



Covington: Unmatched quality of life

**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 LED BY GIRL SCOUT CADETTE TROOP #43620**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION**

- Arbor Day Proclamation – March 27, 2012 (Pand)
- 100<sup>th</sup> Anniversary of Girl Scouts of America Proclamation (Fiona Higgins, Girls Scouts of Western Washington, Cadette Troop #43620))
- International Student Exchange Day in 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. Vouchers (Hendrickson)

C-2. Contract with SBS Legal Services, PLLC for 2012 City Attorney Services (Matheson)

C-3. Federal and/or State Emergency Disaster Assistance Funds Authorization Letter (Akramoff)

**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.
- Budget Priorities Advisory Committee Liaison Darren Dofelmier: March 7 and 21 Meetings.

**NEW BUSINESS**

1. Discuss Proposed Employee Compensation Program Procedure (Beaufreere)
2. Award Design Contract for CIP 1127 (SR 516: Jenkins Creek to 185<sup>th</sup> Pl. SE) (Vondran)

3. 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** – Potential Litigation. (RCW 42.30.110(1)(i))

**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 27, 2012

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #27380-27443, in the Amount of \$66,385.41, Dated March 6, 2012; Voucher #27444-27444, in the Amount of \$452.13, Dated March 15, 2012; Paylocity Payroll Checks #1000416563-1000416571 and Paylocity Payroll Checks #1000416655-1000416656 Inclusive, Plus Employee Direct Deposits in the Amount of \$137,948.54, Dated March 16, 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 #27380-27443, in the Amount of \$66,385.41, Dated March 6, 2012; Voucher #27444-27444, in the Amount of \$452.13, Dated March 15, 2012; Paylocity Payroll Checks #1000416563-1000416571 and Paylocity Payroll Checks #1000416655-1000416656 Inclusive, Plus Employee Direct Deposits in the Amount of \$137,948.54, Dated March 16, 2012.**

March 6, 2012

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 27380 Through Check # 27443

In the Amount of \$66,385.41

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

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

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

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

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

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

			<u>Check Amount</u>
<b>Check No:</b> 27380	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 2094	"Poly" Bag, LLC		
28590	Litter bags	03/06/2012	110.44
28590	Litter bags	03/06/2012	110.43
<b>Check Total:</b>			220.87
<b>Check No:</b> 27381	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 1798	AHBL, Inc.		
85278	SMP Phase III: 12/26/11-1/25/12	03/06/2012	130.00
<b>Check Total:</b>			130.00
<b>Check No:</b> 27382	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 1705	Alpine Products, Inc.		
TM-122348	Aquatics; custom sign	03/06/2012	961.11
<b>Check Total:</b>			961.11
<b>Check No:</b> 27383	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 2202	American Energy Systems		
2176	Minor housing repair; #ALHA-18-11	03/06/2012	1,665.70
<b>Check Total:</b>			1,665.70
<b>Check No:</b> 27384	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 2140	Amicor Construction		
2140-3	Minor housing repair; #BRAI-09.C-11	03/06/2012	182.44
<b>Check Total:</b>			182.44
<b>Check No:</b> 27385	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 2033	Aquatic Specialty Services		
1970	Aquatics; pool chemicals	03/06/2012	776.50
<b>Check Total:</b>			776.50
<b>Check No:</b> 27386	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 2223	ARC Imaging Resources		
954569	Plotter/Scanner maint; 2/21-3/21/12	03/06/2012	82.28
954569	Plotter/Scanner maint; 2/21-3/21/12	03/06/2012	41.15
954569	Plotter/Scanner maint; 2/21-3/21/12	03/06/2012	82.28
<b>Check Total:</b>			205.71
<b>Check No:</b> 27387	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 0019	AWC Employee Benefits Trust		
100106158E	Nemens; COBRA premium, March	03/06/2012	499.62
100106158E	Nemens; COBRA premium, March	03/06/2012	214.12
<b>Check Total:</b>			713.74
<b>Check No:</b> 27388	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 0499	Bank of America		
1030-3	Friendship park; deposit on trees	03/06/2012	300.00
8290-3	Network cable for phone system, use tax	03/06/2012	-2.61
8290-3	Network cable for phone system	03/06/2012	32.97
8290-3	ANSI manual	03/06/2012	34.99
0446-3	Aquatics; magnetic panels, hooks, magnet	03/06/2012	280.19
3544-3	Matheson; Chamber luncheon	03/06/2012	15.00
0446-3	Aquatics; lifeguarding dvd set	03/06/2012	199.86
3692-3	Hendrickson; PSFOA board meeting lunch	03/06/2012	14.23
0446-3	Aquatics; lifeguarding dvd set, use tax	03/06/2012	-15.83
2959-3	Hendrickson; GFOA conference, airfare	03/06/2012	439.60
0446-3	Aquatics; mesh poly net	03/06/2012	215.06
1030-3	#2576; wiper blades, capsule	03/06/2012	30.90
0446-3	Aquatics; lapel pins, use tax	03/06/2012	-28.81
2959-3	Aquatics; Sweetheart Swim decorations	03/06/2012	49.47
9115-3	Hart; PAW membership dues	03/06/2012	50.00
9115-3	Comm. Holmes; PAW land use training	03/06/2012	65.00
9115-3	Mueller; PAW land use training	03/06/2012	65.00
3692-3	Hendrickson; GFOA conference	03/06/2012	380.00
9115-3	Bykonen; PAW land use training	03/06/2012	65.00
9115-3	RAM for permits virtual machine, use tax	03/06/2012	-20.09
9115-3	RAM for permit system virtual machine	03/06/2012	253.72
6540-3	City hall; wall-switch lockout, use tax	03/06/2012	-0.93
6540-3	City hall; wall-switch lockout	03/06/2012	11.78
6540-3	City hall; fluorescent light bulbs	03/06/2012	53.21

			<u>Check Amount</u>
6540-3	Matheson; WCMA 2012 membership dues	03/06/2012	187.00
6540-3	CM Scott; Totem Award Celebration	03/06/2012	110.00
9099-3	2012 Standard Specifications	03/06/2012	54.35
9099-3	2012 Standard Specifications	03/06/2012	54.35
9099-3	#2761; repairs	03/06/2012	246.38
0446-3	Aquatics; mesh poly net, use tax	03/06/2012	-17.03
0446-3	Aquatics; lapel pins	03/06/2012	363.81
0446-3	Aquatics; magnetic panels, use tax	03/06/2012	-22.19
6540-3	Slate; Social Media conference	03/06/2012	250.00
1346-3	Recognition program; gift cards	03/06/2012	225.00
3544-3	Matheson; lunch meeting	03/06/2012	11.52
1346-3	Council meeting desert; comm of year	03/06/2012	33.47
1346-3	Classified ad, seasonal maint worker	03/06/2012	25.00
1346-3	Classified ads; 3 job posting pk, maint	03/06/2012	900.00
1346-3	Recognition program; chest handles	03/06/2012	4.47
<b>Check Total:</b>			<b>4,913.84</b>
<b>Check No:</b>	<b>27389</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>2016</b>	<b>Richard Callahan</b>	
2016-2011	Utility tax rebate; electricity	03/06/2012	104.89
2016-2011	Utility tax rebate; solid waste	03/06/2012	18.56
2016-2011	Utility tax rebate; cable	03/06/2012	53.55
2016-2011	Utility tax rebate; telephone	03/06/2012	9.48
<b>Check Total:</b>			<b>186.48</b>
<b>Check No:</b>	<b>27390</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>1091</b>	<b>Complete Office Solutions</b>	
764078-0	Hagen/Parker; desk chairs	03/06/2012	999.12
<b>Check Total:</b>			<b>999.12</b>
<b>Check No:</b>	<b>27391</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>1952</b>	<b>Covington Copy It...Mail It</b>	
2068	PRSC award submittal; postage	03/06/2012	21.36
<b>Check Total:</b>			<b>21.36</b>
<b>Check No:</b>	<b>27392</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>0537</b>	<b>Covington Water District</b>	
105731-3	SR 516; water, 1/21-2/17/12	03/06/2012	45.80
104587-3	Crystal view; water, 1/21-2/17/12	03/06/2012	23.95
<b>Check Total:</b>			<b>69.75</b>
<b>Check No:</b>	<b>27393</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>2478</b>	<b>D&amp;M Commercial Plumbing, Inc.</b>	
12-150-79	Maint shop; backflow assembly install	03/06/2012	1,216.32
12-150-79	Maint shop; backflow assembly install	03/06/2012	1,216.32
12-150-79	Maint shop; backflow assembly install	03/06/2012	608.16
<b>Check Total:</b>			<b>3,040.80</b>
<b>Check No:</b>	<b>27394</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>1983</b>	<b>De Lage Landen Financial Srvc</b>	
12812528	Copier Lease: 2/15/12-3/14/12	03/06/2012	120.08
<b>Check Total:</b>			<b>120.08</b>
<b>Check No:</b>	<b>27395</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>1409</b>	<b>Delta Communications Systems</b>	
916364	Aquatics; long distance, 3/1-3/31/12	03/06/2012	51.26
<b>Check Total:</b>			<b>51.26</b>
<b>Check No:</b>	<b>27396</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>0699</b>	<b>Department of Licensing</b>	
0699-3	Drivers abstracts	03/06/2012	40.00
<b>Check Total:</b>			<b>40.00</b>
<b>Check No:</b>	<b>27397</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>2091</b>	<b>Fastenal Company</b>	
WAKNT64651	Hand tampers	03/06/2012	74.59
<b>Check Total:</b>			<b>74.59</b>
<b>Check No:</b>	<b>27398</b>	<b>Check Date:</b>	<b>03/06/2012</b>
<b>Vendor:</b>	<b>2195</b>	<b>Gearheard Law Offices</b>	
2195-3-2	Conflict defense: CS07192CO	03/06/2012	200.00

				<u>Check Amount</u>
2195-3-1	Conflict defense: Y90182836	03/06/2012		200.00
2195-3	Conflict defense: 41225298B	03/06/2012		200.00
<b>Check Total:</b>				<b>600.00</b>
<b>Check No:</b>	<b>27399</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>2479</b>	<b>Ron Hall</b>		
2479-3	Hall; reimbursement of fuel #2765	03/06/2012		50.00
<b>Check Total:</b>				<b>50.00</b>
<b>Check No:</b>	<b>27400</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>2038</b>	<b>Rollin Herbst</b>		
2038-2011	Utility tax rebate; solid waste	03/06/2012		9.84
2038-2011	Utility tax rebate; electricity	03/06/2012		100.60
2038-2011	Utility tax rebate; telephone	03/06/2012		23.21
<b>Check Total:</b>				<b>133.65</b>
<b>Check No:</b>	<b>27401</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>1658</b>	<b>Hertz Equipment Rental Corp.</b>		
26056737-0	Storm Event; backhoe rental, 1/24-2/10	03/06/2012		1,527.16
<b>Check Total:</b>				<b>1,527.16</b>
<b>Check No:</b>	<b>27402</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>1997</b>	<b>HSBC Business Solutions</b>		
059158	Senior Citizen Focus Group, refreshments	03/06/2012		27.79
1244107242	Maint shop; coffee, bath tissue	03/06/2012		15.40
1244107242	Creamer, napkins, paper products, lock	03/06/2012		259.14
1244107242	Maint shop; coffee, bath tissue	03/06/2012		7.71
1244107242	Maint shop; coffee, bath tissue	03/06/2012		15.40
<b>Check Total:</b>				<b>325.44</b>
<b>Check No:</b>	<b>27403</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>1803</b>	<b>Iron Mountain</b>		
EXT2923	Document storage to 3/31/12	03/06/2012		135.00
<b>Check Total:</b>				<b>135.00</b>
<b>Check No:</b>	<b>27404</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>1701</b>	<b>Johnsons Home &amp; Garden</b>		
364273	Aquatics; nuts/bolts	03/06/2012		3.94
<b>Check Total:</b>				<b>3.94</b>
<b>Check No:</b>	<b>27405</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>0158</b>	<b>KC Municipal Clerks' Assoc</b>		
0158-3	Scott/Michaud; KCMCA annual dues	03/06/2012		40.00
<b>Check Total:</b>				<b>40.00</b>
<b>Check No:</b>	<b>27406</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>2480</b>	<b>Ken's Pool &amp; Patio</b>		
57608	Aquatics; repair pool step	03/06/2012		1,842.97
<b>Check Total:</b>				<b>1,842.97</b>
<b>Check No:</b>	<b>27407</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>1258</b>	<b>King County Finance - GIS</b>		
Covington	2012 Aerial mapping project	03/06/2012		293.07
Covington	2012 Aerial mapping project	03/06/2012		293.07
Covington	2012 Aerial mapping project	03/06/2012		293.07
Covington	2012 Aerial mapping project	03/06/2012		219.82
Covington	2012 Aerial mapping project	03/06/2012		366.34
<b>Check Total:</b>				<b>1,465.37</b>
<b>Check No:</b>	<b>27408</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>0204</b>	<b>King County Pet Licensing</b>		
0204-3	Pet license remittance; February	03/06/2012		110.00
<b>Check Total:</b>				<b>110.00</b>
<b>Check No:</b>	<b>27409</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>0273</b>	<b>King County Water &amp; Land</b>		
HYDRL2 201	Hydrilla ILA services; 10/1/11-12/31/11	03/06/2012		320.12
WRIA9-5792	WRIA ILA services; 3rd trimester 2011	03/06/2012		2,469.34
<b>Check Total:</b>				<b>2,789.46</b>
<b>Check No:</b>	<b>27410</b>	<b>Check Date:</b>	<b>03/06/2012</b>	
<b>Vendor:</b>	<b>2022</b>	<b>Harry Lammon</b>		
2022-2011	Utility tax rebate; cable	03/06/2012		33.75

			<u>Check Amount</u>
2022-2011	Utility tax rebate; electricity	03/06/2012	130.38
2022-2011	Utility tax rebate; solid waste	03/06/2012	13.12
<b>Check Total:</b>			177.25
<b>Check No:</b>	<b>27411</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>1622</b>	<b>Law Offices of Thomas R Hargan</b>	
12-CV02	Prosecution services through 2/29/12	03/06/2012	4,348.90
<b>Check Total:</b>			4,348.90
<b>Check No:</b>	<b>27412</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>1989</b>	<b>Richard N. Little Consulting, LLC</b>	
1989-3	Government relations; February	03/06/2012	4,000.00
<b>Check Total:</b>			4,000.00
<b>Check No:</b>	<b>27413</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>2030</b>	<b>John Meier</b>	
2030-2011	Utility tax rebate; electricity	03/06/2012	41.19
2030-2011	Utility tax rebate; cellular	03/06/2012	33.75
2030-2011	Utility tax rebate; natural gas	03/06/2012	28.83
2030-2011	Utility tax rebate; telephone	03/06/2012	9.48
2030-2011	Utility tax rebate; solid waste	03/06/2012	12.67
<b>Check Total:</b>			125.92
<b>Check No:</b>	<b>27414</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>1844</b>	<b>National Arbor Day Foundation</b>	
8786009432	Thomas; annual membership, 3/12-3/13	03/06/2012	15.00
<b>Check Total:</b>			15.00
<b>Check No:</b>	<b>27415</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>1327</b>	<b>Ethan Newton</b>	
1327-3	Newton; mileage reimbursement, February	03/06/2012	130.09
<b>Check Total:</b>			130.09
<b>Check No:</b>	<b>27416</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>0682</b>	<b>Nextel Communications</b>	
591066496-	Internet connection card; 2/21-3/20/12	03/06/2012	30.13
591066496-	Internet connection card; 2/21-3/20/12	03/06/2012	60.27
591066496-	Internet connection card; 2/21-3/20/12	03/06/2012	90.41
591066496-	Internet connection card; 2/21-3/20/12	03/06/2012	60.27
<b>Check Total:</b>			241.08
<b>Check No:</b>	<b>27417</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>2384</b>	<b>Northwest Stormwater Management</b>	
2695	Clean vaults, replace cartridges	03/06/2012	3,000.00
2701	Vactor truck, pipe jetting/cleaning	03/06/2012	435.00
2704	Vactor truck; pipe jetting/cleaning	03/06/2012	725.00
2693	Clean vault, replace cartridges	03/06/2012	2,325.00
<b>Check Total:</b>			6,485.00
<b>Check No:</b>	<b>27418</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>0004</b>	<b>Office Depot</b>	
5981494830	Credit; paper return	03/06/2012	-24.89
5978081850	Cleaner	03/06/2012	14.19
5978081850	Office supplies	03/06/2012	388.60
<b>Check Total:</b>			377.90
<b>Check No:</b>	<b>27419</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>1842</b>	<b>Oregon City/County Management</b>	
1842-3	Matheson; NW Regional Managers conf.	03/06/2012	295.00
<b>Check Total:</b>			295.00
<b>Check No:</b>	<b>27420</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>1407</b>	<b>Parametrix, Inc.</b>	
17-31156	Plan review: 1/1/12-1/28/12	03/06/2012	3,466.36
<b>Check Total:</b>			3,466.36
<b>Check No:</b>	<b>27421</b>	<b>Check Date:</b> 03/06/2012	
<b>Vendor:</b>	<b>2180</b>	<b>Powerplan - OIB</b>	
2320879	#2761; new radiator, repairs	03/06/2012	1,745.14
<b>Check Total:</b>			1,745.14

				<u>Check Amount</u>
<b>Check No:</b> 27422	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 0161	<b>Puget Sound Energy</b>			
8910394751	City hall; electricity, 1/5-2/2/12	03/06/2012		2,905.80
<b>Check Total:</b>				2,905.80
<b>Check No:</b> 27423	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 1197	<b>Rainier Wood Recyclers</b>			
00042570	Winter storm; disposal fees	03/06/2012		225.00
00042660	Winter storm; disposal fees	03/06/2012		15.00
00042620	Winter storm; disposal fees	03/06/2012		25.00
00042502	Winter storm; disposal fees	03/06/2012		1,250.00
<b>Check Total:</b>				1,515.00
<b>Check No:</b> 27424	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 1232	<b>Seattle Marine &amp; Fishing</b>			
1003932	Aquatics; life vests	03/06/2012		510.60
<b>Check Total:</b>				510.60
<b>Check No:</b> 27425	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 1905	<b>Sharp Electronics Corporation</b>			
C739440-70	Copier; usage, 1/14-2/14/12	03/06/2012		23.00
C740829-70	Copier; usage, 1/25-2/22/12	03/06/2012		27.23
C739440-70	Copier; usage, 1/14-2/14/12	03/06/2012		34.51
<b>Check Total:</b>				84.74
<b>Check No:</b> 27426	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 2037	<b>Charles &amp; Delores Smith</b>			
2037-2011	Utility tax rebate; electricity	03/06/2012		64.49
2037-2011	Utility tax rebate; natural gas	03/06/2012		48.25
2037-2011	Utility tax rebate; solid waste	03/06/2012		13.80
2037-2011	Utility tax rebate; cellular/pager	03/06/2012		25.94
2037-2011	Utility tax rebate; telephone	03/06/2012		23.04
<b>Check Total:</b>				175.52
<b>Check No:</b> 27427	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 1903	<b>Sound Publishing, Inc.</b>			
435377	Monthly full page ad	03/06/2012		2,800.00
435377	Weekly bulletins; 1/13, 1/27	03/06/2012		268.96
<b>Check Total:</b>				3,068.96
<b>Check No:</b> 27428	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 0736	<b>Sound Security, Inc.</b>			
0582834-IN	Security monitoring; March	03/06/2012		844.00
<b>Check Total:</b>				844.00
<b>Check No:</b> 27429	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 0591	<b>Springbrook Software</b>			
0591-3	Parker; Springbrook Conference	03/06/2012		595.00
<b>Check Total:</b>				595.00
<b>Check No:</b> 27430	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 0281	<b>Standard Insurance Company</b>			
0063551000	Life Insurance Premiums, March	03/06/2012		45.00
0063551000	Life Insurance Premiums, March	03/06/2012		271.90
0063551000	Life Insurance Premiums, March	03/06/2012		135.75
0063551000	Life Insurance Premiums, March	03/06/2012		111.59
0063551000	Life Insurance Premiums, March	03/06/2012		95.53
0063551000	Life Insurance Premiums, March	03/06/2012		11.25
0063551000	Life Insurance Premiums, March	03/06/2012		66.38
0063551000	Life Insurance Premiums, March	03/06/2012		194.75
0063551000	Life Insurance Premiums, March	03/06/2012		253.06
0063551000	Life Insurance Premiums, March	03/06/2012		171.68
0063551000	Life Insurance Premiums, March	03/06/2012		29.53
0063551000	Life Insurance Premiums, March	03/06/2012		8.44
0063551000	Life Insurance Premiums, March	03/06/2012		96.57
0063551000	Life Insurance Premiums, March	03/06/2012		68.79
0063551000	Life Insurance Premiums, March	03/06/2012		25.31
0063551000	Life Insurance Premiums, March	03/06/2012		25.75
0063551000	Life Insurance Premiums, March	03/06/2012		19.19
0063551000	Life Insurance Premiums, March	03/06/2012		6.75

			<u>Check Amount</u>
0063551000	Life Insurance Premiums, March	03/06/2012	201.73
0063551000	Life Insurance Premiums, March	03/06/2012	201.11
0063551000	Life Insurance Premiums, March	03/06/2012	51.69
0063551000	Life Insurance Premiums, March	03/06/2012	94.42
0063551000	Life Insurance Premiums, March	03/06/2012	85.23
0063551000	Life Insurance Premiums, March	03/06/2012	21.99
0063551000	Life Insurance Premiums, March	03/06/2012	32.19
0063551000	Life Insurance Premiums, March	03/06/2012	11.25
0063551000	Life Insurance Premiums, March	03/06/2012	46.66
0063551000	Life Insurance Premiums, March	03/06/2012	42.92
0063551000	Life Insurance Premiums, March	03/06/2012	29.25
0063551000	Life Insurance Premiums, March	03/06/2012	42.92
0063551000	Life Insurance Premiums, March	03/06/2012	37.14
0063551000	Life Insurance Premiums, March	03/06/2012	207.30
0063551000	Life Insurance Premiums, March	03/06/2012	85.84
0063551000	Life Insurance Premiums, March	03/06/2012	72.67
0063551000	Life Insurance Premiums, March	03/06/2012	22.50
0063551000	Life Insurance Premiums, March	03/06/2012	71.33
0063551000	Life Insurance Premiums, March	03/06/2012	7.91
<b>Check Total:</b>			<b>3,003.27</b>
<b>Check No:</b> 27431	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 0062	<b>Suburban Cities Association</b>		
2088	Mhoon; SCA networking dinner, 2/1/12	03/06/2012	43.00
<b>Check Total:</b>			<b>43.00</b>
<b>Check No:</b> 27432	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 1523	<b>Kelly Thompson</b>		
1523-3	Planning commission mtg; refreshments	03/06/2012	36.52
<b>Check Total:</b>			<b>36.52</b>
<b>Check No:</b> 27433	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 2265	<b>Traffic Control Services, Inc.</b>		
5306	Winter storm cleanup; flagging services	03/06/2012	4,847.35
<b>Check Total:</b>			<b>4,847.35</b>
<b>Check No:</b> 27434	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 0357	<b>Valley Communications</b>		
12875	800 MHz access fee; February	03/06/2012	75.00
<b>Check Total:</b>			<b>75.00</b>
<b>Check No:</b> 27435	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 0046	<b>Verizon Wireless</b>		
1059324174	Maint shop; on call phone, 2/21-3/20/12	03/06/2012	12.06
1059324174	Maint shop; on call phone, 2/21-3/20/12	03/06/2012	6.03
1059324174	Maint shop; on call phone, 2/21-3/20/12	03/06/2012	12.06
<b>Check Total:</b>			<b>30.15</b>
<b>Check No:</b> 27436	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 0819	<b>Don Vondran</b>		
12-07	Vondran; 2012 flexible spending	03/06/2012	28.00
<b>Check Total:</b>			<b>28.00</b>
<b>Check No:</b> 27437	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 2262	<b>Voyager Fleet Systems Inc.</b>		
8692854602	Vehicle fuel	03/06/2012	2,354.87
<b>Check Total:</b>			<b>2,354.87</b>
<b>Check No:</b> 27438	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 0925	<b>Jeff Wagner</b>		
0925-3	Wagner; mileage reimbursement	03/06/2012	69.93
<b>Check Total:</b>			<b>69.93</b>
<b>Check No:</b> 27439	<b>Check Date:</b> 03/06/2012		
<b>Vendor:</b> 1421	<b>Ward's Power Equipment</b>		
38355	#2562; drive tube assembly/shaft	03/06/2012	49.79
38355	#2562; drive tube assembly/shaft	03/06/2012	49.79
38355	#2562; drive tube assembly/shaft	03/06/2012	24.90
<b>Check Total:</b>			<b>124.48</b>

				<u>Check Amount</u>
<b>Check No:</b> 27440	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 1408	<b>Washington Workwear Stores Inc</b>			
559	Wesley; bib overalls	03/06/2012		65.15
				<b>Check Total:</b> 65.15
<b>Check No:</b> 27441	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 1441	<b>Watson Security</b>			
4665RKS	Covington Police; replace failed lock	03/06/2012		1,005.09
				<b>Check Total:</b> 1,005.09
<b>Check No:</b> 27442	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 0113	<b>WSAPT</b>			
0113-3-1	Thompson; WSAPT spring training session	03/06/2012		50.00
0113-3	WSAPT 2012 membership dues	03/06/2012		35.00
				<b>Check Total:</b> 85.00
<b>Check No:</b> 27443	<b>Check Date:</b> 03/06/2012			
<b>Vendor:</b> 1894	<b>Diana Ziolkowski</b>			
1894-3	Facility monitoring; 2/19 - 3/4	03/06/2012		114.00
				<b>Check Total:</b> 114.00
				<b>Date Totals:</b> 66,385.41
				<b>Report Total:</b> 0.00 66,385.41

March 15, 2012

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 27444 Through Check # 27444

In the Amount of \$452.13

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>	<b>27444</b>	<b>Check Date:</b>	<b>03/15/2012</b>	
<b>Vendor:</b>	<b>0867</b>	<b>Home Depot Credit Services</b>		
11664	Mailbox		03/15/2012	22.66
9011792	#3307; chains		03/15/2012	40.73
9011792	Maint shop; paper towels		03/15/2012	2.79
9011792	Maint shop; paper towels		03/15/2012	5.59
9011792	Maint shop; paper towels		03/15/2012	5.59
6561406	Aquatics; rope, rings, hooks, eyebolts		03/15/2012	39.91
4014481	Aquatics; lumber, plywood panels, screws		03/15/2012	174.56
3014533	Aquatics; lumber, plywood, nails, brush		03/15/2012	160.30
				<b>Check Total:</b>
				<b>Date Totals:</b>
				452.13
				452.13
			<b>Report Total:</b>	<b>0.00</b>
				<b>452.13</b>

March 16, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 03/16/12 consisting of:

PAYLOCITY CHECK # 1000416563 through PAYLOCITY CHECK # 1000416571 and  
PAYLOCITY CHECK # 1000416655 through PAYLOCITY CHECK # 1000416656 inclusive,  
plus employee direct deposits

IN THE AMOUNT OF \$137,948.54

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: \_\_\_\_\_

03/16/12 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102125	Regular	3/16/2012	Agnish, Ashley	112.81
102126	Regular	3/16/2012	Kirshenbaum, Kathleen	601.02
102127	Regular	3/16/2012	Lyon, Valerie	1,408.88
102128	Regular	3/16/2012	Matheson, Derek M	4,394.33
102129	Regular	3/16/2012	Mhoon, Darren S	1,278.56
102130	Regular	3/16/2012	Michaud, Joan M	1,721.72
102131	Regular	3/16/2012	Scott, Sharon G	2,657.02
102132	Regular	3/16/2012	Slate, Karla J	2,286.21
102133	Regular	3/16/2012	Hart, Richard	3,432.24
102134	Regular	3/16/2012	Mueller, Ann M	2,269.36
102135	Regular	3/16/2012	Cles, Staci M	1,722.80
102136	Regular	3/16/2012	Hagen, Lindsay K	1,375.71
102137	Regular	3/16/2012	Hendrickson, Robert	4,055.37
102138	Regular	3/16/2012	Parker, Cassandra	2,244.65
102139	Regular	3/16/2012	Dalton, Jesse J	1,748.50
102140	Regular	3/16/2012	Gaudette, John J	1,688.94
102141	Regular	3/16/2012	Hall, Ron	1,457.06
102142	Regular	3/16/2012	Junkin, Ross D	2,598.60
102143	Regular	3/16/2012	Wesley, Daniel A	1,975.56
102144	Regular	3/16/2012	Bykonen, Brian D	2,955.33
102145	Regular	3/16/2012	Christenson, Gregg R	2,636.66
102146	Regular	3/16/2012	Lyons, Salina K	2,198.18
102147	Regular	3/16/2012	Meyers, Robert L	3,113.34
102148	Regular	3/16/2012	Ogren, Nelson W	2,512.11
102149	Regular	3/16/2012	Thompson, Kelly	1,814.62
102150	Regular	3/16/2012	Morrissey, Mayson	2,543.18
102151	Regular	3/16/2012	Bahl, Rachel A	1,549.65
102152	Regular	3/16/2012	Newton, Ethan A	2,022.65
102153	Regular	3/16/2012	Patterson, Clifford	2,355.78
102154	Regular	3/16/2012	Thomas, Scott R	3,241.19
102155	Regular	3/16/2012	Akramoff, Glenn A	3,298.10
102156	Regular	3/16/2012	Bates, Shellie L	1,861.32
102157	Regular	3/16/2012	Buck, Shawn M	1,436.41
102158	Regular	3/16/2012	Parrish, Benjamin A	1,688.12
102159	Regular	3/16/2012	Vondran, Donald M	3,281.60
102160	Regular	3/16/2012	Beatty, Kyle B	273.74
102161	Regular	3/16/2012	Campbell, Noel M	153.11
102162	Regular	3/16/2012	Cox, Melissa	277.40
102163	Regular	3/16/2012	Felcyn, Adam	346.37
102164	Regular	3/16/2012	Foxworthy, Rebecca	118.07
102165	Regular	3/16/2012	Halbert, Mitchell S	74.92
102166	Regular	3/16/2012	Holmes, Kyle	159.72
102167	Regular	3/16/2012	Houghton, Cassandra L	390.97
102168	Regular	3/16/2012	Kiselyov, Tatyana	375.72
102169	Regular	3/16/2012	MacConaghy, Hailey	482.59
102170	Regular	3/16/2012	Middleton, Jordan	346.22
102171	Regular	3/16/2012	Mohr, Emily A	48.18
102172	Regular	3/16/2012	Mooney, Lynell	322.11
102173	Regular	3/16/2012	Perko, John	143.32

102174	Regular	3/16/2012	Beaufriere, Noreen	2,702.17
102175	Regular	3/16/2012	Throm, Victoria J	1,857.20
1000416563	Regular	3/16/2012	Fealy, William J	1,506.66
1000416564	Regular	3/16/2012	Baughan, Jayson H.	473.36
1000416565	Regular	3/16/2012	Carkeek, Lena	155.01
1000416566	Regular	3/16/2012	Eastin, Tatiana	371.29
1000416567	Regular	3/16/2012	Hatch, Jenessa	353.01
1000416568	Regular	3/16/2012	Johansen, Andrea	188.58
1000416569	Regular	3/16/2012	Panzer, Erika	228.64
1000416570	Regular	3/16/2012	Powell, Sarajane L	239.36
1000416571	Regular	3/16/2012	Tran, Jenifer	167.69

**Totals for Payroll Checks      60 Items      89,292.99**

Third Party Checks  
for Account  
Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102176	AGENCY	3/16/2012	ICMA Retirement Trust	14,137.23
102177	AGENCY	3/16/2012	Vantagepoint Transfer Agent-	358.78
102178	AGENCY	3/16/2012	City of Covington	2,856.24
102179	AGENCY	3/16/2012	Paylocity Corporation	125.00
102180	AGENCY	3/16/2012	City of Covington Employee	74.00
102181	AGENCY	3/16/2012	ICMA Retirement Trust	12,266.94
102182	AGENCY	3/16/2012	ICMA Retirement Trust	1,386.91
102183	AGENCY	3/16/2012	ICMA Retirement Trust	200.00
102184	AGENCY	3/16/2012	HRA VEBA Trust	1,050.00
1000416655	AGENCY	3/16/2012	WASH CHILD SUPPORT	110.41
1000416656	AGENCY	3/16/2012	United Way of King County	14.00
<b>Totals for Third Party Checks</b>			<b>11 Items</b>	<b>32,579.51</b>

Tax Liabilities      15,925.14  
Paylocity fees      150.90

**Grand Total      137,948.54**

**Consent Agenda Item C-2**

Covington City Council Meeting

Date: March 27, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH SBS LEGAL SERVICES, PLLC FOR 2012 CITY ATTORNEY SERVICES.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Proposed Contract for City Attorney Services.

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:

The city contracts with SBS Legal Services, PLLC, for City Attorney services. The current contract expires on April 22, 2012. There are no changes proposed in the 2012 contract to either the level of service or the rate. Sara Springer would continue to provide office hours and handle our regular legal duties and we would continue to contract with Kenyon Disend for on-call litigation and special legal services.

ALTERNATIVES:

1. Not approve the contract and provide direction to staff.

FISCAL IMPACT: None

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds to authorize the City Manager to execute a contract with SBS Legal Services, PLLC for 2012 City Attorney services.**

REVIEWED BY: Derek Matheson, City Manager

**CONTRACT FOR SERVICES**

This Agreement is entered into by and between the City of Covington, Washington (the "City"), and SBS Legal Services, PLLC, (the "Contractor").

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

**1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall provide City Attorney services to the City and Sara B. Springer, a member attorney of the Contractor, shall serve as the City Attorney, providing the traditional scope of attorney services. The Contractor shall also be responsible for providing an equally qualified coverage attorney, when necessary. In performing such services, the Contractor shall at all times faithfully, and to the best of its ability and experience, perform all of the duties that are required of it pursuant to the express terms of this Agreement, the rules of professional responsibility, and the direction of city management.

**2. Compensation and Method of Payment.**

**a. Compensation.** The City shall pay the Contractor a flat monthly fee of \$5,000.00 for legal services. The flat monthly fee is based upon the Contractor providing up to thirty-five (35) hours of attorney time each month. Any legal services performed above thirty-five (35) hours in a given month shall be billed to the tenth (1/10) of the hour at the regular hourly rate of \$145.00. Should the Contractor perform less than thirty (30) hours of legal services in a given month, the Contractor shall apply a pro-rated credit, calculated to the tenth(1/10) of the hour at the regular hourly rate of \$145.00, to the flat fee owed by the City to the Contractor. Any legal services provided by a coverage attorney shall be included within the above compensation provisions.

**b. Travel.** The Contractor shall not bill nor be entitled to payment for travel time to and from the City. Any other travel by the Contractor on behalf of the City shall be billed at to the tenth (1/10) of the hour at 50% of the regular hourly rate of the Contractor.

**c. Miscellaneous Expenses.** The Contractor shall not bill nor be entitled to payment for telephone, photocopy, fax, and mileage expenses incurred in the performance of its duties; provided, however, that the City shall make a reasonable accommodation to reimburse the Contractor for unusual photocopy and fax costs, if any, that may arise in the course of litigation to which the City is a party or other extraordinary projects. In all events, the City shall reimburse the Contractor for legal messenger service expenses, court filing fees, transcripts, and other similar expenses advanced on the City's behalf.

**d. Payment.** The Contractor shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of receipt, unless there is a dispute. In the event of a dispute, the City shall pay any amount not in dispute and the parties shall meet to resolve any differences. If the parties are unable to resolve any such differences, the parties shall submit the disputed amount to the Fee Arbitration Board of the State of Washington Bar Association for arbitration and prompt resolution. The parties agree to be bound by the results of such arbitration. In the event of non-payment following arbitration, the City shall pay the Contractor the costs of collecting the debt, including court costs and fees, and reasonable attorneys fees.

**3. Duration of Agreement.** This Agreement shall be in full force and effect for a period of twelve (12) months, commencing on the date executed by the parties below unless sooner terminated under the provisions hereinafter specified.

**4. Independent Contractor.** Throughout the term of this Agreement, the Contractor shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties

hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

The parties acknowledge that the Contractor will provide work and services for other clients in its independent law practice. The Contractor agrees not to perform such services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys exists.

**5. Indemnification.** The Contractor releases and shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents and volunteers from any and all claims, demands, losses, actions and liabilities (including costs and all attorney's fees) arising from the negligent and intentionally wrongful acts or omissions of the Contractor in the performance of legal services under this Agreement, or by the Contractor's breach of this Agreement. To the maximum extent permitted by applicable law, this indemnification provision shall apply. However, this shall not require the Contractor to indemnify the City against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of the City. Further, the City shall protect, defend and indemnify and save harmless the Contractor, its attorneys and other employees from all costs, claims, judgments or damages arising out of the negligent acts or omissions of the City, its officers, employees or volunteers or due to the City's breach of this Agreement.

**6. Insurance.** The Contractor shall procure and maintain in full force throughout the duration of the Agreement professional liability insurance including Errors and Omissions as appropriate to the services performed and shall be written on a claims made form basis with limits of in no case less than \$500,000.00 per occurrence. Cancellation of the required insurance shall automatically result in termination of this Agreement. A declaration of professional liability insurance as required above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

**7. Record Keeping and Reporting.**

**a.** The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

**b.** These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

**8. Termination.** This Agreement may be terminated by either party with or without cause by providing a thirty (30) day written notice of termination to the other party.

**9. Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

**10. Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either Party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**11. Notices.** Notices to the City of Covington shall be sent to the following address:

City Clerk, City of Covington  
16720 SE 271<sup>st</sup> St, Suite 100  
Covington, Washington 98042

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

**12. Assignment.** Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

**13. Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF COVINGTON

CONTRACTOR: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Date approved by City Council: \_\_\_\_\_  
(If Applicable)

## Consent Agenda Item C-3

Covington City Council Meeting

Date: March 27, 2012

SUBJECT: AUTHORIZE THE MAYOR TO EXECUTE A LETTER TO WASHINGTON STATE EMERGENCY MANAGEMENT DIVISION TO DESIGNATE THE APPLICANT AGENT AND ALTERNATE FOR A PUBLIC ASSISTANCE GRANT AGREEMENT.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Designated Applicant Agent Letter

PREPARED BY: Shellie Bates, Office Supervisor/Public Works

EXPLANATION:

From January 14 – 23, 2012, the City of Covington experienced a severe winter storm event that included snow, ice, freezing rain, and wind. The combination of these events caused power outages, dangerous road conditions and many trees and branches to come down. The City of Covington opened the Emergency Coordination Center for two and a half days to respond to the events that occurred. During this event we tracked our expenses. In February we prepared a Preliminary Damage Assessment for King County Office of Emergency Management. Our estimated expenditures during this event, including debris removal were \$207,256. This cost included hiring three temporary emergency workers to work with the Maintenance Team for three weeks on debris removal. The debris removal lasted approximately six weeks.

On March 5, 2012, the President declared the **January 2012 Severe Winter Storm Event** as a major disaster. On March 8, the Public Works Department submitted a Request for Public Assistance application to the Washington State Emergency Management Division (EMD). As part of the grant agreement, the city must designate an applicant agent and alternate. The applicant agent or alternate serves as the primary point of contact for the applicant and EMD. This includes signing the grant agreement and amendments, submitting correspondence, attending meetings, tracking all projects and submitting payment requests.

By authorizing the Mayor to sign the letter designating the applicant agent and alternate will allow us to move forward with the Public Assistance Grant Agreement process.

ALTERNATIVES:

Not to enter into a Public Assistance Grant Agreement with the Washington State Emergency Management Division.

FISCAL IMPACT:

All eligible costs will be reimbursed by FEMA at 75%. State participation is determined by the State Legislature. If they approve to participate, their share could be up to 12.5% and the remainder would be the city's share.

The funds received from this grant will be reimbursed to the Street Fund.

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds, to authorize the Mayor to execute a letter to Washington State  
Emergency Management Division to designate the applicant agent and  
alternate for a Public Assistance Grant Agreement.**

REVIEWED BY: City Manager, City Attorney, Finance Director



**City of Covington**

16720 SE 271<sup>st</sup> Street, Suite 100 • Covington, WA 98042 • (253) 638-1110 • Fax: (253) 638-1122

March 28, 2012

Gary Urbas  
Washington Military Department  
Emergency Management Division  
MS: TA-20 Building 20-B  
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Event: 4056-DR-WA January 2012 Severe Winter Storm Declaration

Applicant: City of Covington

Applicant Agent: Glenn Akramoff

Alternate Applicant: Shellie Bates

The purpose of this designation as the authorized representatives is to obtain federal and/or state emergency or major disaster assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

Margaret Harto  
City of Covington Mayor

SUBJECT: PROPOSED EMPLOYEE COMPENSATION PROGRAM PROCEDURE.

RECOMMENDED BY: City Manager

ATTACHMENT (S):

1. Employee Compensation Program Procedure No. HR-16.0

PREPARED BY: Noreen Beaufrere, Personnel Manager

EXPLANATION:

Since its incorporation in August 1997, the city has been conscientious about its employee compensation practices. Attachment 1, Employee Compensation Program Procedure No. HR-16.0, documents the city's current compensation practices for purposes of consistency and visibility to the public, as well as to ensure that both the City Council and staff are provided with clear, comprehensive information.

The procedure covers four components: compensation philosophy; salaries/wages; tangible benefits and intangible benefits. While some of those components have experienced little or no change over the last 15 years, others continue evolving to better serve the needs of a maturing city, a fluctuating economy, and contemporary employee practices. Each component was reviewed and discussed in depth by the management team over the course of 1-1/2 years, in addition to a separate review of the city's medical benefits package that was completed by an ad hoc committee earlier in 2010. The predominant guiding factors to the Compensation Program provided here as Attachment 1 were the new Compensation Philosophy; the comprehensive employee survey performed in 2011; and the city's budget—particularly in light of the present economy.

As the City Council has adopted earlier resolutions related to components of this Compensation Procedure, council members are generally informed of the way the city executes its compensation practices. As an overview, below is an outline paralleling the attached procedure that contains the following: whether that section has remained the same or is being recommended for change; if recommended for change, in what way; and how any changes have affected or would affect the city financially.

- (1) Compensation Philosophy – A new compensation philosophy is being proposed to replace the first compensation philosophy that was adopted by the City Council on February 3, 2004. The proposed compensation philosophy emphasizes the retention and development of a strong core workforce in order to provide continuous, high quality and personalized customer service through a total rewards package that is competitive, flexible, contemporary and viable, even in a down economy.**

## (2) Salaries/Wages

### (A) Salary Schedule

- **Salary Ranges – No change.** The current salary schedule made up of ranges that increase in 6% increments, with seven 3% steps in every range, will remain the same unless a future salary survey based on comparable cities indicates a change is in order.
- **New Hire Starting Salaries – No change.** Practices that set the salary of a new hire remain the same.
- **Employees at Maximum Step in Salary range – No change.** Employees in this situation will remain in the same status—step raises are suspended until and if the assigned salary range changes and they will receive COLAs only, as approved by the City Council.
- **Step Raises for Part-time Aquatic Center Employees – Changed to make timing meet a minimum hours-worked threshold.** This group of employees must satisfy a 520-hours-worked threshold prior to their step raise anniversary (or, in the case of seasonal hires, the same threshold upon returning to employment) date in order to be considered for a step raise. If they do not meet that threshold, they must wait to be considered for a step raise until they do, and the new step processing date becomes their new step raise anniversary date. **This will establish a level of fairness based on hours worked instead of passage of time, and will save the city money.**

### (B) Salary Surveys – Recommended changes include more conservative guidelines for selecting comparable cities and the performance of salary surveys by staff rather than a consultant; the first may result in reduced cost to the city, but the second will definitely result in reduced cost to the city. Guidelines set forth for completing salary surveys are in accord with practices of other local municipalities.

- **Comparable Market – Utilization of a pool of seven comparable cities remains the same as in past practices, but some of the cities making up the pool will change.** While the specific comparable cities fluctuated over the course of three past surveys, **the cities of Bonney Lake, Issaquah, Maple Valley, Mill Creek, Mount Lake Terrace, University Place, and Woodinville have been identified as the seven core comparable cities**, with the cities of Des Moines, Federal Way Enumclaw, Fife, Kenmore and Tumwater to be used as “alternate comparables” in cases where three strong matches for a position cannot be made from the seven core comparable cities. Cities were chosen based on age, population, budget, staffing, geographical area, and complexity of services offered to its citizens. **This comparable pool is more “conservative” than in past surveys because it no longer includes much larger cities, and/or cities with a significantly higher tax base.** The caution here is to try to ensure that we do not neglect cities that are also in a rapid state of growth, which causes employees to not only have a heavier workload, but also a broader work scope than normal, especially when staffing is lean. Addressing that concern in the past led to the inclusion of a few cities that would not fall within the new parameters.
- **Frequency and Timing of Surveys – Change recommended.** Although surveys were accomplished regularly, the frequency and timing had not previously been formally established. **Surveys are now targeted to be performed every five years, which is the longer than the “ideal” survey window and is also longer than for the city’s previous surveys.** It appears, however, to be practical for the

city at the time this procedure is being established and not necessarily uncommon in regional municipalities, particularly in a down economy. That timing may change if the economy experiences drastic fluctuations or if the city starts to experience problems in recruitment or retention. Previous salary surveys were performed in 1999 (2 years after incorporation), 2004 and 2007.

- **Scheduling of Positions to be Surveyed – No change.** All positions will be surveyed at the same time to ensure comparisons are completed under the same economic conditions.
- **Salary Survey Responsibility – Change recommended.** Although the last two of the three salary surveys performed were completed by an outside consultant to ensure complete objectivity as well as credibility with staff, it has now been determined that the Personnel Manager will take complete responsibility for survey performance. **This will save the between \$18,000 and \$24,000 per survey,** based on past experience.
- **Salary Survey Process – No change.** Although the responsibility for the survey will change, the process and criteria by which comparisons are made will not change.
- **Review of Survey Results – No change.** The city manager and the management team will continue to review and challenge survey results.
- **Implementation of the Survey Results – Change recommended.** Previous survey results were implemented all at once. Because of that, the **results of the last survey were, with only a couple of exceptions, implemented only at 50%.** To implement them at 100% would have financially stressed the city, so the remaining 50% was permanently suspended. In the future, **implementation plans will be created, if and as necessary, to spread the costs over more than one fiscal year in accordance with the city's budgetary considerations.**

(C) **Cost-of-Living Adjustments (COLAs) – No change,** with the exception that when a negative annual COLA occurs as a result of the June to June CPI-W, it will be subtracted from the next annual positive COLA incorporated into the city's budget. This ensures adoption of the negative as well as the positive COLAs.

### (3) Tangible Benefits

(A) **Merit Award Programs – Change is recommended that greatly reduces the costs of implementing these programs.**

1. **Merit Award Program for General Employees –** When the first employee merit award program that was created by an outside consultant was adopted in June 2004 (and first put into effect in January 2006 for employees' prior performance in 2005), employees were eligible to receive 0% to 9% of their year-end gross salary (minus special payments) for their prior year's performance. The program experienced its first major changes in 2008, when the process was streamlined and goal parameters became employee specific, rather than department specific, while the maximum percent of possible award was reduced to 6%. In February 2010, the program underwent a second major change when an alternative award of up to 32 merit hours was made available as an alternate to the monetary award at the city's discretion due to a changing economy. Additionally, the program proved to be time-consuming and impractical to implement among the Aquatic Center part-time employee population, so their eligibility to participate in the merit award program was discontinued while a new program specifically suited to their employment circumstances was designed.

Finally, **this attached Compensation Program procedure recommends the adoption of the “maximum 32 merit award hours” award only and permanent discontinuance of the 0% to 6% monetary merit award.** Since many employees have had unusually high workloads following staff layoffs that took place two years ago, however, it is also recommended to allow up to two years of merit award hours to be accrued that were previously only categorized as “use it or lose it” by the end of the calendar year in which they were issued.

**Over the last six (6) years in which the merit award program has been active, therefore, the cost to the city has been drastically reduced from a possible 9% of year-end employee wages, to 0% (not including the new Aquatic Center part-time employee merit award system, described in #2, below). The only exception is a possible maximum of 64 merit award hours payout at the time of employee termination, for those employees who carry over the maximum merit award accrual until they terminate. This would equate to a maximum, one-time-only 3.1% of net annual salary payout at termination, compared to up to 6% that could be re-earned on an annual basis. Costs for merit pay during 2006 through 2008 ranged from approximately \$107,000 to approximately \$122,500.**

- 2. Merit Award Program for Aquatic Center Part-time, Non-benefitted Employees** – in 2010, following this group’s elimination from participation in the original merit award program; a year-end merit-oriented celebratory event was observed while a new merit program was being formulated. The event turned out to be so successful that it was incorporated into the new program detailed in Exhibit 3 of the Attachment 1 Compensation Program Procedure. The new program also includes monthly recognition for the employee who accumulates the most points in that period, based on a number of established criteria. **The total annual cost of this new program is approximately \$1,200 spread over 30 to 35 applicable employees. This is approximately only 15% of the cost of the 0% to 6% monetary award the last time the monetary award was paid out.**

**(B) Employee Development**

- 1. Employee Training and Education - There are currently no recommended changes** that affect city-supported employee training and education as a stand-alone; however the newly recommended Promotion-in-place Program that the Council was briefed on at the June 14, 2011 Council Meeting will provide more specific training and development direction for employees striving to meet the goals of the Promotion-in-place Program.
- 2. Promotion-in-place Program – This is a new program** that the City Council was briefed on at the June 14, 2011 meeting. It offers employees the opportunity to advance within their current job responsibility based on achieving pre-established “target” job description containing criteria that can include advanced training and/or education; additional years of progressive experience, and an increased level of responsibility and/or job scope. Controls have been built into this program, such as budgetary review by the Finance Director and a review board made up of management team members. **An approval for an employee to reach the “targeted” job description will be of minimal cost to the city—the salary level in almost all (if not all) cases will only increase by one salary range, or 6%. It is very likely, however, that it will save the city recruitment/replacement costs due to attrition when employees feel stymied in their career path. Additionally,**

**through the retention of an advanced core work force, utilization of staff talent and experience will be optimized while preserving institutional history, thus providing efficient and cohesive services to citizens.**

**(C) Insurance Benefits – No changes are recommended. The medical insurance benefit was reviewed by a committee during 2010, with recommendations to move to a different plan with less expensive premiums.** Based on cost data available in 2010, the estimated cost savings to the city starting in 2012 would be \$52,550 annually. However, it was recommended to redirect approximately 28% of that into a Health Reimbursement Account (HRA) for all benefitted employees to help offset increased out-of-pocket expenses, with the city retaining approximately 71% of the savings.

**(D) Paid Holidays – No changes are recommended. Eleven annual city-paid holidays is on par with, or even one 8-hour day less, than that of comparable cities.**

**(E) Paid Leave – No changes are recommended.**

**(4) Intangible Benefits – No changes recommended,** with the exception of offering employees experiencing certain hardships the option of waiving their lunch break period in order to shorten the overall length of their workday. The city has and will continue to offer flexible work schedules, as that is a common contemporary practice and key to employee retention. **This results in no additional cost to the city.**

ALTERNATIVES:

1. The City Council may decide not to adopt the Compensation Program Procedure.
2. The City Council may decide to adopt the Compensation Program Procedure with directed changes.

FISCAL IMPACT:

Fiscal impact, overall, would be reduced by adoption of the Compensation Program Procedure as written. Fiscal impact of the individual components varies and is noted throughout this agenda sheet.

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

**Direction to staff whether to schedule this item for action on April 10, 2012.**

REVIEWED BY: City Manager, City Attorney, Finance Director



# Procedure

<b>SUBJECT: EMPLOYEE COMPENSATION PROGRAM</b>		
<b>Department/Division:</b> Executive/Personnel	<b>Page 1 of 8 Pages</b>	<b>PROCEDURE NO.</b> HR-16.0
<b>APPROVED BY:</b> Derek Matheson	<b>EFFECTIVE DATE:</b> PROPOSED March 27, 2012	<b>SUPERSEDES:</b> N/A

**NOTICE:** The contents of this procedure should in no manner be considered as a contract of employment. This procedure is subject to change and modification as deemed necessary. Any provision of this procedure will be superseded if in conflict with any provision of a valid and effective federal or state law.

**PURPOSE:**

In order to extend and maintain the city’s desired level of service to the citizens of Covington, the City of Covington understands that it must maintain a formal, systematic and competitive compensation program to adequately and fairly recruit, retain, and motivate employees. This procedure sets forth the guidelines of the program that has been developed in this regard.

**BACKGROUND:**

In June 2011, the personnel manager collected data from a comprehensive Employee Satisfaction and Retention Survey that demonstrated the city’s benefits, fair wages and work/life balance as the top second, third and fourth reasons, respectively, that its employees have “*continued employment to that point in time*” with the city. Similarly, good benefits and work/life balance ranked as the first and second reasons, respectively, that the majority of the city’s employees agreed “*would encourage them to continue employment*” with the city. Lastly, career growth potential and a merit award program that was more viable than the one that existed at the time of the survey were features the city lacked that “*may cause them to leave employment with the city.*”

Subsequent to examining the survey results, the city’s management team reviewed each aspect of the city’s compensation program, suggesting changes that would bring the entire program closer to satisfying employee needs and wants indicated by the above-mentioned survey and, very importantly, in conjunction with what the city could reasonably afford. Those goals are reflected on the new Compensation Philosophy contained in the procedure below.

**APPLICATION:**

The procedure described herewith is applicable to all regular, benefitted employees with the exception of those employed under a customized employment agreement or contract. This procedure and/or its exhibits may need adjustments in its application toward regular, non-benefitted employees and, in those cases, will be noted accordingly. Temporary employees are not covered under this procedure.

**PROCEDURE:**

This Compensation Program Procedure covers four components:

- (1) Compensation Philosophy
- (2) Salaries/Wages
- (3) Tangible Benefits
- (4) Intangible Benefits

## (1) Compensation Philosophy

In developing an updated Compensation Philosophy, it was first necessary to reaffirm the city's present and desired organizational culture: the city's desire to maintain the reputation and perception of providing first class (not just adequate) service. In order to support that culture, it is necessary for the city to adapt to changing trends in the environment, the economy, and technology. Although resources may sometimes be significantly constrained, the quality of services should not be—response times may take a little longer in order to provide sensible, thorough answers that aren't rushed. Staff is very motivated by economical, yet flexible, family-friendly benefits to provide this level of service. Maintaining a high-caliber, satisfied staff helps ensure that they genuinely care about those they serve; many live in or near the area and/or shop here. That level of caring helps ensure that personal contact is still possible. The "team" concept further strengthens the ability to provide first class service—"departments" and "divisions" should not be reasons for us not to work together; we all do what needs to be done to move the team forward. Further, since the city values emerging leaders, it will take risks to "grow its talent from within."

The City of Covington's Compensation Philosophy outlines what the Compensation Program strives to achieve, based on both the results of the 2011 survey and the city's culture, and is in support of the city's customer service goals noted on the City of Covington's Vision, Mission and Goals Statement (Exhibit 1). This updated Compensation Philosophy, adopted by the City Council on (planned for March 27, 2012) as part of this procedure, replaces the former Compensation Philosophy adopted by the City Council on February 3, 2004, and states:

*"The City of Covington prides itself in maintaining a diligent, caring staff consistently striving to provide its citizens with the highest level of personalized service, delivered as promptly as resources allow. In order to attract, engage and retain the necessary talent and knowledge to provide this quality service, the city's unique total rewards package combines competitive wages, sound insurance plans, and performance incentives with a variety of intangible benefits that adapt to economic and societal trends, as well as afford individual flexibility. To further promote continuity of service, emerging leaders and longevity are valued—we believe in growing our talent."*

## (2) Salaries/Wages

The city's salary schedule and salary administration guidelines are based on salary surveys of a comparable market. These guidelines may change as warranted by future salary surveys.

(A) **Salary Schedule** - employee salaries are maintained in accordance with the city's salary schedule which is made up of salary ranges that increase in approximately 6% increments. The total number of ranges may fluctuate, depending on positions added or deleted as required. Each range consists of seven (7) steps that increase in 3% increments. Positions are assigned an appropriate salary range that is determined through a survey of a comparable municipal market. The city's salary schedule for active positions is approved by the city council during each annual budget process.

1. **Starting Salary** – when an employee is hired into a position, the step they are placed on in that position's salary range is determined by a variety of factors that include education, certifications, employment experience, abilities, internal equity and other factors that may be unique to a particular position.
2. **Step Raises for General Employees** (*this covers all regular part-time and regular full-time employees, except part-time Aquatic Center employees—see 3, immediately below, for information in that regard*) – unless stipulated otherwise in the Offer of Employment letter or Employment Contract, if an employee receives satisfactory employee evaluations (all evaluation criteria are rated as "adequate" or higher), they receive a step increase on the one-year anniversary of their employment start date with the city, and annually thereafter. If an employee has reached the top (seventh step) of their salary range, annual step increases are suspended until and if the salary range is increased as a result of the annual salary survey

annual salary survey process (see **(2)(B) Salary Surveys**, below) or the employee moves into a position that is assigned a higher salary range. Despite the suspension of step increases, the employee is still eligible to receive Cost-of-Living Adjustments (COLAs) that affect their position's salary range, as approved by the city council in the annual budget.

3. **Step Raises for Part-time Aquatic Center Employees** – because most part-time Aquatic Center employees are scheduled to work less than 20 hours, on average, per week, another criteria, in addition to satisfactory employee evaluations (all evaluation criteria are rated as “adequate” or higher) and the anniversary date of their hire, has been established for such employees to receive a step raise. That additional criteria requires that an employee must have worked at least 520 hours since their last anniversary date of hire (normally also the step raise anniversary date) by the time of their next anniversary date in order to receive a step raise. In cases where an employee is assigned more than one job title, the total 520 hours shall include all job titles. If that 520-hour threshold has not been met on the annual anniversary date of hire, then a step raise will not be processed until the hourly threshold has been met. From that point on, the anniversary date of hire will no longer serve as the step raise anniversary date. Instead, the next step raise will be up for consideration 12 months from the last step raise date; but, again, the step increase will not be processed unless and until the 520-hour threshold has been met. Conversely, if an employee has worked more than the 520-hour threshold at the time their anniversary date of hire occurs, the hours over the 520-hour threshold will *not* count toward the next step raise.

**(B) Salary Surveys** – based on the results of the Employee Satisfaction and Retention Survey noted in **BACKGROUND** on page 1, salary is an important factor—ranking third in employee satisfaction needs. The city, therefore, strives to continue to maintain salaries and wages that are competitive with a comparable market. This is accomplished through the regular completion of salary surveys by the personnel manager, using cities selected by the management team as being comparable to the City of Covington and in accordance with the following criteria:

1. **Comparable Market** – the criteria to establish a market comparable to the City of Covington was defined by the management team as other municipalities similar in age (years since incorporation), size (population), budget, staffing (number of employees), and complexity (services offered to its citizens as well as residential/commercial growth) to the City of Covington, as well as within the same geographical area—or, essentially, young, mid-sized cities in South King County. The seven (7) cities selected for this purpose in order to ensure an adequate number of matches for each position are Bonney Lake, Issaquah, Maple Valley, Mill Creek, Mount Lake Terrace, University Place and Woodinville. For those positions that an adequate number of matches are not able to be made from within that select group (i.e., at least three strong matches), cities that may be used to gather alternate data are Des Moines, Federal Way, Enumclaw, Fife, Kenmore, and Tumwater.
2. **Frequency and Timing of Surveys** – surveys are targeted to be performed every five (5) years and completed by July 31<sup>st</sup>, or in time for results to be considered for inclusion in the annual budget process.
3. **Scheduling of Positions to be Surveyed** – all positions will normally be surveyed at the same time, in accordance with the schedule established in 2, directly above. NOTE: Exceptions may be made on a case-by-case basis at the request of a department director because of extenuating circumstances such as recruiting difficulties, or other considerations.
4. **Salary Survey Responsibility** – salary surveys will be performed by the personnel manager.
5. **Salary Survey Process**
  - **Commencement of Survey** – the personnel manager will begin the survey process upon the direction of the city manager.
  - **Interface with Comparable Market** – a package of materials containing the following inquiries (example inquiries are given, but may not necessarily represent all inquiries) and data will be supplied to each of the seven (7) comparable cities listed in 1, above:

- **Operational/Financial Inquiries** –how many employees; how many FTEs; annual budget; annual sales tax revenues; what services are provided by the city; and what services are provided by or contracted by the city?
  - **Job Synopsis** - the personnel manager will interface with the city manager, department directors and/or division managers to ensure that each of their subordinate positions has an updated, precise listing of primary job responsibilities/duties that captures the essence of each position. This listing, along with the required education, certifications, experience, and number of employees supervised by each position, will be the basis of each position’s job synopsis that will be used to ensure appropriate job matches are made in the comparable cities. Matches will be graded to indicate whether the comparable city’s closest match is less, more, or essentially the same in level of responsibility and duties.
  - **Salary Schedule Inquiries** – what are the parameters for the overall salary schedule, such as percent between salary ranges; number of steps in each range; percent between steps; do they offer longevity pay; what is the specific salary range for each matched position; are step increases time or performance/merit based; if time based, what is the timing based on; if performance or merit based, how is that established?
  - **Performance/Merit Program** – is a performance- or merit-based program offered; and, if so, what are its guidelines?
  - **Cost-of-Living-Adjustment (COLA) Inquiries** – are COLAs routinely adopted as part of the annual budget, and, if so, is the CIP-U or CPI-W used and what timeframe does it span; what percentage of the COLA is normally adopted; if an annual COLA results in a negative value, how is that handled?
  - **Automobile Allowance and Automobile Usage Inquiries** – what positions are granted an automobile allowance (and, if so, is it the same for all eligible positions or is it determined individually and by what criteria; what is the dollar amount, and what does it cover); what basis is used to determine the ordinary automobile allowance reimbursement?
  - **Contractual Position Inquiries** – contractual positions such as the city manager have a variety of conditions associated with the contract and inquiries will be tailored accordingly.
  - **Addition of Benefits into Survey Data** – certain tangible benefits such as vacation and sick leave, holidays, long- and short-term disability insurance, accidental death & dismemberment insurance, life insurance, survivor life insurance, and Health Reimbursement Account/VEBA plans, as well as intangible benefits such as flexible work schedules, virtual work assignments, lunch hour waivers, etc., may be added as part of the survey as directed by the city manager. Medical insurance benefits, because of rapidly changing regulations, will be surveyed as deemed necessary by the city manager.
6. **Review of Survey Results** – survey results will be reviewed by the city manager and the management team before presentation to the employees. The department director may challenge survey results, as they deem necessary. Employees, additionally, may challenge survey results through their supervisor and department director.
7. **Implementation of Survey Results** - the personnel manager and the finance department will, together, determine the financial impact of implementing changes based on survey results and provide that data to the city manager. Based upon the city’s budget and economic forecasts, an implementation plan will then be developed, if and as directed by the city manager, as part of the annual budget process and will be subject to the city council’s approval. If 100% implementation during one budget cycle is not in the best financial interests of the city, then an across-the-board incremental implementation plan over the course of multiple years will be proposed. During particularly poor economic conditions, an implementation plan may be suspended until it is deemed feasible.

- (C) **Cost-of-Living Adjustments (COLAs)** – as part of the annual budget process, the finance department includes the budgetary cost impact for salary adjustments as a result of adopting 100% of the previous year’s June to June Consumer Price Index for Urban Wage Earners & Clerical Workers, all items (CPI-W), for the Seattle-Tacoma-Bremerton Index. Also included as part of the budget process is a Decision Card giving the City Council the option to eliminate adoption of the COLA. Upon adoption of a COLA, all ranges in the city’s salary schedule are adjusted by the applicable percent of change in the CPI-W, and affected employee salaries are adjusted proportionately, starting with the first full pay period of the new calendar year. In the case of a negative COLA occurring for the applicable time period, the amount of the negative COLA(s) will be accumulated and subtracted from the next positive COLA; no interim salary range or salary reductions will be made.

### (3) **Tangible Benefits**

The term “tangible benefits” is defined as those benefits, in addition to salary, that are normally quantifiable in terms of a dollar value. Tangible benefits currently offered include the city’s merit award programs, employee development, insurance benefits, paid holidays, and paid leave benefits.

- (A) **Merit Award Programs** - the city has two distinct merit award programs—one that is offered to all regular, benefitted full- or part-time employees and another that is offered to regular, non-benefitted part-time Aquatic Center employees. Each program is tailored to the needs of its target group. Each program rewards employees for exceptional job performance, as follows:

1. **Merit Award Program for General Employees** – at the beginning of each calendar year, three (3) merit goals are set between each eligible employee and their supervisor. Based on the collective progress made by year end toward each goal, the employee is awarded between 0 and 32 merit hours. Up to 64 hours of merit hours may be carried over from year to year. Amounts beyond that must be used by the employee by the end of the calendar year or forfeited. For additional information, see Personnel Procedure HR-2.5, “General Employee Merit Award Program,” (Exhibit 2).
2. **Merit Award Program for Aquatic Center Part-time, Non-benefitted Employees** – eligible employees either earn or lose points for specific professional behaviors that are tracked on a monthly basis by the supervisor. The employee with the highest number of accumulated points at each month’s end is awarded a \$25 gift certificate at the following month’s division staff meeting. Additionally, an Aquatic Center celebratory merit event is held at the end of each year to further elevate employee morale and camaraderie by reiterating the group’s achievements in a social setting. For additional information, see Personnel Procedure HR-5.0, “Aquatic Center Part-time, Non-benefitted Employee Merit Award Program,” (Exhibit 3).

- (B) **Employee Development** - The city encourages efficiency, engagement, motivation and retention among its employees by supporting advancement of employees who demonstrate the willingness and ability not only to efficiently and effectively perform the duties assigned to them, but to also continue to grow in ways needed and determined by the city. Although promotional opportunities into a supervisory or managerial position may be few in a smaller city and normally only occur as a result of a vacancy, the city understands that advancement—both economically and in job scope—is integral to employee development and retention. It is the city’s goal, therefore, that every employee (with the exception of management team members who are exempt from this program) have the opportunity to be considered for logical and systematic advancement according to knowledge, skills, ability and merit. The city encourages and supports this in two ways:

1. **Employee Training and Education** - employees are given training and educational opportunities through allowances in the city budget and the city’s Tuition Reimbursement Program, Personnel Procedure HR-4.0 (Exhibit 4). Training, educational seminars and courses are sponsored in full or in part by the city, depending on the course of study. These opportunities, in turn, may be in direct support the city’s Promotion-in-place (PiP) Program.

2. **Promotion-in-place Program** – this program gives employees (with the exception of the management team) the opportunity to move to the next higher position level—typically one in a logical job series—and consequently move into a higher salary range, without a change in core assignments or supervisory/subordinate relationships. A promotion in place is dependent on the employee attaining pre-established job criteria and approval of the Promotion-in-place Review Panel, see Personnel Procedure HR-15.0, “Promotion in Place Program,” (Exhibit 5).

**(C) Insurance Benefits**

The following insurance benefits are offered to regular, benefitted full- and part-time employees and are provided on a prorated basis in accordance with the number of hours that make up the employee’s normal work schedule (see the city’s Employee Handbook for information on proration).

1. **Medical Insurance** – the city acquires its medical insurance through the Association of Washington Cities (AWC) Employee Benefit Trust. Employees have the choice of either Regence Healthfirst or Group Health (\$10 Co-pay Plan). For either plan, the city-paid benefit is 100% of the insurance premium for the employee and 81% of the spouse and dependent premiums. The equivalent dollar amount is subject to change annually. For specific, up-to-date information, see the personnel manager or the accounting clerk. Changes to the choice of insurance may be accomplished during the open enrollment period at the end of each year by contacting the accounting clerk. To add or delete a spouse or dependent, contact the accounting clerk.
2. **Dental Insurance** – the city acquires dental insurance through the Association of Washington Cities (AWC) Benefit Trust. Employees have the choice of either Washington Dental or Willamette Dental. For either plan, the city-paid benefit is 100% of employee, spouse, and dependent premiums. Premiums are subject to change annually. For specific up-to-date information, see the personnel manager or accounting clerk. Changes to the choice of insurance may be accomplished during the open enrollment period at the end of each year by contacting the accounting clerk. Dependents may be added at the start of employment or during the annual open enrollment period.
3. **Vision Insurance** - the city also acquires vision insurance through the Association of Washington Cities (AWC) Benefit Trust. Vision insurance is provided by VSP. City-paid benefit is 100% for employee, spouse, and dependent premiums, but service is subject to a \$25 co-pay for glasses (exams are exempt from the co-pay). Premiums are subject to change annually. For specific, up-to-date information, see the personnel manager or accounting clerk.
4. **Employee Assistance Plan (EAP)** – the Employee Assistance Plan is provided as part of the medical insurance plan. It covers different services, including psychological counseling, legal assistance, and others. The benefit changes depending on either the type of service that is acquired and/or the duration of service. For more specific information, see the personnel manager or accounting clerk.
5. **Health Reimbursement Arrangement (HRA)** – the city provides each employee with an HRA Voluntary Employee’s Beneficiary Association (VEBA) account. The money deposited into this account may be used by the employee to cover unreimbursed medical expenses, either now or in the future—even after terminating employment with the city—and the employee may assign a beneficiary. The city deposits a monthly amount into each benefitted employee’s account on a monthly basis, and the employee also deposits a monthly amount. The amount of the city contribution is dependent on what is approved by the city council in the annual budget, and the amount of the employee contribution is dependent on an annual majority vote of the affected employees. Employees may withdraw funds to cover applicable unreimbursed expenses as needed.

6. **Life Insurance (employee only)** – this provides benefits to your beneficiary if you die while insured under the group policy. The city-paid benefit is 100% of the life insurance premium for the employee’s annual salary, up to \$50,000.
7. **Long Term Disability (employee only)** – this provides partial income replacement during a period of disability. The city-paid benefit is 100% of the premium
8. **Accidental Death & Dismemberment (employee only)** – this provides benefits to you or your beneficiary for dismemberment or death from accidental bodily injuries. The city-paid benefit is 100% of the premium for the employee’s annual salary, up to \$50,000.
9. **Survivor Life Insurance** – this provides monthly survivor income benefits payable after your death, provided that at least one eligible spouse or eligible child survives you. The city-paid benefit is 100% of the premium.

**(D) Paid Holidays**

The city recognizes the following 11 annual holidays (not including individually-earned merit hours noted in (3)(A), above:

1. January 1 (New Year’s Day)
2. Third Monday in January (Martin Luther King, Jr. Day)
3. Third Monday in February (Presidents’ Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. November 11 (Veterans’ Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Friday following Thanksgiving Day
10. December 25 (Christmas Day)
11. Personal Floating Holiday (scheduled at the employee’s discretion, but must be used prior to the end of the year or forfeited)

**(E) Paid Leave**

While the starting levels and accrual rates for paid leave quoted below are standard rates, on rare occasions the city manager may make exceptions to those levels, as deemed appropriate and necessary.

1. **Vacation Leave** - the city offers paid vacation leave to all regular, benefitted employees. At the start of employment with the city, employees are given credit for 25% of their previous related business experience, if applicable, which will count toward “length of service” that determines their starting vacation accrual rate. Total annual vacation accrual ranges from 12 8-hour days to 23 8-hour days for full-time employees and is pro-rated for regular part-time employees working between 30-39 hours per week or 20-29 hours per week. Accrued hours are accumulated in increments distributed equally over 26 pay periods annually. Increases to accrual rates occur each time an employee’s “length of service” reaches a new milestone, as described in the Employee Handbook, until the final milestone is reached. Accrual rates stay at that maximum level of accrual until the employee’s employment with the city terminates.
2. **Sick Leave** – the city offers paid sick leave to all regular, benefitted employees. At the start of employment with the city, employees are given a 40-hour sick leave bank. At the start of approximately their sixth month of employment, benefitted full-time employees additionally accrue 3.69 hours per pay period, which equals 96 hours annually. Accruals are pro-rated for benefitted part-time employees. See the city’s Employee Handbook, **Section 4 “Employee Benefits,”** for further details.
3. **Vacation Leave Donations** - if an employee has an extenuating circumstance requiring that they need to utilize an amount of sick leave greater than the sum of their sick leave, vacation, compensation time, floating holiday, and merit hours balances, the City Manager may authorize employees to voluntarily participate in a program that allows them to donate a portion of their

vacation leave to the employee in need. See the city's Employee Handbook, **Section 4 "Employee Benefits,"** for further details.

**(4) Intangible Benefits**

The city is aware there are benefits that are important to employees that do not necessarily have a dollar value assigned to them, which the city terms as "intangible benefits." Those benefits often center around work schedule flexibility, work/life balance, and a family-oriented culture. Accordingly, the city offers the following intangible benefits:

- (A) **Flexible Work Schedules** – a variety of flexible work schedules are offered, including 4/10 and 9/80 schedules, as well as other options, depending on the supervisor's, department director's, and city manager's approval. Unfortunately, due to the nature of some positions, the choice of a flexible work schedule may be limited or even completely unavailable. A Work Schedule Agreement (see Exhibit 6) is completed at the start of employment and thereafter as necessary. Flexibility in work schedules is always at the discretion of management, although the city tries to maintain as much flexibility as possible while still providing required levels and standards of service, as long as the requesting employee meets and maintains a level of performance that is acceptable to their supervisor.

Employees may also choose to waive their lunch break for a limited period of time when certain unusual needs dictate, such as their own or a family member's health concerns, child care, elder care, educational pursuits, etc. In these cases, the employee is required to agree to a waiver noted on the Work Schedule Agreement. A supervisor may not require an employee to waive their lunch break—a lunch break waiver is only considered if an employee initiates it of their own free will. Implementation of a voluntary lunch break waiver does not compromise a non-exempt employee's FLSA-protected status. At the expiration of an approved lunch break waiver (6 months), the employee may complete a new Work Schedule Agreement reinstating a normal lunch break schedule, or complete another work schedule that includes the lunch break waiver if extenuating circumstances continue to exist. As is the case with all flexible work schedule arrangements, approval of a lunch break waiver is at the discretion of management.

- (B) **Working Virtually** – the city strives to maintain as much flexibility as practicable as an agency that serves and, therefore, must be available to the public. While working virtually is allowed, it is only allowed within a limited or minimal context and its viability can vary widely by position. The opportunity to work virtually, therefore, may not be extended to all employees. Working virtually may prove to be of benefit to both the city and the employee under certain circumstances, including inclement weather causing unsafe driving conditions, or when an employee is in the early stages of recuperating from a communicable illness such as the common cold but feels well enough to work for a time at home by their own election. It is up to the supervisor to determine if and when working virtually may be an option for an employee.

**AUTHORITY**

The city manager or his designee shall have the authority to revise this procedure as required in order to effectively and efficiently maintain and administer the established program(s).

**EXHIBITS**

- EXHIBIT 1 – City of Covington's "Vision, Mission, and Goals" Statement
- EXHIBIT 2 – Personnel Procedure HR-2.5, "General Employee Merit Award Program"
- EXHIBIT 3 – Personnel Procedure HR-5.0, "Aquatic Employee Merit Award Program"
- EXHIBIT 4 – Personnel Procedure HR-4.0, "Tuition Reimbursement Procedure"
- EXHIBIT 5 – Personnel Procedure HR-15.0, "Promotion-in-place" Procedure
- EXHIBIT 6 – Work Schedule Agreement

## EXHIBIT 1

# CITY OF COVINGTON

*Vision, Mission and Goals*

## VISION

**Covington: Unmatched quality of life**

## MISSION

**Covington is a place where community, business and civic leaders work together with citizens to preserve and foster a strong sense of community.**

## GOALS

**Economic Development:** Encourage and support a business community that is committed to Covington for the long-term and offers diverse products and services, family wage jobs, and a healthy tax base to support public services.

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

**Youth and Families:** Provide city services, programs and facilities such as parks and recreation and human services that emphasize and meet the needs of Covington's youth and families.

**Neighborhoods:** Establish and maintain neighborhoods that offer a variety of housing options that are diverse, safe, accessible, and well-designed.

**Municipal Services:** Plan, develop, implement, and maintain high quality capital infrastructure and services that reflect the needs of a growing community.

**Customer Service:** Recruit, support, and retain a professional team of employees, volunteers, and stakeholders who offer outstanding customer service, ensure stewardship of the public's money, and promote the City.



## EXHIBIT 2



# Procedure

**SUBJECT: GENERAL EMPLOYEE MERIT AWARD PROGRAM**

*(See Personnel Procedure series HR-5.0 for the merit award program applicable to part-time Aquatic Center staff)*

<b>Department/Division:</b>  Executive/Personnel	<b>Page 1 of 3 Pages</b>	<b>PROCEDURE NO.</b>  HR-2.5
<b>APPROVED BY:</b>  Derek Matheson, City Manager	<b>EFFECTIVE DATE:</b>  01/01/12	<b>SUPERSEDES:</b>  HR-2.4

**NOTICE:** The contents of this procedure should in no manner be considered as a contract of employment. This procedure is subject to change and modification as deemed necessary. Any provision of this procedure will be superseded if in conflict with any provision of a valid and effective federal or state law.

### PURPOSE:

An Employee Performance Incentive Program consisting of a 0% to 9% award that could be re-earned annually was originally approved by the city council on February 10, 2004 through Ordinance 14-04. Awards were granted for the first time in 2006 for the previous year's performance. The award program was renamed and the award was reduced to 0% to 6% annually through Resolution 08-03 that was adopted by the city council on January 8, 2008. The program was, once again, revised through Resolution 10-06, adopted by the city council on February 9, 2010 to provide merit hours in lieu of an award when economic conditions made a monetary award fiscally impractical, if not impossible. This revision further updates the city's general employee merit award program procedure to eliminate the monetary merit award as one of two employee merit award types and, instead, stipulates merit hours as the only type of merit award that may be considered and approved by the city council during the annual budget process. (NOTE: This procedure applies to only benefitted general full-time or part-time staff. See procedure HR-5.0, "Aquatic Center Part-time, Non-benefitted Employee Merit Award Program," for the procedure specific to non-benefitted, part-time Aquatic Center staff.

### BACKGROUND:

An employee merit award program was established for all regular employees whose outstanding performance has significantly contributed to the accomplishment of the city's goals and objectives for the previous calendar year. The program was originally adopted by the city council on January 8, 2008 through Resolution 08-03. A revised version was adopted by the city council on February 9, 2010 through Resolution 10-06 that changed the means by which merit compensation is awarded from just a monetary award to either a monetary award or merit hours, depending on the form of compensation adopted by the city council as part of the annual budget process. Establishing an alternate, more affordable means of compensation was the result of a difficult economy. This latest revision, HR-2.5, however, completely eliminates the monetary award option; the merit award may now only be issued in the form of merit hours.

## **DEVIATIONS AND EXCEPTIONS:**

This revision, HR-2.5, joins the “Annual Merit Goals” form and the annual “Employee Evaluation” form into a single document, which necessitates exceptions from part or all of this procedure for the two groups of employees. Additionally, the city manager position requires different language when referring to the position’s “supervisor”. Necessary deviations and exceptions are, therefore, as follows:

- **The city manager** – for this position, references to “supervisor” are replaced by [City Council] in brackets, as shown. Additionally, while assessment of the city manager’s completed merit award goals will take place during the annual employee evaluation process as it does for other general employees, pre-establishment of the city manager’s new goals for the coming year cannot take place during the annual employee evaluation process as stipulated as the potential start date for other employees, and must be forestalled until after the city council summit takes place (typically at the end of January). The city manager’s annual merit goals form, therefore, remains separate from the city manager’s employee evaluation form. The resulting deviations noted in this procedure shall also be contained in brackets, wherever necessary.
- **The management team** – since the city manager’s pre-established goals for the year cannot be determined until the city manager’s goals are established (see above bullet), pre-establishment of the management team members’ goals may also be forestalled until that time.
- **Part-time, non-benefitted Aquatic Center employees** – Resolution 10-06 adopted on February 9, 2010 eliminated part-time, non-benefitted Aquatic Center employees from the “general employees” merit award program because the basis for establishing merit goals did not appropriately suit most Aquatic Center employees’ work assignments or schedules. Further, the merit hours award could not be applied to the non-benefitted status of the employees who make up the bulk of Aquatic Center staff. Personnel Procedure HR-5.0, “Aquatic Center Part-time, Non-benefitted Merit Award Program,” has been separately created to address the merit award needs of part-time, non-benefitted Aquatic Center employees.

## **PROCEDURE:**

### **(1) Employee Qualification Requirements**

In order to be considered for participation in the program, an employee must be a benefitted, regular full- or part-time employee working a minimum of 20 hour or more, on average, each week, unless specified otherwise in an employment contract, if applicable, and must also have been actively employed through the end of the calendar year for which the award is being considered. Exceptions to the latter condition may be made at the discretion of the City Manager, on a case-by-case basis. Qualification by an employee to be considered for participation in the program does not automatically ensure that the employee will subsequently be approved to receive an award.

### **(2) Steps to Establish and Complete Merit Award Requests**

- (a) **Pre-establishment of Merit Award Goals** - Page 6 of the Employee Evaluation + Merit Goals form (Attachment A) [or Annual Merit Goals for City Manager – (Attachment B)]

shall be initiated by the employee's supervisor [the personnel manager for the city council] during the annual employee evaluation process [not applicable to the city manager or management team members] or by the end of the first quarter of each calendar year for existing employees. For new employees hired after the first of the year, merit goal establishment will take place during the first three months of employment. This form provides documentation of the pre-establishment of merit goals established between the employee [city manager] and supervisor [city council], but at the supervisor's [city council's] discretion. This form must then be recommended for approval, if applicable, by the appropriate department head, and submitted to the city manager for final concurrence. [The mayor shall serve as the approval authority representing the city council on the pre-establishment of the city manager's merit goals.]

- (b) Processing of the Completed Merit Award Form** – During the annual employee evaluation process, to be completed by the end of January or very soon thereafter, the supervisor [mayor] will document on the pre-approved Annual Merit Goals form, noted in Section (2)(a), above, the quantity of the employee's performance that has contributed to the achievement of the stated goals. To facilitate a fair process, a merit award form will be submitted for every regular employee covered by this procedure, in order to demonstrate whether or not the employee qualifies to receive an award. It shall be the responsibility of the employee's supervisor [personnel manager on behalf of the city council] to maintain or acquire a record from the employee that is sufficient to document how the employee's performance contributed to the achievement of the pre-established merit goals. All three merit goals will be equally weighted. To calculate the award value percentage for each of the merit goals, the number of goals that reached each of five 25% completion increments (0%, 25%, 50%, 75% and 100%) will be multiplied by the score assigned to each increment. The aggregate score of all three goals divided by 3 will be converted to a corresponding number of merit hours, awarded as follows: 0 equals no hours; 1 equals 8 hours; 2 equals 16 hours; 3 equals 24 hours; and 4 equals 32 hours. Eligible full-time employees will be awarded the full amount of hours as calculated, while the amount of hours awarded to eligible part-time employees will be pro-rated based on the percentage of their normal annual part-time work schedule compared to a normal annual full-time schedule (2,080 hours). The merit award form must subsequently be submitted by each eligible employee's supervisor [city council] as part of the year-end employee evaluation form for approval by the appropriate department head, if applicable, and submitted to the city manager for final concurrence prior to processing of award requests. [The mayor shall serve as the approval authority representing the city council on the form processed for the city manager.]
- (c) Processing of Complete Merit Award Requests** - By January 30 of the year following goals completion, or very soon thereafter, all supervisors [the mayor] shall submit their [the city council's] requests for merit award compensation for the previous year to the city manager [personnel manager for processing] for his/her review as part of the completed employee evaluation.

By February 28 of the year following goals completion, the city manager shall complete the review of all requests for merit hour awards for the previous calendar year. The personnel manager will provide the necessary data to the finance department for processing of the award.

By March 30 of the year following goals completion, the finance department shall complete the award process so that awarded hours will be appropriately documented in the employee's leave balance.

- (d) Authority** – The city manager or his designee shall have the authority to adopt and revise administrative policies and procedures as required in order to effectively and efficiently maintain and administer the established program.

**ATTACHMENTS:**

Attachment A, "Employee Evaluation + Merit Goals" form

Attachment B, "Annual Merit Goals for City Manager" form

**ATTACHMENT A**



**Employee Name:** -Employee Evaluation + Merit Goals for Year 2012

**Job Title:**

**Checklist**

**REVIEW TYPE:** (CHECK ONE)     **SPECIAL**     **3-MONTH**     **6-MONTH**     **ANNUAL**

**ATTACH THE FOLLOWING:** (PRIOR TO DELIVERING EVALUATION TO PERSONNEL)

*Employee's Self Evaluation (Applicable to ALL employees)*

*Updated Job Description*    **OR**     *Current Job Description is ON FILE and needs no update*

**Is driving an essential function of the position?:**     **NO**     **YES**—If “yes,” ***THEN:***

*Newly-signed Vehicle Usage Agreement (VUA) is attached; **OR***

*Newly-signed Vehicle Usage Agreement (VUA) is not yet required (i.e., has been completed in last several months due to employee being a new hire. If in doubt, contact the Personnel Division).*

**COMPLETE PERFORMANCE FACTORS AND CRITERIA SCORES** – starting on page 2

**COMPLETE SCORING SUMMARY (BELOW) FOR PERFORMANCE FACTORS AND CRITERIA:**

*(Insert average scores below from noted sections of the completed evaluation)*

<b>Performance Categories</b>	<b>Occurrences from each Section x Score</b>		<b>Total Score</b>
Marginal	0	x 1	0
Adequate	0	x 2	0
Competent	0	x 3	0
Commendable	0	x 4	0
Outstanding	0	x 5	0
<b>TOTAL SCORE</b>			0
<b>NON-Supervisory Average</b> <i>(Total Score / 20)</i>			<b>0.0 *</b>
<b>SUPERVISORY Average</b> <i>(Total Score / 25)</i>			<b>0.0 *</b>

\* A minimum score of 3.0 must be achieved with no “marginal” ratings to be eligible for merit award hours.

**COMPLETE SUPERVISOR COMMENTS** – page 7

**HOLD EVALUATION MEETING WITH EMPLOYEE and COMPLETE:**

- Employee achievement of current year’s merit goals (pg. 5)
- Establishment of coming year’s merit goals (pg. 6)
- Post-meeting evaluator and employee signatures (below)

**FILL IN MERIT HOURS EARNED** per table on page 5: \_\_\_\_\_ HOURS

**RECEIVE EMPLOYEE COMMENTS BACK WITHIN 7 CALENDAR DAYS** – page 8

**ROUTE COMPLETED EVALUATION (HR will provide fully-executed copies to supervisor and employee)**

<b>SUPERVISOR/ EMPLOYEE EVALUATION MEETING SIGN-OFF</b>		<b>POST-EVALUATION-MEETING REVIEW</b> <i>(Initial after Employee Comments have been completed)</i>			
(1) Evaluator	(2) Employee	(3) Spvr./Mgr	(4) Dept Head	(5) HR Mgr.	(6) City Mgr.
_____ <i>(Signature)</i>	_____ <i>(Signature)</i>	_____ <i>(Initials)</i>	_____ <i>(Initials)</i>	_____ <i>(Initials)</i>	_____ <i>(Initials)</i>
_____ <i>(Date of Meeting)</i>	_____ <i>(Date of Meeting)</i>	_____ <i>(Date)</i>	_____ <i>(Date)</i>	_____ <i>(Date)</i>	_____ <i>(Date)</i>

**RATINGS TO BE USED IN SCORING THE INDIVIDUAL CRITERIA ON THE FOLLOWING PAGES ARE DEFINED AS FOLLOWS:**

- Marginal** = Performance is below expectations and requirements; does not fulfill minimum requirements.
- Adequate** = Performance is usually consistent with minimum requirements of position. Deficiencies, if existing, are relatively minor.
- Competent** = Performance consistently meets expected standard and requirements of position.
- Commendable** = Performance is consistently above what is required.
- Outstanding** = All aspects of performance consistently and significantly exceed requirements of position.

<b>PERFORMANCE FACTORS AND CRITERIA</b> <i>(Check one rating that best describes employee's performance in each area)</i>	<b>Marginal</b>	<b>Adequate</b>	<b>Competent</b>	<b>Commendable</b>	<b>Outstanding</b>
(1) <b>ACCOUNTABILITY:</b> Willingness to accept responsibility for their work product, including quality, quantity, and timeliness. Acknowledges and takes responsibility as appropriate and does not try to pass the blame onto others or compare self with others when things go wrong.	<input type="checkbox"/>				
(2) <b>ACCURACY:</b> Extent to which attention is given to detail in order to deliver a correct and error-free work product. Initiates a self check on the quality of the work before passing it along. Produces an error-free product without unnecessary assistance.	<input type="checkbox"/>				
(3) <b>ADAPTABILITY/FLEXIBILITY:</b> Positively adapts their way of working or thinking in response to changing workplace conditions. Fits into a changing working environment (may include changes to the organization, to the job description, to policies and procedures, to the physical space, etc). Responds well to new information or unexpected obstacles.	<input type="checkbox"/>				
(4) <b>ANALYTICAL ABILITIES / JUDGMENT:</b> Forms sound opinions and selects effective course of action by evaluating available information. Works with raw and/or complex data to develop meaningful conclusions.	<input type="checkbox"/>				
(5) <b>PROFESSIONALISM:</b> Responsive and cooperative. Focused on the best interests of the city. Remains appropriately positive even in difficult times; promotes good morale among co-workers. Promotes the organizational culture and its policies in a positive light; or, if a change is desired, appropriately and respectfully questions practices and suggests changes.	<input type="checkbox"/>				
(6) <b>AUTONOMY:</b> Completes assigned tasks without undue supervisory oversight. Able to distinguish when it is or isn't necessary or appropriate to work with others as a team or seek advice/direction from a supervisor. Consistently self-directed in completing responsibilities.	<input type="checkbox"/>				
(7) <b>COMMUNICATION, VERBAL:</b> Communicates with economy and clarity, actively engages in conversations in order to clearly understand another's message and intent, and appropriately receives and processes feedback. Does well in conveying their message and in listening to responses in order absorb information.	<input type="checkbox"/>				
(8) <b>COMMUNICATION, WRITTEN:</b> Writes concise, clear memoranda, letters, reports, procedures, policies, articles, or e-mails, including proofing and editing. Written communications are consistently clear, error-free, and well-formatted.	<input type="checkbox"/>				
(9) <b>CUSTOMER SERVICE:</b> Effectively serves external and internal customers by making an effort to understand the customers' concerns, viewpoints and objectives; responds and follows up in a timely fashion; builds customer trust in information received. Maintains professional, calm demeanor in the face of conflict while exercising effective conflict resolution skills.	<input type="checkbox"/>				
(10) <b>DEPENDABILITY:</b> Reliably adheres to their word in fulfilling their assigned responsibilities or work-related promises. Provides appropriate advance notification and follows up when a work-related schedule or promise will not be met.	<input type="checkbox"/>				

(11) <b>GOAL ORIENTATION:</b> Keeps focused on the task or objective and performs in accordance with clear expectations and goals. Able to focus and work toward the end result and, if necessary, keeps others on task.	<input type="checkbox"/>				
(12) <b>INITIATIVE:</b> Takes steps to address, investigate, and solve an issue without undue prompting; self-motivated. Independently addresses new issues or exhibits additional effort to thoroughly explore issues without being coaxed to complete the next steps. Able to provide own incentives to complete tasks and to perform successfully.	<input type="checkbox"/>				
(13) <b>INTEGRITY:</b> Acts in a straightforward and just manner, free from deception, and gains trust by keeping the confidences of others. Displays high standards of ethical conduct and understands the impact of violating these on organization, self and others. Includes demonstrating loyalty to and alignment with the direction of their supervisor, established policies, and organizational goals. Straightforward, truthful, fair and appropriately loyal.	<input type="checkbox"/>				
(14) <b>INTERPERSONAL SKILLS:</b> Ability to develop and maintain positive working relationships and demonstrate cooperativeness toward others; works well on teams. This includes temperament, tolerance and respect for the rights and opinions of others, patience and approachability. Reaches out to others to collaborate; shares information.	<input type="checkbox"/>				
(15) <b>JOB KNOWLEDGE:</b> Consistently executes the responsibilities and tasks of assigned position in an efficient and accurate manner. Demonstrates clear understanding and use of knowledge acquired through formal training or extensive on-the-job experience, and ability to effectively understand and evaluate job-related information. Effectively uses necessary electronics, tools or equipment to successfully perform duties and responsibilities. Well-versed in the knowledge, skills and abilities necessary to successfully fulfill requirements of their position.	<input type="checkbox"/>				
(16) <b>ORGANIZATION:</b> Ability to be structured and methodical in thought processes, production of a work product, and in the work environment. Maintains a disciplined, orderly and logical work style, work product, and work environment.	<input type="checkbox"/>				
(17) <b>ORGANIZATIONAL CULTURE:</b> Supportive of the city's staff-oriented policies and practices. This may be demonstrated in participation in and/or support/reinforcement of the city's wellness program, as well the employee recognition program. Willingly volunteers for or participates in city committees as assigned, when workload allows.	<input type="checkbox"/>				
(18) <b>PROBLEM SOLVING:</b> Ability to recognize best courses of action to handle problems or potential problems, and apply contingency plans to solve those problems. How effectively can employee think through a problem and develop a realistic and workable solution?	<input type="checkbox"/>				
(19) <b>WORK HABITS:</b> Includes attendance, punctuality, compliance with instructions, demeanor, attitude, observance of established rules and policies, including safety. Employee is conscientious about presenting self as a professional.	<input type="checkbox"/>				
(20) <b>WORKING UNDER PRESSURE/DEALING WITH JOB-RELATED STRESS:</b> Ability to maintain professional composure and continue to be productive when exposed to stress or high pressure situations in workplace.	<input type="checkbox"/>				
<b>TOTAL NUMBER OF RATINGS IN EACH COLUMN</b>					

➤ *If employee is not a supervisor, please transfer above totals to the Scoring Summary on the cover sheet and then continue with Merit Goals on page 3,*

**OR**

➤ *if employee IS a supervisor, complete additional supervisory performance factors on the next page.*



**Please rate performance factors 20-25 ONLY when the employee's position is considered to be supervisory in nature:**

<p><b>(21) LEADERSHIP – PART I:</b> Ability to be appropriately assertive, as well as motivate and guide others to ensure performance in accordance with clear expectations. This includes consistently demonstrating decisiveness in day-to-day actions, taking unpopular positions when necessary, facing adversity head on, but also having the ability to promote a team spirit. How comfortable is this supervisor with making decisions, setting an example, communicating clear expectations to others, and generating respect for the city's culture?</p>	<input type="checkbox"/>				
<p><b>(22) LEADERSHIP – PART II:</b> Ability to maintain employee morale and motivation, thus increasing workplace harmony and employee retention. How well does this supervisor oversee the development of their staff through appropriate and timely training/mentoring, particularly to prepare them for the city's Promotion in Place program? Does supervisor adequately recognize their staff through the use of the city's Employee Recognition Program (including timeliness and frequency)? <i>(Note that this requires more active promotion and participation than that specified by No. 17 – Organizational Culture, above.)</i></p>	<input type="checkbox"/>				
<p><b>(23) MANAGERIAL SKILLS :</b> Ability to effectively distribute and manage the workload of your division or department and provide ongoing guidance and positive reinforcement to continuously improve performance and achieve desired outcomes. Includes consistent and timely evaluation and feedback to staff; sharing and/or appropriately delegating power and authority; instituting corrective and/or progressive disciplinary actions to modify/improve inappropriate behavior or performance; ensuring staff are properly selected, utilized, appraised and treated fairly. How well does supervisor select and evaluate their staff, address/improve behavior, and delegate authority?</p>	<input type="checkbox"/>				
<p><b>(24) STRATEGIC PLANNING:</b> Strategic planning is the ability to maintain a broad perspective on the issues facing the City, anticipate future consequences and trends, and create or contribute to improvement strategies and plans. This also includes taking the time to gather enough information to make sound, well-informed decisions for larger issues (including the effect on available resources and expenditures), as well as taking into account long term effects of many types on the City (e.g., effect on morale, appearance to the public, etc.). How well does this supervisor see how issues affect larger picture and consequently make sound decisions that take into account the variety of long-term effects on the organization?</p>	<input type="checkbox"/>				
<p><b>(25) CONFLICT MANAGEMENT:</b> Conflict management is the ability to effectively manage and resolve conflicts and confrontations, both intra- and inter-departmental, in a positive and constructive manner to minimize adverse impact on the City's operations. How willing and effective is this supervisor in fostering harmonious working relationships on all levels, in order to ensure an effective and pleasant workplace?</p>	<input type="checkbox"/>				
<p><b>TOTAL NUMBER OF SUPERVISORY RATINGS #21-25 IN EACH COLUMN</b></p>					
<p><b>TOTAL NUMBER OF RATINGS #1-#20 FROM PAGE 3, ABOVE</b></p>					
<p><b>TOTAL NUMBER OF RATINGS FOR THIS SUPERVISOR</b></p>					

**THIS PAGE INTENTIONALLY LEFT BLANK  
SO THAT IT MAY BE SUBSTITUTED  
WITH THE COMPLETED ORIGINAL GOALS FORM  
FOR THE CURRENT YEAR  
AS PAGE 5**

**ANNUAL MERIT GOALS: Employee Name** \_\_\_\_\_ **For Year** \_\_\_\_\_

This is an:  Original Submission of Goals  Submission of Substitute Goal(s)

**Reason for substitution:** \_\_\_\_\_

The following goals have been established for the appraisal year noted above, and deemed to be realistically attainable based on forecasted work plans/workloads. If an established goal becomes unattainable due to circumstances beyond the employee's control, a substitute goal must be established and approved as soon as practicable. At year end, two original forms must be submitted with employee's evaluation—completed current year's goals & proposed coming year's goals.

<b>ANNUAL MERIT GOALS</b>					
<i>If submitting substitute goal(s)—see not above this table, only fill in goal(s) box(es) for goal number(s) being replaced.</i>					
	0% or Minimal Amt. Complete	Substantial Start - @ 25% Complete	Half Complete - @ 50% Complete	Mostly Complete - @ 75% Complete	Complete
(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTAL NUMBER OF RATINGS IN EACH COLUMN</b>					

<b>APPROVAL ROUTING FOR NEWLY-ESTABLISHED OR SUBSTITUTED GOALS</b>					
Supervisor Goal Acknowledgment	Employee Goal Acknowledgment	Spvr/Mgr	Dept Head	HR Mgr.*	City Mgr.
_____ (Signature)	_____ (Signature)	_____ (Initials)	_____ (Initials)	_____ (Initials)	_____ (Initials)
_____ (Date)	_____ (Date)	_____ (Date)	_____ (Date)	_____ (Date)	_____ (Date)

\* HR retains original form after sign-off is complete and supplies copies to supervisor & employee. Original is returned to supervisor at year-end.

Completion Rating	Total Occurrences from Above	x Score	Total Score	<b>Merit Hours Award Score Equivalency:</b> [NOTE: Merit award eligibility is based on a total average score of 3 or higher on the year-end employee evaluation, with no "marginal" ratings.]  0 = No Merit Hours Awarded 1 = 8 Merit Hours Awarded 2 = 16 Merit Hours Awarded 3 = 24 Merit Hours Awarded 4 = 32 Merit Hours Awarded
0% to Minimal Completed	0	x 0		
@ 25% Completed	0	x 1		
@ 50% Completed	0	x 2		
@ 75% Completed	0	x 3		
Completed	0	x 4		
<b>TOTAL SCORE</b>				
<b>Merit Hours Award Score (Total / 3)</b>				

*Supervisor's Comments:*

**Employee's Comments:** *(Employee comments should be supplied within 7 days of receipt of evaluation)*

**ATTACHMENT B**

**ANNUAL MERIT GOALS FOR CITY MANAGER** \_\_\_\_\_ **for** \_\_\_\_\_   
 (City Manager's Name) (Year)

**This is an:**     Original Submission of Goals     Submission of Substitute Goal(s)

**Reason for substitution:** \_\_\_\_\_

*The following goals have been established for the appraisal year noted above, and deemed to be realistically attainable based on forecasted work plans. If an established goal becomes unattainable due to circumstances beyond the city manager's control, a substitute goal should be established and approved as soon as practicable.*

<b>ANNUAL MERIT GOALS</b>									
<i>If submitting substitute goal(s)—(see note above this table), only fill in goal(s) box(es) for goal number(s) being replaced.</i>									
	0% or Minimal Amt. Complete	Substantial Start - @ 25% Complete	Half Complete - @ 50% Complete	Mostly Complete - @ 75% Complete	Complete				
<b>(1)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<b>(2)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<b>(3)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<b>TOTAL NUMBER OF RATINGS IN EACH COLUMN</b>					<input type="checkbox"/>				

<b>VERIFICATION OF ESTABLISHMENT AND COMPLETION</b>				
Council Adoption Date	Mayor's Verification Of Established Goals	City Manager's Acknowledgment	Mayor's Verification Of Goal Completion	To HR Mgr*
_____ <i>(Council Meeting Date)</i>	_____ <i>(Mayor's Signature)</i> _____ <i>(Date)</i>	_____ <i>(City Manager's Signature)</i> _____ <i>(Date)</i>	_____ <i>(Mayor's Signature)</i> _____ <i>(Date)</i>	_____ <i>(Initials)</i> _____ <i>(Dates)</i>

Completion Rating	Total Occurrences from Above	x Score	Total Score	<b><i>Merit Hours Award Score Equivalency:</i></b> [NOTE: Merit award eligibility is based on a total average score of 3 or higher on the year-end employee evaluation, with no "marginal" ratings.]  0 = No Merit Hours Awarded 1 = 8 Merit Hours Awarded 2 = 16 Merit Hours Awarded 3 = 24 Merit Hours Awarded 4 = 32 Merit Hours Awarded
0% to Minimal Completed	0	x 0		
@ 25% Completed	0	x 1		
@ 50% Completed	0	x 2		
@ 75% Completed	0	x 3		
Completed	0	x 4		
<b>TOTAL SCORE</b>				
<b>Merit Hours Award Score (Total / 3)</b>				

*\* Personnel Manager retains original form after sign-off is complete*



### EXHIBIT 3

# Procedure

**SUBJECT: AQUATIC CENTER PART-TIME, NON-BENEFITTED EMPLOYEE MERIT AWARD PROGRAM**

*(See Personnel Procedure series HR-2.0 procedures for the merit award program applicable to general staff)*

**Department/Division:**  
Executive/Personnel

Page 1 of 2 Pages

**POLICY NO.**  
HR-5.0

**APPROVED BY:**

**EFFECTIVE DATE:**

**SUPERSEDES:**

Derek Matheson, City Manager

1/01/12

N/A

**NOTICE:** The contents of this procedure should in no manner be considered as a contract of employment. This procedure is subject to change, modification or deletion as deemed necessary.

**PURPOSE:**

The city’s Employee Merit Award Program was originally adopted by the City Council on January 8, 2008, through Resolution 08-03. At the time, all regular full- and part-time employees were included in the program. However, after administering the program in 2008 and 2009, difficulty was experienced in setting relevant merit award goals for non-benefitted part-time employees working less than a minimum of 20 hours per week on average, thus creating a significant administrative burden that resulted in minimal return for the city as well as usually a very nominal award for affected employees. On February 9, 2010, the City Council revised the original merit award program through Resolution 10-06 to apply only to benefitted, regular full- or part-time employees working a minimum of 20 hours or more, on average, each week. This revision had the effect of excluding regular part-time Aquatics staff, since they work less than the required minimum 20 hours on average each week.

The City of Covington, however, is just as committed to attracting and retaining a skilled, motivated, and cohesive workforce in the Aquatic Center as it is in its remaining employee population. The purpose of this procedure, therefore, is to establish a merit award program that is relevant to the amount of hours worked on average each week by the part-time Aquatic Center staff and which may be efficiently administered.

The performance attributes that are most enhanced through the Aquatics Center merit award program include not only the maintenance of necessary certifications, but behavioral attributes and clerical functions that support administrative efficiency and allow for seamless customer service. Additionally, the annual, year-end merit event is designed to further elevate employee morale and camaraderie by reiterating the group’s achievements in a social setting.

Finally, this is a program that remains viable and affordable during difficult economic times. However, execution of all or part of this procedure on a monthly or annual basis is dependent on budgetary considerations and the Parks & Recreation Director’s approval.

**PROCEDURE:**

**Program Overview :**

In order to be considered for participation in monthly merit award program, an Aquatic Center employee must be a regular part-time employee working less than 20 hours, on average, each week. An Aquatic Center regular employee that works 20 hours or more, on average, each week is covered by procedure HR-2 Employee Merit Award Program. Qualification by an employee to be considered for participation in the program does not ensure that the employee will subsequently qualify to receive an award.

The year-end recognition event is open to all Aquatic Center employees and relevant City management.

**Monthly Merit Award Program Instructions :**

Aquatic center supervision will maintain a departmental Excel spreadsheet to track individual employee points. Qualifying employees will be awarded or subtracted points on a monthly basis for the following areas:

<b>Awarded One (1) Point for Each Occurrence:</b>	<b>Subtracted One (1) Point for Each Occurrence:</b>
Accepting a substitute shift request	Requiring a substitute to cover a shift
Completing a timesheet on time	Completing a timesheet late
Completing a timesheet correctly	Completing a timesheet incorrectly
Attending an in service training session	Missing an in service training session
Timely maintenance of acquired certifications (1 pt. per certification)	Not maintaining acquired certifications on time (1 pt. per certification)

The employee with the highest positive score will be awarded an Employee of the Month printed certificate and a \$25 gift certificate to a Covington business of their choice.

In the case of tie scores between two (2) or (3) employees, all employees will receive the above-noted certificates. In case of tie scores between four (4) or more employees, two (2) names will be drawn.

**Year-end Aquatic Center Celebratory Merit Event**

All Aquatic Center employees and relevant management will be invited to attend a City-sponsored informal dinner event at a local restaurant providing a cost-effective menu. The dinner may take place in a venue that allows inclusion of an appropriate activity such as bowling. The cost will be borne by the City, with the exception of alcoholic beverages. An approximate expenditure of \$50 to \$75 will be allowed for several small employee awards and tokens of appreciation, while two to three \$20 gift cards will be provided to Aquatic Center staff who must forfeit attendance at the event in order to staff the Aquatic Center during the event time.



# Procedure

<b>SUBJECT: TUITION REIMBURSEMENT PROGRAM</b>		
<b>Department/Division:</b> Executive Department/Personnel Division	<b>Page 1 of 2 Pages</b>	<b>PROCEDURE NO.</b> HR-4.0
<b>APPROVED BY:</b> Bob White, Interim City Manager	<b>EFFECTIVE DATE:</b> 10/01/06	<b>SUPERSEDES:</b> Not Applicable

**NOTICE:** The contents of this procedure should in no manner be considered as a contract of employment. This procedure is subject to change and modification as deemed necessary. Any provision of this procedure will be superseded if in conflict with any provision of a valid and effective federal or state law.

## PURPOSE:

The city encourages training and educational opportunities for all employees in order that employees remain up-to-date in their knowledge and also so services rendered by the city will continue at an optimum level.

## PROCEDURE:

Following is the criteria that must be met in order to qualify for training or tuition reimbursement:

### **(1) City-sponsored or Mandatory Training**

City-sponsored and mandatory training shall generally be arranged during regularly scheduled work hours and paid as regular work hours by the city. The department head may change the standard work hours to accommodate or require attendance at such training activities. If this is not possible or practical, such city-sponsored or mandatory training will be subject to overtime provisions for non-exempt employees.

### **(2) Voluntary Education and Training**

Employees are encouraged to continue their formal education through participation in off-duty/non-working hours educational programs. Reimbursement for tuition expenses incurred by such participation may be granted for job-related courses with prior approval of the supervisor and the city manager by submission and approval of an "Application for Tuition Reimbursement," (Attachment A) no later than June 30<sup>th</sup> of the year prior to the year when classes will be taken to allow time for the city to appropriate funds in the coming fiscal year budgetary process. Consideration of employee requests for tuition reimbursement is dependent upon budgetary constraints and the recommendation of the employee's department head.

#### **(A) Employment Criteria**

1. Tuition reimbursement is generally available to only those employees who have successfully completed the designated introductory period.
2. Part-time employees receive tuition reimbursement pro-rated, based on the number of hours in their regularly scheduled work week.

#### **(B) Course Criteria**

1. Course must closely relate to the employee's current position or potential and realistic promotional opportunities for the employee within the city.

2. In cases of degreed programs, only “core” courses that directly relate to the degree will be covered, but elective classes not directly pertaining to the individual will not.
3. Courses eligible for tuition reimbursement must be offered by accredited colleges, universities, professional, technical or clerical schools or institutes, adult education, or home study programs (including distance learning).

**(C) Course Attendance**

1. Every effort should be made for time spent in attendance at these courses to be on the employee’s personal time and not counted as time worked.
2. If attendance at a course that meets the city’s requirements is required during normal working hours due to limited course instruction times, then a Work Schedule Agreement must be agreed to by the employee, employee’s department head, personnel manager and the city manager that allows the employee to make up the missed work time during hours outside the employee’s normal work schedule.
3. The department head may deny the request if, in taking the course, the employee would require an irregular work schedule which would unduly interfere with the employee’s workload.

**(D) Reimbursement Criteria**

1. Only the courses fitting the above course criteria are eligible for reimbursement. No reimbursement will be allowed for books, lab fees, travel expenses, or material costs.
2. Reimbursement shall occur only after successful completion of the course/program, upon presentation of a fully signed and executed Claim for (Travel) Expenses (Attachment B) accompanied by a receipt for tuition and copy of the grade report or equivalent documentation of successful course completion, submitted within 60 days following the completed course of study. (NOTE: Although the form stipulated “Travel” expenses, it is also used for reimbursement of educational expenses.)

Successful completion shall be defined as receipt of a certificate of satisfactory completion or a grade of C (2.0 grade point) or better, in the case of academically-rated courses, or attainment of “Pass” in a “Pass/Fail” grading system.

**(E) Payback Provision for City-paid Tuition Expenses** *(Note: This Payback Provision is only in effect for credits earned after the adoption of Revision 2 of the Employee Handbook per Resolution 07-12 on February 27, 2007)*

Employees are responsible for repayment of tuition expenses due to **voluntary separation or termination for cause** earlier than 3 years following the completion of any classes, in accordance with the following repayment schedule:

- Less than 1 year of consecutive employment: 75%
- Subsequent to 2 years of consecutive employment: 50%
- Subsequent to 3 years of consecutive employment: 25%
- Subsequent to 4 years of consecutive employment: 0%

If the employee has earned less than ½ of a planned degree, the above payback provision does not apply if the employee has made a good faith effort to attend classes, but is unable to do so for more than one year due to the city’s budgetary restrictions. If the employee has completed more than 50% of a degree, the payback schedule still applies.

**ATTACHMENTS:**

- Attachment A, “Application for Tuition Reimbursement”
- Attachment B, “Claim for (Travel) Expenses”



# City of Covington Application for Tuition Reimbursement

Name: \_\_\_\_\_ Hire Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Dept./Div. \_\_\_\_\_

**SECTION A:**

Degree and major being pursued: \_\_\_\_\_

Institution of study: \_\_\_\_\_

Required Credits for Program: \_\_\_\_\_ Anticipated Date of Degree Completion: \_\_\_\_\_

List Program-Required (PR) and Anticipated Elective (E) Courses:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

How does this degree relate to your current job or possible promotion: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How does this degree benefit the City of Covington in relation to your current or future job goals, particularly as established by the City? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION B: *Must be completed each year for the upcoming year's budget.***

Classes to be completed in the upcoming year: *(Use back of sheet if additional space is required)*

<u>Course No. &amp; Title</u>	<u>Quarter</u>	<u># Credits</u>	<u>\$/Credit</u>	<u>Cost</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total anticipated cost for upcoming fiscal year.....\$ \_\_\_\_\_

***Employee Acknowledgment:***

I have read and understand the Payback Provision for City-paid Tuition Expenses contained in the City's Personnel Policy No. 4 – Tuition Reimbursement Policy, which states that if I separate from service from the City within certain timeframes as set out by the policy, I will be responsible for repayment of tuition expenses based upon the repayment schedule.

Upon completion of the course, I will submit a fully-executed and signed Claim for Expenses with a receipt for tuition and a copy of the grade report or other appropriate documentation to the Personnel Manager for processing of the reimbursement within 60 days of completion of the applicable course.

\_\_\_\_\_  
Employee Signature \_\_\_\_\_  
Date

Department Head Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Department Head Signature \_\_\_\_\_  
Date

Personnel Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Personnel Manager Signature \_\_\_\_\_  
Date

City Manager Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED**

**DENIED**

\_\_\_\_\_  
City Manager's Signature \_\_\_\_\_  
Date

# ATTACHMENT B

## City of Covington

### Claim for Travel Expenses Report

**PART I: TRAVEL AUTHORIZATION**

**BARS:**

NAME AND TITLE						TOTAL TRIP COST (Estimate)	
DESCRIPTION, LOCATION, AND PURPOSE OF TRAVEL							
DATES & TIMES OF TRAVEL (BEGIN & END)				PROGRAM DATES & TIMES (BEGIN & END)			
ADVANCE?	ADVANCE AMOUNT	DATE NEEDED	DEPT HEAD APPROVAL	DATE	CITY MANAGER APPROVAL	DATE	

**PART II: ADVANCED PAYMENT**

I hereby certify that I received the sum of \$\_\_\_\_\_ as an advance for the purpose listed above. I understand that any portion of this advance not used for this purpose will be required to be refunded by me, and if deemed by the City, may be deducted from my pay. Settlement of this advance must be made within 15 days following close of the travel.

\_\_\_\_\_  
EMPLOYEE SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_  
CHECK NO.

**PART III: ITEMIZE EXPENSES BELOW**

1. INCLUDE ALL EXPENSES, INCLUDING ANY PREPAID EXPENSES.
2. EXPENSES ARE NOT ALLOWED FOR EMPLOYEE'S FAMILY AND SHOULD NOT APPEAR ON THIS REPORT.
3. ATTACH RECEIPTS/INVOICES FOR TRANSPORTATION, LODGING, REGISTRATION FEES, AND MISCELLANEOUS ITEMS, ETC.

DATE											TOTAL
HOTEL											
BREAKFAST											
LUNCH											
DINNER											
# MILES DRIVEN											
REGISTRATION											

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof. (Attach all receipts.)

\_\_\_\_\_  
EMPLOYEE SIGNATURE \_\_\_\_\_  
DATE

CERTIFICATION: I, 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 claim is a just due and unpaid obligation against the CITY OF COVINGTON and that I am authorized to authenticate and certify to said claim.

\_\_\_\_\_  
AUDITING OFFICER \_\_\_\_\_  
DATE

TOTAL TRIP EXPENSES  
LESS ADVANCES (PART II)

PREPAID ITEMS (PART IV)

BALANCE DUE TO CITY

RECEIPT NUMBER

**OR**

TOTAL DUE EMPLOYEE

CHECK NUMBER/DATE


**PART IV: RECONCILIATION OF PREPAID AMOUNTS (Finance Department Use Only)**

DATE	CHECK NO	PO NO.	VENDOR	PURPOSE	AMOUNT
TOTAL PREPAID EXPENSES					



# Procedure

<b>SUBJECT: PROMOTION-IN-PLACE PROGRAM (PiPP)</b>		
<b>Department/Division:</b> Executive/Personnel	<b>Page 1 of 2 Pages</b>	<b>PROCEDURE NO.</b> HR-15.0
<b>APPROVED BY:</b> Derek Matheson	<b>EFFECTIVE DATE:</b> January 1, 2012	<b>SUPERSEDES:</b> N/A

**NOTICE:** The contents of this procedure should in no manner be considered as a contract of employment. This procedure is subject to change and modification as deemed necessary. Any provision of this procedure will be superseded if in conflict with any provision of a valid and effective federal or state law.

## PURPOSE:

The City encourages efficiency, engagement, motivation and retention among its employees by supporting advancement of employees who demonstrate the willingness and ability not only to efficiently and effectively perform the duties assigned to them, but to also continue to grow in ways needed and determined by the city. In this regard, every employee shall have the opportunity to be considered for logical and systematic advancement according to knowledge, skills, ability and merit.

## DEFINITION:

There are times when an employee’s knowledge, skills, abilities and job performance, as well as on-the-job or outside training and development, support upgrade of their position to a higher level. If the employee possesses the experience and other criteria required for a position closely related to their current position where a viable need is met on a more advanced level, a promotion-in-place shall be considered.

The difference between “Promotion” and “Promotion-in-place” is explained as follows:

“**Promotion**” means placing an employee in a position in a higher salary range and occurs when one or more of the following conditions are present:

- Duties are changed to that of a supervisor, manager, or director where no supervisory or managerial responsibilities were previously part of the employee’s job responsibility;
- immediate salary increase upon assuming the new position is 9% or greater; and
- the movement is not necessarily within a logical job sequence or series.

“**Promotion-in-place**” applies when:

- No true vacancy exists;
- there is no change of core assignments or supervisory/subordinate relationships;
- the promotion is typical in cases where the employee is to move to the next higher level in a job series;
- the employee’s job performance and skill development support upgrade of the position to a higher level; and
- the movement is not into a supervisory or management position where those responsibilities did not formerly exist.

“Promotion-in-place” does **not** apply to adjustments in either the employee’s salary range or step due to Council-approved implementation of the findings of a formal salary survey involving an employee’s current position.

## PROCEDURE:

The following table outlines the process to be used for the submission and subsequent rejection of a promotion-in-place:

STEP	ACTION
1	Employee and supervisor discuss potential for promotion-in-place. If possibility exists, supervisor proceeds with Step 2.
2	Supervisor has a preliminary discussion with the Finance Director to assess whether or not the department's budget could afford the potential impact. If so, employee and supervisor proceed with Step 3.
3	Proposed job description is created by employee with supervisor's and Personnel Manager's assistance, as necessary. Completed job description must be reviewed and concurred with by supervisor and department director, as well as the Personnel Manager.
4	After employee has satisfied the criteria noted in the new job description, the employee generates a Request for Personnel Action (RPA) form (Attachment A). Information requested on this form includes: <ul style="list-style-type: none"> <li>✓ title change, if applicable;</li> <li>✓ salary range and step changes, as applicable (to be supplied by the supervisor with the Personnel Manager's assistance, as necessary);</li> <li>✓ justification;</li> <li>✓ changes to the current organization charts/structure, if applicable; and</li> <li>✓ current and proposed job descriptions as attachments.</li> </ul>
4	Request is signed by the following individuals, indicating concurrence and budgetary alignment, in the following order: <ul style="list-style-type: none"> <li>➤ Supervisor</li> <li>➤ Department Director</li> <li>➤ Personnel Manager</li> <li>➤ Finance Director</li> <li>➤ City Manager</li> </ul>
5	Personnel Manager will advise supervisor of the date the request will go before the Promotion-in-place Review Panel. The Review Panel meets twice yearly to review RPAs: June and early December. The panel consists of the following management team members: City Manager, City Clerk/Executive Assistant, Personnel Manager, Finance Director, Community Development Director, Public Works Director, and the Parks & Recreation Director. The Review Panel member who has a subordinate's request up for review shall recuse themselves from that portion of the Review Panel Meeting.
6	The Personnel Manager will record the decision of the Review Panel on the form. If a request is rejected, reasons and possible recommendations for the future will be noted.
7	If the RPA is approved, the Personnel Manager will generate a Personnel Action (PA) form for approval signatures and implementation of the approved promotion-in-place.
8	If the RPA is not approved, the Personnel Manager will provide the Department Director with a written memorandum explaining why the request was denied. It is the Director's responsibility to ensure the supervisor and employee are notified in a timely manner.

**AUTHORITY:**

The City Manager has the final authority to accept or reject a Request for Personnel Action (RPA) and to determine the total number of RPAs that may be approved during either of the annual Review Panel meetings, whether or not the criteria for a promotion-in-place has been met by all applicants (employees).

**ATTACHMENTS:**

ATTACHMENT A, "Request for Personnel Action" (RPA) form

**ATTACHMENT A**



**REQUEST FOR PERSONNEL ACTION**

*Rev. 3-2012*

*This request for a Promotion-in-place is in accordance with the guidelines set forth in Personnel Procedure HR-15.0.*

REQUESTING EMPLOYEE (Print): \_\_\_\_\_

**REQUESTING EMPLOYEE COMPLETES UNSHADED BOXES. SUPERVISOR COMPLETES SHADED BOXES:**

	CURRENT INFORMATION	PROMOTION-IN-PLACE INFORMATION
<b>Job Title:</b>		
<b>Salary Range:</b>		
<b>Step within Salary Range:</b>		

**JUSTIFICATION:**

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**Does the proposed Promotion-in-place change the organizational structure (organizational chart) in any way?**    No      Yes – If yes, explain how:

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**Attachments:**    Current Job Description  
 Promotion-in-place Job Description

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Personnel Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SCHEDULED FOR REVIEW BOARD PANEL ON: \_\_\_\_\_

Promotion-in-place Review Panel Decision:

Approved:

New Job Title: \_\_\_\_\_

New Salary Range: \_\_\_\_\_

Assigned Step Within Range: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Next Step Raise Date is Scheduled For: \_\_\_\_\_

Will this affect the next Step Raise Date:  No  Yes—if yes, then how will it be affected:  
\_\_\_\_\_  
\_\_\_\_\_

Decision Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Personnel Action Form was Generated: \_\_\_\_\_

OR

Date Memo was Generated: \_\_\_\_\_



# EXHIBIT 6

# City of Covington Work Schedule Agreement

Employee Name: \_\_\_\_\_

Schedule to Start: \_\_\_\_\_

*(For 9/80 schedule, must be 1<sup>st</sup> Sunday of bi-weekly pay period)*

Department: \_\_\_\_\_

➤ ***I am requesting authorization to work the following work schedule:*** (check one)

- 5/8's** - Traditional schedule made up of five 8-hour work days each week.
- 9/80** - Eight 9-hour work days, one 8-hour work day, and one day off, totaling 80 hours worked in a 2-week pay period. Four 9-hour days and one 8-hour day are worked in one week, and four 9-hour days with one day off are worked in the other week.
- 4/10's** - Four 10-hour days and one day off each week.
- Other** - *(Please explain; i.e., four 9-hour days and one 4-hour day per week; change in flex day, etc.)*

\_\_\_\_\_  
\_\_\_\_\_

➤ ***Additionally, I would like the following meal break:*** (check one)     **1/2 Hour**     **Full Hour**

***First-time voluntary forfeiture of lunch break\****     ***Extension of voluntary lunch break forfeiture\****

\* *Lunch break forfeiture is considered on an as-needed basis for either exempt or non-exempt employees, but only at the employee's request. By signing below, employee understands requests should only be made for unusual circumstances (i.e., personal hardship due to my illness or that of a family member/close relative, outside education schedule, etc.) and not as a permanent substitution for a schedule that includes a lunch break. Approval is at the discretion of supervision and the city manager. In the occasional event that employee does observe a lunch break while this schedule is in effect, they must adjust their work hours upwards within the same week to make up for the lunch break period. Approved lunch break forfeitures last for a maximum of 6 months and must be resubmitted for consideration if the employee feels an extension is necessary.*

Week 1* Days	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start Time to Stop Time	X	a.m. to p.m.	a.m. to p.m.	a.m. to p.m.	a.m. to p.m.	a.m. to p.m.	X
Total Daily Hours							

Week 2* Days	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start Time to Stop Time	X	a.m. to p.m.	a.m. to p.m.	a.m. to p.m.	a.m. to p.m.	a.m. to p.m.	X
Total Daily Hours							

\* Week 1 and Week 2 coincide with the weeks in the bi-weekly pay period.

***I understand the above schedule is to be my normal work schedule, but that the city reserves its right to set or amend work schedules at any time, as it deems necessary.***

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Supervisor's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Personnel Manager's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*City Manager's Signature*

\_\_\_\_\_  
*Date*

**SUBJECT:** CONSIDER AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT FOR SERVICES WITH TETRA TECH TO DESIGN CONSTRUCTION PLANS 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 Standard Consultant Agreement and Scope of Work (Complete agreement is available for viewing at City Hall)

**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.

On March 13, 2012, the council authorized the obligation of \$809,602 in federal funds for the design of CIP 1127. Staff has worked with Tetra Tech to develop a scope and fee to design and prepare construction plans (plans, specifications and engineer’s estimate) for the section of Kent-Kangley (SR 516) between the vicinity of Jenkins Creek and 185<sup>th</sup> Place SE.

**FISCAL IMPACT:**

The proposed agreement with Tetra Tech is in the amount of \$1,286,228.92. The estimated design costs based on a preliminary engineer’s estimate was in the amount of \$1,474,390. The fee from Tetra Tech is in line with what was anticipated for the project. The \$1,474,390 allows for any costs associated with staff managing the project as well as required permitting and review fees (i.e. WSDOT, DOE, etc). The \$809,602 in federal funds will be used to offset the costs of the contract. The balance of the contract will be funded from a combination of the remaining funds in the CIP 1039 account (~\$480,000) and the traffic impact fees (~\$567,000).

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

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize the city manager to sign an agreement for services with Tetra Tech to design construction plans for the SR 516 – Jenkins Creek to 185<sup>th</sup> Place SE (CIP 1127) Project.**

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

<p><b>Local Agency Standard Consultant Agreement</b></p>	<p>Consultant/Address/Telephone Tetra Tech 400 112th Avenue NE Suite 400 Bellevue, WA 98004  (425) 635-1000</p>										
<p><input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____</p>	<p>Project Title And Work Description SR 516: Jenkins Creek to 185th Place SE  To design and prepare construction documents (Plans, Specifications and Engineer's Estimate) for the widening of SR 516 from the vicinity of Jenkins Creek to 185th Place SE</p>										
<p>Federal Aid Number _____</p>											
<p>Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>151</u> % Fixed Fee \$ <u>92,228.70</u> <input type="checkbox"/> <b>Specific Rates Of Pay</b> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b></p>	<p>DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number _____</p>										
<p><input type="checkbox"/> <b>Specific Rates Of Pay</b> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Do you require a 1099 for IRS?</td> <td style="width:30%;">Completion Date</td> </tr> <tr> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td></td> </tr> <tr> <td>Total Amount Authorized \$</td> <td style="text-align: right;"><u>1,286,228.92</u></td> </tr> <tr> <td>Management Reserve Fund \$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Maximum Amount Payable \$</td> <td style="text-align: right;"><u>1,286,228.92</u></td> </tr> </table>	Do you require a 1099 for IRS?	Completion Date	<input type="checkbox"/> Yes <input type="checkbox"/> No		Total Amount Authorized \$	<u>1,286,228.92</u>	Management Reserve Fund \$	_____	Maximum Amount Payable \$	<u>1,286,228.92</u>
Do you require a 1099 for IRS?	Completion Date										
<input type="checkbox"/> Yes <input type="checkbox"/> No											
Total Amount Authorized \$	<u>1,286,228.92</u>										
Management Reserve Fund \$	_____										
Maximum Amount Payable \$	<u>1,286,228.92</u>										

**Index of Exhibits (Check all that apply):**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Exhibit A-1 Scope of Work</li> <li><input type="checkbox"/> Exhibit A-2 Task Order Agreement</li> <li><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification</li> <li><input type="checkbox"/> Exhibit C Electronic Exchange of Data</li> <li><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum</li> <li><input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus</li> <li><input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate</li> <li><input type="checkbox"/> Exhibit D-4 Payment - Provisional</li> <li><input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit</li> <li><input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates</li> <li><input checked="" type="checkbox"/> Exhibit F Overhead Cost</li> <li><input checked="" type="checkbox"/> Exhibit G Subcontracted Work</li> <li><input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee</li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates</li> <li><input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost</li> <li><input checked="" type="checkbox"/> Exhibit H Title VI Assurances</li> <li><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement</li> <li><input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures</li> <li><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures</li> <li><input type="checkbox"/> Exhibit L Liability Insurance Increase</li> <li><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification</li> <li><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification</li> <li><input type="checkbox"/> Exhibit M-2 Certification - Primary</li> <li><input type="checkbox"/> Exhibit M-3 Lobbying Certification</li> <li><input type="checkbox"/> Exhibit M-4 Pricing Data Certification</li> <li><input type="checkbox"/> App. 31.910 Supplemental Signature Page</li> </ul> |
|---|--|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Local Agency of \_\_\_\_\_ Covington \_\_\_\_\_, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### **II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

### **III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or its employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

## **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

## **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment”, hereafter referred to as “CLAIM”, under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit “M-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “M-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “M-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “M-4” Certificate of Current Cost or Pricing Data. Exhibit “M-3” is required only in AGREEMENTS over \$100,000 and Exhibit “M-4” is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

#### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By \_\_\_\_\_ By \_\_\_\_\_

Consultant \_\_\_\_\_ Agency \_\_\_\_\_

## **Exhibit A-1 Scope of Work**

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During the term of this AGREEMENT, Tetra Tech (CONSULTANT) shall perform professional services for the City of Covington (CITY) in connection with the following project:

### **CIP Project #1127 SE 272<sup>nd</sup> Street (SR 516) between Jenkins Creek and 185<sup>th</sup> Place SE**

#### **PROJECT DESCRIPTION**

The purpose of the SE 272<sup>nd</sup> Street (SR 516) between Jenkins Creek and 185<sup>th</sup> Place SE project, is to design and prepare construction documents (Plans, Specifications and Engineer's Estimate) for the widening of SE 272<sup>nd</sup> Street from a two-lane roadway to a five-lane roadway from approximately 600 feet west of Jenkins Creek to 185<sup>th</sup> Place SE, with a taper to match existing east of 185<sup>th</sup> Place SE. Project includes the crossing of Jenkins Creek, signal modification at 185<sup>th</sup> Place SE, curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.

Work includes field survey and base map preparation, type size and location (TS&L) for the Jenkins Creek Bridge and retaining walls, bridge design, wetland mitigation, environmental documentation and permitting, traffic analysis, channelization plan for approval, signal permit, right of way plans, legal descriptions and exhibits for right of way takes, preliminary and final plans, specifications and estimates, and support during construction advertisement. Support during construction would be provided under a separate contract.

- Preliminary schedule:
  - 2013 – Complete design
  - 2013 – Obtain additional funding
  - 2012 – 2013 – Complete right of way acquisitions
  - 2014 – Complete construction

#### **ASSUMPTIONS**

The following are assumptions for this scope of work:

- Right of way appraisals, negotiation and acquisition will be conducted by others under separate contract with the CITY.
- Rights of Entry to gain access to properties as required for field survey and other work will be obtained by the CITY.
- The City will provide traffic counts, turning movements and truck classification survey as required for the traffic analysis, channelization plan for approval and pavement design.
- The CITY shall provide all Title Reports required for Work Element 6.12

## DESIGN STANDARDS, GUIDELINES AND REFERENCES

The following design standards, guidelines and references are to be followed during the development of the project:

- City of Covington Design and Construction Standards
- City of Covington Design and Construction Standards (July 2009) Supplemental Standard Specifications
- WSDOE 2005 Stormwater Management Manual for Western Washington (Stormwater Manual)
- Puget Sound Partners LID Technical Guidance Manual for Puget Sound
- WSDOT Design Manual
- WSDOT Local Agency Guidelines (LAG)
- WSDOT Environmental Procedures Manual (EPM)
- WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- WSDOT Standard Plans
- WSDOT Hydraulics Manual
- WSDOT Bridge Geotechnical Design Manual
- WSDOT Bridge Design Manual (BDM)
- AASHTO LRFD Bridge Design Specifications 5<sup>th</sup> Edition, 2010
- AASHTO Guide for Design of Pavement Structures
- Utility standards per utility

The CONSULTANT shall prepare all drawings using APWA/ Tetra Tech standards. AutoCAD 2011 and Civil 3D will be used for roadway design. Project schedules shall be prepared using Microsoft Project, spreadsheets in Microsoft Excel, and text documents in Microsoft Word.

All contract plans will be completed at a 20:1 scale (for full-sized plans) except the pavement marking, illumination and signing plans, which will be stacked 2 per plan set at 40:1 scale. Channelization plans for approval will be prepared as described herein. Full-size plan sheets will be provided at 22"x34", and half-size at 11"x17".

### WORK ELEMENT 1. PROJECT MANAGEMENT

The CONSULTANT shall manage the project work elements to control costs, maintain schedule, and provide quality products appropriate to the goals and completion of the project. Subtasks include the following:

#### **Work Element 1.1 Work Plan**

The CONSULTANT shall provide a comprehensive work plan detailing management of the project. A Project Management Plan will be developed and a copy provided to the CITY. The plan shall include the following:

- 1) **Organizational Structure and Management:** An organizational chart, identifying the roles and relationships of the CONSULTANT team, including subconsultants, and the CITY.
- 2) **Design Standards:** Design standards that apply to the project.

- 3) **Work Contract:** A copy of the approved scope and fee
- 4) **Project Schedule:** The CONSULTANT shall provide a baseline project schedule detailing activities in the scope of work, establishes and clearly displays the critical path elements of the work, and forecasts completion of the effort to match the contract duration period.
- 5) **Cost Control Methods:** The CONSULTANT shall prepare an earned value analysis to be updated monthly to monitor progress.
- 6) **Project Risk Analysis:** Identify risks associated with scope, schedule, and budget. Provide a risk matrix to include identified risks, occurrence probability rating, contingency plan and responsibility using Tetra Tech's template.
- 7) **Quality Management Approach:** The CONSULTANT shall provide a description of the processes that will be used to ensure that the CITY's expectations of quality are met or exceeded. The initial plan must include an anticipated schedule for QA/QC reviews and sample checklists for QA/QC review.

**Deliverable(s):**

- One (1) hardcopy Project Management Plan submitted to the CITY in a three ring binder
- Updates provided as required

**Work Element 1.2 Consultant Team Management**

It is the responsibility of the CONSULTANT to manage the consultant team. All Subconsultants shall report directly to the CONSULTANT for project direction and management. The CONSULTANT shall:

- a) Establish and maintain agreements with subconsultants, administering contractual agreements, and ensuring all contractual requirements are met.
- b) Provide direction, coordination and oversight to the project CONSULTANT team.
- c) Verify that the information generated on the project is being documented and retained in project files.

**Work Element 1.3 Project Kickoff Meeting**

The CONSULTANT shall participate in a project kickoff meeting. CONSULTANT shall work with the CITY to develop the agenda and facilitate the meeting. The CONSULTANT shall prepare and distribute the meeting notice, agenda, and minutes.

**Deliverable(s):**

- Meeting notice, agenda, and minutes

**Work Element 1.4 Monthly Progress Reports and Invoices**

The CONSULTANT shall prepare and submit a monthly progress, invoice and earned value analysis report.

**Deliverable(s):**

- Monthly Progress Reports
- Monthly Earned Value Reports

- Monthly Invoices

### **Work Element 1.5 Project Schedule**

The CONSULTANT shall maintain and update the project schedule as created in Work Element 1.1. The CONSULTANT shall monitor, modify, and update the project schedule on a monthly basis or as needed to determine potential impacts of proposed changes.

#### **Deliverable(s):**

- Project Schedule Updates as required

### **Work Element 1.6 Project Coordination**

The CONSULTANT shall provide project coordination as detailed in the sub-work elements below.

#### **Work Element 1.6.1 Team Coordination**

The CONSULTANT shall coordinate as required with subconsultant team members, internal team members, and the CITY as needed to discuss project status, elements of the work plan, and to discuss progress of the design and resolve project issues.

#### **Work Element 1.6.2 Monthly Progress Meetings**

Monthly Project Management Team (PMT) meetings will be held, with additional meetings as required. The PMT will be staffed with representatives from the CITY, the CONSULTANT, and subconsultants as required. The location of the meetings will be in Covington. A total of fourteen (14) PMT meetings are assumed for this scope of work.

#### **Work Element 1.6.3 Stakeholder Coordination**

The CONSULTANT shall coordinate as required with stakeholders such as Jenkins Creek Elementary staff, transit providers, emergency vehicle operators, and City Council.

#### **Deliverable(s):**

- Meeting agendas, minutes and action items

### **Work Element 1.7 End of Week Communications**

The CONSULTANT shall prepare end-of-week communications identifying the work completed that week as well as issues that need to be addressed to keep the project on schedule. The end-of-week communications shall be provided via email to all team members.

#### **Deliverable(s):**

- Emailed weekly end-of-week communications

## **WORK ELEMENT 2. DATA COLLECTION AND REVIEW**

### **Work Element 2.1 Review and Analyze Existing Data**

The CONSULTANT shall review and analyze existing data provided by the CITY including:

- As-built plans for:

- SR 516 and Wax Road intersection improvements
- SR 516 from west of Jenkins Creek to west of 186th Avenue NE
- Adjacent developer designs
- Potential mitigation sites
- Geotechnical Reports developed to date
- Mapping to date
- Environmental documentation to date -EIS including wetland and culvert studies for Jenkins Creek
- Existing utility as-built information
- Previous drainage studies in the area
- Traffic Impact Analysis
- Existing Channelization Plans for SR 516 as prepared by others
- Traffic data for existing and target year

**Deliverable(s):**

- Technical memorandum listing available and reviewed existing documents and applicable information from each for project use

**WORK ELEMENT 3. PUBLIC INVOLVEMENT**

The CONSULTANT shall work with the City to conduct open houses for the public, to set up and run advisory board meetings, and provide support in City Council meetings.

**Work Element 3.1 Open Houses (2)**

The CONSULTANT shall prepare for and participate in up to two (2) open houses. Three (3) Tetra Tech staff members will attend each open house. The CONSULTANT shall prepare up to five (5) display boards for each open house, sign in sheets, and information handouts. The CONSULTANT shall also prepare environmental permit attachments documenting the open house. The City shall prepare and mail open house notifications, rent the location for the open house, and notify newspapers and advertise.

**Deliverable(s):**

- Sign in sheets
- Information handouts
- Five (5) display boards
- Open House summaries

**Work Element 3.2 Coordination with Property Owners**

The CONSULTANT shall attend up to three (3) property owner meetings at the request of the CITY. The CONSULTANT shall prepare copies of proposed plans to facilitate discussions. It is assumed display boards will not be required for these meetings. Preliminary roadway design

documents will be used during these meetings. The project manager and project engineer will attend these meetings.

**Deliverable(s):**

- Action items

**Work Element 3.3 Information for City Website**

The CONSULTANT shall provide project content to the CITY for inclusion on the City's website.

**Deliverable(s):**

- Written text for use on website

**Work Element 3.4 Advisory Committee**

The CONSULTANT shall prepare for and participate in two (2) Advisory Council meetings consisting of business and property owners from the area. The CONSULTANT shall provide input to the selection of members, The CITY will identify and contact members.

**Deliverable(s):**

- Handouts and displays for meetings
- Meeting Minutes

**Work Element 3.5 City Council Meetings**

The CONSULTANT shall assist the City in preparing updates for and obtaining input from the City Council. It is anticipated that one (1) workshop and three (3) regular or special council meetings will be required.

**Deliverable(s):**

- Handouts and displays for workshops and meetings
- Meeting Minutes

**WORK ELEMENT 4. TRAFFIC ENGINEERING**

**Work Element 4.1 Traffic Analysis and Signal Permit**

The CONSULTANT shall review existing developer traffic reports and perform supplemental analysis as required to support the Channelization Plan for Approval. This is expected to be a minor effort resulting in a four page or less memorandum that will include Level of Service (LOS) Analysis, lane configurations, and lane storage capacity requirements. The Consultant shall prepare WSDOT signal permit application and support the City in obtaining the permit.

**Deliverable(s):**

- One (1) four-page technical memorandum
- WSDOT signal permit application

## **WORK ELEMENT 5. UTILITY COORDINATION ~~AND DESIGN~~**

The CONSULTANT shall coordinate with the utilities stakeholders as necessary to understand utility as-built conditions, understand utility provider upgrade needs, develop separate design contracts with utility providers as required, and to avoid conflicts with existing and future utilities. Tasks include the following:

### **Work Element 5.1 As-built information**

The CONSULTANT shall obtain as-built information from existing utilities and update base map as required. Utilities to be contacted include: City of Kent (Water), Soos Creek Water and Sewer District, Covington Water District, Puget Sound Energy (power and gas), Comcast, Qwest, WSDOT fiber, and Intolight (street lights).

### **Work Element 5.2 Utility Coordination for Soos Creek Sewer and Water District**

Soos Creek Water & Sewer District has an existing lift station located in an easement within the project area. This lift station will need to be removed from service to accommodate the road widening. The District's sewer comprehensive plan has this existing lift station being removed from service through the construction of a gravity sewer main to the west across Jenkins Creek. The CONSULTANT will coordinate with Soos Creek Water & Sewer District and will design the sewer main improvements and the removal of the lift station from service. The design will conform to Soos Creek Water & Sewer District's design standards.

This Work Element will include coordination with SCWSD on a project level to distribute information to and from the District with regard to other Agencies. Two (2) meetings with Soos Creek Water and Sewer District at three (3) hours each are assumed for the coordination efforts in addition to telephone, email, and written correspondence.

Design level coordination between CONSULTANT and SCWSD as well as PS&E design efforts are covered within Work Elements 12-17.

### **Work Element 5.3 Covington Water District**

The CONSULTANT shall coordinate with Covington Water District to determine the extent of proposed water main improvements. Water line preliminary and final design improvements, reports, and permits, if required, will be completed under separate contract with the Covington Water District.

### **Work Element 5.4 Coordinating Utility Design with City of Kent**

The CONSULTANT shall coordinate with the City of Kent to determine the extent of proposed water main improvements and to address potential impacts to its two existing water transmission mains. Water line preliminary and final design improvements, reports and permits, if required, will be completed under a separate scope and budget with the CITY.

### **Work Element 5.5 Puget Sound Energy (PSE), Comcast and Qwest**

The CONSULTANT shall coordinate with PSE, Comcast and Qwest. It is assumed the plans will include a joint trench and the Contractor installing the facilities with the utilities providing

conduit, vaults, and junction boxes.. The joint trench will include the undergrounding of PSE's low voltage power lines. Any conflicts with gas mains will be identified by the CONSULTANT, but gas line relocations will be conducted by PSE.

#### **Work Element 5.6 Potholing**

The CONSULTANT shall pothole approximately 50 locations of buried utilities within the roadway in order to verify their horizontal and vertical locations, and signal foundation locations to determine if utility conflicts exist. Pothole locations will be surveyed by the CONSULTANT and identified on the plans for contractor information.

#### **Work Element 5.7 Utility Coordination Log**

The CONSULTANT will develop and maintain a utility conflict and communication log. This log will include the utility type, owner and contact information, a description of the impacted utility facilities, the impact on the utility and the mitigation measures to be taken by the project. The log will contain a record of all conversations, action tracking and decisions made with regard to financial responsibility for the relocation or replacement of utilities.

#### **Deliverable(s) for Work Element 5:**

- Meeting notices, actions and minutes
- Utility communication logs and data sheets
- Potholing Plan
- Potholing log and data sheets
- Plans, specifications and estimate for gravity sewer and pump station abandonment
- Utility design plans, specification and estimates for Soos Creek

### **WORK ELEMENT 6. SURVEYING AND MAPPING –**

The CONSULTANT shall provide professional survey services suitable for use through 100% design. The scope of work includes the following specific items and assumptions:

#### **Work Element 6.1 Survey Project Management and QA/QC**

This project will have a Principal Surveyor, licensed to practice surveying in the State of Washington, assigned to provide overall Survey Project Management, communication and coordination, task delegation, QA/QC, and associated survey supervision for Tasks included within this scope of work.

#### **Work Element 6.2 Records and Data Research and Maintenance of project files**

The CONSULTANT will conduct records research with The County, The State, The City, and other records as necessary for any control, boundary, base map, site features, infrastructure, or easement records to incorporate into the project. Project files will be maintained per the standards of prudent practice.

### **Work Element 6.3 Legacy Data Conversions and Integration**

The CONSULTANT will accept and reasonably rely on any data sets (e.g. utility as-builds, existing mapping) provided by the CITY, if any, and other data as available and deemed appropriate for this project. This data will be organized, translated, and rotated as necessary per the Project Datum requirements and integrated into the final AutoCAD base map as described under 'deliverables.'

### **Work Element 6.4 Survey Control**

The means for establishing and maintain primary and secondary control will consist of the utilization of WSDOT Geodetic survey control, King County Geodetic survey control, Public Land Survey System (PLSS) monuments, Washington Council of County Survey Data Warehouse, and City of Covington Geodetic, PLSS, and ROW monuments.

Horizontal datum will be based on Washington Coordinate System North Zone NAD-83/91.

Vertical datum will be based on the formally adopted City of Covington datum of NAVD-88.

### **Work Element 6.5 Topographic Field Survey and Base Map Preparation**

Provide a new 1"= 20', 1-foot contour interval design mapping along SE 272nd Street (SR 516) from a point approximately 600 feet west of Jenkins Creek to a point approximately 200-feet east of 186th Avenue SE. Mapping will extend 100-feet each side of the centerline of SE 272nd Street (SR 516).

### **Work Element 6.6 Mapping Utilities**

The CONSULTANT shall provide the location of visible and accessible surface utility features, including paint marks provided by others and interior detailing of accessible storm drainage and sanitary sewer structures, within and adjacent to the mapping limits. Confined space entry is not anticipated for this effort. The CONSULTANT shall provide the location of up to 50 utility potholes in support of Work Element 5.5.

### **Work Element 6.7 Wetland Location and Stream Survey**

The CONSULTANT shall provide the location of wetland flags established by a wetlands biologist based upon their sketch showing the general location, shape, and sequential flag numbers for each wetland.

The CONSULTANT shall provide a survey of the stream profile and cross sections above and below the proposed bridge location as described in support of Work Element 10.0. A detailed topographic mapping for the stream shall extend from a minimum approximately 500 ft. downstream to 500 feet upstream of the existing culvert, and shall extend approximately 50 ft. each side of the stream centerline, or a sufficient distance beyond the ordinary-high-water line to accurately depict the stream channel cross-section, whichever is greater. Locate trees and in-channel large woody debris within the bounds of the detailed topographic survey. This includes in-channel large woody debris larger than 12" in diameter and trees larger than 12" in diameter. The ordinary-high-water line will also be identified in this survey.

- Conduct a longitudinal profile survey of the creek thalweg and a water surface profile survey. These two surveys will extend approximately 1000 feet upstream and 1000 feet downstream.
- Conduct supplemental cross section surveys for the hydraulic model, beyond the extent of the detailed topographic stream survey. The cross section surveys will extend approximately 50 feet each side of the stream centerline, or a sufficient distance beyond the ordinary-high-water line to accurately depict the stream channel cross-section, whichever is greater. The number and location of stream cross sections to be surveyed will be determined by CONSULTANT based on stream and project site characteristics. The hydraulic engineer will flag the cross section locations for the field crew.

### **Work Element 6.8 Geotechnical Test Sites**

The CONSULTANT shall provide the location of geotechnical test sites along the project limits. Six soil borings are anticipated.

### **Work Element 6.9 Channelization**

The CONSULTANT shall provide the location of existing channelization, illumination and traffic signs within the mapping limits and additional 200 feet east and west on SR 516.

### **Work Element 6.10 Mitigation Site**

The CONSULTANT shall provide 1" = 20', 1 foot contour interval design mapping of an as yet undetermined offsite wetland mitigation site. For budgeting purposes this site is estimated to be up to 3 acres in area.

### **Work Element 6.11 Trees**

The CONSULTANT shall provide the location and size of significant trees; defined as evergreen trees greater than 6 inches in diameter measured 4 feet above grade, or desirable deciduous trees (as defined by the CITY tree ordinance) greater than 4 inches in diameter measured 4 feet above grade, which are located within 50-feet each side of the ROW centerline.

### **Work Element 6.12 Right-of-Way Plans and Acquisition Documents**

The CONSULTANT shall provide Right of Way Plans, Legal Descriptions and Exhibits for Right of Way takes and Construction Easements. Right-of-way drawings will show adjoining properties, names, parcel numbers, take area, and remainder. Existing parcel boundaries will be based upon Title Reports with Legal Descriptions and support documents provided by the CITY. The CONSULTANT shall prepare up to two (2) iterations, per parcel, of Legal descriptions and 8-1/2 x 11 exhibit maps showing the proposed right-of-way takes and/or easements required for an estimated 20 parcels. Legal descriptions and area of remainder shall be included.

### **Deliverable(s) for Work Element 6:**

- Provide the base map in one continuous AutoCAD file covering the project mapping limits. Mapping will be compiled using APWA/ Tetra Tech standard layers, line types, and symbols.

- Provide right-of-way plan sheets in AutoCAD format covering the project limits at a suitable scale to show the proposed right-of way parcels being acquired and the construction easements necessary for the project. Also, provide electronic copies of the legal descriptions. The right-of-way plans and legal descriptions will be prepared under the direction of a professional land surveyor who will sign and seal record hard copies for recording.

## **WORK ELEMENT 7. ENVIRONMENTAL ANALYSIS AND DOCUMENTATION**

### **Work Element 7.1 Wetland Delineation Report**

The CONSULTANT shall delineate wetlands within approximately 100' of the edge of the proposed right of way. Wetlands will be identified based on field conditions at the time of the investigation by applying the wetland determination method described in the State Wetlands Delineation Manual (Washington Department of Ecology, 1997). Wetland indicators, such as soil saturation or ponding, are seasonal and are most typically present in Western Washington early in the growing season. Seasonal conditions will be considered when delineating; however, wetland areas that are delineated beyond the growing season may require validation prior to verification by jurisdictional agencies. Wetlands will be delineated within approximately 100' of the proposed right of way in so much as these areas may be ascertained in the field based on existing fences, cleared lot lines, and other markers. All rights to access will be provided by the City in writing prior to the issuance of a notice to proceed with the field delineation.

The CONSULTANT shall categorize wetlands per Washington State Wetland Rating System for Western Washington, Washington State Department of Ecology publication number 04-06-025, required by King County Code (KCC) 21A.24.318 and City of Covington Municipal Code (CMC) 18.65.319.

The CONSULTANT shall prepare Critical Areas Report summarizing the findings from the wetland delineation. The Critical Areas report shall meet the requirements for the CITY, King County (if applicable), Washington Department of Ecology, and the US Corps of Engineer.

#### **Deliverable(s):**

- One (1) electronic copy of the Draft Wetland Delineation Report
- Seven (7) bound copies and one (1) unbound, camera-ready, copy of the final Wetland Delineation Report

### **Work Element 7.2 Permit Matrix**

The CONSULTANT shall identify all environmental permits and approvals required for the project and prepare a matrix of those permits/approvals. The matrix will list the permitting/approval authority, submittal requirements, time required to process the permit/approval, and other relevant information. It is expected that the project will require critical areas concurrence, conceptual and final mitigation plan approval, Clean Water Act Section 404/401 permitting, and an ESA Section 7 Biological Evaluation, The CONSULTANT shall consult the appropriate regulatory agencies and jurisdictions to identify the application procedures and requirements. The CONSULTANT shall also consult with other team members to obtain the necessary information for the permit matrix. The permit matrix will be maintained

to include submittal date and status of the application.

**Deliverable(s):**

- One (1) electronic copy of the Permit Matrix

**Work Element 7.3 Biological Assessment**

The CONSULTANT shall prepare a Biological Evaluation Assessment (BA). This task assumes that the project can be planned, designed, and constructed to avoid “take” of listed or proposed species. If “take” cannot be avoided, formal consultation with the agencies may be required which will involve additional work. The BA will be prepared pursuant to the published Corps of Engineers guidelines WSDOT LAG Manual in effect at the time of issuance of a notice to proceed. The Biological Evaluation will include the following information:

1. Consultation Summary;
2. Definition of the Proposed Action and Action Area;
3. Discussion of Environmental Baseline;
4. Project Description;
5. Summary of Wetland Impacts and Mitigation (from CAS);
6. Identification of Best Management Practices and Conservation Measures;
7. Wetland rating using current County and State wetland rating systems (including rating worksheets);
8. Fish Species Evaluations;
9. Wildlife Species Evaluations;
10. Effect Determinations for Listed Species;
11. Essential Fish Habitat Assessment;
12. Appendices including Figures and Photos, Agency Response Letters, Life History of Listed Species, Project.

**Deliverable(s):**

- Five (5) copies Draft BA and one (1) electronic Version
- Seven (7) Final BA for submittal with Corps of Engineers to WSDOT Permit

**Work Element 7.4 SEPA Checklist**

The CONSULTANT shall prepare a SEPA Environmental Checklist for the project. The CITY will be responsible for processing and publishing the checklist and SEPA determination and responding to public and agency comments. The CITY, acting as lead agency and proponent, would finalize an Environmental Checklist and issue a SEPA determination per the CITY’s SEPA rules.

**Deliverable(s):**

- One (1) electronic copy of the SEPA Checklist

### **Work Element 7.5 WSDOT ECS**

The CONSULTANT shall prepare a WSDOT Environmental Classification Summary Form for the project to document compliance with NEPA. The ECS will be completed per the guidance and requirements in WSDOT Local Agency Guidelines (LAG) Manual in effect at the time a notice to proceed is received by the project, adjusting for schedule limitations where necessary. The CONSULTANT will complete the ECS information using existing information from SEPA checklist and other information as outlined in this scope of work. At this time, no additional field investigations or data acquisition is anticipated necessary to complete the ECS/NEPA assessment. The CITY will be responsible for processing and publishing the ECS and submitting it to WSDOT. This task includes one pre-submittal meeting with the City and WSDOT environmental staff to confirm the scope of work prior to initiating work on the ECS.

#### **Deliverable(s):**

- Three Draft ESC Forms for Internal Review by the City and Tetra Tech (electronic submittal)
- Three Final ESC Form for submittal to WSDOT (one camera ready original ESC form for signature by the City and up to 7 copies of attachments for each form)

### **Work Element 7.6 Wetland Mitigation Plan**

The CONSULTANT shall conduct a reconnaissance-level review of CITY/King County-owned property or developer-owned wetland mitigation sites to identify up to three potential wetland mitigation sites. The level of required mitigation will be determined by applying City/County Code requirements and will be based on the wetland areas identified per Work Element 7.1. The CONSULTANT will make a recommendation for a preferred wetland mitigation site to the CITY. The CONSULTANT shall prepare a conceptual wetland mitigation plan for the site selected by the CITY. The Conceptual Wetland Mitigation Plan will meet the requirements stated in CITY Code and Corps of Engineers/Department of Ecology mitigation guidelines.

#### **Deliverable(s):**

- One (1) electronic copy of the Draft Conceptual Wetland Mitigation Plans
- Seven (7) Final Conceptual Wetland Mitigation Plans

### **Work Element 7.7 60% JARPA for Corps of Engineers/ Ecology 404/401**

The CONSULTANT shall prepare JARPA submittal at 60% design level for submittal to Corps of Engineers, Ecology, the CITY, and King County (if necessary).

#### **Deliverable(s):**

- One (1) electronic copy of the Draft 60% JARPA

### **Work Element 7.8 JARPA for WDFW-HPA**

The CONSULTANT shall prepare JARPA submittal at 90% design level for submittal to Washington Department of Fish and Wildlife

#### **Deliverable(s):**

- One (1) electronic copy of the Draft 90% JARPA

### **Work Element 7.9 Archaeological**

CRC shall conduct a recorded sites files search with DAHP, review relevant correspondence between the client, stakeholders and DAHP, and conduct a review of environmental, archaeological, ethnographic and historical literature appropriate to the project area. CRC shall contact the cultural resources staff of the affected tribes on a technical staff-to-technical staff basis for relevant information of the project area. CRC shall conduct field investigations of the project location for identification of archaeological and historical resources. Investigations may include shovel test probes or other exploratory excavations in areas where sites are suspected or have been identified as potential sites of buried archaeological deposits. CRC will provide documentation and recording of sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms and NRHP Determination of Eligibility (DOE) forms, as appropriate. CRC shall prepare a technical report describing background research, field methods, results of investigation that includes supporting documentation of archaeological findings, and management recommendations. The reports include maps and photographs, analysis, recommendations of curation of any identified artifacts and other relevant data. As appropriate, the report would evaluate sites for NRHP eligibility and contain recommendations for treatment of any NRHP-eligible property likely to be affected by the project. Draft reports will be submitted for review before the final cultural resources assessment reports are produced. The reports will meet DAHP requirements.

#### **Deliverable(s):**

- Five (5) copies of the Cultural Resources Assessment Report.

### **Work Element 7.10 Noise Technical Discipline Report**

The City of Covington is proposing to widening SE 272<sup>nd</sup> St (SR516) from a two-lane roadway to a five-lane roadway from approximately 600 feet west of Jenkins Creek to 185<sup>th</sup> Place SE, with a taper to match existing east of 185<sup>th</sup> Place SE. This widening would occur between Jenkins Creek and 185<sup>th</sup> Place SE. The project is anticipated to receive federal funds. The proposed project will alter an existing roadway which significantly changes either the horizontal alignment and increases the number of through traffic lanes. Projects of this type are classified as Type 1 projects, and are required to undergo a detailed traffic noise analysis to satisfy SEPA/NEPA requirements. The noise analysis will be performed following WSDOT Noise Abatement policy guidelines to meet SEPA/NEPA requirements. The noise analysis will provide an assessment of whether the proposed project will present noise impacts to sensitive receptors near the project area and whether noise abatement will be required to minimize impacts to the existing environment. If noise impacts are expected, noise-reduction measures that are determined by the WSDOT to be practicable, reasonable, and acceptable to the public must be incorporated into the roadway improvement. The noise analysis will follow the WSDOT Traffic Noise Analysis and Abatement Policy and Procedures Manual which is a document that provides guidance and criteria for conducting traffic noise impact and mitigation analyses consistent with federal highway traffic noise standards in 23 CFR 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise.

A noise technical discipline report will be prepared to document potential noise impacts to sensitive receptors from the widening project. The noise analysis will follow WSDOT methodology and criteria in assessing noise impacts from the project.

As part of the noise analysis, a reconnaissance of the project study area will be conducted to determine land uses in order to locate sensitive receptors, and determine their distances from the proposed design alternative. Selection of sensitive receptors for the study shall be based upon their sensitivity to noise and their distance from the project.

Based on a preliminary review of the project area, some sensitive receivers are located within 500 ft of the project. This scope assumes that approximately (5 to 7) sensitive residential receptors will be identified for this study. For these sensitive receptor locations, one measurement shall be taken at each sensitive receptor identified during daytime peak hours. All measurements will be conducted for 15 minute sampling periods during daytime off-peak hours (10 AM to 4 PM) when traffic is moving freely. At each measurement site, traffic counts will be conducted concurrently with the noise measurements.

If additional measurements and modeling locations are required, they shall be completed under a separate task order. The primary source of the noise shall be identified for each monitoring site. All noise sources shall be noted and those that may interfere with future mitigation determination shall be identified.

Future year traffic noise level with and without the proposed project will be modeled using the FHWA Traffic Noise Model (TNM 2.5). Peak hour noise in the design year for each alternative will be modeled at selected noise sensitive receptors based on forecast traffic volumes.

Design files based on existing and future alignment and topographical information will be utilized to develop the noise models. Modeling will be performed to determine if noise levels for the project design year approach or exceed FHWA Noise Abatement Criteria. Existing and future noise levels shall be modeled using the FHWA Traffic Noise Model (TMN 2.5) model. Measured noise levels shall be compared to modeled levels using the traffic data collected for the traffic study; any discrepancy between modeled and measured levels shall be summarized. Predicted modeled noise results for existing and the future build conditions for the project design year shall be compared to FHWA Noise Impact Abatement Criteria to assess the significance of potential traffic-related noise changes resulting from the proposed project.

In accordance with FHWA and WSDOT requirements, noise abatement measures will be considered at locations along the alignments where traffic noise impacts are predicted. The location, length, height, profile, estimated cost and number of benefiting noise sensitive properties for each proposed barrier will be presented, if necessary. The analysis will contain a complete discussion of impacted areas that do not meet WSDOT's criteria for abatement and specifically note reasons for not including mitigation.

Construction activities that may cause annoyance at nearby noise sensitive land uses will be qualitatively assessed in accordance with WSDOT's procedures. Local laws applying to construction noise will also be discussed.

### Noise Discipline Report

The noise technical discipline report shall be based on the guidelines presented in the current Federal Aid Policy Guide, Sub-chapter H, Part 772 “Procedures for Abatement of Highway Traffic Noise and Construction Noise”, and the “WSDOT Traffic Noise Abatement Policy and Procedures Manual.”

The noise technical discipline report shall provide the following:

1. A characterization of existing noise levels at the affected intersection and road corridor segments of the project based on appropriate measurements within the project area.
2. Identify all noise-sensitive receptors in the potentially affected area.
3. Specify all adverse effects and unavoidable significant adverse impacts on noise from the proposed project relative to existing noise conditions and FHWA Noise Impact Criteria levels.
4. Identify appropriate mitigation measures for both short-term construction impacts and long-term traffic-related impacts from noise.

### **Deliverable(s):**

- Noise Technical Discipline Report

### **Work Element 7.11 Air Quality Analysis**

The air quality analysis will be performed following WSDOT Air Quality section of the Environmental Procedures Manual to meet SEPA/NEPA requirements. The project is located in a maintenance area for Carbon Monoxide (CO). The Federal Clean Air Act (CAA) Amendments of 1990 (40 Code of Federal Regulations [CFR] Part 93 and Rule 9120) and The Clean Air Washington Act (CAWA) of 1991 (RCW 70.94) requires transportation plans, programs and projects to be consistent with the SIP to improve air quality in areas where federal air quality standards are not met or in maintenance areas..

To satisfy SEPA/NEPA requirements an air quality analysis must be performed to demonstrate project conformity, which ensures that the proposed transportation project does not cause or contribute to existing air quality problems. The conformity demonstration provides an analysis that evaluates compliance with existing air quality control plans and programs, identifies whether the proposed project will present air quality impacts to the existing environment and identifies mitigation measures that must be employed to minimize impacts to the existing environment. A finding of conformity is met when the proposed project does not:

- Cause or contribute to any new violation of federal air quality standards.
- Increase the frequency or severity of any existing violation of federal air quality standards.
- Delay timely attainment of federal air quality standards.

It is anticipated that a hot-spot modeling analysis will not be required because the project will not generate a high LOS and/or high volumes at intersections.

### Air Quality Technical Memorandum

The air quality technical memorandum shall consist of sections describing the existing conditions, regulatory setting, construction impacts, the methodology of the “hot spot” modeling analysis, the predicted impacts of the project Alternative at an interim year (the year of project opening) and at design year, mitigating measures, and the conformity determination.

The Existing Conditions section shall include:

1. A discussion of existing ambient air quality conditions within the project area for all criteria pollutants relative to National Ambient Air Quality Standards (NAAQS) and their effect upon air quality at the proposed site.
2. A discussion of the applicable national, state and local regulations from the Environmental Protection Agency, the Dept. of Ecology and the Puget Sound Clean Air Agency (PSCAA).
3. An examination of available data from Dept. of Ecology and PSCAA monitoring stations, describing current regional and local concentrations of the priority air pollutants.

The Regulatory Setting section shall include:

1. A discussion of air quality conformity regulations and the criteria for demonstrating project conformity.
2. A discussion of pollutants that require a conformity demonstration.

The Construction Impacts sections shall include:

1. A qualitative discussion of air quality impacts as a result of construction activities.
2. Construction mitigation measures shall be presented in accordance with the Puget Sound Clean Air Agency fugitive dust guidelines.

The Operation Impacts section shall include:

A discussion of the methodology used to evaluate the change in LOS and volumes.

The Mitigation Measures section shall include:

Any traffic mitigation measures suggested by the traffic engineers shall be mentioned and their effectiveness shall be discussed.

The Conformity Determination section shall include:

1. A discussion of whether the project meets air quality transportation conformity requirements.
2. A discussion of any adverse effects and unavoidable significant adverse impacts on air quality from the proposed project relative to projected air quality conditions and regulatory compliance requirements.

**Deliverable(s):**

- Air Quality Technical Memorandum

## **WORK ELEMENT 8. GEOTECHNICAL/MATERIALS ENGINEERING**

### **Work Element 8.1 Geotechnical Field Investigation/ Materials Engineering**

The CONSULTANT shall complete a series of five (5) geotechnical borings along the project alignment to characterize subsurface soil and groundwater conditions. Two (2) borings will be advanced to depths of about 50 ft below existing grades on either side of Jenkins Creek and three (3) borings will be advanced to depths of about 20 ft along the remainder of the roadway corridor. The borings will be completed by a reputable drilling contractor under subcontract to the CONSULTANT with a truck-mounted drill rig using the mud rotary or hollow-stem auger drilling methods. The CONSULTANT will mark the boring locations in the field and arrange for underground utility location (“call before you dig”) prior to drilling.

#### **Assumptions:**

- All subcontractors, equipment subcontractors, laboratories, traffic control personnel and other related subcontractor personnel will be selected, hired and paid by the CONSULTANT.
- Appropriate traffic control, consisting of flaggers and warning signs, will be provided during drilling of borings. A traffic control plan will be submitted to the CITY for approval prior to commencing field explorations.
- The CITY will provide a no-cost street use permit.
- A total of 160 ft of drilling is assumed for this project.
- Soil sampling will be in accordance with ASTM D1586 (Standard Penetration Test procedure), ASTM D3550 (Ring-lined Barrel Sampling of Soil), and ASTM 1587 (Thin-Walled Tube Sampling of Soil).
- Borings located in streets and/or driveways will be patched with fast-setting concrete.
- Piezometers will not be installed in the borings. Groundwater levels at the time of drilling (if encountered) will be recorded.
- The locations of the borings explorations will be located in the field with a hand-held GPS unit. A drawing showing the approximate locations of the test pit explorations will be provided so that survey crews may pick up the locations and elevations. We assume that a base map in AutoCAD format will be provided for this purpose.
- Field exploration will be performed during the daylight hours.
- Soil samples will be disposed of 30 days after the date of the final report.

### **Work Element 8.2 Geotechnical Laboratory Testing**

The CONSULTANT shall complete a geotechnical laboratory testing program consisting of natural moisture content determinations and grain size analyses (sieve and hydrometer) on selected soil samples obtained from the borings to aid in classifying site soils, determining pertinent engineering properties of the soil, and for determination of the USDA textural classification. Ten (10) moisture content determinations and eighteen (18) grain size analyses will be completed. In addition, two (2) modified Proctor and two California Bearing Ratio (CBR) tests will be performed on samples of the roadbed soil. The subgrade resilient modulus ( $M_R$ ) will be determined based on correlation to the results of the CBR tests.

Collect a composite soil sample from each of the explorations present between 2 and 6 ft below existing grade. Five samples will be collected. The composite soil samples will be submitted to Analytical Resources, Inc. of Tukwila, Washington for determination of the organic content and the Cation Exchange Capacity (CEC). The organic content testing will be completed in accordance with ASTM D2974 and the CEC testing will be completed in accordance with EPA laboratory Method 9081.

### **Work Element 8.3 Geotechnical Engineering Analyses**

The CONSULTANT will develop geotechnical engineering conclusions and recommendations in accordance with WSDOT Standard Specifications for design and construction of the proposed roadway improvements, including:

- Recommendations for earthwork including clearing, grubbing, and stripping, wet weather construction considerations, temporary and permanent slopes, subgrade preparation, reuse of onsite soil for use as structural fill, import structural fill criteria, and compaction criteria
- Soil infiltration rates based on USDA textural analysis in accordance with the 2005 Department of Ecology *Stormwater Management Manual for Western Washington*
- Conceptual and feasible foundation types for the substructure of the new bridge and geotechnical design criteria for the bridge, including foundation support, seismic design requirements, and liquefaction hazard analysis (if applicable).
- New pavement thickness per AASHTO 1993 design procedures.

### **Work Element 8.4 Geotechnical Report**

The CONSULTANT shall prepare a geotechnical engineering report summarizing the results of field explorations, geotechnical engineering analyses and geotechnical engineering conclusions and recommendations for bridge foundation, infiltration rates, signal pole and stormwater vault foundation, retaining walls and pavement design. The report will be provided for review by the project team. Upon receipt of review comments, the CONSULTANT will address the comments and submit a signed and sealed final geotechnical engineering report.

#### **Deliverable(s) for Work Element 8:**

- Geotechnical Boring Plan
- Traffic Control Plan
- Three (3) copies of the Draft Geotechnical Engineering Report
- Three (3) copies of the Final Geotechnical Engineering Report

## **WORK ELEMENT 9. STORMWATER PLANNING AND REPORT**

### **Work Element 9.1 Requirements Determination and Offsite Analysis**

The CONSULTANT shall review existing conditions including topographic survey(s), GIS data, aerial images, and records from adjacent and previous developments. Perform site visit and observe upstream contributing areas, identify points of discharge, and walk downstream drainage

paths (as much as is practical). Discuss project area with City SWM staff to discover chronic drainage issues and any planned improvement projects. Measure new roadway impervious areas and determine applicable minimum requirements per Volume 1 of the Stormwater Manual.

### **Work Element 9.2 Alternatives Analysis**

The CONSULTANT shall prepare calculations to size alternative flow control and water quality treatment facilities based on initial general assumptions. Alternatives will likely include combined wet/detention vaults (or tanks), media filters (Filterra vaults and cartridge filters), bioretention (rain gardens), porous sidewalk, and infiltration. Alternatives will be combined in three or four scenarios for comparison of relative costs and benefits. Analysis results will be presented in a technical memo including a brief narrative, rough sketches showing facility locations and configurations, a comparison table, and a draft recommended alternative. The draft memo will be submitted to the CITY for review and comment at the beginning of the 30% design level. The final version of the memo will incorporate CITY comments and become part of the project design documentation.

#### **Deliverable(s)**

- One (1) pdf print file copy of the Stormwater Treatment and Flow Control Alternatives Memorandum (draft and final versions)

### **Work Element 9.3 Draft Surface Water Management Design Report**

The CONSULTANT shall prepare a draft Design Report in accordance with section 3.1.5, Volume 1, of the Stormwater Manual. The Design Report will be submitted to the CITY with the 30% PS&E for review and comment.

#### **Deliverable(s)**

- Two (2) bound paper copies and one (1) pdf print file of the Draft Surface Water Management Design Report

### **Work Element 9.4 SEPA and BA Document Preparation Support**

The CONSULTANT shall coordinate with environmental consultant and provide pertinent water quality and other civil project information required to complete forms, checklists, and reports for environmental permit applications.

### **Work Element 9.5 Final Surface Water Management Design Report**

The CONSULTANT shall revise the draft Design Report to address City comments and update all figures and calculations based on final project configuration. Submit to City for final review and comment with the 60% design PS&E.

#### **Deliverable(s)**

- Two (2) bound paper copies and one (1) pdf print file of the Final Surface Water Management Design Report

### **Work Element 9.6 Construction Stormwater Pollution Prevention Plan (CSWPPP)**

The CONSULTANT shall prepare the CSWPPP in accordance with the Stormwater Manual as required for the NPDES General Permit. A draft version of the plan will be submitted to the City for review and comment with the 60% PS&E. The plan will be prepared using a standard template made available by WSDOE.

**Deliverable(s)**

One pdf print file of the CSWPPP (draft and final versions)

**Work Element 9.7 NPDES Permit**

The CONSULTANT shall prepare the notice of intent form for the WSDOE General NPDES permit for construction. The form will be prepared at about the 90% design level and submitted electronically to the City for review and comment. The form will be finalized by incorporating City comments and then submitted to the City upon completion. The City will be responsible for facilitating public notification for the permit.

**Deliverable(s)**

- One (1) WSDOE Notice of Intent form (MS Word file draft and final versions)

**WORK ELEMENT 10. JENKINS CREEK HYDRAULIC ANALYSIS**

The CONSULTANT shall perform hydrologic/hydraulic analysis as required to determine scour, hydraulic and fish passage elements associated with the proposed bridge structure. The following tasks may be performed as part of this analysis:

**Work Element 10.1 Review Documents**

The CONSULTANT will review available design reports, proposed bridge construction plans, and other related documents (e.g., hydrologic/hydraulic report, soils report, aerial photography, topographic maps, etc.) in order to determine to what engineering methods and standards the proposed bridge was designed and existing hydrologic characteristics of the watershed. It is the understanding that this documentation would be provided by others.

**Work Element 10.2 Evaluate Historical Channel Changes**

The CONSULTANT will use available historical aerial photography, ground photography, topographic mapping, and FEMA mapping, review and evaluate the fluvial history of the watercourse to see what, if any, past vertical and horizontal changes have occurred at and near the proposed bridge location. It is the understanding that this documentation also would be provided by others.

**Work Element 10.3 Field Sampling and Data Collection**

The CONSULTANT will evaluate existing hydrologic/hydraulic report to determine the appropriateness of the design flow rates and hydraulic parameters at bridge location. Confirm existing hydrologic information and prepare a hydrologic/hydraulic report, if one is not available (including hydrology analysis and hydraulic modeling).

The following information will be collected for the stream:

- Field determination of the existing stream-bed material gradation upstream and downstream of the existing road crossing. This will be conducted using Wolman Pebble count procedure. Four pebble counts will be conducted at the site, two upstream and two downstream of the culvert. If material is too small for conducting Wolman counts, grab samples will be taken and sieve analysis conducted to determine size gradation.
- Determination of the bankfull channel width for the stream. The bankfull channel width will be field estimated based on observations of physical indicators such as changes in vegetation on the banks or changes in bank slope. The average value from multiple measurements may be used to determine a representative bankfull channel width for the stream.
- Estimate the flood-prone width of the stream, upstream of the existing road crossing, so as to allow for estimation of the entrenchment ratio (flood-prone width/bankfull width) of the project reach. The entrenchment ratio is an expression of the degree to which the channel is confined.
- Record observations regarding the potential for channel migration upstream and downstream of the roadway crossing, the equilibrium condition of the reach, and historic erosion and scour conditions.
- Evaluate the potential for downstream transport of debris and document the amount of large woody debris (>12”) within the channel upstream of the road culvert.
- Conduct longitudinal profile survey of the stream thalweg at the site. The extent of the longitudinal survey will be variable and will be flagged in the field by the hydraulic engineer. The stream profile survey shall extend a minimum of 1000 feet upstream and downstream of proposed bridge structure. These limits to be determined by CONSULTANT based on stream and site characteristics. The scope for this work effort is included in Work Element 6.0.
- Conduct supplemental cross section surveys for the hydraulic model, beyond the extent of the detailed topographic stream survey. The number and location of stream cross sections to be surveyed will be determined by CONSULTANT based on stream and project site characteristics. The hydraulic engineer will flag the cross section locations for the field crew.
- Conduct a water surface elevation profile survey along the project reach for one runoff event. The stream profile survey shall extend a minimum of 1000 feet upstream and downstream of proposed bridge structure. These limits to be determined by CONSULTANT based on stream and site characteristics. The scope for this work effort is included in Work Element 6.0.

- Determine an estimate of the flow rate for the above surveyed water surface elevation profile using a flow meter.

#### **Work Element 10.4 Hydrology**

The CONSULTANT will first review available stream gage data and basin reports for Jenkins Creek watershed. If watershed data is unavailable, nearby watersheds with long term gage data available will be assessed for similar physical and climatic characteristics to those of the Jenkins Creek watershed.

If basin studies and flow data is unavailable, as per WDFW, the consultant will use published regional regression equations to estimate design discharges for the design of the bridge crossing. Both the high flow and the low flow fish-passage design flows will be estimated using equations presented in WDFW. The subtasks that will be completed for the hydrologic analysis include:

- Delineate the tributary watershed boundary to the road crossing.
- Determine the watershed average 2-yr, 24-hour duration precipitation depth, and the watershed average mean annual precipitation depth using either gridded spatial precipitation mapping products available from WSDOT's website or isopluvial mapping (Miller et al 1973).
- Compute fish passage design flows and flood passage design flows from available basin studies and flow gages if available. Compare the flows from available data using regression equations.

If long term gage data is available for a nearby watershed that does have similar physical and climatic characteristics, then the design flood flows will be computed using a ratio of drainage areas. These computed design flood flows will be checked against those determined strictly from the regression equations and the CONSULTANT will make recommendations as to the appropriate flows to use in the analysis and design.

#### **Work Element 10.5 Hydraulic Modeling**

Using the stream surveys obtained in Work Element 6.0 the CONSULTANT will develop a 1-D numerical computer model of the study reach. The HEC-RAS (version 4.0) software will be used. The hydraulic model will be used to support the design effort by quantifying hydraulic properties of the project reach.

The modeling effort will be used to determine the appropriate bridge size to evaluate scour potential, to evaluate fish passage criteria, and to determine sediment transport characteristics within the project reach. The length of the project reach that will be included in the hydraulic model will vary but will not extend any further than 1500 feet upstream and 1500 feet downstream of the existing culvert.

The following tasks will be conducted in support of the hydraulic analysis:

- Develop an existing condition hydraulic model for the site that will model the hydraulic conditions of the reach with the existing culvert in place. The existing condition model will be calibrated to flow rates and surveyed water surface elevations from at least one flow event. The hydraulic model will be used to verify or check the estimated bankfull channel width determined in Work Element 10.3.
- Develop a baseline hydraulic model without the bridge/culvert in place. This model will be used to establish the baseline hydraulic conditions in the project reach without the culvert in place.
- Modify the existing condition hydraulic model to simulate the hydraulic conditions with the proposed bridge opening and any required changes to the channel and bed profile. Up to two bridge opening configurations will be analyzed with the hydraulic model. The range of flow magnitudes determined in Work Element 10.4 for the 100-year return period will be used to conduct a sensitivity analysis of hydraulic response to changes in estimated peak flow. The proposed condition model will be run and the hydraulic conditions will be analyzed for the following:
  - Low-flow fish passage design flow.
  - High-flow fish passage design flow.
  - 1.5-, 2-, 10-, 25-, 50-, 100-yr return period flows. Output from these model runs will be used in the incipient motion and sediment transport capacity calculations. Incipient motion analysis and analysis of sediment transport capacity will be done to ensure that the proposed openings provide sufficient hydraulic capacity and to determine the appropriate gradation of bed material through the bridge opening.
  - Conduct scour analysis and determine potential scour depth for the 100-yr flow to assist in the foundation design.
  - Determine the water surface profile for 100-yr return period flows so as to ensure adequate freeboard. While general guidance for bridge clearance is that the bottom of the superstructure should be 3 feet above the 100-year flood water surface, the CONSULTANT will coordinate with the CITY on the specific freeboard requirements required at the stream crossing.

### **Work Element 10.6 Fish Passage**

The CONSULTANT will analyze the project for fish passage under the proposed bridge structure based on the WDFW criteria performing the following tasks:

- Determine the appropriate span for the proposed bridge based on WDFW guidance. The hydraulic engineer will coordinate with WDFW staff to obtain concurrence on the determined span.
- Analyze the need for adjustments to the channel bed profile and or the need for grade control structures to provide fish passage and channel and bank stability within 50 feet upstream and downstream of the bridge. Perform design for grade control structures and channel restoration as needed to meet fish passage criteria.
- Analyze the need for habitat structures (i.e. large woody debris) and bank stabilization measures using WDFW criteria. Perform design for bank stabilization and habitat measures within 50 feet upstream and downstream of the bridge.

### **Work Element 10.7 Determine Aggradation/Degradation and Lateral Migration Trends**

Using existing or newly obtained particle size data and an applicable sediment-transport formula for the sediments present, the bed-material sediment-transport capacity of the reach of the watercourse encompassing the proposed bridge location shall be calculated. Using this information, along with existing and future (projected) manmade watershed and watercourse modifications, if any, long-term aggradation/degradation and lateral migration trends for the reach of the watercourse encompassing the proposed bridge location shall be determined. These results will be used to assist in developing the scour depths in Element 10.8 and may also influence the fish passage design in Element 10.6.

### **Work Element 10.8 Scour Components**

The CONSULTANT will analyze the magnitude of local scour components at the proposed bridge location (e.g., contraction scour, pier/abutment scour, bed-form scour, etc.) using flows computed in Work Element 10.4 using applicable, nationally recognized relationships.

### **Work Element 10.9 Hydraulic Design Report**

A summary Hydraulic Design Report of findings shall be prepared which discusses (1) review of the proposed bridge design, (2) the fluvial history of the watercourse encompassing the proposed bridge location, (3) the hydrologic/hydraulic analysis, (4) fish passage analysis (5) the sediment-transport aspects of the watercourse (single event general scour or fill at and near the proposed bridge location), (6) the local scour predicted to occur at the proposed bridge location, and (7) stream restoration/bank stabilization needed. As an element of the report, data would be provided regarding the analysis and calculations of the report elements for use in a stable long-term bridge design for both the foundation and superstructure at the proposed bridge location.

#### **Deliverable(s):**

- Three (3) copies of Draft Hydraulic Design Report

- Three (3) bound copies and one (1) unbound, camera-ready, copy of the Final Hydraulic Design Report

## **WORK ELEMENT 11. TYPE, SIZE AND LOCATION FOR STRUCTURES**

The CONSULTANT shall prepare Type, Size and Location (TS&L) Memoranda for retaining walls and for the replacement of the culvert at Jenkins Creek.

### **Work Element 11.1 Wall Type, Size and Location (TS&L):**

Type, size, location, and cross sections for potential retaining wall alternatives will be developed by the CONSULTANT. It is anticipated that walls will be either cast in place concrete or MSE type. In determining the type of wall to use, the CONSULTANT will analyze cost and constructability of each wall system.

### **Work Element 11.2 Bridge Type, Size and Location (TS&L):**

The Jenkins Creek culvert is assumed to be replaced with a single span bridge accommodating five 12-foot lanes and two 8-foot wide sidewalks. The bridge span length will be set after considering issues such as creek hydraulic opening, fish passage, scour analysis, stream channel reconstruction and potential trail accommodation. The CONSULTANT will review the existing site conditions and present the CITY with up to three bridge alternatives with a list of advantages and disadvantages for each alternative. The CONSULTANT will work with the CITY in making the selection of the preferred alternative. The deliverable for this task will be a TS&L Technical Memorandum.

#### **Deliverable(s):**

- Three (3) copies of Draft TS&L Memorandum for Walls
- Three (3) copies of Final TS&L Memorandum for Walls
- Three (3) copies of Draft TS&L Memorandum for Bridge
- Three (3) copies of Final TS&L Memorandum for Bridge

## **WORK ELEMENT 12. 30% Design**

The 30% Design will include a design narrative, deviation requests, Channelization Plan for Approval, 30% plans, and a preliminary cost opinion for the project. Specifications will not be provided for the 30% design.

### **Work Element 12.1 Design Narrative**

The design narrative shall include or reference any additional background material necessary to describe the design solution, such as meeting minutes, letters, standard designs, reports from field investigations, environmental constraints and commitments, applicable permit requirements, and other deliverables of this scope of services, as appropriate. Specific elements of the design report include:

- Criteria for roadway and bridge geometric design following the design matrix format from Chapter 42 of the WSDOT LAG Manual.
- General description of traffic control requirements and construction sequencing criteria (no plans will be prepared until final design).
- Analysis of Illumination levels demonstrating consistency with current City illumination standards. A preliminary layout of the street illumination system and supporting calculations will be included as an appendix to the design report. Coordinate with Intolight prior to completing lighting analysis, and provide for Intolight's review of CONSULTANT's analysis and revise analysis and provide responses to comments.
- Analysis of preliminary right-of-way and limited access requirements based on existing property lines, estimated required takes, easements and changes to current access. The City will provide the required width of right-of-way for affected roadways.
- Plant pallet and determination of irrigation needs.
- Analyze existing roadway landscape adjacencies and recommend appropriate right-of-way treatments for developed versus unimproved frontages. Recommend tree and plant selections appropriate for adjacencies. Determine watering strategy – temporary or permanent – for each treatment.
- Impacts to existing wetlands.
- Impacts to existing major utilities.
- Surface water management design criteria and brief description of proposed facilities.

**Deliverable(s):**

- Three (3) copies of the 30% Design Narrative

**Work Element 12.2 Deviations**

The CONSULTANT will prepare a formal deviation request for any project standard that does not meet CITY or WSDOT standards. The deviation request will be submitted to the CITY for approval. The CONSULTANT shall submit deviations to WSDOT where their approval is required.

**Deliverable(s):**

- Project Standards List (Assume 2 updates for approval and one supplement)
- Deviations (Assume 2, with 1 update each for approval)

**Work Element 12.3 Channelization Plan for WSDOT NW Region Approval**

Based upon the approved project standards and required queue lengths calculated in the traffic analysis, the CONSULTANT shall prepare a project channelization plan for CITY and WSDOT approval. The plan will be prepared in accordance with WSDOT NW Region Channelization Plan Checklist dated March 2, 2011 and submitted to the CITY for review and approval. Based on CITY comments, the channelization plan will be updated as required. The CONSULTANT will submit the plans to WSDOT for their review and approval.

**Deliverable(s):**

- Channelization Plan (assume 2 updates required for approval and Mylar set for final submittal and archiving by WSDOT)

**Work Element 12.4 30% Construction Plans Preparation**

The CONSULTANT shall prepare 30% Plans that include horizontal and vertical alignments, roadway sections, preliminary drainage, preliminary sewer improvements, signal system layout, channelization and preliminary bridge design.

The 30% Construction Plans shall include the following sheets:

**Civil**

- (1) Index/ Vicinity Map
- (1) Legend and General Notes
- (2) Roadway Sections
- (6) Roadway Plan and Profile
- (6) Drainage Plan and Profile
- (2) Stormwater Facility Plans
- (3) Bridge Plans
- (1) Signal Revision Plan
- (3) Pavement Marking, Signing and Illumination Plan (40 scale – 2 tiered)
- (3) Stream Restoration Plans
- (3) Sewer Utility Plan and Profile

**Deliverable(s):**

- Three (3) 1/2-size and two (2) full-size copies of the 30% Construction Plans, One (1) electronic copy in pdf format on CD

**Work Element 12.5 30% Engineer’s Estimate**

The CONSULTANT shall prepare a 30% engineer’s estimate using City of Covington standard bid items to reflect the expected construction costs for the project.

**Deliverable(s):**

- Three (3) hard copies and one (1) electronic copy of the 30% Engineer’s Estimate

**Work Element 12.6 30% QA/QC**

Conduct QA/QC reviews by senior engineers.

**Deliverable(s):**

- Quality Control check set and completed checklist (to files)

**WORK ELEMENT 13. 60% PS&E PREPARATION**

The CONSULTANT shall prepare 60% Construction Plans, Specification list, Estimate and 60% Design Narrative documenting design decisions since the 30% design narrative for the CITY’s

review. The CONSULTANT shall address 30% review comments. This scope assumes a five lane, one-span bridge over Jenkins Creek.

### **Work Element 13.1 60% Construction Plans Preparation**

The CONSULTANT shall prepare the Construction Plans to a 60% completion level. The 60% Plans shall include the following sheets:

#### **Civil**

- (1) Index/ Vicinity Map
- (1) Legend and General Notes
- (3) Roadway Sections
- (2) Staging Plans
- (6) Site Preparation Plans/ TESC Plans
- (2) TESC Details
- (6) Roadway Plan and Profile
- (6) Drainage Plan and Profile
- (2) Drainage Profiles
- (2) Drainage Details
- (3) Stormwater Facility Plans
- (2) Intersection Geometry
- (3) Miscellaneous Details
- (24) Bridge Plans
- (3) Structures/ Details (retaining walls, etc)
- (4) Traffic Signal Plans and Details
- (2) Signing Specification Sheets and Details
- (3) Pavement Marking, Signing and Illumination Plan (40 scale – 2 tiered)
- (1) Illumination Schedule Sheet
- (2) Pavement Marking Details
- (5) Traffic Control Plans
- (2) Driveway Profiles
- (6) Planting Plans (20 Scale)
- (1) Planting Details
- (6) Irrigation Plans
- (1) Irrigation Details
- (3) Stream Relocation Plan
- (2) Stream Relocation Details
- (3) Wetland Mitigation Plans and Details
- (3) Sewer Utility Plan and Profile
- (3) Sewer Detail Sheets

### **Work Element 13.2 60% Construction Specifications**

The CONSULTANT shall prepare a list of the proposed Construction Specifications for the 60% submittal. Construction specifications shall include Soos Creek Water & Sewer District's standard specifications in SCWSD contract form, referenced within the City's boilerplate

specification. Rewriting or reformatting SCWSD specifications into WSDOT format is not included in this scope.

### **Work Element 13.3 60% Engineer's Estimate**

The CONSULTANT shall prepare a 60% engineer's estimate using City of Covington standard bid items to reflect the expected construction costs for the project. The 60% estimate shall reflect the pay items and quantities as developed at the 60% stage of the project.

### **Work Element 13.4 60% Design Narrative**

The CONSULTANT shall prepare a 60 percent Design Narrative to support 60 percent PS&E review and comment. The design narrative shall document the process used to achieve the revision in the project design. The design narrative for each discipline revised shall be organized to list and/or describe first what criteria, standards, guidance, and/or codes governed the CONSULTANT'S work. The design narrative shall include or reference any additional background material necessary to describe the design solution, such as meeting minutes, letters, standard designs, reports from field investigations, environmental constraints and commitments, applicable permit requirements, and other deliverables of this scope of services, as appropriate. This submittal shall include a construction schedule.

### **Work Element 13.5 60% QA/QC**

Conduct QA/QC reviews by senior engineers.

#### **Deliverable(s):**

- Five (5) ½-size and two (2) full-size copies of the 60% Construction Plans
- Three (3) copies of the 60% list of Construction Specifications
- Three (3) hard copies and one (1) electronic copy of the 60% Engineer's Estimate
- Three (3) copies of the 60% Design Narrative
- One (1) electronic copy in pdf format on CD
- Attendance by the Consultant Project Manager and Engineer at a design review meeting to discuss CITY comments

## **WORK ELEMENT 14. 90% PS&E PREPARATION**

The CONSULTANT shall develop the 60% PS&E to a 90% completion level. Responses to the 60% PS&E comments shall be incorporated into the 90% PS&E.

### **Work Element 14.1 90% Construction Plans Preparation**

The CONSULTANT shall develop the 60% Construction Plans to a 90% completion level. The 90% Construction Plans shall include the sheets outlined under Work Element 13.1.

### **Work Element 14.2 90% Construction Specifications / Contract Provisions**

The CONSULTANT shall develop the Construction Specifications.

### **Work Element 14.3 90 % Engineer's Estimate**

The CONSULTANT shall prepare a 90% engineer's estimate to reflect the expected construction costs of the project. The 90% estimate shall reflect the pay items and quantities as developed at the 90% stage of the project.

### **Work Element 14.4 90% Design Narrative**

The CONSULTANT shall revise and update the 60% PS&E phase Design Narrative to reflect project design revisions made between the 60% and 90% reviews.

### **Work Element 14.5 90% Construction Schedule**

The CONSULTANT shall prepare the schedule for construction. This construction schedule will be integrated with utilities work and requirements.

### **Work Element 14.6 90% QA/QC**

Conduct QA/QC reviews by senior engineers.

#### **Deliverable(s):**

- Five (5) ½-size and two (2) full-size copies of the 90% Construction Plans
- Five (5) copies of the 90% Contract Provisions
- Three (3) hard copies and of the 90% Engineer's Estimate
- Three (3) copies of the 90% Design Narrative
- One (1) electronic copy in pdf format on CD
- Attendance by the Consultant Project Manager and Engineer at a design review meeting to discuss CITY comments

## **WORK ELEMENT 15. 100% CONTRACT DOCUMENT PREPARATION**

The CONSULTANT shall develop the 90% PS&E to a 100% Contract Document (Contract Plans and Provisions) completion level. Responses to the 90% comments shall be incorporated into the 100% Contract Documents.

### **Work Element 15.1 100% Construction Plan Preparation**

The CONSULTANT shall develop the 90% Construction Plans to a 100% completion level. This effort is assumed as a minor effort, and no design changes will take place after the 60% design has been completed.

### **Work Element 15.2 100% Construction Specifications**

The CONSULTANT shall update the 90% Construction Specifications to the 100% level for submittal to the CITY.

### **Work Element 15.3 100% Engineer's Estimate**

The CONSULTANT shall prepare a detailed 100% level cost estimate for the project in order to request funds for construction activities, to determine a fair price for the work to be performed, and to provide a basis for evaluating contractor bids.

#### **Work Element 15.4 100% Design Narrative**

The CONSULTANT shall revise and update the 90% PS&E phase Design Narrative to reflect the 100% design revisions.

#### **Work Element 15.5 100% Construction Schedule**

The CONSULTANT shall prepare the schedule for construction. This construction schedule will be integrated with utilities work and requirements.

#### **Work Element 15.6 100% QA/QC**

Conduct QA/QC reviews by senior engineers.

##### **Deliverable(s):**

- Three (3) ½-size and one (1) full-size copy of the 100% Construction Plans
- Two (2) copies of the 100% Contract Provisions
- One (1) hard copy of the 100% Engineer's Estimate
- Three (3) copies of the 100% Design Narrative
- One (1) electronic copy in pdf format on CD

#### **Work Element 15.7 Construction Permits**

The CONSULTANT shall obtain permits/ letters for construction. Permits include:

- *King County Wastewater Treatment Division (KCWTD) permit/letter*
- *City of Covington R/W permit/letter*
- *City of Covington Grading permit/letter*

### **WORK ELEMENT 16. FINAL REVISIONS**

#### **Work Element 16.1 PS&E Final Submittal**

The CONSULTANT shall make minor revisions to the Plans, Specifications and Estimate to incorporate the 100% review comments. The final Contract Plans will include all complete drawings with the CONSULTANT's engineering stamp, date and signature. The Contract Provisions document will be complete and be ready to use during bid advertisement. The CONSULTANT shall also prepare a final Engineer's Estimate of probable construction cost. The CONSULTANT shall not make any further changes to the documents without approval of the CITY. This effort is assumed as a minor effort to address minor plan and specification issues. Design changes are not provided for this submittal.

##### **Deliverable(s):**

- One (1) full-size paper copy of the Final Contract Drawings for CITY review prior to printing full-size Mylar drawings
- One (1) full-size (on 4 mm Mylar) copy and one (1) electronic copy (AutoCAD) of the Final Contract Drawings. Mylar to be sealed by a licensed civil engineer.
- One (1) unbound, camera ready, copy and one (1) electronic copy of the Final Contract Provisions. Contract Provisions to be sealed by a licensed civil engineer.

- One (1) hard copy, sealed by a licensed civil engineer, and one (1) electronic copy of the Final Engineer's Estimate.
- Two (2) copies of backup calculations for bid item quantities

## **WORK ELEMENT 17. BIDDING ASSISTANCE**

### **Work Element 17.1 Respond to Requests for Information**

The CONSULTANT shall respond to written questions and review substitution requests where no engineering effort is required from potential bidders.

#### **Deliverable(s):**

- Written response to questions

### **Work Element 17.2 Prepare Addenda**

The CONSULTANT shall prepare up to two (2) addenda if required. Plans and specifications shall be modified as required to clarify bidder's questions.

#### **Deliverable(s):**

- Two (2) addenda

## **WORK ELEMENT 18. COVINGTON WATER DISTRICT UPGRADE DESIGN COVINGTON WATER DISTRICT UPGRADE DESIGN**

Per our last meeting, we have included this following draft scope language for discussion. This work may be updated and contracted directly with the Covington Water District. There is no fee associated with this Work Element.

The Covington Water District is requesting a new water main in SR 516 that will serve the north and south developments along SR 516 and 185<sup>th</sup> Avenue SE without any dead end fire hydrants over 50 feet from the main. The CONSULTANT shall coordinate with the Covington Water District to determine the extent of the water main improvements. The CONSULTANT shall then design the water main and associated appurtenances in conformance with the District's design standards. Specific activities will include:

### **Work Element 18.1 Coordination**

Coordinate with Covington Water District on the design of new water mains to be constructed as well as existing mains and related water facilities to be abandoned or replaced during construction. Two (2) meetings with Covington Water District at three (3) hours per meeting are assumed as well as coordination via telephone, email and letter for this effort.

### **Work Element 18.2 30% Design PS&E**

Develop and submit construction plans to a 30% design level showing the conceptual horizontal and vertical layout of the proposed water main improvements in order to identify space

requirements within the right-of-way. The CONSULTANT shall prepare a 30% engineer's estimate using City of Covington standard bid items to reflect the expected construction cost for the project. Specifications will not be provided for this submittal. The design will be laid out on base drawings provided by Tetra Tech Engineers. The CONSULTANT's project manager will perform the QA/QC review on the 30% submittal documents. The 30% construction plans shall include the following sheets.

- Five (5) plan and profile view sheets

#### **Work Element 18.3 60% Design PS&E**

Develop and submit 60% design PS&E. The 60% design PS&E will include detailed plan and profile views of the water main improvements so that any conflicts with other utilities or design elements can be determined and resolved. Connection details, as well as other construction details will be developed sufficiently to understand the construction requirements of the project. The 60% Construction Specifications will be based on the CITY's boilerplate special provisions and Covington Water District's standard specifications. The 60% engineer's estimate will use the City of Covington's standard bid items to reflect the expected construction cost for the project. The CONSULTANT shall address all 30% review comments on the proposed water main improvements and perform QA/QC reviews by its project manager and construction observer on the 60% submittal document. The construction observer's review will focus on constructability issues. The 60% construction plans shall include the following sheets:

- Five (5) detailed plan and profile sheets of the water main improvements
- Two (2) detail sheets

#### **Work Element 18.4 90% Design PS&E**

Develop and submit 90% design PS&E. The 90% design PS&E will include detailed plan and profile views of the water main improvements. The design elements will be cross-checked with the other street and utility improvements to eliminate the major conflicts. Minor conflicts will be addressed during the 90% quality management review. The connection details and other construction details will be sufficiently designed that potential bidders could conceivably construct the project. All references and callouts will be checked to assure continuity within the design. Comprehensive specifications will be developed that describe the elements included in each bid item, how each bid item will be measured and paid, and the material and construction requirements. The 60% construction cost projections will be refined to provide an updated projection of probable construction cost. The CONSULTANT shall address all 60% review comments on the proposed water main improvements and perform QA/QC reviews by its project manager, quality control manager, construction observer, and principal in charge on the 90% submittal document. The 90% construction plans shall include the following sheets:

- Five (5) detailed plan and profile sheets of the water main improvements
- Two (2) detail sheets

#### **Work Element 18.5 100% Design PS&E**

The CONSULTANT shall develop and submit the 100% design PS&E addressing all comments from the 90% review and should represent documents nearly ready to advertise for bids. This effort is assumed to be minor and that no design changes will have occurred after the 90% design has been completed. The CONSULTANT shall perform a final QA/QC review to ensure that all

design elements have been addressed and the documents are ready to be advertised for bids by the CITY. The 100% level cost estimate for the project will be sufficiently detailed to determine a fair price for the work to be performed, and to provide a basis for evaluating contractor bids. The 100% construction plans shall include the following sheets:

- Five (5) detailed plan and profile sheets of the water main improvements
- Two (2) detail sheets

**Work Element 18.6 Final Design PS&E**

The CONSULTANT shall make minor revisions, as necessary, to the PS&E to incorporate the 100% review comments. The final contract plans will include all complete stamped drawings with date and signature. The contract provisions document will be complete and be ready to use during bid advertisement. The CONSULTANT shall also prepare a final engineer's estimate of probable construction costs. This effort is assumed as a minor effort to address minor plan and specification issues. Design changes are not provided for this submittal. The CITY can use this submittal to advertise for bids from contractors. The 100% construction plans shall include the following sheets:

- Five (5) detailed plan and profile sheets of the water main improvements
- Two (2) detail sheets

**Agenda Item 3**  
Covington City Council Meeting  
Date: March 27, 2012

SUBJECT: PRESENTATION ON 2011 YEAR END FINANCIALS.

PREPARED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. 2011 Fourth Quarter and Annual Report
2. Quarterly Performance Report Charts for All Funds
3. Major Revenue Comparison

EXPLANATION:

Attached are reports and charts for each fund explaining the status of each fund.

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

FISCAL IMPACT:

No impact. This is an update on 2011 operational activity through fourth quarter as compared to budget.

CITY COUNCIL ACTION:     Ordinance     Resolution     Motion     Other

**NO ACTION NECESSARY – DISCUSSION ITEM ONLY**

REVIEWED BY: City Manager

# Economic & Revenue Summary

~WA State Economic & Revenue Forecast Council

December 31, 2011



CITY OF COVINGTON

## 2011 Fourth Quarter

- The U.S. economy is performing as expected in the last forecast, but downside risks remain extremely high.
- On a global view, the drag from Europe has cast a pall over Asia, where growth is slowing dramatically. Tensions with Iran in the Straits of Hormuz over their nuclear program threatens to destabilize oil prices. And finally, the other Washington stayed true to form when it passed only a two-month extension of the payroll tax cut. Such short-term stimuli have very little impact on consumer spending.
- Washington’s economy is benefitting from solid performances by aerospace, software and agriculture. But overall growth is being held back by a still stagnant construction sector, and declining state and local government budgets.
- The single greatest risk to continued growth in Washington remains the European sovereign debt crisis followed by political gridlock in the other Washington.
- The employment recovery in Washington has picked up recently, but is being held back by public sector job losses.
- Recent housing construction has been a bit stronger than we expected, particularly in the single family segment. However the long range look for single-family construction is flat to negative.
- Regional home prices remain weak.

### 2011 Fourth Quarter

2011 brought mixed results for the city. All funds performed as predicted with some good surprises while some individual revenue sources continue to feel the effects of the recession. Development Services ended the year on a very successful note bringing in six commercial permits. SWM has a healthy fund balance and revenues exceeded expenditures in all funds except for Streets which was expected. Sales tax exceeded budget for the first time in three years while REET and utility tax continue to languish. 2012 promises to be exciting with the resolution of the liquor initiative, the BPAC report and hopefully an economy that continues its slow journey to recovery.

- Rob Hendrickson, Finance Director

#### Inside this issue:

Property Tax	2	Cash and Investments	6
Real Estate Excise Tax	2	Capital Investment Program	7
Retail Sales and Use Tax	3		
Utility Tax	3		
General Fund	4		
Public Works	5		
Development Services	5		
Parks and Recreation	5		

# Property Tax

Property tax is collected by King County and distributed on a daily basis to all taxing agencies within the county.

2009	2010	2011
\$ 2,046,294	1,976,819	\$ 2,339,013

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

Property tax is the most stable source of revenue the City has. It is one leg of the “three legged” stool which the General Fund relies on for revenue. The other two legs are sales tax and utility tax.

Property taxes are unrestricted. This means there are no restrictions on what the revenue can be used to pay for within the City. Currently property taxes are allocated 100% to the General Fund.

Collections for 2011 were 18.3% above 2010 or \$362,194 more. Total collected was \$2,339,013 which was 99.2% of budget.

The increase was due to several factors: 1) the Council’s decision to take the property tax bank and 2) prior year delinquent payments.

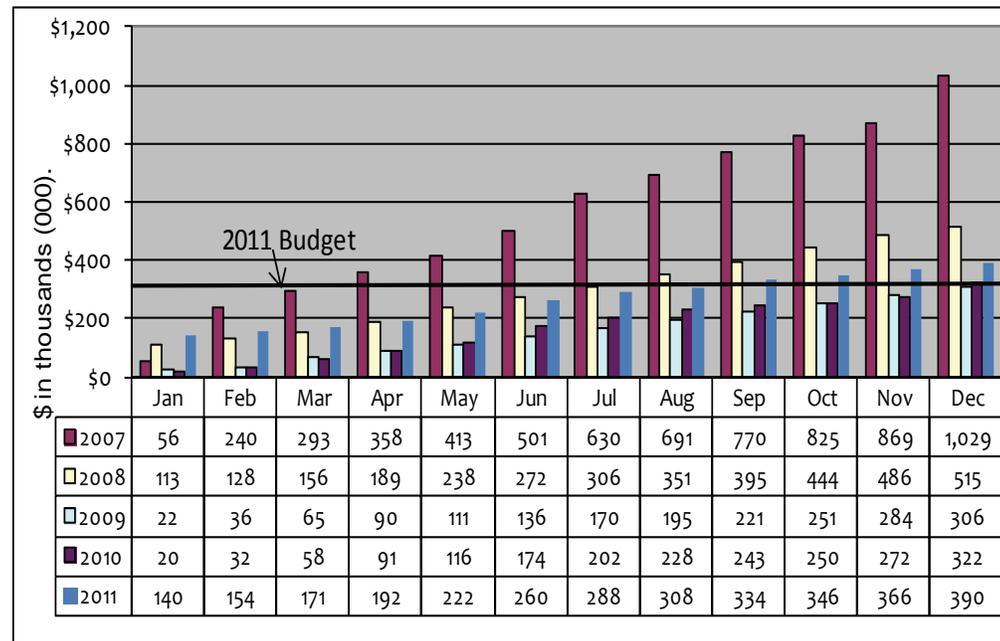
The City’s 2011 assessed valuation is \$1.721 billion—a decrease of \$94 million or 5% over the previous year.

## Real Estate Excise Tax (REET)

REET revenue is a restricted revenue dedicated to paying debt service on the 2007 transportation bonds and loans from the Public Works Trust

Fund. This tax is levied by the City on all sales of real estate at the rate of one-half percent (two quarter percents).

Through year end, collections are at \$390,364 (cash basis) or 130.1% of budget. The Adagio Apartment sale contributed to the large amount. The budget for 2011 is \$300,000.



Through December there were 35 new home sales, 195 existing home sales, nineteen land only sales, one building sale, and one commercial sale.



## Retail Sales & Use Tax

Collections through year end exceeded budget for the first time in three years.

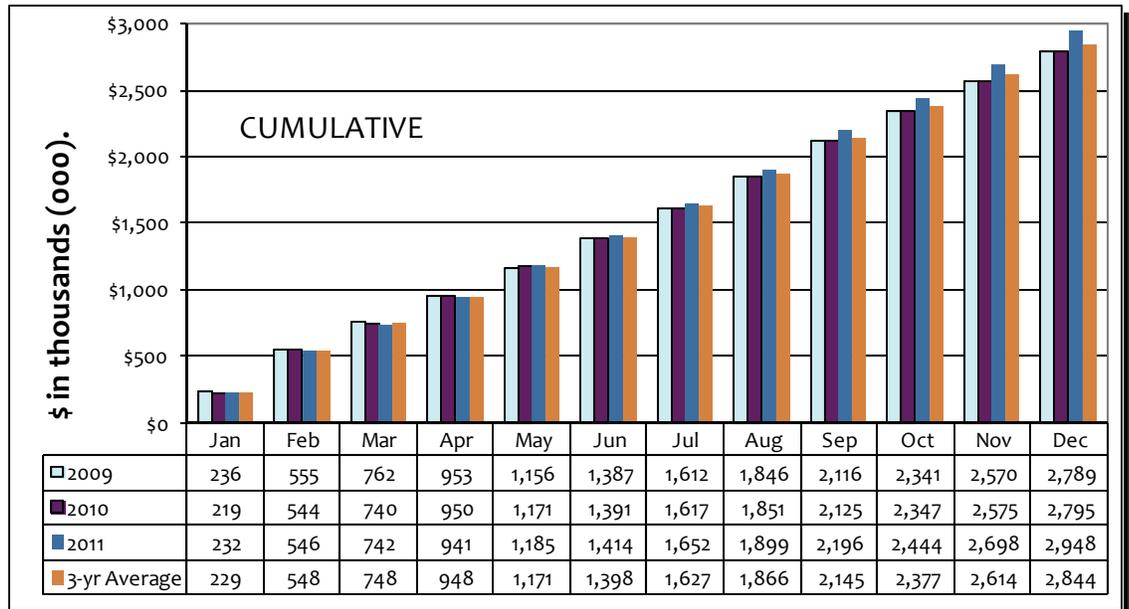
Sales and Use Tax is the largest revenue source available to the City. It currently supports the General Fund at 84% and the Parks and Recreation Fund at 16%. Fourth quarter collections are well above 2010 levels by \$81,080 or 12.1%. Total collections are at \$2.95 million or 103.6% of budget.

In year over year comparisons, retail sales increased by 1.0%, construction

went up 79.9%, food services was up 7.6%, and all other categories increased 3.1%.

Retail sales have seen benefits from

several new retailers who entered the marketplace such as Airstream Trailer Sales. The City added revenues from Big Lots and Big Five in the fourth quarter.



## Utility Tax

The City imposes a utility tax on electrical energy, natural gas, brokered natural gas, solid waste, cable television, and telephone at the rate of 5.5%. (this will increase to 6.0% in 2012)

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

The fourth quarter is seeing a slight increase over 2010 but well under budget. Collections were at 88.6% or \$1,785,763.

Electricity and natural gas have increased over 2010 while solid waste, cable and telephone have decreased.

The accompanying chart reflects the changes in revenue through the fourth quarter of 2010 and 2011.

An audit of the utility tax will take place in 2012.

Utility	2010	2011
Electricity	\$600,547	\$617,364
Natural Gas	300,097	334,737
Solid Waste	134,455	124,008
Cable	242,778	240,339
Telephone	500,811	469,316
<b>Total</b>	<b>\$1,778,689</b>	<b>\$1,785,763</b>

## GENERAL FUND

Revenues through fourth quarter are 99.1% of budget or \$8.256 million. This is an increase of \$724,500 above 2010 levels. The big three revenues—sales tax, property tax, and utility tax are higher by \$669,500 than 2010. Property tax came in at 99.2%, sales tax exceeded forecast by 3.6%, and utility taxes are at 88.6%. These three tax categories account for 80.1% of all general fund revenues for 2011. (Please see specific details on pages 2 and 3)

Total annual expenditures including transfers out are \$7.6 million. This is an increase in spending of \$151,380 over 2010 but still well below the budget of almost \$8 million.

Overall, 95.1% of the budget was spent. Two departments exceeded budget while seven departments and the operating transfer came in under budget.

All expenditure categories came in under budget except supplies

which was \$7,600 over budget.

Salaries, benefits, and police services account for over 60% of the general fund expenditures for 2011.

Police services came in under budget along with intergovernmental services which accounts for almost \$265,000 in budget savings.

Revenues exceeded expenditures by \$654,400.

### GENERAL FUND DEPARTMENT BUDGET UPDATE

Department	2010	% of Budget	2011	% of Budget
City Council	87,161	62.4%	98,174	87.2%
Municipal Court	545,579	131.5%	611,667	121.7%
City Manager	824,651	101.3%	860,540	98.1%
Finance	483,740	92.7%	494,645	97.7%
Legal	67,172	66.5%	66,253	77.0%
Personnel	334,227	100.0%	343,991	103.5%
Central Services	924,349	101.9%	896,656	96.2%
Law Enforcement	2,784,452	97.9%	2,810,420	93.0%
Community Development	425,913	89.5%	354,986	81.4%
Operating Transfers Out	973,047	75.1%	1,064,339	91.8%
<b>TOTAL</b>	<b>\$ 7,450,291</b>	<b>94.9%</b>	<b>\$ 7,601,671</b>	<b>95.1%</b>

## PUBLIC WORKS

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Public Works consists of Street Operations and Surface Water Management (SWM).

Street Operations is funded by franchise fees received from Comcast and a motor vehicle fuel excise tax—gas tax.

Franchise fees came in slightly behind forecast at 98.6% or \$196,256. Total operating revenues are \$563,268 and other financing sources are \$280,489. At \$843,757, this puts total revenues ahead of forecast for the year by 2.6%.

The gas tax is slightly under

budget and below 2010 levels due to the economy. With gas at record levels people are driving less thereby impacting the amount of gas tax received. The amount received was about 96.9% (\$366,250) of budget.

Gas tax and franchise fees make up 66.7% of total revenues.

Operating expenditures came in on target for 2011. Total expenditures are at 99.9% or \$1.1 million.

Transfers out include a payback to REET from Streets in the amount of \$251,012.

SWM is primarily funded through drainage fees that are collected by King County. The City has collected \$1.6 million or 104.2%. Total revenues are at 102.8% or \$1.67 million.

Operating expenditures are at 91.7% or \$938,449. With transfers out and debt service costs total uses are \$1,373,991 or 89.8%—well under budget. Salaries and benefits stand at 73.4% of operating expenditures.

Revenues exceed expenditures by \$294,600.

## DEVELOPMENT SERVICES

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Revenue has exceeded budget expectations by over double. Through the end of December, \$1,582,767 or 233.7% of the forecasted budget has been received. All revenue categories exceeded their respective budgets.

Normally, single family residen-

tial permits generate the most revenue but six commercial permits came in during 2011 versus 0 for 2010.

Operational expenditures came in at 130.6% or \$684,713. Including other financing uses totaling \$136,452 the percentage lowers to 124.1%. This overage

was due to additional hours being added to existing staff to accommodate increased business and coverage for the Black Diamond contract.

This department is heavily service oriented. Salaries and benefits are 86.2% of operating expenditures.

## PARKS and RECREATION

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

Total revenue is on target at

99.2% or \$1.2 million. Aquatics revenue is 95.9% or \$466,487—slightly below forecast. Attendance was below 2010 levels by approximately 6,400 users which could account for the lower revenue.

Overall operating expenditures for the four divisions are 100.7%

or about \$1.0 million. Overall uses are \$1.2 million or 101.2%. Revenues exceeded expenditures by \$14,000.

Salaries and benefits comprise 70.1% of expenditures. 2011 expenditures are slightly below comparable 2010 expenditures.

## Cash & Investments

Total cash and investments for the end of the December is \$10,331,954. This is more than December 2010 by \$2,583,266. The largest gain was in CIP at \$1,083,614. The second largest was in Development Services at \$767,841.

The Local Government Investment Pool (LGIP) earned 0.13% in December. The City has \$7,443,107 invested with the LGIP. The LGIP invests in short term securities. It is compara-

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

Investments outside the LGIP include a \$1.5 million agency bond earning 1.14% and will mature on August 22, 2013. Staff also recently invested \$1 million in an agency bond (FNMA) yielding 1.012% and maturing July 25, 2014. There are other smaller investments earning various rates.

Cash on hand is kept at Bank of America and various petty cash funds throughout the City.

The chart below reflects the amount of cash and investments allocated to each fund within the City compared to 2010. This is reconciled and updated on a monthly basis.

Beginning January 2012, the city's depository will be US Bank. They won out in the city's RFP process in 2011.

### TOTAL GENERAL LEDGER ACCOUNTS

	as of 12/31/10	as of 12/31/11	Δ
GENERAL FUND	\$1,947,090.98	\$2,237,331.30	\$290,240.32
STREET FUND	484,213.29	272,571.46	(211,641.83)
CONTINGENCY FUND	419,583.99	420,114.32	530.33
CUMULATIVE RESERVE FUND	1,410,745.52	1,427,664.06	16,918.54
REET 1ST 1/4% FUND	0.00	28,010.08	28,010.08
REET 2ND 1/4% FUND	0.00	28,010.08	28,010.08
DEVELOPMENT SERVICES FUND	817,945.88	1,585,787.69	767,841.81
PARKS FUND	159,855.33	216,549.82	56,694.49
LID 99-01 GUARANTY FUND	52,156.93	52,258.32	101.39
LID 99.01 FUND	17,908.45	269.52	(17,638.93)
CAPITAL IMPROVEMENT PROGRAM FUND	707,294.24	1,790,908.62	1,083,614.38
SURFACE WATER MANAGEMENT FUND	1,242,920.54	1,687,739.74	44,481.92
UNEMPLOYMENT INSURANCE FUND	147,097.16	137,426.42	(9,670.74)
EQUIPMENT REPLACEMENT FUND	341,875.31	357,312.65	15,437.34
			-
<b>TOTAL ALL FUNDS</b>	<b><u>\$7,748,687.62</u></b>	<b><u>\$10,331,954.08</u></b>	<b><u>\$2,583,266.46</u></b>

# Capital Investment Program

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Four projects have expenditures totaling \$472,747.

The table below outlines individual project activity.

Project #	Project Description	Revenues	Expenditures
1010	Covington Community Park	\$0	\$73,492
1026	Annual Facility Rehab	\$0	\$24,569
1039	SR 516 Safety Widening	\$343,257	\$373,789
1082	Covington Way/SR 516 Connector	\$0	\$897

**CITY OF COVINGTON  
FINANCE DEPARTMENT**

**16720 SE 271st St  
Suite 100  
Covington, WA 98042**

**Phone: 253-638-1110  
Fax: 253-638-1122**

Rob Hendrickson - Finance Director  
Casey Parker - Accountant  
Lindsay Hagen - Finance Specialist  
Staci Cles - Accounting Clerk

# City of Covington

## Quarterly Performance Report - General Fund

### as of 12/31/2011

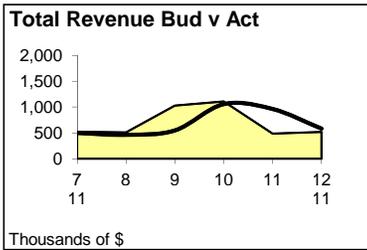


Chart 1

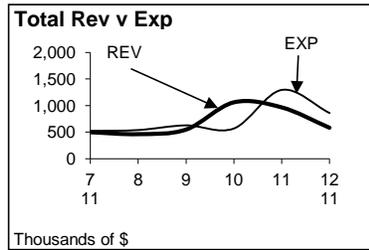


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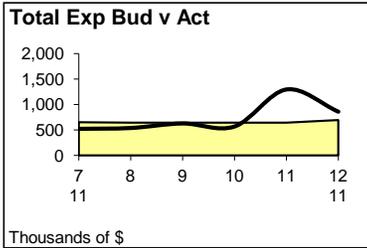


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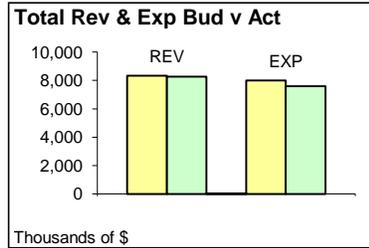


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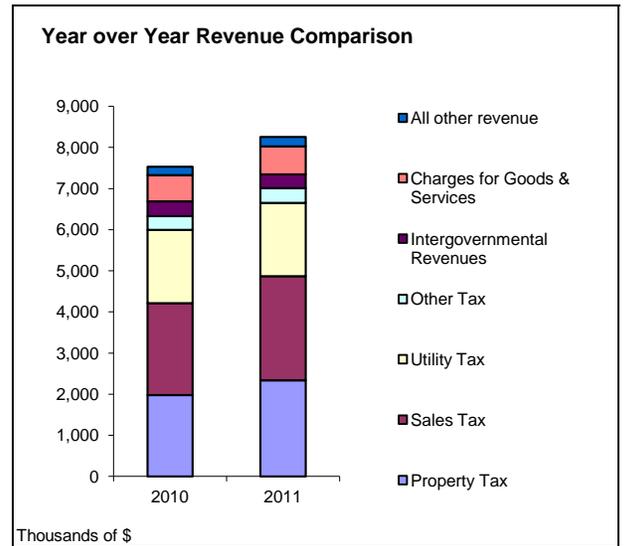
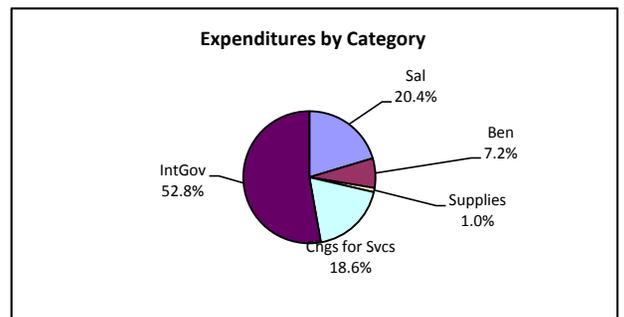
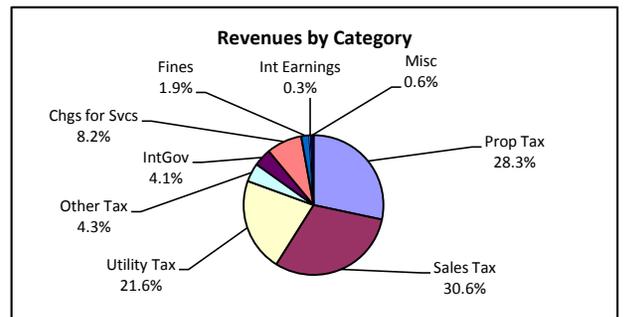


Chart 5

Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll YTD	2010 Actual
Property Tax	\$ 2,356.8	\$ 2,339.0	\$ 17.8	99.2%	\$ 1,976.8
Sales Tax	2,439.0	2,527.7	(88.7)	103.6%	2,237.5
Utility Tax	2,016.0	1,785.8	230.2	88.6%	1,778.7
Other Tax	352.0	355.1	(3.1)	100.9%	337.2
Intergovernmental Rev	321.5	339.2	(17.7)	105.5%	357.2
Charges for Goods & Svcs	682.0	675.9	6.1	99.1%	639.2
Fines & Penalties	123.1	155.1	(32.0)	126.0%	127.7
Investment Interest	14.8	25.0	(10.2)	168.8%	13.7
Miscellaneous	25.5	53.2	(27.7)	208.7%	63.6
<b>Total Operating Revenues</b>	<b>8,330.7</b>	<b>8,256.0</b>	<b>74.7</b>	<b>99.1%</b>	<b>7,531.6</b>
Other Financing Sources	-	0.1	(0.1)	0.0%	0.0
<b>Total Sources</b>	<b>\$ 8,330.7</b>	<b>\$ 8,256.1</b>	<b>\$ 74.6</b>	<b>99.1%</b>	<b>\$ 7,531.6</b>
Salaries & Wages	\$ 1,341.8	\$ 1,324.7	\$ 17.1	98.7%	\$ 1,301.0
Benefits	491.2	470.8	20.4	95.9%	475.4
Supplies	59.6	67.1	(7.6)	112.7%	63.9
Charges for Services	1,342.2	1,209.4	132.8	90.1%	1,316.6
Intergovernmental Svcs	3,566.5	3,434.1	132.4	96.3%	3,289.4
Capital	-	-	-	0.0%	6.0
<b>Total Operating Expenses</b>	<b>6,801.3</b>	<b>6,506.2</b>	<b>295.2</b>	<b>95.7%</b>	<b>6,452.3</b>
Other Financing Uses	1,190.9	1,095.5	95.4	92.0%	998.0
<b>Total Uses</b>	<b>\$ 7,992.2</b>	<b>\$ 7,601.7</b>	<b>\$ 390.5</b>	<b>95.1%</b>	<b>\$ 7,450.3</b>



**Legend**

**Cur Year**  
 **Budget**  
 **Actual**

Data in Thousands of \$

# City of Covington

## Quarterly Performance Report - Street Operations

### as of 12/31/2011

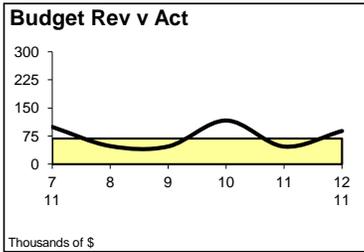


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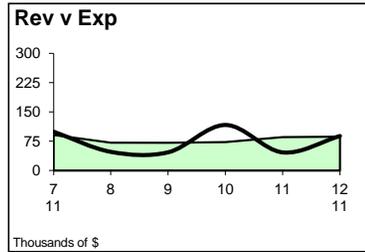


Chart 2

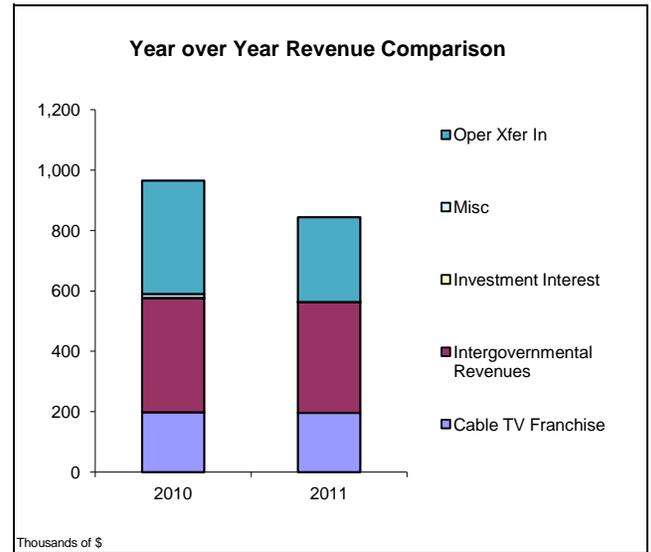


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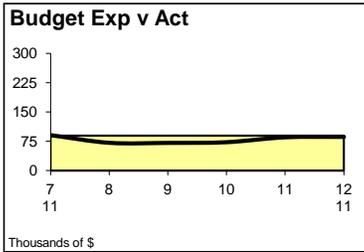
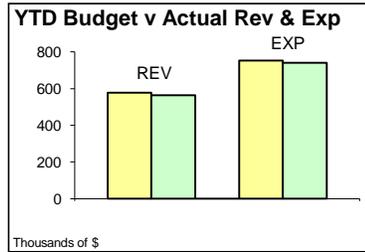
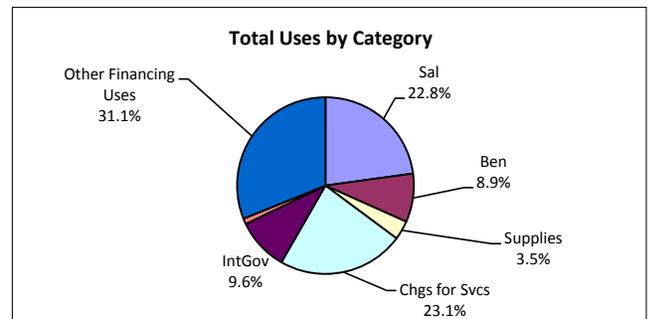
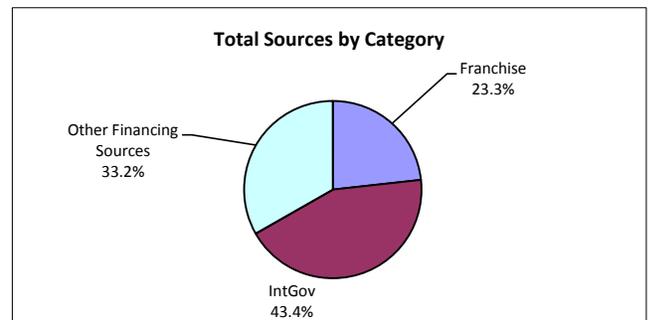


Chart 3



Less: Operating Transfers and Other Financing Uses

Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll	2010 Actual
Cable TV Franchise	\$ 199.0	\$ 196.3	\$ 2.7	98.6%	\$ 197.8
Intergovernmental Revenues	378.2	366.5	11.7	96.9%	378.3
Investment Interest	1.0	0.5	0.5	47.7%	1.3
Miscellaneous	-	0.0	(0.0)	0.0%	12.0
<b>Total Operating Revenues</b>	<b>578.2</b>	<b>563.3</b>	<b>14.9</b>	<b>97.4%</b>	<b>589.3</b>
Operating Transfer In	244.2	280.5	(36.3)	114.8%	375.9
<b>Total Sources</b>	<b>\$ 822.4</b>	<b>\$ 843.8</b>	<b>\$ (21.3)</b>	<b>102.6%</b>	<b>\$ 965.3</b>
Salaries & Wages	\$ 261.7	\$ 245.1	\$ 16.6	93.7%	\$ 250.4
Benefits	95.4	95.5	(0.1)	100.1%	91.7
Supplies	47.8	37.4	10.4	78.2%	31.5
Charges for Services	224.3	248.2	(23.9)	110.6%	203.3
Intergovernmental	123.6	102.9	20.7	83.3%	159.0
Capital	-	11.1	(11.1)	0.0%	5.7
<b>Total Operating Expenses</b>	<b>752.8</b>	<b>740.2</b>	<b>12.6</b>	<b>98.3%</b>	<b>741.5</b>
Other Financing Uses	322.6	334.1	(11.6)	103.6%	164.1
<b>Total Uses</b>	<b>\$ 1,075.4</b>	<b>\$ 1,074.3</b>	<b>\$ 1.1</b>	<b>99.9%</b>	<b>\$ 905.6</b>



Legend	
	Cur Year
	Budget
	Actual
Data in Thousands of \$	

# City of Covington

## Quarterly Performance Report - Development Services

### as of 12/31/2011

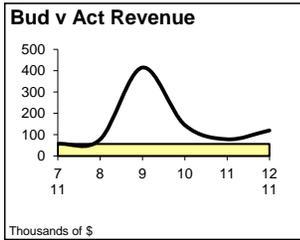


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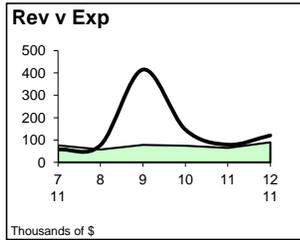


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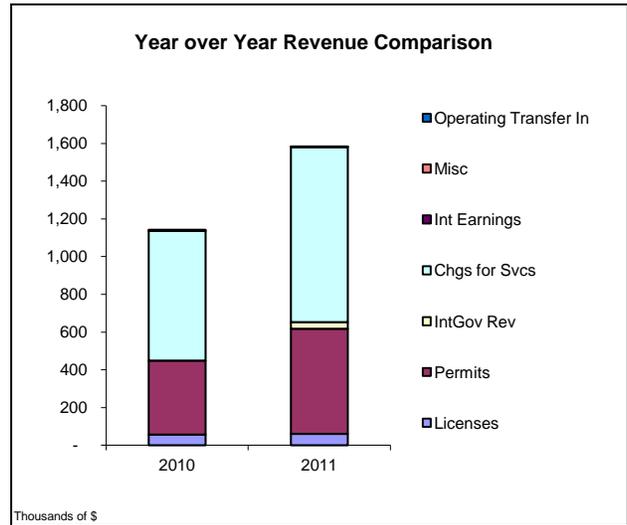


Chart 5

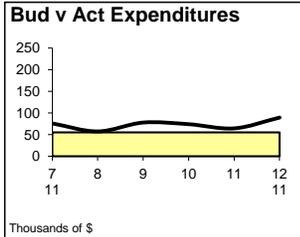


Chart 3

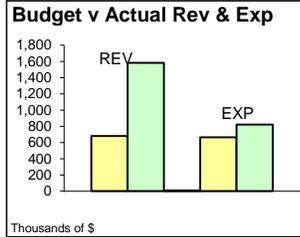


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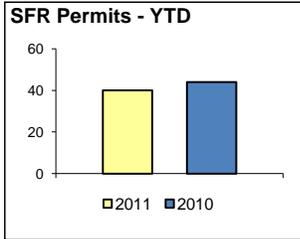


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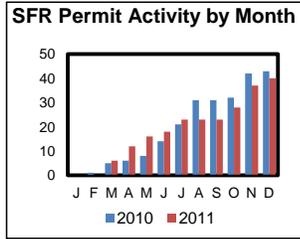


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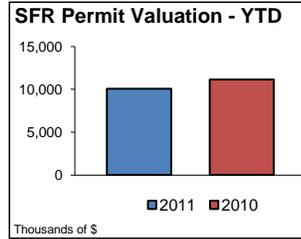
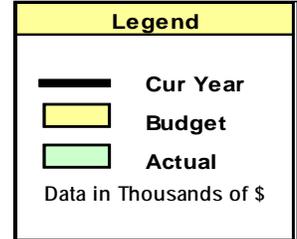
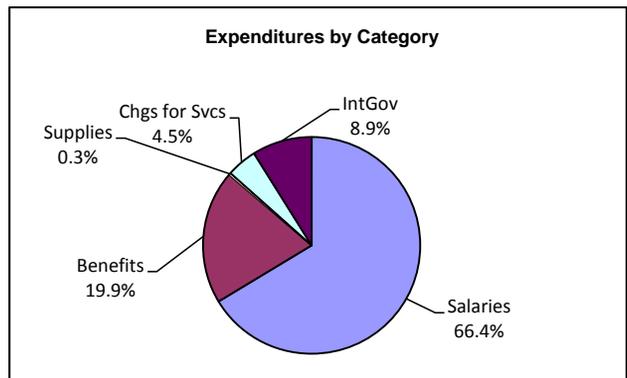
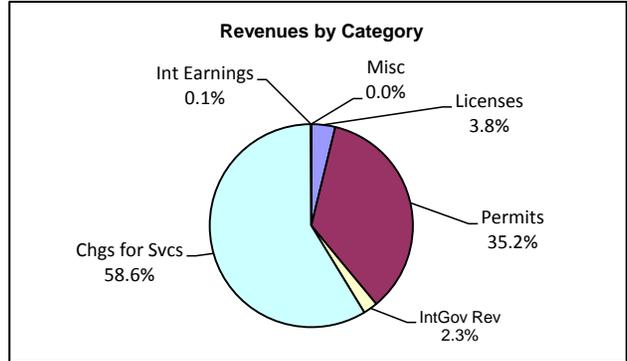


Chart 8



Rev & Exp - YTD	2011	2011	\$ Rem	% Coll YTD	2010
	Budget	Actual			Actual
Licenses	47.0	60.3	(13.3)	128.3%	57.0
Permits	356.3	556.8	(200.6)	156.3%	391.7
Intergovernmental Svcs	2.1	36.1	1720.8%		-
Charges for Services	271.3	927.7	(656.3)	341.9%	688.9
Interest Income	0.6	1.8	(1.2)	304.4%	1.3
Miscellaneous	-	0.0	(0.0)	0.0%	4.0
<b>Total Operating Revenues</b>	<b>677.3</b>	<b>1,582.8</b>	<b>(871.4)</b>	<b>233.7%</b>	<b>1,142.9</b>
Operating Transfer In	-	-	-	0.0%	-
<b>Total Sources</b>	<b>\$ 677.3</b>	<b>\$ 1,582.8</b>	<b>\$ (871.4)</b>	<b>233.7%</b>	<b>\$ 1,142.9</b>
Salaries & Wages	291.2	454.3	(163.2)	156.0%	325.5
Benefits	103.2	136.5	(33.3)	132.3%	107.2
Supplies	5.6	2.0	3.6	35.1%	3.1
Charges for Services	75.2	30.9	44.3	41.0%	32.9
Intergovernmental	48.9	61.0	(12.1)	124.7%	54.3
<b>Total Operating Expenses</b>	<b>524.1</b>	<b>684.7</b>	<b>(160.6)</b>	<b>130.6%</b>	<b>523.0</b>
Other Financing Uses	137.7	136.5	1.2	99.1%	92.9
<b>Total Uses</b>	<b>\$ 661.8</b>	<b>\$ 821.2</b>	<b>\$ (159.4)</b>	<b>124.1%</b>	<b>\$ 615.9</b>



# City of Covington

## Quarterly Performance Report - Parks and Recreation Services

### as of 12/31/2011

#### SUMMARY CHARTS

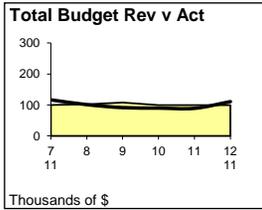


Chart 1

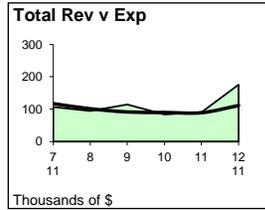


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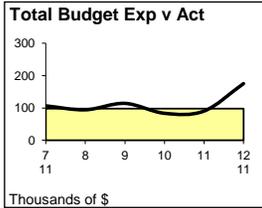


Chart 3

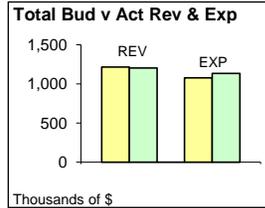


Chart 4

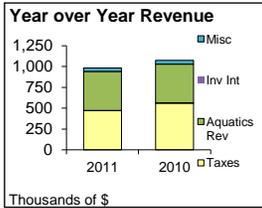


Chart 5

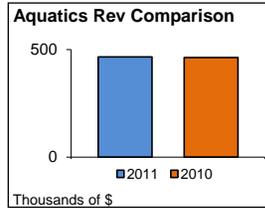


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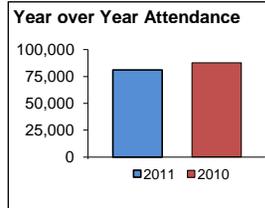
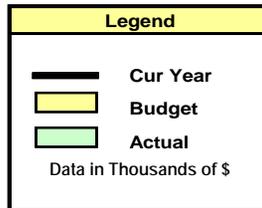
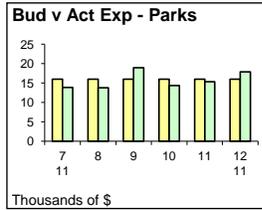
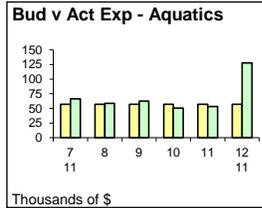


Chart 7

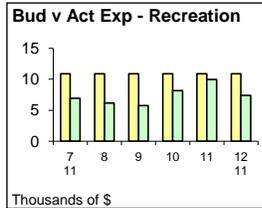
#### DEPARTMENTS



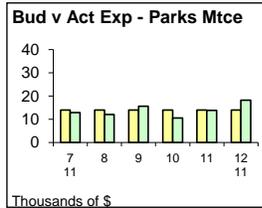
Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll YTD	2010 Actual
Salaries & Wages	\$ 114.2	\$ 114.2	\$ (0.0)	100.0%	\$ 111.7
Benefits	43.7	32.9	10.8	75.2%	32.1
Supplies	1.2	1.2	(0.0)	100.1%	0.2
Charges for Services	5.9	1.6	4.3	26.8%	36.9
Intergovernmental Svcs	0.9	1.0	(0.1)	113.1%	1.1
Total Operating Expenses	165.9	150.9	15.0	91.0%	182.0
Other Financing Uses	26.2	26.7	(0.5)	101.9%	26.9
<b>Total Uses</b>	<b>\$ 192.0</b>	<b>\$ 177.5</b>	<b>\$ 14.5</b>	<b>92.4%</b>	<b>\$ 208.9</b>



Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll YTD	2010 Actual
Salaries & Wages	\$ 310.5	\$ 326.6	\$ (16.0)	105.2%	\$ 345.1
Benefits	82.6	89.7	(7.1)	108.6%	91.1
Supplies	95.3	87.4	7.8	91.8%	89.0
Charges for Services	102.6	138.9	(36.4)	135.4%	114.0
Intergovernmental Svcs	7.8	8.8	(1.0)	113.2%	30.1
Total Operating Expenses	598.7	651.4	(52.7)	108.8%	669.2
Other Financing Uses	85.1	88.9	(3.7)	104.4%	85.5
<b>Total Uses</b>	<b>\$ 683.9</b>	<b>\$ 740.3</b>	<b>\$ (56.4)</b>	<b>108.2%</b>	<b>\$ 754.7</b>

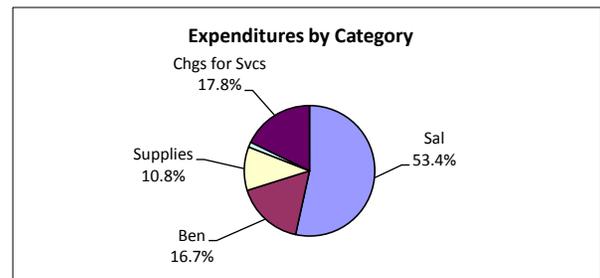
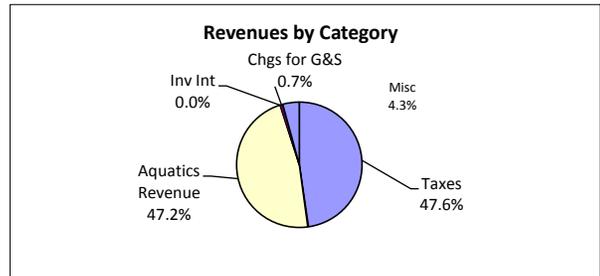


Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll YTD	2010 Actual
Salaries & Wages	\$ 59.7	\$ 52.9	\$ 6.9	88.5%	\$ 38.8
Benefits	17.6	24.2	(6.6)	137.3%	11.3
Supplies	3.7	6.2	(2.5)	168.3%	9.7
Charges for Services	29.8	12.9	16.9	43.4%	13.2
Intergovernmental Svcs	-	8.8	(8.8)	0.0%	2.4
Total Operating Expenses	110.9	99.6	11.3	89.8%	75.4
Other Financing Uses	19.6	20.0	(0.4)	101.9%	4.0
<b>Total Uses</b>	<b>\$ 130.5</b>	<b>\$ 119.6</b>	<b>\$ 10.9</b>	<b>91.6%</b>	<b>\$ 79.4</b>



Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll YTD	2010 Actual
Salaries & Wages	\$ 63.6	\$ 58.3	\$ 5.2	91.8%	\$ 64.7
Benefits	24.2	26.1	(1.8)	107.5%	24.2
Supplies	8.9	16.9	(8.0)	190.5%	27.6
Charges for Services	53.7	30.2	23.6	56.2%	51.2
Capital Outlay	-	-	-	0.0%	-
Total Operating Expenses	150.4	131.5	19.0	87.4%	167.6
Other Financing Uses	17.4	19.6	(2.2)	112.7%	21.3
<b>Total Uses</b>	<b>\$ 167.8</b>	<b>\$ 151.1</b>	<b>\$ 16.7</b>	<b>90.0%</b>	<b>\$ 188.9</b>

Rev & Exp - YTD	2011 Budget	2011 Actual	\$ Rem	% Coll YTD	2010 Actual
Taxes	\$ 465.0	\$ 471.0	\$ (6.0)	101.3%	\$ 559.4
Grants	-	2.0	(2.0)	0.0%	6.0
Aquatics Revenue	486.3	466.5	19.8	95.9%	462.9
Investment Interest	0.5	0.3	0.2	67.9%	0.5
Charges for Goods & Services	-	6.6	(6.6)	0.0%	0.5
Miscellaneous	49.4	42.1	7.3	85.2%	44.4
Total Operating Revenues	1,001.2	988.5	12.7	98.7%	1,073.7
Other Financing Sources	211.1	214.0	(2.9)	101.4%	254.8
<b>Total Sources</b>	<b>\$ 1,212.4</b>	<b>\$ 1,202.5</b>	<b>\$ 9.9</b>	<b>99.2%</b>	<b>\$ 1,328.5</b>
Salaries & Wages	\$ 548.0	\$ 552.0	\$ (3.9)	100.7%	\$ 560.3
Benefits	168.1	172.8	(4.7)	102.8%	158.6
Supplies	109.0	111.7	(2.7)	102.5%	126.5
Intergovernmental Svcs	8.7	13.1	(4.5)	151.8%	33.6
Charges for Services	192.0	183.6	8.4	95.6%	215.2
Capital Outlay	-	-	-	0.0%	-
Total Operating Expenses	1,025.9	1,033.3	(7.4)	100.7%	1,094.2
Other Financing Uses	148.3	155.2	(6.8)	104.6%	137.7
<b>Total Uses</b>	<b>\$ 1,174.2</b>	<b>\$ 1,188.5</b>	<b>\$ (14.2)</b>	<b>101.2%</b>	<b>\$ 1,231.9</b>



# City of Covington

## Quarterly Performance Report - SWM Operations

### as of 12/31/2011

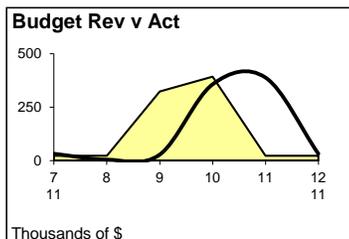


Chart 1

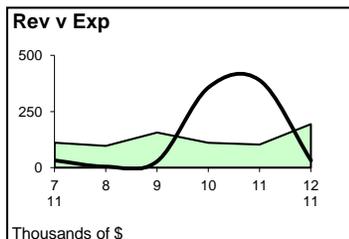


Chart 2

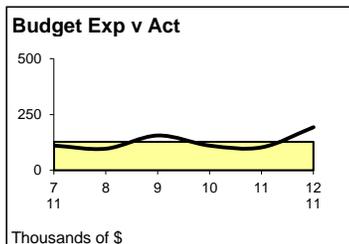
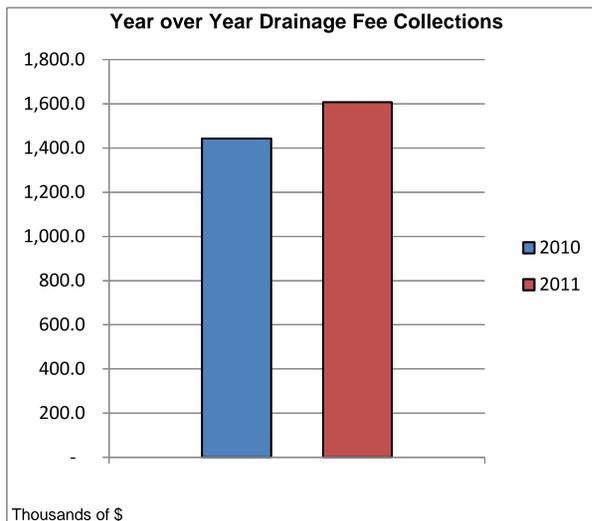


Chart 3

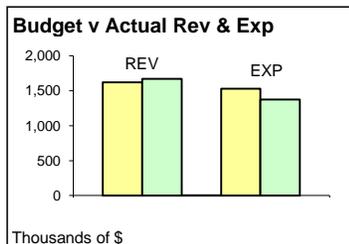
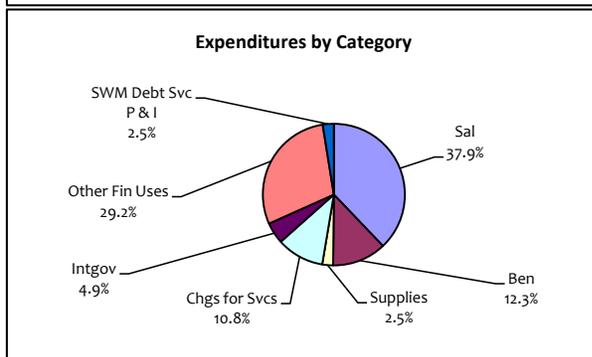
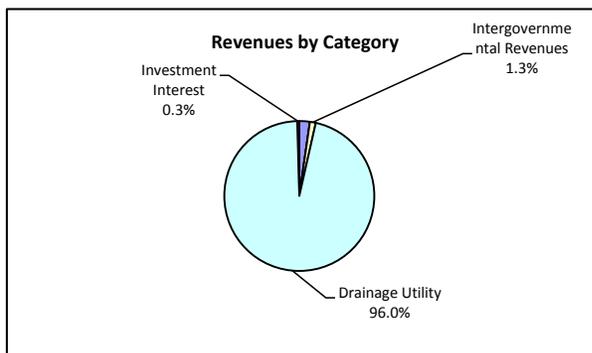


Chart 4

Rev & Exp - YTD	2011		\$ Rem	% Coll YTD	2010
	Budget	Actual			Actual
Grants	\$ 78.3	\$ 37.9	40.4	48.4%	\$ 64.1
KC Salmon Conservancy	-	-	-	-	-
Intergovernmental Revenues	-	21.3	(21.3)	0.0%	-
Drainage Utility	1,542.3	1,606.8	(64.5)	104.2%	1,443.6
Investment Interest	2.3	5.2	(2.9)	224.6%	3.1
Miscellaneous	-	(2.6)	2.6	-	(0.2)
Comp/Loss	-	-	-	-	-
<b>Total Operating Revenues</b>	<b>1,622.9</b>	<b>1,668.6</b>	<b>(45.7)</b>	<b>102.8%</b>	<b>1,510.7</b>
Transfers In	-	-	-	-	85.0
<b>Total Sources</b>	<b>\$ 1,622.9</b>	<b>\$ 1,668.6</b>	<b>\$ (45.7)</b>	<b>102.8%</b>	<b>\$ 1,595.7</b>
Salaries	\$ 512.3	\$ 520.5	\$ (8.2)	101.6%	\$ 535.5
Benefits	184.4	168.8	15.6	91.5%	186.0
Supplies	35.1	33.8	1.3	96.4%	24.9
Charges for Services	212.8	148.4	64.4	69.8%	158.4
Intergovernmental	78.5	66.9	11.6	85.2%	135.0
Capital Outlay	-	-	-	-	5.7
<b>Total Operating Expenditures</b>	<b>1,023.1</b>	<b>938.4</b>	<b>84.7</b>	<b>91.7%</b>	<b>1,045.4</b>
Other Financing Uses	471.6	400.8	70.8	85.0%	361.1
SWM Debt Service P & I	34.6	34.7	(0.1)	100.3%	34.6
<b>Total Uses</b>	<b>\$ 1,529.3</b>	<b>\$ 1,374.0</b>	<b>\$ 155.3</b>	<b>89.8%</b>	<b>\$ 1,441.1</b>



Legend	
	Cur Year
	Budget
	Actual
Data in Thousands of \$	

	Source/Data			Budget vs Actual		Revenue by Month (shown on a cash basis)	
		4Q-10	4Q-11	% Diff	YTD	Annual	
<b>GENERAL FUND</b>	<b>Sales Tax</b>						
	Qtr - Qtr Revenues	2,796,876	2,943,509	5.2%			
		<b>Budget</b>	<b>Actual</b>	<b>% Collected</b>			
	2011 Annual Revenues	\$ 2,904,000	\$ 2,943,509	101.4%			
2010 Annual Revenues	\$ 3,025,000	\$ 2,795,130	92.4%				
2009 Annual Revenues	\$ 2,932,000	\$ 2,789,499	95.1%				
<b>GENERAL FUND</b>	<b>Property Tax</b>						
	Qtr - Qtr Revenues	\$ 1,976,819	\$ 2,339,013	18.3%			
		<b>Budget</b>	<b>Actual</b>	<b>% Collected</b>			
	2011 Annual Revenues	\$ 2,356,779	\$ 2,339,013	99.2%			
2010 Annual Revenues	\$ 2,112,000	\$ 1,976,819	93.6%				
2009 Annual Revenues	\$ 2,037,000	\$ 2,046,294	100.5%				
<b>GENERAL FUND</b>	<b>Utility Tax</b>						
	Qtr - Qtr Revenues	\$ 1,778,701	\$ 1,785,767	0.4%			
		<b>Budget</b>	<b>Actual</b>	<b>% Collected</b>			
	2011 Annual Revenues	\$ 2,016,000	\$ 1,785,767	88.6%			
2010 Annual Revenues	\$ 2,060,000	\$ 1,778,701	86.3%				
2009 Annual Revenues	\$ 2,000,000	\$ 1,857,435	92.9%				
<b>STREET FUND</b>	<b>Fuel Tax</b>						
	Qtr - Qtr Revenues	\$ 378,263	\$ 366,520	-3.1%			
		<b>Budget</b>	<b>Actual</b>	<b>% Collected</b>			
	2011 Annual Revenues	\$ 378,202	\$ 366,520	96.9%			
2010 Annual Revenues	\$ 380,000	\$ 378,263	99.5%				
2009 Annual Revenues	\$ 406,398	\$ 462,550	113.8%				
<b>DEV SVCS</b>	<b>Development Services Permitting Revenue/Activity *</b>						
	Qtr - Qtr Revenues	\$ 391,659	\$ 556,842	42.2%			
		<b>Budget</b>	<b>Actual</b>	<b>% Collected</b>			
	2011 Annual Revenues	\$ 356,266	\$ 556,842	156.3%			
2010 Annual Revenues	\$ 208,000	\$ 391,659	188.3%				
2009 Annual Revenues	\$ 725,000	\$ 254,984	35.2%				
<b>PARKS</b>	<b>Aquatics Revenue/Attendance *</b>						
	Qtr - Qtr Revenues	\$ 462,942	\$ 466,487	0.8%			
		<b>Budget</b>	<b>Actual</b>	<b>% Collected</b>			
	2011 Annual Revenues	\$ 486,330	\$ 466,487	95.9%			
2010 Annual Revenues	\$ 423,746	\$ 462,942	109.2%				
2009 Annual Revenues	\$ 403,100	\$ 423,754	105.1%				
<b>SWM</b>	<b>SWM Fees</b>						
	Qtr - Qtr Revenues	\$ 1,443,633	\$ 1,606,794	11.3%			
		<b>Budget</b>	<b>Actual</b>	<b>% Collected</b>			
	2011 Annual Revenues	\$ 1,542,260	\$ 1,606,794	104.2%			
2010 Annual Revenues	\$ 1,258,896	\$ 1,443,633	114.7%				
2009 Annual Revenues	\$ 1,184,314	\$ 1,297,698	109.6%				
<b>REET</b>	<b>Real Estate Excise Tax (REET)/Ave Sales Price/Unit *</b>						
	Qtr - Qtr Revenues	\$ 322,179	\$ 390,364	21.2%			
		<b>Budget</b>	<b>Actual</b>	<b>% Collected</b>			
	2011 Annual Revenues	\$ 300,000	\$ 390,364	130.1%			
2010 Annual Revenues	\$ 350,000	\$ 322,179	92.1%				
2009 Annual Revenues	\$ 600,000	\$ 305,687	50.9%				

\* Attendance, permitting activity, and average unit sales price are shown on the secondary axis to compare with revenue intake.

**DISCUSSION OF  
FUTURE AGENDA TOPICS:**

**April 10, 2012 – City Council Regular Meeting**

**(Draft Agenda Attached)**



Covington: Unmatched quality of life



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

**Tuesday, April 10, 2012**  
**7:00 p.m.**

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

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**CALL CITY COUNCIL MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION**

- Prosecution Trends Report (Covington Prosecutor Tom Hargan)

**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 of March 13, 2012 Special & Regular Meetings; March 20, 2012 Joint Study Session with Covington Water District; March 27, 2012 Study Session; and March 27, 2012 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Resolution Setting Hearing Date for 176<sup>th</sup> Place SE Right-of-Way Vacation (Lyons/Hart)
- C-4. Adopt Employee Compensation Program Procedures (Beaufre)

**NEW BUSINESS**

1. Citizen Police Volunteer Program Update (Klason)
2. Public Works Department Strategic Plan (Akramoff)

**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.*