

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



Tuesday, December 10, 2013
7:00 p.m.

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

Note: A Special Joint Meeting with the Planning Commission is scheduled from 6:00 to 7:00 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Covington Community Sports Status – Martin Lynch, 15 minutes
- Announce 2013 Employee Pride Awards (Beaufreere)
- Recognition of Councilmember David Lucavish

RECEPTION

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

APPROVE CONSENT AGENDA

- C-1. Vouchers (Parker)
- C-2. Authorize an Agreement for Recycling Events for 2014 (Vondran)
- C-3. Pass Ordinance Adopting a 2013 Budget Amendment (Parker)
- C-4. Pass Ordinance Adopting the CY2014 Operating and Capital Budget (Parker)

NEW BUSINESS

- 1. Approve Design Contract for Covington Community Park Phase II (Feser)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

Consent Agenda Item C-1

Covington City Council Meeting

Date: December 10, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Casey Parker, Senior Accountant

ATTACHMENT(S): Vouchers #30332-30384, in the Amount of \$332,717.43, Dated November 25, 2013; and Paylocity Payroll Checks #1001820118-1001820126 and Paylocity Payroll Check #1001820129-1001820129 Inclusive, Plus Employee Direct Deposits in the Amount of \$145,410.22, Dated December 6, 2013.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers #30332-30384, in the Amount of \$332,717.43, Dated November 25, 2013; and Paylocity Payroll Checks #1001820118-1001820126 and Paylocity Payroll Check #1001820129-1001820129 Inclusive, Plus Employee Direct Deposits in the Amount of \$145,410.22, Dated December 6, 2013.

November 25, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 30332 Through Check # 30384

In the Amount of \$332,717.43

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 11/27/2013 12:30 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
30332	2547 1-312077-03	Alexander Party Rentals Tree lighting; stage rental	11/25/2013		1,321.71
Total for Check Number 30332:				0.00	1,321.71
30333	2033 4677 5599	Aquatic Specialty Services Aquatics; remaining balance on vacuum service Aquatics; clean/calibration service, November	11/25/2013		9.89 124.90
Total for Check Number 30333:				0.00	134.79
30334	0019 100315L1220130 100315L1220130 100315L1220130 100315L1220130 100315L1220130 100315L1220130 100315L1220130 100315L1220130 100315L1220130 100315L1220130 100315L1220130 100315L1220130	AWC Employee Benefits Trust Medical Insurance Premiums, December Medical Insurance Premiums, December	11/25/2013		8,814.59 6,371.77 2,150.92 2,093.71 2,143.01 6,178.39 1,681.19 3,469.37 721.44 838.16 4,824.83 11,116.89
Total for Check Number 30334:				0.00	50,404.27
30335	0078 13-22	Shellie Bates Bates; 2013 flexible spending	11/25/2013		120.00
Total for Check Number 30335:				0.00	120.00
30336	0176 0146-11	Noreen Beaufrere Beaufre; NHRMA seminar, mileage	11/25/2013		38.41
Total for Check Number 30336:				0.00	38.41
30337	2368 126986	Best Parking Lot Cleaning Inc. Street cleaning; September	11/25/2013		4,837.70
Total for Check Number 30337:				0.00	4,837.70
30338	2516 91271	Bob's Heating & Air Conditioning, Inc. Minor housing repair; #TAIT-01-13	11/25/2013		2,468.48
Total for Check Number 30338:				0.00	2,468.48
30339	1997 010112 010112 010112	Capital One Commercial Maint shop; security cameras Maint shop; security cameras Maint shop; security cameras	11/25/2013		132.03 264.08 264.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 30339:	0.00	660.19
30340	2270 6317966698B-11	CenturyLink City hall; telephone, 11/13-12/13/13	11/25/2013		47.66
			Total for Check Number 30340:	0.00	47.66
30341	0366 0366-11 B13-0149 PW13-062	City of Covington SWM utility tax, October Tree lighting; building permit Tree lighting; ROW permit	11/25/2013 VOID	33,609.04 113.80 176.00	
			Total for Check Number 30341:	33,898.84	0.00
30342	0208 RI 29458 RI 29458	City of Kent Fire services; 3rd Quarter 2013 Fire investigation services; 3rd Quarter 2013	11/25/2013		12,686.75 366.00
			Total for Check Number 30342:	0.00	13,052.75
30343	1126 0670603-11	Comcast Aquatics; internet service call	11/25/2013		45.40
			Total for Check Number 30343:	0.00	45.40
30344	0706 4157 4157 4158 4158	Covington Retail Associates 1st floor; operating expenses, December 1st floor; building lease, December 2nd floor; operating expenses, December 2nd floor; building lease, December	11/25/2013		10,040.02 25,089.75 1,509.81 3,200.83
			Total for Check Number 30344:	0.00	39,840.41
30345	0537 104587-11 105731-11 107666-11 108188-11 115324-11 122505-11 122505-11 122505-11 132669-11 132670-11	Covington Water District Crystal view; water, 10/19-11/15/13 SR 516; water, 10/19-11/15/13 CCP; water, 9/21-11/15/13 Skate park; water, 9/21-11/15/13 Aquatics; water, 9/21-11/15/13 Maint shop; water, 9/21-11/15/13 Maint shop; water, 9/21-11/15/13 Maint shop; water, 9/21-11/15/13 CCP; water, 9/21-11/15/13 CCP; water, 10/19-11/15/13	11/25/2013		26.35 50.40 37.00 52.70 1,248.04 14.72 29.45 29.45 52.70 93.65
			Total for Check Number 30345:	0.00	1,634.46
30346	0130 301802997001000	Department of Revenue Annual business license, 12/31-13-12/13/14	11/25/2013		71.00
			Total for Check Number 30346:	0.00	71.00
30347	2698 2698-11	The Dickens Carolers Tree lighting; entertainment	11/25/2013		310.00
			Total for Check Number 30347:	0.00	310.00
30348	2549 2549-11	Emerald City Ringers Tree lighting; entertainment	11/25/2013		500.00
			Total for Check Number 30348:	0.00	500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
30349	1996	Facility Maintenance Contractors	11/25/2013		
	SALES01465 131115	Maint shop; janitorial service			105.60
	SALES01465 131115	Maint shop; janitorial service			52.80
	SALES01465 131115	Maint shop; janitorial service			105.60
			Total for Check Number 30349:	0.00	264.00
30350	1875	FirstChoice	11/25/2013		
	581351	Coffee service			171.63
			Total for Check Number 30350:	0.00	171.63
30351	0354	Grainger	11/25/2013		
	849624846	Aquatic center; half mask respirators			121.72
	849624846	Aquatic center; respirator cartridges			206.63
	9285949393	Aquatic center; half mask respirators			121.72
			Total for Check Number 30351:	0.00	450.07
30352	0302	Gray & Osborne	11/25/2013		
	13504.00-5	CIP 1029, engineering; 10/13-11/9/13			10,257.03
	13540.00-2	Tract A Covington Park Div 4 Storm Pond; 10/13-11/9/13			454.74
	13559.00-1	Stormwater utility rate study; 10/13-11/9/13			883.92
	13577.00-1	CIP 1057, engineering; 10/13-11/9/13			2,165.53
			Total for Check Number 30352:	0.00	13,761.22
30353	1722	Honey Bucket	11/25/2013		
	1-799144	Skate park; portable toilet, 11/5-12/4/13			204.75
	1-804826	CCP: portable toilet service, 11/13-12/12/13			258.00
			Total for Check Number 30353:	0.00	462.75
30354	0939	ICC	11/25/2013		
	2971867	ICC; membership dues			125.00
			Total for Check Number 30354:	0.00	125.00
30355	2695	IDAX	11/25/2013		
	COV 13-01	2013 Traffic counts			6,461.70
			Total for Check Number 30355:	0.00	6,461.70
30356	1342	Integra Telecom	11/25/2013		
	11449143	City hall; telephone, 11/8-12/7/13			1,205.36
	11449143	Maint shop; telephone, 11/8-12/7/13			177.10
	11449143	Maint shop; telephone, 11/8-12/7/13			177.11
	11449143	Maint shop; telephone, 11/8-12/7/13			88.55
	11449143	Aquatics; telephone, 11/8-12/7/13			90.20
			Total for Check Number 30356:	0.00	1,738.32
30357	0143	King County Finance	11/25/2013		
	2023142	Regional animal services; Payment 2, July-Dec 2			27,784.50
	31373-31373	Street services; 10/2-10/31/13			227.09
	31430-31431	SWM Maintenance; 10/2-10/31/13			23,193.75
	31432-31436	Street services; 10/2-10/31/13			15,011.09
			Total for Check Number 30357:	0.00	66,216.43
30358	0273	King County Water & Land	11/25/2013		
	31044	WRIA; watershed planning, 2nd trimester 2013			2,469.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 30358:	0.00	2,469.33
30359	2486	McLendon Hardware, Inc.	11/25/2013		
	836275/7	Maint shop; ladder			135.78
	836275/7	Maint shop; ladder			135.78
	836275/7	Maint shop; ladder			67.88
			Total for Check Number 30359:	0.00	339.44
30360	0252	Microflex	11/25/2013		
	00021559	Tax audit program			18.73
			Total for Check Number 30360:	0.00	18.73
30361	1928	Mayson Morrissey	11/25/2013		
	1928-11	Reimbursement; jury duty mileage			8.48
			Total for Check Number 30361:	0.00	8.48
30362	2550	Motorplex Pro-Tow	11/25/2013		
	71443	#3420; repairs			370.65
			Total for Check Number 30362:	0.00	370.65
30363	1327	Ethan Newton	11/25/2013		
	1327-11	Newton; mileage reimbursement, November			27.46
			Total for Check Number 30363:	0.00	27.46
30364	0682	Nextel Communications	11/25/2013		
	550142028-138	Cellular service; 11/8-12/7/13			357.08
			Total for Check Number 30364:	0.00	357.08
30365	2555	NuCO2 LLC	11/25/2013		
	40123599	Aquatics; CO2 for pH control			59.54
	40152284	Aquatics; CO2 lease			66.90
			Total for Check Number 30365:	0.00	126.44
30366	0818	Pacific Office Automation	11/25/2013		
	X89165	Copier, maintenance contract; 8/12-11/12/13			80.49
			Total for Check Number 30366:	0.00	80.49
30367	2696	Precision Concrete Cutting	11/25/2013		
	W13159	Concrete cutting			955.62
			Total for Check Number 30367:	0.00	955.62
30368	2474	SCORE	11/25/2013		
	538	Jail costs; October			20,340.00
	547	Jail costs; court borrow, October			25.00
			Total for Check Number 30368:	0.00	20,365.00
30369	0345	Sharon Scott	11/25/2013		
	0345-11	Scott; NLC host committee, mileage/parking			55.55
			Total for Check Number 30369:	0.00	55.55
30370	1905	Sharp Electronics Corporation	11/25/2013		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	C789307-701	Work room copier; usage, 10/1-11/1/13			607.88
	C789740-701	Police copier; usage, 10/22-11/15/13			19.03
	C790114-701	Reception copier; usage, 10/22-11/18/13			11.19
			Total for Check Number 30370:	0.00	638.10
30371	2044 2044-11	Karla Slate Slate; PRSA workshop, mileage/parking	11/25/2013		30.23
			Total for Check Number 30371:	0.00	30.23
30372	1903 591616	Sound Publishing, Inc. Weekly bulletins; 10/4, 10/11, 10/18, 10/25	11/25/2013		1,001.07
			Total for Check Number 30372:	0.00	1,001.07
30373	0736 0655527-IN 0655527-IN 0655527-IN	Sound Security, Inc. Maint shop; security system installation deposit Maint shop; security system installation deposit Maint shop; security system installation deposit	11/25/2013		1,011.94 1,011.93 505.97
			Total for Check Number 30373:	0.00	2,529.84
30374	2504 3756	Stalzer and Associates Hawk Property Subarea Plan/EIS, 10/1-10/31/13	11/25/2013		31,286.56
			Total for Check Number 30374:	0.00	31,286.56
30375	0409 0409-3Qtr	The Storehouse Human services; 3rd Quarter 2013	11/25/2013		1,785.75
			Total for Check Number 30375:	0.00	1,785.75
30376	2697 2697-11	Storm Productions Tree lighting; entertainment	11/25/2013		350.00
			Total for Check Number 30376:	0.00	350.00
30377	2500 50738324	Tetra Tech, Inc. CIP 1127; engineering, 9/28-10/25/13	11/25/2013		29,801.52
			Total for Check Number 30377:	0.00	29,801.52
30378	0546 0546-11	Victoria Throm Throm; NHRMA seminar, mileage	11/25/2013		45.73
			Total for Check Number 30378:	0.00	45.73
30379	2103 241220300	US Bancorp Equip Finance Inc. Workroom copier; lease	11/25/2013		639.10
			Total for Check Number 30379:	0.00	639.10
30380	2254 1712-2013-Qtr3	Washington Department of Revenue Business license credit card fees; 3rd Quarter 20	11/25/2013		232.85
			Total for Check Number 30380:	0.00	232.85
30381	1408 10384	Washington Workwear Stores Inc. Wesley; work shirts	11/25/2013		66.22
			Total for Check Number 30381:	0.00	66.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
30382	1894 1894-11	Diana Ziolkowski Facility monitoring; 11/18, 11/19, 11/23	11/25/2013		99.00
Total for Check Number 30382:				0.00	99.00
30383	0366 B13-0149 PW13-062	City of Covington Tree lighting; building permit Tree lighting; ROW permit	11/25/2013		113.80 176.00
Total for Check Number 30383:				0.00	289.80
30384	0366 0366-11	City of Covington SWM utility tax, October	11/25/2013		33,609.04
Total for Check Number 30384:				0.00	33,609.04
Total for 11/25/2013:				33,898.84	332,717.43
Report Total (53 checks):				33,898.84	332,717.43

December 6, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 12/06/13 consisting of:

PAYLOCITY CHECK # 1001820118 through PAYLOCITY CHECK # 1001820126 and PAYLOCITY CHECK # 1001820129 through PAYLOCITY CHECK # 1001820129 inclusive, plus employee direct deposits

IN THE AMOUNT OF \$145,410.22

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

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

12/06/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
106409	Regular	12/6/2013	377	Bates, Krista	88.66
106410	Regular	12/6/2013	246	Kirshenbaum, Kathleen	602.06
106411	Regular	12/6/2013	243	Lyon, Valerie	1,441.43
106412	Regular	12/6/2013	278	Matheson, Derek M	4,625.03
106413	Regular	12/6/2013	234	Mhoon, Darren S	1,388.97
106414	Regular	12/6/2013	162	Michaud, Joan M	1,915.91
106415	Regular	12/6/2013	123	Scott, Sharon G	2,465.06
106416	Regular	12/6/2013	313	Slate, Karla J	2,268.63
106417	Regular	12/6/2013	275	Hart, Richard	3,529.69
106418	Regular	12/6/2013	368	Mueller, Ann M	1,525.56
106419	Regular	12/6/2013	180	Cles, Staci M	1,766.43
106420	Regular	12/6/2013	146	Hagen, Lindsay K	1,482.15
106421	Regular	12/6/2013	235	Hendrickson, Robert	3,647.90
106422	Regular	12/6/2013	105	Parker, Cassandra	2,479.48
106423	Regular	12/6/2013	374	Allen, Joshua C	1,815.65
106424	Regular	12/6/2013	353	Dalton, Jesse J	1,651.10
106425	Regular	12/6/2013	373	Fealy, William J	1,780.16
106426	Regular	12/6/2013	301	Gaudette, John J	2,194.80
106427	Regular	12/6/2013	186	Junkin, Ross D	2,773.94
106428	Regular	12/6/2013	252	Wesley, Daniel A	2,145.41
106429	Regular	12/6/2013	268	Bykonen, Brian D	2,964.00
106430	Regular	12/6/2013	279	Christenson, Gregg R	2,074.43
106431	Regular	12/6/2013	270	Lyons, Salina K	2,233.95
106432	Regular	12/6/2013	269	Meyers, Robert L	3,169.81
106433	Regular	12/6/2013	284	Ogren, Nelson W	2,723.07
106434	Regular	12/6/2013	266	Thompson, Kelly	2,088.16
106435	Regular	12/6/2013	307	Morrissey, Mayson	2,683.49
106436	Regular	12/6/2013	199	Bahl, Rachel A	1,993.66
106437	Regular	12/6/2013	428	Feser, Angela M	2,239.91
106438	Regular	12/6/2013	293	MacConaghy, Hailey	1,456.76
106439	Regular	12/6/2013	397	Martinsons, Jaquelyn	217.80
106440	Regular	12/6/2013	195	Patterson, Clifford	2,408.70
106441	Regular	12/6/2013	306	Thomas, Scott R	3,474.10
106442	Regular	12/6/2013	106	Bates, Shellie L	1,931.74
106443	Regular	12/6/2013	349	Buck, Shawn M	1,554.35
106444	Regular	12/6/2013	273	French, Fred	727.31
106445	Regular	12/6/2013	257	Parrish, Benjamin A	1,738.85
106446	Regular	12/6/2013	173	Vondran, Donald M	3,731.91
106447	Regular	12/6/2013	431	Allen, Kaitlyn	212.82
106448	Regular	12/6/2013	388	Andrews, Kaitlyn E	189.03
106449	Regular	12/6/2013	393	Blakely, Coleman P.	59.22
106450	Regular	12/6/2013	258	Cox, Melissa	619.91
106451	Regular	12/6/2013	385	Cranstoun, Alexander M	76.92
106452	Regular	12/6/2013	409	Hanger, Austin R.	60.44
106453	Regular	12/6/2013	359	Houghton, Cassandra L	344.35
106454	Regular	12/6/2013	305	Kiselyov, Tatyana	398.32
106455	Regular	12/6/2013	425	Knox, John Q	102.24
106456	Regular	12/6/2013	426	Knox, Patrick L	71.43
106457	Regular	12/6/2013	410	Lanz, Avalon A.	129.39
106458	Regular	12/6/2013	423	McCarthy, Joseph	134.04
106459	Regular	12/6/2013	340	Middleton, Jordan	78.64
106460	Regular	12/6/2013	297	Mooney, Lynell	204.94

106461 Regular	12/6/2013	419 Niesner, Austin C	43.95
106462 Regular	12/6/2013	413 Perko, Alyssa M.	178.24
106463 Regular	12/6/2013	319 Praggastis, Alexander	214.72
106464 Regular	12/6/2013	383 Reese, Rachel E	453.37
106465 Regular	12/6/2013	424 Rhoads, Jerrett K	552.43
106466 Regular	12/6/2013	429 Sizemore, Christine A	338.58
106467 Regular	12/6/2013	390 Tomalik, Stefan A	376.97
106468 Regular	12/6/2013	384 von Michalofski, Kayla M	82.52
106469 Regular	12/6/2013	392 Wardrip, Spencer A	440.19
106470 Regular	12/6/2013	116 Beaufrere, Noreen	2,733.78
106471 Regular	12/6/2013	137 Throm, Victoria J	1,885.04
1001820118 Regular	12/6/2013	364 Newell, Nancy J	44.32
1001820119 Regular	12/6/2013	403 Bowen, Joshua W	356.07
1001820120 Regular	12/6/2013	292 Carkeek, Lena	1,471.80
1001820121 Regular	12/6/2013	399 Jensen, Emily A	161.81
1001820122 Regular	12/6/2013	400 Quintos, Edward Louie D	55.32
1001820123 Regular	12/6/2013	412 Reynolds, Shannon J.	235.51
1001820124 Regular	12/6/2013	415 Rinck, Tyler P	126.92
1001820125 Regular	12/6/2013	398 Vieira, Logan G	129.98
1001820126 Regular	12/6/2013	395 Wunschel, Ethan G.	21.98

Totals for Payroll Checks 72 Items 93,585.21

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
106472	AGENCY	12/6/2013	401SS	ICMA Retirement Trust	14,911.07
106473	AGENCY	12/6/2013	457Ex	Vantagepoint Transfer Agent-	379.42
106474	AGENCY	12/6/2013	CICOV	City of Covington	2,736.93
106475	AGENCY	12/6/2013	EFSDU	Paylocity Corporation	125.00
106476	AGENCY	12/6/2013		Emp City of Covington Employee	83.00
106477	AGENCY	12/6/2013	IC401	ICMA Retirement Trust	12,739.66
106478	AGENCY	12/6/2013	IC457	ICMA Retirement Trust	1,687.63
106479	AGENCY	12/6/2013	ROTH	ICMA Retirement Trust	100.00
106480	AGENCY	12/6/2013	VEBA	HRA VEBA Trust	1,116.00
1001820129	AGENCY	12/6/2013	JG1	WASH CHILD SUPPORT	110.41

Totals for Third Party 10 Items 33,989.12

Tax Liabilities 17,652.01
Paylocity Fees 183.88

Grand Total \$ 145,410.22

Consent Agenda Item C-2

Covington City Council Meeting

Date: December 10, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH OLYMPIC ENVIRONMENTAL RESOURCES, RELATING TO RECYCLING COLLECTION EVENTS FOR 2014.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Agreement for Services with Olympic Environmental Resources

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works

EXPLANATION:

The City applied for and received three grants to implement recycling collection events in 2014. Staff selected Olympic Environmental Resources (OER) as the most qualified to perform the work. This proposed contract recognizes the expanded scope of work to include the additional King County funds and the addition of adjacent unincorporated King County residents in the 2014 Recycling Collection Events. The agreement is from January 1, 2014 through December 31, 2014. This contract is an integral part of the City of Covington's recycling element of the overall solid waste management program because the City of Covington does not have adequate staffing or expertise to implement the programs without outside assistance.

ALTERNATIVES:

Choose not to authorize the City Manager to enter into the agreement and thereby decline to implement the recycling collection events with grants from King County and Department of Ecology.

FISCAL IMPACT:

There is no net cost to the City of Covington. By combining funds from three grants, the City is able to provide the recycling programs by contracting with a private company for provision of the services with 100% of the costs, including city staff time, eligible for reimbursement from the various granting agencies.

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

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute an Agreement for Services with Olympic Environmental Resources, relating to recycling collection events for 2014.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is entered into this 11th day of December, 2013, by and between the City of Covington (“City”), a Washington municipal corporation, and Olympic Environmental Resources (“Consultant”), a corporation.

RECITALS:

A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform the coordination of the City of Covington recycling events on behalf of the citizens of Covington; and

B. The Consultant has the requisite skill and experience necessary to provide said services; and

C. The City has selected the Consultant to perform said services; and

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

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

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

2. Scope of Services. Upon written authorization from the City to proceed, the Consultant shall perform the services described on Exhibit “A” attached hereto and incorporated herein by this reference (“Services”), in a manner consistent with the accepted practices for similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Consultant shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this contract and shall submit a “Statement of Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid” in compliance with RCW 39.12.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2014 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed \$51,140.99.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.1 if to the Consultant, to:

Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116

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

22.2 if to the City, to:

Shellie Bates
City of Covington
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

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

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

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

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

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

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

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

Scope of Services

This Scope of Work is intended to detail Olympic Environmental Resource's (OER) services and responsibilities in implementing City of Covington Recycling Projects. In 2014, OER will implement two residential Recycling Collection Events, one Business Recycling Collection Event, and one Rain Barrel Sale. The proposed projects include:

Residential Recycling Events

The events are tentatively scheduled for spring (April, May) and fall (September, October) of 2014. At one or all events the following materials will be collected and recycled: used tires, used anti-freeze, used petroleum-based products, used oil filters, used motor oil, bulky yard waste (large material only), scrap wood, appliances (including refrigerators, freezers, household air conditioners, and other appliances), computer/electronic equipment, ferrous metals, nonferrous metals, textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, and other materials whenever practical. OER subcontracts out services to vendors who specialize in the recycling of specific materials. User fees will apply to the collection of some materials. In 2014, the Covington Recycling Collection Events will include area residents living in unincorporated King County.

Business Recycling Event

To address the situation that many Covington businesses have of keeping/storing recyclable materials, the OER will implement a Covington Recycling Business Collection Event. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the OER will implement a one-day event to collect and recycle a variety of materials from Covington businesses. The City will co-host this event with the City of Maple Valley.

Rain Barrel Distribution

The City will support recycling programs by distributing recycle content rain barrels to City residents. The rain barrels weight approximately 40 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. The number of rain barrels distributed will be based on the size and quality of the barrel selected. OER will work to promote rain barrel distribution to City residents and distribute the barrels at City Recycling Collection Events. City residents will be charged a user fee of \$25 for each barrel.

OER wishes to involve the Covington staff at the level most comfortable for the City. OER will meet with the City of Covington staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Covington grant funds available from the Seattle-King County Health Department, King County Solid Waste Division, and the Washington State Department of Ecology. Project grant funds total \$51,140.99 in 2014 and include all items that will be paid for directly by the City, including City staff time. The specific project activities to be carried out by OER are detailed in the grant scopes of work. OER will cover project expenses as they arise, such as the costs of printing and vendor services. OER will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology.

OER's goal is to conduct events with very limited City staff time and no net City cost. However, there are a number of "official acts" necessary for the City to bring the program on line:

- Sign and submit letters of intent.
- Review and submit program scopes of work.
- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

2014 Covington Recycling Grants

The City of Covington is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2014. The City has applied for the following:

- 1) King County Local Hazardous Waste Management Plan Grant.
2014 grant total - \$9,097.49
- 2) King County Waste Reduction and Recycling Grant Program.
2014 grant total - \$25,732.00
- 3) Washington State Department of Ecology Coordinated Prevention Grant.
2014 grant total - \$16,311.50 (Coordinated by City of Maple Valley)

TOTAL: \$51,140.99

Consent Agenda Item C-3

Covington City Council Meeting

Date: December 10, 2013

SUBJECT: PROPOSED ORDINANCE ADOPTING A 2013 BUDGET AMENDMENT

ATTACHMENT(S):

1. Proposed ordinance with exhibits

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

It is the policy of the city and a requirement of the state auditor and state law to correctly report the budget at year end and account for all changes.

After the November expenditure reports are completed and the financial reports are finalized, staff reviews the year end changes that have occurred in revenues, expenditures, fund balances, and operating transfers. If there are substantive changes that impact the original budget estimates, they are brought forward in the form of amendments to the original budget. This is an annual occurrence due to the changing nature of the budget.

All funds are being amended to reflect the actual audited beginning fund balances. The General Fund, Parks and Recreation Fund, Surface Water Management Fund, and Capital Investment Program Fund are being amended to reflect unanticipated grant proceeds and related expenditures. In addition, the General Fund, Parks and Recreation Fund, Street Fund, Surface Water Management Fund, Capital Investment Program Fund, LID Fund, LID Guaranty Fund, Cumulative Reserve Fund, Real Estate Excise Tax Fund 1st Qtr, and Real Estate Excise Tax 2nd Qtr Fund are being amended to account for transfers between funds.

Staff recommends that this ordinance be adopted as presented, as it is a fair and accurate assessment of the anticipated year end revenues, expenditures, operating transfers and fund balances based on current relevant information.

Failure to adopt the budget amendment as presented or to make changes could result in unfavorable audit recommendations and/or findings.

ALTERNATIVES:

- 1.) The Council could elect to postpone or deny adopting this ordinance.
- 2.) The Council could make other amendments to the budget.

FISCAL IMPACT: As noted above.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an Ordinance amending the 2013 Budget by amending Ordinance 19-12.

ATTACHMENT 1

ORDINANCE NO. 14-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE 2013 BUDGET BY AMENDING SECTION 2 AND 5 OF ORDINANCE NO. 19-12

WHEREAS, the city passed Ordinance No. 19-12 on December 11, 2012, which approved the city's budget for 2013; and

WHEREAS, the city wishes to adjust beginning estimated fund balances to audited fund balances; and

WHEREAS, the city wishes to appropriate unanticipated grant proceeds; and

WHEREAS, the city wishes to adjust transfers between funds;

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

Section 1. The amended budget for the City of Covington, Washington, for the year 2013 is hereby adopted at the fund level in its final form and content, a true and correct copy of which is attached hereto as Exhibit A, and incorporated herein by this reference.

Section 2. Section 2 of Ordinance No. 19-12 is amended to read as follows:

Estimated resources, including fund balances or working capital for each separate fund of the City of Covington and aggregate totals for all such funds combined, for the year 2013 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2013 as set forth below:

<u>FUND</u>	<u>AMOUNT</u>
General Fund	\$11,877,631
Parks and Recreation Fund	2,207,250
Development Services Fund	3,327,192
Street Fund	1,238,380
Surface Water Management Fund	9,553,334
Capital Investment Program	4,072,635
Local Improvement District	38,586
LID Guaranty Fund	61,121
Unemployment Reserve Fund	188,108
Equipment Replacement Fund	698,767
Cumulative Reserve Fund	1,385,292
Contingency Fund	414,911

Real Estate Excise Tax Fund 1 st Qtr	323,783
Real Estate Excise Tax Fund 2 nd Qtr	323,783
Long-Term Debt Service Fund	<u>1,283,211</u>
Total All Funds	<u>\$36,993,984</u>

Section 3. Section 5 of Ordinance 19-12 is amended and includes the Amended 2013 Salary Schedule for authorized positions and is attached hereto as Exhibit B.

Section 4. Any surplus funds remaining in the Local Improvement District Fund after all bonds have been paid shall be transferred to the LID Guaranty Fund. Upon certification by the Finance Director that the LID Guaranty Fund has sufficient funds currently on hand to meet all valid outstanding obligations of the fund and all other obligations of the fund reasonably expected to be incurred in the near future, then the surplus funds shall be transferred to the General Fund. The net cash of the LID Guaranty fund may be reduced to no less than ten percent of the net outstanding obligations guaranteed by the fund.

Section 5. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 6. If any provision of this ordinance, or ordinance modified by it is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance, and ordinances and/or resolutions modified by it, shall remain in force and effect.

Section 7. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Adopted by the Council on this 10th day of December, 2013.

Mayor Margaret Harto

PUBLISHED: December 13, 2013

EFFECTIVE: December 18, 2013

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

CITY OF COVINGTON
Proposed Budget Amendments
2013

EXHIBIT A

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
GENERAL FUND				
REVENUES				
Beginning Fund Balance	\$ 3,191,576	\$ 315,050	\$ 3,506,626	109.9%
Operating Revenues	8,271,462	38,422	8,309,884	100.5%
Operating Transfers In	60,810	311	61,121	100.5%
TOTAL RESOURCES	\$ 11,523,848	\$ 353,783	\$ 11,877,631	103.1%
EXPENDITURES				
Operating Expenses	\$ 7,068,684	\$ 38,422	\$ 7,107,106	100.5%
Operating Transfers Out	1,584,061	(284,446)	1,299,615	82.0%
Ending Fund Balance	2,871,103	599,807	3,470,910	120.9%
TOTAL USES	\$ 11,523,848	\$ 353,783	\$ 11,877,631	103.1%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
PARKS AND RECREATION FUND				
REVENUES				
Beginning Fund Balance	\$ 214,361	\$ 107,463	\$ 321,824	150.1%
Operating Revenues	1,053,090	387,100	1,440,190	136.8%
Operating Transfers In	445,236	-	445,236	100.0%
TOTAL RESOURCES	\$ 1,712,687	\$ 494,563	\$ 2,207,250	128.9%
EXPENDITURES				
Operating Expenses	\$ 1,486,169	\$ 387,100	\$ 1,873,269	126.0%
Operating Transfers Out	27,483	64,240	91,723	333.7%
Ending Fund Balance	199,035	43,223	242,258	121.7%
TOTAL USES	\$ 1,712,687	\$ 494,563	\$ 2,207,250	128.9%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
DEVELOPMENT SERVICES FUND				
REVENUES				
Beginning Fund Balance	\$ 1,431,422	\$ 585,061	\$ 2,016,483	140.9%
Operating Revenues	1,310,709	-	1,310,709	100.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 2,742,131	\$ 585,061	\$ 3,327,192	121.3%
EXPENDITURES				
Operating Expenses	\$ 1,028,058	\$ -	\$ 1,028,058	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	1,714,073	585,061	2,299,134	134.1%
TOTAL USES	\$ 2,742,131	\$ 585,061	\$ 3,327,192	121.3%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
STREET FUND				
REVENUES				
Beginning Fund Balance	\$ 387,386	\$ 29,952	\$ 417,338	107.7%
Operating Revenues	570,641	-	570,641	100.0%
Operating Transfers In	246,217	4,184	250,401	101.7%
TOTAL RESOURCES	\$ 1,204,244	\$ 34,136	\$ 1,238,380	102.8%
EXPENDITURES				
Operating Expenses	\$ 870,638	\$ 4,184	\$ 874,822	100.5%
Operating Transfers Out	1,875	-	1,875	100.0%
Ending Fund Balance	331,731	29,952	361,683	109.0%
TOTAL USES	\$ 1,204,244	\$ 34,136	\$ 1,238,380	102.8%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
SURFACE WATER MANAGEMENT FUND				
REVENUES				
Beginning Fund Balance	\$ 1,915,656	\$ 5,850,044	\$ 7,765,700	405.4%
Operating Revenues	1,780,986	6,648	1,787,634	100.4%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 3,696,642	\$ 5,856,692	\$ 9,553,334	258.4%
EXPENDITURES				
Operating Expenses	\$ 1,731,476	\$ 6,648	\$ 1,738,124	100.4%
Operating Transfers Out	-	172,619	172,619	0.0%
Ending Fund Balance	1,965,166	5,677,425	7,642,591	388.9%
TOTAL USES	\$ 3,696,642	\$ 5,856,692	\$ 9,553,334	258.4%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
CAPITAL INVESTMENT PROGRAM FUND				
REVENUES				
Beginning Fund Balance	\$ 836,696	\$ 1,363,576	\$ 2,200,272	263.0%
Operating Revenues	1,199,927	435,577	1,635,504	136.3%
Operating Transfers In	-	236,859	236,859	0.0%
TOTAL RESOURCES	\$ 2,036,623	\$ 2,036,012	\$ 4,072,635	200.0%
EXPENDITURES				
Operating Expenses	\$ 1,272,000	\$ 535,969	\$ 1,807,969	142.1%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	764,623	1,500,043	2,264,666	296.2%
TOTAL USES	\$ 2,036,623	\$ 2,036,012	\$ 4,072,635	200.0%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
LID FUND				
REVENUES				
Beginning Fund Balance	\$ -	\$ 265	\$ 265	0.0%
Operating Revenues	38,321	-	38,321	100.0%
Operating Transfers In	52,414	(52,414)	-	0.0%
TOTAL RESOURCES	\$ 90,735	\$ (52,149)	\$ 38,586	42.5%
EXPENDITURES				
Operating Expenses	\$ 29,925	\$ -	\$ 29,925	100.0%
Operating Transfers Out	60,810	(52,149)	8,661	14.2%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 90,735	\$ (52,149)	\$ 38,586	42.5%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
LID GUARANTY FUND				
REVENUES				
Beginning Fund Balance	\$ 52,314	\$ 46	\$ 52,360	100.1%
Operating Revenues	100	-	100	100.0%
Operating Transfers In	-	8,661	8,661	0.0%
TOTAL RESOURCES	\$ 52,414	\$ 8,707	\$ 61,121	116.6%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	52,414	8,707	61,121	116.6%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 52,414	\$ 8,707	\$ 61,121	116.6%

**CITY OF COVINGTON
Proposed Budget Amendments
2013**

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
UNEMPLOYMENT FUND				
REVENUES				
Beginning Fund Balance	\$ 151,333	\$ (2,391)	\$ 148,942	98.4%
Operating Revenues	39,166	-	39,166	100.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 190,499	\$ (2,391)	\$ 188,108	98.7%
EXPENDITURES				
Operating Expenses	\$ 50,000	\$ -	\$ 50,000	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	140,499	(2,391)	138,108	98.3%
TOTAL USES	\$ 190,499	\$ (2,391)	\$ 188,108	98.7%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
CUMULATIVE RESERVE FUND				
REVENUES				
Beginning Fund Balance	\$ 1,367,301	\$ 7,516	\$ 1,374,817	100.5%
Operating Revenues	8,600	-	8,600	100.0%
Operating Transfers In	1,875	-	1,875	100.0%
TOTAL RESOURCES	\$ 1,377,776	\$ 7,516	\$ 1,385,292	100.5%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	4,184	4,184	0.0%
Ending Fund Balance	1,377,776	3,332	1,381,108	100.2%
TOTAL USES	\$ 1,377,776	\$ 7,516	\$ 1,385,292	100.5%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
REAL ESTATE EXCISE TAX FUND 1ST QTR				
REVENUES				
Beginning Fund Balance	\$ -	\$ 98,683	\$ 98,683	0.0%
Operating Revenues	181,560	43,540	225,100	124.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 181,560	\$ 142,223	\$ 323,783	178.3%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	181,560	142,223	323,783	178.3%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 181,560	\$ 142,223	\$ 323,783	178.3%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
LONG-TERM DEBT SERVICE FUND				
REVENUES				
Beginning Fund Balance	\$ -	\$ -	\$ -	0.0%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	1,283,211	-	1,283,211	100.0%
TOTAL RESOURCES	\$ 1,283,211	\$ -	\$ 1,283,211	100.0%
EXPENDITURES				
Operating Expenses	\$ 1,283,211	\$ -	\$ 1,283,211	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 1,283,211	\$ -	\$ 1,283,211	100.0%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
EQUIPMENT REPLACEMENT FUND				
REVENUES				
Beginning Fund Balance	\$ 573,241	\$ 2,296	\$ 575,537	100.4%
Operating Revenues	123,230	-	123,230	100.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 696,471	\$ 2,296	\$ 698,767	100.3%
EXPENDITURES				
Operating Expenses	\$ 105,549	\$ -	\$ 105,549	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	590,922	2,296	593,218	100.4%
TOTAL USES	\$ 696,471	\$ 2,296	\$ 698,767	100.3%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
CONTINGENCY FUND				
REVENUES				
Beginning Fund Balance	\$ 419,029	\$ (4,118)	\$ 414,911	99.0%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 419,029	\$ (4,118)	\$ 414,911	99.0%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	419,029	(4,118)	414,911	99.0%
TOTAL USES	\$ 419,029	\$ (4,118)	\$ 414,911	99.0%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
REAL ESTATE EXCISE TAX FUND 2ND QTR				
REVENUES				
Beginning Fund Balance	\$ -	\$ 98,683	\$ 98,683	0.0%
Operating Revenues	181,560	43,540	225,100	124.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 181,560	\$ 142,223	\$ 323,783	178.3%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	181,560	142,223	323,783	178.3%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 181,560	\$ 142,223	\$ 323,783	178.3%

	2013 Adopted Budget	2013 Proposed Amendment	2013 Amended Budget	% Change
SUMMARY				
REVENUES				
Beginning Fund Balance	\$ 10,540,315	\$ 8,452,126	\$ 18,992,441	180.2%
Operating Revenues	14,759,352	954,827	15,714,179	106.5%
Operating Transfers In	2,089,763	197,601	2,287,364	109.5%
TOTAL RESOURCES	\$ 27,389,430	\$ 9,604,554	\$ 36,993,984	135.1%
EXPENDITURES				
Operating Expenses	\$ 14,925,710	\$ 972,323	\$ 15,898,033	106.5%
Operating Transfers Out	2,089,763	197,601	2,287,364	109.5%
Ending Fund Balance	10,373,957	8,434,630	18,808,587	181.3%
TOTAL USES	\$ 27,389,430	\$ 9,604,554	\$ 36,993,984	135.1%

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2013

EXHIBIT B

Position	Salary Range Annual		
City Manager	\$ 141,826	-	\$ 169,347
Community Development Director	\$ 112,342	-	\$ 134,141
Finance Director	\$ 112,342	-	\$ 134,141
Parks & Recreation Director	\$ 112,342	-	\$ 134,141
Public Works Director	\$ 112,342	-	\$ 134,141
Chief Building Official	\$ 97,071	-	\$ 115,907
Building Official	\$ 91,576	-	\$ 109,347
City Engineer	\$ 91,576	-	\$ 109,347
Development Review Engineer	\$ 81,503	-	\$ 97,319
City Clerk/Executive Assistant	\$ 76,889	-	\$ 91,809
Personnel Manager	\$ 74,714	-	\$ 89,213
Principal Planner	\$ 74,714	-	\$ 89,213
Senior Accountant	\$ 72,537	-	\$ 86,614
Maintenance Supervisor	\$ 72,537	-	\$ 86,614
Communications & Marketing Manager	\$ 72,537	-	\$ 86,614
Plans Examiner/Building Inspector	\$ 72,537	-	\$ 86,614
Recreation Manager	\$ 72,537	-	\$ 86,614
Senior Information Systems Administrator	\$ 70,484	-	\$ 84,162
Senior Planner	\$ 70,484	-	\$ 84,162
Aquatic Supervisor	\$ 68,431	-	\$ 81,709
Permit Center Coordinator	\$ 64,558	-	\$ 77,085
Construction Inspector	\$ 64,558	-	\$ 77,085
Parks Planner	\$ 64,558	-	\$ 77,085
Associate Planner	\$ 62,730	-	\$ 74,903

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2013

Position	Salary Range Annual	
Accountant I	\$ 60,904	- \$ 72,722
Programs Supervisor/Public Works	\$ 59,180	- \$ 70,664
Code Enforcement Officer	\$ 60,904	- \$ 72,722
Personnel & Human Services Analyst	\$ 59,180	- \$ 70,664
Senior Deputy City Clerk	\$ 59,180	- \$ 70,664
Finance Specialist	\$ 57,457	- \$ 68,607
Maintenance Worker	\$ 57,457	- \$ 68,607
Engineering Technician II	\$ 55,830	- \$ 66,664
Assistant Planner	\$ 54,205	- \$ 64,723
Accounting Clerk	\$ 51,135	- \$ 61,057
Aquatics Specialist	\$ 51,135	- \$ 61,057
Engineering Tech I	\$ 51,135	- \$ 61,057
Executive Department Assistant/Receptionist	\$ 46,876	- \$ 55,973
Office Technician II/Executive Office	\$ 44,222	- \$ 52,803
Management Assistant	\$ 39,358	- \$ 46,995
Specialty Instructor	\$ 32,293	- \$ 38,559
Water Safety Instructor	\$ 32,293	- \$ 38,559
Recreation Assistant	\$ 32,293	- \$ 38,559
Aquatics Lead	\$ 27,216	- \$ 32,497
Maintenance Worker (Seasonal)	\$ 26,937	- \$ 32,164
Lifeguard	\$ 25,007	- \$ 29,860
Recreation Aide	\$12/hr flat rate	
Office Assistant	\$12/hr flat rate	

Consent Agenda Item C-4

Covington City Council Meeting

Date: December 10, 2013

SUBJECT: CONSIDER PROPOSED ORDINANCE ADOPTING THE CY2014 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2014 COST OF LIVING ADJUSTMENT FOR CITY EMPLOYEES

ATTACHMENT(S):

1. Proposed 2014 Budget Ordinance with exhibits.

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

The City Council has received the 2014 budget, held public hearings, and listened to presentations from staff about their respective departments. The City Manager presented an overview of the budget and gave his perspective on current and future budgets. In addition, Council reviewed the 6-year financial forecast.

Based on direction from the Council, this ordinance represents the final known budget that the Council wishes to adopt for CY2014. The Council will be hearing additional public comment at this meeting and modifications may be made before final consideration.

ALTERNATIVES:

1. The Council could amend the proposed budget for CY2014.
2. The budget could be adopted at a later date; however the budget is required to be adopted prior to the beginning of the new calendar year.

FISCAL IMPACT:

The CY2014 Budget, including transfers-in (out), totals \$36,682,704.

CITY COUNCIL ACTION: X Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to pass an Ordinance adopting the CY2014 Operating and Capital Budget.

ORDINANCE NO. 15-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING THE CY2014 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2014 COST OF LIVING ADJUSTMENT FOR CITY EMPLOYEES.

WHEREAS, Chapter 35A.33 RCW requires the city to adopt an annual budget and provides procedures for the filing of estimates, a preliminary budget, deliberations, public hearings, and final adoption of the budget; and

WHEREAS, a preliminary budget for the year 2014 was prepared and filed with the City Clerk; and

WHEREAS, public hearings were scheduled and properly noticed for October 22, 2013, at 7:00 pm and November 26, 2013, at 7:00 pm for the purpose of making and adopting the final budget for the year 2014; and

WHEREAS, the City Council did hold said hearings and deliberated and made such changes as deemed necessary and proper; and

WHEREAS, the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Covington for the year 2014 and being sufficient to meet the needs of the City of Covington for this period;

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

Section 1. The budget for the City of Covington, Washington, for the year 2014 is hereby adopted at the fund level in its final form and content as set forth in the document entitled "City of Covington 2014 Budget" dated December 10, 2013, a true and correct copy of which is attached hereto as Exhibit "A", and incorporated herein by reference.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Covington for the year 2014, and aggregate totals for all such funds combined are set forth in summary form below and are hereby appropriated for expenditure at the fund level during the year 2014 as set forth below:

<u>FUND</u>	<u>AMOUNT</u>
General Fund	\$12,756,537
Parks and Recreation Fund	2,179,266
Development Services Fund	2,779,730
Street Fund	1,281,687
Surface Water Management Fund	9,606,667
Capital Investment Program	3,559,518
Local Improvement District	36,991
LID Guaranty Fund	36,491
Unemployment Reserve Fund	224,481
Equipment Replacement Fund	657,421
Cumulative Reserve Fund	1,388,368
Contingency Fund	416,932
Real Estate Excise Tax Fund 1 st Qtr	240,100
Real Estate Excise Tax Fund 2 nd Qtr	240,100
Long-Term Debt Service Fund	<u>1,278,415</u>
Total All Funds	<u>\$36,682,704</u>

Section 3. The 2014 budget provides funding for and it is hereby authorized that a 1.1603% Cost of Living Adjustment (COLA) for all regular (non-contract) city employees is to take effect on January 1, 2014.

Section 4. The 2014 budget provides funding for and it is hereby authorized that a step increase be awarded to all employees on that date which is one year from their date of hire or the date of their last step increase. The exact details of the step program are to be established by the City Manager, subject to the funded level in the budget.

Section 5. The 2014 Salary Schedule for authorized positions is attached hereto as Exhibit "B", and incorporated herein by reference.

Section 6. Any surplus funds remaining in the Local Improvement District Fund after all bonds have been paid shall be transferred to the LID Guaranty Fund. Upon certification by the Finance Director that the LID Guaranty Fund has sufficient funds currently on hand to meet all valid outstanding obligations of the fund and all other obligations of the fund reasonably expected to be incurred in the near future, then the surplus funds shall be transferred to the General Fund. The net cash of the LID Guaranty fund may be reduced to no less than ten percent of the net outstanding obligations guaranteed by the fund.

Section 7. The Parks and Recreation Fund, Aquatics Division, is allowed to increase or decrease FTE's based on program demand.

Section 8. A complete copy of the final budget as adopted herein shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Municipal

Research and Services Center of Washington. Three copies of the final budget as adopted herein shall be filed with the City Clerk and shall be available for use by the public.

Section 9. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 10. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance, and ordinances and/or resolutions modified by it, shall remain in force and effect.

Section 11. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Adopted by the Council on this 10th day of December, 2013.

Mayor Margaret Harto

ATTESTED:

PUBLISHED: December 13, 2013

EFFECTIVE: December 18, 2013

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

2014

EXHIBIT A

City of Covington
 Adopted - By Fund
 For the Fiscal Year 2014

	<u>General Fund</u>	<u>Street Fund</u>	<u>Development Services Fund</u>	<u>Parks Fund</u>	<u>Surface Water Management Fund</u>	<u>Capital Investment Program Fund</u>	<u>Cumulative Reserve Fund</u>
Beginning Fund Balances (Projected), January 1, 2014	\$ 3,785,530	\$ 406,717	\$ 1,833,562	\$ 257,581	\$ 7,737,294	\$ 1,650,869	\$ 1,379,768
Projected Revenues:	8,934,516	595,640	946,168	1,251,006	1,820,058	1,908,649	8,600
Projected Expenditures:	(7,087,410)	(913,226)	(1,007,585)	(1,588,574)	(1,834,432)	(2,221,900)	-
Fund Transfers In:	36,491	279,330	-	586,284	-	-	-
Fund Transfers (Out):	(1,603,276)	-	-	(27,483)	-	(33,070)	-
Excess (Deficiency) of Revenues Over Expenditures	280,321	(38,256)	(61,417)	221,233	(14,374)	(346,321)	8,600
Base Budget Projected Ending Fund Balances, December 31, 2014	\$ 4,065,851	\$ 368,461	\$ 1,772,145	\$ 478,814	\$ 7,722,920	\$ 1,304,548	\$ 1,388,368
Decision Packages:							
Decision Packages Expenditures:	(234,466)	(36,711)	(67,077)	(273,045)	(131,586)	-	-
Related Revenues	-	-	-	66,295	49,315	-	-
Fund Transfers In:	-	-	-	18,100	-	-	-
Fund Transfers (Out):	(18,100)	-	-	-	-	-	-
Debt Proceeds:	-	-	-	-	-	-	-
Total Decision Packages	(252,566)	(36,711)	(67,077)	(188,650)	(82,271)	-	-
Assigned Ending Fund Balance	3,081,097	-	-	-	-	49,479	-
Adjusted Ending Fund Balances, December 31, 2014	\$ 732,188	\$ 331,750	\$ 1,705,068	\$ 290,164	\$ 7,640,649	\$ 1,255,069	\$ 1,388,368
Totals for Budget Ordinance Sources	\$ 12,756,537	\$ 1,281,687	\$ 2,779,730	\$ 2,179,266	\$ 9,606,667	\$ 3,559,518	\$ 1,388,368
Totals for Budget Ordinance Uses	(12,756,537)	(1,281,687)	(2,779,730)	(2,179,266)	(9,606,667)	(3,559,518)	(1,388,368)

2014

City of Covington
Adopted - By Fund
For the Fiscal Year 2014

Contingency Fund	Real Estate Excise Tax Fund 1st Qtr%	Real Estate Excise Tax Fund 2nd Qtr%	L.I.D. 99-01 Fund	L.I.D. Guaranty Fund	Long-Term Debt Service Fund	Unemployment Insurance Reserve Fund	Equipment Replacement Fund	Total
\$ 416,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 181,940	\$ 516,793	\$ 18,166,986
-	240,100	240,100	36,991	-	-	42,541	132,128	16,156,497
-	-	-	(500)	-	(1,278,415)	(50,000)	(122,628)	(16,104,670)
-	-	-	-	36,491	1,278,415	-	-	2,217,011
-	(240,100)	(240,100)	(36,491)	(36,491)	-	-	-	(2,217,011)
-	-	-	-	-	-	(7,459)	9,500	51,827
\$ 416,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,481	\$ 526,293	\$ 18,218,813
-	-	-	-	-	-	-	-	(742,885)
-	-	-	-	-	-	-	8,500	124,110
-	-	-	-	-	-	-	-	18,100
-	-	-	-	-	-	-	-	(18,100)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	8,500	(618,775)
-	-	-	-	-	-	-	-	3,130,576
\$ 416,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,481	\$ 534,793	\$ 14,469,462
\$ 416,932	\$ 240,100	\$ 240,100	\$ 36,991	\$ 36,491	\$ 1,278,415	\$ 224,481	\$ 657,421	\$ 36,682,704
(416,932)	(240,100)	(240,100)	(36,991)	(36,491)	(1,278,415)	(224,481)	(657,421)	\$ (36,682,704)

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2014

EXHIBIT B

Position	Salary Range Annual	
City Manager	\$ 143,472	- \$ 171,312
Community Development Director	\$ 113,645	- \$ 135,697
Finance Director	\$ 113,645	- \$ 135,697
Parks & Recreation Director	\$ 113,645	- \$ 135,697
Public Works Director	\$ 113,645	- \$ 135,697
Chief Building Official	\$ 98,197	- \$ 117,252
Building Official	\$ 92,639	- \$ 110,616
City Engineer	\$ 92,639	- \$ 110,616
Development Review Engineer	\$ 82,449	- \$ 98,448
Senior Information Systems Administrator	\$ 80,115	- \$ 95,661
City Clerk/Executive Assistant	\$ 77,781	- \$ 92,874
Personnel Manager	\$ 75,581	- \$ 90,247
Principal Planner	\$ 75,581	- \$ 90,247
Senior Accountant	\$ 73,379	- \$ 87,617
Maintenance Supervisor	\$ 73,379	- \$ 87,617
Communications & Marketing Manager	\$ 73,379	- \$ 87,617
Plans Examiner/Building Inspector	\$ 73,379	- \$ 87,617
Recreation Manager	\$ 73,379	- \$ 87,617
Senior Planner	\$ 71,302	- \$ 85,138
Aquatic Supervisor	\$ 69,225	- \$ 82,658
Surface Water Management Program Coordinator	\$ 67,226	- \$ 80,272
Permit Center Coordinator	\$ 65,307	- \$ 77,980
Construction Inspector	\$ 65,307	- \$ 77,980
Parks Planner	\$ 65,307	- \$ 77,980

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2014

Position	Salary Range		Annual
Associate Planner	\$ 63,458	-	\$ 75,773
Accountant I	\$ 61,610	-	\$ 73,566
Programs Supervisor/Public Works	\$ 63,458	-	\$ 75,773
Code Enforcement Officer	\$ 61,610	-	\$ 73,566
Engineering Technician/GIS Coordinator	\$ 61,610	-	\$ 73,566
Personnel & Human Services Analyst	\$ 59,866	-	\$ 71,483
Senior Deputy City Clerk	\$ 59,866	-	\$ 71,483
Finance Specialist	\$ 58,124	-	\$ 69,403
Maintenance Worker	\$ 58,124	-	\$ 69,403
Assistant Planner	\$ 54,834	-	\$ 65,474
Accounting Clerk	\$ 51,729	-	\$ 61,767
Aquatics Specialist	\$ 51,729	-	\$ 61,767
Executive Department Assistant/Receptionist	\$ 47,420	-	\$ 56,622
Office Technician II/Executive Office	\$ 44,735	-	\$ 53,415
Management Assistant	\$ 39,814	-	\$ 47,539
Water Safety Instructor II	\$ 34,628	-	\$ 41,347
Specialty Instructor	\$ 32,667	-	\$ 39,006
Water Safety Instructor	\$ 32,667	-	\$ 39,006
Recreation Assistant	\$ 32,667	-	\$ 39,006
Engineering/GIS Intern	\$ 28,910	-	\$ 34,519
Aquatics Lead	\$ 27,531	-	\$ 32,875
Lifeguard II	\$ 27,531	-	\$ 32,875
Maintenance Worker (Seasonal)	\$ 27,250	-	\$ 32,538
Lifeguard	\$ 25,973	-	\$ 31,013

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2014

Position	Salary Range Annual
Recreation Aide	\$12/hr flat rate
Office Assistant	\$12/hr flat rate

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR PARK DESIGN FOR COVINGTON COMMUNITY PARK PHASE 2.

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENTS:

1. Proposed Professional Services Agreement, Scope of Work and Fees
2. Capital Costs and Revenues Summary Sheet

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

In March 2008, City Council approved a contract with MacLeod Reckord Landscape Architects to prepare a Master plan for the Covington Community Park. Construction of Covington Community Park Phase I was completed June 2013 and the park now has a multi-purpose grass field, 1.5 miles of paved and natural surface trails through forest and meadows, portable restrooms, parking lot, bleachers, restored wetlands and natural areas.

In order to keep the park development project moving forward, and to take advantage of the legislative appropriation received for the park last year, staff proposes the next phase of 60% design and cost estimate for the whole park property. This enables Phase 2 to be more accurately defined for construction. CCP Phase 2 has the potential to include primary parking, a community event stage with grass meadow seating area, age-specific playgrounds, group picnic and outdoor education shelters, tennis courts, outdoor exercise stations, expanded trail system, additional wetland restoration and necessary infrastructure such as the road frontage improvements on 180th Ave SE.

The 60% design and cost estimate will provide the cost information necessary to determine the elements attainable in Phase 2 construction and allow for grant and permit application to continue park development. A majority of this design work will be completed by May 2014, in time to apply for important biennial Washington State Recreation and Conservation Office (RCO) grants to help fund construction.

This contract is for design only and construction will not proceed without further Council approval.

The park plan and cost estimate will be provided to the City Council to consider for adoption in June 2014. In order to continue Covington Community Park development, MacLeod Reckord could also complete 100% design and cost estimate and construction documents for Phase 2 with the approval of City Council.

ALTERNATIVES:

1. Amend the scope of this phase of design.
2. Do not approve any scope of work.

FISCAL IMPACT:

The cost of the design contract \$224,718 including contingency. The total cost for this phase of work including project management and grant administrative fee is \$279,869. The \$2.1m legislative appropriation/CTED grant awarded in 2013 can be utilized for this 60% design and cost estimate. As this is a reimbursement grant, money may be transferred from other funds to cover costs until reimbursements are received. As such, sufficient funding is available to complete the project.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a contract between the City of Covington and MacLeod Reckord to complete additional design for the City's Covington Community Park.

REVIEWED BY: Parks & Recreation Director, City Manager, Finance Director, City Attorney

**CITY OF COVINGTON
AGREEMENT
ARCHITECTURE/ENGINEERING SERVICES**

ATTACHMENT 1

THIS AGREEMENT FOR SERVICES is entered into this 10th day of December, 2013, by and between the City of Covington (“City”), a Washington municipal corporation, and MacLeod Reckord, an architectural/engineering services consultant (“Consultant”).

RECITALS

- A.** The City seeks the services of an architectural/engineering consultant to perform design services on behalf of the citizens of Covington; and
- B.** The Consultant has the qualifications and experience necessary to provide said services; and
- C.** The City has selected the Consultant to perform said services; and
- D.** The purpose of this Agreement is to establish the terms and conditions under which the Consultant will perform said services.

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

- 1. Engagement.** The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant does hereby agree to perform on behalf of the City the services more particularly described herein.
- 2. Scope of Services.** Upon written authorization from the City to proceed, the Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”), in a manner consistent with the accepted practices for similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Consultant shall comply with all federal, state, and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards, and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance.
- 3. Term of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2014 (“Term”), unless earlier terminated under the provisions of this Agreement. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1. Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant as follows [*applicable method of payment is indicated with a checkmark—only one method of payment shall be selected*]:

- 4.1.1.** An amount not to exceed \$_____ calculated on the basis of the hourly rates set forth in Exhibit “B,” attached and incorporated herein by this reference; OR
 - 4.1.2.** An amount not to exceed \$224,718; OR
 - 4.1.3.** Other [describe]: _____
-

4.2. Method of Payment. Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than ten (10) days after city council approval of the invoiced amount.

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

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

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

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

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

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

9. Indemnification. The consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence

of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance. The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives, or employees and in such forms and with such carriers who have a rating satisfactory to the City [*required insurance coverage under this Agreement is indicated with a checkmark*]:

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

10.2. X Employer Liability. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

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

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

10.5. Additional Requirements.

10.5.1. The City shall be named as additional insured on all above required insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program.

10.5.2. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.5.3. All required insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date of this Agreement is actually terminated or upon project completion and acceptance by the City.

10.5.4. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such above required coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.

10.6. The Consultant's maintenance of insurance as required above shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.7. The Consultant's failure to maintain such insurance policies as required above shall be grounds for

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

11. Termination.

11.1. This Agreement may be terminated at any time, with or without cause, by the City.

11.2. Upon termination, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City within five (5) business days of the date of termination. Consultant shall be entitled to payment for all Services satisfactorily performed and reimbursable expenses incurred to the date of termination.

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

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

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

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

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

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

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

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

19. Successors. Subject to any limiting provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives,

successors, and assigns.

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

21. Notices. All notices, payments, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by first class or certified mail, with postage prepaid to the address included in the signature block below, or to such other person or place as one party shall furnish to the other in writing. Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

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

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

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

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

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

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

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

CITY OF COVINGTON

CONSULTANT

By: Derek Matheson
Its: City Manager
16720 SE 271st Street, Suite100
Covington, WA 98042

By: Connie Reckord
Its: Principal
Address: 83 Columbia Street, Suite 306
Seattle, WA 98104

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

MacLeod Reckord

Landscape Architecture ■ Planning ■ Urban Design

Daily Journal of Commerce Building
83 Columbia Street Suite 306
Seattle, Washington 98104
P 206-323-7919
F 206-323-9242

ATTACHMENT A SCOPE OF WORK

November 25, 2013

Covington Community Park Phase 2

PROJECT DESCRIPTION

Scope

The Scope of Work includes provision of professional design services for the continuation of future phases of Covington Community Park. Services include site reconnaissance and verification of conditions, advance park design from 30% to 60%, cost estimating, identify phasing plan alternatives, develop illustrative plans and sketches, and review/approval with City staff, Council, and Parks & Recreation Commission.

Future phases of work will include refinement of design, construction documents, and construction administration as requested by the City.

Project Program Elements

Program elements are as shown in the master plan, refined in the 30% submittal, and include those items not constructed in Phase 1. Program elements include the following: turf sport fields; northeast corner sport courts and plaza including basketball, ping pong, sand volleyball courts and water feature; parking; play area and natural play elements (without spray play); exercise stations area; 9 to 18 hole disc golf course; (2) tennis courts; structures include concessions/comfort station, community stage, (2) large shelters, (2) small shelters; wetland mitigation; and frontage and (minimal) intersection improvements along 180th Avenue SE and SE 240th Street; and connections to existing trails.

ROLES & RESPONSIBILITIES

MacLeod Reckord will contract with subconsultants involved in earlier phases of the project and as identified below. Roles and responsibilities are as follows:

- MacLeod Reckord (MR) – Project management, team coordination, landscape architecture lead, document production and overall documentation coordination, project oversight, and QA/QC.
- PACE Engineers (PACE) – Civil engineering, TESC, storm drainage and utility design and documentation.
- MLA Engineering (MLA) – Structural engineering and documentation.
- ARC Architects (ARC) – Architectural planning, design, and documentation.

- ESA (ESA) – Environmental science, mitigation planning, design, and documentation.
- Candela Sparling (Candela) – Lighting design and electrical engineering and documentation.

GENERAL ASSUMPTIONS

1. Meetings and deliverables have been included in the Scope as outlined herein.
2. Grading plans will be prepared, stamped, and signed by the landscape architect.
3. Public art component has not been specifically identified for this contract, and is not included in this scope of work.
4. Review comments from various City Departments/reviewers will be consolidated by the City into a single review document set for each phase of design. Design team will provide a consolidated response to each set of comments.
5. No new extension or relocation of the public water system or other utilities is anticipated.
6. Wetland verification or additional delineation or mapping not anticipated.
7. Survey as provided for Phase 1 and as modified by contractor's as-built information. No new survey is anticipated.
8. Permit application for state, local, and regional permits (inclusive of NOI and SWPPP) is not anticipated. Variance to the City of Covington code not anticipated.

SCHEDULE

The scope of work is premised on a Notice-to-Proceed date of approximately December 15, 2013. Completion of work items required for grant application is May 1, 2014. Final completion of all work items in this phase is June 30.

DELIVERABLES

Drawing format for design plans will be ACAD version 2012/2013, with Civil3D as appropriate to content. Preliminary review and final submittal sets will be in PDF format and will include one full size and one half size (11" x 17") bond hard copy. Format for illustrative sketches will be PDF or JPG format, as necessary for presentation purposes.

DOCUMENTS AND DATA TO BE FURNISHED BY CITY OF COVINGTON

The following documents and data will be the responsibility of the City:

- Resolution of easement/right-of-way needs due to proposed improvements (e.g. temporary construction easements, access easements, etc.)

WORK TASKS

PROJECT MANAGEMENT

Project management is incorporated in each task.

TASK 1. PROJECT INITIATION AND DATA COLLECTION

- 1.1 Coordination meeting with City staff to review scope and schedule and define Work Plan.
- 1.2 Coordinate scope definition and contracting with subconsultants.
- 1.3 Update base mapping incorporating as-built conditions. Identify areas that may need future survey and/or geotechnical evaluation for work beyond 60%. No additional field survey or geotechnical work is anticipated for this scope.

- 1.4 Site reconnaissance for purposes of additional inventory mapping and analysis.
- 1.5 Program evaluation and resolution. Program elements that have changed or been added since master plan will be evaluated and refined to the extent necessary to integrate those elements with the 30% design. Elements include changes in path layout as a result of the addition of disc golf, revision to number and orientation of shelters, and adjustment to play area size/configuration based on path/shelter layout revisions.
- 1.6 Coordination meeting with BPA to define mitigation project and confirm process and procedures.
- 1.7 Project management.

Deliverables: Final scope of work and executed contract; Subcontracts for team; Project schedule; Team roster; Invoicing; Updated base map and title block template; Meeting notes.

Meetings: (1) City/team meetings (MR, PACE, ARC, ESA); (1) Team meeting (All); (1) BPA meeting (MR, ESA).

TASK 2. UPDATE ILLUSTRATIVE PLANS & SKETCHES

- 2.1 Develop illustrative (color renderings) plans and sketches as follows:
 - 2.1.1 Plan of entire site showing existing conditions Phase 1, and proposed full build-out conditions (Phases 2 and 3).
 - 2.1.2 Partial plan of Phase 2.
 - 2.1.3 Plan (full and partial) superimposed over aerial photograph.
 - 2.1.4 Illustrative perspective sketches of stage shelter, (2) large shelters, & play area.
- 2.2 Provide graphics in JPG format for inclusion in Powerpoint presentation and in PDF format for printing at 11X17".
- 2.3 Project management.

Deliverables: Illustrative plans and sketches as noted above, delivered electronically and (1) hard copy on presentation bond.

Meetings: None anticipated.

TASK 3. PRELIMINARY DESIGN DEVELOPMENT (50%)

- 3.1 Refine 30% design reflecting changes made in Phase 1 and input from City staff. Prepare 50% drawings to fix and describe the size, location, character, elevation, and material selection of program elements noted above. Plan set, all at a preliminary design development level, to include:
 - 3.2 Layout plan for all program elements.
 - 3.3 Grading plan.
 - 3.4 Temporary erosion and sedimentation control (TESC) plan (see attached PACE scope).
 - 3.5 Site stormwater conveyance, flow control, and water quality treatment facility design and engineering in accordance with City of Covington standards and requirements (see attached PACE scope).
 - 3.6 Site domestic water and sanitary sewer service facility design in accordance with Covington Water District standards and requirements (see attached PACE scope).
 - 3.7 Planting plan.
 - 3.8 Environmental mitigation plan for full site development impacts. This will be represented in the draft grading and planting plans only, and will not include a mitigation report. The

purpose of this task will be to illustrate the comprehensive mitigation effort required for full project build-out, but will not include the detailed reporting and calculations necessary for submittal to agencies for formal review (see attached ESA scope).

- 3.9 Irrigation plan.
- 3.10 Site construction details.
- 3.11 Site structural for backstop, retaining walls 3'-10' tall, concrete on-grade steps, and bleacher seating built into hillside (see attached MLA scope).
- 3.12 Electrical and lighting design for fields, parking, and general site (see attached Sparling scope for specific design, calculations, and details included).
- 3.13 Architectural design of Concessions/Comfort Station, Stage Shelter, Large Shelter, and Standard Shelter (see attached ARC scope). Provide rendering of Stage Shelter and (2) Large Shelters.
- 3.14 Develop preliminary cost estimate based on preliminary design development plan set.
- 3.15 Provide preliminary specification outline in CSI format based on preliminary design development plan set.
- 3.16 Team coordination meeting.
- 3.17 City/Team review meeting.
- 3.18 QA/QC review and package assembly for delivery.
- 3.19 Project management.

Deliverables: (1) Preliminary design development plan set (components as noted above); Preliminary (full project area) cost estimate; Preliminary specification outline; Meeting agenda and minutes.

Meetings: (1) City/Team meeting (MR); (1) Team meeting (MR, PACE, ARC, ESA).

TASK 4. PHASING PLANS

- 4.1 Develop up to (2) alternative phasing plans from the products developed under Task 3. Phasing alternatives will be based on available construction budget and prioritized projects as identified by City staff. Identify phasing alternatives in narrative and graphic form. Provide planning level cost estimates for Phase 2 only of both alternative phasing plans.
- 4.2 Review alternative phasing plans with City staff, Parks and Recreation Commission, and City Council.
- 4.3 Identify preferred phasing plan and incorporate any adjustments to program, layout, or construction details into Task 5.
- 4.4 Project management.

Deliverables: (2) Alternative phasing plans; (1) Narrative describing each of 2 alternative phased development plans; (2) Planning level cost estimates for alternative phasing plans; Meeting agenda and minutes.

Meetings: (1) City/Team meeting (MR); (2) Public meetings (P&R Commission, City Council) (MR, ARC, ESA).

TASK 5. FINAL DESIGN DEVELOPMENT (60%)

- 5.1 Advance 50% design incorporating input from City staff, Parks and Recreation Commission, and City Council. Prepare 60% drawings reflecting the preferred phasing

plan from Task 4. All elements will be defined according to phasing plan as being either Phase 2 or Phase 3 work. Plan set to include:

- 5.2 Advance layout plan for all program elements.
- 5.3 Advance grading plan, reflecting strategy for future project phasing.
- 5.4 Advance TESC plan, reflecting final adjustments to layout and grading.
- 5.5 Advance design and engineering for site stormwater conveyance, flow control, and water quality treatment facility.
- 5.6 Advance design and engineering for domestic water and sanitary sewer service.
- 5.7 Advance planting plan and plant schedule.
- 5.8 Advance environmental mitigation plan. This will represent full mitigation required for project build-out and will be divided into Phases 2 and 3 only with a limit line (not different design concepts).
- 5.9 Advance irrigation plan and equipment schedule.
- 5.10 Advance site construction details.
- 5.11 Advance site structural for backstop, walls, steps, and bleacher seating.
- 5.12 Advance electrical and lighting design for fields, parking, and general site.
- 5.13 Advance design of architectural components: Concessions/Comfort Station, Stage Shelter, Large Shelter, and Standard Shelter.
- 5.14 Finalize design development cost estimate for elements in Phase 2 and Phase 3, with individual estimates.
- 5.15 Finalize specification outline for the selected Phase 2 (approx. \$3 million MACC) program.
- 5.16 Provide documentation to support RCO grant application including:
 - 5.16.1 Graphics identified in Task 2.
 - 5.16.2 Selected sheets from 60% plan set in JPG format.
- 5.17 Team coordination meeting.
- 5.18 City/Team review meeting.
- 5.19 Present to P&R Commission and City Council for approval/adoption.
- 5.20 QA/QC review and package assembly for delivery.
- 5.21 Project management.

Deliverables: (1) Final design development plan set (components as noted above); Final (Phase 2 and Phase 3) cost estimates; Final specification outline (Phase 2 only); Meeting agenda and minutes.

Meetings: (1) City/Team meeting (MR); (2) Public meetings (P&R Commission, City Council) (MR).

MacLeod Reckord, PLLC

Landscape Architecture ■ Planning ■ Urban Design

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83 Columbia Street Suite 306
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206-323-7919
FAX 206-323-9242

November 25, 2013

Scott Thomas
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042

RE: Covington Park – Phase 2

Dear Scott,

Attached please find the final scope and fees for advancing 30% design for all improvements (excluding Phase 1) through 60% design, including phasing plan alternatives and updated illustrative plans and sketches. This incorporates comments to the draft submitted last week. In addition, we have provided a draft schedule showing anticipated task duration and meeting dates. These dates have some flexibility in order to align with scheduled meeting dates for P&R Commission and City Council.

We have included a detailed scope of work for the project and fee derivation work sheet for MacLeod Reckord. We have also attached our team member's proposals which contain their detailed scopes of work and fees. Below is a summary of proposed fees for the project:

MacLeod Reckord	103,944.
ARC (architecture, structural, mechanical, electrical, estimator)	44,790.
PACE (civil engineering)	28,800.
Sparling (site electrical/lighting)	9,885.
MLA (site structural)	2,750.
ESA (environmental)	4,998.
MacLeod Reckord 10% administration	<u>9,122.</u>
Subtotal:	204,289.

Thank you for the opportunity to continue with Phase 2 of this project. Ed and I are both very excited to see the park evolve to its next phase, and we are looking forward to working with you and Angie.

Sincerely,



Connie Reckord
attachments



Covington Community Park - Phase 2

Account Number: ### - ## - ### - ##

Work Order Number: ### - ####

ATTACHMENT 2

Project Description

Design and construction of Covington Community Park Phase 2. Phase 1 construction included multi-use grass sports field, multi-purpose grass field, 1.5 miles of trails portable restrooms, parking lot, bleachers, restored wetlands and natural areas. Phase 2 includes primary parking, event stage with seating area, playgrounds, group picnic and education shelters, tennis courts, outdoor exercise stations, expanded trail system, additional wetland restoration and necessary infrastructure. The process includes 60% design and cost estimate for the whole park and identification of Phase 2 construction elements. Construction would occur as funding allows.

Total Project Cost: \$2,999,403

Basis/Variables/Risks in Cost Estimate: The current cost estimate is based on 30% level design and includes appropriate contingencies. A more reliable cost estimate will be developed in the next phase of the project of 100% design. Step 1 - 60% design process begins December 2013 and concludes late 2014. Step 2 - 100% design and construction.

Estimated Maintenance and Operating Costs:	Year	2013	2014	2015	2016	2017	2018
Amount	\$						

Estimated Schedule/Milestones: Proj Dev/Planning Pre-design Design Construction
 60% Design - 12/13 - 9/14 mid 2015 - 2016
 100% Design 10/14 - 07/15

Change from Prior CIP: No change, initial CIP cost estimate

EXPENDITURES	Total	Expenses Prior to Dec. 31, 2012	2013	2014	2015	2016	2017	2018	2018	Future
Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Design	750,000	-	-	750,000	-	-	-	-	-	-
Acquisition	-	-	-	-	-	-	-	-	-	-
Construction	2,249,403	-	-	-	-	2,249,403	-	-	-	-
TOTAL	\$ 2,999,403	\$ -	\$ -	\$ 750,000	\$ -	\$ 2,249,403	\$ -	\$ -	\$ -	\$ -

REVENUES										
Parks CIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
King County CSD Grant	-	-	-	-	-	-	-	-	-	-
King County Pool Transfer	-	-	-	-	-	-	-	-	-	-
Leg Approp/CTED Grant	2,100,000	-	2,100,000	-	-	-	-	-	-	-
King County YSFG	-	-	-	-	-	-	-	-	-	-
LWCF Grant	-	-	-	-	-	-	-	-	-	-
WWRP-LP Grant	500,000	-	-	500,000	-	-	-	-	-	-
Bond Issue - Voted	-	-	-	-	-	-	-	-	-	-
Unfunded										
TOTAL	\$ 2,600,000	\$ -	\$ 2,100,000	\$ 500,000	\$ -					

cash flow \$ (399,403) \$ - \$ 2,100,000 \$ (250,000) \$ - \$ (2,249,403) \$ - \$ - \$ - \$ -

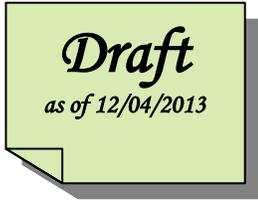
DISCUSSION OF FUTURE AGENDA TOPICS:

Tuesday, December 24, 2013 Regular Meeting – CANCELED

**6:00 p.m. Tuesday, January 14, 2014 Special Meeting for Parks &
Recreation Commission Interviews**

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

(Draft Agenda Attached)



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



Tuesday, January 14, 2014
7:00 p.m.

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

Council will interview Parks & Recreation Commission applicants beginning at 6:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

SELECTION OF MAYOR

SELECTION OF MAYOR PRO TEM

RECEPTION FOR NEWLY ELECTED COUNCILMEMBERS, MAYOR AND MAYOR PRO TEM

APPROVAL OF AGENDA

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

APPROVE CONSENT AGENDA

- C-1. Minutes: November 26, 2013 Regular Meeting; December 3, 2013 Special Joint Meeting with CEDC & Chamber Board; December 10, 2013 Special Joint Study Session with Planning Commission; and December 10, 2013 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)

NEW BUSINESS

1. Consider Appointment to Parks & Recreation Commission (Council)
2. Consider Appointments to Council Appointees Exit Interview Sub Committee (Council)
3. Motion Appointing Members of the Council’s Audit Committee (Hendrickson)
4. Appointments of 2014 Primary Representatives and Alternates to the following:
 - South County Area Transportation Board (SCATBd)
 - Sound Cities Association’s Public Issues Committee (PIC)
 - Metropolitan Solid Waste Advisory Committee (MSWAC)
 - Water Resource Inventory Area 9 Forum (WRIA 9)
 - Kent Fire Department Regional Fire Authority (RFA)
 - Southeast Area Transportation Solutions (SEATS) (Council)

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

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