Note: City Council will interview an applicant for the Parks & Recreation Commission beginning at 5:40 p.m., and a Joint Study Session with the Planning Commission is scheduled from 6:00 to 7:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
• Award 2019 Youth Volunteer of the Year, 2019 Volunteer of the Year, and 2019 Commissioner of the Year

RECEPTION FOR AWARD RECIPIENTS

PUBLIC COMMUNICATION Continued
• Lakepointe 2019 Annual Report (Colin Lund)

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.

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA
C-1. Minutes: January 27, 2020 Special Meeting (Scott)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Approve Relocation Assistance Associated with Acquisition of Parcel 362205-9098 and 362205-9035 for Future Use as a Public Park (CIP 1019). (Newton)

REPORTS OF COMMISSIONS
• Economic Development Council
• Parks & Recreation Commission
• Planning Commission
• Youth Council
NEW BUSINESS
1. Consider Appointment to Parks & Recreation Commission (Council)
2. Authorize the City Manager to Execute an Agreement with Atwork Commercial Enterprise LLC for Landscape Installation in the 192nd Avenue SE Median (Vondran)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT See guidelines above in first public comment section

EXECUTIVE SESSION

• To Review the Performance of a Public Employee (RCW 42.30.110(1)(g)

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).
Attached you will find an Annual Report submitted to the City on January 10, 2020, from Oakpointe (aka Lakepointe Covington Inc.), the Master Developer of the Lakepointe Urban Village Subarea (“Lakepointe Subarea”) to comply with terms of the Lakepointe Urban Village Development Agreement (“DA”) Section 36 related to Annual Reports and excerpted below:

36. ANNUAL REVIEW.
36.1 Annual Examination Required. Pursuant to Section IV(A) of the Planned Action, no later than December 31st of each year, Master Developer shall submit a report to the Designated Official, including, at a minimum, the following topics:
36.1.1. What obstacles, opportunities and/or constraints might exist for Master Developer that were unexpected when the Agreement was written;
36.1.2. Status of reclamation;
36.1.3. Status of progress and compliance with the Planned Action mitigation measures;
36.1.4. Documentation of reclamation compliance from Department of Natural Resources;
36.1.5. Parking;
36.1.6. Traffic;
36.1.7. Road Construction;
36.1.8. Public safety issues/concerns;
36.1.9. Status of trail construction;
36.1.10 Status of required focal points; and
36.1.11 What sustainably features have been incorporated into Lakepointe Urban Village development pursuant to Section 6.
36.2 The Designated Official shall work cooperatively with the Master Developer to schedule a time for the Master Developer to present its report to the City Council. Notice of such presentation shall at a minimum be published in the local newspaper by the City a minimum of eighteen (18) days prior to the City Council meeting. The Designated Official shall keep track of comments and concerns raised by the public and City staff between annual reports and provide that list for consideration during the Master Developer’s presentation to the City Council. The City shall use the report to monitor the progress of the Lakepointe Urban Village development to ensure it is consistent with the assumptions of the Planned Action and Planned Action EIS.
Staff placed a display ad in the February 7, 2020 edition of the Covington Reporter to give notice of the Master Developer’s (Oakpointe) Annual Report presentation to the City Council at their February 25, 2020 meeting. Staff also posted notice at City Hall and on the City’s website of the Annual Report.

Public Comments & Concerns
Staff regularly fields emails, phone calls, and front counter inquiries about when the roadway improvements and/or development will start within the Lakepointe Subarea, the types of uses allowed in the Lakepointe Subarea, concerns about traffic, as well as preservation of open space, trees, and the green space buffer. Staff addresses these issues by referencing the history of planning for the area, the analysis prepared with the original Hawk Property Subarea Plan and 2013 Planned Action EIS, and mitigation measures adopted in the Planned Action Ordinance as well as the Development Agreement. All of these documents are accessible on the City’s website and in hardcopy at City Hall.

On June 11, 2019, and consistent with CMC 18.20.020(2)(j) and CMC 14.60.160(4), the City Manager approved a waiver to allow the unloading of fill material associated with the approved DNR surface mining reclamation permit through December 2021. Mitigation measures were implemented to limit the impacts to residences to the south of the Lakepointe Subarea and sensitive habitat areas in the critical areas in the northern portion of the Lakepointe Subarea. A hotline number, 253-569-5127, is manned by staff from Goodfellow Bros., whenever fill is being imported into the gravel pit to address immediately any potential noise complaints at night from this activity.

Public Benefits
As part of the DA several specific Public Benefits (DA Section 6) were provided, and staff will review all future development activities with the Lakepointe Subarea, as applicable, to ensure these are provided for as part of the design of future development. These include:

- Reserving space for a Covington Police Department storefront substation within the commercial area of the Lakepointe Urban Village Subarea. Furthermore, the Master Developer and Covington’s Police Department will explore the opportunity to set-up a police-business partnership and develop a memorandum of understanding to establish a formal structure and solidify the goals and commitments of the police, Master Developer, and any private on-site security within the Lakepointe Urban Village Subarea.
- Vehicle parking reserved for Cedar Creek Park visitors in proximity to the parks access points, as well as pedestrian access points to connect the Lakepointe Subarea’s trail system with the parks trails.
- Integrating sustainability measures, such as the principles of smart growth, urbanism, and green building into the site and building design.

Highlight of Activities in 2019
Jan. – Dec. 2019 SEPA18-09 for LA18-0002 Comprehensive Plan Amendment: In 2018, the Master Developer applied to amend the Land Use and Economic Development Elements of Covington’s 2015-2035 Comprehensive Plan, to increase the commercial square footage from 850,000 square feet to 1.32 million square feet as well as increase the number of residential units from 1,500 to 1,750 units. Based on the scope of this request, the City determined it was necessary to prepare a Supplemental Environmental Impact Statement (SEIS) to analyze the potential impacts from this proposed increase in the previously approved development thresholds that may not have been fully addressed in the 2013 Planned Action.
Throughout 2019, staff has worked on the analysis necessary for the SEIS based on information provided by the Master Developer. Staff and the Master Developer continue to meet to discuss potential impacts, additional information needed, and proposed mitigation measures. To address one area of ongoing concern related to the impacts of the increased development on police services, the City is currently undertaking a fiscal analysis to evaluate tax revenues generated and the sustainability of the proposed increase in development within the Lakepointe Subarea. Staff hopes the remaining issues will be resolved in early 2020 and the Draft SEIS can be issued in the first half of 2020 and will be available for public review.

July 2019  PA19-0008 (PA18-0012) Pre-application Conference: The Master Developer applied for a second pre-application conference to discuss their proposed 22 lot single-family subdivision (referred to as Maple Hills V) within a 5.21-acre parcel, zoned R-6, located within the eastern portion of the Lakepointe Subarea. City staff provided the applicant’s representatives feedback on their preliminary design, which included requirements that the homes within the subdivision incorporate on-site recreation space, sustainable development practices, noise control measures and other requirements triggered by the Development Agreement and Planned Action Ordinance.

Dec 2019  LU19-0025 Preliminary Plat Application: The Master Developer submitted a preliminary plat application for the 22-lot single-family subdivision (Maple Hills V), thus making it the first official planned action project received by the City for the Lakepointe Subarea as well as the first implementing project under the Development Agreement. Staff has not received all of the required information to make a determination of Planned Action Consistency with the Planned Action Ordinance (Ord. 04-14) or to fully review it as an Implementation Project under the terms of the Development Agreement. Staff prepared a letter to the Master Developer detailing the remaining information needed and a follow-up meeting has been scheduled.

2019 Development Agreement and Planned Action items being monitored by staff

- Highlights of Covington Connector roadway elements:
  - Identification of the future location of the required Visual Gateway Features in relation to the Covington Connector roadway design; one located at the southeast entrance to the Lakepointe Subarea and one at the western entrance to the Lakepointe Subarea off SR 18 (DA Section 19.3 & DA Exhibit B CMC18.35.310 (8)).
  - Incorporation of decorative features and/or artwork on retaining walls, overcrossings, and underpasses of the Covington Connector that are visible from roadways, trails, parks, public gathering areas, and sidewalks (DA Section 21, Exhibit P Design Standards 1.4 and 1.5).
  - All runoff from pollution-generating surface must be captured, treated, and, where feasible, infiltrated to prevent poor surface and ground water quality. Water quality treatment shall be through low impact development facilities (DA Section 23.4 & PA Ord. Attachment B-1 mitigation measure 6, 7, and 22).
  - If the Master Developer proposes public facilities that are privately maintained (such as privately maintained stormwater facilities for the Covington Connector roadway), a separate infrastructure Maintenance Agreement must be entered into (DA Section 23.6).
  - Once the baseline impact necessary for construction of the Covington Connector, trails, and other infrastructure such as utilities, are determined, the identified wetland buffer (or modified...
buffer if impacts cannot be avoided), shall be placed in an easement or non-buildable tract and dedicated to the City or other conservation organization approved by the City (PA Ord. Attachment B-1 mitigation measure 23).

- A stewardship program for natural open spaces and critical areas shall be created at the time easements or tracts are approved by the City and prior to development occurring within 500 feet of the onsite critical areas (PA Ord. Attachment B-1 mitigation measure 24).
- Public landscaped areas, stormwater bioswales, and other green space areas provided in the Lakepointe Subarea shall be planted with native grasses, groundcovers, trees, and shrubs whenever possible to maximize wildlife habitat and minimize the needed maintenance (PA Ord. Attachment B-1 mitigation measure 25).
- To reduce habitat fragmentation between the Jenkins Creek corridor and habitat patches to the south and west, a wildlife crossing is required to be incorporated into the Covington Connector roadway design (PA Ord. Attachment B-1 mitigation measure 29).

- Ensuring the integration of sustainability measures into the site and building design of the Lakepointe Urban Village Subarea (DA Section 6.3).
- The Development Agreement states that Covington’s Police Chief shall be provided with early review of all site and building design documents prior to review and approval by the Master Developer’s Design Review Committee (DA Section 17.3).

**Current Covington Connector Related Activities Under City Review (CIP 1201)**

- **Phase 1** (roadway improvements on 204th Ave SE from SE 272nd north to the border of the Lakepointe Subarea) - City staff has received 100% design plans submitted by Oakpointe for roadway improvements to 204th Ave SE. The ROW Acquisition process is in full swing with offers being made to all 39 property owners along the corridor. Of the 39 offers, 16 have been accepted and the remaining are expected in the next month or two. If funding is made available from the Legislature, the project is expected to go to bid in Spring of 2020.

  A SEPA Determination of Nonsignificance (SEPA19-05) was issued on June 14, 2019 for that portion of the roadway improvements located between SE 259th Street and State Route 516 (SE 272nd Street). A separate SEPA Checklist was submitted to the City’s SEPA Official on February 4, 2020 for a SEPA determination for roadway improvements to 204th Ave SE between the southern border of the Lakepointe Subarea and SE 259th Street.

- **Phase 2** (new collector arterial roadway within the Lakepointe Subarea connecting 204th Ave SE to SR 18/SE 256th St) - Staff has reviewed and commented on the 100% design plans for the portion of the Covington Connector through the Lakepointe Subarea. Two roundabouts have been incorporated into the design that were previously signalized, the wildlife undercrossing has been incorporated into the roadway design, and the road’s vertical alignment has been significantly modified from the original design that allowed for below grade access to parking garages. The redesigned roadway is now planned to be at final grade for the site. A separate SEPA determination is not required for Phase 2 as it is located within the Planned Action study area, the SEPA official will evaluate this Planned Action Project for Planned Action Consistency pursuant to the terms of the PAO #04-14.

- **Phase 3** (SR 18 interchange improvements outside of the Lakepointe Subarea’s study area) - The Master Developer has submitted plans to the Washington State Department of Transportation (“WSDOT”) for comment. WSDOT is working with the City to develop maintenance agreements for landscaping, irrigation, decorative streetlight poles, and some stormwater infrastructure. This will
be included in the maintenance agreement with the Master Developer and the City. There are three
parcels that are impacted by this phase of the project and will require some acquisition. If funding is
made available from the Legislature, the project is expected to go to bid in the Summer of 2020.

These SR 18 interchange improvements require a separate SEPA determination. In consultation,
with WSDOT and King County, the city and will assume lead agency on the SEPA Determination.

Attachment:
1) January 10, 2020 Lakepointe Annual Report for 2019 from Lakepointe Covington Inc.
2) City Manager Limited Noise Control Work Hour Waiver, June 11, 2019
Pursuant to Section 36.1 of the Lakepointe Development Agreement (DA), the Master Developer (Lakepointe Covington Inc. hereinafter referred to as “Oakpointe”) must provide an annual report to the City of Covington Designated Official. Below is a listing of the each of the areas to be addressed and a response by Oakpointe:

36.1.1 - What obstacles, opportunities and/or constraints might exist for the Master Developer that were unexpected when the Agreement was written

The DA primarily focuses on activities that occur during site entitlement, construction and operation. Oakpointe continues to concentrate on pre-development activities. These included the Covington Connector roadway design, engineering and a Comprehensive Plan Amendment to increase the residential unit count: from 1,500 residential units to 1,750 residential units and to increase the commercial square footage from 850,000 square feet to 1.32M square feet. The request was accepted for review by the City (docketed) via City of Covington Resolution No. 2018-06 approved by the City Council on May 8, 2018. Much of this year has been spent evaluating if additional environmental impact would result through a Supplemental Environmental Impact Statement (SEIS) process. While the SEIS process was anticipated to be complete in 2019, Oakpointe feels reasonably confident the City will issue a Supplement EIS in early 2020. This will be followed by the City completing their review and public hearing process of the 2018 docketed Comprehensive Plan Amendment noted above. A final step will be a modification to the Lakepointe Urban Village Development Agreement (Ord. 02-2017) to capture the increases contemplated by the Comprehensive Plan Amendment request and any additional conditions or standards deemed necessary.

36.1.2 Status of Reclamation

By the end of 2019 approximately 1,075,400 yards of fill material had been imported to the site during the calendar year. This was an increase from prior years due to the City Manager’s approval of Oakpointe’s extended work hours request in June 2019. The majority of the 2019 fill came from the Microsoft Redmond campus redevelopment and the Seattle Key Arena redevelopment. On-going geotechnical evaluations have been performed on-site to ensure clean suitable material is being imported and that the placement and compaction activities are in compliance with the site’s reclamation plan and industry standards. Summary reports are being provided to the City of Covington for its review. Goodfellow Bros. Inc., Oakpointe’s general contractor, is on site everyday managing the import of material, conducting the actual placement and compaction work and monitoring for erosion and water quality concerns.

For 2020 we anticipate roughly 800,000 yards of fill coming into the site. Microsoft fill will continue albeit at a lesser magnitude as the majority of that work has been completed. Key Arena will also continue into Q1.

36.1.4 Status of progress and compliance with the Planned Action mitigation measures

(Not applicable at this time)
36.1.5 Parking
(Not applicable at this time)

36.1.6 Traffic
(Not applicable at this time)

36.1.7 Road Construction

Oakpointe has invested substantial capital to prepare final engineering plans for the Covington Connector road (Lakepointe Boulevard) that extends from the west off-ramp of Highway 18 at SE 256th Street to the intersection of 204th Avenue SE and SE Kent Kangley Road. The plans have been divided into three sections. The first section includes improvements to 204th Avenue SE (from Maple Hills to SE Kent Kangley Road) as one plan set. The second section includes the two Highway 18 new roundabouts. The third section of the Covington Connector is through the Lakepointe site. It is Oakpointe’s understanding that the City will approve for construction all three sections early in Q1 of 2020.

In November, Washington State voters approved Initiative 976. In response shortly thereafter, WSDOT and Governor Inslee released their separate lists of projects not yet underway to be postponed. Both lists included the Covington Connector, in which $24 million of Connecting Washington Funds were previously obligated. While this untimely postponement has added a lot of uncertainty to the availability of funds and coincidentally the timing of road construction, Oakpointe and City staff continue to work diligently to ensure all sections of the Covington Connector are 100% designed and the necessary right-of-way is secured. These efforts will allow us to jointly petition our State Legislators that indeed the Covington Connector is shovel ready and it would be appropriate for the State Legislature to once again obligate funds for its construction.

In August, Oakpointe partnered with the City to pursue a Federal Transportation Improvement Board (TIB) grant to help fund a portion of Lakepointe Boulevard (i.e., the Covington Connector). In November, we received notice that the project was selected for a $3,500,000 grant. This award is contingent upon the City obligating Connecting Washington Funds to the Covington Connector by June 30, 2020. Therefore, it is critical to have the State obligate funds for the overall roadway to preserve this grant. This will be a primary focus during the 2020 legislative session.

36.1.8 Status of trail construction
(Not applicable at this time)

36.1.9 Status of required focal points
(Not applicable at this time)

36.1.10 What sustainably features have been incorporated into Lakepointe Urban Village development pursuant to Section 6.
(Not applicable at this time)
Extended Work Hours Granted

City Manager Limited Noise Control Work Hour Waiver

City Manager approval of a waiver request, received on May 8, 2018 from Lakepointe Covington LLC, of the provisions of CMC 8.20.020(2)(i). The request is for extended work hours to allow the unloading of fill in the Lakepointe Urban Village Subarea between 8:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on weekends or Federal holidays. This approval is limited to the importing of fill material associated with the approved Washington State Department of Natural Resources (DNR) surface mining reclamation permit (#70-011069). No spreading or compaction of fill or other activities may occur on site during the extended work hours.

This request was reviewed based on the criteria provide in CMC 18.20.020(2)(i) and CMC 14.60.160(4).

Applicant:
Brian Ross
President & CEO of Oakpointe LLC
Operating Manager for Lakepointe Covington Inc.

Location of project: Lakepointe Urban Village Subarea

Evaluation:
Per the submittal, importing of fill on site is requested during extended work hours to obtain approximately 4 million cubic yards of fill from a source that that restricts the export of soil to hauling at night. Nighttime work is necessary to receive fill from this site and to minimize disruptions to commuting traffic. Importing of fill during the extended work hours is anticipated to continue through December 2021.

The applicant has indicated that their contractor, Goodfellow Bros., Inc. will be importing 25 truckloads per hour on average of clean soil by truck and trailer from various construction projects in the region. A Revised Reclamation Noise Study, dated February 7, 2019, was prepared by Ramboll consistent with CMC 14.60.160(4) for the proposal to transport fill to the site via haul trucks and dumping it and included specific mitigation recommendations to limit the impacts to residences to the south of the Subarea and sensitive habitat areas in the critical areas in the northern portion of the Subarea. With the proposed noise mitigation measures, the importing of fill on site at night could comply with the applicable nighttime noise limits of 50 dBA and proposed noise goal of 45 dBA for the sensitive habitat areas.

Mitigation Methods proposed by the applicant to be implemented during extended work hours:

1. Spotters will be used to direct dump trucks on site during the expanded work hours.
2. Spotters will ensure dump truck are following pre- determined night-time truck routes within the reclamation limits, as shown on the attached Night Work Haul Route Map.
3. Horns will not be allowed or used by any equipment or trucks during the extended work hours except in the event of an emergency at night.

4. If a truck becomes stuck while unloading fill on-site during the extended work hours a rubber-tired machine may be used to assist from time to time.

5. There will be no slamming of truck tailgates.

6. Prior to exiting the Subarea all dump trucks will be empty and run through a wheel wash (see attached Night Work Haul Route Map for location) to remove any foreign debris and prevent track out on to public roadways.

7. A water truck will be used as necessary to keep any fugitive dust down during nighttime operations.

8. A 600’ setback for all nighttime activities shall be established from the edge of the wetland buffer. This setback will be flagged with reflective delineators, subject to the city’s Development Engineers approval. No activity (e.g. employees, trucks, equipment) shall be allowed within 600 feet of the edge of the wetland buffer setback during the extended work hours.

9. Prior to the commencement of any nighttime work, a 16-foot high, 550-foot long noise barrier shall be constructed, inspected and subject to city approval, along the west side of the site driveway, extending from the site entrance southward. The noise barrier shall be solid to the ground and constructed of materials having a minimum density of 4 lbs/ sq. ft.

10. The contractor plans to have a minimum of four (4) light plants set up on-site at any given time during the extended work hours for increased visibility. These light plants shall not be facing toward any houses or wetlands around the perimeter of the site. These light plants will be well marked and will have barricades around them for safety. (see attached Night Work Haul Route Map for location which may vary depending on the locations of the fill material being stockpiled).

11. All equipment utilized during the extended work hours shall be equipped with Ecco Part # EAS200, White Noise Backup Alarms.

12. During nighttime operations, equipment will be staged in the middle of the Lakepointe Urban Village Subarea. No equipment associated with nighttime fill unloading activities will be stored around the edges of the project during the extended work hours.

13. The designated contact during the extended hours for any emergencies that might arise at and/or for the public to contact with concerns is:

Michael McNiven - 253-455-3675
Goodfellow Bros.
22035 SE Wax Road Suite 14
Maple Valley, WA 98038

**Decision**

Based on the evaluation above, subject to the terms and conditions provided for in the approved DNR Reclamation Permit dated July 13, 2016, the request for extended work hours is **APPROVED WITH CONDITIONS**, as noted:

1. All of the 13-mitigation measures proposed by the applicant and listed in the preceding Evaluation section shall be adhered to.
2. Turn off trucks and equipment when not in use. Minimize idling of equipment and trucks.
3. All trucks and equipment shall be rigorously maintained in accordance to manufactures’ specifications.
4. All dump truck and equipment operators shall be trained to avoid unnecessarily loud actions in the vicinity of noise sensitive areas (e.g. critical area habitat, and residences).
5. At the entrance to the Subarea off SR 18 and at the 4 dead ends at 189th Ave SE 191st Place SE, 193rd Place, SE Timberlane Blvd., applicant shall visibly post his or her name, address and phone number or the name, address, and phone number of a designated person whom the public can contact during the expanded work hours, to report complaints or violations. The applicant’s designated person must be available during the expanded work hours to answer the phone and if necessary visit the site to address any reported complaints or violations.
6. Written notification shall be provided by the applicant via US Mail to all property owners within 300 feet of any parcel with in the Subarea where fill activity will occur at night. Furthermore, doorknocks shall be placed on all residential structures located within 300 feet of any parcel where fill activity will occur. Notification shall be done at least three days prior to commencement of nighttime work. Notification shall include the name and phone # of the identified contractor contact that can be reached during extended nighttime hours when fill is being imported on-site. The notice should also include information about the future development planned within the Subarea and reason for the nighttime work. Confirmation when this notification has taken place shall be provided to the city.
7. The City shall have the opportunity to review and comment on the form and content of the notifications identified in condition 6 above, prior to distribution. A draft notification shall be provided to the City for review at least 10 working days prior to the start of importing fill at night.
8. The applicant or their identified contractor shall retain a record of any public comment or complaints received during the extended work hours and shall notify the city (attention Nelson Ogren, Development Review Engineer) the next business day if they have received a night-time citizen complaint associated with fill activities. A spread sheet of public complaints including the person’s name and contact information and the nature of the complaint and what if any measure the contractor has or will take to resolve the issue shall be kept for the entirety of the nighttime fill activity and made available to the city upon request.
9. Consistent with CMC 14.60.160 related to fill material:
   - All fill material shall be inspected and approved by the geotechnical engineer prior to the material arriving on site. All imported fill material received from other than a commercial borrow site shall be accompanied by a clean soil questionnaire stating that the material is free of hazardous wastes. Recycled concrete shall not be used. Fill shall be “clean” and free of contaminants pursuant to Chapters 173-204 and 173-340 WAC or fill shall be obtained from a Washington State Department of Ecology approved site. Only earth materials which have no rock or similar irreducible material with a maximum dimension greater than 12 inches shall be used. All on-site materials used as fill on the site shall conform to the specifications identified in the approved soils report.
   - The ground surface shall be prepared during normal working hours to receive fill by removing vegetation and unsuitable soil and material such as concrete rubble, topsoil, tree stumps, and brush. Where slopes receiving fill are steeper than five horizontal to one vertical, the fill material shall be benched into sound bedrock.
   - All fill material shall be compacted during normal working hours to a firm and unyielding condition to a density of 95 percent of maximum density per ASTM D-1557, modified proctor.
10. Noise monitoring reports shall be provided to the City (attention Nelson Ogren, Development Review Engineer) once a week to start. The city reserves the right to request more frequent reports if it is determined that more frequent monitoring is necessary. The applicant shall ensure noise levels are monitored at the property boundaries by a technician using instruments as outlined in CMC 14.60.160(b).

11. All lighting shall be limited to the lowest intensity that allows for the unloading of fill to be carried out in a safe manner. The lights shall be shielded and directed so that illumination affects only the premises of the site and does not result in glare outside of the area where fill is being unloaded or trucks wheels are being washed.

12. All vehicles leaving the site shall comply with RCW 46.61.655 Dropping load, other materials—Covering:

(1) No vehicle shall be driven or moved on any public highway unless such vehicle is so constructed or loaded as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping therefrom, except that sand may be dropped for the purpose of securing traction.

(2) No person may operate on any public highway any vehicle with any load unless the load and such covering as required thereon by subsection (3) of this section is securely fastened to prevent the covering or load from becoming loose, detached, or in any manner a hazard to other users of the highway.

(3) Any vehicle operating on a paved public highway with a load of dirt, sand, or gravel susceptible to being dropped, spilled, leaked, or otherwise escaping therefrom shall be covered so as to prevent spillage. Covering of such loads is not required if six inches of freeboard is maintained within the bed.

(4)(a) Any person operating a vehicle from which any glass or objects have fallen or escaped, which would constitute an obstruction or injure a vehicle or otherwise endanger travel upon such public highway shall immediately cause the public highway to be cleaned of all such glass or objects and shall pay any costs therefor.

(b) Any vehicle with deposits of mud, rocks, or other debris on the vehicle's body, fenders, frame, undercarriage, wheels, or tires shall be cleaned of such material before the operation of the vehicle on a paved public highway.

(5) The state patrol may make necessary rules to carry into effect the provisions of this section, applying such provisions to specific conditions and loads and prescribing means, methods, and practices to effectuate such provisions.

(6) Nothing in this section may be construed to prohibit a public maintenance vehicle from dropping sand on a highway to enhance traction, or sprinkling water or other substances to clean or maintain a highway.

(7)(a)(i) A person is guilty of failure to secure a load in the first degree if he or she, with criminal negligence, fails to secure a load or part of a load to his or her vehicle in compliance with subsection (1), (2), or (3) of this section and causes substantial bodily harm to another.

(ii) Failure to secure a load in the first degree is a gross misdemeanor.

(b)(i) A person is guilty of failure to secure a load in the second degree if he or she, with criminal negligence, fails to secure a load or part of a load to his or her vehicle in compliance with subsection (1) or (2) of this section and causes damage to property of another.
(ii) Failure to secure a load in the second degree is a misdemeanor.

(c) A person who fails to secure a load or part of a load to his or her vehicle in compliance with subsection (1), (2), or (3) of this section is guilty of an infraction if such failure does not amount to a violation of (a) or (b) of this subsection.

13. In addition to the use of water trucks on-site to mitigate dust from the unloading activities, all required permits from the Puget Sound Clean Air Agency shall be obtained and complied with. A copy of any approved permit shall be provided to the city (attention Nelson Ogren, Development Review Engineer).

14. In the event of an on-site spill, the contractor shall provide notification to the Washington State Department of Ecology, the City of Covington, and City of Kent, identifying that the spill is located on an aquifer protection area.

15. A copy of this waiver approving extended work hours for importing fill shall be kept on the project site at all times.

This evaluation was the result of staff review and approval of extended work hours is good through December 31, 2021. If the accuracy of the information submitted and/or approval conditions are not complied with, then the waiver to the Noise Control to allow extended work hours may be voided. Additional submittal, review, and fee may be required for reinstatement.

Signature: ___________________________ Date: 6/11/19

Regan Bolli, City Manager
City of Covington

City Staff Contact:

Nelson Ogren, PE
Development Review Engineer
253-480-2443(Direct)
206-571-9707(Cell)
nogren@covingtonwa.gov

Attachments:
1) Night Work Haul Route Map
2) Revised Reclamation Noise Study, Feb. 7, 2019
3) SEPA Notice of Adoption and Addendum SEPA19-05
4) Request to City Manager for Extended Work Hours
CONSENT AGENDA ITEM C-1
Covington City Council Meeting
Date: February 25, 2020

SUBJECT: APPROVAL OF MINUTES: JANUARY 27, 2020 CITY COUNCIL SPECIAL MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

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

Councilmember _________ moves, Councilmember __________ seconds, to approve the January 27, 2020 City Council Special Meeting Minutes.
City of Covington
Special City Council Meeting Minutes
Monday, January 27, 2020

The Special Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Monday, January 27, 2020, at 7:03 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Sean Smith, Joe Cimaomo, Jennifer Harjehausen, Fran Hollums, Jared Koukal, and Kristina Soltys.

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Don Vondran, Public Works Director; Gina Estep, Community Development Director; Casey Parker, Finance Director; Mark Orthmann, City Attorney; and Sharon Scott, Executive Assistant/City Clerk.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as amended to move Consent Item C-5 to New Business Item 2.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

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

APPROVE CONSENT AGENDA:
C-1. Vouchers:  Vouchers #40148 - #40216, including ACH payments in the amount of $1,233,401.04, dated January 3, 2020; and Paylocity Payroll Vouchers #1011649999 - #1011650006 inclusive, plus employee direct deposits and wire transfers, in the amount of $215,674.43, dated January 10, 2020.

C-2. Pass Resolution Declaring One Vehicle as Surplus and Authorizing the Purchase of Replacement Vehicle.

RESOLUTION NO. 2020-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DECLARING ONE VEHICLE AS SURPLUS PROPERTY AND AUTHORIZING PURCHASE OF A REPLACEMENT VEHICLE.

C-3. Authorize City Manager to Purchase a John Deere Tractor with Side Arm Mower Attachment.
C-4. Pass Resolution Authorizing City Manager to Execute and Addendum to Interlocal Agreement with Soos Creek Water & Sewer District for SE 256th Street Culvert Replacement and Widening Project (CP 1145).

RESOLUTION NO. 2020-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF COVINGTON AND SOOS CREEK WATER AND SEWER DISTRICT REGARDING THE SE 256TH STREET CULVERT REPLACEMENT AND WIDENING PROJECT.

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:
Economic Development Council – No report.
Parks & Recreation Commission – No report.
Planning Commission – Chair David Caudle gave the report.
Youth Council – No report.
Human Services Commission – Member Debbie Jacobson gave the report.
Arts Commission – Chair Marita Ledesma gave the report.

NEW BUSINESS:
1. Consider Appointments Parks & Recreation Commission.

Council Action: Councilmember Harjehausen moved and Councilmember Hollums seconded to appoint Steve Pand to fill Position No. 2 on the Parks & Recreation Commission with a term expiring January 31, 2023. Vote: 7-0. Motion carried.

2. (formerly C-5) Pass Resolution Authorizing City Manager to Execute Commercial and Investment Real Estate Purchase and Sale Agreement for Plourd Property.

City Manager Regan Bolli gave the staff report on this item.

RESOLUTION NO. 2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF THE PLOURD PROPERTY
Council Action: Councilmember Hollums moved and Councilmember Koukal seconded to pass Resolution No. 2020-03, in substantial form as that provided in the agenda packet, to authorize the City Manager to execute a Commercial and Investment Real Estate Purchase and Sale Agreement to purchase the Plourd Property. Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future agenda items.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 7:57 p.m.

Prepared by: Submitted by:
___________________________________________________________________________
Joan Michaud Sharon Scott
Senior Deputy City Clerk City Clerk
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers: ACH payments in the amount of $195.81, dated January 31, 2020; Vouchers #40350 - #40430, including ACH payments in the amount of $542,380.81, dated February 14, 2020; and Paylocity Payroll Vouchers #1011791810 - #1011791826 and #1011791830 inclusive, plus employee direct deposits and wire transfers, in the amount of $241,711.96, dated February 7, 2020.

PREPARED BY: Casey Parker, Finance Director

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

Councilmember __________ moves, Councilmember ____________ seconds, to approve for payment Vouchers: ACH payments in the amount of $195.81, dated January 31, 2020; Vouchers #40350 - #40430, including ACH payments in the amount of $542,380.81, dated February 14, 2020; and Paylocity Payroll Vouchers #1011791810 - #1011791826 and #1011791830 inclusive, plus employee direct deposits and wire transfers, in the amount of $241,711.96, dated February 7, 2020.
SUBJECT: AUTHORIZE THE CITY MANAGER TO APPROVE RELOCATION ASSISTANCE ASSOCIATED WITH THE ACQUISITION OF PARCELS 362205-9098 AND 362205-9035 FOR FUTURE USE AS A PUBLIC PARK (CIP 1019).

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S): None

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:
The City is completing the acquisition of parcels 362205-9098 and 362205-9035 for a future park. For the purpose of acquiring this property, the council approved a resolution authorizing a Washington Wildlife and Recreation Program (WWRP) grant application in 2016, approved the awarded WWRP grant contract in 2018, approved additional funds as part of the city 2020 budget, and has authorized purchase and sale agreements for both of these properties in the last six months.

Because these properties include homes with tenants, relocation assistance must be provided per state and federal regulations. The City has contracted with DCI Engineers to provide relocation assistance services. DCI Engineers has provided an estimate of tenant eligibility and costs to provide relocation assistance. The relocation assistance estimates were completed in accordance with the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (49 CFR Part 24) per Washington Recreation and Conservation Office (RCO) grant funding requirements.

The following is a summary of anticipated relocation assistance costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Reestablishment</th>
<th>Move Costs</th>
<th>Rent Supplements</th>
</tr>
</thead>
<tbody>
<tr>
<td>-9098 Business</td>
<td>$40,000 (includes moving costs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-9098 Tenant A</td>
<td>$2,000</td>
<td>$46,326</td>
<td></td>
</tr>
<tr>
<td>-9098 Tenant B</td>
<td>$1,200</td>
<td>$82,950</td>
<td></td>
</tr>
<tr>
<td>-9035 Tenant A</td>
<td>$2,000</td>
<td>$42,126</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$40,000</td>
<td>$5,200</td>
<td>$171,402</td>
</tr>
<tr>
<td>GRAND TOTAL:</td>
<td></td>
<td></td>
<td>$216,602</td>
</tr>
</tbody>
</table>
FISCAL IMPACT:
Currently, the total funds approved for this project are $1,589,029. The total cost to purchase the properties is $1,280,201. Assorted professional services and limited land improvement costs are budgeted to be $269,400. With the relocation assistance costs estimated to be $216,602, the total estimated cost for the project is $1,694,203. An additional $105,174 to the currently approved funds is projected to be needed to complete this project. If the actual costs exceed the approved funds for this project as projected, it will require use of the City’s available King County parks levy funds and/or park impact fee funds through a future budget amendment.

Currently approved funding for this acquisition and related land improvements is available from multiple sources, including a WWRP grant, a King County Conservation Futures Tax (CFT) grant and city funds received from the King County Parks Levy.

The City is also in the process of requesting additional CFT funds from King County towards this project, but it is unknown at this time if these additional CFT funds will be awarded. If they do, the CFT funds will offset City funds allocated towards this project.

The following is a financial summary of the acquisition project:

<table>
<thead>
<tr>
<th>Funding (approved):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>WWRP</td>
<td>$ 592,362</td>
</tr>
<tr>
<td>CFT</td>
<td>643,979</td>
</tr>
<tr>
<td>City - King County Parks Levy</td>
<td>65,455</td>
</tr>
<tr>
<td>City - REET</td>
<td>250,000</td>
</tr>
<tr>
<td>City - General Fund</td>
<td>37,233</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,589,029</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Property purchasing costs</td>
<td>$ 1,208,201</td>
</tr>
<tr>
<td>Professional services and land improvements (estimate)</td>
<td>269,400</td>
</tr>
<tr>
<td>Relocation assistance (estimate)</td>
<td>216,602</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,694,203</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funds available, if needed:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City – King County Parks Levy</td>
<td>$ 177,174</td>
</tr>
<tr>
<td>Park Impact Fee Funds</td>
<td>187,641</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 364,815</td>
</tr>
</tbody>
</table>
CITY COUNCIL ACTION: Ordinance Resolution X Motion Other

Council member __________ moves, Council member _________________ seconds, to authorize the City Manager to approve relocation assistance expenditures up to a total amount of $216,602 associated with the acquisition of parcels 362205-9098 and 362205-9035 for the future use as a public park (CIP 1019).

REVIEWED BY: Finance Director, City Attorney, City Manager
SUBJECT: APPOINTMENT TO OPENING ON THE PARKS & RECREATION COMMISSION

RECOMMENDED BY: Ethan Newton, Parks & Recreation Director

ATTACHMENTS: See Interview Schedule and application provided separately

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
The City received one application for consideration of two openings on the Parks & Recreation Commission. The Council interviewed the applicant on February 25, 2020. This application has requested to be considered for Position No. 6 which has a remaining term expiring on January 31, 2021.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Pearson</td>
<td>Covington</td>
</tr>
</tbody>
</table>

The Parks and Recreation Commission shall consist of seven members appointed by the City Council, two of which may be youth members who must be between the ages of 14 and 18 years at the start of their term. Up to two of the members may reside outside the city, but those outside must reside within a three-mile radius of the city limits. The remaining five members must reside or work within the city limits.

Each position shall have a term of office for three years; provided, however, any member designated as a youth member shall serve only for one year. If a youth member is appointed, the Council shall fill the position for the remaining years, if any, at the end of the youth term. Terms shall commence on February 1st and expire on January 31st of the respective years. When a vacancy occurs, the replacement shall be for the remainder of the unexpired term.

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

CITY COUNCIL ACTION:  ______ Ordinance ______ Resolution ________ Motions _______ Other

Councilmember _____________ moves, Councilmember _____________ seconds, to appoint _____________ to fill Position No. 6 on the Parks & Recreation Commission with a term expiring January 31, 2021.

REVIEWED BY: City Manager, Parks & Recreation Director
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A PUBLIC WORKS AGREEMENT WITH ATWORK! COMMERCIAL ENTERPRISE LLC FOR LANDSCAPE INSTALLATION IN THE MEDIAN ON 192ND AVENUE SE.

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S):
1. Public Works Agreement with Atwork! Commercial Enterprise LLC

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works

EXPLANATION:
The Public Works Department staff sent out an invitation to bid to all landscape contractors listed on the Municipal Research and Services Center (MRSC) Roster. Twenty (20) contractors requested the bid specifications packet and staff received bids from twelve (12) companies as shown below.

### Landscape Installation Bid Proposals

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Proposal Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atwork! Commercial Enterprise LLC</td>
<td>$50,754.21</td>
</tr>
<tr>
<td>Brightview Landscapes, LLC</td>
<td>$68,103.06</td>
</tr>
<tr>
<td>Buckley Nursery Company</td>
<td>$54,174.57</td>
</tr>
<tr>
<td>Cornerstone Construction and Landscapes</td>
<td>L &amp; I Training not completed</td>
</tr>
<tr>
<td>CW Concrete LLC</td>
<td>$74,123.84</td>
</tr>
<tr>
<td>Daramola, Inc.</td>
<td>$63,422.40</td>
</tr>
<tr>
<td>Judha of Lion Landscaping and Services LLC</td>
<td>$57,093.19</td>
</tr>
<tr>
<td>Mow Towne Landscaping Inc.</td>
<td>$76,105.20</td>
</tr>
<tr>
<td>Skyline Landscape LLC</td>
<td>$72,153.84</td>
</tr>
<tr>
<td>Transblue LLC</td>
<td>$101,948.30</td>
</tr>
<tr>
<td>Veth’s Landscaping Services</td>
<td>L &amp; I Training not completed</td>
</tr>
<tr>
<td>Westgro Corporation</td>
<td>$60,288.10</td>
</tr>
</tbody>
</table>

Staff requests the City Council to award the Public Works Agreement for Landscape Installation in the median on 192nd Avenue SE to the lowest, most qualified bidder, Atwork! Commercial Enterprise LLC, for an amount not to exceed $50,754.21.

FISCAL IMPACT:
The city currently has $30,000 allocated for this landscaping project. If approved, the additional funds ($20,754.21) will need to be allocated by City Council from reserve funds (e.g. Town Center Reserve, Aquatic Center Reserve, Park Reserve).
CITY COUNCIL ACTION: _____ Ordinance _____ Resolutions _____ Motion _____ Other

Councilmember __________ moves, Councilmember ______________ seconds, to authorize the City Manager to execute a Public Works Agreement with Atwork! Commercial Enterprise LLC for landscape installation in the median on 192nd Avenue SE, in substantial form as that presented and the additional funding being allocated from ____________.

REVIEWED BY: City Manager, City Attorney, Finance Director
THIS AGREEMENT is made between the City of Covington ("City"), a Washington municipal corporation, and Atwork! Commercial Enterprise LLC ("Contractor"), a limited liability company.

I. DESCRIPTION OF WORK. Contractor shall perform the following services for the City: Landscape installation in the median on 192nd Avenue SE, referred to in this Agreement as “Work” or “Contract Work,” and as further described in the attached Exhibit A. Contractor will perform the services furnished under this Agreement in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TERM OF AGREEMENT. The parties agree that work will begin on the tasks described in Section I above upon the effective date of this Agreement, and Contractor shall complete the work described in Section I by May 31, 2020.

III. COMPENSATION. The City shall pay Contractor a total amount not to exceed $50,754.21, including any applicable Washington State Sales Tax, for the Work described in this Agreement. The City will pay for the portion of the Work described in an invoice that has been completed by the Contractor and approved by the City. The City’s payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the project.

A. Payment and Performance Bond. Pursuant to RCW Chapter 39.08, the Contractor shall provide the City a payment and performance bond for the full contract amount.

B. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue, the State Department of Labor & Industries, and the State Employment Security Department, and until settlement of any liens filed under RCW Chapter 60.28, whichever is later. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor’s signature on the Agreement. The Contractor may elect to provide a retainage bond in lieu of the City withholding retainage pursuant to RCW 60.28.011.

C. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation, work or materials that do not conform to the requirements of this Agreement or extra work or materials furnished without the City’s written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the Work, the City may complete the Work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. “Additional Costs” shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Compensation specified in Section III. The City further reserves its right to deduct the cost to complete the Contract Work, including any Additional Costs, from any and all amounts due to the Contractor.

D. Final Payment: Waiver of Claims. THE CONTRACTOR’S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF
IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with RCW Chapter 51.08, the parties make the following representations:

A. The Contractor controls and directs the performance and details of its work, the City being interested only in the results obtained under this Agreement.

B. The Contractor maintains and pays for its own place of business from which Contractor’s services under this Agreement will be performed.

C. The Contractor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Contractor’s services, or the Contractor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Contractor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

E. The Contractor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Contractor’s business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

F. The Contractor has a valid contractor registration pursuant to Ch. 18.27 RCW or an electrical contractor license pursuant to Ch. 19.28 RCW.

G. The Contractor maintains a set of books dedicated to the expenses and earnings of its business.

V. TERMINATION. The City may terminate this Agreement for good cause. “Good cause” shall include, without limitation, any one or more of the following events:

A. The Contractor’s refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract Work.

B. The Contractor’s failure to complete the Work within the time specified in this Agreement.

C. The Contractor’s failure to make full and prompt payment to subcontractors or for material or labor.

D. The Contractor’s persistent disregard of federal, state, or local laws, rules, or regulations.

E. The Contractor’s filing for bankruptcy or becoming adjudged bankrupt.

F. The Contractor’s breach of any portion of this Agreement.
If the City terminates this Agreement for good cause, the Contractor shall not receive any further money due under this Agreement until the Contract Work is completed. After termination, the City may take possession of all records and data within the Contractor’s possession pertaining to this project, which may be used by the City without restriction.

VI. PREVAILING WAGES. Contractor shall file a “Statement of Intent to Pay Prevailing Wages,” with the State of Washington Department of Labor & Industries prior to commencing the Contract Work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with RCW Chapter 39.12, as well as any other applicable prevailing wage rate provisions. Contractor shall file an “Affidavit of Wages Paid.” The applicable prevailing wage rates issued by the Department of Labor & Industries may be found at the following website address: https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx

VII. CHANGES. The City may issue a written change order for any change in the Contract Work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Agreement, Section XV(C), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines in its sole discretion that the change increases or decreases the Contractor’s costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Contract Work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work either covered or affected by the change.

VIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsection A, items 1 through 5 below.
FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment in the City's sole discretion. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials, and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. Contractor warrants that it will faithfully and satisfactorily perform all Work provided under this Agreement in accordance with the provisions of this Agreement. The Contractor shall promptly correct all defects in workmanship and materials: (1) when Contractor knows or should have known of the defect, or (2) upon Contractor's receipt of notification from the City of the existence or discovery of the defect. In the event any parts are repaired or replaced, only original replacement parts shall be used; rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for an additional year beyond the original warranty period applicable to the overall work. The Contractor shall begin to correct any
defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In completing the Contract Work and all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Contractor and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with 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, and 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 may result in ineligibility for further City agreements.

XII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's duty to defend, indemnify, and hold the City harmless, and Contractor's liability accruing from that obligation shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event Contractor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Contractor's part, then Contractor shall pay all the City's costs for defense, including all reasonable expert witness fees and attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Contractor's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

XIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as follows:

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

B. **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.

C. **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.

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

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

**XIV. WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Contract Work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Work.

**XV. MISCELLANEOUS PROVISIONS.**

A. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to
settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorneys’ fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Any written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its written consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Public Records Act. The Contractor acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56, and documents, notes, emails, and other records prepared or gathered by the Contractor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Contractor agrees to cooperate fully with the City in satisfying the City’s duties and obligations under the Public Records Act.

I. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.

J. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together
constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

CONTRACTOR:

By: ____________________________  
(signature)

Print Name: ____________________________  

Its: ____________________________  
(title)

DATE: ____________________________

CITY OF COVINGTON:

By: ____________________________  
(signature)

Print Name: Regan Bolli  

Its: City Manager

DATE: ____________________________

NOTICES TO BE SENT TO:

CONTRACTOR:

John Song  
Atwork! Commercial Enterprise LLC  
1935 152nd Place NE  
Bellevue, WA 98007  
(206) 434-6623 (telephone)  
(425) 274-4060 (facsimile)  
johns1@atworkwa.org

CITY OF COVINGTON:

Jesse Dalton  
City of Covington  
16720 SE 271st Street, Suite 100  
Covington, WA 98042  
(253) 480-2400 (telephone)  
(253) 480-2401 (facsimile)  
jdalton@covingtonwa.gov
DESCRIPTION OF WORK

The contractor shall provide and install top soil, plants and trees according to the landscaping designs included in this scope of work. The locations are the four medians along 192nd Ave SE that run between SE 272nd St and 194th Ave SE.

Top soil shall be a 3-way mix of sandy loam, compost, and sand. It shall be applied evenly over all four medians to a depth of 4 inches.

There is no irrigation in these medians. Trees shall be installed/staked per the included design standard plan (EXHIBIT C). Plants shall be installed so that they won’t get buried by the 3 inches of mulch that will be placed per this contract after planting. Also, plants shall not be planted when the ground is frozen.

Mulch shall be a 50% compost/50% medium bark mix. It shall be applied evenly over all four medians to a depth of 3 inches.

This work is subject to prevailing wage requirements. The Contractor is required to file ‘intent to pay’ as well as the ‘affidavit of wages paid’ with the Department of Labor and Industries. Payment will not be released until intent and affidavit are verified by the city.

All traffic control shall be the responsibility of the contractor and be approved prior to installation by the city. Traffic control shall meet MUTCD requirements.

The unit contract price, per each, shall be full pay for all materials, labor, tools, equipment, and supplies necessary for installation of each plant or tree.
**LEGEND**

<table>
<thead>
<tr>
<th>SPECIES</th>
<th>EST. COUNT</th>
<th>SPACING</th>
</tr>
</thead>
<tbody>
<tr>
<td>KASHIA TREE</td>
<td>7</td>
<td>50' O.C.</td>
</tr>
<tr>
<td>WALKER RUSSE GRASS</td>
<td>107</td>
<td>36' O.C.</td>
</tr>
<tr>
<td>SCLARIA AUTUMNALS</td>
<td>160</td>
<td>36' O.C.</td>
</tr>
<tr>
<td>GRASSA LAVENDER</td>
<td>180</td>
<td>36' O.C.</td>
</tr>
<tr>
<td>BLUE SPEAR LAVENDER</td>
<td>55</td>
<td>24' O.C.</td>
</tr>
</tbody>
</table>

**PLANTING PATTERN**
STREET TREES SHALL HAVE 2” MINIMUM CALIBER AT 6” ABOVE ROOT COLLAR

GRADE AT WHICH TREE GREW IN NURSERY

2” FERTILE MULCH KEEP 6” AWAY FROM TRUNK

SCARIFY SIDES OF PLANTING PIT

REMOVE ALL BURLAP, TWINE & WIRE FROM TOP 1/2 OF ROOTBALL AFTER TREE IS SET IN POSITION

EXCAVATE TOP 12” OF NATIVE SOIL OVER 25 SQ. FT. (MIN) AREA CENTERED ON TREE TRUNK. BACKFILL PLANTING PIT WITH EXCAVATED NATIVE SOIL. INCORPORATE 25% COMPOST AMENDMENT IN FAST-DRAINING OR ORGANIC-DEFICIENT SOIL.

#5 "CHANLOCK" NYLON TREE TIES ADJUST HEIGHT AS DIRECTED. POSITION TIE WITH 1/2” CLEAR ON ALL SIDES OF TRUNK. STAPLE TIES TO STAKES TO HOLD TREE VERTICALLY.

2” DIA. FIR STAKES

1/2 DIA. ROOTBALL

WATERING TUBES (2 PER TREE)

9” DEPTH EXCAVATED MATERIAL RECOMPACTED TO PREVENT SETTLING

NOTES:
1. STAKING REQUIRED FOR 5’-0” TALL AND TALLER TREES ONLY. ALTERNATE STAKING METHODS, SUCH AS ROOTBALL STAKING, MAY BE ACCEPTABLE WITH THE APPROVAL OF THE CITY ENGINEER.

2. WATERING TUBES MAY BE ELIMINATED IF ALTERNATE WATERING METHOD IS PROPOSED FOR 1ST GROWING SEASON AFTER PLANTING AND UPON APPROVAL BY THE CITY ENGINEER.

3. A TREE PIT DRAINAGE TEST SHALL BE PERFORMED IN THE PRESENCE OF THE CITY INSPECTOR PRIOR TO PLANTING.
DISCUSSION OF
FUTURE AGENDA ITEMS:

6:00 p.m., Wednesday, March 4, 2020 Special Meeting
Joint Meeting with Kent School District Board

6:40 p.m., Tuesday, March 10, 2020 Special Meeting
Human Services Commission Interview

7:00 p.m., Tuesday, March 10, 2020 Regular Meeting

(Draft Agendas Attached)
Covington City Council and Kent School District Board Joint Meeting

Wednesday, March 4, 2020, 6:30 p.m.
City of Covington
16720 SE 271st Street
Covington, WA 98042

CITY OF COVINGTON
Jeff Wagner, Mayor
Sean Smith, Mayor Pro Tem
Joseph Cimaomo, Jr.
Fran Hollums
Jared Koukal
Jennifer Harjehausen
Kristina Soltys

KENT SCHOOL DISTRICT
Leslie Hamada, President
Denise Daniels, Vice President
Maya Vengadasalam, Legislative Representative
Michele Bettinger, Director
Leah Bowen, Director

Agenda

6:00 PM: POTLUCK, bring a dish to share

6:30 PM: CALL MEETING TO ORDER, Mayor Wagner

PLEDGE OF ALLEGIANCE/INTRODUCTIONS, Mayor Wagner

DISCUSSION TOPICS

1. City and District Updates, 10 minutes, Regan Bolli and Calvin Watts
2. Bullying. What are procedures and consequences.
3. Lockdown procedures and how it is communicated to staff and visitors.
4. Student drop off and pick up procedures to address safety.

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).
CALL CITY COUNCIL REGULAR MEETING TO ORDER – approximately 7:00 p.m.

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT - NONE

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.

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA
C-1. Minutes: January 25, 2020 Summit Summary and February 11, 2020 Special & Regular Meetings (Scott)
C-2. Vouchers (Parker)

NEW BUSINESS
1. Consider Authorizing City Manager to Execute Contract with ALSC Architects for the Aquatic/Recreation Center Feasibility Study and Preconstruction Design Services (Newton)
2. Introduction and Kickoff of the Aquatic/Recreation Center Feasibility Study Scope (Presentation by ALSC Architects; no more than 10 minutes with 5 minutes for questions)
3. Review 2020 Summit Action Items List (Bolli)
4. Approve City Manager Merit Goals for 2020 (Bolli)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).