85

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
108190	AGENCY	9/12/2014	401SS	ICMA Retirement Trust	16,788.75
108191	AGENCY	9/12/2014	CICOV	City of Covington	2,748.93
108192	AGENCY	9/12/2014		Emp City of Covington Employee	88.00
108193	AGENCY	9/12/2014	IC401	ICMA Retirement Trust	14,286.26
108194	AGENCY	9/12/2014	IC457	ICMA Retirement Trust	1,792.34
108195	AGENCY	9/12/2014	ROTH	ICMA Retirement Trust	150.00
108196	AGENCY	9/12/2014	VEBA	HRA VEBA Trust	1,681.00
1002824172	AGENCY	9/12/2014	JG1	WASH CHILD SUPPORT	110.41

Totals for Third Party 8 Items 37,645.69

Tax Liabilities 19,376.93
Paylocity Fees 220.31

Grand Total \$ 163,266.78

Consent Agenda Item C-3

Covington City Council Meeting

Date: September 23, 2014

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

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Agreement for Services with Best Parking Lot Cleaning for Street Sweeping

PREPARED BY: Ross Junkin, Maintenance Supervisor

EXPLANATION:

The Public Works Department solicited bids for street sweeping services from all the sweeping companies identified on the Municipal Research and Services Center (MRSC) Small Works Roster. Two companies provided complete bids for the service. The lowest responsive bid is listed below.

Schedule A: City of Covington

Item No.	Items of Work	Bid Qty	Units	Unit Prices	Total Amount
A1	Downtown Streets	52	Each	460.00	23,920.00
A2	Arterial Streets	25	Each	800.00	20,000.00
A3	Residential Streets	4	Each	3,200.00	12,800.00
A4	Emergency Response	1	Hour	85.00	N/A
A5	Special Event Sweeps	3	Hour	85.00	N/A
A6	Storm Clean-Up	1	Cubic Yard	30.00	N/A
Total					56,720.00
Sales Tax					4,877.92
Grand Total					61,597.92

Schedule B: City of Maple Valley

Item No.	Items of Work	Bid Qty	Units	Unit Prices	Total Amount
B1	Primary Streets	12	Each	2,200.00	26,400.00
B2	Local Streets	4	Each	4,600.00	18,400.00
B3	Emergency Response	1	Hour	85.00	N/A
B4	Special Event Sweeps	1	Hour	85.00	N/A
B5	Storm Clean-Up	1	Cubic Yard	30.00	N/A
Total					44,800.00
Sales Tax					3,852.80
Grand Total					48,652.80

Schedule A and Schedule B Grand Total 110,250.72

Staff requests the city council to award the 2014/15 Street Sweeping Agreement to the lowest, most qualified bidder, Best Parking Lot Cleaning, in the amount not to exceed \$119,521 to sweep the streets of Covington and Maple Valley as outlined in the agreement. The remaining funds will be used for discretionary items that include emergency cleaning after storms, callouts due to accidents, project specific cleanup, problem areas that need extra unplanned cleaning, street cleaning for community events (safety and aesthetic issues) and emergency spill cleanup in the street surfaces (oil, gasoline, diesel and other chemicals).

The City of Covington will administer this contract for Covington as well as Maple Valley. Reimbursement requests will be provided to the City of Maple Valley for the sweeping done within their borders as well as administrative costs associated with overseeing this contract.

Each city has a different schedule and frequency for sweeping their individual city which is outlined in the contract documents.

This contract calls for renewal each year for up to three years, provided the contractor meets performance standards and both parties agree to the renewal.

ALTERNATIVES:

1. Reject all bids and re-advertise the project for competitive bids later.

FISCAL IMPACT:

The Agreement for Services with Best Parking Lot Cleaning for Street Sweeping will not exceed \$119,521.

The billing procedures in the Joint Interlocal Agreement with Maple Valley allow us to bill Maple Valley for their portion including administrative fees. Once we receive the payment that will be offset on the revenue side.

The 2015 Budget amount requested for this activity is \$119,521 (Surface Water Management Fund).

Total Bid Amount	\$110,250
Discretionary Items	<u>\$9,271</u>
Total	\$119,521

The level of sweeping continues to lower the city's victoring costs, reduce citizen complaints and provide a well maintained aesthetic downtown area.

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

Councilmember _____ moves, Councilmember _____ seconds, to authorize the Interim City Manager to execute an Agreement for Services with Best Parking Lot Cleaning for Street Sweeping in an amount not to exceed \$119,521 and in substantial form as the proposed agreement.

REVIEWED BY: Interim City Manager, City Attorney, Deputy Finance Director

**CITY OF COVINGTON
AGREEMENT FOR SERVICES**

ATTACHMENT 1

Between: City of Covington and Best Parking Lot Cleaning Inc.
Project: Street Sweeping
Commencing: October 1, 2014
Terminating: September 30, 2015
Amount: Not to Exceed \$119,521

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this ____ day of September, 2014, by and between the City of Covington ("City"), a Washington municipal corporation, and Best Parking Lot Cleaning Inc. ("Contractor"), a corporation.

RECITALS:

A. The City, in partnership with the City of Maple Valley ("Maple Valley"), seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform street sweeping services on behalf of the citizens of Covington and Maple Valley; and

B. The City has taken the lead administrative role of requesting bids for said services and has selected the Contractor to perform said services; and

C. The Contractor has the requisite skill and experience necessary to provide said services; and

D. The purpose of this Agreement is to establish the terms and conditions under which the Contractor will perform said services.

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

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Contractor and the Contractor does hereby agree to perform on behalf of the City the services more particularly described herein.

2. Scope of Services. Upon written authorization from the City to proceed, the Contractor shall perform the services described on both Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by this reference ("Services"), in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Contractor shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this Agreement and shall submit a

“Statement of Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid” in compliance with RCW 39.12.

3. Term of Agreement.

3.1 This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than September 30, 2015, unless earlier terminated under the provisions of this Agreement. Time is of the essence in each and every term of this Agreement.

3.2. This Agreement may be renewed each September for the succeeding two (2) years (2015/2016 and 2016/2017) upon performance audit and approval by the City. The unit price of the Agreement shall be adjusted each year using the Seattle-Tacoma Consumer Price Index – Urban (CPI-W) rate starting with June of 2014 as the initial benchmark and the rate in June in subsequent years to be applied in October of that year.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \$119,521.

4.2. Method of Payment. Payment for Services shall be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City within thirty (30) days of performance of the Services, and the same is approved by the appropriate City representative. Services for Covington and Maple Valley shall be invoiced separately to the City. Payment shall be made no later than ten (10) days after the City’s Council approval of the invoiced amount.

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

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

5. Warranty. The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of Covington business license. The City of Maple Valley requires a Washington State business license. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Contractor shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Contractor under this Agreement. The Contractor shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of

the Contractor. The City shall also have the right to deduct from payments to the Contractor any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Contractor's failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City's approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Contractor shall be delivered to the City.

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

8. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless the Cities of Covington and Maple Valley and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of Contractor, its employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Contractor, its employees, agents, volunteers or representatives and the City or its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of Contractor, its employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Contractor shall assume all costs of defense thereof, including administrative and legal fees incurred by the City, and of all resulting judgments that may be obtained against the City or any of its officers, principals, agents, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, Contractor shall at once cause the

same to be dissolved and discharged by giving bond or otherwise. Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and for that purpose Contractor specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Contractor recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

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

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

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

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

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

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

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

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

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

11. Termination.

11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. The Contractor may terminate this Agreement upon sixty (60) days notice to the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall be submitted to the City within five (5) days of the date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

if to the Contractor, to:

Best Parking Lot Cleaning Inc.
Attn: Rich Hamilton
P.O. Box 159
Sumner, WA 98390

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

if to the City, to:

City of Covington
Attn: Maintenance Supervisor
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

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

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

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

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

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

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

CITY OF COVINGTON

By: Rob Hendrickson
Its: Interim City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

BEST PARKING LOT CLEANING INC.

By: Rich Hamilton
Its: Owner

City of Covington
Small Public Works Roster
Street Sweeping

SCOPE OF SERVICES

The Contractor agrees to provide street sweeping services, curb to curb (or to edge of pavement), during this contract as follows (see Exhibit A1 for locations):

1. Downtown Streets
 - January – December (52) Once every week (nights)
 - Prior to Community Events (3) July, October, and December

2. Arterial Streets
 - January – April Once every other week
 - May – August Once per month
 - September – October Once every other week
 - November – December Weekly

3. Residential Streets
 - Sweep all 4 maintenance zones November, February, April, July (Quarterly)

4. Emergency Response
 - Storm cleanup which includes sweeping sand after snow and ice events and wind storm cleanup (must be cleaned within 30 days of end of event).
 - Callout response which includes accidents and/or spill cleanup (must be within 1 hour).
 - Response to specific requests as transmitted by the City.

5. Contractor will provide monthly verification of proper disposal of spoils with each invoice submitted

6. Contractor will notify the City of Covington Maintenance Supervisor in advance of work schedules.

7. Contractor will provide a weekly log to the City of Covington Maintenance Supervisor via email or fax indicating completed work.

Note: The contractor is responsible for proper disposals of all sweepings. No storage on City of Covington or City of Maple Valley property is available.

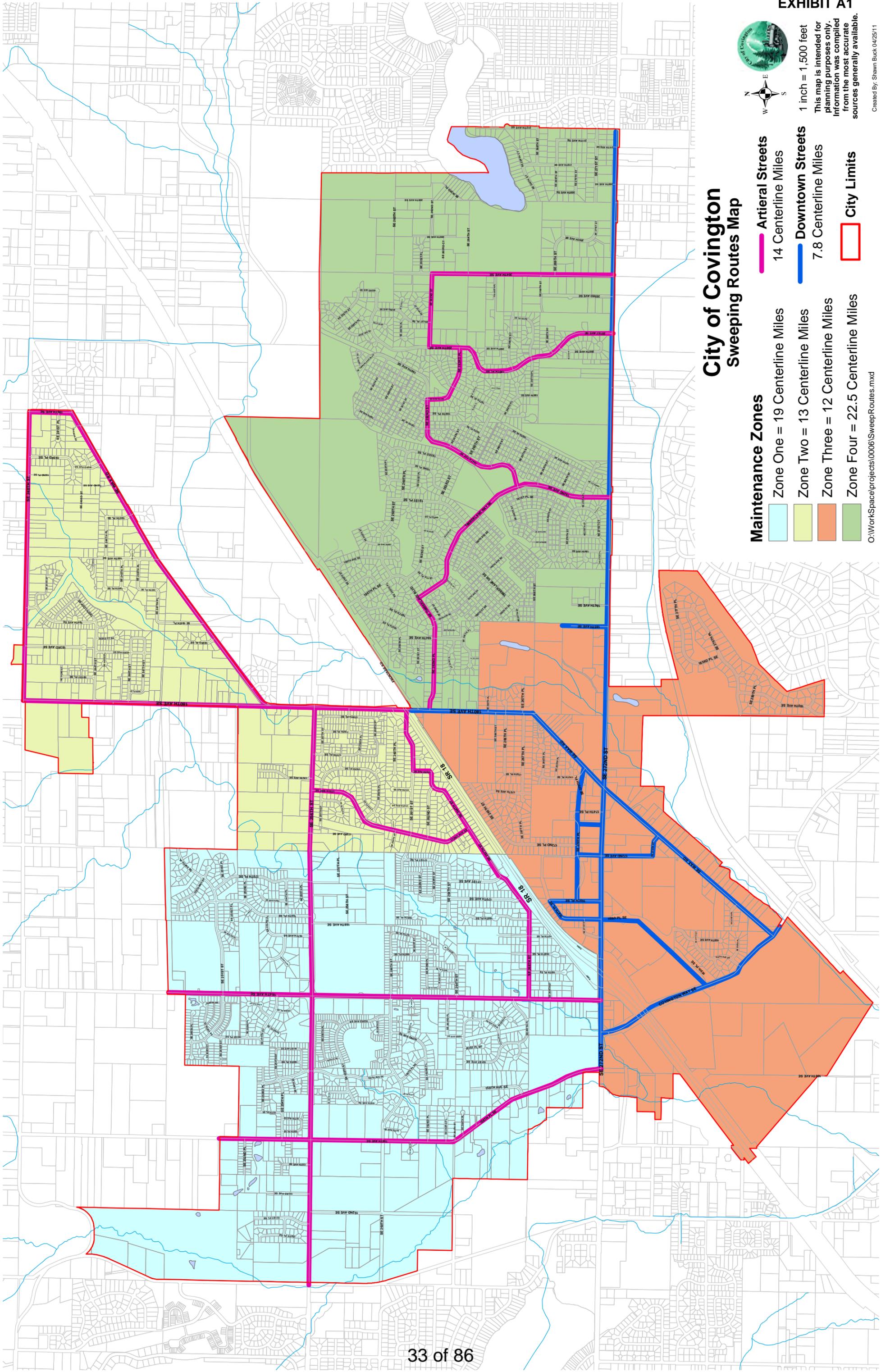


1 inch = 1,500 feet
This map is intended for planning purposes only. Information was compiled from the most accurate sources generally available.

Created By: Shawn Buck, 04/25/11

City of Covington Sweeping Routes Map

- Maintenance Zones**
 - Zone One = 19 Centerline Miles
 - Zone Two = 13 Centerline Miles
 - Zone Three = 12 Centerline Miles
 - Zone Four = 22.5 Centerline Miles
- Arterial Streets**
14 Centerline Miles
- Downtown Streets**
7.8 Centerline Miles
- City Limits**



City of Maple Valley
Small Public Works Roster
Street Sweeping

SCOPE OF SERVICES

The Contractor agrees to provide street sweeping services, curb to curb (or to edge of pavement), during this contract as follows (see Exhibit B1 and B2 for locations):

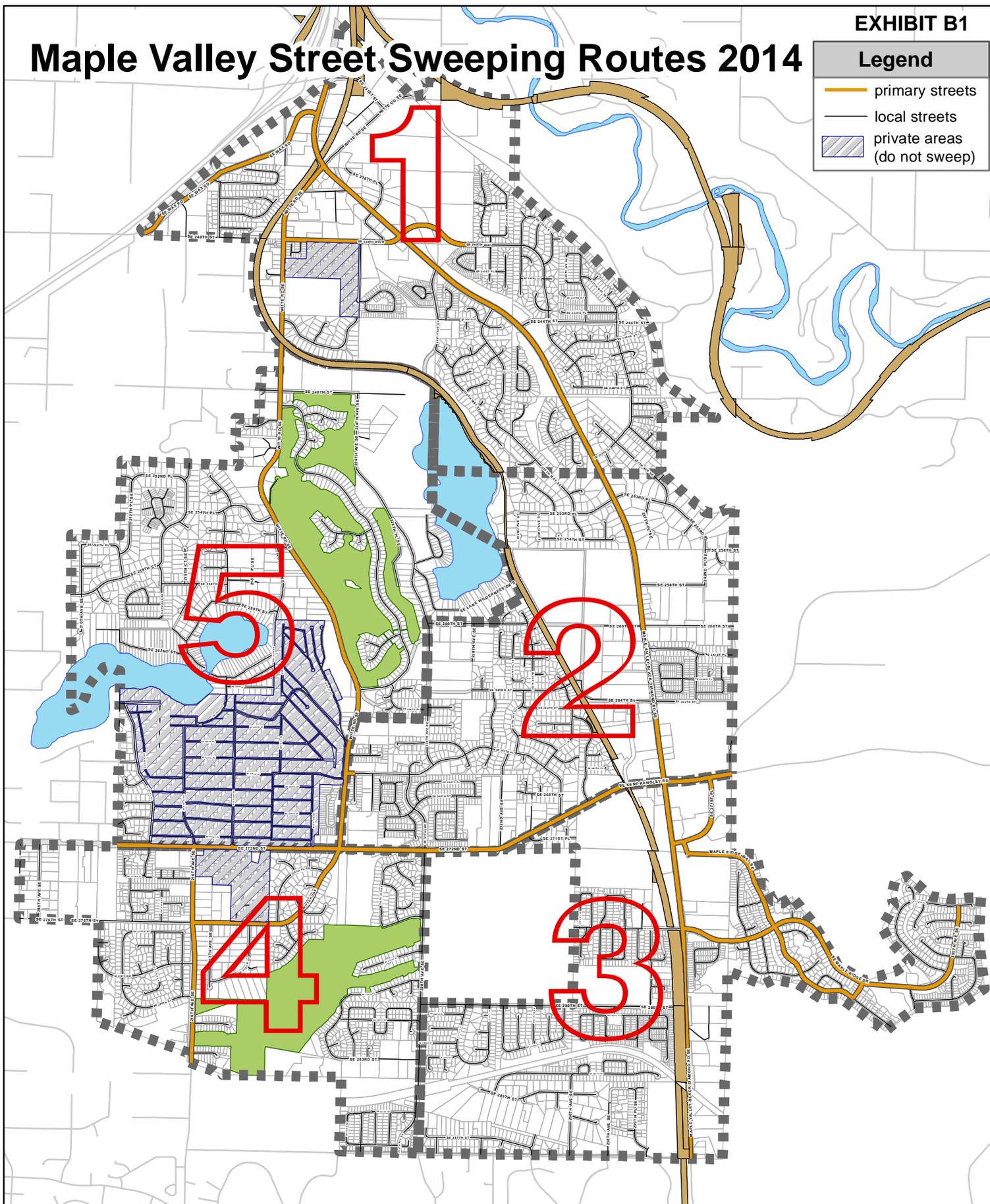
1. Primary Streets
 - Once per month
 - Prior to Community Events (1) June, MV Days (see Exhibit B2)
2. Local Streets
 - Quarterly
3. Emergency Response
 - Storm cleanup which includes sweeping sand after snow and ice events and wind storm cleanup (must be cleaned within 30 days of end of event).
 - Callout response which includes accidents and/or spill cleanup (must be within 1 hour).
 - Response to specific requests as transmitted by the City.
5. Contractor will provide monthly verification of proper disposal of spoils with each invoice submitted.
6. Contractor will notify the City of Covington Maintenance Supervisor in advance of work schedules.
7. Contractor will provide a weekly log to the City of Covington Maintenance Supervisor via email or fax indicating completed work.

Note: The contractor is responsible for proper disposals of all sweepings. No storage on City of Covington or City of Maple Valley property is available.

Maple Valley Street Sweeping Routes 2014

Legend

- primary streets
- local streets
- private areas (do not sweep)

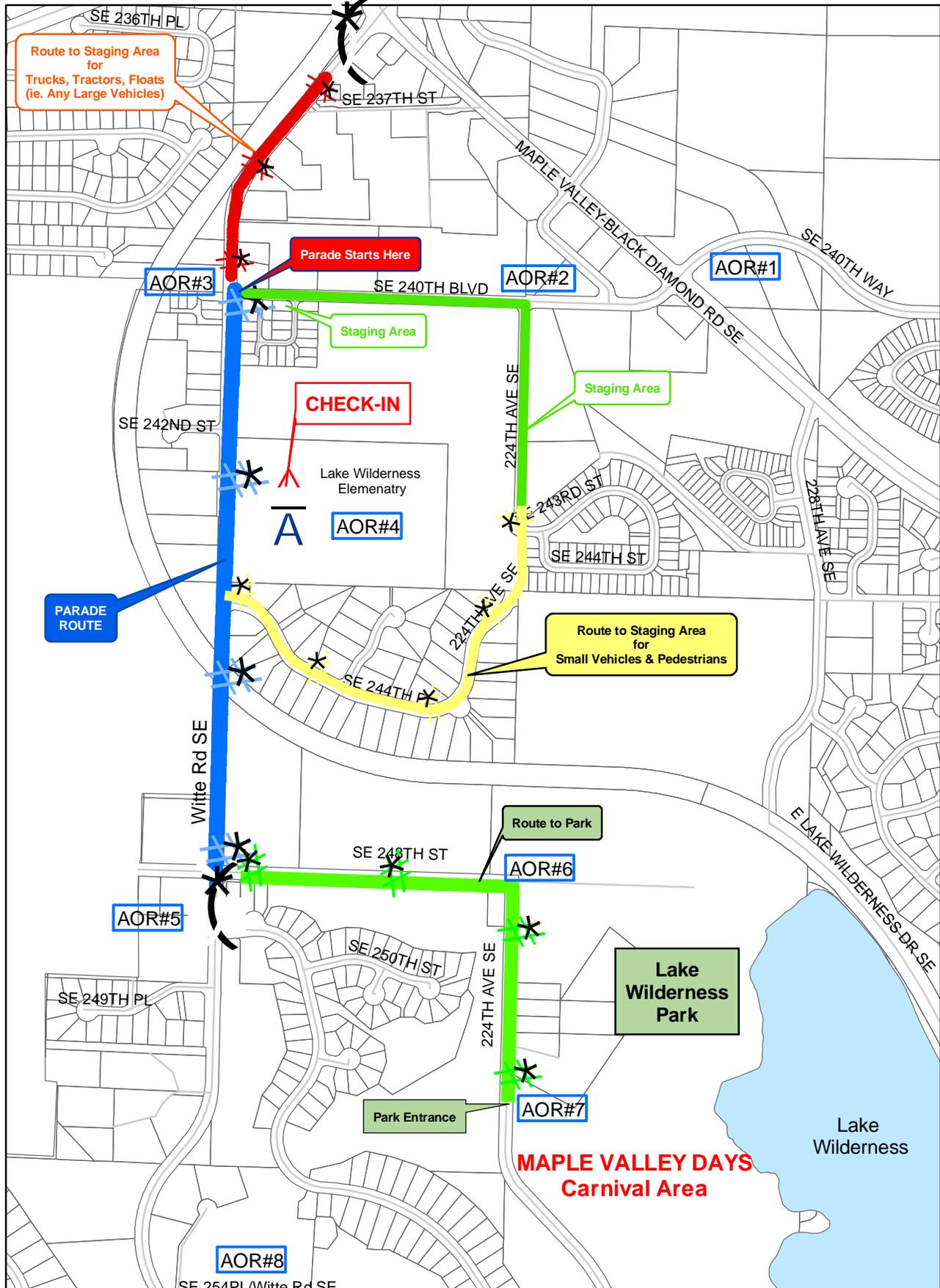


ZONE	LOCAL CENTERLINE MILES	LOCAL LANE MILES	PRIMARY CENTERLINE MILES	PRIMARY LANE MILES	TOTAL LANE MILES
1	13.3	26.8	5.31	10.62	37.22
2	12.72	25.44	4.58	9.17	34.61
3	12.22	24.45	5.58	11.16	35.81
4	9.95	19.9	2.78	5.55	25.45
5	21.85	43.7	1.37	2.74	48.44



Maple Valley Days Parade Route

EXHIBIT B2



SUBJECT: RECEIVE TESTIMONY FROM THE PUBLIC AND CONSIDER SIX-MONTH EXTENSION OF INTERIM ZONING REGULATIONS REGARDING RECREATIONAL MARIJUANA.

RECOMMENDED BY: Richard Hart, Community Development Director
Sara Springer, City Attorney

ATTACHMENT(S):

1. Proposed ordinance extending interim zoning regulations for recreational marijuana production, processing, and retail uses for six months.
2. Interim Zoning Map with 1000 ft. Sensitive Area Buffers

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

On November 12, 2013, the council passed interim zoning regulations for recreational marijuana production, processing, and retail uses for an initial six month period and renewed the interim regulations on April 22, 2014, for an additional six months. This item is being brought back for the council to hold a public hearing, pursuant to Chapter 35A.63.220 of the Revised Code of Washington, to extend the interim zoning regulations for recreational marijuana for an additional six months.

The Washington State Liquor Control Board (LCB) began issuing licenses for recreational marijuana businesses this summer, however, few have yet to open for business. Accordingly, the land use and secondary impacts of these uses are still largely unknown and continue to be evaluated by local government. The full extent of these regulations still needs to be addressed by the city. Accordingly, staff recommends for the city to extend the interim zoning regulations for an additional six months. The council may repeal and replace interim zoning regulations with permanent zoning regulations at any time.

A proposed ordinance extending the interim zoning regulations currently in effect is attached for council's review and consideration. (Attachment 1) City staff will continue to monitor the ever evolving legal, policy, and land use considerations surrounding recreational marijuana to inform the work plan for the adoption of permanent recreational marijuana regulations.

ALTERNATIVES:

1. Amend the interim zoning regulations for recreational marijuana production, processing, and retail facilities.
2. Adopt a moratorium on recreational marijuana production, processing, and retail facilities. (Not Recommended)
3. Let the interim zoning regulations expire, leaving no regulation of recreational marijuana production, processing, and retail facilities. (Not Recommended)

FISCAL IMPACT:

Staff time to respond to inquiries and review and permit proposed facilities.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

**Councilmember _____ moves, and councilmember
_____ seconds, to adopt an ordinance extending the interim zoning
regulations for recreational marijuana production, processing, and retail
uses for an additional six months.**

REVIEWED BY: Interim City Manager; City Attorney; Community Development Director

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING ORDINANCE NO. 06-14 TO EXTEND THE INTERIM ZONING REGULATIONS FOR RECREATIONAL MARIJUANA PRODUCTION, PROCESSING, AND RETAIL USES FOR AN ADDITIONAL SIX MONTHS; PROVIDING FOR A PUBLIC HEARING ON THE EXTENSION; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Initiative 502, passed by Washington voters on November 6, 2012, and codified in Chapter 69.50 of the Revised Code of Washington (RCW), modified the State Controlled Substances Act to allow the possession of recreational marijuana for private and personal use and established a system for lawful production, processing, and retailing of recreational marijuana under state law; and

WHEREAS, the Washington State Liquor Control Board (LCB) developed rules and regulations related to the licensing and location of recreational marijuana production, processing, and retailing uses as allowed under the Initiative; and

WHEREAS, the LCB will not consider local zoning regulations in deciding whether to issue licenses for recreational marijuana producers, processors, and retailers, but those businesses are required to comply with local zoning regulations and controls; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the city to adopt interim land use regulations and official controls,

WHEREAS, on April 22, 2014, the Covington City Council passed Ordinance No. 06-14 which declared an emergency necessitating the immediate adoption of interim zoning regulations for recreational marijuana production, processing, and retail uses for an initial six-month period, as more particularly described in Ordinance No. 06-14; and

WHEREAS, though the LCB has recently begun issuing licenses for recreational marijuana businesses, the land use and secondary impacts of these uses are still largely unknown and the regulations that the city will need to address them remain uncertain; and

WHEREAS, on September 23, 2014, a public hearing was held on the extension of the interim zoning regulations set forth in this ordinance and the council has weighed the testimony received; and

WHEREAS, based on the public testimony received on September 23, 2014, and materials provided by city staff, the council deems it in the public interest to extend the currently adopted interim zoning regulations for recreational marijuana production, processing, and retail uses for an additional six-months to observe and investigate further the land use and secondary impacts of said uses; and

WHEREAS, nothing in this ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law;

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

Section 1. Findings of Fact. In accordance with RCW 35A.63.220 and RCW 36.70A.390, which require the city council to adopt findings of fact justifying the adoption of interim zoning regulations, the “WHEREAS” clauses set forth above are hereby adopted as the city council’s findings of fact in support of the interim zoning regulations imposed by this ordinance and are fully incorporated herein by this reference. The city council may adopt additional findings in the event that additional evidence is presented to the city council.

Section 2. Extension of Interim Zoning Regulations. The six-month interim zoning regulations established by Ordinance No. 06-14 shall not lapse and shall be extended for an additional six months to be effective through April 8, 2015.

Section 3. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Corrections. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof this 23rd day of September, 2014.

Mayor Margaret Harto

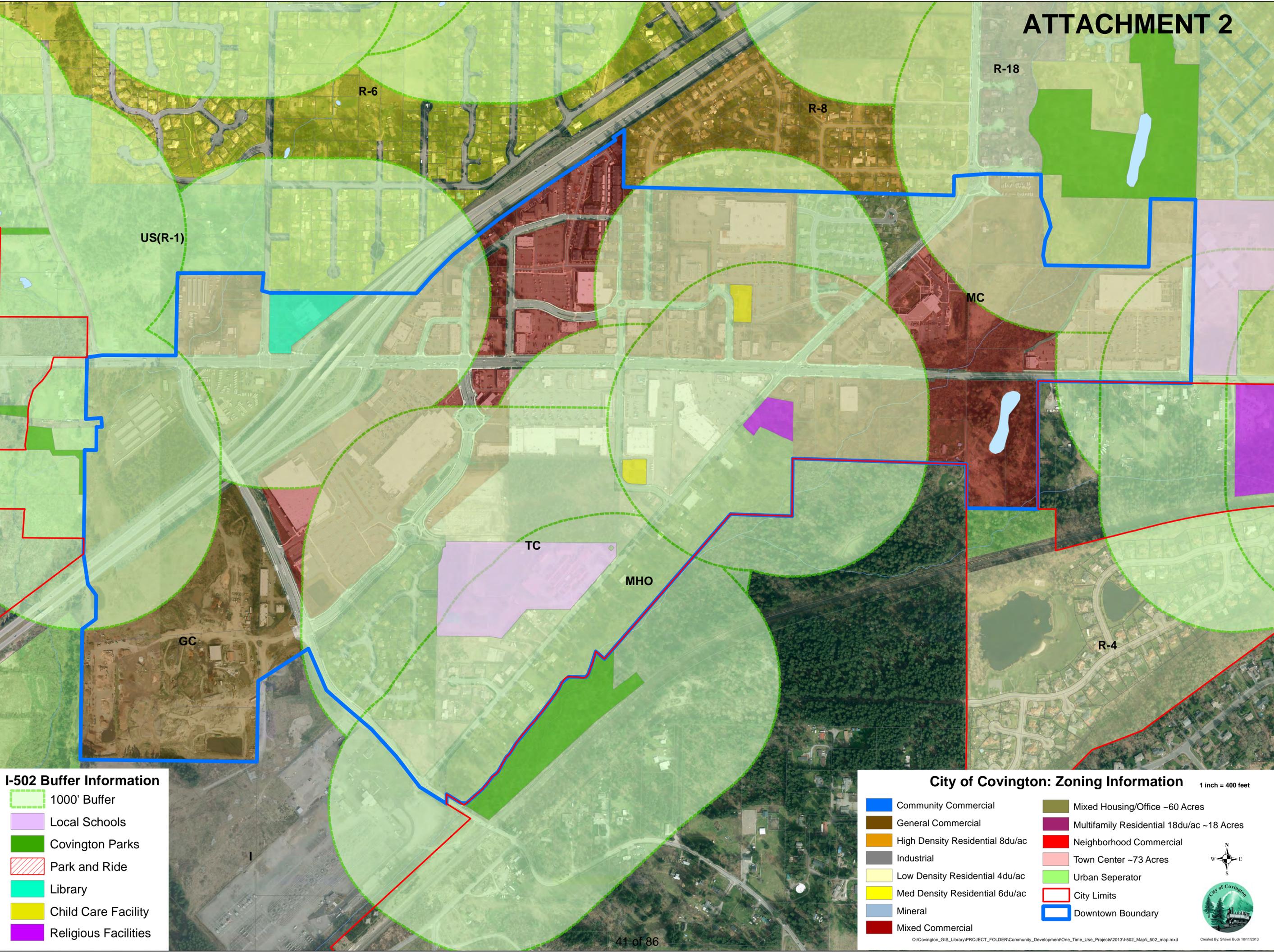
PUBLISHED: October 3, 2014
EFFECTIVE: October 8, 2014

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney



I-502 Buffer Information

- 1000' Buffer
- Local Schools
- Covington Parks
- Park and Ride
- Library
- Child Care Facility
- Religious Facilities

City of Covington: Zoning Information 1 inch = 400 feet

 Community Commercial	 Mixed Housing/Office ~60 Acres
 General Commercial	 Multifamily Residential 18du/ac ~18 Acres
 High Density Residential 8du/ac	 Neighborhood Commercial
 Industrial	 Town Center ~73 Acres
 Low Density Residential 4du/ac	 Urban Separator
 Med Density Residential 6du/ac	 City Limits
 Mineral	 Downtown Boundary
 Mixed Commercial	




Created By: Shawn Buck 10/11/2013

SUBJECT: UPDATE REGARDING DESIGN ELEMENTS WITHIN THE RIGHT OF WAY

RECOMMENDED BY: Rob Hendrickson, Interim City Manager

ATTACHMENT(S):

1. WSDOT Standard Concrete Finishes
2. WSDOT Concrete Color Card
3. Bridge/Pedestrian Railing

PREPARED BY: Don Vondran, PE, Public Works Director

EXPLANATION:

On April 22, 2014, staff made a presentation to the council regarding design elements and options within the right-of-way (ROW), and the council indicated that they would like to implement certain design elements when feasible. This update is to inform the council of an opportunity to implement said design elements as part of the SR 516: Jenkins Creek to 185th project.

On April 22, 2014, staff made a presentation regarding design elements in the ROW. Council indicated that they would like to implement certain design elements when feasible. This update will provide some additional opportunities that we can implement that is primarily associated with the SR 516: Jenkins Creek to 185th project.

The project will include the green fiberglass mastarm LED streetlights instead of the galvanized steel poles that currently exist to the west of the project. In addition, there are several concrete finishes that can be done on the bridge (as well as any walls) that WSDOT will approve (see Attachment 1). Also, there are a few variations in the concrete pigment color that are acceptable as well (see Attachment 2). As for the bridge/pedestrian railing, we are working with WSDOT on the design options that we can use for the bridge railing. There are several examples in Attachment 3 on the types of railing that have been approved by WSDOT. It appears that we may be able to provide a design similar to the railing used in Maple Valley and they will review, we just need to finalize the style and color that we want to submit. Staff would appreciate any feedback on preferences that council has on the noted design elements. City staff also plans on presenting the noted design options to the Arts Commission to receive their input as well.

FISCAL IMPACT:

Presentation only.

CITY COUNCIL ACTION:

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

REVIEWED BY: Interim City Manager, City Attorney, Deputy Finance Director

Standard Concrete Finishes

For Bridge & Structure Construction in Highway Projects



Paul Kinderman PE AIA
State Bridge and Structures Architect

WSDOT Standard Concrete Finishes

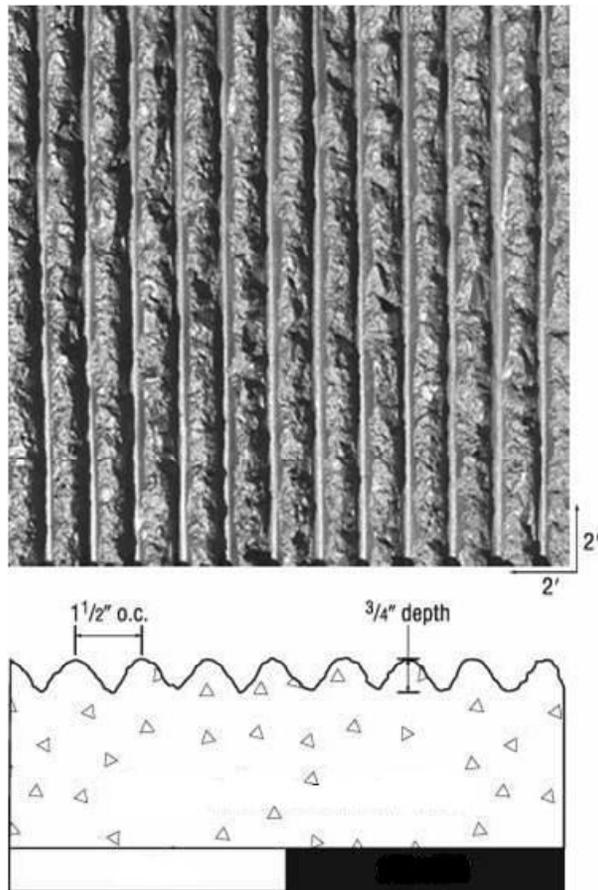
with Premanufactured Form Liners

- Fractured Fin Finish
- Fractured Granite Finish
- Random Board Finish ($\frac{3}{4}$ "
- Random Board Finish (Variable Depth)
- Ribbed Finish
- Striated Finish
- Ashlar Stone Finish
- Block Finish
- Split Face Finish
- River Rock Finish
- Fractured Basalt Finish
- Cascadian Stone Finish

Context Sensitive Solutions

- These finishes have been selected based on their continued use in WSDOT construction projects.
- Aesthetic features are for the community and corridor roadway sides, depending on the project.
- The State Bridge and Structures Architect is required to approve concrete surface treatments.
- Concrete surface treatments are typically chosen in collaboration with Region or H.Q. Landscape Architects.

Fractured Fin

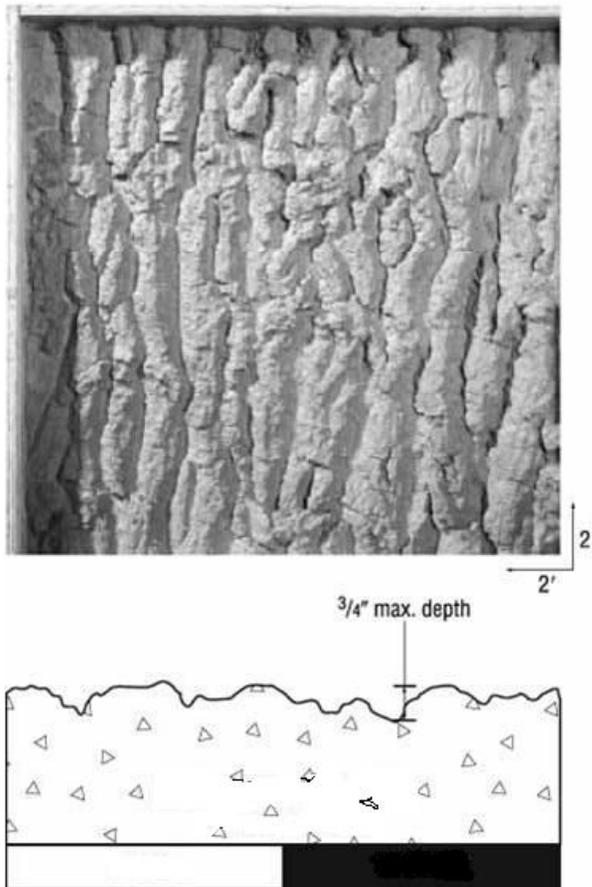


- The Original fractured fin was produced in 1970.
- This 30 years old is one of the most specified surface treatments..

Typical uses:

- I-90, I-5, Statewide classic

Fractured Granite

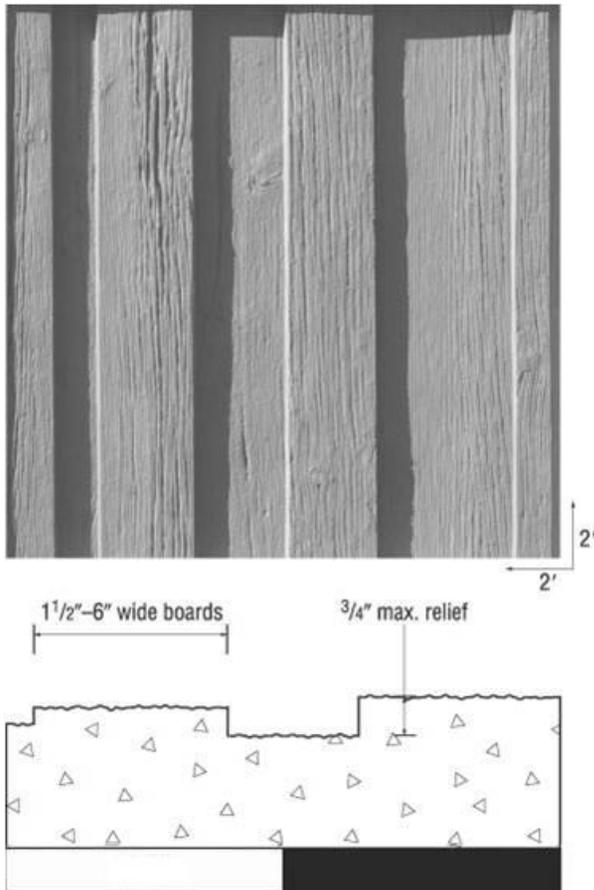


- Surface treatment resembles bark or fractured granite.

Typical uses:

- Near selected areas, Everett HOV I-5, Mill creek

Random Board Finish (3/4")

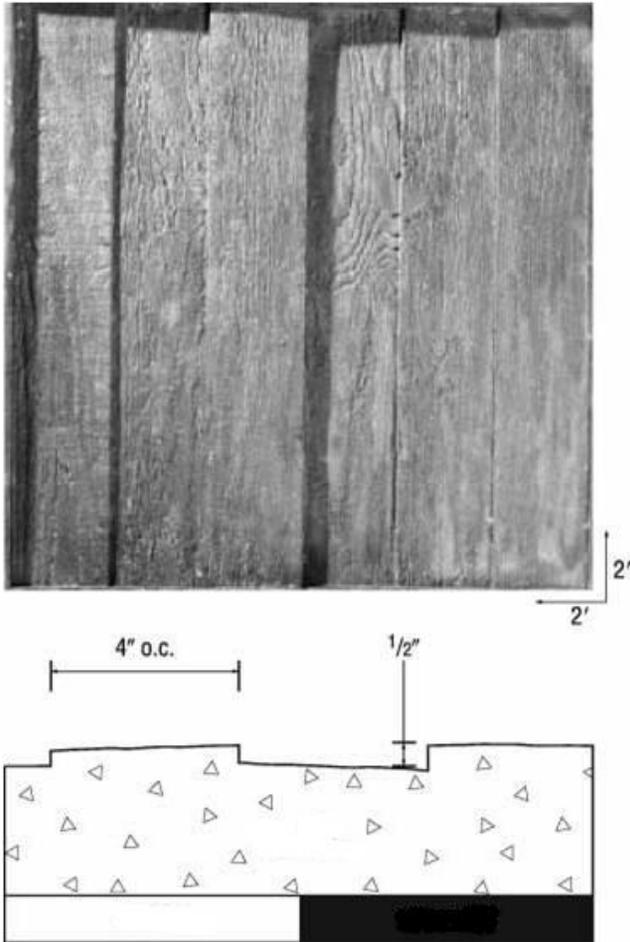


- Natural looking, rough-cut wood textures.

Typical uses:

- SR 16, I-5, I-90, SR 18, SR 520

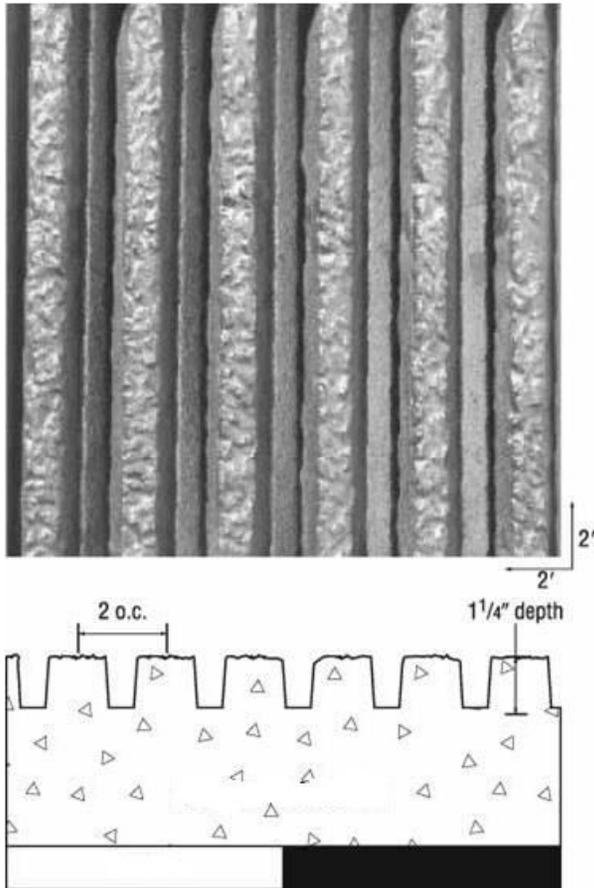
Random Board Finish (Variable Depth)



Typical uses:

- Similar to SR 16, I-5, I-90, SR 18, SR 520

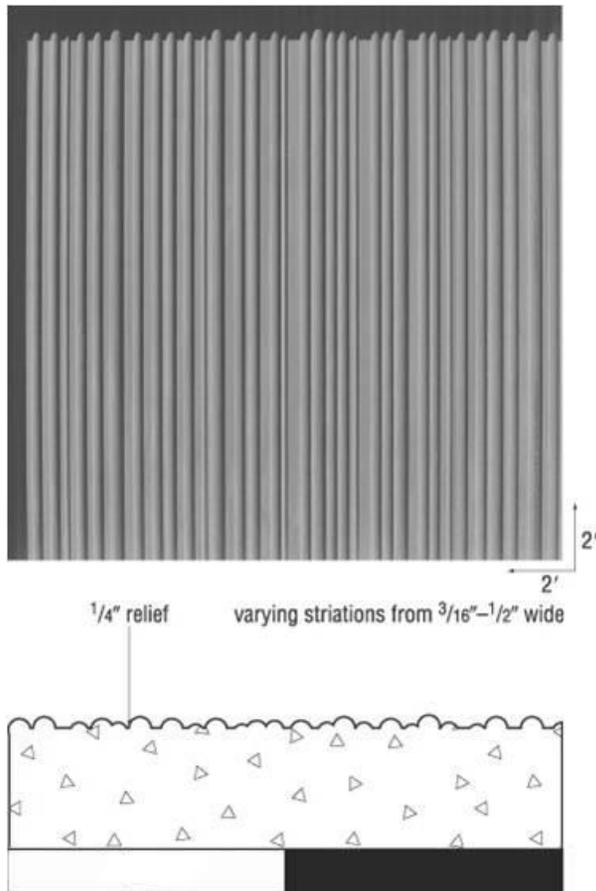
Ribbed Finish



Typical uses:

- Selected areas for accents

Striated Finish

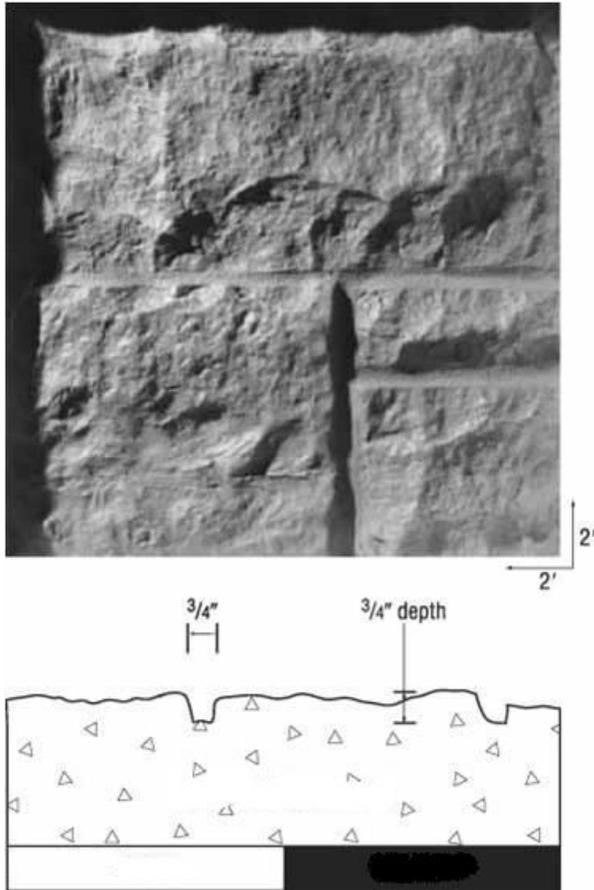


- 1960's Transportation classic.

Typical uses:

- I-5 raised panel designs

Ashlar Stone Finish

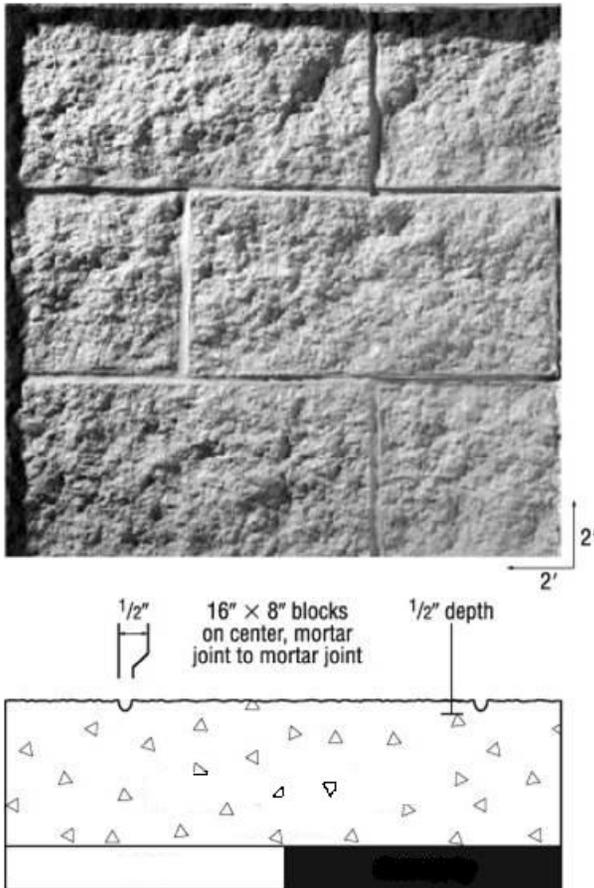


- Random cut stone texture.
- Ideal use in projects requiring stone finish of concrete surfaces.

Typical uses:

- I-405

Block Finish

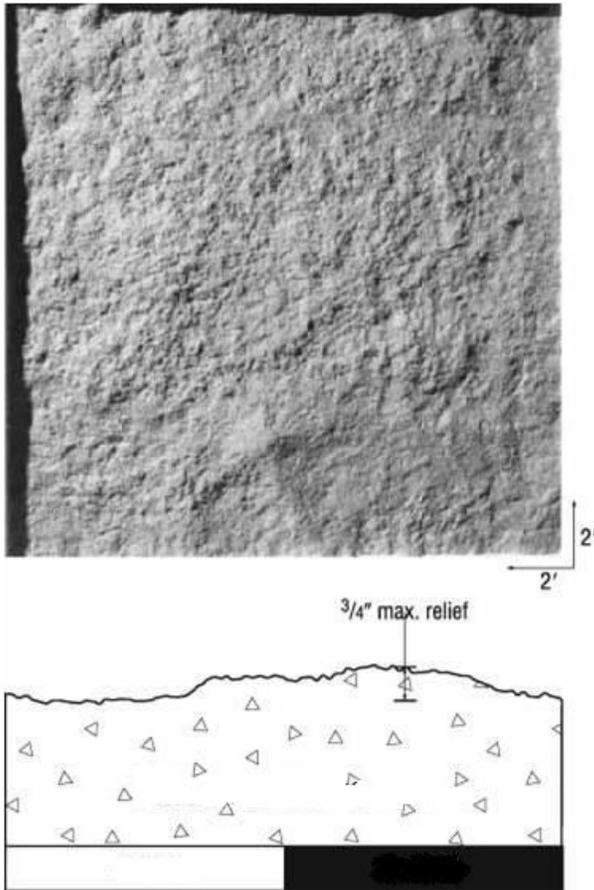


- Blends with modular block structural earth walls.

Typical uses:

- I-5 Lewis Co., SR 303 Silverdale, SR 18

Split face Finish

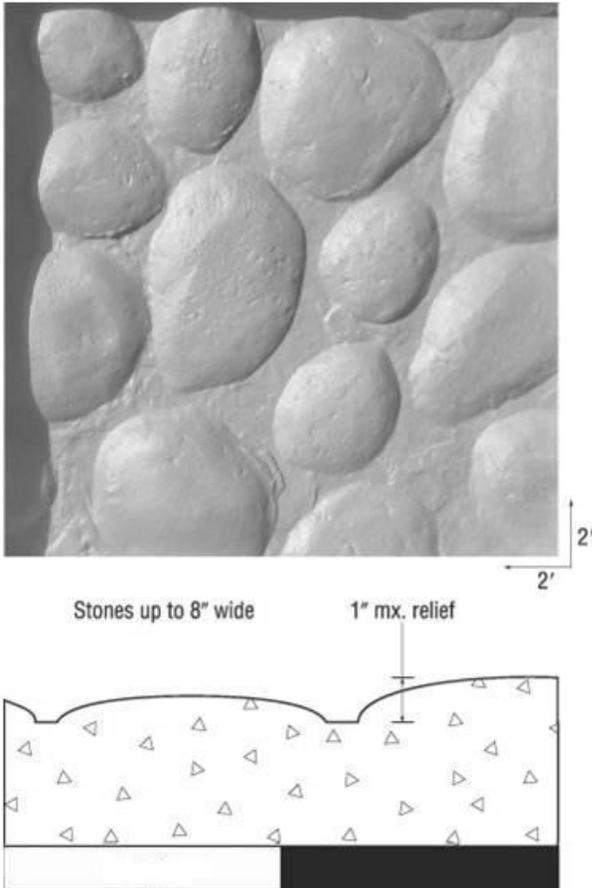


- Appearance of split stone.

Typical Uses:

- I-5 Lewis Co., SR 18, & North Spokane Corridor

River Rock Finish

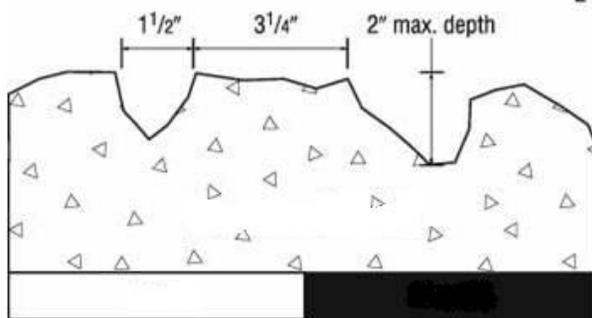


- Used in rural areas with natural settings.

Typical uses:

- NWR selected areas

Oregon Basalt Finish

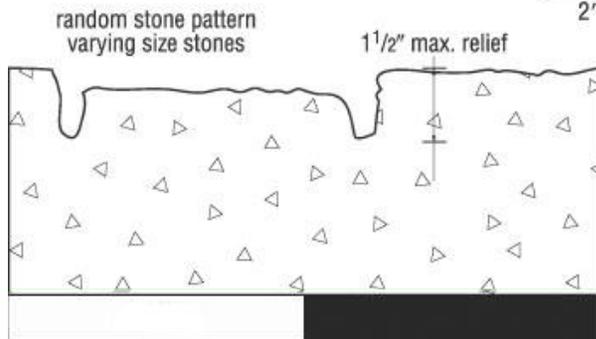
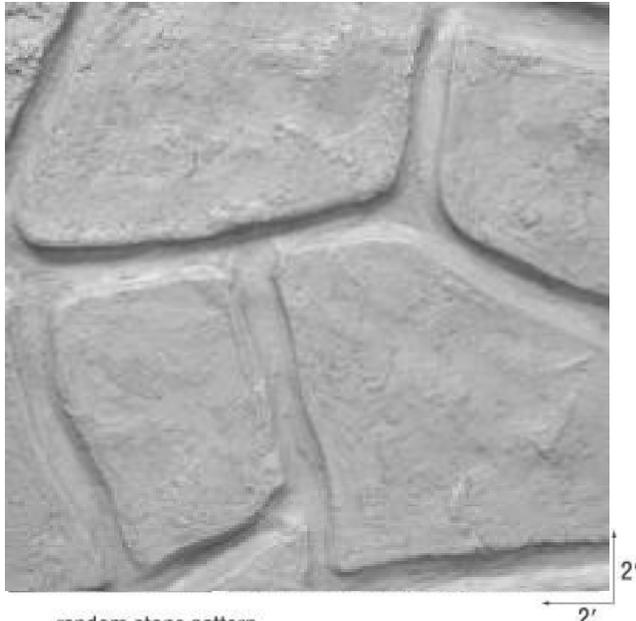


- Blends with natural columnar basalt rock formations found in Eastern Washington

Typical uses:

- North Spokane corridor, rural settings

Cascadian Stone Finish



- Surface creates a Random Rubble Stone appearance

Typical uses:

- I-90 Snoqualmie Pass, Projects in the USPS

WSDOT

- For approved products and procedures, please consult WSDOT General Special Provisions.
- WSDOT 2010 Bridge and Structures Office

General Special Provisions

- Form liners that are specified by the Washington State Department of Transportation in their General Special Provisions.

<http://www.wsdot.wa.gov/publications/fulltext/projectdev/gspspdf/egsp6.pdf>.

- Please curser down to [2213.GB6](#) through [02218.GB6](#).



Washington Gray



Mt. St. Helen's Gray



Mt. Baker Gray



Cascade Green

Washington State Department of Transportation Standard Colors: Concrete Pigmented Sealer

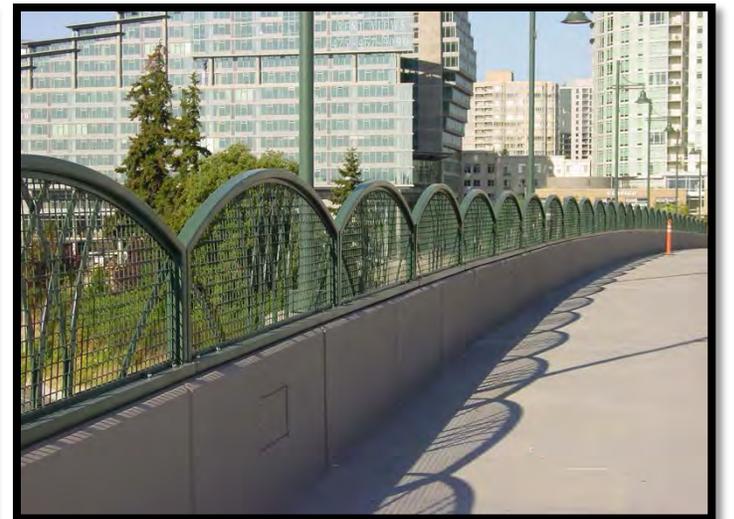
These samples are approximations of the actual paint color and are not to be used for construction. See *WSDOT Standard Specifications* Section 9-08.2(1).



Example 1



Example 2





Example 4



Maple Valley Pedestrian Railing

SUBJECT: CONSIDER PROPOSED RESOLUTION TO ADOPT THE CITY OF COVINGTON HAZARD MITIGATION PLAN.

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S):

1. City of Covington Hazard Mitigation Plan – May 2014 (sent electronically)
2. Executive Summary
3. Letter from FEMA
4. Proposed Resolution

PREPARED BY: Shellie Bates, Programs Supervisor

EXPLANATION:

Residents of the area that is now the City of Covington were exposed to natural hazards long before the city was incorporated. Photos, journal entries, and newspapers from the mid-to-late 1800s show that the residents of the area dealt with high water, windstorms, winter storms, wildfires, earthquakes, landslides, and even volcanic activity. The inevitability of natural hazard events, coupled with increased population and activity in the City of Covington, creates a need to develop strategies, coordinate resources, and increase public awareness to reduce risk and prevent loss from future hazard events.

In response to this need and federal mandates established in the Disaster Mitigation Act of 2000 (DMA, Public Law 106-390), the City of Covington committed to the preparation of this Hazard Mitigation Plan (HMP) by applying for and obtaining grant funding from the Federal Emergency Management Agency (FEMA) and then securing technical assistance to facilitate a planning process that would meet the following objectives:

- Meet or exceed program requirements under the DMA.
- Enable the City of Covington to use federal grant funding to reduce risk through mitigation.
- Meet the needs of the City of Covington as well as state and federal requirements.
- Coordinate existing plans and programs so that high-priority initiatives and projects to mitigate possible disaster impacts are funded and implemented.
- Establish a program for ongoing plan maintenance that will help to keep the plan dynamic.

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The hazard identification and profiling in the hazard mitigation plan addresses the following hazards of concern within the planning area:

1. Dam failure
2. Drought
3. Earthquake
4. Flood
5. Landslide
6. Severe weather
7. Volcano
8. Wildfire

With the exception of dam failure, this plan does not provide a full risk assessment of technological and human-caused hazards. However, brief, qualitative discussions of the following hazards of interest are included: civil disorder, energy shortages and utility outages, food and water contamination, hazardous materials release, radiation hazards, terrorism, and transportation hazards.

The plan was prepared in accordance with the guidelines established by the Washington Military Department Emergency Management Division and has been aligned with the goals, objectives and priorities of the State's multi-hazard mitigation plan.

A nine member Steering Committee composed of representative stakeholders was formed early in the planning process to guide the development of the plan. In addition, residents were asked to contribute by sharing local knowledge of their individual area's vulnerability to natural hazards based on past occurrences. Public involvement has been solicited via a multi-media campaign that included two rounds of public meetings, web-based information, a questionnaire and progress updates via the city's website.

Why adopt this Plan?

All citizens and businesses of the City of Covington are the ultimate beneficiaries of this hazard mitigation plan. The plan reduces risk for those who live in, work in and visit the City of Covington. It provides a viable planning framework for all foreseeable natural hazards.

Once the hazard mitigation plan is adopted by the City of Covington and approved by FEMA, the City of Covington will become eligible to apply for hazard mitigation project funding under the unified hazard mitigation assistance grant program, which provides pre- and post-disaster grant opportunities.

Where do we go from here?

Upon adoption of the City of Covington Hazard Mitigation Plan and subsequent final approval of said plan by Washington Emergency Management Division (WAEMD) and FEMA, the City will be eligible to apply for specified grants. The grant funds are made available to states and local governments and can be used to implement the long-term hazard mitigation measures specified in the Plan before and after a major disaster declaration. The HMP is considered a living document such that, as awareness of additional hazards develops and new strategies and projects are conceived to offset or prevent losses due to natural disasters, the HMP will be evaluated and revised on a continual 5-year time frame.

ALTERNATIVES:

Provide input to staff prior to adoption and acceptance by FEMA.

FISCAL IMPACT:

This plan was developed with funding from a federal grant. The total grant amount is \$49,625.

Federal share \$37,219

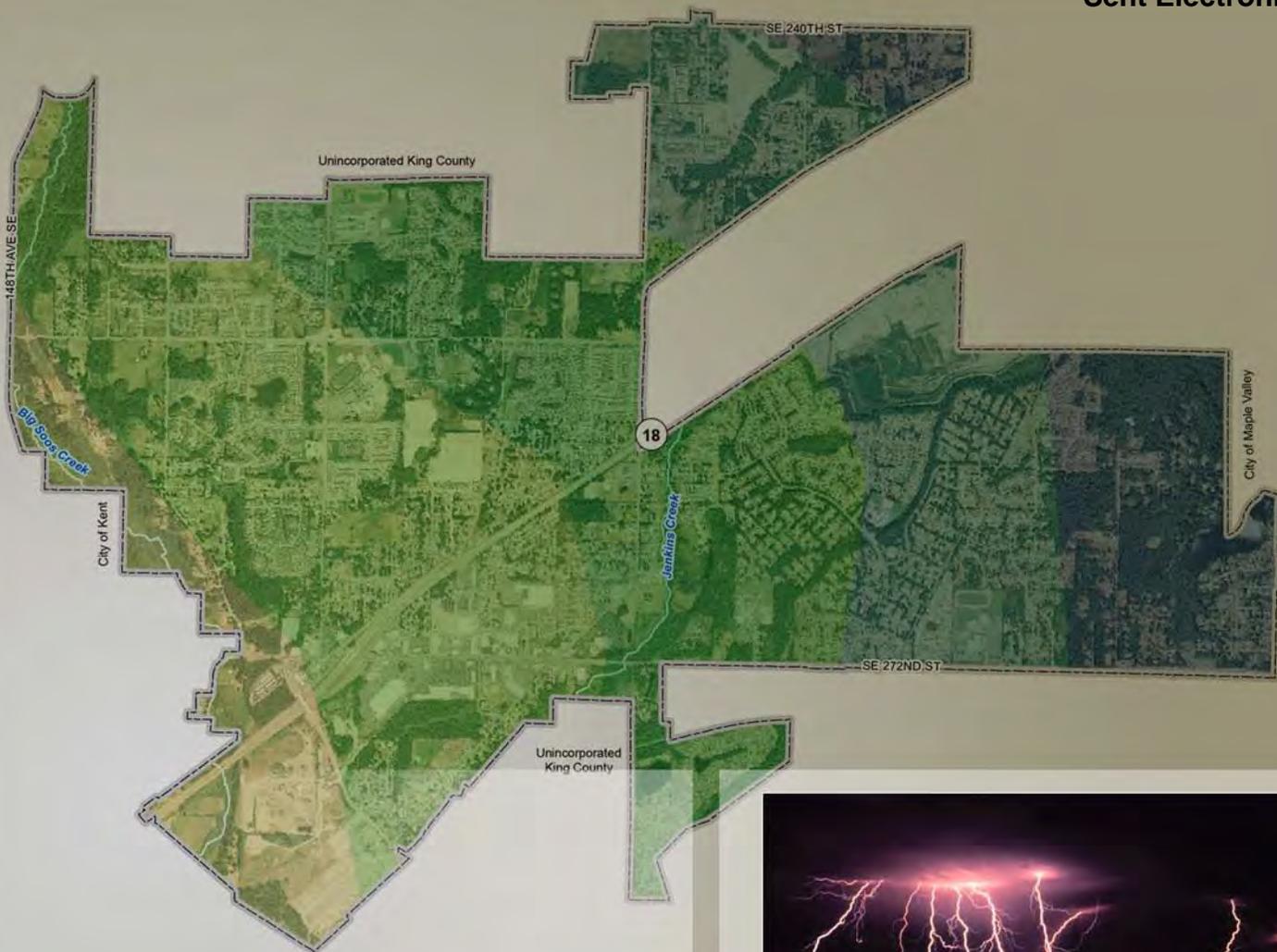
State share \$6,203

City share \$6,203 (General Fund – Emergency Management) and in-kind contributions

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

**Council member _____ moves, Council member _____
seconds, to pass a resolution adopting the City of Covington Hazard
Mitigation Plan.**

REVIEWED BY: Interim City Manager; Deputy Finance Director; City Attorney



City of Covington Hazard Mitigation Plan

May 2014

EXECUTIVE SUMMARY

Hazard mitigation is the use of long- and short-term strategies to reduce or alleviate death, injury and property damage that can result from a natural disaster. It is impossible to predict exactly when and where disasters will occur or the extent to which they will impact an area. However, with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses due to disasters. The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, state and federal government.

The Disaster Mitigation Act (DMA) is federal legislation that encourages state and local authorities to plan for disasters before they occur. The DMA requires proactive pre-disaster planning as a prerequisite for certain types of federal financial assistance. It promotes “sustainable hazard mitigation,” which recognizes that hazard mitigation must be understood in the largest possible context and must include the sound management of natural resources, along with local economic and social resiliency.

To reduce future loss of life and property resulting from disasters, the City of Covington has developed a hazard mitigation plan in compliance with the DMA. The plan outlines planning efforts, policy changes, programs, projects, and other activities to mitigate hazard impacts on the City of Covington.

PLANNING METHODOLOGY

Development of the hazard mitigation plan included five phases:

- **Phase 1, Organize Resources**—In Phase 1, a nine-member steering committee was assembled to oversee development of the plan. The committee includes City staff, citizens and other stakeholders. Technical support to the steering committee was provided by a planning team consisting of key City staff and a technical consultant. Coordination with other local, state and federal agencies involved in hazard mitigation occurred from the outset of this plan’s development through its completion. A multi-media public involvement strategy centered on a hazard preparedness questionnaire was also implemented under this phase. Also occurring under this phase was a comprehensive review of the State Hazard Mitigation Plan and of existing City programs that may support or enhance hazard mitigation measures.
- **Phase 2, Perform the Risk Assessment**—Risk assessment is a way to measure potential loss of life, personal injury, economic loss, and property damage resulting from natural hazards. This process encompasses the following steps:
 - Hazard identification and profiling
 - Evaluation of the impact of hazards on physical, social and economic assets
 - Vulnerability identification
 - Estimates of the cost of damage or costs that can be avoided through mitigation.
 - The risk assessment for this hazard mitigation plan occurred simultaneously with Phase 1 activities, with the two efforts using information generated by one another to create the best possible risk assessment.
- **Phase 3, Engage the Public**—A public involvement strategy developed by the Steering Committee and implemented by the Planning Team included the following:
 - A public meeting early in the plan process

- A public meeting to review the draft plan
- A hazard mitigation survey
- A City-sponsored website dedicated to the planning process
- Multiple media releases throughout the process.
- **Phase 4, Assemble the Plan**—The planning team and steering committee assembled key information from Phases 1 and 2 into a document to meet DMA requirements. Federal regulations require that a local hazard mitigation plan include the following:
 - A description of the planning process
 - Risk assessment
 - A mitigation strategy defining goals, reviewing alternative mitigation approaches, and outlining a prioritized action plan
 - A strategy for maintaining the hazard mitigation plan
 - Documentation of adoption.
- **Phase 5, Plan Adoption/Implementation**—Final adoption of the hazard mitigation plan will follow pre-adoption approval by both Washington’s Emergency Management Division and the Federal Emergency Management Agency (FEMA) Region X. This plan’s strategy for implementation and maintenance details the formal process for ensuring that the plan remains an active and relevant document. The plan maintenance process includes a schedule for monitoring and evaluating the plan’s progress annually and producing a plan revision every five years. This process seeks to keep a steering body that meets the criteria of the original steering committee intact to perform this annual review. Implementation will include continued public involvement and incorporation of the plan recommendations into other City planning mechanisms, such as the comprehensive plan, capital improvement plan, municipal code, and stormwater management plan.

MITIGATION GUIDING PRINCIPLE, GOALS AND OBJECTIVES

The following guiding principle guided the Steering Committee in selecting mitigation actions contained in this plan:

Leverage partnerships and available resources and mitigate known risks to preserve the quality of life within the City of Covington.

The following goals were identified to help achieve the guiding principle:

1. Protect life and property.
2. Maintain economic viability during and after a hazard event.
3. Maintain, enhance and restore the natural environment’s capacity to deal with impacts of natural hazard events.
4. Promote the development and implementation of cost-effective hazard mitigation projects.
5. Increase the public’s awareness of the impacts from hazard events.
6. Improve the community’s emergency management capability.
7. Promote hazard-resilient development through the use of best available data and science.

Table ES-1 lists 12 objectives identified to be used in prioritizing actions identified by this plan.

**TABLE ES-1.
CITY OF COVINGTON HAZARD MITIGATION PLAN OBJECTIVES**

Objective Number	Objective Statement	Goals to Which It Can Be Applied
O-1	Educate the public on the risk from natural hazards and increase awareness, preparation, mitigation, response and recovery activities.	1, 4, 5, 6
O-2	Consider the use of incentives for hazard mitigation to minimize the impacts of natural hazards on current and future land uses.	1, 3, 5, 7
O-3	Establish a partnership among all levels of government and the business community to improve and implement methods to protect private property and delivery of services.	1, 2, 5, 6
O-4	Integrate hazard mitigation goals and policies into the City's Comprehensive Plan.	1, 3, 7
O-5	Create a public outreach strategy that informs the public on the risk exposure to natural hazards and ways to increase the public's capability to prepare for, respond to, recover from and mitigate the impacts of these events.	1, 5, 6
O-6	Pursue implementation of all feasible risk reduction measures that reduce the natural hazard risk exposure to both public and private property.	1, 4, 7
O-7	Use the best available data, science and technologies to improve understanding of the location and potential impacts of natural hazards, the vulnerability of building types and community development patterns and the measures needed to protect life safety and critical facilities.	1, 3, 7
O-8	Retrofit, purchase or relocate at-risk properties, based on one or more of the following criteria: level of exposure, repetitive loss history, and previous damage from natural hazards.	1, 3, 4, 7
O-9	Seek natural hazard mitigation projects that minimize or mitigate their impacts on the environment.	1, 3, 7
O-10	Strengthen codes, land use planning and their enforcement, so that developments avoid or withstand the impacts of natural hazards.	1, 6, 7
O-11	Maintain and restore critical functions of identified critical facilities through proactive planning.	1, 2, 6
O-12	Seek ways to improve emergency management capacity and capability within the whole community.	1, 5, 6

MITIGATION INITIATIVES

The hazard mitigation action plan was developed based on an assessment of the capabilities of the City to implement hazard mitigation initiatives and a review of alternatives. Although grant funding eligibility was one consideration in development of this plan, not all identified mitigation actions are grant-eligible. The focus for some initiatives is their effectiveness in achieving the goals of the plan and whether they are within the City's capabilities. Table ES-2 presents a summary of the hazard mitigation initiatives identified by this plan and their priority.

**TABLE ES-2.
SUMMARY OF HAZARD MITIGATION INITIATIVES**

Initiative #	Description	Priority
C-1	Work with FEMA to get the City of Covington converted to the regular phase of the National Flood Insurance Program. Once this takes place, the City will continue to maintain compliance and good standing under the National Flood Insurance Program. This will be accomplished through the implementation of floodplain management programs that, at a minimum, will meet the minimum requirements of the National Flood Insurance Program, which include the following: <ul style="list-style-type: none"> • Enforcement of the adopted flood damage prevention ordinance • Participating in floodplain identification and mapping updates • Providing public assistance/information on floodplain requirements and impacts. 	High
C-2	Evaluate flooding potential of publicly owned culverts and prioritize for replacement within the capital improvement program. Pursue grant funding for culvert replacements that are feasible and cost-effective to leverage available city funding.	High
C-3	Identify and evaluate privately owned culverts that contribute, or could contribute, to flooding. Pursue grant funding for culvert replacements that are feasible and cost-effective to leverage available city funding.	High
C-4	Strategize a program of regulations and/or incentives for owners to replace flood-contributing culverts.	Medium
C-5	Conduct a hazardous tree assessment and develop a plan to remove hazardous trees on all city-owned property.	Medium
C-6	Remove hazardous trees on city-owned property.	Medium
C-7	Actively promote and raise awareness of the Community Emergency Response Team training program to staff, council and citizens.	High
C-8	Evaluate the feasibility and interest level of a sub-regional emergency coordinator to serve southeast King County cities and utility districts.	Medium
C-9	If feasible, acquire a sub-regional emergency coordinator position.	Medium
C-10	Conduct a feasibility study for a sub-regional Emergency Coordination Center.	Low
C-11	Evaluate the current Surface Water Management utility rates and establish funding levels for surface water capital projects and operation and maintenance programs.	High
C-12	Partner with utility districts (Covington Water District, Soos Creek Water and Sewer District) on emergency response and continuity of operation plans.	High
C-13	Survey and delineate the floodplain of Little Soos Creek to identify known and potential flood limits.	Medium
C-14	Update Comprehensive Emergency Management Plan and include terrorism and catastrophic events.	High
C-15	Establish an accessible backup fuel supply to maintain emergency power during long-term power disruptions caused by all hazards of concern	Medium
C-16	Acquire a backup mobile emergency 30-KW generator for warming shelters, emergency triage, hospital, etc.	Medium
C-17	Establish linkage between comprehensive plan and hazard mitigation plan.	High
C-18	Rehabilitate and restore drainage facilities back to designed capacities.	Medium

**TABLE ES-2.
SUMMARY OF HAZARD MITIGATION INITIATIVES**

Initiative #	Description	Priority
C-19	Design and construct the Woodlands drainage project to mitigate erosion and groundwater seepage.	High
C-20	Conduct a drainage study for the 204th Avenue SE corridor.	Low
C-21	Design and retrofit the regional stormwater facility (The Reserve) to increase storage capacity and stability from seismic events.	Low
C-22	Design and construct the Clements drainage pipe upgrade to increase capacity.	Medium
C-23	Design and construct Emerald Downs open space channel rehabilitation.	Medium
C-24	Expand the City's existing 800 MHz radio communication system.	Medium
C-25	Acquire property to stockpile bulk response materials.	Low
C-26	Design and construct Jenkins Creek Park bridge and pedestrian path resistant to future flooding.	High
C-27	Establish mutual aid agreements with local agencies for equipment, materials and supplies.	Medium
C-28	Establish an emergency on call contract with a general contractor to provide assistance with equipment and operators.	High
C-29	Reach out to vulnerable populations (adult family homes, senior apartments) and identify plans to track needs during an emergency.	High
C-30	Improve the maintenance facility to enable use as backup emergency coordination center and City datacenter. <ul style="list-style-type: none"> • Provide redundant high speed internet connections with static IP addresses • Improve firewall to handle redundancy • Upgrade server capability in order to run critical city systems. 	Medium
C-31	Improve data connectivity and redundancy at City Hall to make it more resilient to disruption. <ul style="list-style-type: none"> • Provide redundant network attached storage to provide failover • Provide redundant high-speed internet connections with static IP addresses. 	Medium
C-32	Use cloud services to provide for out-of-area storage of City data. <ul style="list-style-type: none"> • Provide automated duplication of backup data to a cloud storage provider • Create ability to restore data directly from the cloud copy. 	Medium
C-33	Use cloud services to provide continuity of service for critical city software systems in the event of an emergency. <ul style="list-style-type: none"> • Provide automated copying of critical systems to a cloud provider • Create the ability to turn on the cloud copy of critical systems in the event on-premise systems were down. 	Medium
C-34	Evaluate geographic information technology needs related to emergency management. <ul style="list-style-type: none"> • Purchase Spatial Analyst in order to run the HAZUS model • Purchase ArcServer to host dynamic web maps relating to emergency management. 	Medium
C-35	Partner with local homeowners associations and block watch groups to provide training and coordination for ATC 20-21 (rapid visual inspection of disaster-damaged buildings) and disaster preparedness.	Low
C-36	Update and work on improvements to the City's emergency permitting process.	Medium

**TABLE ES-2.
SUMMARY OF HAZARD MITIGATION INITIATIVES**

Initiative #	Description	Priority
C-37	Provide Community Emergency Response Team training to all city staff.	High
C-38	Provide ATC 20-21 (rapid visual inspection of disaster-damaged buildings) to all city staff, particularly the field staff.	Low
C-39	Use information and principles identified in this plan to support other planning initiatives in Covington, including development and redevelopment plans.	Medium
C-40	Seek opportunities to retrofit vulnerable structures when information identifies them as being a risk to hazards.	Low

IMPLEMENTATION

The Covington City Council will assume responsibility for committing City resources toward implementation of this plan. The plan identifies a strategy that maximizes the potential for implementation based on available and potential resources. It commits the City to pursue initiatives when the benefits of a project exceed its costs. The City used public input through all phases of plan development, which will set the stage for successful implementation of the recommended actions.

Full implementation of the recommendations of this plan will require time and resources. Protocols are provided to evaluate changes in hazard vulnerability and action plan priority after the plan has been adopted. Funding resources and programs are always evolving, based on new state or federal mandates. The true measure of the plan’s success will be its ability to adapt to the ever-changing climate of hazard mitigation.

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796



FEMA

August 7, 2014

Mr. Peter Tassoni
State Hazard Mitigation Strategist
Washington State Emergency Management Division
Building 20, MS TA-20
Camp Murray, Washington 98430-5122

Dear Mr. Tassoni

As requested, the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) has completed a pre-adoption review of the *City of Covington Hazard Mitigation Plan*. The plan successfully contains the required criteria, excluding the adoption, for hazard mitigation plans, as outlined in 44 CFR Part 201. This letter serves as Region 10's commitment to approve the plan upon receiving documentation of its adoption by the Community.

The plan will not be formally approved by FEMA until it is adopted. The Community is not eligible for mitigation project grants until the plan is formally approved by FEMA.

Please contact our Regional Mitigation Planning Manager (Acting), Brett Holt, at (425) 487-4553 with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Tamra Biasco".

Tamra Biasco
Chief, Risk Analysis Branch
Mitigation Division

BH:bb

ATTACHMENT 4

RESOLUTION NO. 14-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE ADOPTION OF THE CITY OF COVINGTON HAZARD MITIGATION PLAN.

WHEREAS, the City of Covington has exposure to natural hazards that increase the risk to life, property, environment and the City's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, the City of Covington received a grant from the Federal Emergency Management Agency to develop a Hazard Mitigation Plan and hired a consultant to prepare the Plan with oversight from a nine member Steering Committee; and

WHEREAS, the primary objectives involved in developing this Plan in accordance with the requirements of section 21.6.c.4.i of 44CFR; and

WHEREAS, the City of Covington has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; now, therefore,

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

Section 1. The Covington of Covington Hazard Mitigation Plan is hereby adopted.

PASSED in open and regular session on this 23rd day of September, 2014.

MARGARET HARTO, MAYOR

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Agenda Item 4

Covington City Council Meeting

Date: September 23, 2014

SUBJECT: DISCUSSION OF PROPOSED LETTER FROM THE CITY COUNCIL TO THE KENT SCHOOL DISTRICT REGARDING INLAND GROUP'S APPLICATION FOR THE LOW-INCOME SCHOOL IMPACT FEE EXEMPTION FOR THEIR TOWN CENTER MIXED-USE PROJECT

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. School District Report to School Board from 9-10-14
2. Inland Group Revised Impact Fee Waiver Request to School Board 9-17-14

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

A. Town Center Project School Impact Fee Background

In July of this year the city council approved a development agreement with Inland Group (aka Gemstar Properties) for the Polaris and Affinity at Covington mixed use development projects located on seven acres in the Town Center zone south of Safeway and north of Covington Elementary School. Both projects will be mixed use; the Polaris at Covington project will include 200 units of moderate-income housing, and the Affinity at Covington project will include 156 units of 55+ senior housing.

The city has since approved the commercial site development permit (LU14-0006/0010) for the project. A condition of the commercial site development approval requires the developer to resolve the school impact fee requirement associated with the project by either paying the school impact fees for the 200 units of moderate income housing, or seek a waiver or reduction of the school impact fees based on the city's existing code provisions for impact fee waivers for low- to moderate income housing. Pursuant to CMC 18.120, Inland Group has applied for a waiver of the school impact fees for the 200 units of moderate-income housing included in the project.

The school impact fees that may be collected for the project based upon potential waived amounts under the low-income exemption (if any) are outlined in the table below:

School Impact Fees (\$3,378 MF/unit)	Total School Impact Fee to be Paid
0% of fees waived	\$675,600
90% of fees waived	\$67,560
80% of fees waived	\$135,120
50% of fees waived	\$337,800
20% of fees waived	\$540,480

B. KSD School Impact Fees Background

Pursuant to our Interlocal Agreement (ILA) with the school district, the city is responsible for collecting school impact fees on behalf of the district for new development. Each year the city council reviews and adopts the school impact fee schedule, which is based on the school district's six-year capital program (which is adopted by reference into the city's Comprehensive Plan). From 2001 to-date, the city has collected \$4,673,037 in school impact fees from single-family residential construction for the district. During that same time period, the city has collected \$465,800 in school impact fees from the only multi-family project (the Adagio Apartments) in the city. The vast majority (90%) of school impact fees comes from single-family projects.

C. KSD School Board Consideration of Impact Fee Exemption

CMC empowers the city's community development director to determine if a project qualifies for such an exemption, based on the criteria set forth in the CMC. The CMC also requires the director to notify the school district of the application and whether the project qualifies for the exemption.

However, effective in June of 2012, revised state statutory provisions regarding impact fee waivers for low-to-moderate income housing developments took effect. Notably, the new statute section, RCW 82.02.060(3), includes a provision stating that: "A school district who receives school impact fees must approve any exemption under subsection (2) of this section or this subsection (3) [i.e. low- to moderate- income exemptions]". This provision has presented confusion regarding who ultimately approves the low- to moderate-income exemption for the school impact fees.

The school board discussed this matter at their September 10, 2014 meeting. Inland Group provided a letter to the school board requesting a 90% waiver of the school impact fees for the project. The School Board did not appear to have a full understanding of their approval authority under current state law. Several members of the board expressed concern over losing \$608,000 in impact fees, in addition to the precedent it might send for future multi-family housing projects in Covington and district-wide. Other board members acknowledged that the project will not move forward to development if the school impact waiver is not granted. Additionally, city staff, though present at the meeting, was not called upon to provide the board information about Inland's project and the true economic benefit of the project to the Covington Town Center, the Kent School District, the business community, and the community as a whole. See Attachment 1.

The school board is scheduled to make a final decision on Inland Group's request for a reduction of impact fees at their meeting on Wednesday, September 24th. Inland Group has sent a new request to the school district modifying their request to now only seek a 50% waiver of school impact fees for the project and asking that the decision be postponed two weeks to allow them to present further information to the board on the economic benefits and social equity issues of the project. See Attachment 2.

D. City Council's Position and Support of Inland's Project

Given the confusion that exists regarding the ultimate approval procedures for school impact fee exemptions and the profound importance the development of Inland's project has on the future of

the city's Town Center, staff is seeking direction and potential action from the council regarding a collective council position on the communication to the school board of the council's support for Inland's project and the granting of their school impact fee waiver request.

At the time this agenda packet went to print, city staff was still researching and considering several factors regarding this issue that may affect the specific position and language of communicating such support (in the form of a letter or otherwise). Should staff resolve said factors before the council meeting, staff will provide council a draft letter of support for review and consideration; otherwise, staff will be prepared to direct a general discussion of the issues with the council and subsequently draft a letter or other desired communication based upon council's direction.

ALTERNATIVES: Decide not to provide any form of communication or support for the Inland project to the school board.

FISCAL IMPACT: None at this time related to any communication provided to the school board.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

**PROVIDE DIRECTION TO THE MAYOR AND STAFF REGARDING THE
COMMUNICATION OF COMMENTS TO THE SCHOOL BOARD**

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

ATTACHMENT 1

Subject **4.04 Request for Waiver of School Impact Fees – Discussion Only**
Meeting Sep 10, 2014 - Regular Meeting - 7 p.m.
Category 4. Board of Directors - Discussion and/or Approval
Type Discussion

Kent School District
Kent, Washington

September 10, 2014

Request for Waiver of School Impact Fees – Discussion Only

AGENDA ITEM:

PROJECT: Mixed-Use Development

PROJECT LOCATION: Covington Town Center
City of Covington, WA 98042

PROJECT DESCRIPTION: The proposed development includes a 156-unit, age-restricted apartment community known as Affinity at Covington and a 200-unit, affordable family apartments community to be known as Polaris at Covington. The ground level of the Polaris buildings will provide amenity space and future commercial space. The proposed development is adjacent to the existing Covington Elementary School. ATTACHMENT A: The Pre-Development Meeting Site Plan

DEVELOPER: Inland Group
1620 North Mamer Road, Building B
Spokane, WA 99216

DEVELOPER'S REQUEST: 90% Reduction in School Impact Fees
From: \$3,378.00 p/200 Units = \$675,760
To: \$337.30 p/200 Units = \$67,460

DEVELOPER'S LETTER: ATTACHMENT B: Inland Group August 28, 2014
Letter to District's Chief Business Officer

SUMMARY OF ISSUE:

The Inland Group is planning a mixed-use, multi-family project for the City of Covington's Town Center development. This development will be located on a site adjacent to the exiting Covington Elementary School. The development includes a 156-unit age-restricted apartment community know as Affinity at Covington and a 200-unit affordable family apartment community known as Polaris at Covington. The ground level of the Polaris buildings will provide amenity space and future commercial space, accommodating the mixed-use requirement in the Town Center.

The Inland Group is requesting a ninety percent (90%) reduction in school impact fees. Based on this request, the multi-family impact fee would go from \$3,378.00 p/unit for a total fee of \$675,000 to \$337.30 per/unit and a total fee of \$67,460. The requested reduction, according to the developer, is critical to the financial feasibility of the project. The last page of the letter from the Inland Group, Attachment B, presents financial information relative to the difference the fee waiver would make for the project.

In the project approval process between the developer and the City of Covington there has been confusion on the role that the City of Covington's City Council would play with regard to waiver of all or part of the school district's impact fees. The district has no question that the Senior Housing Exemption for Affinity is correct and the district would expect no school impact fees for this facility. However, the district did take exception to the City of Covington's ordinance with regard to the two Polaris buildings.

The City of Covington's ordinance requires a developer to apply to the City of Covington's Department of Community Development for reduction in school impact fees. If the Department of Community Development recommends the exemption to the school district, "the calculated school impact fee for the development shall be reduced by an amount that is proportionate to the number of units in the development that satisfy the adopted criteria." Thus, the city's ordinance said that if the Department makes the recommendation, the fee is reduced.

However, State statute - RCW 82.02.060, Subsections (2) and (3) of that statute relate to low-income housing, and state that "a school district who receives school impact fees must approve any exemption" under those Subsections. Thus, statute trumps the Covington City ordinance meaning that the Kent School District Board of Directors must approve any reduction in the district's school impact fees.

The entrance of the Kent School District into the discussion relative to who can reduce the district's school impact fees did not take place until the first of June 2014. The normal development approval process, one that has no question(s) relative to school impact fees, would see the district having preliminary conversations with a developer and/or city early in the project approval process. That did happen with this project when there were preliminary conversations between the Inland Group and the district in June 2013 and again in March 2014. These conversations centered on what the project was, the definitions of low-income and affordable housing. The conversations did not discuss any reduction in fees.

Important points regarding this issue:

- School "impact fees" are a payment of money imposed upon development as a condition of development approval to pay for school facilities needed to serve new growth and development and that is reasonably related to the new development that creates additional demand and need for school facilities. (RCW 82.02.090)
- For the past four years the district has not increased its school impact fees and based on current economic conditions, the district has adjusted the impact fees to keep the same rates as those currently in place and made no adjustment for the Consumer Price Index.
- In reducing the school impact fees for this project, the Board of Directors could be placing themselves in a position of "opening the door" for additional requests to reduce school impact fees.
- The potential loss of school impact fee revenue through this project is significant when looking at the construction of a new Covington Elementary School.
- The district has held steadfast to not reducing school impact fees as well as when these fees are paid at the time of "pulling" the building permits.
- The question of wanting to assist the City of Covington with their economic development is part of this issue through the request for reduction of impact fees.
- Based on the developer's provided financing for this project, the decision relative to reducing school impact fees will have a bearing on the project.
- 2014-2015 School Impact Fees

	Single Family	Multi-Family
Kent	\$5,486	\$3,378
Auburn	\$4,137	\$3,519

Renton	\$5,541	\$1,360
Tahoma	\$6,883	\$3,189

BOARD GOAL:

Request does not support any of the district's strategic goals.

BUDGET IMPLICATION:

Potential loss \$ 608,300 in school impact fees.

RECOMMENDATION:

None at this time as the agenda item is for discussion only.

File Attachments

 [Pre-Development Meeting Site Plan.pdf \(1,096 KB\)](#)

 [Kent School District Waiver Request REVISED.pdf \(381 KB\)](#)



September 17, 2014

Dr. Richard Stedry
Kent School District
12033 SE 256th Street
Kent, WA 98030-6503

Re: **Affinity and Polaris at Covington Town Center
Revised Request for Waiver of School Impact Fees**

Dear Dr. Stedry:

Thank you for accommodating our request to introduce the School Impact Fee waiver request to your Board on September 10, 2014. While it was helpful to present the issue to the Board for consideration so soon after our formal request, we don't feel that the original request and limited time for public testimony were sufficient to fully explain the justifications for the waiver request. Accordingly, we respectfully ask that your Board delay decision on the School Impact Fee waiver request from the September 24, 2014 meeting to the October 8, 2014 meeting to allow time for consideration of a revised waiver request. Following is the revised request, along with additional detailed information justifying a partial waiver of School Impact Fees.

Polaris School Impact Fee Waiver

The initial formal request was for a 90% School Impact Fee waiver for Polaris at Covington, whereby the development is responsible for 10% of the School Impact Fees in the amount of \$67,560. We are hereby amending that request to a 50% School Impact Fee waiver, whereby the development is responsible for 50% of the School Impact Fees in the amount of \$337,800.

The revised waiver request is based on providing the Kent School District (the "District") a better financial result if the revised fee waiver is granted than if it is not. The financial opportunity exists due to the unique situation where the Polaris at Covington property and the District's property directly south at the site of Covington Elementary School share a boundary separated only by future right of way. As shown on the attached exhibits, including an Aerial Photo as Exhibit A and a Site Plan as Exhibit B, significant infrastructure improvements are planned as part of the Polaris at Covington development. These infrastructure improvements include construction of a new section of SE 276th Street from Valley Medical east nearly to SE Wax Road, construction of a new section of 171st Avenue SE from SE 276th Street to the Future SE 274th Street, and construction of street improvements in SE Wax Road near the intersection at 172nd Avenue SE. The cost of these road improvements is estimated at \$559,716. Additionally, significant utility infrastructure

will also be developed, including water line extensions and storm drainage improvements in the new section of SE 276th Street from Valley Medical east nearly to SE Wax Road.

Combined, the total infrastructure costs specific to SE 276th Street that directly increase the value of the District's property to the south are estimated to be \$375,210. We have confirmed with commercial real property experts and the Town Center developer that the estimated, tangible cost of \$375,210 will increase the value of the District property by at least that amount since the infrastructure improvements will not need to be incurred at a future date at an inflated cost. Note that this does not account for construction of the new 171st Avenue SE that also increases value of the District property due to improved circulation around the Town Center. Also note that this does not account for the obvious economic benefit of having the Polaris at Covington and Affinity at Covington projects built out as a catalyst for the rest of the Town Center development. These are costs to the developer that result in a direct benefit to the District that are more intangible, but certainly real relative to increased value of the District's property.

Accordingly, the requested 50% School Impact Fee waiver specific to Polaris at Covington actually provides a net benefit higher than if no waiver is granted and a total fee of \$675,760 is required. The numbers are as follows:

	<u>No Project</u>	<u>50% Waiver</u>
Impact Fee to District	\$0	\$337,880
Improvements to District Property	\$0	\$375,210
Total Value to the District	\$0	\$713,090

Affinity School Impact Fee Waiver

The Affinity at Covington waiver request remains unchanged at a full waiver of School Impact Fees. Since Affinity at Covington will be a 55+ age-restricted senior housing community, there will be no impacts to the Kent School District.

Please call me at (509) 321-3218 if you have any questions or need any additional information about the exemption requests. Thank you for your consideration.

Sincerely,

Keith A. James
INLAND GROUP

cc: Richard Hart, City of Covington

Exhibit A

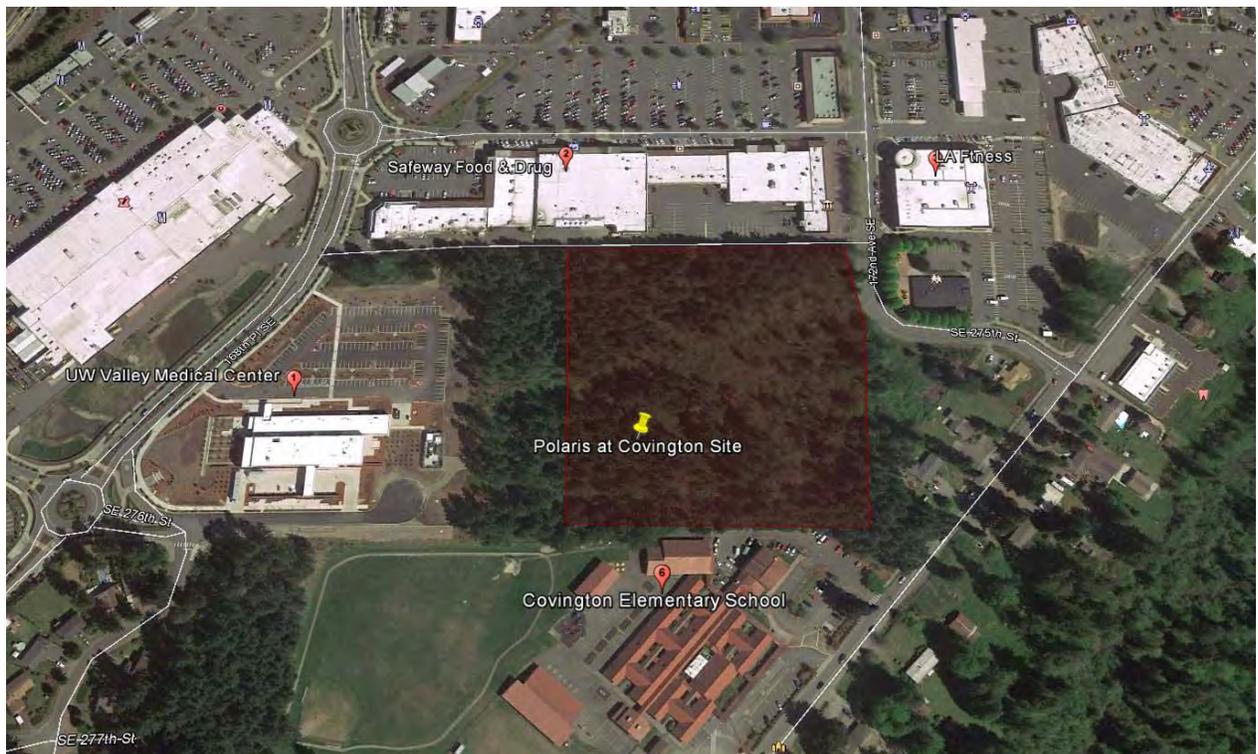
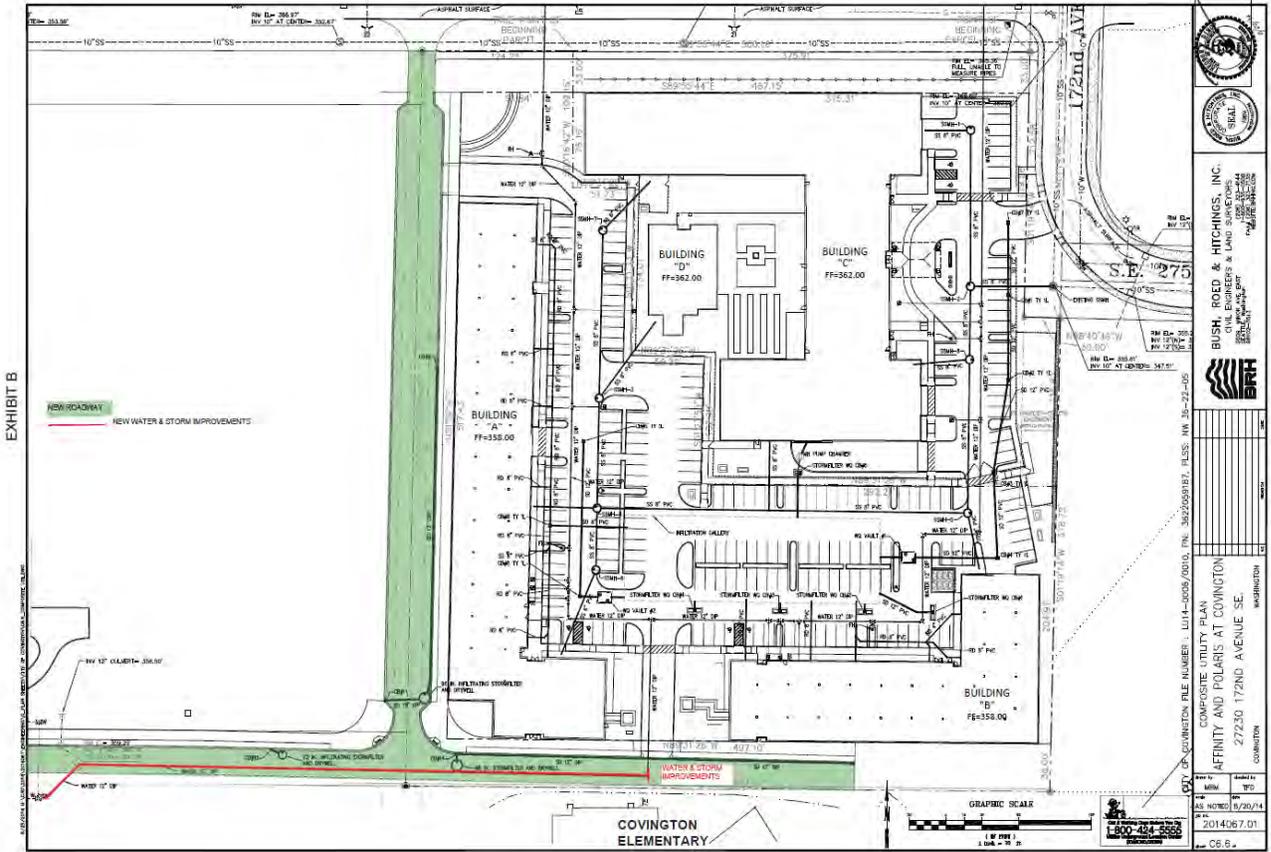


Exhibit B



**DISCUSSION OF
FUTURE AGENDA TOPICS:**

7:00 p.m. Tuesday, October 14, 2014 Regular Meeting

(Draft Agenda Attached)



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

**Tuesday, October 14, 2014
7:00 p.m.**

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Safe Schools Week Proclamation – Week of October 19-25, 2014
- Make a Difference Day Proclamation – October ____, 2014
- National Community Planning Month Proclamation – October 2014
- Soos Creek Water & Sewer Presentation on Way Road Project

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: August 12, 2014 Regular Meeting; September 9, 2014 Regular Meeting; and September 23, 2014 Regular Meeting (Scott)

C-2. Vouchers (Hendrickson)

NEW BUSINESS

1. Consider Appointments to the Covington Economic Development Council (Council)
2. Discuss Parks Impact Fees (Feser)
3. Interim City Manager Presents 2015 Budget Message (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.