

Covington: Unmatched quality of life  
**AGENDA**  
**CITY OF COVINGTON**  
**CITY COUNCIL SPECIAL & REGULAR MEETINGS**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)



**Tuesday, March 13, 2012**  
**6:30 p.m.**

**City Council Chambers**  
**16720 SE 271<sup>st</sup> Street, Suite 100, Covington**

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*Council will interview Human Services Commission applicants beginning at 6:30 p.m.*

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

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION - NONE**

**PUBLIC COMMENT** *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.\**

**APPROVE CONSENT AGENDA**

- C-1. Minutes: Feb. 14, 2012 Study Session; Feb. 14, 2012 Regular Meeting; Feb. 23, 2012 Black Diamond/Covington/Maple Valley Joint Meeting; and Feb. 28, 2012 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Department of Ecology Stormwater Grant Amendment (Akramoff)
- C-4. WSDOT Agreement for CIP 1127 (SR 516: Jenkins Creek to 185<sup>th</sup> Place SE) (Vondran)

**PUBLIC HEARING**

- 1. Receive Public Comments on an Ordinance Adopting Street Vacation Procedures (Hart/Lyons)

**NEW BUSINESS**

- 2. Consider Appointments to Human Services Commission (Council)
- 3. Accept CIP 1039 (SR 516: SE Wax Road to Jenkins Creek) (Vondran)
- 4. Approve Contract for Asset Management Program (Buck)

**COUNCIL/STAFF COMMENTS**

- Future Agenda Topics

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

**EXECUTIVE SESSION – If Needed**

**ADJOURN**

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

**Consent Agenda Item C-1**

Covington City Council Meeting

Date: March 13, 2012

SUBJECT: APPROVAL OF MINUTES: FEBRUARY 14, 2012 CITY COUNCIL STUDY SESSION MINUTES; FEBRUARY 14, 2012 CITY COUNCIL REGULAR MEETING MINUTES; FEBRUARY 23, 2012 BLACK DIAMOND/ COVINGTON/MAPLE VALLEY CITY COUNCILS JOINT MEETING MINUTES; AND FEBRUARY 28, 2012 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution  X  Motion \_\_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to approve the February 14, 2012 City Council Study Session Minutes; February 14, 2012 City Council Regular Meeting Minutes; February 23, 2012 Black Diamond/Covington/Maple Valley City Councils Joint Meeting Minutes; and February 28, 2012 City Council Regular Meeting Minutes**

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**City of Covington  
City Council Study Session Minutes  
Tuesday, February 14, 2012**

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

The Study Session was called to order in the City Council Chambers, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington, Washington, Tuesday, February 14, 2012, at 6:06 p.m., with Mayor Harto presiding.

**COUNCILMEMBERS PRESENT:**

Margaret Harto, Mark Lanza (arrived @ 6:22 p.m.), David Lucavish, Marlla Mhoon, Jim Scott, Wayne Snoey (arrived @ 6:10 p.m.), and Jeff Wagner.

**STAFF PRESENT:**

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the joint study session to order.

**APPROVAL OF AGENDA:**

**Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded to approve the Agenda. Vote: 5-0. Motion carried.**

**PUBLIC COMMENT:**

Mayor Harto called for public comments.

**Laura Moser, Municipal and Community Relations, Waste Management,** spoke on partnerships, planning for the future, and what Waste Management could offer Covington.

**David Ambur, Black Diamond Recycling & Transfer,** spoke regarding his company and what they could offer Covington.

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

**ITEMS FOR DISCUSSION:**

1. Solid Waste Franchise

Public Works Director Glenn Akramoff gave the staff report on this item which included a presentation regarding the meeting's objectives, Covington's history, current conditions, other issues to consider, options, and the next steps.

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

**PUBLIC COMMENT:**

Mayor Harto called for public comments.

**John Taylor, Government Community Relations Manager, CleanScapes,** spoke regarding his company and urged Council to choose Mr. Akramoff's presentation Option #2 – RFP/RFQ Process.

**Dennis Manes, South King County General Manager, Allied Waste,** spoke regarding his company and urged Council to continue services with Allied Waste.

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

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 6:45 p.m.

Prepared by:

Submitted by:

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Joan Michaud  
Deputy City Clerk

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Sharon Scott  
City Clerk

**City of Covington  
Regular City Council Meeting Minutes  
Tuesday, February 14, 2012**

(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 271<sup>st</sup> Street, Suite 100, Covington, Washington, Tuesday, February 14, 2012, at 7:07 p.m., with Mayor Harto presiding.

**COUNCILMEMBERS PRESENT:**

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

**STAFF PRESENT:**

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

Mayor Harto opened the meeting with the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

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

**PUBLIC COMMUNICATION:**

Mayor Harto announced the 2011 Commissioner of the Year: Ed Cook with Covington Economic Development Council..

The Council recessed at 7:13 p.m. for a short celebration and reconvened at 7:29 p.m.

**PUBLIC COMMENT:**

Mayor Harto called for public comments.

**Darren Linse, 17801 SE 259<sup>th</sup> Street, Covington,** asked Council to consider changes to setback requirements on residential lots.

**Ed Cook, Covington Economic Development Council Member,** spoke regarding branding for the city and noted that CEDC would be looking into this in 2012.

**RuthAnne Kepler, 19470 SE 266<sup>th</sup> student at Cedar Valley Elementary**, spoke on the importance of keeping Cedar Valley Elementary open.

**Chele Dimmett, 26626 190<sup>th</sup> Avenue SE, Timberlane resident**, gave a report on the current activities in Timberlane and thanked city staff and council for assistance during storm.

**Leroy Stevenson, 26838 166<sup>th</sup> Place SE, Covington**, spoke in agreement of Darren Linse's request for changes in the setback requirements.

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

**APPROVE CONSENT AGENDA:**

C-1. Approval of Minutes: January 10, 2012 Special and Regular Meetings Minutes; January 24, 2012 Joint Study Session with Planning Commission Minutes; and January 24, 2012 Regular Meeting Minutes.

C-2. Approval of Vouchers: Vouchers #27147-27219, in the Amount of \$221,949.29, Dated January 23, 2012; Paylocity Payroll Checks #1000349307-1000349321, Inclusive, Plus Employee Direct Deposits in the Amount of \$139,268.76, Dated February 3, 2012.

RESOLUTION NO. 12-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF COVINGTON, KING COUNTY, WASHINGTON,  
DECLARING THREE VEHICLES AS SURPLUS  
PROPERTY AND AUTHORIZE REPLACEMENT.

C-3. Resolution Declaring Surplus Vehicles.

C-4. Franchise Fee and Utility Users Tax Compliance Review Services Contract.

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

**NEW BUSINESS:**

1. Consider Social Media Plan.

Community Relations Coordinator Karla Slate gave the staff report on this item.

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

Councilmember Lanza suggested a link to the council meeting agendas on the city's Facebook page.

**Council Action: Councilmember Snoey moved and Councilmember Wagner seconded to authorize the city manager to implement the proposed Social Media Plan. Vote: 7-0. Motion carried.**

2. Appoint Budget Priorities Advisory Committee (BPAC).

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

**Council Action: There was Council consensus to add to the Budget Priorities Advisory Committee Charter “if a member misses three consecutive meetings, they may be replaced without cause by the city manager.”**

**Council Action: Mayor Harto moved and Councilmember Snoey seconded to amend the designations given to the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> adult alternates by moving Laura Morrissey to the 1<sup>st</sup> adult alternate and Daniel Key to the 3<sup>rd</sup> alternate. Vote: 7-0. Motion carried.**

**Council Action: Councilmember Wagner moved and Councilmember Scott seconded to appoint the Budget Priorities Advisory Committee per the city manager’s recommendations as amended and to authorize the city manager to fill vacancies from among applicants. Vote: 7-0. Motion carried.**

3. Cedar Valley Elementary School Possible Closure.

City Manager Derek Matheson reported that the Save Cedar Valley Committee recently announced that the Kent School District was no longer considering a school closure in Covington, and staff had confirmed that with school district administration.

**Council Action: There was Council consensus to send a thank you letter to the Kent School District after the official notice has been announced by the District.**

**Council Action: There was also Council consensus to send a recognition letter to the Save Cedar Valley group.**

**COUNCIL/STAFF COMMENTS:**

Councilmembers and staff discussed Future Agenda Topics and made comments.

**PUBLIC COMMENTS:**

Mayor Harto called for public comments.

**George Pearson, 18623 SE 261<sup>st</sup> Street, Covington,** thanked the city and acknowledged the maintenance crew for their hard work during the recent storm.

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

Unapproved Draft – February 14, 2012 Regular Meeting Minutes  
Submitted for Approval: March 13, 2012

**EXECUTIVE SESSION:**

Potential Litigation (RCW 42.30.110(1)(i)) from 8:50 p.m. to 9:05 p.m.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 9:05 p.m.

Prepared by:

Submitted by:

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Joan Michaud  
Deputy City Clerk

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Sharon Scott  
City Clerk

**City of Black Diamond/City of Covington/City of Maple Valley  
Joint City Council Meeting Minutes  
Thursday, February 23, 2012**

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

The Joint Meeting of the City Councils for the cities of Black Diamond, Covington and Maple Valley was called to order at Covington City Hall Council Chambers, 16720 SE 271<sup>st</sup> Street, Covington, Washington, Thursday, February 23, 2012, at 7:02 p.m., with Covington Mayor Margaret Harto presiding.

**BLACK DIAMOND COUNCILMEMBERS PRESENT:**

Mayor Rebecca Olness, Mayor Pro Tem Craig Goodwin, Tamie Deady, Joe May, and Ron Taylor.

**BLACK DIAMOND STAFF PRESENT:**

Brenda Martinez, Assistant City Administrator/City Clerk and May Miller, Finance Director.

**COVINGTON COUNCILMEMBERS PRESENT:**

Mayor Margaret Harto, Mark Lanza, David Lucavish, Jim Scott, and Wayne Snoey.

**COVINGTON COUNCILMEMBERS ABSENT:**

Marilla Mhoon and Jeff Wagner.

**COVINGTON STAFF PRESENT:**

Derek Matheson, City Manager; Kevin Klason, Covington Police Chief; Rob Hendrickson, Finance Director; and Sharon Scott, City Clerk/Executive Assistant.

**MAPLE VALLEY COUNCILMEMBERS PRESENT:**

Mayor Bill Allison, Deputy Mayor Victoria Laise Jonas, Layne Barnes, Linda Johnson, Sean Kelly, and Erin Weaver.

**MAPLE VALLEY COUNCILMEMBERS ABSENT:**

Noel Gerken.

**MAPLE VALLEY STAFF PRESENT:**

David Johnston, City Manager; Tony McCarthy, Finance Director; and Shaunna Lee-Rice, City Clerk.

**PLEDGE OF ALLEGIANCE/INTRODUCTIONS:**

Mayor Harto opened Joint Meeting with the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

Mayor Harto called for approval of the agenda.

**Council Action: Councilmember Snoey moved and Councilmember Lucavish seconded to approve the agenda. Vote: 16-0. Motion carried.**

**OPENING REMARKS – MAYOR HARTO:**

Mayor Harto welcomed the three cities.

**ITEMS FOR JOINT COUNCIL DISCUSSION:**

1. Shared Animal Services.

Covington City Manager Derek Matheson gave a presentation which included three parts: the King County option; the Southeast option; and the conclusion with a comparison, a recommendation, a request for direction, and some next steps if the staff recommendation acceptable.

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

The councilmembers from each city discussed the shared animal services options.

**Council Action:** There was consensus from all three councils on three general statements that can be communicated back to King County: 1) the three councils are generally supportive of this three-year county contract; 2) revenue generation is a huge issue for the three councils; and 3) staff should continue to work on the Southeast option over time so it is not such a rush if a change is needed in 2015.

**Council Action:** There was consensus from all three councils on two specific statements: 1) research information about an amnesty program; and 2) raise the question about early termination.

**COUNCIL CLOSING REMARKS:**

Councilmembers expressed appreciation for the collaboration between the three cities and noted the benefit of the three cities establishing a regional presence.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:15 p.m.

Prepared by:

Submitted by:

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Joan Michaud  
Covington Deputy City Clerk

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Sharon Scott  
Covington City Clerk

**City of Covington**  
**Regular City Council Meeting Minutes**  
**Tuesday, February 28, 2012**

(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 271<sup>st</sup> Street, Suite 100, Covington, Washington, Tuesday, February 28, 2012, at 7:04 p.m., with Mayor Harto presiding.

**COUNCILMEMBERS PRESENT:**

Margaret Harto, Mark Lanza, David Lucavish, Wayne Snoey, and Jeff Wagner.

**COUNCILMEMBERS ABSENT:**

Marlla Mhoon and Jim Scott.

**Council Action: Councilmember Snoey moved and Councilmember Lucavish seconded to excuse Councilmembers Mhoon and Scott. Vote: 5-0. Motion carried.**

**STAFF PRESENT:**

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Ann Mueller, Senior Planner; and Joan Michaud, Deputy City Clerk.

Mayor Harto opened the meeting with the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

**Council Action: Councilmember Wagner moved and Councilmember Lucavish seconded to approve the Agenda. Vote: 5-0. Motion carried.**

**PUBLIC COMMUNICATION:**

- Arts Commission Chair Sandy Bisordi accepted the Youth Art Month Proclamation.
- Aquatics Specialist Rachel Bahl accepted the Aquatic Center 35<sup>th</sup> Anniversary Proclamation.
- Finance Director Rob Hendrickson accepted the Comprehensive Annual Financial Report Award.

**PUBLIC COMMENT:**

Mayor Harto called for public comments.

**Keil Carr, Project Uth**, spoke regarding pet licensing and domestic violence awareness activities that Project Uth is undertaking.

Unapproved Draft – February 28, 2012 Regular Meeting Minutes  
Submitted for Approval: March 13, 2012

**Noel Campbell, Project Uth**, spoke regarding a pool party event on April 6 Project Uth is planning.

**Raylin Carpenter, Project Uth**, spoke regarding an activity survey for teenagers that Project Uth will be conducting.

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

**APPROVE CONSENT AGENDA:**

C-1. Minutes of January 28, 2012 Annual Strategic Planning Summit.

C-2. Vouchers #27220-27294, in the Amount of \$143,034.98, Dated February 6, 2012; and Paylocity Payroll Checks #1000371645-1000371659 Inclusive, Plus Employee Direct Deposits in the Amount of \$144,665.47, Dated February 17, 2012.

**Council Action: Councilmember Wagner moved and Councilmember Snoey seconded to approve the Consent Agenda. Vote: 5-0. Motion carried.**

**REPORTS OF COMMISSIONS:**

**Human Services Commission** – Chair Haris Ahmad reported on the February 9 meeting.

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

**Planning Commission** – Chair Daniel Key reported on the February 2 and February 16 meetings.

**Parks & Recreation Commission** – Chair David Aldous reported on the February 15 meeting.

**Economic Development Council** – Co-Chair Jeff Wagner reported on the January 26 and February 23 meetings.

**PUBLIC HEARING:**

1. Receive Comments from the Public on a Multi-Family Property Tax Exemption to Identify Residential Target Areas Ordinance.

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

Mayor Harto opened the public hearing and called for public comments.

**Gerald Gobel, 15812 SE 256<sup>th</sup> Street, Covington**, asked Council to consider whether it is advantageous to focus on the downtown area as the target area for tax exemptions.

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

Councilmembers provided comments and asked questions, and staff provided responses.

ORDINANCE NO. 05-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON CREATING CHAPTER 3.80 OF THE COVINGTON MUNICIPAL CODE RELATING TO EXEMPTIONS FROM AD VALOREM PROPERTY TAXATION FOR MULTI-FAMILY HOUSING IN DESIGNATED RESIDENTIAL TARGETED AREAS AND ESTABLISHING RESIDENTIAL TARGETED AREAS FOR THE MULTI-FAMILY PROPERTY TAX.

**Council Action:** Councilmember Wagner moved and Councilmember Snoey seconded to adopt Ordinance No. 05-12 identifying the areas to be designated as a residential target area for multi-family tax exemptions in the City of Covington and adopting CMC 3.80 Multi-Family Property Tax Exemption. Vote: 4-1 (Voting yes: Harto, Lanza, Snoey, Wagner; voting no: Lucavish). Motion carried.

**NEW BUSINESS:**

2. Discuss Citizen Request Regarding Setbacks.

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

Councilmembers discussed this item and provided comments.

**Council Action:** Councilmember Wagner moved and Councilmember Lanza seconded to select Option No. 2 as the desired policy option on the issue of setting setbacks for accessory structures in residential zones and give direction to staff. (Option 2: The issue of providing additional exceptions to setbacks for certain accessory structures in residential zones may need some study and should be considered as part of the Planning Commission's and Council's Work Program for 2013.) Vote: 5-0. Motion carried.

3. Approve City Manager Merit Goals for 2012.

Personnel Manager Noreen Beaufriere gave the staff report on this item.

**Council Action:** Councilmember Wagner moved and Councilmember Snoey seconded to approve the 2012 Merit Goals for the City Manager as follows: 1) Provide excellent professional advice and administrative support to help the Budget Priorities Advisory Committee (BPAC) fulfill its charter; 2) Construct Covington Community Park Phase One on time and within budget; and 3) Implement the Northern Gateway Study (i.e. complete those tasks planned for 2012). Vote: 5-0. Motion carried.

**COUNCIL/STAFF COMMENTS:**

Councilmembers and staff discussed Future Agenda Topics and made comments.

**PUBLIC COMMENTS:**

Mayor Harto called for public comments.

**Leroy Stevenson, 26838 166<sup>th</sup> Place SE, Covington,** spoke regarding the setback issue, pet licensing, and downtown zoning.

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

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:42 p.m.

Prepared by:

Submitted by:

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Joan Michaud  
Deputy City Clerk

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Sharon Scott  
City Clerk

**Consent Agenda Item C-2**

Covington City Council Meeting

Date: March 13, 2012

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #27295-27361, in the Amount of \$278,944.46, Dated February 21, 2012; Vouchers #27362-27378, in the Amount of \$245.55, Dated February 24, 2012; Vouchers #27379-27379, in the Amount of \$2,175.00, Dated February 29, 2012; and Paylocity Payroll Checks #1000394296-1000394308 Inclusive, Plus Employee Direct Deposits in the Amount of \$134,742.93, Dated March 2, 2012.

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution  X  Motion \_\_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to approve for payment: Vouchers #27295-27361, in the Amount of \$278,944.46, Dated February 21, 2012; Vouchers #27362-27378, in the Amount of \$245.55, Dated February 24, 2012; Vouchers #27379-27379, in the Amount of \$2,175.00, Dated February 29, 2012; and Paylocity Payroll Checks #1000394296-1000394308 Inclusive, Plus Employee Direct Deposits in the Amount of \$134,742.93, Dated March 2, 2012.**

February 21, 2012

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 27295 Through Check # 27361

In the Amount of \$278,944.46

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

\_\_\_\_\_  
Robert Hendrickson  
Finance Director

\_\_\_\_\_  
Mark Lanza  
City Councilmember

\_\_\_\_\_  
Wayne Snoey  
City Councilmember

\_\_\_\_\_  
Marlla Mhoon  
City Councilmember

Council Meeting Date Approved \_\_\_\_\_

				<u>Check Amount</u>
<b>Check No:</b> 27295	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1178	<b>Child Care Resources</b>			
1178-4Qtr	Human services; 4th Qtr 2011	02/21/2012		882.00
			<b>Check Total:</b>	882.00
<b>Check No:</b> 27296	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1699	<b>Communities in Schools of Kent</b>			
1699-4Qtr	Human services; 4th Qtr 2011	02/21/2012		1,125.00
			<b>Check Total:</b>	1,125.00
<b>Check No:</b> 27297	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1981	<b>Design Air, Ltd.</b>			
028409	Aquatics; sewer repair	02/21/2012		2,769.89
			<b>Check Total:</b>	2,769.89
<b>Check No:</b> 27298	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2474	<b>SCORE</b>			
59	Jail costs; December	02/21/2012		750.00
			<b>Check Total:</b>	750.00
<b>Check No:</b> 27299	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2248	<b>Sound Mental Health</b>			
2248-4Qtr	Human services; Safe and Sound, 4Qtr	02/21/2012		250.00
			<b>Check Total:</b>	250.00
<b>Check No:</b> 27300	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0409	<b>The Storehouse</b>			
0409-4Qtr	Human services; 4th Qtr 2011	02/21/2012		2,000.00
			<b>Check Total:</b>	2,000.00
<b>Check No:</b> 27301	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2476	<b>Sylvania Lighting Services Cor</b>			
401358950	Aquatics; exterior lighting upgrade	02/21/2012		11,166.62
			<b>Check Total:</b>	11,166.62
<b>Check No:</b> 27302	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0206	<b>AFLAC</b>			
139445	Insurance premiums; February	02/21/2012		511.21
			<b>Check Total:</b>	511.21
<b>Check No:</b> 27303	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0463	<b>Allied Waste Services</b>			
0176-00333	Maint shop; disposal, 1/1-1/31/12	02/21/2012		116.41
0176-00333	Maint shop; disposal, 1/1-1/31/12	02/21/2012		232.82
0176-00333	Aquatics; disposal, 1/1-1/31/12	02/21/2012		239.83
0176-00333	Maint shop; disposal, 1/1-1/31/12	02/21/2012		232.82
			<b>Check Total:</b>	821.88
<b>Check No:</b> 27304	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0019	<b>AWC Employee Benefits Trust</b>			
100315L032	Medical Insurance Premiums, March	02/21/2012		4,236.75
100315L032	Medical Insurance Premiums, March	02/21/2012		7,848.90
100315L032	Medical Insurance Premiums, March	02/21/2012		8,333.28
100315L032	Medical Insurance Premiums, March	02/21/2012		6,072.38
100315L032	Medical Insurance Premiums, March	02/21/2012		2,049.73
100315L032	Medical Insurance Premiums, March	02/21/2012		1,999.90
100315L032	Medical Insurance Premiums, March	02/21/2012		2,130.01
100315L032	Medical Insurance Premiums, March	02/21/2012		5,651.88
100315L032	Medical Insurance Premiums, March	02/21/2012		1,190.82
100315L032	Medical Insurance Premiums, March	02/21/2012		2,233.17
100315L032	Medical Insurance Premiums, March	02/21/2012		805.64
100315L032	Medical Insurance Premiums, March	02/21/2012		515.36
			<b>Check Total:</b>	43,067.82
<b>Check No:</b> 27305	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0078	<b>Shellie Bates</b>			
11-61	Bates; 2011 flexible spending	02/21/2012		600.00
			<b>Check Total:</b>	600.00
<b>Check No:</b> 27306	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2368	<b>Best Parking Lot Cleaning Inc.</b>			
114599	Street sweeping; call out storm clean up	02/21/2012		1,536.58

			<u>Check Amount</u>
114843	Street sweeping; call out storm clean up	02/21/2012	6,439.55
114600	Street sweeping; call out storm clean up	02/21/2012	1,259.33
<b>Check Total:</b>			<b>9,235.46</b>
<b>Check No:</b>	<b>27307</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>1868</b>	<b>The Brickman Group Ltd, LLC</b>	
5102041082	Storm clean up; January	02/21/2012	1,251.07
009150	Streets; landscaping, February	02/21/2012	3,952.60
009150	Parks; landscaping, February	02/21/2012	1,388.69
<b>Check Total:</b>			<b>6,592.36</b>
<b>Check No:</b>	<b>27308</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>0026</b>	<b>C&amp;B Awards</b>	
24583	Public works; 4th qtr award name plate	02/21/2012	4.62
24583	Public works; 4th qtr award name plate	02/21/2012	4.61
<b>Check Total:</b>			<b>9.23</b>
<b>Check No:</b>	<b>27309</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>2270</b>	<b>CenturyLink</b>	
6392827698	City hall; telephone, 2/8-3/8/12	02/21/2012	137.87
<b>Check Total:</b>			<b>137.87</b>
<b>Check No:</b>	<b>27310</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>2366</b>	<b>CenturyLink Business Services</b>	
1200003952	Aquatics; internet/loop, January	02/21/2012	475.00
<b>Check Total:</b>			<b>475.00</b>
<b>Check No:</b>	<b>27311</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>1178</b>	<b>Child Care Resources</b>	
1178-4Qtr	Human services; joint funding, 4Qtr 2011	02/21/2012	5,917.75
<b>Check Total:</b>			<b>5,917.75</b>
<b>Check No:</b>	<b>27312</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>0395</b>	<b>City of Buckley</b>	
0395-2	Jail costs; 1/1-1/31/12	02/21/2012	1,197.00
<b>Check Total:</b>			<b>1,197.00</b>
<b>Check No:</b>	<b>27313</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>1091</b>	<b>Complete Office Solutions</b>	
790829-0	Paper	02/21/2012	39.36
792484-0	Poly zip bags	02/21/2012	33.88
792484-0	Office supplies	02/21/2012	288.26
C792484-0	Return; paper	02/21/2012	-18.81
793589-0	Paper	02/21/2012	20.99
<b>Check Total:</b>			<b>363.68</b>
<b>Check No:</b>	<b>27314</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>0184</b>	<b>Cordi &amp; Bejarano</b>	
151/152	Public defender; 1/6-2/3/12	02/21/2012	3,740.00
<b>Check Total:</b>			<b>3,740.00</b>
<b>Check No:</b>	<b>27315</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>0043</b>	<b>Covington Mini Storage</b>	
0043-2	Storage unit #E32; lease, March	02/21/2012	80.00
0043-2	Storage unit #C25; lease, March	02/21/2012	120.00
<b>Check Total:</b>			<b>200.00</b>
<b>Check No:</b>	<b>27316</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>0706</b>	<b>Covington Retail Associates</b>	
3704	1st floor; building lease, March	02/21/2012	24,477.83
3704	1st floor; operating expenses, March	02/21/2012	9,398.95
3705	2nd floor; building lease, March	02/21/2012	3,122.75
3705	2nd floor; operating expenses, March	02/21/2012	1,515.88
<b>Check Total:</b>			<b>38,515.41</b>
<b>Check No:</b>	<b>27317</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>0699</b>	<b>Department of Licensing</b>	
0699-2	Driver abstracts; Hall, Bykonen	02/21/2012	20.00
<b>Check Total:</b>			<b>20.00</b>
<b>Check No:</b>	<b>27318</b>	<b>Check Date:</b>	<b>02/21/2012</b>
<b>Vendor:</b>	<b>1981</b>	<b>Design Air, Ltd.</b>	
028402	Aquatics; maintenance repairs	02/21/2012	6,651.58

				<u>Check Amount</u>
				<b>Check Total:</b> 6,651.58
<b>Check No:</b> 27319	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1640	<b>Drivers License Guide Company</b>			
608911	2012 ID checking guide	02/21/2012		46.59
608911	2012 ID checking guide, use tax	02/21/2012		-3.69
				<b>Check Total:</b> 42.90
<b>Check No:</b> 27320	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1996	<b>Facility Maintenance Contracto</b>			
SALES01465	Maint shop; janitorial service, February	02/21/2012		101.60
SALES01465	Maint shop; janitorial service, February	02/21/2012		101.60
SALES01465	Maint shop; janitorial service, February	02/21/2012		50.80
				<b>Check Total:</b> 254.00
<b>Check No:</b> 27321	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1710	<b>The Falconer Group</b>			
12-002	Council retreat; facilitation services	02/21/2012		4,500.00
				<b>Check Total:</b> 4,500.00
<b>Check No:</b> 27322	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1875	<b>FirstChoice</b>			
434889	Coffee service	02/21/2012		112.46
				<b>Check Total:</b> 112.46
<b>Check No:</b> 27323	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2045	<b>Goodbye Graffiti Seattle</b>			
15569	Everclean program, February	02/21/2012		376.84
				<b>Check Total:</b> 376.84
<b>Check No:</b> 27324	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1271	<b>Rob Hendrickson</b>			
12-06	Hendrickson; 2012 flexible spending	02/21/2012		163.00
				<b>Check Total:</b> 163.00
<b>Check No:</b> 27325	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1658	<b>Hertz Equipment Rental Corp.</b>			
26072323-0	Rental; backhoe, 2/2-2/3/12	02/21/2012		330.14
				<b>Check Total:</b> 330.14
<b>Check No:</b> 27326	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1722	<b>Honey Bucket</b>			
1-418355	Skate park; portable toilet, 2/5-3/4/12	02/21/2012		204.75
				<b>Check Total:</b> 204.75
<b>Check No:</b> 27327	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1342	<b>Integra Telecom</b>			
9312256	City hall; telephone, 2/8-3/7/12	02/21/2012		1,356.30
				<b>Check Total:</b> 1,356.30
<b>Check No:</b> 27328	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0050	<b>Kent School District</b>			
0050-2	School mitigation payable; January	02/21/2012		16,366.00
				<b>Check Total:</b> 16,366.00
<b>Check No:</b> 27329	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2142	<b>Irma Knapp</b>			
2142-2011	Utility Tax Rebate; telephone	02/21/2012		10.99
2142-2011	Utility Tax Rebate; cable	02/21/2012		49.57
2142-2011	Utility Tax Rebate; solid waste	02/21/2012		18.56
2142-2011	Utility Tax Rebate; natural gas	02/21/2012		67.76
2142-2011	Utility Tax Rebate; electricity	02/21/2012		31.14
				<b>Check Total:</b> 178.02
<b>Check No:</b> 27330	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1878	<b>MacLeod Reckord</b>			
6414	Covington Park; Phs 1, 1/1-1/31/12	02/21/2012		2,386.51
				<b>Check Total:</b> 2,386.51
<b>Check No:</b> 27331	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2367	<b>Magnum Print Solutions</b>			
98963	Toner	02/21/2012		53.16
				<b>Check Total:</b> 53.16

				<u>Check Amount</u>
<b>Check No:</b> 27332	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1901	<b>Modern Building Systems, Inc.</b>			
0046539	Maint shop; building lease, 3/1-4/1/12	02/21/2012		569.06
0046539	Maint shop; building lease, 3/1-4/1/12	02/21/2012		569.07
0046539	Maint shop; building lease, 3/1-4/1/12	02/21/2012		284.53
<b>Check Total:</b>				<b>1,422.66</b>
<b>Check No:</b> 27333	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 1688	<b>Mountain Mist</b>			
054257-2	City Hall; bottled water, January	02/21/2012		77.03
054257-2	Maint Shop; bottled water, January	02/21/2012		12.29
054257-2	Maint Shop; bottled water, January	02/21/2012		6.15
054257-2	Maint Shop; bottled water, January	02/21/2012		12.29
054257-2	Aquatics; bottled water, January	02/21/2012		27.57
<b>Check Total:</b>				<b>135.33</b>
<b>Check No:</b> 27334	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0305	<b>Net Venture</b>			
636786	City hall; domain hosting, 2/27-5/26/12	02/21/2012		29.70
<b>Check Total:</b>				<b>29.70</b>
<b>Check No:</b> 27335	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0682	<b>Nextel Communications</b>			
550142028-	Cellular service, 2/8-3/7/12	02/21/2012		32.74
550142028-	Cellular service, 2/8-3/7/12	02/21/2012		84.71
550142028-	Cellular service, 2/8-3/7/12	02/21/2012		79.09
550142028-	Cellular service, 2/8-3/7/12	02/21/2012		248.17
550142028-	Cellular service, 2/8-3/7/12	02/21/2012		67.31
550142028-	Cellular service, 2/8-3/7/12	02/21/2012		103.63
550142028-	Cellular service, 2/8-3/7/12	02/21/2012		275.35
550142028-	Cellular service, 2/8-3/7/12	02/21/2012		27.27
<b>Check Total:</b>				<b>918.27</b>
<b>Check No:</b> 27336	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2013	<b>Manfred Nitzsche</b>			
2013-2011	Utility Tax Rebate; cable	02/21/2012		13.01
2013-2011	Utility Tax Rebate; telephone	02/21/2012		9.48
2013-2011	Utility Tax Rebate; solid waste	02/21/2012		13.12
2013-2011	Utility Tax Rebate; electricity	02/21/2012		34.29
2013-2011	Utility Tax Rebate; natural gas	02/21/2012		45.68
<b>Check Total:</b>				<b>115.58</b>
<b>Check No:</b> 27337	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 2384	<b>Northwest Stormwater Managemen</b>			
2689	Clean/inspect catch basins, 2/6/12	02/21/2012		3,570.00
2687	Vactor service; Maple Valley, February	02/21/2012		3,531.00
<b>Check Total:</b>				<b>7,101.00</b>
<b>Check No:</b> 27338	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0004	<b>Office Depot</b>			
5964404680	Meyers; laser mouse	02/21/2012		34.74
5960590690	Binder	02/21/2012		23.90
1435515679	Toner	02/21/2012		52.98
1438799747	Aquatics; thermal receipt paper rolls	02/21/2012		7.96
5953183990	Coffee creamer	02/21/2012		4.00
5953183990	Office supplies	02/21/2012		254.80
5953256990	Toner	02/21/2012		114.48
5953257000	Office supplies	02/21/2012		205.15
5960590690	Coffee creamer	02/21/2012		8.00
5960590690	Office supplies	02/21/2012		131.09
<b>Check Total:</b>				<b>837.10</b>
<b>Check No:</b> 27339	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0418	<b>Olympic Environmental Resource</b>			
20121	Spring recycling program implementation	02/21/2012		945.00
<b>Check Total:</b>				<b>945.00</b>
<b>Check No:</b> 27340	<b>Check Date:</b> 02/21/2012			
<b>Vendor:</b> 0056	<b>Cassandra Parker</b>			
12-05	Parker; 2012 flexible spending	02/21/2012		74.76

				<u>Check Amount</u>
<b>Check Total:</b>				74.76
<b>Check No:</b>	<b>27341</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>2021</b>	<b>Holmfridur Peterson</b>		
2021-2011	Utility Tax Rebate; electricity	02/21/2012		18.44
2021-2011	Utility Tax Rebate; solid waste	02/21/2012		4.59
<b>Check Total:</b>				23.03
<b>Check No:</b>	<b>27342</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>2177</b>	<b>Pirtek Kent</b>		
S1589519.0	#2761; hydraulic lines	02/21/2012		644.29
<b>Check Total:</b>				644.29
<b>Check No:</b>	<b>27343</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>0161</b>	<b>Puget Sound Energy</b>		
7042894886	Streets; electricity, 1/6-2/3/12	02/21/2012		58.85
7042894027	Streets; electricity, 1/5-2/2/12	02/21/2012		9.92
7042898077	Streets; electricity, 1/5-2/2/12	02/21/2012		81.87
7042890538	Streets; electricity, 1/5-2/2/12	02/21/2012		66.38
7042894027	City Tree; electricity, 1/5-2/2/12	02/21/2012		9.92
7042897053	Streets; electricity, 1/5-2/2/12	02/21/2012		7,611.63
4077636381	Streets; electricity, 1/5-2/2/12	02/21/2012		68.54
7042898374	Streets; electricity, 1/6-2/3/12	02/21/2012		65.40
8732768927	Maint shop; electricity, 12/31-1/31/12	02/21/2012		108.22
8732768927	Maint shop; electricity, 12/31-1/31/12	02/21/2012		54.11
8732768927	Maint shop; electricity, 12/31-1/31/12	02/21/2012		108.21
4513241002	Crystal view; electricity, 12/31-1/31/12	02/21/2012		9.92
4513241002	SR 516; electricity, 12/31-1/31/12	02/21/2012		187.94
1777131457	Streets; electricity, 12/31-1/31/12	02/21/2012		95.51
0047532379	Streets; electricity, 12/31-1/31/12	02/21/2012		118.19
7042895297	Streets; electricity, 1/6-2/3/12	02/21/2012		9.92
4077639500	Skate park; electricity, 1/6-2/3/12	02/21/2012		12.27
<b>Check Total:</b>				8,676.80
<b>Check No:</b>	<b>27344</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>1780</b>	<b>Rainier Gravel</b>		
00042346	January 2012 storm; debris disposal	02/21/2012		400.00
00042408	January 2012 storm; debris disposal	02/21/2012		925.00
00042409	January 2012 storm; debris disposal	02/21/2012		850.00
<b>Check Total:</b>				2,175.00
<b>Check No:</b>	<b>27345</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>1478</b>	<b>Rent Me Storage, LLC</b>		
53757	Maint shop storage; interest, 2/22-3/22	02/21/2012		5.23
53757	Maint shop storage, lease, 2/22-3/22	02/21/2012		30.68
53757	Maint shop storage, lease, 2/22-3/22	02/21/2012		61.38
53757	Maint shop storage; interest, 2/22-3/22	02/21/2012		5.23
53757	Maint shop storage; interest, 2/22-3/22	02/21/2012		2.61
53757	Maint shop storage, lease, 2/22-3/22	02/21/2012		61.38
<b>Check Total:</b>				166.51
<b>Check No:</b>	<b>27346</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>2129</b>	<b>Rodarte Construction, Inc.</b>		
12	SR516/Wax Rd Impvs; 3/11/11-2/2/12	02/21/2012		12,650.41
<b>Check Total:</b>				12,650.41
<b>Check No:</b>	<b>27347</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>2250</b>	<b>SBS Legal Services</b>		
CO10	Legal services; January	02/21/2012		5,000.00
<b>Check Total:</b>				5,000.00
<b>Check No:</b>	<b>27348</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>2044</b>	<b>Karla Slate</b>		
2044-2	Slate; IN-NW Social Media conf, mileage	02/21/2012		30.86
<b>Check Total:</b>				30.86
<b>Check No:</b>	<b>27349</b>	<b>Check Date:</b>	<b>02/21/2012</b>	
<b>Vendor:</b>	<b>2146</b>	<b>Gretchen Stangle</b>		
2146-2011	Utility Tax Rebate; cable	02/21/2012		22.63
2146-2011	Utility Tax Rebate; solid waste	02/21/2012		10.35
2146-2011	Utility Tax Rebate; natural gas	02/21/2012		67.82

			<u>Check Amount</u>
2146-2011	Utility Tax Rebate; electricity	02/21/2012	22.93
<b>Check Total:</b>			<b>123.73</b>
<b>Check No:</b>	<b>27350</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>2014</b>	<b>Jean Szybnski</b>	
2014-2011	Utility Tax Rebate; solid waste	02/21/2012	19.40
2014-2011	Utility Tax Rebate; natural gas	02/21/2012	35.95
2014-2011	Utility Tax Rebate; electricity	02/21/2012	24.40
2014-2011	Utility Tax Rebate; cable	02/21/2012	11.57
2014-2011	Utility Tax Rebate; telephone	02/21/2012	4.57
<b>Check Total:</b>			<b>95.89</b>
<b>Check No:</b>	<b>27351</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>2461</b>	<b>Tri-Tec Communications, Inc.</b>	
217115	Mitel Phone system; 70% progress pmt	02/21/2012	32,328.18
<b>Check Total:</b>			<b>32,328.18</b>
<b>Check No:</b>	<b>27352</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>2103</b>	<b>US Bancorp Equip Finance Inc.</b>	
196478762	Copier lease	02/21/2012	116.89
<b>Check Total:</b>			<b>116.89</b>
<b>Check No:</b>	<b>27353</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>1879</b>	<b>US Health Works</b>	
0402136-WA	Gaudette; DOT physical	02/21/2012	27.20
0402136-WA	Gaudette; DOT physical	02/21/2012	13.60
0402136-WA	Gaudette; DOT physical	02/21/2012	27.20
<b>Check Total:</b>			<b>68.00</b>
<b>Check No:</b>	<b>27354</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>0119</b>	<b>WABO</b>	
7687 12	Meyers; WABO membership dues	02/21/2012	95.00
24100	Emgcy responder application; Christenson	02/21/2012	25.00
24092	Meyers/Christenson; WABO 2012 AEI	02/21/2012	600.00
24150	Bykonen; WABO 2012 AEI	02/21/2012	150.00
24100	Emergency responder application; Meyers	02/21/2012	25.00
<b>Check Total:</b>			<b>895.00</b>
<b>Check No:</b>	<b>27355</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>0242</b>	<b>WACE</b>	
0242-2	Bykonen; WACE Spring conference	02/21/2012	25.00
<b>Check Total:</b>			<b>25.00</b>
<b>Check No:</b>	<b>27356</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>1105</b>	<b>Washington State Patrol</b>	
I12005357	Background checks	02/21/2012	60.00
<b>Check Total:</b>			<b>60.00</b>
<b>Check No:</b>	<b>27357</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>2477</b>	<b>Welch Meeds Construction, Inc.</b>	
44	Aquatics; repairs/maintenance	02/21/2012	39,562.77
<b>Check Total:</b>			<b>39,562.77</b>
<b>Check No:</b>	<b>27358</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>0086</b>	<b>WFOA</b>	
10362	Parker; BARS training	02/21/2012	50.00
10360	Hagen; BARS training	02/21/2012	50.00
<b>Check Total:</b>			<b>100.00</b>
<b>Check No:</b>	<b>27359</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>2024</b>	<b>Richard Wolfe</b>	
2024-2011	Utility Tax Rebate; natural gas	02/21/2012	54.88
2024-2011	Utility Tax Rebate; cable	02/21/2012	10.72
2024-2011	Utility Tax Rebate; electricity	02/21/2012	27.99
2024-2011	Utility Tax Rebate; telephone	02/21/2012	20.01
2024-2011	Utility Tax Rebate; cellular/pager	02/21/2012	48.01
2024-2011	Utility Tax Rebate; solid waste	02/21/2012	19.24
<b>Check Total:</b>			<b>180.85</b>
<b>Check No:</b>	<b>27360</b>	<b>Check Date: 02/21/2012</b>	
<b>Vendor:</b>	<b>0995</b>	<b>Xerox Corporation</b>	
500325286	B&W Copier; lease	02/21/2012	518.30

			<u>Check Amount</u>
500324019	Color copier; lease	02/21/2012	425.71
<b>Check Total:</b>			<b>944.01</b>
<b>Check No:</b> 27361	<b>Check Date:</b> 02/21/2012		
<b>Vendor:</b> 1894	<b>Diana Ziolkowski</b>		
1894-2	Facility monitoring; 1/28-2/13/12	02/21/2012	174.00
<b>Check Total:</b>			<b>174.00</b>
<b>Date Totals:</b>			<b>278,944.46</b>
<b>Report Total:</b>			<b>0.00      278,944.46</b>

February 24, 2012

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 27362 Through Check # 27378

In the Amount of \$245.55

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

\_\_\_\_\_  
Cassandra Parker  
Accountant

\_\_\_\_\_  
Mark Lanza  
City Councilmember

\_\_\_\_\_  
Wayne Snoey  
City Councilmember

\_\_\_\_\_  
Marlla Mhoon  
City Councilmember

Council Meeting Date Approved \_\_\_\_\_

				<u>Check Amount</u>
<b>Check No:</b> 27362	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2275	<b>Amy Arnold</b>			
11-2275	Reissue; Refund Aquatics account balance	02/24/2012		4.70
			<b>Check Total:</b>	4.70
<b>Check No:</b> 27363	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2363	<b>Rebecca Baty</b>			
11-2363	Reissue; Refund Aquatics account balance	02/24/2012		10.50
			<b>Check Total:</b>	10.50
<b>Check No:</b> 27364	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2276	<b>Kara Bicknell</b>			
11-2276	Reissue; Refund Aquatics account balance	02/24/2012		30.00
			<b>Check Total:</b>	30.00
<b>Check No:</b> 27365	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2278	<b>Christina Boswell</b>			
11-2278	Reissue; Refund Aquatics account balance	02/24/2012		51.50
			<b>Check Total:</b>	51.50
<b>Check No:</b> 27366	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2284	<b>Shay Camp</b>			
11-2284	Reissue; Refund Aquatics account balance	02/24/2012		15.00
			<b>Check Total:</b>	15.00
<b>Check No:</b> 27367	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2288	<b>Kris Chamberlin</b>			
11-2288	Reissue; Refund Aquatics account balance	02/24/2012		0.75
			<b>Check Total:</b>	0.75
<b>Check No:</b> 27368	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2292	<b>Courtney Daniels</b>			
11-2292	Reissue; Refund Aquatics account balance	02/24/2012		7.50
			<b>Check Total:</b>	7.50
<b>Check No:</b> 27369	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2299	<b>Lori Green</b>			
11-2299	Reissue; Refund Aquatics account balance	02/24/2012		13.60
			<b>Check Total:</b>	13.60
<b>Check No:</b> 27370	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2300	<b>Darin Hale</b>			
11-2300	Reissue; Refund Aquatics account balance	02/24/2012		13.60
			<b>Check Total:</b>	13.60
<b>Check No:</b> 27371	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2305	<b>Kimalie Hollomon</b>			
11-2305	Reissue; Refund Aquatics account balance	02/24/2012		15.00
			<b>Check Total:</b>	15.00
<b>Check No:</b> 27372	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2311	<b>Marie Jesse</b>			
11-2311	Reissue; Refund Aquatics account balance	02/24/2012		15.00
			<b>Check Total:</b>	15.00
<b>Check No:</b> 27373	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2328	<b>Darrel Lewis</b>			
11-2328	Reissue; Refund Aquatics account balance	02/24/2012		7.50
			<b>Check Total:</b>	7.50
<b>Check No:</b> 27374	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2334	<b>Amanda Mayhew</b>			
11-2334	Reissue; Refund Aquatics account balance	02/24/2012		32.90
			<b>Check Total:</b>	32.90
<b>Check No:</b> 27375	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2346	<b>Lisa Peckham</b>			
11-2346	Reissue; Refund Aquatics account balance	02/24/2012		7.50
			<b>Check Total:</b>	7.50
<b>Check No:</b> 27376	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2349	<b>Doris Reese</b>			
11-2349	Reissue; Refund Aquatics account balance	02/24/2012		9.25
			<b>Check Total:</b>	9.25

				<u>Check Amount</u>
<b>Check No:</b> 27377	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2360	<b>Brenda Weber</b>			
11-2360	Reissue; Refund Aquatics account balance	02/24/2012		7.50
			<b>Check Total:</b>	7.50
<b>Check No:</b> 27378	<b>Check Date:</b> 02/24/2012			
<b>Vendor:</b> 2313	<b>Matt Wilson</b>			
11-2313	Reissue; Refund Aquatics account balance	02/24/2012		3.75
			<b>Check Total:</b>	3.75
			<b>Date Totals:</b>	245.55
			<b>Report Total:</b>	<b>0.00 245.55</b>

February 29, 2012

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 27379 Through Check # 27379

In the Amount of \$2175.00

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

\_\_\_\_\_  
Cassandra Parker  
Accountant

\_\_\_\_\_  
Mark Lanza  
City Councilmember

\_\_\_\_\_  
Wayne Snoey  
City Councilmember

\_\_\_\_\_  
Marlla Mhoon  
City Councilmember

Council Meeting Date Approved \_\_\_\_\_

				<u>Check Amount</u>
<b>Check No:</b> 27379	<b>Check Date:</b> 02/29/2012			
<b>Vendor:</b> 1197	<b>Rainier Wood Recyclers</b>			
00042346	January 2012 storm; debris disposal	02/29/2012		400.00
00042408	January 2012 storm; debris disposal	02/29/2012		925.00
00042409	January 2012 storm; debris disposal	02/29/2012		850.00
			<b>Check Total:</b>	2,175.00
			<b>Date Totals:</b>	2,175.00
			<b>Report Total:</b>	0.00      2,175.00

March 2, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 03/02/12 consisting of:

PAYLOCITY CHECK # 1000394296 through PAYLOCITY CHECK # 1000394308 inclusive,  
plus employee direct deposits

IN THE AMOUNT OF \$134,742.93

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

\_\_\_\_\_  
Robert M. Hendrickson  
Finance Director

\_\_\_\_\_  
Mark Lanza  
City Councilmember

\_\_\_\_\_  
Wayne Snoey  
City Councilmember

\_\_\_\_\_  
Marlla Mhoon  
City Councilmember

Council Meeting Date Approved: \_\_\_\_\_

**03/02/12 Payroll Voucher**

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102062	Regular	3/2/2012	Agnish, Ashley	87.92
102063	Regular	3/2/2012	Kirshenbaum, Kathleen	620.21
102064	Regular	3/2/2012	Lyon, Valerie	1,408.88
102065	Regular	3/2/2012	Matheson, Derek M	4,394.32
102066	Regular	3/2/2012	Mhoon, Darren S	1,278.56
102067	Regular	3/2/2012	Michaud, Joan M	1,721.72
102068	Regular	3/2/2012	Scott, Sharon G	2,657.02
102069	Regular	3/2/2012	Slate, Karla J	2,260.10
102070	Regular	3/2/2012	Hart, Richard	3,432.24
102071	Regular	3/2/2012	Mueller, Ann M	2,269.36
102072	Regular	3/2/2012	Cles, Staci M	1,722.80
102073	Regular	3/2/2012	Hagen, Lindsay K	1,375.71
102074	Regular	3/2/2012	Hendrickson, Robert	4,055.37
102075	Regular	3/2/2012	Parker, Cassandra	2,244.64
102076	Regular	3/2/2012	Dalton, Jesse J	1,747.47
102077	Regular	3/2/2012	Gaudette, John J	1,672.98
102078	Regular	3/2/2012	Hall, Ron	980.59
102079	Regular	3/2/2012	Junkin, Ross D	2,598.60
102080	Regular	3/2/2012	Wesley, Daniel A	2,145.39
102081	Regular	3/2/2012	Bykonen, Brian D	2,955.33
102082	Regular	3/2/2012	Christenson, Gregg R	2,636.66
102083	Regular	3/2/2012	Lyons, Salina K	2,198.18
102084	Regular	3/2/2012	Meyers, Robert L	3,113.34
102085	Regular	3/2/2012	Ogren, Nelson W	2,512.11
102086	Regular	3/2/2012	Thompson, Kelly	1,814.61
102087	Regular	3/2/2012	Morrissey, Mayson	2,543.18
102088	Regular	3/2/2012	Bahl, Rachel A	1,549.65
102089	Regular	3/2/2012	Newton, Ethan A	2,022.65
102090	Regular	3/2/2012	Patterson, Clifford	2,355.78
102091	Regular	3/2/2012	Thomas, Scott R	3,241.18
102092	Regular	3/2/2012	Akramoff, Glenn A	3,298.10
102093	Regular	3/2/2012	Bates, Shellie L	1,861.32
102094	Regular	3/2/2012	Buck, Shawn M	1,436.41
102095	Regular	3/2/2012	Parrish, Benjamin A	1,688.12
102096	Regular	3/2/2012	Vondran, Donald M	3,281.60
102097	Regular	3/2/2012	Beatty, Kyle B	77.61
102098	Regular	3/2/2012	Campbell, Noel M	124.91
102099	Regular	3/2/2012	Cox, Melissa	281.54
102100	Regular	3/2/2012	Felcyn, Adam	501.16
102101	Regular	3/2/2012	Foxworthy, Rebecca	271.15
102102	Regular	3/2/2012	Holmes, Kyle	108.30
102103	Regular	3/2/2012	Houghton, Cassandra L	350.94
102104	Regular	3/2/2012	Kiselyov, Tatyana	495.36
102105	Regular	3/2/2012	MacConaghy, Hailey	574.30
102106	Regular	3/2/2012	Middleton, Jordan	134.54
102107	Regular	3/2/2012	Mohr, Emily A	32.11
102108	Regular	3/2/2012	Mooney, Lynell	384.27
102109	Regular	3/2/2012	Beaufrere, Noreen	2,702.17
102110	Regular	3/2/2012	Throm, Victoria J	1,857.21
1000394296	Regular	3/2/2012	Newell, Nancy	60.95
1000394297	Regular	3/2/2012	Baughan, Jayson H.	300.18

1000394298	Regular	3/2/2012	Carkeek, Lena	209.66
1000394299	Regular	3/2/2012	Cochran, Neil A	53.52
1000394300	Regular	3/2/2012	Eastin, Tatiana	316.51
1000394301	Regular	3/2/2012	Hatch, Jenessa	616.76
1000394302	Regular	3/2/2012	Johansen, Andrea	235.95
1000394303	Regular	3/2/2012	Milburn, Matthew	66.14
1000394304	Regular	3/2/2012	Panzer, Erika	254.01
1000394305	Regular	3/2/2012	Powell, Sarajane L	32.11
1000394306	Regular	3/2/2012	Tran, Jenifer	114.04
<b>Totals for Payroll Checks</b>			<b>60 Items</b>	<b>87,337.50</b>
<b>Third Party Checks for Account Paylocity Account</b>				
Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102111	AGENCY	3/2/2012	ICMA Retirement Trust	13,804.34
102112	AGENCY	3/2/2012	Vantagepoint Transfer Agent-	358.78
102113	AGENCY	3/2/2012	City of Covington	2,615.00
102114	AGENCY	3/2/2012	Paylocity Corporation	125.00
102115	AGENCY	3/2/2012	City of Covington Employee	72.00
102116	AGENCY	3/2/2012	ICMA Retirement Trust	12,024.03
102117	AGENCY	3/2/2012	ICMA Retirement Trust	1,286.91
102118	AGENCY	3/2/2012	ICMA Retirement Trust	200.00
102119	AGENCY	3/2/2012	HRA VEBA Trust	1,020.00
1000394307	AGENCY	3/2/2012	WASH CHILD SUPPORT	110.41
1000394308	AGENCY	3/2/2012	United Way of King County	14.00
<b>Totals for Third Party</b>			<b>11 Items</b>	<b>31,630.47</b>
Tax Liabilities				15,624.06
Paylocity Fees				150.90
<b>Grand Total</b>				<b><u><u>\$ 134,742.93</u></u></b>

## Consent Agenda Item C-3

Covington City Council Meeting

Date: March 13, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE GRANT AMENDMENT NO. 1 WITH THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY FOR FY 2011 MUNICIPAL STORMWATER CAPACITY GRANTS PROGRAM.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Amendment No. 1 to Grant Agreement Number G1100032

PREPARED BY: Ben Parrish, Engineering Technician II

EXPLANATION:

On October 26, 2010, the city council authorized the city manager to sign and transmit a grant agreement for \$116,629 from the State of Washington Department of Ecology (DOE) to aid in offsetting costs incurred in the implementation of the Phase II National Pollutant Discharge Elimination System (NPDES) Permit.

Amendment No. 1 increases the budget by \$50,000 and extends the expiration date from June 30, 2012, to June 30, 2013.

By approving this amendment it will allow us to continue implementation of the Phase II NPDES Permit.

ALTERNATIVES:

Not accept the DOE grant amendment of \$50,000 to offset some of the financial impacts associated with the implementation of the Phase II NPDES Permit.

FISCAL IMPACT:

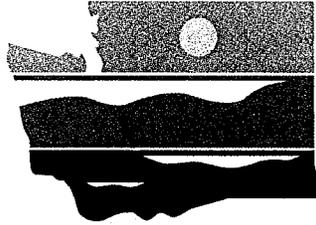
The Surface Water Management Fund will receive reimbursement of an additional \$50,000 to aid in offsetting the implementation of the Phase II NPDES Permit requirements.

There are no match requirements for this grant.

CITY COUNCIL ACTION: \_\_\_Ordinance \_\_\_Resolution X Motion \_\_\_Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to authorize the City Manager to execute Grant Amendment No. 1 with the State of Washington Department of Ecology for FY 2011 Municipal Stormwater Capacity Grants Program.**

REVIEWED BY: City Manager, City Attorney, Finance Director



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

AMENDMENT NO. 1  
TO GRANT AGREEMENT NO. G1100032  
BETWEEN THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CITY OF COVINGTON

**PURPOSE:** To amend the above-referenced grant agreement between the Department of Ecology [DEPARTMENT] and City of Covington [RECIPIENT] for the Municipal Stormwater Capacity Grant Project. This amendment is needed to increase budget for Phase II community NPDES Permit Activities by \$50,000 and extend the expiration date of the grant agreement.

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

**PART I. GENERAL INFORMATION**

1. The general information shall be modified as follows:
  - a. The expiration date is extended from June 30, 2012 to **June 30, 2013**.

**PART IV. PROJECT BUDGET**

1. The project budget shall be modified as followed:

	Current Budget Element Cost	Revised Budget Element Cost
Element No.		
Task 1 – Project Administration/Management (limited to 10% of total)	\$ 0	\$ 5,000
Task 2 – Implementation and management of Stormwater Program	\$ 116,629	\$ 161,629
Project Totals	\$ 116,629	\$ 166,629

FURTHER, this amendment shall be effective upon the date of signature by the Water Quality Program Manager of the DEPARTMENT.

**City of Covington**  
**Amendment to Grant Agreement G1100032**  
**Page 2**

Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and all amendments remain in full force and effect.

IN WITNESS WHEREOF: the parties have signed this amendment.

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF COVINGTON

\_\_\_\_\_  
KELLY SUSEWIND, P.E., P.G.      DATE  
WATER QUALITY PROGRAM MANAGER

\_\_\_\_\_  
DEREK MATHESON      DATE  
CITY MANAGER

APPROVED AS TO FORM ONLY  
ASSISTANT ATTORNEY GENERAL

## Consent Agenda Item C-4

Covington City Council Meeting

Date: March 13, 2012

**SUBJECT:** AUTHORIZATION TO SUBMIT A LOCAL AGENCY AGREEMENT AND PROSPECTUS TO WSDOT IN ORDER TO OBLIGATE FEDERAL FUNDS FOR THE SR 516 JENKINS CREEK TO 185<sup>TH</sup> PLACE SE (CIP 1127) PROJECT.

**RECOMMENDED BY:** Glenn Akramoff, Public Works Director

**ATTACHMENT(S):**

1. Local Agency Agreement
2. Project Prospectus

**PREPARED BY:** Don Vondran, PE, City Engineer

**EXPLANATION:**

On August 9, 2011, staff introduced the next project on SR 516 between Jenkins Creek and 185<sup>th</sup> Place SE. The council was given an overview of the project along with an estimated timeline and staff introduced Tetra Tech (formerly INCA Engineers), the consultant selected from the RFP process to perform the project design.

Since that meeting, staff has been working with the Washington State Department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC) to transfer the remaining legislative funds from the previous project (CIP 1039, SR 516: Wax Road to Jenkins Creek) into this project in order to begin the design. The funds have been moved to the new project and the Local Agency Agreement and Project Prospectus must now be executed in order to obligate spending the funds.

Once the funds are obligated, staff will be returning to the council to authorize an agreement with Tetra Tech to provide consultant services.

**FISCAL IMPACT:**

The federal funds to be obligated is \$809,602 (amount remaining from the \$2 million that was appropriated from the legislature) and will be used to help fund the design phase of the subject project. The total estimate for the design phase is \$1,474,390. The remaining \$664,788 will come from the balance remaining in the CIP 1039 account (~\$480,000) and a portion of the traffic impact fees which has a balance of approximately \$567,000.

**CITY COUNCIL ACTION:** \_\_\_ Ordinance \_\_\_ Resolution  X  Motion \_\_\_ Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize executing and submitting a Local Agency Agreement and Project Prospectus to WSDOT in order to obligate federal funds for the SR 516 Jenkins Creek to 185<sup>th</sup> Place SE (CIP 1127) Project.**

**REVIEWED BY:** City Manager, City Attorney, Finance Director

# Local Agency Agreement

**Agency** City of Covington  
**Address** 16720 SE 271st Street  
Suite 100  
Covington, WA 98042

<b>CFDA No. 20.205</b> (Catalog of Federal Domestic Assistance)
<b>Project No.</b> _____
<b>Agreement No.</b> _____ For OSC WSDOT Use Only

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

### Project Description

**Name** SR 516: Jenkins Creek to 185th Place SE **Length** 0.42 Miles  
**Termini** Vicinity of Jenkins Creek Crossing (MP 12.28) to the Vicinity of 185th Place SE (MP 12.70)

### Description of Work

This project widens SR516 (Kent-Kangley) from a two-lane rural standard to a 5-lane arterial standard from Jenkins Creek to 185th Place SE. The improvements will include center median landscaping, illumination, 5' planter strips and 8' sidewalks throughout the project limits. A drainage conveyance and treatment system will be incorporated to retain, treat, and infiltrate drainage associated with the additional widening. The project will also include widening Jenkins Creek crossing to accommodate the arterial standard and improve the fish habitat with the improved structure as well as handle high water flows during storm events. All above ground utilities will be converted to underground.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
<u>86.5</u> % a. Agency	64,300.00	8,680.00	55,620.00
b. Other Consultant	1,386,090.00	652,868.00	733,222.00
c. Other			
Federal Aid Participation Ratio for PE	d. State 24,000.00	3,240.00	20,760.00
	e. Total PE Cost Estimate (a+b+c+d)	1,474,390.00	664,788.00
			809,602.00
<b>Right of Way</b>			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW	i. State		
	j. Total R/W Cost Estimate (f+g+h+i)		
<b>Construction</b>			
_____ % k. Contract			
l. Other			
m. Other			
n. Other			
Federal Aid Participation Ratio for CN	o. Agency		
	p. State		
	q. Total CN Cost Estimate (k+l+m+n+o+p)		
	r. Total Project Cost Estimate (e+j+q)	1,474,390.00	664,788.00
			809,602.00

### Agency Official

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_

### Washington State Department of Transportation

By \_\_\_\_\_  
 Director of Highways and Local Programs  
 Date Executed \_\_\_\_\_

**Construction Method of Financing** (Check Method Selected)

**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- Method C - Agency cost incurred with partial reimbursement

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

\_\_\_\_\_, \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

**Provisions**

**I. Scope of Work**

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

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

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

**II. Delegation of Authority**

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

**III. Project Administration**

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

**IV. Availability of Records**

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

**V. Compliance with Provisions**

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

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

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

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

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

**VI. Payment and Partial Reimbursement**

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

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

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

**1. Project Construction Costs**

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

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

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

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

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

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

#### **VII. Audit of Federal Consultant Contracts**

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

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

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

#### **VIII. Single Audit Act**

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

#### **IX. Payment of Billing**

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

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

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

#### **XI. Indemnity**

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

#### **XII. Nondiscrimination Provision**

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

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

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

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

The Agency also agrees:

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

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

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

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

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

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

### **XIII. Liquidated Damages**

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

### **XIV. Termination for Public Convenience**

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

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

### **XV. Venue for Claims and/or Causes of Action**

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

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

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

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

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

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

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

## **Additional Provisions**



Prefix	Route	( )	Date	2/1/2012
Federal Aid Project Number	0516		Central Contractor Registration Exp.Date	05/31/2012
Local Agency Project Number	CIP 1127	(WSDOT Use Only)	Federal Employer Tax ID Number	91-1829887

Agency City of Covington	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title SR 516 - Jenkins Creek to 185th Place SE	Start Latitude 122°6'12.49"W End Latitude 122°5'40.15"W	Start Longitude 47°21'28.79N End Longitude 47°21'28.95"N
Project Termini From -- To Jenkins Creek Crossing 185th Place SE	Nearest City Name City of Covington	Project Zip Code 98042
From: MP 12.28 To: MP 12.70 Length of Project 0.42 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Federal Agency <input type="checkbox"/> FHWA <input checked="" type="checkbox"/> Others Legislature	City Number 0293	County Number 17 County Name King County WSDOT Region Northwest Region
Congressional District 8th	Legislative Districts 47th	Urban Area Number 1 TMA / MPO / RTPO PSRC

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$1,474,400	\$664,800	\$809,600	March	2012
R/W	\$1,194,100				
Const.	\$11,785,300				
<b>Total</b>	<b>\$14,453,800</b>	<b>\$664,800</b>	<b>\$809,600</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width Varies 27' to 45'	Number of Lanes 2
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The existing roadway is primarily a two lane rural standard asphalt roadway with 1' to 6' shoulders. There are no pedestrian facilities on the south side of the roadway and the north side has sidewalks along a portion in front on a large development. There is a pinch point at the Jenkins Creek Crossing that consists of two 13' lanes with approximately 1' shoulders due to a box culvert over Jenkins Creek. The roadway has a straight horizontal grade with some decreasing and increasing vertical grades as it approaches the culvert at Jenkins Creek. The pavement in this area has a rating around a 60 PCI. The section to the west of this project consists of an improved 5 lane arterial section.

**Description of Proposed Work**

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

This project widens SR516 (Kent-Kangley) from a two-lane rural standard to a 5-lane arterial standard from Jenkins Creek to 185th Place SE. The improvements will include center median landscaping, illumination, 5' planter strips and 8' sidewalks throughout the project limits. A drainage conveyance and treatment system will be incorporated to retain, treat, and infiltrate drainage associated with the additional widening. The project will also include widening Jenkins Creek crossing to accommodate the arterial standard and improve the fish habitat with the improved structure as well as handle high water flows during storm events. All above ground utilities will be converted to underground.

Local Agency Contact Person Don Vondran	Title City Engineer	Phone (253) 638-1110
Mailing Address 16720 SE 271st Street, Suite 100	City Covington	State WA Zip Code 98042

Project Prospectus Approval

By \_\_\_\_\_ Title \_\_\_\_\_

Approving Authority \_\_\_\_\_ Date \_\_\_\_\_

Agency City of Covington	Project Title SR 516 - Jenkins Creek to 185th Place SE	Date 2/1/2012
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<b>Type of Proposed Work</b>		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input checked="" type="checkbox"/> Bridge	70	4/5

<b>Geometric Design Data</b>		
<b>Description</b>	<b>Through Route</b>	<b>Crossroad</b>
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural	<input type="checkbox"/> Urban <input type="checkbox"/> Rural
	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35/45 mph	
Design Speed	35	
Existing ADT	22500	
Design Year ADT	36900	
Design Year	2035	
Design Hourly Volume (DHV)	4428	

<b>Performance of Work</b>		
Preliminary Engineering Will Be Performed By TetraTech	Others 95 %	Agency 5 %
Construction Will Be Performed By	Contract %	Agency %

<b>Environmental Classification</b>	
<input type="checkbox"/> Final <input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

**Environmental Considerations**

The project will impact Jenkins Creek and wetlands in the vicinity of Jenkins Creek with the widening/replacing of the existing structure over Jenkins Creek as well as the installation of utilities in the area. A wetland Delineation Report, a Biological Assessment, a WSDOT ECS Form and a JARPA is anticipated as part of this project.

Agency City of Covington	Project Title SR 516 - Jenkins Creek to 185th Place SE	Date 2/1/2012
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**Right of Way**

<input type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input checked="" type="checkbox"/> Relocation Required
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project  
 Existing overhead utilities (PSE, CenturyLink, Comcast) will need to be relocated to accommodate widening and will be required to be underground. There is an existing sewer lift station (Soos Creek Water and Sewer District) within the widened roadway prism that will also need to be addressed during the project.

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

Remarks

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

Agency \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Mayor/Chairperson

## Agenda Item 1

Covington City Council Meeting

Date: March 13, 2012

SUBJECT: PUBLIC HEARING FOR AN ORDINANCE ADOPTING AMENDMENTS TO CMC TITLE 12 FOR PROCESSING PETITIONS FOR VACATIONS OF STREETS AND PUBLIC EASEMENTS.

RECOMMENDED BY: Richard Hart, Community Development Director  
Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Proposed Ordinance adopting regulations and procedures for processing petitions for vacations of streets and easements.

PREPARED BY: Salina Lyons, Senior Planner

EXPLANATION:

A street vacation refers to the process where an individual (who owns property adjacent to the right-of-way or public easement) can petition the city council to acquire public right-of-way for private use. Upon incorporation, the City of Covington adopted the King County procedures for street vacations. In 2006, the city received a request to vacate a portion of 176<sup>th</sup> Pl SE. During the processing of the petition, the previous city attorney, Noel Treat of Kenyon Disend, found inconsistencies between the city's code provision and state law. State law differentiates between city street vacations (Ch. 35.79 RCW) and county street vacations (Ch. 36.87 RCW) processes. Therefore, the city attorney recommended that the city update CMC 12.55- Street Vacation to reflect the street vacation process for cities.

Staff is proposing to repeal CMC 12.55 – Street Vacation and replace it with a new CMC 12.55 - Street and Public Easement Vacation. Under state law, all right-of-way vacations must obtain legislative approval from the city council, and the council may not vacate any right-of-way unless it determines that to do so is in the public interest.

Staff is incorporating the general process, as established by statute, into the ordinance, as well as language that more clearly outlines requirements for submitting an application, verifying petition signatures, processing the hearing examiner's recommendation, and requiring action by the city council. The proposed ordinances also includes approval criteria to ensure that any requests for street vacations will be in the interest of advancing city planning goals and to be consistent with desired density and land uses.

ALTERNATIVES:

- 1) Recommend amendments to the proposed ordinance.
- 2) Return the issue to city staff for further study and analysis.

FISCAL IMPACT:

No direct fiscal impacts are anticipated from the adoption of the street and public easement vacation process. Any future petitions for street or public easement vacations will be required to pay appropriate land use processing fees and provide payment, or property in-lieu-of, as determined by the city council, if the street or easement vacation is granted.

CITY COUNCIL ACTION:  Ordinance  Resolution  Motion  Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds, to pass an ordinance adopting amendments to CMC Title 12 for  
processing petitions for vacations of streets and public easements.**

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

**ORDINANCE NO. 06-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON REPEALING CHAPTER 12.55 CMC – STREET VACATION AND REPLACING WITH A NEW CHAPTER 12.55 CMC - STREET AND PUBLIC EASEMENT VACATION PROCEDURE**

WHEREAS, the city of Covington incorporated in 1997 and is subject to the vacation of city street process pursuant to Chapter 35.79 RCW and has the authority to establish procedures and requirements for street vacations under RCW 35A.47; and

WHEREAS, the city's current code regulating street vacations, Covington Municipal Code (CMC) Chapter 12.55—Street Vacation, outlines the procedures for the vacation of county roads as set forth in Chapter 36.87 RCW, is not accurate and outdated and should be repealed and replaced in its entirety; and

WHEREAS, the city has established procedures, guidelines, and criteria for granting a vacation of city right-of-way to guarantee that right-of-way vacations are granted in the interest of the public; and

WHEREAS, the Covington City Council held a public hearing on the proposed ordinance on March 13, 2012.

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

Section 1. Covington Municipal Code chapter 12.55 CMC – Street Vacation is repealed and replaced with a new Chapter 12.55 CMC as provided in the attached Exhibit 1 and fully incorporated herein by this reference.

Section 2. This ordinance shall be in full force and effect five days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

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

Passed by the City Council in an open public meeting on the 13th day of March 2012.

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Mayor Margaret Harto

PUBLISHED: March 16, 2012

EFFECTIVE: March 21, 2012

ATTESTED:

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Sharon Scott  
City Clerk

APPROVED AS TO FORM:

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Sara Springer  
City Attorney

**Title 12  
STREETS, SIDEWALKS AND BRIDGES**

**Chapters:**

**12.55 Street and Public Easement Vacation**

**Chapter 12.55  
STREET AND PUBLIC EASEMENT VACATION**

Sections:

- 12.55.010 Authority.
- 12.55.020 Applicability.
- 12.55.030 Initiation of street vacation.
- 12.55.040 Vacation of waterfront streets.
- 12.55.050 Complete application.
- 12.55.060 Sufficiency of signatures.
- 12.55.070 Public Hearing – date fixing.
- 12.55.080 Notice of public hearing.
- 12.55.090 Criteria for granting street vacation.
- 12.55.010 Public hearing and final decision.
- 12.55.011 Compensation for street vacation.
- 12.55.012 Payment of compensation for street vacation.
- 12.55.013 Appeals.

**12.55.010 Authority.**

Petitions for the vacation of city streets and public easements may be granted by the city council in accordance with the provisions of RCW 35.79 and as provided herein.

**12.55.020 Applicability.**

(1) This chapter applies to each request for vacation by petition or initiated by the city council and includes streets, alleys, public easements, access tracts, undeveloped right-of-way, or a portion thereof. For the purpose of this chapter “street vacation” refers to a public right-of-way and easements refer to "public easements".

(2) If the street to be vacated is shown on the official zoning and street map, the approved street vacation will also change the official zoning and street map to remove the vacated street.

**12.55.030 Initiation of street vacation.**

(1) A vacation may be initiation by the owners of more than two-thirds of the property abutting a street, alley, or portion thereof, sought to be vacated, or in the case of an easement, the owners of more than two-thirds of the property underlying the portion of the easement to be vacated.

(2) The city council may initiate a street vacation by resolution without a petition by property owners. The resolution shall contain a legal description of the subject property.

**12.55.040 Vacation of waterfront streets.**

(1) The city shall not vacate a street, alley or public easement governed by this chapter if any portion of the subject property abuts a body of water unless:

(a) The vacation is sought to enable the city acquire the subject property for port purposes, beach or waterfront access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;

(b) The city council, by resolution, declares that the subject property is not presently being used as a street, alley, or public easement and that the subject property is not suitable for any of the following purposes: port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or

(c) The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the subject property abuts, had the subject property included in the plan not been vacated.

(2) Before adopting a resolution vacating subject property under subsection (1)(b) of this section, the city shall:

(a) Compile an inventory of all rights-of-way within the city that abut the same body of water that is abutted by the subject property;

(b) Conduct a study to determine if the subject property is suitable for use by the city for any of the following purposes; port, boat moorage, launching sites, beach or water access, park, public view, recreation or education; and

(c) Make a finding that the subject property is not suitable for any of the purposes listed under subsection (2)(b) of this section, and that the vacation is in the public interest.

(3) No vacation under this section shall be effective until the fair market value has been paid for the subject property. Money received from the vacation may be used by the city only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

**12.55.050 Complete application.**

(1) A petitioner(s) for a street vacation shall submit a complete application to the city that includes the following, unless otherwise determined by the director:

(a) A vacation petition with supporting affidavits on forms provided by the city;

(b) A legal description of the street, alley, or easement, or part thereof to be vacated. The legal description shall be prepared by a surveyor licensed in the state of Washington;

(c) For each petitioner, a title report indicating ownership and providing a legal description of the property owned by the petitioner;

(d) A site plan showing the street, alley, easement, or part thereof to be vacated and showing all properties and any developed or undeveloped rights-of-way within 500 feet of the street, alley, easement, or part thereof, to be vacated;

(e) An appraisal, prepared by an appraiser licensed in the state of Washington with an MAI designation, establishing the fair market value of the street, alley, or part thereof to be vacated. An appraisal is not required if only a utility easement is proposed to be vacated;

(f) Mailing labels of property owners, in accordance with the King County assessor's office, located within 500 feet of any boundary of the street, alley, or easement, or part thereof, to be vacated;

(g) Other information as deemed necessary by the director to consider the requested vacation; and

(h) The application fee in the amount as set forth in the current fee resolution.

(2) When deemed necessary by the director, an additional deposit adequate to cover other direct costs will be required. The department may elect to have the petition reviewed by a city-approved and hired consultant. For reviews completed by a consultant, the city is authorized to charge the applicant the actual costs charged by the consultant, in addition to the city's application fee.

**12.55.060 Sufficiency of signatures.**

For the purpose of determining the sufficiency of signatures of property owners on a petition for street vacation, the following rules shall govern:

(a) Where property is subject to a mortgage, the signature of the mortgagor shall be sufficient.

(b) Where property is subject to a contract of purchase, the signature of the contract vendee shall be sufficient.

(c) Where property is subject to a deed of trust, the signature of the grantor shall be sufficient.

(d) In the case of ownership by partnership or corporation, the signature of any officer authorized by the bylaws or resolution of the partners or board of directors shall be sufficient when evidenced by a copy of the section of bylaws or resolution granting such authority.

(e) Where property is subject to a long-term lease (in excess of 25 years) the signature of either the lessor or lessee shall be sufficient.

(f) In the case of property subject to a life estate, the signature of the holder of the life estate shall be sufficient.

(g) In the case of property owned by the estate of a decedent or incompetent, the signature of the duly qualified personal representative or guardian shall be sufficient.

**12.55.070 Public hearing – date fixing.**

Upon receiving a completed application for vacation, or upon passage of a resolution by the city council seeking vacation, the city council shall, by resolution, establish a date and time for an open record public hearing before the hearing examiner. In cases where street vacation is initiated by city council resolution, the resolution seeking vacation shall include the date and time of the open record public hearing before the hearing examiner. A public hearing for a street vacation petition shall be scheduled no more than sixty (60) days and no less than twenty (20) days after the city council passes the resolution fixing the date and time for the public hearing.

**12.55.080 Notice of public hearing.**

(1) Notice of a petition or city council resolution seeking any street vacation shall contain the minimum information as follows:

(a) The city file number;

(b) A statement that a petition has been filed or resolution has been passed to vacate the street or alley, along with a description of the street or alley to be vacated;

(c) The date, time, place, and type of the public hearing before the hearing examiner; and,

(d) A statement of the right of any person to submit written comments to the city prior to the public hearing or appear before the hearing examiner at the public hearing to provide comment.

(2) At least twenty (20) calendar days before the public hearing, public notice shall be distributed as follows:

(a) Mailed notice shall be sent to each resident living immediately adjacent to the street, alley, or easement, or part thereof, to be vacated;

(b) Mailed notice shall be sent to the property owners within 500 feet of any boundary of the street, alley, or easement, or part thereof, to be vacated;

(c) Mailed notice shall be sent to utility agencies that have facilities located within the city or that possess a franchise agreement for providing utility service within the city;

(d) A copy of the notice shall be published in the city's official newspaper;

(e) A copy of the notice shall be posted in three public places within the city; and

(f) A copy of the notice shall be provided on a public notice board, as prescribed by the city, located on the street, alley, or easement, or part thereof, to be vacated.

(3) If fifty (50) percent or more of the abutting property owners file written objection to a city council initiated vacation with the city clerk prior to the time of the scheduled public hearing, then the city council shall be prohibited from proceeding with the public hearing or granting the vacation. The calculation of the fifty percent threshold under this section shall be based on front footage, in the case of streets and alleys, and square footage of the easement area in the case of public easements.

**12.55.090 Criteria for granting street vacation.**

The hearing examiner and city council shall review the requested vacation provided the applicant can demonstrate that:

(a) Granting the vacation will not conflict with the general purposes and objectives of the city's comprehensive plan regarding land use, streets, utilities, drainage, parks, trails, and open space;

(b) The street, or portion thereof, is not likely to serve a useful public purpose both now and in the future, which cannot be met through use of easements for a specific purpose, or the vacation will best serve the public interest;

(c) The vacated area will not increase the number of single-family building sites or multi-family density. This may be mitigated by appropriate conditions on the vacated area; and

(d) The request for vacation was not initiated to correct a condition created by an applicant in violation of city ordinance.

**12.55.010 Public hearing and final decision.**

(1) The hearing examiner shall hold an open record public hearing on vacations and provide a recommendation to the city council. The hearing held before the hearing examiner shall be the sole open public hearing.

(2) The city council may adopt, reject, or modify the hearing examiner's recommendation based on the criteria demonstrated by the applicant in CMC 12.55.090.

(3) The city may condition the vacation to retain easements for the construction, repair, and maintenance of public utilities and services and establish easement trails for pedestrians and nonmotorized vehicular travel. The city council shall grant easements to utility agencies within the right-of-way of said vacation to maintain the existing location of its facilities. Such easements may also be granted to utility agencies to allow for future location of facilities as reasonably anticipated by the utility agency.

(4) The final decision of the city council shall be adopted by ordinance.

(5) The adopting ordinance shall be filed with the city clerk's office and recorded with the King County department of records and elections.

**12.55.011 Compensation for street vacation.**

(1) The final ordinance passed to vacate a street, alley, public easement, or part thereof, shall not become effective until the owners of property abutting upon the street, alley, or part thereof, provide full compensation to the city.

(2) The amount of compensation owed to the city for the vacated street, alley, public easement, or part thereof, shall be recommended by the hearing examiner and shall be determined by the city council according to the following criteria:

(a) The full appraised value owed for a street of which public funds have been expended, through an approved capital improvement project, for the acquisition or construction of the street or property.

(b) Seventy-five (75) percent of the full appraised value owed for a street for which funds have been expended for improvements and maintenance within five (5) years from the date of the petition;

(c) Fifty (50) percent of full appraised value owed for streets for which no funds have been expended in the acquisition, improvements, and maintenance;

(d) Administrative costs of the vacation owed for street vacation issued as a matter of the laws of 1889-1890 and affirmed by city council action;

(e) Real property of equal or greater value, or public right-of-way which has value for access, may be accepted in lieu of cash compensation;

(f) Any combination of subsections (2)(a)-(e) of this section may be accepted, provided that the total value of the combined compensation does not total more than the maximum amount of monetary compensation allowed under subsections 2(a)-(c) of this section.

(3) When a street is vacated for a governmental agency, compensation shall be in accordance with the classification of the street, except that some or all of the compensation may be waived at the discretion of the city council if it will fulfill a public purpose.

**12.55.012 Payment of compensation for street vacation.**

(1) The compensation determined to be owed shall be a condition of the vacation and shall be paid to the city by the applicant within ninety (90) days of the approval of the adopting ordinance by the city council. The adopting ordinance shall not become effective until the compensation owed to the city is paid in full.

(2) One-half of the revenue received by the city as compensation for the area vacated must be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city.

(3) A development proposal subject to a street vacation shall not be issued approvals or development permits until the street vacation has been acted upon by the city council and any required compensation has been paid to the city.

(4) If the applicant fails to pay the required compensation sum within ninety (90) days, the adopting ordinance passed by the city council shall be rescinded and the vacation shall be void.

**12.55.013 Appeals.**

In the event the city council denies the vacation petition, an appeal may be filed following the procedures for a Type 4 application outlined in Chapter 14.45. CMC for a Type 4 decision.

**SUBJECT:** APPOINTMENTS TO THE HUMAN SERVICES COMMISSION

**RECOMMENDED BY:** Victoria Throm, Personnel & Human Services Analyst  
Noreen Beaufriere, Personnel Manager

**ATTACHMENTS:** See Interview Schedule and Applications provided separately.

**PREPARED BY:** Joan Michaud, Deputy City Clerk

**EXPLANATION:**

**Human Services Commission – Seven Members (Two of which must be Youth):**

- Two positions open (both youth).

<b><u>Name of Applicant</u></b>	<b><u>Resides or Works</u></b>
Mia-Elena McFarland (interviewed March 13)	Resides Inside Covington
Johnathan Woodcock (interviewed March 13)	Resides Inside Covington

**NOTE:** Ordinance Nos. 10-13, 04-05 § 1, and 22-02 § 1) *Membership, terms, residence requirement:* “Three members shall be adults residing or working within the City of Covington, two shall be adults residing inside or outside of the City of Covington but within a three-mile radius of the City limits and two shall be youth members between the ages of 14 and 18 years at the start of their terms residing in or within a three-mile radius of the City of Covington.

**ALTERNATIVES:**

Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the open positions.

**CITY COUNCIL ACTION:** \_\_\_ Ordinance \_\_\_ Resolution  X  Motions \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill open Youth Position No. 4 on the Human Services Commission with a term expiring March 31, 2013.\***

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill open Youth Position No. 5 on the Human Services Commission with a term expiring March 31, 2013.\***

**\*Youth Terms:** Each of the youth members shall serve for a term of one year with an option to serve a second year without reapplying.

**REVIEWED BY:** Derek Matheson, City Manager  
Sharon Scott, City Clerk/Executive Assistant  
Victoria Throm, Personnel & Human Services Analyst

## **Agenda Item 3**

Covington City Council Meeting

Date: March 13, 2012

**SUBJECT:** ACCEPTANCE OF SR 516: SE WAX ROAD TO JENKINS CREEK CAPITAL IMPROVEMENT PROJECT (CIP 1039).

**RECOMMENDED BY:** Glenn Akramoff, Public Works Director

**ATTACHMENT(S):**

1. Final Contract Voucher Certificate
2. Notice of Completion of Public Works Contract

**PREPARED BY:** Don Vondran, PE, City Engineer

**EXPLANATION:**

The Covington City Council awarded the SR 516 (Kent-Kangley): SE Wax Road to Jenkins Creek project to Rodarte Construction on October 27, 2009. Significant improvements were constructed during this project, some of which are listed as follows:

- Widened SR 516 to include access control with the construction of medians and u-turns.
- Constructed a new signal bridge at the intersection of SE Wax Road and SR 516 (Kent-Kangley).
- New waterline was installed as part of interlocal agreement with Covington Water District.
- Conversion of overhead utilities to underground (Starbucks (Skagen Plaza) to the vicinity of Jenkins Creek).
- Sidewalks and landscaped planter strips were added throughout project.

**FISCAL IMPACT:**

The awarded contract amount was \$2,108,368.69 and the final expended amount was \$2,356,688.88. Although on the surface it appears that the project over expended by \$248,320.19, there were some extras that were compensated back to the city from other utilities. These extras associated with utilities equated to \$146,929.73 above what was anticipated in the original budget. All of these costs were reimbursed to the city from the different utility companies.

On October 27, 2009, the budget for this project included a 10% contingency in the amount of \$189,306 (Schedule A portion only) to address unforeseen challenges during construction. The project was completed under budget utilizing \$101,390.46 of the \$189,306 contingency available, or approximately 54% of the contingency.

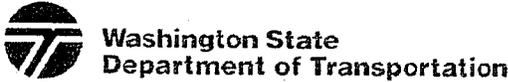
In addition, the construction phase of the project was fully funded with grant funds from TIB and the state legislature. The project fully utilized the available TIB funds, but of the 2,000,000 appropriated for the SR 516 corridor project by the State Legislature, only \$1,190,398 were needed to complete this project. Currently, \$809,602 is being allocated to the next project along

SR 516 which is Jenkins Creek to 185<sup>th</sup> Place SE. These funds will allow the design of the next phase to begin this year.

CITY COUNCIL ACTION: \_\_\_\_ Ordinance \_\_\_\_ Resolution  X  Motion \_\_\_\_ Other

**Council member \_\_\_\_\_ moves, Council member  
\_\_\_\_\_ seconds, to accept CIP 1039 as completed and  
process final closeout paperwork.**

REVIEWED BY: City Manager, City Attorney, Finance Director

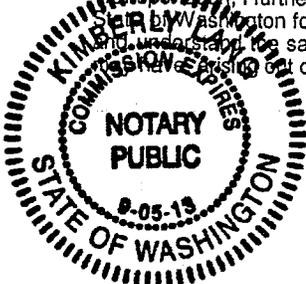


# Final Contract Voucher Certificate

Contractor <u>KODARTE CONSTRUCTION</u>			
Street Address <u>PO BOX 1875</u>			
City <u>AUBURN</u>	State <u>WA</u>	Zip <u>98071-1875</u>	Date <u>02/02/2012</u>
State Project Number <u>LIP # 1039, TIS # 8-1-204(004)-1</u>		Federal-Aid Project Number <u>STPUL516 (018)</u>	Highway Number <u>SR 516</u>
Contract Title <u>SR 516/WAX ROAD TO JENKINS CREEK</u>			
Date Work Physically Completed <u>11/30/2012 <sup>W</sup> 02/01/2012</u>		Final Amount <u>\$ 2,356,688.88</u>	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Department of Transportation nor have I rented or purchased any equipment or materials from any employee of the Department of Transportation; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the State of Washington for work performed and material furnished under this contract; that I have carefully examined said final estimate and was satisfied the same and that I hereby release the State of Washington from any and all claims of whatsoever nature which I may have against the State of the performance of said contract, which are not set forth in said estimate.



X William Dodge  
Contractor Authorized Signature Required  
WILLIAM DODGE  
Type Signature Name

Subscribed and sworn to before me this 8<sup>TH</sup> day of FEBRUARY 20 12

X Kimberly Lang Notary Public in and for the State of Washington  
residing at Enumclaw WA

### Department of Transportation Certification

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

Approved Date \_\_\_\_\_

X \_\_\_\_\_  
Project Engineer / Project Administrator

X \_\_\_\_\_  
Regional Administrator, Area Administrator, or Facilities Administrator

### Headquarters Use Only

Secretary of Transportation hereby accepts the completed contract pursuant to Section 1-05.12 of the Contract provisions.

X \_\_\_\_\_  
Secretary of Transportation/or Designee

\_\_\_\_\_ Date of Acceptance

This Final Contract Voucher Certification is to be prepared by the Project Engineer or Project Administrator and the original forwarded to Olympia Headquarters for acceptance and payment.

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

Original to:

State Construction Office

Copies by State Accounting Office, Contract Payments to:

Region  Project Engineer or Project Administrator  Contractor



## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 600264803

Date: 02/28/2012

Name & Address of Public Agency
City of Covington 16720 SE 271st Street, Suite 100 Covington, WA 98042 <b>UBI Number: 601802997</b>

Department Use Only
Assigned to:
Date Assigned:

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

<b>Project Name</b> SR 516 - SE Wax Road to Jenkins Creek (CIP 1039)	<b>Contract Number</b> TA-2161	<b>Job Order Contracting</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Description of Work Done/Include Jobsite Address(es)</b> Access control along SR 516. Work included widening SR 516 to accommodate medians and u-turns for both eastbound and westbound traffic between SE Wax Road and Jenkins Creek, construction of a new signal bridge at the intersection of SE Wax Road and SR 516, new waterline installation, conversion of overhead utilities to underground and sidewalks and planter strips were added.		
<b>Federally funded road transportation project?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Contractor's Name</b> Rodarte Construction Inc.		<b>Telephone Number</b> 253-939-0532
<b>Contractor Address</b> P.O. Box 1875, Auburn, WA 98071-1875		
<b>If Retainage is Bonded, List Surety's Name (or attach a copy)</b> Travelers Casualty and Surety Company of America - Bond No. 105363964		
<b>Surety Agent's Address</b> Terril, Lewis and Wilke Insurance Inc., P.O. Box 1789, Yakima, WA 98907		
<b>Date Contract Awarded</b> 10/27/2009	<b>Date Work Commenced</b> 12/07/2009	<b>Date Work Completed</b> 10/27/2011
		<b>Date Work Accepted</b> 03/13/2012

Contract Amount	\$			
Additions (+)	\$		Liquidated Damages \$	0.00
Reductions (-)	\$		Amount Disbursed \$	2,356,688.88
<b>Sub-Total</b>	\$	<b>0.00</b>	Amount Retained \$	0.00

Amount of Sales Tax Paid at 0.000%

(If various rates apply, please send a breakdown)

<b>TOTAL</b>	\$	<b>0.00</b>		<b>TOTAL \$ 2,356,688.88</b>
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*NOTE: These two totals must be equal*

**Please List all Subcontractors Below:**

Subcontractor's Name:	UBI Number:	Affidavit ID (if known)
Group Four Inc.	600061180	339592
Owl Fencing	601630103	312914
Apply A Line	600553941	343694
CTE Construction	602903417	288765
RE Sides Landscaping	602616250	323803
Concrete Services, Inc.	601334103	
G & G, Inc.	601381635	381357
Del Mar Concrete Cutting	602260574	



## **Agenda Item 4**

Covington City Council Meeting

Date: March 13, 2012

**SUBJECT:** AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NOVOTX LLC TO REPLACE EXISTING ASSET MANAGEMENT SYSTEM.

**RECOMMENDED BY:** Glenn Akramoff, Public Works Director

**ATTACHMENT(S):**

1. Agreement for Services with Novotx LLC

**PREPARED BY:** Shawn Buck, Engineering Technician 1

**EXPLANATION:**

To improve efficiency and accountability, the Public Works Department evaluated our current asset management software and procedures. Asset management is a fundamental function of the Public Works Department. Assets can include, but are not limited to, roads, parks, storm facilities, catch basins, street lights, vehicles, employees, trees, benches, trash cans, supplies, etc. Managing assets has two main aspects, an inspection component and a work history component.

After a comprehensive audit, staff determined that the city's current asset tracking system, iWorQ, does not effectively handle the city's current or future asset management needs. The city has been using iWorQ since 2006 for work management, and the city's needs have outgrown its capabilities. Primarily, the current system is ineffective because it is not robust enough to handle both aspects of asset management together, requiring staff to perform the inspection and work history components separately. To have a holistic view of our assets, those two pieces must be contained in one asset management system and database. A new system that combines inspection and work history data and links to our GIS data will improve information retained about each asset, make that information more accessible, and will streamline workflows and improve communication between the engineering team and the maintenance team.

The following outlines in further detail how our current system is limiting our ability to effectively manage assets:

1. Our current system, iWorQ, does not fit our growing needs for GIS mapping capabilities, mobile technology, and asset management planning.
2. Data structure in our current system is organized in a way that makes record keeping and reporting difficult.
3. The interaction between end users and the iWorQ interface is inefficient, labor intensive, and time consuming.
4. System maintenance costs are high when compared to functions and service with our current software.
5. iWorQ is unwilling to update their system to meet our needs now and in the future.

On February 3, 2012, pursuant to the city's purchasing policies, the Public Works Department solicited Requests for Proposals for new asset management software. Eleven companies requested the RFP and two responded with a bid proposal. Novotx LLC had the most responsive proposal with the best software features at the lowest price.

Benefits of the Novotx system include:

1. The system will fit our current needs and will be adaptable to future needs with GIS capabilities, mobile technology, and work planning.
2. The system will link inspection and work history information to our existing GIS assets, which will keep information easy to access and organized.
3. The new user interface will be intuitive and easier to navigate, making it more efficient for staff.
4. The system annual maintenance cost is less than we pay currently for iWorQ and the software has more functionality.
5. The company and system will adapt to our changing needs and grow with us.
6. The system will track other public works information such as, emergency management and response, FEMA data, and future staffing projections.

ALTERNATIVES:

Continue using iWorQ with limited benefits relative to current needs.

FISCAL IMPACT:

The proposed cost for implementing the Novotx software is \$39,400 plus travel costs up to \$5,000 for a maximum of \$44,400.

1. 67% of the software cost can be funded by the Department of Ecology Stormwater grant because the system will be used for stormwater maintenance and inspections. (SWM Fund)
2. Because costs associated with 2012 traffic counts are included in the Traffic Model contract there is roughly \$8,000 available that could be put towards a new system. (Street fund)
3. GASB 34 Program Maintenance has \$2,500 budgeted that could be used for a new system. (Street Fund)
4. We currently pay \$4,200 for annual maintenance on iWorQ which renews in May 2012. That money could be spent on the implementation of a new system. Subsequent annual maintenance costs will be \$3,000 per year (saving \$1,200/year). (50% SWM/50% Street Fund)
5. Any other minor costs will be assumed in the SWM Fund.

CITY COUNCIL ACTION:    \_\_\_ Ordinance    \_\_\_ Resolution     X  Motion    \_\_\_ Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize the City Manager to execute an agreement with Novotx LLC to replace existing asset management system.**

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

CITY OF COVINGTON  
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is entered into this \_\_\_ day of March, 2012, by and between the City of Covington (“City”), a Washington municipal corporation, and Novotx, LLC (“Consultant”), a limited liability company.

RECITALS:

- A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform implementation services of an asset and work management software program on behalf of the citizens of Covington; and
- B. The Consultant has the requisite skill and experience necessary to provide said services; and
- C. The City has selected the Consultant to perform said services; and
- D. The purpose of this Agreement is to establish the terms and conditions under which the Consultant will perform said services.

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

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant does hereby agree to perform on behalf of the City the services more particularly described herein.
2. Scope of Services. Upon written authorization from the City to proceed, the Consultant shall perform the services described on Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”), in a manner consistent with the accepted practices for similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Consultant shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance.
3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2012 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant. Time is of the essence in each and every term of this Agreement.
4. Compensation and Method of Payment.
  - 4.1 Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed \$44,400, inclusive of all taxes and fees.

4.2. Method of Payment. Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than thirty (30) days after City Council approval of the invoiced amount.

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

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

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

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 Consultant in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Consultant shall be delivered to the City. No confidential information obtained or created by Consultant shall be disclosed to any person or party other than the City without the City’s prior written consent.

7. Independent Contractor. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be

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

8. Indemnification. To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless the City and all of its officials, employees, volunteers, 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 Consultant, its contractor, and/or employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Consultant, its contractor or employees, agents, volunteers or representatives and the City or its employees, volunteers, agents, or representatives, the indemnification applies only to the extent of the negligence of Consultant, its contractor or employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Consultant 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, employees or volunteers. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, employees or volunteers, Consultant shall at once cause the same to be dissolved and discharged by giving bond or otherwise. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the City and for that purpose Consultant specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Consultant 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 Consultant 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 Consultant, its agents, representatives or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

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

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

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

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

The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program. The Consultant 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 Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Consultant'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 Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11. Termination.

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

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

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

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

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

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

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

immediate termination of this Agreement.

16. 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 Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period. This Agreement shall terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of this provision are effectuated.

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

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

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

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

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

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

22.1 if to the Consultant, to:

Justin Gough, Senior Project Manager  
Novotx, LLC  
1436 South Legend Hills Drive, Suite 335  
Clearfield, UT 84015

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

22.2 if to the City, to:

City of Covington  
16720 SE 271<sup>st</sup> Street, Suite100  
Covington, WA 98042

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

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

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

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

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

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

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

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

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

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

CITY OF COVINGTON

\_\_\_\_\_  
By: Derek Matheson  
Its: City Manager

Attest:

Approved as to form:

\_\_\_\_\_  
Sharon Scott, City Clerk

\_\_\_\_\_  
Sara Springer, City Attorney

NOVOTX, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH)

\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_)

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

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
\_\_\_\_\_  
(typed/printed name of notary)  
Notary Public in and for the State of Utah.  
My commission expires \_\_\_\_\_

Sales Agreement

City of Covington, WA

February 27, 2012

# eLEMENTS

## Asset & Work Management Software

GIS-Based Asset & Work Management Software for  
State & Local Governments, Municipalities, & Utilities

Justin Gough  
Senior Project Manager

Novotx, L.L.C.  
1436 South Legend Hills Drive  
Suite 335  
Clearfield, Utah 84015

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Office: 801.682.1400  
Mobile: 801.309.6668

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## Thank You

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February 27, 2012

City of Covington, WA  
Attn: Shawn Buck, Engineering Technician  
16720 SE 271st Street, Suite 100  
Covington, WA 98042

Dear Shawn:

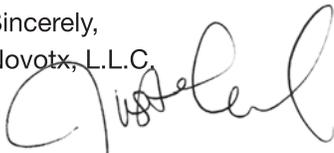
Thank you for giving Novotx the opportunity to provide a GIS-based asset and work management solution to meet the City of Covington's needs; this document describes in detail how we will assist you and your team in meeting these needs.

As a leading provider of GIS-based asset and work management software and services, Novotx is proposing our Elements XS application that utilizes the most up-to-date technology and is designed for municipalities and utilities of your size. Elements XS was developed adhering to the latest standards and technologies in software development including web based technologies, the Microsoft .NET 4.0 framework, and the latest Microsoft SQL Server tools.

The following information is proprietary and confidential. We request that you do not distribute this to any third party, other than those in-house at the City of Covington. If you need additional information you can write to us at 1436 South Legend Hills Drive, Suite 335, Clearfield, Utah 84015 or via phone at 801-682-1400. Novotx appreciates your taking the time to review our proposal and we're confident that Elements will meet and exceed your operational expectations for years to come.

Thanks again for giving us the opportunity to provide a solution for the City of Covington; we look forward to a successful partnership.

Sincerely,  
Novotx, L.L.C.



Justin Gough | Senior Project Manager

Novotx, L.L.C.  
1436 South Legend Hills Drive, Suite 335  
Clearfield, Utah 84015

Office: 801.682.1400  
Direct: 801.309.6668  
Email: justin@novotx.com

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# eLEMENTS

## Asset & Work Management Software

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GIS-Based Management Software for  
State & Local Governments, Water, Sewer, Electric & Gas Utilities

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## Company Profile and Statement of Qualifications

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### Company Profile

Novotx, L.L.C. is a specialized team of software engineers and technology consultants focusing exclusively on GIS-based asset and work management for government and utilities. Since 1994 we have provided complete business solutions by means of software application development and hardware integration, specific to each of our clients' needs.

Each solution developed by Novotx is designed with a unique sense of style and ingenuity. Practical software with clean, easy-to-use interfaces is our specialty. With strong software development, CAD, GIS, and SQL database backgrounds, our developers have skill sets that are unmatched throughout the industry. Our team has successfully developed and implemented numerous software packages to organizations covering a wide range of industries, giving us a broad range of experience and a superior level of expertise. With project managers that have worked hands on in the government sector for over ten years, our team has a comprehensive understanding of real-world applications and workflow processes. Our unique niche in the government sector includes a cost-effective, practical software application that was designed around real people with real experience.

Novotx, L.L.C. has focused exclusively on GIS-based asset and infrastructure management for government and utilities since 2004. With a small customer base of approximately 35 municipalities, utilities, and other forms of government utilizing the Elements application, the City of Covington will represent a substantial portion of our customer base; as a result the City of Covington will receive extraordinarily high levels of attention and top notch service from our staff. Populations for existing Elements software systems range from 5,000 to 120,000 averaging between 50,000 and 60,000.

## Statement of Qualifications

### Company & Business Philosophy

Comparatively speaking, Novotx a small company with a relatively new product. We're well aware of this and we understand that the key to our success is providing an excellent product with exceptional service. Upon contract signing two individuals from Novotx will be assigned to the City of Covington - a Project Manager and Technical Director. the City of Covington will receive cel phone numbers for and work directly with these individuals on a one-on-one basis throughout the product implementation and training.

We understand that a great product is of little value if not properly implemented and an excellent implementation does not improve the quality of a poor product.

Our Developers offer technical support directly to our clients and our Project Managers provide end-user training. This method provides the client with top-notch services on the both the implementation and training aspects throughout the project.

### Employees & Organization

Novotx is a small company with approximately ten employees. Our staff consists of six developers who provide technical support and implementation assistance as needed. This tight-knit development and support team allows us to move quickly and keep up with technology while providing top-notch support to our family of clients.

The remaining staff consists of four project managers who also train end-users and provide implementation services as necessary.

These two teams give us speed and flexibility while ensuring that each customer receives critical one-on-one project management and technical support when necessary.

### Previous Asset Management Implementations

Previous asset management implementations relevant to this scope include municipalities and utilities throughout the United States ranging from populations of 5,000 to 120,000. The average population size of previous implementations is approximately 40,000-50,000.

## Key Differentiators

Three key differentiators that set Novotx and the Elements application above the competition include:

1. **Application Architecture and Design.** Built on the Microsoft .NET 4.0 Framework and utilizing a Microsoft SQL Server database, Elements is an extremely scalable and flexible, single-installation application. Elements is also an all-inclusive, non-modular application designed to provide clients with a complete set of tools to cover the needs of multiple departments without requiring the client to purchase additional modules or add-ons. Water, sewer, storm water, signs, traffic, parks, signals, streets, sidewalks, and fleet maintenance can all be managed in Elements without purchasing additional modules. Permits, licenses, inspections and other user definable documents can also be managed in the same manner. IT departments, community development, parks and recreation, police, and fire departments have also found success using Elements without purchasing additional modules or add-ons. The application is completely web-based and accessible everywhere via the internet. Elements will only be installed on a single server at the City of Covington. All updates, service packs, and modifications will be made to only one installation on a single server. There are no client-side installations, configurations, or maintenance required. The application can be accessed and configured from any internet-enabled device without downloading, installing, or configuring any client-side applications.
2. **Company Size.** Novotx is a relatively small company with a relatively small customer base. This means we can be quick and flexible to meet the specific needs of the City. the City of Covington will also represent a large portion of the Novotx customer base and as a result will receive extraordinary levels of one-on-one attention and customer care.
3. **Company Organization.** Your Project Manager at Novotx will provide end-user training and the Lead Developer at Novotx will provide technical support directly to your end-users. This means each time a staff member from the City of Covington calls Novotx with a support issue they will work with an application expert who is familiar with the individuals at the City of Covington and their workflow processes. Because the Project Manager will be providing end-user training, users will receive expert training from an application authority who is experienced with multiple implementations and application methods that have been utilized and deployed in various municipalities and utilities covering a broad range of situations.

## Technical Support & Help Desk

### Designated Support Representatives

A total of three designated support representatives will be assigned to the City of Covington upon contract signing. A single designated technical support lead will be responsible for all technical support provided to the City of Covington; each time the City of Covington calls Novotx they will work with the same individual to ensure a smooth communication channel and ascertain that all issues are resolved timely and effectively.

Two secondary support representatives will also be assigned to the City of Covington in the case of the primary support representative being absent when the City of Covington requires assistance.

### Online Help

Online help via email and support forums is available 24 hours a day, 7 days a week. Online video tutorials and reference manuals are also available around the clock.

### Phone Support

Technical support via telephone is available from 8:00 AM to 7:00 PM Eastern Time.

### Onsite Support

Onsite support is available as requested.

### User Groups

All user groups and communities are online.

### Strategic Partnerships

Novotx has partnered with and authorized multiple partners including Value Added Resellers, engineers, and third-party software vendors to implement systems and train Elements users; these partners also offer expertise on third-party products and services. Novotx is also currently partners with Microsoft, ESRI, and several other GIS vendors.



## Software Information

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### Software Overview

Elements XS provides a comprehensive set of GIS-based asset and work management tools in a single, standalone application designed specifically for municipalities and utilities. Elements XS combines the ability to manage GIS and Non-GIS assets with a complete inventory management system and a flexible, user-configurable data management system.



## Key Features

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### Web-Based Technology

Elements XS is a complete web-based application consisting of one application installation on one server; there are no client-side installations or configurations required.

### Field And Mobile Access

- Elements provides real-time access all asset and work management data, including GIS and inventory management tools, over the web.
- Crew workers and mobile personnel can access GIS data in the field and take full advantage of work history, infrastructure analysis data, and more while on the go
- Generate and complete work orders, field inspections, and other important documents in the field

### Web Integration For Customer Requests And Applications

Integrate with existing municipal or utility websites and allow customers to submit Service Requests and trouble tickets, apply for permits, and complete other tasks online.

- Data submitted via the web is processed directly into Elements; no user intervention required
- Customers can check the status of their submitted issues and applications online in real-time
- Contractors can submit permit and other applications online, then login to view the status of their applications in real-time, minimizing phone support for office personnel

### Real-Time Customer Notifications And Status Updates

The same tools used for internal notifications and alerts can also be configured to notify customers and contractors when issues have been resolved or when a status change has occurred.

- Customers and contractors can receive automated notifications in real-time as their submitted applications, Service Requests, and other documents progress through your workflow process

## GIS-Based Asset & Work Management

### Full GIS Integration

Elements XS provides multiple GIS integration methods including a direct, real-time integration with ESRI's ArcGIS Server. Using this method there is no data duplication or synchronization and all GIS data is updated in real-time. This comprehensive set of GIS-based asset and work management tools gives utilities and municipalities the ability to:

- Manage work orders, permits, licenses, inspections and other important data in a GIS-based environment
- Maintain assets and critical infrastructure in a GIS-based environment
- Tie work history and asset management data to any GIS asset
- Associate asset and work management data to non-customer related assets and accounts
- Visualize work history and asset locations on GIS maps
- Visualize geographic areas containing high concentrations of work orders and other data
- Effectively distribute capital improvement funds by quickly finding problem areas and assets with high failure rates
- Maximize existing GIS investments

### Standalone Application

Elements provides asset, work management, and GIS data in a single, all-inclusive and non-modular application – reducing costs and minimizing the learning curve.

- All information, including GIS data, is accessible in a single application
- Full GIS integration is provided without requiring third-party GIS licenses
- Reduced learning curve; third-party GIS applications are eliminated
- Reduced maintenance and overhead for support staff
- Quicker overall implementation

### Industry Standard Compatibility

Elements allows municipalities and utilities to maximize their GIS investment, regardless of which GIS technologies are currently being used by the organization.

- Full GIS support for any industry standard GIS application including ESRI, MapInfo, Manifold, Autodesk, and others
- Organizations with little or no GIS can use Elements to take advantage of GIS-based asset and work management by obtaining GIS data from resources such as counties, state, and local governments then using that data with Elements
- GIS data from varying sources and multiple applications can be used together to manage assets and

infrastructure

## Non-GIS Assets

### Fleet Management

Fleet management tools are provided in Elements, giving system users the ability to create and configure documents and workflow processes to meet the unique needs of their organization. Examples of fleet management documents managed within Elements include:

- Mileage reports
- Vehicle inspection forms
- Work orders & maintenance history on vehicles
- Fleet inventory records
- Vehicle condition and status reports

### Facilities Management

The powerful dynamic data management and workflow tools in Elements offer users the ability to manage work history data for facilities and other large structures including:

- Treatment Plants
- Power Plants
- Dams
- Weigh Stations
- Ports of Entry

### Other Non-GIS Assets

Any asset that does not belong to a specific geographic location can be managed in Elements XS. Non-geographic assets might include items such as vehicles, heavy equipment, mobile data collection devices, and more.

## Core Asset Management Features

### Service Requests, Work Orders, and More

Elements XS includes a powerful, user-configurable work management engine designed to allow individual systems to configure and combine elements of service orders, service requests, work orders, and other common work management documents to meet the unique requirements of their organization.

- Relate a single work order to any combination of GIS assets, non-GIS assets, customers, meters, and other items
- Create unique sets of tasks and sub-tasks required to complete various types of work orders
- Track asset repair data, financial information and inventory management data such as parts, labor, equipment usage and costs
- Assign work to multiple employees or crews to monitor workflow
- Indicate where work is needed, the type of work required, and the personnel required to perform the requested service

- Record how specific problems are resolved including financial and inventory management data such as parts, labor, equipment usage and cost
- Categorize Work Orders and maintain data specific to various types of work that take place

### Phone Calls And Dispatching

Log call history information, assign phone calls to specific personnel and/or departments, schedule phone calls for future dates and much more. Additional phone call features include:

- View locations of callers and phone call logs on GIS maps
- Route phone calls to appropriate departments or individuals
- Configure question and answer walkthroughs to help call takers properly diagnose potential problems and dispatch appropriate personnel

### Inventory Management

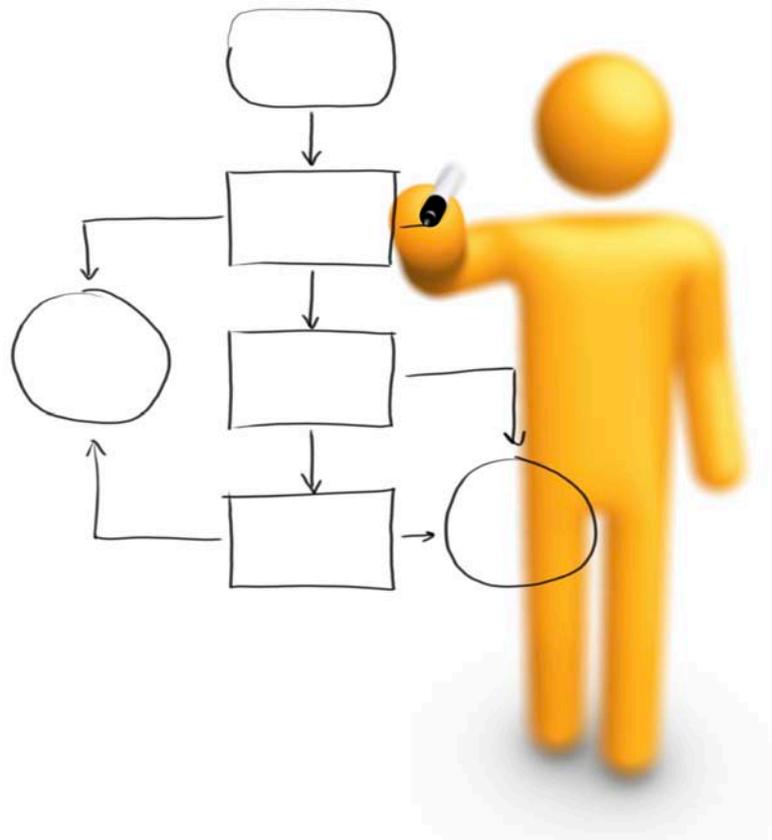
Track parts, labor, and equipment costs while controlling job costs, expenditures, stock levels and other financial data with the included inventory management module.

- As inventory parts are used on Work Orders, stock levels are reduced at Inventory Locations
- Receive items into inventory and adjust quantities accordingly
- Build reports to view Work Orders containing specific inventory items
- Manage an unlimited number of inventory categories and divisions to help organize warehouses and maintain stock levels

### Document Management

Associate drawings, pictures, videos, and other important with your assets to organize work history data, ensure problems are resolved correctly, and reduce liabilities. External files may be associated with an asset or a specific document. Types of external files associated with documents and assets within Elements are not limited to, but typically include:

- Job-Site Pictures
- Inspection Videos
- Customer Correspondence
- Backflow Inspection Results
- Hand Sketches and Job-Site Drawings
- CAD Drawings



- Operations & Maintenance Manuals
- Website Links to Manufacturer's Websites

### Redline Drawings & Sketches

Create redline-type drawings and associate these drawings with your assets.

- Illustrate specific work locations
- Make notes of map inaccuracies and GIS data that needs updating
- Indicate new asset locations when assets are moved during a project

### Integrated Calendars

Schedule preventative maintenance, plan projects and coordinate events such as meetings, on-call assignments, and more. Elements users may also:

- Link calendar items with assets using Folios
- View scheduled maintenance activities on calendars
- Use Personal and Company calendars to schedule events

### Mail Merges, Letters, And Email

Use the GIS tools in Elements to select a geographic area and notify customers of important events via merge letters or email.



- Notify customers in a certain geographic area that they will be without service while repairs are being made
- Send newsletters to customers
- Inform customers of rate changes or policy updates

### Backflow Devices And Inspections

Elements provides the necessary tools to maintain device information, inspection schedules, approved testers, and other related data. Backflow features found in Elements include the ability to:

- Associate an unlimited number of backflow devices to any property or building
- Maintain device serial numbers, manufacturers, models, and other device-related data
- Configure testing cycles for backflow devices
- Configure inspection forms to match the unique needs of your organization or associate contractor-completed inspections with individual devices
- Notify residents and property owners when devices are due for testing

### Sewer Overflow Reports

Associate overflow reports with manholes in a GIS-based environment using Elements. These powerful reports indicate overflow causes, calculate water loss, and provide important information related to other affected assets. Among other items, Sewer Overflow Reports feature:

- Water loss calculators
- Indicate primary and secondary overflow causes
- Record assets damaged during overflow
- Log cleanup methods, affected assets, and cleanup crew
- Ability to notify agencies and property owners when appropriate

## Dynamic Data Management

### Data Configuration

Elements offers a completely dynamic data structure allowing system users to configure the software to meet the unique needs of their organization.

- System users can design and configure an unlimited number of data input forms with an unlimited number of custom fields
- Grid layouts and data views can be configured to meet the specific needs of any organization

### Real-Time Notifications and Alerts

The automated notification system in Elements allows users to configure rules and alerts for user-defined criteria. When departmental approval statuses are updated on a document, when records are created or changed, or when an employee is assigned a given task, Elements can be configured to send out automated notifications in real-time to individuals or entire departments via:

- Email

- Text Message
- SMS Notifications

### Design Your Own Workflow

Municipalities and utility systems can configure unique workflow processes to match existing processes within the organization. Features aiding in workflow design include:

- Users may define an unlimited number of form designs and record layouts to suit the unique needs of each department or individual involved in any given workflow process
- Automated notifications and alerts keep departments and individuals updated as documents progress through their respective lifecycles
- Graphical representation of document progress and approval status (using configurable grid layouts) provides quick reference to document status and progress

### Inventory Management

Elements XS includes a full set of inventory management tools including the ability to:

- Manage stock levels and set reorder points for inventory at multiple inventory warehouses
- Track the current value of inventory on hand at any inventory location or on any vehicle using the FIFO accounting method
- Organize inventory items in a user-definable hierarchy with an unlimited number of hierarchical tiers
- Create and manage Purchase Orders, Item Receipts, and Invoices
- Manage vendors
- Audit tools for maintaining inventory levels and adjusting stock levels

### Seamless Utility Billing Integration

Elements provides an out-of-the-box seamless integration for CUSI's UMS.net utility billing application allowing users to manage customer data and asset management information in the same location. The same feature set may be replicated for other utility billing applications as required. Features found in this integration include the ability to:

- Manage Service Orders and Work Orders in the same application
- Manage customers, locations, meters, backflow devices, transformers, and other assets pertaining to water, sewer, and electric companies in a single application
- Access customer data, meter reads, and utility billing data real-time in the field via the web
- Improved accuracy of residential and property data in asset management software
- View utility billing data on GIS maps to visualize high usage areas, potential problem areas, top revenue generating areas, and other important data
- Access important financial and utility billing data directly from the utility billing application

## Municipal & Civil Operations

### Building Department

The dynamic data management tools in Elements give users the ability to efficiently manage Building Permits,

Inspections, Certificates of Occupancy and other construction-related items. Basic features include:

- Customers and contractors can submit permit applications online
- Notify customers and contractors of status changes and application progress via email or text message in real-time
- Monitor interdepartmental approval statuses of each permit application
- Manage fees, building valuations, and footage assessments associated with permits and applications
- Create configurable inspections based on Permit Application types
- Generate permanent and temporary Certificates of Occupancy
- Monitor expiration and activity dates for certificates and inspections
- Manage contractors, certification levels, identification numbers, and other contractor related data

### Code Enforcement

Elements offers the necessary tools to manage and enforce municipal code. Users can manage nuisance calls, code violations, case files, and other code-related items including the ability to:

- Monitor status updates for individual case files
- Set follow up dates for code violations
- Visualize code violation locations on GIS maps
- Schedule field inspections and reviews
- Manage fees associated with violations and permits
- Allow customers to submit complaints and violation reports via the web

### Licenses, Permits & Other Applications

Manage Business Licenses, Conditional Use Permits, and other applications specific to the unique needs of your organization with Elements. Typical examples of licenses and permits managed within Elements include:

- Business Licenses
- Solicitor Licenses
- Home Occupation Permits
- Alcohol Beverage Control
- Animal Licenses
- Firearms
- Restaurant Licenses
- Fireworks
- Tobacco
- Watercraft
- Sign Permits

## Technical Approach and Methodology

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### Technical Approach

The project will be administered using the six-phase methodology below. The Project Manager at Novotx will work directly with the Project Manager and other project administration at the City of Covington to coordinate efforts

and ensure that the Key Tasks below are met in the appropriate timeframes.

Weekly team meetings will be held with the City of Covington to ensure consistency and accountability. During these meetings the following items will be discussed:

- Milestones & Progress Reports
- Client Questions

### Phased Implementation Methodology

The following six-phase implementation methodology will be used as a guide during the implementation, including milestones and key deliverables.

Phase	Objective	Key Tasks	Deliverables	Timeframe
<b>Phase 1</b> Discovery	Gain common understanding of project & develop high-level project implementation and resource plan.	<ul style="list-style-type: none"> <li>• Project Initiation</li> <li>• Finalize Project Plan</li> <li>• Gap Analysis Including Business &amp; Technical Requirements</li> </ul>	Resource Matrix <ul style="list-style-type: none"> <li>• User Matrix</li> <li>• Gap Analysis</li> <li>• Detailed Project Plan Including Data Mapping Details</li> </ul>	7 Days
<b>Phase 2</b> Design	Customize and configure application & workflow processes specific to client needs.	<ul style="list-style-type: none"> <li>• Technical Install, Configuration, &amp; Training</li> <li>• App Configuration</li> <li>• Forms Design</li> <li>• App Preview</li> <li>• Core Team Training</li> </ul>	<ul style="list-style-type: none"> <li>• Installation Guide</li> <li>• Configuration Documentation</li> <li>• Training Material &amp; Reference Guides</li> </ul>	30 Days
<b>Phase 3</b> Develop	Import existing data and work through data conversions.	<ul style="list-style-type: none"> <li>• Import Existing Work Orders</li> <li>• Import Inventory</li> <li>• Convert Existing Processes</li> </ul>	<ul style="list-style-type: none"> <li>• Data Imports</li> <li>• Conversion Plan</li> </ul>	15 Days
<b>Phase 4</b> Deliver	Deliver interface modifications and custom forms for testing.	<ul style="list-style-type: none"> <li>• Development</li> <li>• Testing</li> </ul>	<ul style="list-style-type: none"> <li>• Interface Modifications</li> <li>• Reports &amp; Associated Documentation</li> </ul>	15 Days
<b>Phase 5</b> Training	Finalize application testing, create customized training program and train end-users.	<ul style="list-style-type: none"> <li>• Training Plan</li> <li>• Training Documentation</li> <li>• End User Training</li> </ul>	<ul style="list-style-type: none"> <li>• Training Plan</li> <li>• Training Documentation</li> <li>• SOP Manual</li> <li>• Assist with Test Scenarios</li> </ul>	15 Days
<b>Phase 6</b> Go-Live	Run parallel systems as necessary and go live.	<ul style="list-style-type: none"> <li>• Go-Live Readiness Check</li> </ul>	<ul style="list-style-type: none"> <li>• Parallel Support</li> <li>• Go-Live Plan</li> <li>• Go-Live</li> </ul>	15 Days

## Estimated Implementation Schedule

The following schedule illustrates an estimated timeline and agenda based on the phased implementation methodology described above.

<b>March 19</b>	Contracts signed.
<b>March 19 - May 1</b>	Project kick-off meetings, develop training plan and begin application configuration.
<b>May 1 - June 1</b>	Install application, continue application configuration, begin administrative training.
<b>June 1 - July 1</b>	Expand training, begin using work orders in the office and in the field via web access.
<b>July 1</b>	Deliver customized training materials and documentation for work orders and asset management processes.
<b>July 15</b>	Go Live

## Project Management

the City of Covington will receive a designated Project Manager from Novotx to ensure open communication and quality assurance. The Project Manager will be available to the City at all times, beginning on day one of project.

The Novotx Project Manager has the following primary responsibilities:

- Communicate with client to ensure consistency and accountability
- Coordinate activities and responsibilities as designated under the project contract
- Prepare status reports describing activities and status assessments
- Conduct ongoing project planning
- Work with the client Project Manager to clearly define timelines with responsibilities and deliverables
- Review resources, roles, responsibilities, policies and procedures, risk management, issue resolution and escalation on a regular basis with each client
- Sign off on milestones and final deliverables
- Conduct a post go-live review of the system

## Milestones & Key Deliverables

All milestones and key deliverables are described in the six-phase implementation methodology above.

## Progress Tracking

Milestones and deliverables for each of the six phases described in the methodology above must be approved by and signed off by the client before the next phase will begin. The Project Manager at Novotx will work directly with the Project Manager at the City of Covington for these approvals.

## Training Approach & Plan

At the onset of the project Novotx will work with the City to begin organizing resources and developing a training plan specifically designed around the City of Covington's needs and resources.

This plan will be devised by examining the user matrix, city resources, and timelines. As part of the training a Standard Operating Procedures (SOP) Manual will be developed and delivered to the City. This manual will be used throughout training and after the Go-Live phase.

Training options include either a 'Train the Trainer' approach or direct end-user training. During the initial project meetings with the City these options will be evaluated and the best option will be selected.

### Training Hours

With a total of 10 estimated users we estimate that training will range from 5 to 10 days, depending on City resources and the training method selected by the City.

## System Support

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The primary goal of the Novotx support staff is to provide timely and accurate support. We make every attempt to resolve all issues on the first call. Whenever a support representative is not immediately available we make every effort to return calls and resolve all issues within the hour.

### Designated Support Representatives

A total of three designated support representatives will be assigned to the City of Covington upon contract signing. A single designated technical support lead will be responsible for all technical support provided to the City of Covington; each time the City of Covington calls Novotx they will work with the same individual to ensure a smooth communication channel and ascertain that all issues are resolved timely and effectively.

Two secondary support representatives will also be assigned to the City of Covington in the case of the primary support representative being absent when the City of Covington requires assistance.

### Online Help

Online help via email and support forums is available 24 hours a day, 7 days a week.

### Written Documentation and Video Tutorials

Online video tutorials and written reference manuals are included with the application purchase.

### Phone Support

Technical support via telephone is available from 8:00 AM to 7:00 PM Eastern Time.

### User Groups

All user groups and communities are online and available 24 hours a day, 7 days a week.

### Onsite Support

Onsite support is available as requested.

## Remote Diagnostics

Remote diagnostics are available within 60 minutes for business critical support issues and within one business day for non-critical issues.

## Support Escalation

When an acceptable workaround can be applied, support urgency can be downgraded to a lower level. Novotx support staff are tasked with escalating support issues based on their judgement and knowledge of the customer's needs. Customers are also encouraged to seek escalation whenever they feel that a situation is not being resolved in a timely manner.

<b>Level 1 Inconsequential</b>	No loss of service from the application; operational questions or frustration using specific features.
<b>Level 2 Minor Loss of Service</b>	Minor loss of service for which a workaround can be provided.
<b>Level 3 Major Loss of Service</b>	Major loss of service for which a work around can be provided.
<b>Level 4 Business Critical</b>	Complete loss of service from the application; no work around exists and additional development is required.

## Expected Response Times

Novotx guarantees a 60 minute response time for business critical issues and phone requests. Email and web request responses are guaranteed within one business day.

## Minimum Server Requirements

The following are the minimum specifications required for the server that will be hosting the Elements application:

<b>Processor</b>	Intel Xeon or comparable 2.0 GHz processor
<b>Operating System</b>	Windows Server supporting IIS 7 and the Microsoft .NET 4.0 Framework
<b>Database Server</b>	SQL Server 2008 Enterprise Edition or Standard Edition
<b>Memory</b>	4 GB RAM
<b>Hard Disk*</b>	Raid 5 with (3) 500 GB Hard Drives 10 GB free hard disk space for system drive
<b>Display</b>	Display 1024 x 768 or higher
<b>Additional Hardware</b>	High quality Battery Backup Device with Conditioner Data backup solution
<b>Other Requirements</b>	Internet connection is required IIS 7.0 must be installed and configured .NET 4.0 Framework must be installed and configured ArcGIS Server v10 must be installed and configured for direct ESRI integration

\* Additional hard disk space may be required depending on the size of the database

## Pricing Information

To reduce licensing costs and increase flexibility for the City of Covington, Novotx is offering a Limited Site License which includes unlimited access to all features in Elements XS including a non-ESRI ArcGIS Server integrated model for up to 10 named users.

Item	Qty	Rate	Total
<b>Software</b>			
Elements XS Limited Site License - Basic GIS Platform*	1	\$15,000	\$15,000
<b>Total Software</b>			<b>\$15,000</b>
<b>Implementation</b>			
Project Management	8	\$800	\$6,400
iWorq Data Imports	2	\$1,200	\$2,400
Application Installation & Configuration	2	\$1,200	\$2,400
GIS Configuration and Consulting	1	\$1,200	\$1,200
Application Configuration Training	3	\$1,200	\$3,600
Reports Management and Generation Training	1	\$1,200	\$1,200
Application Workflow Process Training	2	\$1,200	\$2,400
Certified Product Testing and Database Admin Training	2	\$1,200	\$2,400
Go Live Support	1	\$1,200	\$1,200
Post Go Live Support	1	\$1,200	\$1,200
<b>Total Implementation</b>			<b>\$24,400</b>
<b>Annual Maintenance</b>			
Elements XS Annual Maintenance (20% of Licensed Software Value)	1	\$3,000	N/A
<b>Project Total</b>			<b>\$39,400</b>

\* The Basic GIS Platform includes GIS importing and synchronizing methods supporting industry standard file types. The Basic GIS Platform does NOT include any direct integration with ESRI's ArcGIS Server. The Basic GIS Platform is currently in development and will be released in Q2 of 2012. Customers purchasing the Basic GIS Platform prior to Q2 2012 will receive the module as it is released.

### Annual Maintenance

Annual Maintenance fees include all application updates as well as unlimited technical support via telephone and remote access. Annual Maintenance fees begin 12 months after the software has been installed.

### Travel Expenses

Travel expenses are not included in the pricing above. Travel expenses for this project will be capped at \$5,000 and will be billed actual as they occur.

### Development Services & Data Conversion Rates

Development services and data conversion beyond those listed in this agreement will be billed at \$200 per hour.

### Implementation & Training

Implementation and training beyond what is listed in this document will be billed at a daily rate of \$1,200.

## Payment Terms

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Payment for all software and implementation is due upon contract signing.

Please mail all payments to:

Novotx, L.L.C.  
1436 S Legend Hills Drive  
Suite 335  
Clearfield, UT 84015

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Authorized Signature (City of Covington)

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Date

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Authorized Signature (Novotx, L.L.C.)

---

Date

## Additional Information

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For additional information and questions regarding this agreement please contact:

Justin Gough  
Senior Project Manager

justin@novotx.com  
mobile: 801.309.6668  
office: 801.682.1400

Novotx, L.L.C.  
1436 South Legend Hills Drive, Suite 335  
Clearfield, UT 84015

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[www.novotx.com](http://www.novotx.com)

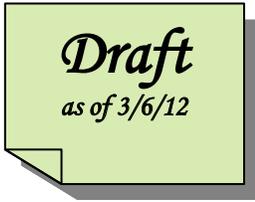
## **DISCUSSION OF FUTURE AGENDA TOPICS:**

**6:00 p.m., Tuesday, March 20, 2012  
Joint Council/Board Meeting with Covington Water District**

**6:00 p.m., Tuesday March 27, 2012 Study Session**

**7:00 p.m., Tuesday, March 27, 2012 Regular Meeting**

**(Draft Agendas Attached)**



**COVINGTON CITY COUNCIL**

**COVINGTON WATER DISTRICT BOARD**

Margaret Harto, Mayor  
Jeff Wagner, Mayor Pro Tem  
Mark Lanza  
David Lucavish  
Marlla Mhoon  
Jim Scott  
Wayne Snoey

David Knight, President  
Jeff Clark, Secretary  
Vern Allemand  
George D. (Dennis) Holden  
Lloyd Webster

**JOINT COUNCIL/BOARD MEETING AGENDA  
CITY OF COVINGTON AND COVINGTON WATER DISTRICT**

**Tuesday, March 20, 2012, 6:00 p.m.**

Covington Council Chambers  
16720 SE 271<sup>st</sup> Street  
Covington, WA 98042

- Call to Order – Mayor Harto
- Discussion on Joint Staff Work Group Report
- Council/Board Closing Remarks
- Adjourn

**Draft**

as of 3/7/12

Covington: Unmatched quality of life



**CITY OF COVINGTON  
SPECIAL MEETING AGENDA  
CITY COUNCIL STUDY SESSION**

Council Chambers – 16720 SE 271<sup>st</sup> Street, Suite 100, Covington

**Tuesday, March 27, 2012 - 6:00 p.m.**

**\*\*Please note meeting start time \*\***

**GENERAL INFORMATION:**

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

**CALL CITY COUNCIL STUDY SESSION TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

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

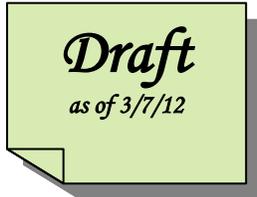
**ITEM(S) FOR DISCUSSION**

1. Crosswalks 101 and Pavement Condition Report (Akramoff/Vondran)

**ADJOURN**

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

**\*Note\* A Regular Council meeting will immediately follow at approximately 7:00 pm**



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**AGENDA**  
**CITY OF COVINGTON**  
**CITY COUNCIL REGULAR MEETING**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)

Tuesday, March 27, 2012  
7:00 p.m.

City Council Chambers  
16720 SE 271<sup>st</sup> Street, Suite 100, Covington

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

**CALL CITY COUNCIL REGULAR MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION**

- Arbor Day Proclamation – March 27, 2012 (Pand)
- 100<sup>th</sup> Anniversary of Girl Scouts of the United States of America Proclamation (?)
- International Student Exchange Day in the City of Covington (Kentwood & Kentlake High Schools)

**RECEPTION TO WELCOME EXCHANGE STUDENTS AND TEACHERS**

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

**APPROVE CONSENT AGENDA**

- C-1. Minutes: March 13, 2012 Special & Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Contract with SBS Legal Services, PLLC for City Attorney Services (Matheson)

**REPORTS OF COMMISSIONS**

- Human Services Chair Haris Ahmad: March 8 Meeting.
- Arts Chair Sandy Bisordi: March 8 Meeting.
- Planning Chair Daniel Key: March 1 Meeting (March 15 canceled).
- Parks & Recreation Chair Steven Pand: March 21 Meeting.
- Economic Development Council Co-Chair Jeff Wagner: March 22 Meeting.

**NEW BUSINESS**

1. Adopt Employee Compensation Program Procedure (Beaufrere)
2. Citizen Police Volunteer Program Update (Klason)
3. Award Design Contract for CIP 1127 (SR 516: Jenkins Creek to 185<sup>th</sup> Place SE) (Vondran)
4. Presentation of 2011 Year End Financials (Hendrickson)

**COUNCIL/STAFF COMMENTS**

- Future Agenda Topics

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

**EXECUTIVE SESSION: If Needed**

**ADJOURN**

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