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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Covington Chamber of Commerce Quarterly Update

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: May 28, 2019 Special & Regular Meetings; May 29, 2019 Special Meeting; and June 11, 2019 Special Meeting (Scott)

C-2. Vouchers (Parker)

C-3. Enter into Interlocal Agreement with Cities of Snoqualmie and Maple Valley for Interstate 90 Westbound Onramp Improvement Project (Bolli)

C-4. Authorize City Manager to Execute Right of First Refusal Agreement for Parcel #3022069052 Adjacent to Jenkins Creek Park (Newton)

C-5. Authorize City Manager to Amend Agreement with Berk for Preparation of Lakepointe Urban Village Subarea Supplemental Environmental Impact Statement (Estep)

C-6. Authorize City Manager to Execute and Submit Local Agency Agreement and Prospectus to Washington State Department of Transportation for SR 516 – 185th to 192nd Avenue SE Improvements Project (CIP 1128) (Vondran)

REPORTS OF COMMISSIONS

- Economic Development Council
- Parks & Recreation Commission
- Planning Commission
- Youth Council
- Human Services Commission
- Arts Commission
NEW BUSINESS

1. Consider Appointments to Youth Council (City Council)
2. Consider Awarding Construction Contract for 164th Avenue SE Pedestrian Improvements Project (CIP 1086) to the Lowest Responsive Bidder and Authorize City Manager to Execute Task Order with Gray & Osborne for Construction Management Services (Vondran)
3. Consider Resolution Amending City’s Retirement Program Vesting Schedule (Beaufreere)
4. Discuss Selection of Citizen and Honorary Citizen of the Year (Slate)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT See guidelines above in first public comment section

EXECUTIVE SESSION

- To Discuss the Acquisition of Real Estate Pursuant to RCW 42.30.110(1)(b)

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).
SUBJECT: APPROVAL OF MINUTES: MAY 28, 2019 CITY COUNCIL SPECIAL MEETING - ARTS COMMISSION INTERVIEWS AND MAY 28, 2019 REGULAR MEETING MINUTES; MAY 29, 2019 CITY COUNCIL SPECIAL MEETING – BLACK DIAMOND/COVINGTON/MAPLE VALLEY JOINT MEETING MINUTES; AND JUNE 11, 2019 CITY COUNCIL SPECIAL MEETING – YOUTH COUNCIL INTERVIEWS

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember __________ moves, Councilmember __________ seconds, to approve the May 28, 2019 City Council Special Meeting – Arts Commission Interviews and May 28, 2019 Regular Meeting Minutes; May 29, 2019 City Council Special Meeting – Black Diamond/Covington/Maple Valley Joint Meeting Minutes; and June 11, 2019 City Council Special Meeting – Youth Council Interviews.

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City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, May 28, 2019

INTERVIEWS: The Council conducted interviews for the Arts Commission from 5:20 to 7:00 p.m. Applicants interviewed: Balneet Sraon, Marita Ledesma, Heather Ernst, Marrina Vaessen, and Lilianna Fernandez.

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, May 28, 2019, at 7:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo (arrived @ 7:42 p.m.), Jennifer Harjehausen, Margaret Harto (via telephone), Fran Hollums, Marlla Mhoon, and Sean Smith.

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Casey Parker, Finance Director; Kathy Hardy, City Attorney; Pat Patterson, Recreation & Cultural Arts Manager; Shellie Bates, Public Works Programs Supervisor; Bob Lindskov, City Engineer; and Joan Michaud, Sr. Deputy City Clerk.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as presented.

PUBLIC COMMUNICATION:
• Trevor Justin, Gordon Thomas Honeywell, gave a PowerPoint presentation on the End of Session.
• Council recognized Retiring Covington Master Police Officer Kyle Riches.

Council recessed from 7:22 to 7:42 p.m. for a brief reception to honor retiring Master Police Officer Kyle Riches.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Jonathan Ingram, Covington resident, reminded Council of the pet food drive on Saturday, June 1, from 12 noon to 5:00 p.m. at the Covington Safeway.

There being no further comments, Mayor Wagner closed the public comment period.
APPROVE CONSENT AGENDA:
C-1. Minutes: City Council May 14, 2019 Special Meeting – Joint Study Session with Green River College Representatives Minutes and City Council May 14, 2019 Regular Meeting Minutes.

C-2. Vouchers: Vouchers #39070- #39127, including ACH payments in the amount of $450,546.55, dated May 10, 2019; and Paylocity Payroll Vouchers #1010414755 - #1010414765 inclusive, plus employee direct deposits and wire transfers, in the amount of $226,510.62, dated May 17, 2019.


C-4. Authorize Awarding the Construction Contract for the Lake at Winterwood Drainage Ditch Repair and Shoulder Regarding Project to Iron Creek Construction LLC.

C-5. Resolution Adopting Six-Year 2020-2025 Transportation Improvement Program (TIP).

RESOLUTION NO. 2019-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE 2020-2025 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM.

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:
Economic Development Council – Co-Chair Jared Koukal gave the report.
Parks & Recreation Commission – Chair Laura Morrissey gave the report.
Planning Commission – Vice Chair Beth Porter gave the report.
Youth Council – No report.
Human Services Commission – No report.
Arts Commission – Chair Ed White gave the report.

NEW BUSINESS:
1. Consider Appointment to Arts Commission.

Councilmember Cimaomo recused himself from this item and left the Council Chambers.

Council Action: Councilmember Hollums moved and Councilmember Harjehausen seconded to appoint Marita Ledesma to fill Adult Position No. 1 on the Arts Commission with a term expiring May 31, 2022. Vote: 6-0. Motion carried.
Council Action: Councilmember Harjehausen moved and Mayor Pro Tem Smith seconded to appoint Marrina Vaessen to fill Adult Position No. 2 on the Arts Commission with a term expiring May 31, 2022. Vote: 6-0. Motion carried.

Council Action: Councilmember Mhoon moved and Councilmember Hollums seconded to appoint Balneet Sraon to fill Youth Position No. 3 on the Arts Commission with a term expiring May 31, 2020. Vote: 6-0. Motion carried.

Council Action: Mayor Pro Tem Smith moved and Councilmember Mhoon seconded to appoint Lilianna Fernandez to fill Youth Position No. 4 on the Arts Commission with a term expiring May 31, 2020. Vote: 6-0. Motion carried.

Councilmember Cimaomo rejoined the meeting.

2. Consider Republic Services Request for a Recycle Processing Charge and Cedar Grove Tipping Fee.

Mayor Wager recused himself from this item, turned the meeting over to Mayor Pro Tem Smith, and left the Council Chambers.

Jim Hutchinson, Director of Municipal Sales, Republic Services, gave the staff report on this item including a PowerPoint presentation.

Councilmembers asked questions, and Mr. Hutchinson, Mr. Vondran, and Ms. Hardy provided responses.

Council Action: Councilmember Mhoon moved and Councilmember Harjehausen seconded to direct staff to enter into contract discussions with Republic Services as to the provisions included in the agenda packet and any other provisions staff recommends. Vote: 5-1 (Voting yes: Harjehausen, Harto, Hollums, Mhoon, and Smith; voting no: Cimaomo). Motion carried.

Mayor Wagner rejoined the meeting, and Mayor Pro Tem Smith turned the meeting back over to him.

3. Selection of Signature Art Piece for Covington Community Park.

Recreation & Cultural Arts Manager Pat Patterson gave the staff report on this item.

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

Council Action: Councilmember Harto moved and Councilmember Mhoon seconded to approve the selection of “Metamorphosis” by Abe Singer as recommended by the Arts Commission for installation at Covington Community Park. Vote: 7-0.

Finance Director Casey Parker gave the staff report on this item.

**FUTURE AGENDA ITEMS:**
Councilmembers reviewed future agenda items.

**COUNCIL/STAFF COMMENTS:**
Councilmembers and staff made comments.

**PUBLIC COMMENT:**
Mayor Wagner called for public comments.

**Mary Pritchard, Covington resident**, shared that she loved the art selection for Covington Community Park and suggested murals on walls of businesses. Ms. Pritchard also thanked Ed White for his service on the Arts Commission and thanked Police Officer Kyle Riches for his years of service.

**Ed White, Covington resident**, thanked Council for the art selection and spoke regarding solid waste and recycling.

Council Action: Mayor Pro Tem Smith moved and Councilmember Cimaomo seconded to extend the meeting for five minutes. Vote: 7-0. Motion carried.

**Beth Porter, Covington resident**, spoke on her approval of the art selection.

**Leroy Stevenson, Covington resident**, spoke regarding the paving on SR 516.

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

**ADJOURNMENT:**
There being no further business, the meeting was adjourned at 10:04 p.m.

Prepared by: Submitted by:

__________________________________   _______________________________________
Joan Michaud                      Sharon Scott
Senior Deputy City Clerk              City Clerk
City of Black Diamond/City of Covington/City of Maple Valley
Special Meeting – Joint City Council Meeting Minutes
Wednesday, May 29, 2019

CALL TO ORDER/PLEDGE OF ALLEGIANCE:
Maple Valley Mayor Sean Kelly called the Special Meeting – Joint City Council Meeting to order on Wednesday, May 29, 2019, at 7:00 p.m. in the City of Covington Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, and Wes King led the Pledge of Allegiance.

BLACK DIAMOND COUNCILMEMBERS PRESENT:
Mayor Carol Benson, Mayor Pro Tem Tamie Deady, Councilmember Janie Edelman, Councilmember Melissa Oglesbee, Councilmember Erin Stout, and Councilmember Chris Wisnoski.

COVINGTON COUNCILMEMBERS PRESENT:
Mayor Jeff Wagner, Councilmember Marlla Mhoon, Councilmember Margaret Harto, Councilmember Joseph Cimaomo, Jr., Councilmember Fran Hollums, and Councilmember Jennifer Harjehausen.

COVINGTON COUNCILMEMBERS ABSENT:
Mayor Pro Tem Sean Smith.

MAPLE VALLEY COUNCILMEMBERS PRESENT:
Mayor Sean P. Kelly, Deputy Mayor Dana Parnello, Councilmember Linda Olson, Councilmember Les Burberry, Councilmember Erin Weaver, Councilmember Syd Dawson, and Councilmember Linda Johnson.

Mayors, councilmembers, and city managers took turns around the table introducing themselves.

OPENING REMARKS:
Maple Valley Mayor Sean P. Kelly welcomed all attendees.

ITEMS FOR JOINT COUNCIL DISCUSSION:
1. King County Council Update.

Councilmember Reagan Dunn gave an update on the State of the County including the passage of the County budget, homelessness, Metro Transit projects and plans, park funding and projects, and Solid Waste Comprehensive Plan.

PRESENTATION ON VETERANS SERVICES IN SOUTHEAST KING COUNTY:
Former Army SSG King discussed his experience coming back after being through numerous combat deployments, having difficulty with mental health, and find services to assist him. Mr. King requested each city create veterans’ resources with the cities.
ITEMS FOR JOINT COUNCIL DISCUSSION CONTINUED:

2. Updates from Cities (Maple Valley, Covington, Black Diamond.

City Manager Laura Philpot provided a Prezi presentation with the updates on projects with the City of Maple Valley.

City Manager Regan Bolli provided a Prezi presentation with the updates on projects with the City of Covington.

Mayor Carol Benson provided a PowerPoint presentation with the update for the City of Black Diamond.

3. Discussion Topics.
   a. Economic Development.
   Economic Development Manager Tim Morgan presented an overview and update for the City of Maple Valley. City Manager Regan Bolli provided an update for the City of Covington.

   b. Emergency Management Coordination Updates.
   Emergency Management Program Manager Andy Jenkins, City of Covington/Puget Sound Regional Fire Authority; City Clerk/Emergency Manager/PIO Shaunna Lee-Rice, Maple Valley; and Black Diamond Emergency Management Intern Brittany Ellett provided an update.

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

Prepared by:       Submitted by:
___________________________________       _______________________
Joan Michaud       Sharon Scott
Senior Deputy City Clerk     City Clerk
City of Covington
Special City Council Meeting Minutes
Tuesday, June 11, 2019

INTERVIEWS: The Council conducted interviews for the Youth Council from 5:40 to 7:00 p.m. Applicants interviewed: Justin Bose, Traton Nixon, Arlene Sraon, and Alayna Galfo.

ADJOURNMENT:
There being no further business, the meeting was adjourned at 7:00 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: Vouchers #39128- #39190, including ACH payments in the amount of $470,307.31, dated May 24, 2019; Vouchers #39191- #39241, including ACH payments in the amount of $2,164,047.41, dated June 7, 2019; Paylocity Payroll Vouchers #1010488221 - #1010488230 inclusive, plus employee direct deposits and wire transfers, in the amount of $230,514.94, dated May 31, 2019; and Paylocity Payroll Vouchers #1010553260 - #1010553275 inclusive, plus employee direct deposits and wire transfers, in the amount of $228,307.91, dated June 14, 2019.

PREPARED BY: Casey Parker, Finance Director

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

Councilmember ________ moves, Councilmember __________ seconds, to approve for payment Vouchers: Vouchers #39128- #39190, including ACH payments in the amount of $470,307.31, dated May 24, 2019; Vouchers #39191- #39241, including ACH payments in the amount of $2,164,047.41, dated June 7, 2019; Paylocity Payroll Vouchers #1010488221 - #1010488230 inclusive, plus employee direct deposits and wire transfers, in the amount of $230,514.94, dated May 31, 2019; and Paylocity Payroll Vouchers #1010553260 - #1010553275 inclusive, plus employee direct deposits and wire transfers, in the amount of $228,307.91, dated June 14, 2019.
SUBJECT: ENTER INTO INTERLOCAL AGREEMENT WITH CITIES OF SNOQUALMIE AND MAPLE VALLEY FOR INTERSTATE 90 WESTBOUND ONRAMP IMPROVEMENT PROJECT

RECOMMENDED BY: City Manager

ATTACHMENT(S):
1. Interlocal Agreement

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:
At your February 26, 2019 Council meeting Snoqualmie Mayor Matt Larson made a presentation to Council on the Interstate 90 westbound onramp improvement project and asked the Council to enter into an interlocal agreement between the cities of Snoqualmie and Maple Valley to memorialize the Parties’ respective financial contributions towards the design and construction costs of temporary improvements, and to provide the conditions governing pro rata refunds of the same in the event that the improvements are not constructed.

At your March 26, 2019 meeting Council passed a motion to appropriate $50,000 from the Council Contingency line item in the Council Budget with a cap of $50,000 for traffic relief at the I-90/SR 18 interchange.

Attached is the interlocal agreement for Council consideration.

ALTERNATIVES:

FISCAL IMPACT:
The current balance of the council contingency line item in the council budget is $50,000. Funding this project will bring this balance to zero.

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

Councilmember ______________ moves and Councilmember ______________ seconds, to enter into an Interlocal Agreement with the Cities of Snoqualmie and Maple Valley for the Interstate 90 Westbound Onramp Improvement Project

REVIEWED BY: Finance Director, City Attorney, City Manager
ATTACHMENT 1

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF COVINGTON, MAPLE VALLEY AND SNOQUALMIE REGARDING FUNDING FOR INTERSTATE 90 WESTBOUND ONRAMP IMPROVEMENT PROJECT.

THIS AGREEMENT is made and entered into on this __ date of __________ 2019, by and between the City of Covington, a Washington municipal corporation, the City of Maple Valley, a Washington municipal corporation, and the City of Snoqualmie, a Washington municipal corporation, referred to individually herein as “Party” and collectively as “the Parties.”

WHEREAS, the City of Covington (hereafter "Covington") is a municipal corporation organized under the laws of the State of Washington;

WHEREAS, the City of Maple Valley (hereafter “Maple Valley”) is a municipal corporation under the laws of the State of Washington;

WHEREAS, the City of Snoqualmie (hereafter “Snoqualmie”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, citizens, residents, and/or employees of the Parties travel on Snoqualmie Parkway and/or State Route (“SR”) 18 to access westbound Interstate 90 (“I-90”); and

WHEREAS, citizens, residents, and/or employees of the Parties are adversely affected by traffic backups on northbound SR 18 and southbound Snoqualmie Parkway, which create dangerous conditions for drivers as well as substantial delays; and

WHEREAS, the Washington State Department of Transportation (“WSDOT”) is currently proposing to construct permanent improvements to the SR 18 / I-90 interchange, to enhance safety and traffic flow onto and off of I-90 and onto and off of SR 18 and Snoqualmie Parkway (“the I-90 / SR 18 Improvement Project”); and

WHEREAS, WSDOT is currently conducting environmental review of one or more alternative improvement configurations, including “diverging diamond” improvements and other configurations, but does not anticipate commencing construction until approximately 2021; and

WHEREAS, to address the prevailing dangerous traffic conditions that will persist until permanent improvements are constructed, the City of Snoqualmie has negotiated a Memorandum of Agreement with WSDOT, pursuant to which WSDOT will construct temporary improvements to the I-90 westbound on-ramp; and

WHEREAS, temporary improvements (“the I-90 Ramp Project”) will modify the existing right turn lane from the southbound Snoqualmie Parkway at the I-90/SR 18 Interchange to create a free right turn protected by a traffic island, eliminate the Scale No. 25 weigh station, and modify the right lane of the divided two lanes to create a dedicated
lane on the ramp for traffic entering from southbound Snoqualmie Parkway, which will permit traffic from southbound Snoqualmie Parkway to utilize the modified right turn lane from southbound Snoqualmie Parkway to the new dedicated lane on the westbound I-90 on-ramp, while traffic from north bound SR 18 will make a left-hand turn and utilize the existing parallel left-hand on-ramp lane, with the two lanes eventually merging into a single lane before entering I-90; and

WHEREAS, construction of the I-90 Ramp Project will benefit the Parties and their employees, citizens, and/or residents by facilitating access to I-90 and reducing traffic backups on SR 18 and Snoqualmie Parkway, thereby creating safer and more efficient driving conditions; and

WHEREAS, WSDOT will construct the I-90 Ramp Project only if parties other than the State of Washington agree to contribute 50% of the Project’s estimated design and construction costs; and

WHEREAS, the Parties wish to memorialize their respective contributions towards the I-90 Ramp Project design and construction costs;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, the parties enter into this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

NOW, THEREFORE, the parties have entered into this Agreement under the terms and conditions set forth herein:

1. Purpose of Agreement. This Agreement has been entered into in order to memorialize the Parties’ respective financial contributions towards the design and construction costs of temporary improvements to the westbound Interstate 90 on-ramp, and to provide the conditions governing pro rata refunds of the same in the event that the improvements are not constructed.

2. Financial Contributions. The Parties agree to make the following respective financial contributions toward the design and construction cost of the I-90 Ramp Project:

   Snoqualmie: $320,964
   Covington:  $ 50,000
   Maple Valley: $ 50,000
3. **Timing of Payment.** Covington and Maple Valley agree to pay their respective contributions set forth in Section 2 above to the City of Snoqualmie within fifteen (15) days of the date of the effective date of this Agreement. Snoqualmie shall pay to WSDOT the sum of the contributions set forth in Section 2 above, plus $75,000 received from the Snoqualmie Indian Tribe pursuant to a separate Memorandum of Understanding, within thirty (30) days of the date of execution of Snoqualmie’s agreement with WSDOT regarding the I-90 Ramp Project.

4. **Refund of Contributions.** In the event that Snoqualmie’s separate Agreement with WSDOT is terminated, and WSDOT refunds some or all of Snoqualmie’s payment to Snoqualmie pursuant to the terms of the WSDOT – Snoqualmie Agreement, Snoqualmie shall in turn refund to Covington and Maple Valley their respective pro rata share of 9.9% each of any refund received from WSDOT.

5. **Property.** This Agreement does not provide for the acquisition, holding, or disposal of real or personal property, other than the financial contributions detailed in Section 2 above.

6. **Joint Administrative Board.** No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Administrator for Snoqualmie or his/her designee.

7. **Dispute Resolution.** It is the parties’ intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the City Administrator or City Manager of each city and, if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator acting under Ch. 7.07 of the Revised Code of Washington. The mediator may be selected by mutual agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under the American Arbitration Association’s Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

8. **Independent Contractor.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one Party an employee of any other Party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits,
worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to the first Party’s employees by virtue of their employment.

9. **Notices.** Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

Covington:

Regan Bolli, City Manager  
City of Covington  
16720 SE 271st Street  
Suite 100  
Covington, WA  98042-4964

Snoqualmie:

Bob Larson, City Administrator  
City of Snoqualmie  
P.O. Box 987  
Snoqualmie, WA 98065

Maple Valley:

Laura Philpot, City Manager  
22017 SE Wax Road  
Suite 200  
Maple Valley, WA  98038

10. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

11. **Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable.

12. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating
to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

13. **Duration.** The effective date of this Agreement shall be the date of the last signature of a Party, and the Agreement shall remain in full force and effect until completion of the I-90 Ramp Project, or WSDOT – City of Snoqualmie abandonment of the Project and refund of the pro rata shares of the Parties’ contributions under Section 2 of this Agreement.

14. **Termination of Agreement.** Either party may give notice of termination for cause based on the breach of any material provision of this Agreement by the other party, provided the Agreement shall remain in full force and effect until the conclusion of Dispute Resolution pursuant to Paragraph 10. Either party may give notice of termination for convenience upon (1) one year’s notice to the other party, without having to engage in dispute resolution. In the event of early termination of this Agreement, the parties will work cooperatively to ensure the orderly transition of workload, records and data to the appropriate agency.

15. **Recording.** Consistent with RCW 39.34.040, upon execution by all parties this Agreement shall be filed for recording with the King County Department of Records, or posted on Covington’s, Maple Valley’s and Snoqualmie’s respective websites listed by subject matter.

16. **General Provisions.** This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

17. **CITY OF COVINGTON**  
Jeff Wagner, Mayor  
Date:  

**CITY OF MAPLE VALLEY**  
Sean P. Kelly, Mayor  
Date:  

**CITY OF SNOQUALMIE**  
Matthew R. Larson, Mayor  
Date:
ATTEST/AUTHENTICATED:

By:__________________________
    Jodi E. Warren, City Clerk

APPROVED AS TO FORM:

By:___________________________  __________________________
    Kathy Hardy, City Attorney   Bob C. Sterbank, City Attorney
    Date:                          Date:

By:___________________________
    Jeff Taraday, City Attorney
    Date:
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A RIGHT OF FIRST REFUSAL AGREEMENT FOR PARCEL #3022069052 THAT IS ADJACENT TO JENKINS CREEK PARK.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. Right of First Refusal Agreement

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:
The goal of this project is to acquire a unique property (King County Parcel #3022069052) adjacent to the 22-acre Jenkins Creek Park. The target property is almost 2 acres in size, abuts the western boundary of the park and spans an area between Jenkins Creek and a roundabout on SE Wax Road. The vision is to create a natural area/greenbelt that extends through the City along Jenkins Creek. Currently this natural area/green belt in the City totals about 30 acres, albeit not yet contiguous.

Jenkins Creek Park is a passive recreation park rich in natural resources, but lacks visibility from a major street, suffers from no main entrance and consequently is not well known or enjoyed by many in the community. The target property would allow the City to create a main park entrance off SE Wax Road with parking to increase awareness and use of the park. Additionally, areas of the target parcel along Jenkins Creek would benefit from stream restoration, including a current non-conforming use within a wetland buffer. In the future this target property and park will also serve as a trailhead for a trail along Jenkins Creek, connecting neighborhoods and commercial areas, including South Covington Park.

The need for additional park land is documented in the City of Covington Comprehensive Plan (2015), Parks, Recreation & Open Space Plan (2016) and Jenkins Creek Park Master Plan (2018). The master plan also recommends expanding the park boundary in the vicinity of the target property to increase park awareness/visibility, increase access with off-street parking and allow for restoration along Jenkins Creek.

Authorizing the right of first refusal protects the City’s interest in the property while the City assembles grant funds to support the purchase of the property. The right of first refusal does not obligate the City to purchase the property.

ALTERNATIVES:
1. Do not authorize the City Manager to execute the right of first refusal agreement and provide direction to staff.
FISCAL IMPACT:
There is no fiscal impact directly related to the right of first refusal agreement.

CITY COUNCIL ACTION:  ____ Ordinance  ____ Resolution  ____ Motion  ____ Other

Council member ____________ moves, Council member _________________ seconds, to authorize the City Manager to execute the Right of First Refusal agreement for parcel #3022069052.

REVIEWED BY:
Finance Director, City Attorney, City Manager
RIGHT OF FIRST REFUSAL

This grant of a Right of First Refusal is made on June ____, 2019, by Richard E. Zeleznik Jr. in his individual capacity and as representative of the Estate of Pamela D. Zeleznik ("Owner") to the City of Covington, Washington, ("City"). Owner and the City may also be referred to as a Party or collectively as Parties.

I. RECITALS

A. Owner is the owner of certain real property commonly known as 26708 180th Avenue Southeast in the City of Covington, Washington and legally described on Exhibit A attached hereto and incorporated herein by reference (the “Property”).

B. The Property is not currently being offered for sale, but Owner recognizes the possibility that he may offer the Property for sale at some later date.

C. The City desires to purchase the Property to add to a City park but has refrained from exercising its powers of eminent domain.

II. TERMS

In consideration for the City’s forbearance of the exercise of its powers of eminent domain to acquire the Property, Owner grants to the City a Right of First Refusal with respect to the Property, as follows:

1. The above Recitals are incorporated herein by reference.

2. Offer Notice. If Owner desires to sell the Property and receive a bona fide offer to purchase from a third-party, Owner shall disclose the terms of said offer to the City in writing within ten (10) days following his receipt of the third-party offer (“Offer Notice”).

3. Acceptance Notice. The City shall have thirty (30) days after receiving the Offer Notice within which to decide to purchase the Property for the same price and on other terms substantially similar to those in the third-party offer and send Owner written acceptance of same (“Acceptance Notice”). Within fifteen (15) days of Owner’s receipt of the Acceptance Notice, the Parties shall enter into a written contract of sale of the Property on substantially the same terms as the third-party’s offer.

4. Sale to Third-Party. If through no fault or inaction on the part of Owner, the City fails to give the Acceptance Notice or enter into the contract for purchase of the Property as described in Paragraph 3 above, Owner may proceed with the sale of the Property to the third-party based on the bona fide offer referenced in paragraph 2 without
recourse to City. If such sale to the third-party fails to close, this Right of First Refusal shall continue to encumber the Property.

5. **Failure to Close.** If through no fault or inaction on the part of Owner, the City fails to close the sale of the Property, Owner shall be under no obligation to the City with respect to the sale of the Property and this Right of First Refusal shall become null and void and cease to be an encumbrance on the Property.

6. **Title Report.**

   a) Within thirty (30) days of Owner’s receipt of the Acceptance Notice, the City shall obtain a Preliminary Title Report from a Title Insurance Company of its choosing to be delivered to the City (the "Report") for the Property together with copies of all documents supporting exceptions set forth in the Report. The City shall provide Owner with a copy of the Report. The City may, at the City’s sole cost, order an ALTA survey of the Property, certified to the City and Title Company, having all corners marked and all other easements and utilities delineated in the Survey (the "Survey"); and

   b) Upon receipt of the Report, the City shall have ten (10) days within which to notify Owner of any defects in or objections to the title as evidenced in the Report, and Owner shall have the opportunity to remedy any such defects or objections within thirty (30) days. If at the end of thirty (30) days, Owner cannot show satisfactory title, the City shall have the option of either continuing the transaction with such contract modification as the Parties may mutually agree, or rescinding the contract.

7. **Heirs and Assigns.** This Right of First Refusal shall be recorded with the King County Recorder’s Office, shall constitute a covenant that runs with the land, and shall be binding upon the Owner’s successors, heirs and assigns.

8. **Term.** This Right of First Refusal shall remain in full force and effect until the earlier of: (a) the date on which the City has exercised or waived its right to purchase the Property pursuant to the terms hereof; or (b) ten (10) years from the date of this Right of First Refusal.

9. **Remedies.**

   a) In the event Owner defaults in fulfilling Owner’s obligations in this Right of First Refusal, the City shall be entitled to specific performance as its sole and exclusive remedy; and

   b) In the event the City fails, without legal excuse, to complete the purchase of the Property, or otherwise defaults under the terms of this Right of First Refusal, this Right of First Refusal shall become null and void, which shall be the sole and exclusive remedy available to the Owner for such failure and default.

Right of First Refusal – Page 2
10. Notice. Except as specifically set forth herein, any demand, request or notice which either Party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three (3) days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

(a) Owner’s Address:
Richard E. Zeleznik
26708 180th Ave SE #103
Covington, WA 98042

(b) City’s Address:
City of Covington
Director of Parks and Recreation
16720 SE 271st Street
Covington, WA 98042-4964

City of Covington
City Manager
16720 SE 271st Street
Covington, WA 98042-4964

The foregoing addresses may be changed by written notices to the other party as provided herein.

11. Assignment. This Agreement is not assignable by the City, unless approved in writing by Owner, at Owner’s sole discretion.

12. Entire Agreement. This Right of First Refusal contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Right of First Refusal. No amendment of, or supplement to, this Right of First Refusal shall be valid or effective unless made in writing and executed by the Parties hereto.

13. Governing Law/Venue. This Right of First Refusal shall be controlled by and interpreted under Washington law, without application or consideration of any choice of law principles. Venue shall be in King County Superior Court.
Richard E. Zeleznik, Jr.

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard E. Zeleznik, Jr., is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ___ day of _________________________, 2019.

Notary Public in and for the state of Washington, residing at _________
My appointment expires _________

______________________________
Name: _______________________
______________________________
Name: _______________________

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

I certify that I know or have satisfactory evidence that ________________ (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ________________ (type of authority, e.g., officer, trustee, etc.) of the City of Covington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ___ day of _________________________, 2019.

Notary Public in and for the state of Washington, residing at _________
My appointment expires _________
EXHIBIT A

Legal Description

PARCEL A:
THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT LOT 3, SECTION 30, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 210 FEET LYING NORTH OF THE SOUTH 30 FEET THEREOF; AND EXCEPT THE WEST 30 FEET OF THE REMAINDER CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 864959.

PARCEL B:
EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 846959;
AND EXCEPT THE SOUTH 30 FEET THEREOF.
SUBJECT: AUTHORIZE THE CITY MANAGER TO AMEND CAG 095-2018, A PROFESSIONAL SERVICES AGREEMENT WITH BERK FOR THE PREPARATION OF LAKEPOINTE URBAN VILLAGE SUBAREA SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT.

RECOMMENDED BY: Gina Estep, Community Development Director

ATTACHMENT(S):
1. Existing Professional Services Agreement, CAG 095-2018
2. Proposed Amendment #1

PREPARED BY: Ann Mueller, Senior Planner

EXPLANATION:
The city's contract CAG 095-2018 with BERK for the preparation of a Supplemental Environmental Impact Statement (SEIS) to evaluate the proposal from Oakpointe to increase the maximum development thresholds allowed within the Lakepointe Urban Village Subarea up to 1,750 dwelling units and 1.32 million square feet of commercial development within the subarea. The amount of development studied in the 2013 Planned Action Environmental Impact Statement was to allow the development of up to 1,500 dwelling units and 850,000 square feet of commercial development within the subarea.

This amendment will extend the contract term from June 30, 2019 to December 31, 2019. The maximum contract amount contained in the contract is sufficient; funds will be reallocated to address changes in the level of effort necessary to prepare the SEIS.

The city is requesting this contract amendment to extend the contract term to allow for additional rounds of staff review and response to comments, to accommodate a community meeting, and associated timing required for publication and mailing of notice of the required comment periods and public hearings.

ALTERNATIVES: None

FISCAL IMPACT:
No direct impact. The city entered into a funding agreement on September 25, 2018 with Oakpointe for them to reimburse the city for the cost of preparing the SEIS.

CITY COUNCIL ACTION: _____Ordinance _____Resolution XMotion _____Other

Council member __________ moves, Council member _______________ seconds, to approve the contract amendment #1 to Contract 095-2018 with BERK for the preparation of Lakepointe Urban Village Subarea
Supplemental Environmental Impact Statement to extend the contract term, in substantial form as attached hereto, and authorizing the City Manager.

REVIEWED BY: Community Development Director, Finance Director, City Attorney, City Manager
CITY OF COVINGTON
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Covington, Washington, a Washington municipal corporation (the “City”), and Berk Consulting, Inc., (the “Consultant”), a limited liability company. The City and the Consultant are each a “Party” to this Agreement and collectively referred to as the “Parties”.

WHEREAS, the City has determined the need to have certain professional services performed for its citizens but does not have the manpower or expertise to perform such professional services; and

WHEREAS, the City desires to have the Consultant perform such professional services pursuant to certain terms and conditions;

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall perform those services described on Exhibit A, Scope of Work and Exhibit B, Berk Standard Billing Rates - 2018, attached hereto and incorporated herein by this reference (the “Services”), performed to the City’s satisfaction, within the time period prescribed by the City, and pursuant to the direction of the City. 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. The Consultant shall not modify in any way the scope or schedule of the Services without the prior written approval of the City. Time is of the essence in every aspect of performance of the Services.

2. TERM. This Agreement shall be in full force and effect as of the date signed by both the City and the Consultant (the “Effective Date”), through and until June 30, 2019, unless sooner terminated under the provisions hereinafter specified.

3. COMPENSATION & PAYMENT.
   3.1. Contract Amount. The total amount to be paid under this Agreement shall not exceed $160,000.
   3.2. Time & Expense; Rates. The City shall pay the Consultant for Services rendered on a time and expense basis based upon the Consultant’s rates as indicated on Exhibit B, Berk Standard Billing Rates - 2018 (the “Rates”), attached hereto and incorporated herein by this reference. Except for as provided in Exhibit B, the Consultant shall not amend the Rates in any way without prior written approval from the City.
   3.3. Payment. Payment will only be made by the City after the Services have been performed to the City’s satisfaction, an invoice is submitted by the Consultant in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment by the City shall be made no later than ten (10) days after said invoice approval. 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. 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.

4. EXTRA WORK. The City may desire to have the Consultant perform work or render services other than those Services expressly provided for in Section 1 of this Agreement. This will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment to this Agreement. Any costs incurred by the Consultant due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement.

5. KEY PERSONS. The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to performing the Services identified herein without the express written consent of the City, which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant’s employment, the Consultant shall present to the City one or more individual[s] with greater or equal qualifications as a replacement, subject to the City’s approval, which shall not be unreasonably withheld, The City’s approval shall not be construed to release the Consultant from its obligations under this Agreement.
6. INDEPENDENT CONTRACTOR. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the Parties. The City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay, or any other benefit of employment and the Consultant shall pay all income and other taxes due. 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. 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.

7. WARRANTY; ERRORS AND OMISSIONS; CORRECTIONS.

7.1. 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, as applicable and required to perform the Services. 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.

7.2. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all deliverables and work product prepared or performed under this Agreement. The Consultant, without additional compensation, shall correct or revise errors or mistakes in the Consultant’s Services immediately upon notification by the City. 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.

7.3. The City’s approval of the deliverables or work product prepared or performed under this Agreement 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.

8. OWNERSHIP AND USE OF DOCUMENTS.

8.1. Work for Hire. Any and all original accounts, records, reports, designs, files, documents, drawings, specifications, data, or information, regardless of form or format or if finished or unfinished, and all other materials prepared or produced by the Consultant in connection with the Services under this Agreement (the “Materials”) shall be deemed “work for hire” and shall be the property of the City whether the project or purpose for which they were created is executed or not.

8.2. Confidentiality. No confidential information obtained or created by the Consultant in performing the Services under this Agreement shall be disclosed to any person or party other than the City without the City’s prior written consent. All of the Materials prepared or assembled by the Consultant under this Agreement will be treated as confidential to the extent allowed by Washington State laws regarding the disclosure of public information under Chapter 42.56 RCW.

9. RECORDS.

9.1. Record Keeping. The Consultant shall maintain accounts, records, statements, reports, data, and information, including but not limited to personnel, property, financial, and programmatic records, that pertain to matters covered by this Agreement and that sufficiently and properly reflect all direct and indirect costs associated with performance of the Services required under this Agreement and any other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

9.2. Auditing. During the Term of this Agreement, the Consultant at any time during normal business hours, and as often as the City or state examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated representative to audit and inspect other data relating to all matters covered by this Agreement.
Agreement. The City shall receive a copy of all audit reports as to the Consultant’s activities. The City may, at its sole discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant’s activities that relate, directly or indirectly, to this Agreement.

9.3. **Public Records Disclosure.** The Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in Chapter 42.56 RCW. The Consultant shall fully cooperate and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created, and/or processed by the Consultant and related to the Services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five (5) business days of said demand. The Consultant’s failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys’ fees, and/or any other expenses as a result of such breach, the Consultant shall fully indemnify and hold harmless the City as set forth in Section 10 herein. The City will not assert an exemption from public disclosure on the Consultant’s behalf. If the Consultant believes that its records are exempt from disclosure, the Consultant is obligated to seek an injunction under Chapter 42.56 RCW. The Consultant acknowledges that the City will have no obligation or liability to the Consultant if the records are disclosed. For the purposes of this subsection, the terms “public records” and “agency” shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been constructed by Washington courts.

9.4. **Survival.** The rights and duties of the Parties under this section shall survive the expiration or termination of this Agreement for a period of three (3) years from the date of final payment under this Agreement.

10. **INDEMNIFICATION.** The Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims or demands for damages, losses, costs, attorneys’ fees, or liability, including but limited to damages arising out of bodily injury or death to persons and damage to property, arising out of, caused by, or resulting from:

- the sole negligence or willful misconduct of the Consultant, its officers, employees, agents, or subconsultants;
- the concurrent negligence of the Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of the Consultant, its officers, employees, agents or subconsultants;
- the negligent performance or non-performance of this Agreement by the Consultant; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

WITH RESPECT TO THE PERFORMANCE OF THIS AGREEMENT AND AS TO CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, THE CONSULTANT EXPRESSLY WAIVES ITS IMMUNITY UNDER TITLE 51 OF THE REVISED CODE OF WASHINGTON, THE INDUSTRIAL INSURANCE ACT, FOR INJURIES TO ITS EMPLOYEES, AND AGREES THAT THE OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDED FOR IN THIS SECTION EXTENDS TO ANY CLAIM BROUGHT BY OR ON BEHALF OF ANY EMPLOYEE OF THE CONSULTANT. THIS WAIVER IS MUTUALLY NEGOTIATED BY THE PARTIES. This section shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees.

11. **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 the Services hereunder by the Consultant, its agents, representative, or employees, and in such forms and with such carriers who have a rating satisfactory to the City [the required insurance coverage under this Agreement is indicated with a ‘X’ checkmark; if certain insurance coverage is not required, it is indicated as such with an ‘NA’]:

11.1. **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.
11.2. **X** Employer Liability. Worker’s compensation and employer’s liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

11.3. **X** Commercial General Liability. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury, and advertising in jury 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 no 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.

11.4. **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.

11.5. **Additional Insurance Terms and Requirements.**
   11.5.1. 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.
   11.5.2. The Consultant shall include all subcontractors at any tier as insureds and ensure that the Consultant’s coverage of subcontractors under the Consultant’s policies is not excluded by any policy provision or endorsement.
   11.5.3. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
   11.5.4. 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.
   11.5.5. The Consultant shall provide original certificates of insurance and a copy of the amending 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.
   11.5.6. The Consultant’s insurance shall be primary as respect to the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Consultant’s insurance.
   11.5.7. 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. The Consultant’s failure to maintain such insurance policies as required above shall be grounds for the City's immediate termination of this Agreement.
   11.5.8. 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.

12. NO CONFLICT OF INTEREST. The Consultant confirms that the Consultant has no business interest or a close family relationship with any City officer or employee who was or will be involved in the selection, negotiation, drafting, signing, administration, or evaluation of the Consultant’s work under this Agreement. As used in this section, the term "Consultant" includes any employee or agent of the Consultant who was, is, or will be, involved in the negotiation, drafting, signing, administration, or performance of this Agreement. The term “close family relationship” refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece, or nephew residing in the household of a City officer or employee described above.

13. DISPUTES. Any dispute or misunderstanding that may arise under this Agreement concerning the Consultant’s performance shall first be managed through negotiations, if possible, between representative of each Party responsible for administration and/or performance of this Agreement. If such representatives of the Parties do not agree upon a decision within a reasonable period of time, either Party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate this Agreement. The City may withhold from any payment otherwise due an amount that the City in good faith finds to be under dispute or, if the Consultant provides no sufficient remedy, the City
may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Notwithstanding all of the above, if the City believes in good faith that some portion of the Services have not been completed satisfactorily, the City may require the Consultant to correct such work prior to payment by the City and/or at no cost to the City, pursuant to Section 7 herein.

14. TERMINATION.

14.1. For Cause. The City may terminate this Agreement for cause at any time upon written notification to the Consultant if the Consultant is in material breach of any of the terms of this Agreement.

14.2. For Reasons Beyond Control of Parties. Either party may terminate this Agreement at any time upon written notice to the other without recourse where performance is rendered impossible or impracticable for reasons beyond such party’s reasonable control such as, but not limited to, an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

14.3. For City’s Convenience. The City may terminate this Agreement at any time without cause and for any reason, including the City’s convenience, upon fourteen (14) days’ written notice to the Consultant.

14.4. Actions upon Termination.

14.4.1. Within seven (7) calendar days of termination or expiration of this Agreement the Consultant shall provide the City with the most current Materials, in their original format or any other format as requested by the City, that the Consultant has produced as of the date of termination or expiration, along with copies of all correspondence and similar items related to the Services. The City shall have the same rights to use these Materials as if termination had not occurred; provided, however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant’s work product under this Agreement.

14.4.2. If termination occurs pursuant to Subsection 15.2 or 15.3 herein, the Consultant shall be paid for the Services properly performed prior to the date of termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under this Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

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

16. ASSIGNMENT AND SUBCONTRACT. The Consultant shall not assign or subcontract its obligations under this Agreement without the City’s written consent, which may be granted or withheld in the City’s sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City’s consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

17. MISCELLANEOUS PROVISIONS.

17.1. 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 be terminated upon 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.

17.2. Entire Agreement /Amendments. 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. This Agreement may not be modified or amended except by writing signed by all Parties hereto.
17.3. 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.

17.4. Remedies Cumulative. Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

17.5. Captions. The titles of sections or subsections are for convenience only and do not define or limit the contents.

17.6. 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.

17.7. Notices. All notices, payments, and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, personally delivered, or mailed, by first class or certified mail, with postage prepaid to the relevant 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 receipt of email or personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

17.8. Governing Law / Venue / Attorneys’ Fees. 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. 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.

17.9. Survival. Except as provided for otherwise herein, Sections 7, 8, 9, 10, and 11 herein shall survive the expiration or termination of this Agreement.

17.10. Negotiated Agreement. 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 draftingship in favor of or implied against any party hereto.

17.11. Authority / Counterparts. 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. This Agreement may be executed in one or more counterparts and as executed shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the Parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CITY OF COVINGTON
16720 SE 271st Street, Suite 100
Covington, WA 98042

By: [Signature]
Date: [9/5/18]
Type or Print Name: [Regan Bolli]
Title: [City Manager]

CONSULTANT—BERK Consulting, Inc.
2200 Sixth Avenue, Suite 1000
Seattle, WA 98121

By: [Signature]
Date: [9/18/18]
Type or Print Name: [Lisa Gruffer]
Title: [Principal]

City of Covington—Professional Services Agreement—Approved as to Form as of February 2017

31 of 113
ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM ONLY:

City Attorney

ATTACHMENTS:

Exhibit A — Berk Scope of Work
Exhibit B — Berk Standard Billing Rates - 2018
Scope of Work

Lakepointe Docket Supplemental Environmental Impact Statement

September 2018

Understanding

Oakpointe Land Covington LLC (Oakpointe) is the proponent of the Lakepointe Urban Village on a site formerly known as the Hawk Property along SR-18 on a reclaimed mine site. The City and Oakpointe entered into a 2017 Development Agreement (DA) allowing the development up to 1,500 dwelling units and 850,000 square feet of commercial development. This amount of development was studied in a 2013 Environmental Impact Statement (EIS) addressing the Lakepointe Urban Village (Hawk Property) Subarea Plan approved in 2014. A Planned Action Ordinance (PAO) was also approved in 2014 to facilitate environmental review for projects within a range of studied development and consistent with planned land uses, traffic trips, and other parameters.

In 2018, the proponent submitted a Comprehensive Plan Amendment application to change various sections of the Comprehensive Plan to increase housing and commercial square footage thresholds allowed within the Lakepointe Urban Village Subarea. The proponent is up to 1,750 housing units and 1.32 million square feet of commercial development within the Lakepointe Urban Village Subarea. More jobs would be expected in the building space than previously considered. This change to the development program would also mean amendments to the PAO and DA.

Given the revised proposal includes more dwellings and building space, a Supplemental SEIS is recommended to address areas where impacts would be increased by the greater dwellings, jobs, and building space.

Based on 2018 application materials reviewed to date and prior discussions with City staff and the applicant in fall 2017, we understand the footprint of where development would occur on site (areas to be cleared, lake configuration, areas protected, impervious areas) would not change from the assumptions in the 2013 EIS; the greater building area is coming from adding upper stories within already allowed building heights. Thus, natural environment topics and stormwater would not need to be revisited in the SEIS since the footprint would be the same. The 2013 EIS could be relied upon for these topics that are based on development extent.

This SEIS scope of work (SOW) assumes that BERK Consulting will serve as prime consultant, provide SEPA advice and Planned Action ordinance amendments, and prepare land use, public services, and utilities analysis for the SEIS. Heftron Transportation and Landau Associates Inc. (LAI) will provide subject matter expertise in Transportation and Noise/Air, respectively. LAI will also peer review the applicant's earth analysis and grading plans. The Watershed Company will peer review critical area information provided
by the consultant including groundwater-related topics due to subterranean parking that may be allowed (and would be addressed in the grading plan/geotechnical memo to be provided by Oakpointe). The City’s on-call consultant for transportation modeling DEA will provide transportation modeling under a separate agreement. However, this SOW includes the DEA cost to provide a complete estimate to the City. Collectively, the team is referenced as the Consultant.

**Approach**

The Consultant’s approach will be narrow in scope, focusing on the identified areas of concern, while providing enough detail to successfully complete the SEIS document and satisfy all procedural requirements.

As required in WAC 197-11, the SEIS will contain the following elements:

- Cover Letter
- Fact Sheet
- Table of Contents
- Chapter 1—Environmental Summary
- Chapter 2—Proposal and Alternatives
- Chapter 3—Affected Environment, Significant Impacts, and Mitigation Measures
- Chapter 4—References
- Chapter 5—Distribution List
- Appendices

**TASK 1. COORDINATION, OUTREACH, AND PEER REVIEW**

**Kickoff**

BERK will attend a kick off meeting with City staff to confirm the tasks, content to be covered, schedule, and budget. The meeting is also an opportunity to review a preliminary SEIS template, features of alternatives and public comment opportunities.

BERK will assist with defining the alternatives and summarizing public review of the docket application to date:

- Provide guidance on SEIS alternatives to analyze. It is anticipated that alternatives will include “No Action” consisting of Alternative 3 from the 2013 EIS (with any analysis corrections identified in addenda during the time of the DA) and the Docket Application as the Proposed Action.
- Attending a neighborhood meeting/ listening session. (The date of this meeting will be determined once the funding agreement is signed. Attendance by consultants will depend on the meeting date.)
Summarizing comments received during docket consideration and the neighborhood meeting, and address as appropriate in the SEIS.

Earth Technical Peer Review

It is anticipated that the applicant will document earth-related topics including the use of structured parking in some locations. To provide the City with a review of geotechnical issues and to support amendments to the Planned Action Ordinance and Development Agreement if needed, Landau will:

- Review the updated reclamation plan and geotechnical report submitted as part of the development agreement that occurred after the 2013 EIS. Landau will update the 2013 EIS summary of earth conditions and impacts, as needed, drawing from the geotechnical report submitted with the development agreement as appropriate. It is assumed that the City’s review of the documents from that time period suffice and the documents present additional context for Landau to consider as it conducts its peer review and updates the 2013 EIS but does not alter conclusions.

- Perform a peer review of the developer’s technical memo regarding parking structures below grade.

- Prepare a technical memorandum that documents the results of our geotechnical peer review services.

- Relevant analysis will be incorporated into the SEIS.

Note: At Oakpointe’s request the scope of this Earth Technical Peer Review has been revised and no longer includes the review of the grading (fill material) that exceeds the grading included in the (Development Agreement Exhibit O) DNR Reclamation permit. A separate grading permit with SEPA review for grading over 500 cubic yards will be required to bring the subarea from the elevations shown on the approved reclamation plan to the proposed final elevation now being proposed for the roadway and building pads. Oakpointe has indicated that they plan to apply for a separate grading permit for the delta between these two grades- again this will require a separate grading permit with additional SEPA review for the fill materials.

Plants and Animals, Water Resource

It is assumed that the City will require that Oakpointe provide a report prepared by a qualified professional that documents the Proposed Action development footprint is within the range of the prior EIS alternatives (generally within areas identified for commercial or multifamily and excluding areas set aside as critical areas, critical area buffers, and open space), and consistent with the water and plants and animals mitigation, and demonstrating there is no change in conclusions of the 2013 EIS. This report will be peer reviewed by the City’s selected consultant. Relevant review of groundwater issues may be addressed in the Earth section of the SEIS.

TASK 2. DRAFT SEIS

The Consultant will prepare a preliminary draft SEIS for City and Oakpointe’s review and comment. The key elements of the environment for the SEIS would include:

- Air Quality
- Land Use Patterns/Plans and Policies
- Transportation
- Noise
- Public Services
- Utilities

**General Approach:** The Affected Environment section of the 2013 Draft EIS will be updated for each topic, incorporating any corrections in addenda prepared at the time of the Development Agreement. The No Action Alternative will match Alternative 3 of the 2013 Draft and Final EIS. Comments provided by the City and project applicant on the preliminary draft will be reviewed and incorporated as appropriate into the Draft SEIS.

**Air Quality:** Existing air quality conditions, Comprehensive Plan policies, and regulations relevant to the proposal will be summarized including Puget Sound Clean Air Agency regulations. To evaluate potential impacts to regional air quality, the City's forecasts for population growth and regional vehicle miles traveled (VMT) will be compared to regional Puget Sound forecasts developed by the Puget Sound Regional Council (the population increase will be based on the difference between the 2013 EIS and the docket application and VMT data will be provided by DEA). To evaluate greenhouse gas (GHG) emissions, the 2013 Draft EIS method (King County spreadsheet and other tools) will be updated to address the increased and updated development program per the May 2018 LAI analysis, Option 1, qualitative analysis to address the difference between the 2013 EIS Alternative 3 and the docket application's new and updated development program.

LAI will review the applicant's list of potential GHG reduction measures that would likely be implemented to determine a range of potential reductions in GHG. LAI would provide a range, where possible, of potential reductions in GHG based on the list.

- LAI would not address air emissions from the mine or batch plant.

**Transportation:** A transportation analysis will be prepared.

A comprehensive scope and fee is included in this document; if modeling shows that LOS analysis or project development does not need to be revisited, the effort would be less. After the modeling is produced, and after a meeting is held between the applicant or their representatives and the City/Consultant team to review initial model results and intersections that need review, if any, the Consultants will prepare written communication about the level of effort and use of the budget if additional review is necessary, before the technical analysis is documented in the Preliminary Draft SEIS analysis. The memo will be provided for City review and authorization and the City will distribute it to Oakpointe.

The transportation analysis will begin with Heffron and Transpo reaching agreement on the estimated number of PM peak hour vehicle trips generated by the revised Lakepointe development, utilizing methods published by the Institute of Transportation Engineers (ITE). Next, David Evans and Associates (DEA) will use the same travel demand model used for the original EIS analysis to replace the original project trips with the revised project trips and distribute these agreed upon trips onto the surrounding roadway network (including turning movements at study area intersections). All other features of the travel demand model will match those in the original EIS analysis, including, but not limited to, the base year and horizon year (2035), planned transportation improvements, and background land use assumptions.

DEA efforts on modeling will include:

- Coordination with applicant, project team, and City staff, including meeting with the applicant, project team and City staff to review the travel model's distribution and assignment of PM peak hour
vehicle trips at study intersections. Prior to the meeting DEA staff will note changes relative to the original EIS. This will allow for a discussion/determination if LOS at study intersections should be recalculated based on the changes to the trip generation assumptions agreed upon by the project team, Heffron, Transpo, and the City, and EIS analysis results.

- Summarize the following in a travel demand modeling memo: Trip Generation, Trip Distribution, Trip Assignment, and changes in PM peak hour vehicular volumes at study area intersections relative to the original EIS.

Coordinating with the applicant, consultant team, and City, DEA and Heffron will confirm transportation mitigation in the Planned Action Ordinance is still valid for the Proposed Action. In the event that mitigation at a particular location is no longer called for, additional mitigation at a particular location is triggered, or mitigation at a new location is appropriate, those changes will be disclosed in the SEIS for use in amendments to the Planned Action Ordinance. As an alternative to different mitigation, the applicant also may choose to alter the new Lakepointe development amount and mix of uses.

The City or Consultant will escalate the 2013 improvement costs to 2018 for improvements not yet constructed; the City or Consultant will integrate the costs for the SE 204th Ave Connector and respect the funding approach addressed in the Development Agreement and City capital plans. Optionally, DEA can update cost estimates for transportation improvement projects that are identified.

Preliminary Draft SEIS Transportation Section – The methods, results, and recommendations will be documented in the Draft SEIS transportation section by Heffron. This task assumes update of up to eight figures from the Comprehensive Plan or 2013 Draft SEIS.

Draft SEIS Transportation Section – Comments provided by the City and project applicant on the preliminary draft will be incorporated into the Draft SEIS transportation section by Heffron. The City as lead agency will be responsible for authorizing the contents of the Draft SEIS, including transportation analysis.

Meetings – This SEIS SOW assumes attendance at the following meetings:

1. The neighborhood meeting/listening session in Task 1.
2. Up to two meetings with DEA, Heffron, the project team/City staff and applicant to review changes in trip assignment at study intersections and determine if LOS at any study intersections should be recalculated.
3. Two meetings with Heffron and the project team/City staff during the development of the Draft SEIS.
4. Up to two meetings with DEA, Heffron, the project team/City staff and applicant.
5. Participation in one public meeting held during the Draft SEIS comment period.

Land Use Patterns/Plans and Policies: This section will update 2013 Draft SEIS analysis for the Proposed Action, with a focus on the Comprehensive Plan/Subarea Plan amendments proposed by the Docket Application. Land use patterns, land use compatibility and activity levels, and population/employment capacity of the Proposed Action will be reviewed and compared to the Alternative 3/Comprehensive Plan capacity analysis. Effects on other functional plans, such as the City’s park system plan, capital facility plan, or others addressed in the Hawk Property Subarea Plan, Planned Action Ordinance, and Comprehensive Plan will be identified. Policy or code or development agreement provisions that serve as mitigation measures will be cited. BERK will prepare updates to the Subarea Plan consistent with the docket application and City direction.
Noise: The existing noise environment and key existing noise sources in the study area will be qualitatively characterized (no baseline noise monitoring is proposed). Relevant state and local regulations that will minimize future noise impacts caused by future development will be cited. Screening-level modeling using Traffic Noise Model (TNM) will be used to compare estimated traffic-related noise levels for the No-Action alternative and proposed action for sensitive receivers located near up to three key roadways affecting the study area.

- LAI would evaluate the same number of sensitive receivers (5) as the original 2013 EIS, though the specific receiver locations could change slightly.
- LAI would only remodel and report changes to traffic noise and not recalculate noise from the mine or batch plant.
- Traffic data would be provided in a suitable format from DEA and/or Heffron.

This analysis does not include peer review of the applicant's separate request for nighttime construction, which may be addressed separately through an on-call agreement.

Public Services: Existing levels of service, estimated needs and demand for service, and projected levels of service under each alternative for the range of services that could be altered because of each studied alternative will be reviewed. BERK will consult Schools, Fire, and Police service providers and the updated demand from the Proposed Action compared to Alternative 3; solid waste providers may be contacted to provide confirmation that overall results and mitigation have not changed. It is anticipated that Parks will not be revisited in the SEIS as it appears the park acres exceed the minimum needed even with the greater dwelling unit count (to be verified).

Utilities: The Applicant has contacted utility providers, and the ability to serve and associated required improvements will be incorporated into the SEIS. BERK will document service provider and applicant commitments into the SEIS. No engineering analysis is assumed.

Planned Action Ordinance: BERK will prepare draft amendments to the Planned Action Ordinance revising the EIS thresholds, forms, and mitigation measures based on the results of the Draft SEIS.

Public Meeting and Hearing: BERK will attend a public meeting to introduce the SEIS to the public at an open house early in the comment period. BERK will attend a public hearing regarding the Planned Action Ordinance revisions.

TASK 3. FINAL SEIS

The final SEIS will consist of a fact sheet, table of contents, draft SEIS analysis corrections as needed, description of the preferred alternative if needed, and responses to comments. The Consultant will prepare a preliminary final SEIS for City review and comment. Based on City comments, the Consultant will prepare a final SEIS for public issuance. The Consultant will prepare the notice of availability for City publication.

The Consultant will prepare final edits to the Planned Action Ordinance revising the EIS thresholds, forms, and mitigation measures to match the Final SEIS.

Public Meetings: BERK will attend up to two meetings with the Planning Commission and/or City Council at the City's direction.
Cost Estimate

Based on the consultants understanding of the tasks outlined in this SOW document a preliminary cost estimate has been prepared. It does not include topics that are anticipated to be screened out (e.g. fish and wildlife, water resources).
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<th>Task 1: Coordination, Outreach, and Peer Review</th>
<th>2018 Hourly Rate</th>
<th>Grueter, Principal $200</th>
<th>Gifford, Senior Associate $150</th>
<th>Hartmann, Associate $130</th>
<th>Silver, Associate $130</th>
<th>Project Support $90</th>
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| Task 2: Preliminary and Draft SEIS            |                  |                         |                           |                      |                     |                |                   |
| Summary, Fact Sheet, Other General Sections  |                  | 4                       | 20                        |                      |                     |                | **12**           |
| Land Use Patterns/Plans and Policies         |                  | 2                       | 40                        | 4                    | 4                   | 4              |                   |
| Subarea Plan Amendment Support               |                  | 4                       | 10                        |                      |                     | 2              |                   |
| Air Quality                                  |                  | 4                       | 4                         |                      |                     | 4              |                   |
| Noise                                        |                  | 4                       | 4                         |                      |                     | 4              |                   |
| Public Services                              |                  | 20                      | 32                        | 8                    | 4                   |                |                   |
| Utilities                                    |                  | 12                      | 20                        | 4                    | 4                   |                |                   |
| Transportation                              |                  | 8                       | 8                         | 2                    | 4                   |                |                   |
| Staff Meeting                                |                  | 4                       | 4                         |                      |                     |                |                   |
| Draft Planned Action Ordinance Amendments    |                  | 8                       |                           |                      |                     |                |                   |
| Hearing                                      |                  | 6                       |                           |                      |                     |                |                   |
| **Subtotal**                                  | **76**           | **50**                  | **96**                    | **18**               | **38**              |                | **$40,940**      |

| Task 3: Final SEIS                           |                  |                         |                           |                      |                     |                |                   |
| Responses to Comments                        |                  | 20                      | 8                         | 12                   | 2                   | 16             |                   |
| Preliminary Final SEIS                       |                  | 16                      | 12                        | 16                   | 2                   | 12             |                   |
| Final SEIS                                   |                  | 8                       | 8                         | 2                    | 8                   |                |                   |
| Final Planned Action Ordinance               |                  | 8                       |                           |                      |                     |                |                   |
| Planning Commission or Council Meetings (2)  |                  | 10                      |                           |                      |                     |                |                   |
| **Subtotal**                                  | **62**           | **20**                  | **36**                    | **6**                | **36**              |                | **$24,100**      |

| Total Estimated Hours                        |                  |                         |                           |                      |                     |                |                   |
| **150**                                      | **74**           | **142**                 | **28**                    | **74**               | **468**             |                |                   |
| Cost (Hours * Rate)                          |                  | **$30,000**             | **$11,100**               | **$18,460**          | **$3,640**          | **$6,660**     | **$69,860**      |

| Subtotal Consultant Cost                     |                  | **$69,860**             |                           |                      |                     |                |                   |
| Project Expenses @ ~2.5% of project budget   |                  | **$1,747**              |                           |                      |                     |                |                   |

| Subcontractors                               |                  |                         |                           |                      |                     |                |                   |
| DEA Modeling                                 |                  | **$8,000**              |                           |                      |                     |                |                   |
| DEA Meetings and Memo                        |                  | **$9,500**              |                           |                      |                     |                |                   |
| Heftron: Transportation: Base Tasks and Meeting | **$15,200**     |                           |                           |                      |                     |                |                   |
| Landau: Air and Noise SEIS ($15,000), Earth  |                  | **$25,000**             |                           |                      |                     |                |                   |
| Peer Review and SEIS ($10,000)               |                  | **$6,500**              |                           |                      |                     |                |                   |

| Optional Subcontractor Efforts               |                  |                         |                           |                      |                     |                |                   |
| DEA Cost Estimates                           |                  | **$16,500**             |                           |                      |                     |                |                   |
| Heftron: Transportation: Post Modeling Analysis | **$6,000**     |                           |                           |                      |                     |                |                   |

| Estimated Project Total with Options         |                  | **$158,307**            |                           |                      |                     |                |                   |
| Estimated Project Total without Options      |                  | **$135,807**            |                           |                      |                     |                |                   |
BERK Consulting, Inc.
STANDARD BILLING RATES - 2018

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<td>Michele Eakins-TeSelle</td>
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<td>Jessica Hartmann</td>
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Direct non-salary costs:

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That portion of Contract No. 095-2018 between the City of Covington and BERK Consulting, Inc., (the “Agreement”) is amended as follows:

1. **Term.** Section 2 of the Agreement shall be amended to expire on December 31, 2019.

All other provisions of the contract shall remain in full force and effect.

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

CITY OF COVINGTON

____________________________________
By: R. Regan Bolli  
Its: City Manager  
Date: _____________________________

BERK

____________________________________  
By: ________________________________
Its: _______________________________  
Date: _______________________________

Attest:  

Sharon Scott, City Clerk          Kathy Hardy, City Attorney
SUBJECT: AUTHORIZATION TO SUBMIT A LOCAL AGENCY AGREEMENT AND PROSPECTUS TO WSDOT IN ORDER TO OBLIGATE FEDERAL FUNDS FOR THE SR 516 – 185TH PLACE SE TO 192ND AVENUE SE IMPROVEMENTS PROJECT (CIP 1128).

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S):
1. Local Agency Agreement
2. Project Prospectus

PREPARED BY: Bob Lindskov, PE, City Engineer

EXPLANATION:
In early July 2019 the Puget Sound Regional Council is anticipated to approve the State Transportation Improvement Program (STIP) and award $1,123,635 in Federal Funds to the City of Covington for Preliminary Engineering on the SR 516 – 185th Place SE to 192nd Avenue SE project (CIP 1128). A stipulation for us receiving these funds on such short notice was that we would be able to submit a project prospectus and local agency agreement to WSDOT by July 15, 2019.

The funding will allow for the design of the next section of SR 516 to be improved to a 5-lane urban arterial standard. The total project length is ~2,400 feet. The design will be consistent with our other SR 516 projects and will include widening, curb, gutter, sidewalks on both sides, planter strips, undergrounding of utilities, illumination and signal modifications at the intersection of 192nd Avenue SE.

FISCAL IMPACT:
The funds to be obligated with the current Local Agency Agreement is $1,299,000 for design. The City is required to provide $175,365 in matching funds for the $1,123,635 in Federal funds. The $175,365 matching requirement will be covered by the funds already collected from developments for their traffic impact fees.

The total project estimate including right-of-way (ROW) acquisition and construction is $10,927,000. We will be pursuing future grants to cover the costs of the ROW and construction phases.

CITY COUNCIL ACTION: ___ Ordinance _____ Resolution ___X__ Motion _____ Other

Council member ______________ moves, Council member ______________ seconds, to authorize executing and submitting a Local Agency Agreement and Project Prospectus to WSDOT in order to obligate federal funds for the SR 516 – 185th Place SE to 192nd Avenue SE Improvement Project (CIP 1128).

REVIEWED BY: City Manager, City Attorney, Finance Director
Local Agency Agreement

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name  SR 516 - 185th Place SE to 192nd Avenue SE
Termini  185th Place SE and 192nd Avenue SE

Description of Work

This project is to widen and reconstruct a portion of SE 272nd Street between 185th Place SE and 192nd Avenue SE. This project will widen the street from 3-lanes to 5-lanes including curb and gutter, 8’ sidewalks, access control features, illumination, landscaping, signal improvements, a new bus pad, ITS, provisions for u-turns, planter strip buffers, and undergrouding of utilities.

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) Estimated Total Project Funds</th>
<th>(2) Estimated Agency Funds</th>
<th>(3) Estimated Federal Funds</th>
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<td>c. Other</td>
<td>20,000.00</td>
<td>2,700.00</td>
<td>17,300.00</td>
</tr>
<tr>
<td>d. State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Total PE Cost Estimate</td>
<td>1,299,000.00</td>
<td>175,365.00</td>
<td>1,123,635.00</td>
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</tbody>
</table>

| Right of Way %               |                                  |                           |                           |
| f. Agency                    |                                  |                           |                           |
| g. Other                     |                                  |                           |                           |
| Federal Aid Participation   |                                  |                           |                           |
| Ratio for RW                 |                                  |                           |                           |
| h. Other                     |                                  |                           |                           |
| i. State                     |                                  |                           |                           |
| j. Total R/W Cost Estimate  | 0.00                             | 0.00                      | 0.00                      |

| Construction %               |                                  |                           |                           |
| k. Contract                  |                                  |                           |                           |
| l. Other                     |                                  |                           |                           |
| Federal Aid Participation   |                                  |                           |                           |
| Ratio for CN                 |                                  |                           |                           |
| m. Other                     |                                  |                           |                           |
| n. Other                     |                                  |                           |                           |
| o. Agency                    |                                  |                           |                           |
| p. State                     |                                  |                           |                           |
| q. Total CN Cost Estimate   | 0.00                             | 0.00                      | 0.00                      |

<table>
<thead>
<tr>
<th>Agency Official</th>
<th>Washington State Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>By</td>
</tr>
<tr>
<td>Title</td>
<td>Director, Local Programs</td>
</tr>
<tr>
<td>City Manager</td>
<td>Date Executed</td>
</tr>
</tbody>
</table>

Attachments

ATTACHMENT 1

44 of 113
Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
Method B - Withhold from gas tax the Agency’s share of total construction cost (line 5, column 2) in the amount of $ at $ per month for months.

Local Force or Local Ad and Award
✓ Method C - Agency cost incurred with partial reimbursement
  The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on By Unanimous Council Motion

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency’s project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

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

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).
The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

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

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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

1. Project Construction Costs

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

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

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

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

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.
IX. Payment of Billing

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

Project Agreement End Date - This date is based on your project’s Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

1. To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
2. To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
3. To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
4. To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

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

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

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

XIV. Termination for Public Convenience

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

1. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

2. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

3. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

4. The Secretary is notified by the Federal Highway Administration that the project is inactive.

5. The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

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

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

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

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

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

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

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

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions
## Local Agency Federal Aid Project Prospectus

### Federal Aid Project Number
- **Prefix:**
- **Route:** ( )
- **DUNS Number:**
- **Date:**
- **WSDOT Use Only:** ( )

### Local Agency Project Number
- **CIP 1128**
- **WSDOT Use Only:**

### Agency Information
- **City of Covington**
- **CA Agency:**
- **Yes No:**
- **Federal Program Title:**
- ** Federal Employer Agency:**
- **CA Agency:**
- **Yes No:**

### Project Title
- **SR 516 - 185th Place SE to 192nd Avenue SE**
- **Start Latitude N:** 47-21-29.1
- **End Latitude N:** 47-21-29.3
- **Start Longitude W:** 122-05-44.1
- **End Longitude W:** 122-05-09.7

### Project Termini From-To
- **185th Place SE**
- **192nd Avenue SE**
- **Nearest City Name:** Covington
- **Project Zip Code (+4):** 98042-5314

### Mile Points
- **Begin Mile Post:**
- **End Mile Post:**
- **Length of Project:** 2,400 feet

### Route ID
- **SR516**
- **Begin Mile Point:** 12.66
- **End Mile Point:** 13.11
- **City Number:** 0293
- **County Number:** 17
- **County Name:** King

### WSDOT Region
- **Northwest Region**
- **Legislative District(s):** 47
- **Congressional District(s):** 8
- **Urban Area Number:** 1

### Phase Estimated Cost
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<th>Total (Nearest Hundred Dollar)</th>
<th>Local Agency Funding (Nearest Hundred Dollar)</th>
<th>Federal Funds (Nearest Hundred Dollar)</th>
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<td>$ 1,123,600</td>
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<td>$1,475,200</td>
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### Description of Existing Facility (Existing Design and Present Condition)
- **Roadway Width:** 35 feet of roadway with 2 - 6 foot shoulders
- **Number of Lanes:** 3 lanes

- **SR516 (SE 272nd ST) is 47 feet of asphalt with 3 lanes including left and right turn lanes,**

### Description of Proposed Work
- **Description of Proposed Work (Attach additional sheet(s) if necessary):**
- **This project is to widen and reconstruct a portion of SE 272nd Street between 185th Place SE and 192nd Avenue SE. (See Additional Project Description)**

### Local Agency Contact Person
- **Bob Lindskov**
- **Title:** City Engineer
- **Phone:** 253-480-2467

### Mailing Address
- **16720 SE 271st Street**
- **City:** Covington
- **State:** WA
- **Zip Code:** 98042

### Approving Authority
- **Title:** City Manager
- **Date:**

---

**ATTACHMENT 2**

**DOT Form 140-101**
**Revised 04/2015**

**Page 1**

**49 of 113**
**Type of Proposed Work**

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<tr>
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<th>Roadway Width</th>
<th>Number of Lanes</th>
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<td>5</td>
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<td>Reconstruction</td>
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<td>Pedestrian / Facilities</td>
<td></td>
<td></td>
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<tr>
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<tr>
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<td>Bridge</td>
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**Geometric Design Data**

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<tr>
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<th>Crossroad</th>
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<tbody>
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<td>Principal Arterial</td>
<td>☑️ Urban</td>
<td>☑️ Urban</td>
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<tr>
<td>Minor Arterial</td>
<td>☐ Rural</td>
<td>☐ Rural</td>
</tr>
<tr>
<td>Collector</td>
<td>☑️ NHS</td>
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</tr>
<tr>
<td>Major Collector</td>
<td>☐</td>
<td>☑️ Major Collector</td>
</tr>
<tr>
<td>Minor Collector</td>
<td>☐</td>
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<tr>
<td>Local Access</td>
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</tr>
<tr>
<td>Roll</td>
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<th>Design Year ADT</th>
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<td>Consultant</td>
</tr>
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<td>97 %</td>
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<table>
<thead>
<tr>
<th>Construction Will Be Performed By</th>
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<tr>
<td>Construction Contract</td>
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<table>
<thead>
<tr>
<th>Environmental Classification</th>
</tr>
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<tbody>
<tr>
<td>☑️ Class I - Environmental Impact Statement (EIS)</td>
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| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement |
| ☐ Projects Requiring Documentation (Documented CE) |

| ☑️ Class III - Environmental Assessment (EA) |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements |

**Environmental Considerations**
**Right of Way**

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<tr>
<th>No Right of Way Needed</th>
<th>Right of Way Needed</th>
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</thead>
<tbody>
<tr>
<td>* All construction required by the contract can be accomplished within the exiting right of way.</td>
<td></td>
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<table>
<thead>
<tr>
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<tbody>
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<td>Yes</td>
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**Utilities**

<table>
<thead>
<tr>
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<th>All utility work will be completed in coordination with the construction contract</th>
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<tbody>
<tr>
<td>Yes</td>
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**Railroad**

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

**Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project**

Existing overhead utilities (power and communications) will need to be relocated to accommodate widening and will be required to relocate underground.

**FAA Involvement**

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

**Remarks**

A small private airstrip is 1.2 miles SSW of the project.

Facility Name: NORMAN GRIER FIELD  
City Name: KENT  
County: KING  
State: WA  
Ownership: PRIVATELY OWNED  
Use: OPEN TO THE PUBLIC  
Owner's Name: NORM GRIER HOLDINGS LLC  
Address: 29300 179 PLACE SE  
KENT, WA 98042

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

This project will widen the street from 3-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, illumination, landscaping, signal improvements, transit signal priority, a new bus pad, ITS, provisions for U-turns, and planter strip buffers with street trees.
SUBJECT:  CONSIDER APPOINTMENTS TO YOUTH COUNCIL

RECOMMENDED BY:  Regan Bolli, City Manager

ATTACHMENTS:
1. Resolution No. 2016-19 Creating Youth Council
2. Resolution No. 2017-09 Establishing a Set Number of Members
3. Applications provided separately.

PREPARED BY:  Joan Michaud, Sr. Deputy City Clerk

EXPLANATION:
Council adopted Resolution No. 2016-19 creating a Youth Council on October 25, 2016 and amended that resolution on September 12, 2017 with Resolution No. 2017-09 to establish a set number of 15 members. The Youth Council currently consists of two adult leaders and nine youth members.

Positions 2 and 11 are currently vacant. Council interviewed two applicants on May 28, 2019. Resolution No. 2016-19 states youth shall serve one-year terms.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlene Sraon</td>
<td>Kentwood</td>
</tr>
<tr>
<td>Traton Nixon</td>
<td>Kentlake</td>
</tr>
</tbody>
</table>

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

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

Councilmember __________ moves, Councilmember __________ seconds, to appoint ______________ to fill Position No. 2 on the Youth Council with a term expiring May 31, 2020.

Councilmember __________ moves, Councilmember __________ seconds, to appoint ______________ to fill Position No. 11 on the Youth Council with a term expiring May 31, 2020.

REVIEWED BY:  Recreation Specialist, City Manager
RESOLUTION NO. 2016-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ESTABLISHING A YOUTH COUNCIL

WHEREAS, it is important and beneficial to all residents of the City of Covington (the "City") to foster involvement of the community’s youth in the process of government and the ideals of public service; and

WHEREAS, it is desirable to expand the City’s connections to the community; and

WHEREAS, it is desirable to increase the number of volunteers who help the City achieve its goals; and

WHEREAS, it is important to obtain community input on key issues facing the City;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, hereby resolves as follows:

Section 1. Covington Youth Council Established. The Covington City Council hereby establishes the Covington Youth Council, which shall be referred to as the "Youth Council". The city manager shall designate appropriate city staff to advise and provide administrative assistance to the Youth Council leaders and members.

Section 2. Purpose. The purpose of the Youth Council shall be as follows:

2.1. Involve youth in local government.

2.2. Increase volunteerism among youth in civic affairs.

2.3. Increase communication with youth in the Covington community.

2.4. Involve youth in planning youth activities for the Covington community.

2.5. Serve as an advisory body to the City Council on matters dealing with youth in the Covington community.

Section 3. Adult Leader Positions. The Youth Council shall be guided and mentored by at least two (2) non-voting adult leaders. The adult leader positions shall be appointed and fulfilled pursuant to the following:

3.1 Appointment. Notice of Vacancies. Unless otherwise directed by the council, the city clerk’s office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application.
3.2 Applicant Interviews and Appointment. The city council will endeavor to interview all applicants for an available position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole when the gross number of applicants is so large as to be an undue burden on the council’s schedule.

- All interviews for available positions shall be scheduled at either a special or committee of the whole council meeting. For the purpose of any special or committee of the whole council meeting in which interviews are the only agenda item, the council may proceed with calling the meeting to order and conducting said interviews so long as three (3) or more council members are present.

- The council shall also interview applicants seeking reappointment for the same position, unless otherwise determined by a majority of the council.

- Appointments will be made during a regularly scheduled council meeting.

- Upon appointment, new appointees will receive a briefing by city staff regarding the duties and responsibilities of the members of the Covington Youth Council.

3.1. Appointment; Term. The City Council, by majority vote, shall appoint at least two (2) adult leaders to the Youth Council. Upon establishment of the Youth Council, all adult leader positions shall be initially appointed for a two-year term. Thereafter, upon the expiration or vacancy of an adult position, the City Council, by majority vote, shall appoint individuals to the adult leader positions in staggered-length terms to be determined by the City Council (e.g. one adult leader position assigned to a one-year term and the other adult leader position assigned to a two-year term; or, one adult leader position assigned to a two-year term and the other adult leader position assigned to a three-year term, etc.).

3.2. Removal. The City Council may remove an adult leader from their position at any time without reason upon a majority vote of the council.

Section 4. Youth Council Members. Voting members of the Youth Council shall be appointed and serve pursuant to the following:

4.1. Selection and Appointment. The city clerk’s office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application. Applicants shall be interviewed by the City Council and the adult leaders. The City Council shall make the final decision on appointments.
4.2. **Member Criteria.** Youth Council members shall be between the ages of fifteen (15) and eighteen (18) at the time of selection and reside or attend school within the City of Covington or a 3-mile radius of the City of Covington city limits.

4.3. **Term.** Selected Youth Council members shall each serve for a term of one (1) year. There is no limit on the number of terms a Youth Council member may apply for and be appointed to.

4.4. **Removal.** The City Council, by majority vote, may remove a member of the Youth Council at any time without reason. The City Council may take such action only upon the recommendation of all adult leaders.

**Section 5. Organization and Rules.** The Youth Council shall recommend such rules for governing its procedures as it deems necessary or advisable to the City Council for approval and shall keep a record of its proceedings, which record shall be a public record. The Youth Council shall hold regular meetings at least once every two (2) months and, pursuant to Section 8.0 of the Covington City Council Policies and Procedures, shall comply with the requirements of the Open Public Meetings Act (RCW 42.30).

**ADOPTED** by the City Council of the City of Covington, Washington, in open and regular session this 25th day of October, 2016, and signed in authentication thereof.

\[ Signature \]
JEFF WAGNER, MAYOR

ATTESTED:

\[ Signature \]
Sharon Scott, City Clerk

APPROVED AS TO FORM:

\[ Signature \]
Sara Springer, City Attorney
RESOLUTION NO. 2017-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING RESOLUTION NO. 2016-19, SECTION 4.3. TO ESTABLISH A SET NUMBER OF MEMBERS

WHEREAS, it is important and beneficial to all residents of the City of Covington (the “City”) to foster involvement of the community’s youth in the process of government and the ideals of public service; and

WHEREAS, it is desirable to expand the City’s connections to the community; and

WHEREAS, it is desirable to increase the number of volunteers who help the City achieve its goals; and

WHEREAS, it is important to obtain community input on key issues facing the City;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, hereby resolves as follows:

Section 1. Covington Youth Council Established. The Covington City Council hereby establishes the Covington Youth Council, which shall be referred to as the “Youth Council”. The city manager shall designate appropriate city staff to advise and provide administrative assistance to the Youth Council leaders and members.

Section 2. Purpose. The purpose of the Youth Council shall be as follows:

2.1. Involve youth in local government.

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2.5. Serve as an advisory body to the City Council on matters dealing with youth in the Covington community.

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3.1 **Appointment; Notice of Vacancies.** Unless otherwise directed by the council, the city clerk’s office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application.

3.2 **Applicant Interviews and Appointment.** The city council will endeavor to interview all applicants for an available position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole when the gross number of applicants is so large as to be an undue burden on the council’s schedule.

- All interviews for available positions shall be scheduled at either a special or committee of the whole council meeting. For the purpose of any special or committee of the whole council meeting in which interviews are the only agenda item, the council may proceed with calling the meeting to order and conducting said interviews so long as three (3) or more council members are present.

- The council shall also interview applicants seeking reappointment for the same position, unless otherwise determined by a majority of the council.

- Appointments will be made during a regularly scheduled council meeting.

- Upon appointment, new appointees will receive a briefing by city staff regarding the duties and responsibilities of the members of the Covington Youth Council.

3.1. **Appointment; Term.** The City Council, by majority vote, shall appoint at least two (2) adult leaders to the Youth Council. Upon establishment of the Youth Council, all adult leader positions shall be initially appointed for a two-year term. Thereafter, upon the expiration or vacancy of an adult position, the City Council, by majority vote, shall appoint individuals to the adult leader positions in staggered-length terms to be determined by the City Council (e.g. one adult leader position assigned to a one-year term and the other adult leader position assigned to a two-year term; or, one adult leader position assigned to a two-year term and the other adult leader position assigned to a three-year term, etc.).

3.2. **Removal.** The City Council may remove an adult leader from their position at any time without reason upon a majority vote of the council.

**Section 4. Youth Council Members.** Voting members of the Youth Council shall be appointed and serve pursuant to the following:

4.1. **Selection and Appointment.** The city clerk’s office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application.
Applicants shall be interviewed by the City Council and the adult leaders. The City Council shall make the final decision on appointments.

4.2. **Member Criteria.** Youth Council members shall be between the ages of fifteen (15) and eighteen (18) at the time of selection and reside or attend school within the City of Covington or a 3-mile radius of the City of Covington city limits.

4.3. **Number of Members - Terms.** The Covington Youth Council shall consist of a maximum of 15 members. Selected Youth Council members shall each serve for a term of one (1) year. There is no limit on the number of terms a Youth Council member may apply for and be appointed to.

4.4. **Removal.** The City Council, by majority vote, may remove a member of the Youth Council at any time without reason. The City Council may take such action only upon the recommendation of all adult leaders.

**Section 5. Organization and Rules.** The Youth Council shall recommend such rules for governing its procedures as it deems necessary or advisable to the City Council for approval and shall keep a record of its proceedings, which record shall be a public record. The Youth Council shall hold regular meetings at least once every two (2) months and, pursuant to Section 8.0 of the Covington City Council Policies and Procedures, shall comply with the requirements of the Open Public Meetings Act (RCW 42.30).

**ADOPTED** by the City Council of the City of Covington, Washington, in open and regular session this 12th day of September 2017, and signed in authentication thereof.

ATTESTED:

[Signature]

Sharon Scott, City Clerk

APPROVED AS TO FORM:

[Signature]

Kathy Hardy, City Attorney

JEFF WAGNER, MAYOR
Agenda Item 2
Covington City Council Meeting
Date: June 25, 2019

SUBJECT: CONSIDER AWARDS THE CONSTRUCTION CONTRACT FOR THE 164TH AVENUE SE PEDESTRIAN IMPROVEMENTS PROJECT (CIP 1086) TO THE LOWEST RESPONSIVE BIDDER AND AUTHORIZE THE CITY MANAGER TO EXECUTE A TASK ORDER WITH GRAY & OSBORNE, INC. FOR CONSTRUCTION MANAGEMENT SERVICES.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Bid Summary (To be provided at City Council meeting)
2. Engineer’s Estimate
3. Task Order No 11 – Gray & Osborne (Construction Management Services)

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:
On May 24, 2019, the city advertised a request for bids for the 164th Avenue SE Pedestrian Improvements Project (CIP 1086).

This contract provides for the construction of new ADA compliant sidewalk along 164th Avenue SE, from approximately SE 269th Street to SE 264th Street. Improvements include, but not limited to, excavation, grading, cement concrete curb and gutter, cement concrete sidewalk, storm drainage improvements, water system improvements, retaining walls, minor asphalt paving, channelization, traffic control and other related work items, and other work all in accordance with the Contract Plans, the Special Provisions and the Standard Specifications.

Due to WSDOT’s late approval for advertisement, active construction easements, and a construction season already active, we felt it most practical to route a blue sheet before the bid opening. The bid opening is scheduled for 10:00 AM on June 20, 2019. We plan on bringing the Bid Summary to the council meeting and asking council to make a decision of award.

Currently six prime contractors are on the planholder’s list. The engineer’s cost estimate is $1,047,600.

FISCAL IMPACT:
The City of Covington received a PSRC Countywide Competition Grant from FHWA for the 164th Avenue SE Pedestrian Improvements Project in the amount of $676,279. Transportation Improvement Board (TIB) Funding was also received in the amount of $173,721. The following breakdown will show how the construction completion of the project will most likely occur.
### 164th Avenue SE Pedestrian Improvements Project

#### 2019 Budget:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction:</td>
<td></td>
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<tr>
<td>PSRC Countywide Grant</td>
<td>$676,279</td>
</tr>
<tr>
<td>TIB Grant</td>
<td>$173,721</td>
</tr>
<tr>
<td>Local Funds (SWM)</td>
<td>$225,000</td>
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<tr>
<td>Total Budgeted</td>
<td>$1,075,000</td>
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<tr>
<td>Expenditures:</td>
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<tr>
<td>Construction Contract Estimate</td>
<td>$967,600</td>
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<tr>
<td>Construction Management Estimate</td>
<td>$104,606</td>
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<tr>
<td>Total Expenditures</td>
<td>$1,072,206</td>
</tr>
</tbody>
</table>

Funds are budgeted in 2019 to cover the estimated costs of the 164th Avenue SE Pedestrian Improvements Project.

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

Council member ____________ moves, Council member ____________ seconds, to award the construction contract for the 164th Avenue SE Pedestrian Improvement Project (CIP 1086) to ______________ in the amount of ______________ and authorize the City Manager to execute a Task Order with Gray & Osborne, Inc. in the amount of $104,606 for Construction Management Services.

REVIEWED BY:  City Manager, Finance Director, City Attorney
## CITY OF COVINGTON
### 164TH AVE SE PEDESTRIAN IMPROVEMENTS
#### G&O #15563

**ENGINEER’S COST ESTIMATE - 90% PS&E ESTIMATE**

Updated: 11/28/2018

**BASE BID**

<table>
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<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>Unexpected Site Changes (1-04.4(1))</td>
<td>1</td>
<td>CALC</td>
<td>$10,000.00</td>
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<td>2</td>
<td>ADA Features Surveying (S.P. 1-05.4)</td>
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<td>LS</td>
<td>$3,500.00</td>
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<td>LS</td>
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<td>4</td>
<td>SPCC Plan (S.S. 1-07.15(1))</td>
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<td>LS</td>
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<td>$500.00</td>
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<td>5</td>
<td>Mobilization (S.S. 1-09.7)</td>
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<td>LS</td>
<td>$72,000.00</td>
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<td>6</td>
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<td>LS</td>
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<td>7</td>
<td>Clearing and Grubbing (S.P. 2-01.5)</td>
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<td>LS</td>
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<td>Removal of Structure and Obstruction (S.P. 2-02.5)</td>
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<td>9</td>
<td>Excavation, Embankment, and Grading Incl. Haul. (S.P. 2-03.5)</td>
<td>500 CY</td>
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<td>10</td>
<td>Gravel Borrow, Incl. Haul (S.P. 2-03.5)</td>
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<td>$20.00</td>
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<td>Job Mix Compliance Price Adjustment (5-04.5)</td>
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<td>$-</td>
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<td>Compaction Price Adjustment (S.S. 5-04.5)</td>
<td>1 CALC</td>
<td>$-</td>
<td>$-</td>
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<td>20</td>
<td>Temporary HMA (S.P. 5-04.5)</td>
<td>50 TON</td>
<td>$170.00</td>
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<td>21</td>
<td>Concrete Class 4000 (S.P. 6-02.5)</td>
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<td>22</td>
<td>St. Reinf. Bar (S.P. 6-11.5)</td>
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<td>23</td>
<td>CPEP Storm Pipe, 4 In. Diam. (Incl. Bedding) (S.P. 7-04.5)</td>
<td>500 LF</td>
<td>$20.00</td>
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<tr>
<td>24</td>
<td>Ductile Iron Storm Pipe, 12 In. Diam. (Incl. Bedding) (S.P. 7-04.5)</td>
<td>330 LF</td>
<td>$70.00</td>
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<td>CPEP Storm Pipe, 12 In. Diam. (Incl. Bedding) (S.P. 7-04.5)</td>
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<td>26</td>
<td>Concrete Inlet (S.P. 7-05.5)</td>
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<td>27</td>
<td>Catch Basin Type I (S.P. 7-05.5)</td>
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<td>28</td>
<td>Catch Basin Type 2, 48 In. Diam. (S.P. 7-05.5)</td>
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<td>29</td>
<td>WQ Vault (S.P. 7-05.5)</td>
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<td>30</td>
<td>Adjust Manhole (S.P. 7-05.5)</td>
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<td>32</td>
<td>Removal of Unsuitable Material (Trench) (S.P. 7-08.5)</td>
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<td>33</td>
<td>Bank Run Gravel for Trench Backfill (S.P. 7-08.5)</td>
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<td>Trench Excavation Safety System (S.P. 7-08.5)</td>
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<td>Bark or Wood Chip Mulch (S.P. 8-02.5)</td>
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<td>39</td>
<td>PSIPE Euonumus Alatus, Compact Burning Bush, 5 Gallon</td>
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<td>PSIPE Berberis Thunbergii, Japanese Barberry, 5 Gallon</td>
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<td>PSIPE Arctostaphylos Uva-Ursi, Kinnikinnick, 1 Gallon</td>
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<td>42</td>
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</tr>
<tr>
<td>43</td>
<td>Cement Conc. Traffic Curb and Gutter (S.P. 8-04.5)</td>
<td>2100 LF</td>
<td>$20.00</td>
<td>$42,000.00</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Cement Conc. Driveway Entrance (S.P. 8-06.5)</td>
<td>500 SY</td>
<td>$70.00</td>
<td>$35,000.00</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Cement Conc. Driveway Repair (S.P. 8-06.5)</td>
<td>150 SY</td>
<td>$80.00</td>
<td>$12,000.00</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Raised Pavement Marker (S.P. 8-09.5)</td>
<td>3 HD</td>
<td>$200.00</td>
<td>$600.00</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>DESCRIPTION</td>
<td>QTY</td>
<td>UNITS</td>
<td>UNIT PRICE</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
<td>-----</td>
<td>-------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>47</td>
<td>Remove and Relocate Fence (S.P. 8-12.5)</td>
<td>100</td>
<td>LF</td>
<td>$40.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>48</td>
<td>Remove and Relocate Wood Fence (S.P. 8-12.5)</td>
<td>200</td>
<td>LF</td>
<td>$80.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>49</td>
<td>Chain Link Fence Type 6, w/Vinyl Coating (4-Foot) (S.P. 8-12.5)</td>
<td>875</td>
<td>LF</td>
<td>$40.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>50</td>
<td>Wood Fence (S.P. 8-12.5)</td>
<td>300</td>
<td>LF</td>
<td>$70.00</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>51</td>
<td>Cement Conc. Sidewalk (S.P. 8-14.5)</td>
<td>900</td>
<td>SY</td>
<td>$55.00</td>
<td>$49,500.00</td>
</tr>
<tr>
<td>52</td>
<td>Cement Conc. Curb Ramp (S.P. 8-14.5)</td>
<td>8</td>
<td>EA</td>
<td>$1,200.00</td>
<td>$9,600.00</td>
</tr>
<tr>
<td>53</td>
<td>Cement Conc. Bus Pad (S.P. 8-14.5)</td>
<td>1</td>
<td>EA</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>54</td>
<td>Mailbox Support Type 1 (S.P. 8-18.5)</td>
<td>14</td>
<td>EA</td>
<td>$350.00</td>
<td>$4,900.00</td>
</tr>
<tr>
<td>55</td>
<td>Adjust / Relocate Junction Box (S.P. 8-20.5)</td>
<td>17</td>
<td>EA</td>
<td>$250.00</td>
<td>$4,250.00</td>
</tr>
<tr>
<td>56</td>
<td>Street Light Tube (S.P. 8-20.5)</td>
<td>12</td>
<td>EA</td>
<td>$350.00</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>57</td>
<td>Illumination &amp; Spare Conduit System (S.P. 8-20.5)</td>
<td>1</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>58</td>
<td>Permanent Signing (S.P. 8-21.5)</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>59</td>
<td>Paint Line (S.S. 8-22.5)</td>
<td>4400</td>
<td>LF</td>
<td>$0.75</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>60</td>
<td>Painted Wide Lane Line (S.S. 8-22.5)</td>
<td>1525</td>
<td>LF</td>
<td>$1.00</td>
<td>$1,525.00</td>
</tr>
<tr>
<td>61</td>
<td>Painted Bicycle Lane Symbol (S.S. 8-22.5)</td>
<td>10</td>
<td>EA</td>
<td>$80.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>62</td>
<td>Plastic Stop Line (S.S. 8-22.5)</td>
<td>50</td>
<td>LF</td>
<td>$15.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>63</td>
<td>Plastic Crosswalk Line (S.S. 8-22.5)</td>
<td>200</td>
<td>SF</td>
<td>$10.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>64</td>
<td>Plastic Traffic Arrow (S.S. 8-22.5)</td>
<td>2</td>
<td>EA</td>
<td>$60.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>65</td>
<td>Removing Paint Line (S.S. 8-22.5)</td>
<td>4400</td>
<td>LF</td>
<td>$1.00</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>66</td>
<td>Removing Plastic Crosswalk Line (S.S. 8-22.5)</td>
<td>40</td>
<td>SF</td>
<td>$2.00</td>
<td>$80.00</td>
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<tr>
<td>67</td>
<td>Modular Block Wall (S.P. 8-24.5)</td>
<td>1</td>
<td>SF</td>
<td>$45.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>68</td>
<td>Segmental Concrete Retaining Wall (S.P. 8-24.5)</td>
<td>1450</td>
<td>SF</td>
<td>$45.00</td>
<td>$65,250.00</td>
</tr>
</tbody>
</table>

Subtotal, All Items (Base Bid) $966,520.00
No Sales Tax, per Revenue Rule 171 $-
Total Construction Cost (Base Bid, Rounded) $966,600.00

Subtotal, All Items (Alternate Schedule A) $1,000.00
No Sales Tax, per Revenue Rule 171 $0.00
Total Construction Cost (Alternate Schedule A) $1,000.00

Total Construction Cost (Base Bid + Alternate Schedule A) $1,047,600.00
(Excluding TCEs and ROW)
CITY OF COVINGTON
ON-CALL ENGINEERING SERVICES
TASK ORDER NO. 11

The general provisions and clauses of Agreement 034-2018 shall be in full force and effect for this Task Assignment.

Project Title: 164th Avenue SE (SE 269th Street to SE 264th Street)

Maximum Amount Payable Per Task Assignment $104,606

Completion Date: June 30, 2020

Description of Work:

Bid/award services, construction staking, and limited construction administration services.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this TASK ORDER to the Contract for On-Call Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

By: (Signature)

Name: Brian L. Sourwine, P.E., Principal
GRAY & OSBORNE, INC.

CITY OF COVINGTON

By: (Signature)

Name: (Print)

Date: 6/17/2019

"Equal Opportunity/Affirmative Action Employer"
EXHIBIT A

SCOPE OF WORK

164TH AVENUE SE (SE 269TH STREET TO SE 264TH STREET)

Our scope of work is based on our current understanding of the project.

BRIEF PROJECT UNDERSTANDING

The City of Covington (City) has employed the services of Gray & Osborne, Inc. (Engineer) to design roadway improvements in and along 164th Avenue SE (SE 269th Street to SE 264th Street). The City desires Gray & Osborne, Inc. to provide limited construction management assistance as follows:

SCOPE OF WORK

City will provide lead construction management services and requires assistance from the Consultant for the following:

1. Bid/Award Services
   a. Attend bid opening, check bids for errors, create bid tab, perform reference and responsibility check, coordinate with Agency and WSDOT for award, prepare contracts and transmittal letter, and check contracts and insurance contract provisions.

2. Preconstruction Services
   a. Attend the preconstruction meeting (City to prepare agenda and lead meeting).
   b. Review Contractor’s schedule and provide comments to Agency as applicable.
   c. Prepare a Non-Materials Submittal List from the Contract Documents (WSDOT to provide ROM to Agency and Consultant).

3. Limited Contract Administration Assistance
   a. Manage and track submittal process. Provide review for submittal/Request of Material (RAM)/Qualified Product List (QPL)/Certificate of Material Origin (CMO), and other required documentation from funding sources. Update and manage the Record of Materials (ROM) with submittal information and highlight any known deficiencies. Update Non Material Submittal list and log. Provide updates to Agency in weekly meetings.

(June 10, 2019)
b. Evaluate Contractor’s Schedule of Values for lump sum items. Review Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.

c. Track, review, and evaluate or manage to be reviewed/evaluated by other appropriate party Request for Information (RFI) from Contractor. Manage responses to RFIs.

d. Review and track Contractor’s and subcontractor’s Request to Sublets, Federal-Aid Project Certifications, Statement of Intent to Pay Prevailing Wages, submit FHWA 1391 and FHWA 1392 forms to Agency, and monitor prevailing wage compliance. Collect, record, and check weekly certified payrolls per the WSDOT requirements. Agency to conduct wage rate interviews.

e. Review and track subcontractor’s Request to Sublets, Federal-Aid Project Certifications. Collect, record, and check Contractor’s and subcontractor’s weekly certified payrolls, review and track statements of intent to pay prevailing wages, submit FHWA 1391 and FHWA 1392 forms to Agency, and monitor prevailing wage and collect Affidavits of Wages Paid at project end for compliance.

f. UDDE Tracking – Monitor and confirm Contractor and UDDE subcontractors meet Contract requirements, conduct UDDE on-site review surveys, and track/submit monthly UDDE report to Agency. Notify Agency if Contractor is at risk of not achieving established UDDE goal of 7 percent.

g. Review Daily Inspector’s reports (IDR) and check Field Note Records per Agency and WSDOT requirements. We will also verify proper signatures are obtained.

h. Agency to collect Contractor’s Traffic Control Supervisor (TCS) certificate prior to TCS working on job site. Review and collect Contractor’s daily traffic control diary are prepared per WSDOT requirements.

i. Agency to prepare monthly progress (pay) payment forms and review with Contractor and Agency. Prepare and review field note records are prepared for quantities paid each month and signatures are obtained from the Inspector and the Contractor. Review payment requests by Contractor and recommend approval, as appropriate.

j. Agency to lead weekly, in-office construction meetings with the Contractor, Agency’s representative, Inspector, various regulatory or funding personnel, utility companies, and other stakeholders.
deemed necessary to help facilitate construction and construction coordination. Note: the contract identifies a 90-workday period for physical completion which equates to 18 weeks, or approximately 18 weekly meetings/site visits by the Project Manager. Prepare weekly meeting agenda and meeting notes. Track outstanding issues on weekly basis. Provide the Agency with brief weekly construction progress reports, highlighting process and advising of issues which are likely to impact cost, schedule, or quality/scope.

k. Agency to evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Estimate and/or record quality measurements of material, equipment, and manpower for determining costs for change orders. Facilitate resolution and represent the Agency’s interest in negotiation of change order with the Contractor. Coordinate with WSDOT to obtain Blue Book rates on equipment as may be applicable. Prepare change orders and change order documentation in accordance with the LAG Manual. Track force account records and verify appropriate signatures are obtained. Prepare change orders for execution by the Agency and Contractor subject to approval of the Agency and WSDOT.

l. Material Testing – Retain and coordinate with subconsultant to perform materials and compacting testing. Review material testing results and arrange for additional testing as needed. Inform Agency and Contractor of failing tests and deficiencies. Hard copy of test reports will be delivered to the Agency at the end of project.

m. Agency to conduct punch list walkthrough and provide punch list to Contractor. Coordinate final inspection with agencies.

n. Document Control – Establish and maintain document filing and tracking systems, following Agency guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project. One hard copy of files including records from hard copy originals and electronic records will be kept in the office. Electronic documentation will be stored by consultant and electronic records of files will be submitted to Agency via email or Consultant’s FTP if exceed maximum file limits.

4. Field Observation (Retainage Walls)

a. Provide on-site observation services to observe the progress of the retaining wall work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify City of non-compliance. Review means and methods employed by
Contractor and materials delivered to the site for wall construction. Coordinate with City. City to complete observation documentation.

5. Construction Staking
   
a. Provide construction staking for clearing limits, waterline, storm drainage, retaining walls, curbs, driveway profiles, and light poles.

b. Provide temporary control as needed for construction.
## EXHIBIT B

### ENGINEERING SERVICES

#### SCOPE AND ESTIMATED COST

**City of Covington - SE 164th Avenue SE (SE 269th Street to SE 264th Street)**  
**Construction Staking and Limited Contract Administration Services**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Project Manager Hours</th>
<th>Civil Eng. Hours</th>
<th>Field Inspector Hours</th>
<th>AutoCAD/GIS Tech./Eng. Intern Hours</th>
<th>Professional Land Surveyor Hours</th>
<th>Field Survey (2 person) Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bid Open/Tabs/Contracts</td>
<td>8</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Preconstruction Services</td>
<td>12</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Limited Contract Administration Services</td>
<td>80</td>
<td>184</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Field Observation (Retaining Walls)</td>
<td>2</td>
<td>6</td>
<td>64</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Construction Staking</td>
<td>8</td>
<td>12</td>
<td>64</td>
<td></td>
<td>42</td>
<td>102</td>
</tr>
</tbody>
</table>

**Hour Estimate:**

|                           | 110                   | 230              | 64                    | 64                                  | 42                               | 102                          |

**Direct Labor Cost Billing Rate Range:**

|                           | $31 to $55             | $24 to $39        | $23 to $44             | $15 to $36                          | $34 to $42                       | $45 to $66                    |

**Estimated Direct Billing Rates:**

|                           | $49                   | $36               | $40                   | $27                                 | $38                              | $65                          |

**Direct Labor Cost:**

|                           | $5,390                | $8,280            | $2,560                | $1,728                              | $1,596                           | $6,630                       |

Subtotal Direct Labor (DLC): $26,184

Indirect Labor Cost (Overhead) @ 191.21% x DLC: $50,066

Fee @ 30% x DLC: $7,855

Subtotal Labor & Fees: $84,106

Direct Non-Salary Cost:

- Mileage & Expenses (Mileage @ Current IRS Rate) $500

Subconsultant

- MTC (Materials Testing) $20,000

**SUBTOTAL ESTIMATED COST:** $104,606

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.
SUBJECT: CONSIDER RESOLUTION SUPERSEDING RESOLUTION NO. 03-203 AND AMENDING THE CITY’S RETIREMENT PROGRAM VESTING SCHEDULE

RECOMMENDED BY: Regan Bolli, City Manager

EXHIBIT(S):
1. Resolution No.03-203.
2. Proposed Resolution Superseding Resolution No. 03-203.
3. Governmental Money Purchase Plan & Trust Adoption Agreement with Amended Vesting Provisions (Section X)

PREPARED BY: Noreen Beaufreere, Personnel Manager

EXPLANATION:
On December 9, 2003, the City Council passed Resolution 03-203 authorizing the City Manager to execute an amendment to the Money Purchase Government Retirement Plan and Trust which, at that time, was administered by Nationwide Retirement Solutions. That amendment eliminated giving full credit to employees for past service with any public employer participating in PERS toward the City of Covington’s 5-year vesting schedule. It was reasoned the elimination of this credit for all future employees hired by the City of Covington would incentivize employees to remain working with the City of Covington for at least the 5-year period until full vesting would occur. It is to be noted that employees, then and now, are vested in their personal contributions to the plan from the start of their employment; it is only the City’s contributions to the plan that are subject to a vesting schedule.

Although the above-mentioned strategy may have been appropriate 15 years ago, it currently does not serve the best interests of the City. As the City has matured, so has its need increased to recruit individuals with significant experience to replace long-term employees handling a wide range of complex responsibilities. Recruiting has, for several years, been consistently challenging for key positions. Prospective candidates who are further along in their careers often have significant years in a PERS retirement plan in which they are vested. Consequently, those candidates are not eager to consider employment with the City of Covington due to the required 5-year wait to vest in our PERS replacement program.

The City has the ability to change the vesting schedule to whatever it deems most appropriate to suit its needs—including immediate vesting of new and current unvested employees, or somewhere in between immediate vesting and our current 5-year vesting. The vesting schedule recommended now is somewhere in between. As called out in Section X – Vesting Provisions on page 6 of Exhibit 3, the newly-recommended graduated vesting schedule for the City’s contributions to the retirement plan is as follows:
<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Percent Vested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zero</td>
<td>0%</td>
</tr>
<tr>
<td>One</td>
<td>25%</td>
</tr>
<tr>
<td>Two</td>
<td>50%</td>
</tr>
<tr>
<td>Three</td>
<td>100%</td>
</tr>
</tbody>
</table>

The above schedule allows newer employees to start incrementally vesting after the completion of the first year of employment with the City, with total vesting completed by the end of the third year of employment—significantly better than having to wait five (5) years to vest at 100% without any interim graduated vesting.

The City feels confident in making this recommendation at this point in the City’s history. The City has demonstrated a very good rate of employee retention, with the majority of employees staying employed by the City well beyond the 5-year vesting period. Over the years, a variety of tangible and intangible benefits, independent of the retirement plan vesting schedule, have been developed that encourage longer tenure. Therefore, rather than negatively influencing employee retention, it is felt a shorter vesting schedule will be beneficial in the recruitment of new experienced job candidates.

ALTERNATIVES:
1. Choose not to make changes to the vesting schedule of the City’s retirement program.
2. Direct staff to make alternative changes to the vesting schedule of the City’s retirement program.

FISCAL IMPACT:
The fiscal impact is difficult to predict since it is unknown how many employees will choose to leave City employment prior to five (5) years of employment.

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

Councilmember __________ moves, Councilmember ____________ seconds to approve Resolution No. ____________, superseding Resolution No. 03-203 and authorizing the City Manager to execute a Governmental Money Purchase Plan & Trust Adoption Agreement with the ICMA Retirement Corporation amending the vesting schedule from five (5) years to a graduated vesting schedule of three (3) years.

REVIEWED BY: City Manager; Finance Director; City Attorney
RESOLUTION NO. 03-203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE MONEY PURCHASE GOVERNMENT RETIREMENT PLAN AND TRUST WITH 414(h) PICK-UP OPTION ADOPTION AGREEMENT

WHEREAS, currently City employees are required to have five years’ of service in order to vest in the City’s contribution to the State Public Employees Retirement System (PERS) replacement pension account and, in addition, are given credit toward that five years for any years’ of service with any public employer participating in PERS; and

WHEREAS, the City gives credit to employees for past service toward the five (5) year vesting schedule with the City’s pension program 401(a) PERS placement; and

WHEREAS, eliminating this credit for all future employees hired with the City of Covington will be an incentive for employees to remain working with the City of Covington, for at least a five-year period until vesting would occur, thereby allowing their pension to grow; and

WHEREAS, the City Council wishes to direct implementation of this change and accept the amendment to the Money Purchase Government Retirement Plan and Trust with 414(h) Pick-up Option Adoption Agreement;
now, therefore,

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

Section 1. The City Manager is hereby authorized to execute the Amendment to the Money Purchase Government Retirement Plan and Trust with 414(h) Pick-up Option Adoption Agreement in the form as attached hereto as Exhibit “A”.

PASSED in open and regular session on this 9th day of December _________, 2003.

______________________________
Mayor Pat Sullivan

Attested:

______________________________
Jackie R. Cronk, City Clerk

APPROVED AS TO FORM:

______________________________
Duncan C. Wilson, City Attorney
ADOPTION AGREEMENT FOR

NATIONWIDE RETIREMENT SOLUTIONS GOVERNMENTAL
MONEY PURCHASE
PLAN AND TRUST

The undersigned Employer adopts NRS Governmental Money Purchase Plan and Trust for those Employees who shall qualify as Participants hereunder, to be known as the

A1 City of Covington Money Purchase Plan
(Enter Plan Name)

It shall be effective as of the date specified below. The employer hereby selects the following Plan specifications:

CAUTION: In order for the Plan to qualify under Internal Revenue Code Section 401(a), this Adoption Agreement must be properly filled out.

EMPLOYER INFORMATION

B1 Name of Employer City of Covington

B2 Address 17210 SE 272nd Street, Suite 100
Covington, WA 98042

City State Zip

Telephone (253) – 638-1110

B3 Employer Identification Number 91-1829887

B4 NAME(S) OF TRUSTEE(S)

a. City Manager

b. 

c. 

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B5 TRUSTEES' ADDRESS

a. [X] Use Employer Address

b. [ ] ____________________________________________

                             Street
                             City                State                Zip

B6 LOCATION OF EMPLOYER'S PRINCIPAL OFFICE

a. [X] State of

b. [ ] Commonwealth of

    Washington and this Plan and Trust shall be governed under the laws of the same.

B7 EMPLOYER FISCAL YEAR means the 12 consecutive month period:

Commencing on a. _______January 1st____ (e.g., January 1st) and
    month     day

ending on b. _______December 31st____.
    month     day
PLAN INFORMATION

C1 EFFECTIVE DATE

This Adoption Agreement of NRS Governmental Money Purchase Plan and Trust shall:

a. [ ] establish a new Plan effective as of ________ (hereinafter called the “Effective Date”).

b. [X] constitute an amendment and restatement in its entirety of a previously established qualified Plan of the Employer which was effective ________ (hereinafter called the “Effective Date”). Except as specifically provided in the Plan, the effective date of this amendment and restatement is ________.

C2 PLAN YEAR means the 12 consecutive month period:

Commencing on a. ________ (e.g. January 1st)

and ending on b. ________.

IS THERE A SHORT PLAN YEAR?

c. [X] No

d. [ ] Yes, beginning ________

and ending ________.

C3 ANNIVERSARY DATE of Plan (Annual Valuation Date)

a. ________ month ________ day

C4 PLAN NUMBER assigned by the Employer (select one)

a. [X]001 b. [ ]002 c. [ ] 003 d. [ ] Other ________

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A0663/WO/DOYLE/NRS/MONEY//
C5 NAME OF PLAN ADMINISTRATOR (Document provides for the Employer to appoint an Administrator. If none is named, the Employer will become the Administrator.)

a. [X] Employer (Use Employer Address and Telephone)

b. [ ] Name

______________________________

Address [ ] Use Employer Address

______________________________

City State Zip

Telephone ____________________

Administrator’s I.D. Number ____________________

C6 PLAN’S AGENT FOR SERVICE OF LEGAL PROCESS

a. [X] Employer (Use Employer Address)

b. [ ] Name

______________________________

Address

______________________________

City State Zip
ELIGIBILITY, VESTING AND RETIREMENT AGE

D1 ELIGIBLE EMPLOYEES (Plan Section 1.11) shall mean:

a. [ ] all Employees who have satisfied the eligibility requirements

b. [ ] all Employees who have satisfied the eligibility requirements in the classes checked below:
   1. [ ] Elected Officials
   2. [ ] Managers
   3. [ ] All others

c. [X] all Employees who have satisfied the eligibility requirements except those checked below:
   1. [ ] Employees hourly paid.
   2. [ ] Employees paid by salary.
   3. [ ] Employees whose employment is governed by a collective bargaining agreement between the Employer and “employee representatives” under which retirement benefits were the subject of good faith bargaining. For this purpose, the term “employee representatives” does not include any organization more than half of whose members are employees who are officers or executives of the Employer.
   4. [ ] Employees who are non-resident aliens who received no earned income (within the meaning of Code Section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)).
   5. [X] Other Temporary Workers and Part Time Summer Workers. (Specify)

NOTE: For purposes of this section, the term Employee shall include all Employees of this Employer and any leased employees deemed to be Employees under Code Section 414(n) or 414(o).
D2  HOURS OF SERVICE (Plan Section 1.21) will be determined on the basis of the method selected below. Only one method may be selected. The method selected will be applied to all Employees covered under the Plan.

a.  [X] On the basis of actual hours for which an Employee is paid or entitled to payment.

b.  [] On the basis of days worked. An Employee would be credited with ten (10) hours of service if, under the Plan, such employee would be credited with at least one (1) Hour of Service during the day.

c.  [] On the basis of weeks worked. An Employee will be credited forty-five (45) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the week.

d.  [] On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.

e.  [] On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the month.

D3  YEARS OF SERVICE (Plan Section 1.52)

a.  For Eligibility: (select one):

   [ ] Hours Method. A Year of Service shall be credited for a computation period in which an Employee completes at least _______ Hours of Service.

   [X] Elapsed Time Method.

b.  For Vesting: (select one):

   [X] Hours Method. A Year of Service shall be credited for a computation period in which an Employee completes at least _______ Hours of Service.

   [ ] Elapsed Time Method.
CONCLUSIONS OF ELIGIBILITY (Plan Section 3.1)
(See either a OR b and c, and if applicable, d)

Any Eligible Employee will be eligible to participate in the Plan if such Eligible Employee has satisfied the service and age requirements, if any, specified below:

a. [X] NO AGE OR SERVICE REQUIRED

b. [ ] SERVICE REQUIREMENT

1. [ ] None
2. [ ] ___ Months of Service
3. [ ] 1 Year of Service
4. [ ] 2 Years of Service
5. [ ] Other __________

NOTE: If the service requirement selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. If expressed in Months of Service, an Employee will not be required to complete any specified number of Hours of Service in a particular month.

c. [ ] AGE REQUIREMENT

1. [ ] N/A - No Age Requirement
2. [ ] 20 ½
3. [ ] 21
4. [ ] Other __________

d. [ ] FOR NEW PLANS ONLY - Regardless of any of the above age or service requirements, any Eligible Employee who was employed on the Effective Date of the Plan shall be eligible to participate hereunder and shall enter the Plan as of such date.
EFFECTIVE DATE OF PARTICIPATION (Plan Section 3.2)

An Eligible Employee shall become a Participant as of:

a. [X] the first day he or she met all eligibility requirements.

b. [ ] the earlier of the first day of the seventh month or the first day of the Plan Year coinciding with or next following the date on which he or she met the requirements.

c. [ ] the first day of the Plan Year coinciding with or next following the date on which he or she met the requirements.

d. [ ] the first day of the month coinciding with or next following the date on which he or she met the requirements.

e. [ ] Other: ___________________________________________________________________, provided that an Employee who has satisfied the maximum age and service requirements that are permissible in Section D4 above and who is otherwise entitled to participate, shall commence participation no later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.
VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))

The vesting schedule, based on number of Years of Service, shall be as follows:

a. [ ] 100% upon entering Plan.

b. [ ] 0-2 years 0%
   3 years 100%

d. [ ] 0-1 year 0%
   2 years 20%
   3 years 40%
   4 years 60%
   5 years 80%
   6 years 100%

e. [ ] Less than 1 year 0%
   1 year 25%
   2 years 50%
   3 years 75%
   4 years 100%

f. [ ] Less than 1 year 0%
   1 year 20%
   2 years 40%
   3 years 60%
   4 years 80%
   5 years 100%

g. [ ] 0-2 years 0%
   3 years 20%
   4 years 40%
   5 years 60%
   6 years 80%
   7 years 100%

h. [ ] Other -

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percentage</th>
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A0563/WD/DOYLE/NRS/MONEY//
D7  FOR AMENDED PLANS (Plan Section 6.4(d)) If the vesting schedule has been amended to a less favorable schedule, enter the pre-amended schedule below:

a.  [X] Vesting schedule has not been amended or amended schedule is more favorable in all years.

b.  [ ] Years of Service        Percentage
    ___________        ___________
    ___________        ___________
    ___________        ___________
    ___________        ___________
    ___________        ___________
    ___________        ___________
    ___________        ___________
    ___________        ___________
    ___________        ___________
    ___________        ___________
D8 VESTING (Plan Section 6.4(f)) In determining Years of Service for vesting purposes, Years of Service attributable to the following shall be EXCLUDED.

a. [ ] Service prior to the Effective Date of the Plan or a predecessor plan.
b. [ ] Service prior to the time an Employee attained age 18.
c. [X] N/A – No Years of Service shall be excluded.

D9 PLAN SHALL RECOGNIZE SERVICE WITH PREDECESSOR EMPLOYER

a. [X] No.
b. [ ] Yes: Years of Service with Any Public Employer Participating in a State Public Employees Retirement System shall be recognized for all purposes of this Plan.

NOTE: If the predecessor Employer maintained this qualified Plan, then Years of Service with such predecessor Employer shall be recognized pursuant to Section 1.51 and b. must be marked.

D10 NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.29) means:

a. [ ] the date a Participant attains his or her _________ birthday. (not to exceed 65th)
b. [X] the later of the date a Participant attains his or her _______ 59 1/2 ______ birthday (not to exceed 65th) or the _______ 5th ______ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

D11 NORMAL RETIREMENT DATE (Plan Section 1.30) shall commence:

a. [ ] as of the Participant’s "NRA."

OR (must select b. or c. AND 1. or 2.)

b. [X] as of the first day of the month . . .
c. [ ] as of the Anniversary Date . . .

1. [X] coinciding with or next following the Participant’s "NRA"
2. [ ] nearest the Participant’s "NRA."
D12  EARLY RETIREMENT DATE (Plan Section 1.9) means the:

a.  [X] No Early Retirement provision provided.

b.  [ ] date on which a Participant . . .

c.  [ ] first day of the month coinciding with or next following the date on which a Participant . . .

d.  [ ] Anniversary Date coinciding with or next following the date on which a Participant . . .

AND, if b, c, or d was selected . . .

[ ] attains his or her _________ birthday and has
[ ] completed at least _________ Years of Service.

e.  [ ] A Participant who attains his or her Early Retirement Date shall:

1.  [ ] be 100 % vested upon attainment of his or her Early Retirement Date.

2.  [ ] be subject to the vesting schedule set forth in Section D6 of the Adoption Agreement.
CONTRIBUTIONS, ALLOCATIONS, AND DISTRIBUTIONS

E1. a. COMPENSATION (Plan Section 1.7) with respect to any Participant means:

1. [X] Wages, tips, and other compensation on Form W-2.
2. [ ] Section 3401(a) wages (wages for withholding purposes).
3. [ ] 415 safe-harbor compensation.

b. COMPENSATION shall be

1. [X] actually paid (must be selected if Plan is integrated)
2. [ ] accrued

c. HOWEVER, for non-integrated plans, Compensation shall exclude (select all that apply):

1. [X] N/A. No exclusions
2. [ ] overtime
3. [ ] bonuses
4. [ ] other __________

d. FOR PURPOSES OF THIS SECTION E1, Compensation shall be based on:

1. [X] the Plan Year.
2. [ ] the Fiscal Year coinciding with or ending within the Plan Year.
3. [ ] the Calendar Year coinciding with or ending within the Plan Year.

NOTE: The Limitation Year shall be the same as the year on which Compensation is based.

e. HOWEVER, for an Employee’s first year of Participation, Compensation shall be recognized as of:

1. [ ] the first day of the Plan Year.
2. [X] the date the Participant entered the Plan.

f. IN ADDITION, COMPENSATION 1. [X] shall 2. [ ] Shall not include compensation which is not currently includible in the Participant’s gross income by reason of the application of Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), 414(h) or 457(b).
FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION

FOR A NON-INTEGRATED PLAN

For Participants who are eligible for PERS:

a. [X] 5.6% of Compensation representing Social Security Replacement (100% vested)

b. [X] 7.5% of Compensation representing PERS Replacement (subject to vesting)

For Participants not eligible for PERS

a. [X] 5.6% of Compensation representing Social Security Replacement (100% vested)

FOR AN INTEGRATED PLAN

b. [ ] _______% of each Participant's TOTAL Compensation, plus

c. [ ] _______% (see Note below) of such Compensation in excess of:

d. [ ] The Taxable Wage Base.

e. [ ] The greater of $10,000 or 20% of the Taxable Wage Base.

f. [ ] _______% of the Taxable Wage Base (see Note below).

g. [ ] $___________. (see note below).

h. [ ] $__________, and increasing by _________% of the actual dollar increase in the Taxable Wage Base for each subsequent year.

NOTE: The excess percentage specified in c. above may not exceed the lesser of the following limits and shall be adjusted each year as appropriate.

1. The base percentage specified in b. above.
2. 5.7%.
3. 4.3% if f. or g. above is more than 20% and less than or equal to 80% of the Taxable Wage Base.
4. 4.4% if f. or g above is less than 100% and more than 80% of the Taxable Wage Base.

FOR A 457 PLAN CONTRIBUTION CONTINGENCY

a. [ ] A Participant in this Plan is required to make a contribution to the Employer's deferred compensation plan (457 Plan) in the amount of $__________ or _______% per pay period to receive an Employer matching contribution in this Plan. The Employer's matching contribution shall be:

1. [ ] An amount equal to $__________ per pay period for each Employee eligible to receive an employer matching contribution.

2. [ ] An amount equal to _________% of the amount that each Employee defers under the Employer's 457 Plan subject to a maximum of _________ per (e.g. pay period)

3. [ ] Other ____________________________

or such other amount as the Employer shall authorize by resolution.
E3 FORFEITURES (Plan Section 4.3(e))

a. [X]Forfeitures of contributions other than matching contributions shall be . . .

1. [ ] N/A No Employer’s contribution other than matching or Employer contribution (other than matching) is fully vested.
2. [ ] Allocated to all Participants eligible to share in the allocations in the same proportion that each Participant’s Compensation for the year bears to the Compensation of all Participants for such year.
3. [ ] Allocated to all Participants eligible to share in the allocations in the same proportion that each Participant’s Compensation for the year bears to the Compensation of all Participants for such year. NOTE: Employer forfeitures (other than matching forfeitures) shall only be allocated to all Participants who have a subaccount on the last day of the Plan Year in which such amounts were forfeited and allocated to such Participant’s subaccount.
4. [X] Used to reduce Employer’s contribution (other than matching).
5. [ ] Applied to offset administrative expenses of the Plan. If forfeitures exceed the administrative expenses, 2 will apply to such excess.

E4 ALLOCATIONS TO ACTIVE PARTICIPANTS (Plan Section 4.3)

A Participant :

a. [X] shall
b. [ ] shall not

be required to complete a Year of Service in order to share in any Contributions or Forfeitures (if reallocated).

NOTE: A Year of Service for allocation purposes will be credited for a computation period in which an Employee completes at least ___ (insert 1,000 or fewer) Hours of Service.

E5 PARTICIPATING EMPLOYEES’ MANDATORY EMPLOYEE CONTRIBUTIONS

For Participants who are eligible for PERS:

a. [X] 6.2 % of Compensation representing Social Security Replacement(100% vested)
b. [X] 3.3 % of Compensation representing PERS Replacement(100% Vested)

For Participants not eligible for PERS:

a. [X] 6.2 % of Compensation representing Social Security Replacement(100% vested)

Note: The Mandatory Contribution shall be considered “picked up” by the Employer under Section 414(h) of the code.

All Eligible Employees are required to make a Mandatory Contribution as a condition of employment.
E6  ALLOCATIONS TO TERMINATED PARTICIPANTS (Plan Section 4.3(f))
Any Participant who terminated employment during the Plan Year for reasons other than death, Total
and Permanent Disability or retirement:

a. [X] shall share in the allocations of Contributions and Forfeitures provided such Participant
completed more than ___ Hours of Service.
b. [ ] shall not share in the allocations of Contributions and Forfeitures regardless of Hours of
Service.

Note: All forfeitures shall be allocated in accordance with Section E3.

E7  ALLOCATIONS TO TERMINATED PARTICIPANTS (Plan Section 4.3(G))

Any Participant who terminated employment during the Plan Year as a result of death, Total and
Permanent Disability or retirement:

a. [X] shall share in the allocations as provided in Section 4.3 of the basic plan document regardless of
whether they complete the service requirement specified in E6 above.
b. [ ] shall not receive an allocation unless the Participant completes the service requirement specified
in E6 above.
LIMITATIONS ON ALLOCATIONS (Plan Section 4.4)

a. If any Participant is or was covered under another qualified defined contribution plan maintained by the Employer, or if the Employer maintains a welfare benefit fund, as defined in Code Section 415 (1)(2), under which amounts are treated as Annual Additions with respect to any Participant in this Plan:

1. [X] N/A.

2. [ ] The provisions of Section 4.3(b) of the Plan will apply as if the other plan were a Master or Prototype Plan.

3. [ ] Provide the method under which the Plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.

b. If any participant is or ever has been a Participant in a defined benefit plan maintained by the Employer:

1. [X] N/A.

2. [ ] In any Limitation Year, beginning before January 1, 2000, the Annual Additions credited to the Participant under this Plan may not cause the sum of the Defined Benefit Plan Fraction and the Defined Contribution Fraction to exceed 1.0. If the Employer’s contribution that would otherwise be made on the Participant’s behalf during the limitation year would cause the 1.0 limitation to be exceeded, the rate of contribution under this Plan will be reduced so that the sum of the fractions equals 1.0. If the 1.0 limitation is exceeded because of an Excess Amount, such Excess Amount will be reduced in accordance with Section 4.4(a)(4) of the Plan.

3. [ ] Provide the method under which the Plans involved will satisfy the 1.0 limitation in a manner that precludes Employer discretion.
DISTRIBUTIONS UPON DEATH (Plan Section 6.6(h))
Distributions upon the death of a Participant prior to receiving any benefits shall . . .

a. [X] be made pursuant to the election of the Participant or Beneficiary.
b. [ ] begin within 1 year of death for a designated beneficiary and be payable over the life (or over a period not exceeding the life expectancy) of such beneficiary, except that if the beneficiary is the Participant’s spouse, begin within the time the Participant would have attained age 70 2.
c. [ ] be made within 5 years of death for all beneficiaries.
d. [ ] other

LIFE EXPECTANCIES (Plan Section 6.5(f)) for minimum distributions required pursuant to Code Section 401(a)(9) shall . . .

a. [X] be recalculated at the Participant’s election.
b. [ ] be recalculated.
c. [ ] not be recalculated.

CONDITIONS FOR DISTRIBUTIONS UPON TERMINATION
Distributions upon termination of employment pursuant to Section 6.4(a) of the Plan shall not be made unless the following conditions have been satisfied:

a. [X] N/A. Immediate distributions may be made at Participant’s election.
b. [ ] The Participant has incurred _____ 1-Year Break(s) in Service.
c. [ ] The Participant has reached his or her Early or Normal Retirement Age.
d. [ ] Distributions may be made at the Participant’s election on or after the Anniversary Date following termination of employment.
e. [ ] Other

FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)
Distributions under the Plan may be made . . .

a. [ ] in annuities
b. [X] in lump sums
c. [ ] in lump sums or installments
d. [ ] in other

AND, regardless of any provisions in the Plan to the contrary, if the Participant’s vested interest derived from Employer and Employee contributions does not exceed $5,000 shall an immediate distribution be made?

e. [X] Yes
f. [ ] No

The provisions of Section 6.12, concerning domestic relations orders, [X] shall [ ] shall not apply.
MISCELLANEOUS

F1 Loans to Participants (Plan Section 7.4)

a. [ ] Yes, loans may be made up to the lesser of $50,000, reduced as provided in Section 7.4 of the Plan, or 1/2 of the Participant's vested interest.
b. [X] No, loans may not be made.

IF YES, (check all that apply)

c. [ ] loans shall be treated as a Directed Investment.
d. [ ] loans shall be made for hardship or financial necessity.
e. [ ] the minimum loan shall be $1,000.
f. [ ] loan payments [ ] will [ ] will not be suspended under this Plan as permitted under Code Section 414(u).

F2 DIRECTED INVESTMENT ACCOUNTS (Plan Section 4.8) are permitted for the interest in any one or more accounts.

a. [X] Yes
b. [ ] No

F3 TRANSFERS FROM QUALIFIED PLANS (Plan Section 4.6)

a. [X] Yes, transfers from qualified plan (and rollovers) will be allowed.
b. [ ] No, transfers from qualified plans (and rollovers) will not be allowed.

AND, transfers shall be permitted . . .

c. [X] from any Employee, even if not a Participant.
d. [ ] from Participants only.

F4 EMPLOYEES' VOLUNTARY CONTRIBUTIONS (Plan Section 4.7)

a. [ ] Yes, Voluntary Contributions are allowed subject to the limits of Section 4.7.
b. [X] No, Voluntary Contributions will not be allowed.
LIFE INSURANCE (Plan Section 7.2 (d)) may be purchased with Plan contributions.

a. [X] No life insurance may be purchased.
b. [ ] Yes, at the option of the Administrator.
c. [ ] Yes, at the option of the Participant.

AND, the purchase of initial or additional life insurance shall be subject to the following limitations, in addition to the Plan limitations:

(Select all that apply)

d. [ ] N/A, no limitations.
e. [ ] each initial Contract shall have a minimum face amount of $ ____________.
f. [ ] each additional Contract shall have a minimum face amount of $ ____________.
g. [ ] the Participant has completed _____ Years of Service.
h. [ ] the Participant has completed _____ Years of Service while a Participant in the Plan.
i. [ ] the Participant is under age _____ on the Contract issue date.
j. [ ] the maximum amount of all Contracts on behalf of a Participant shall not exceed $ ________.
k. [ ] the maximum face amount of life insurance shall be $ ____________.
l. [ ] A Participant shall be 100% vested in life insurance upon purchase.
m. [ ] The date in any Plan Year on which life insurance shall be purchased shall be _________.
In order to obtain reliance with respect to plan qualification, the Employer must apply to the appropriate Key District Office for a determination letter.

This Adoption Agreement may be used only in conjunction with the NRS Governmental Defined Contribution Plan and Trust Document. This Adoption Agreement and the basic Plan document shall together be known as NRS Governmental Money Purchase Plan and Trust.

The adoption of this Plan, the qualification of the Plan and Trust under Code Sections 401(a) and 501(a), respectively, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.
IN WITNESS WHEREOF, the Employer and Trustee hereby cause this Plan to be executed on this 1 day of [Month] 2013. Furthermore, this Plan may not be used unless acknowledged by NRS or its authorized representative.

EMPLOYER: City of Covington

By: [Signature]

City Manager

TRUSTEE

TRUSTEE

TRUSTEE

PARTICIPATING EMPLOYER:

CITY OF COVINGTON
(enter name)

By: [Signature]

Andy Dempsey, City Manager
RESOLUTION NO. 2019-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON; SUPERSEDING RESOLUTION NO. 03-203 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT WITH THE ICMA RETIREMENT CORPORATION AMENDING THE VESTING SCHEDULE

WHEREAS, City employees are currently required to have five (5) years of service in order to vest in the City’s contribution to the Public Employees Retirement (PERS) Replacement Account in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust; and

WHEREAS, the City has experienced difficulty in recruiting candidates with the knowledge and experience necessary to replace long-term employees in key positions whose responsibilities and works tasks have increased in complexity in the 15 years since the 5-year vesting requirement was established; and

WHEREAS, candidates possessing the necessary knowledge and experience to adequately fill key positions in the City are reluctant to either apply for these positions or accept an offer of employment due to the inability to vest in the City’s retirement plan until 5 years of City employment have been completed; and

WHEREAS, it has therefore been determined that a graduated vesting plan that results in 100% vesting by the completion of the third year of employment would provide an increased incentive to prospective job candidates already vested in a PERS retirement program to seek and accept employment with the City of Covington; now, therefore,

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

Section 1. The City Council does hereby approve the following vesting schedule as called out in Section X – Vesting Provisions (page 6) of the Governmental Money Purchase Plan & Trust Adoption Agreement in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust:

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<th>Percent Vested</th>
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<td>50%</td>
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<tr>
<td>Three Years</td>
<td>100%</td>
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PASSED in open and regular session on this 25th day of June 2019.

ATTESTED:

________________________
Sharon Scott
City Clerk

APPROVED AS TO FORM:

________________________
Kathy Hardy
City Attorney

Mayor Jeff Wagner
ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT

Plan Number 106212

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF COVINGTON PERS REPLACEMENT (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☑ Yes ☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF COVINGTON PERS REPLACEMENT

I. Employer: CITY OF COVINGTON

II. Effective Dates

1. Effective Date of Restatement. If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: July 1, 2019

(Note: An alternate effective date can be no earlier than January 1, 2007.)

☐ 2. Effective Date of New Plan. If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

☐ 3. Special Effective Dates. Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☑ The twelve (12) consecutive month period commencing on January 1 and each anniversary thereof.

IV. Normal Retirement Age shall be age 55.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good
Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(i)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

   ____ All Employees
   ____ All Full Time Employees
   ____ Salaried Employees
   ____ Non union Employees
   ____ Management Employees
   ____ Public Safety Employees
   ____ General Employees
   ✓ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) Regular employees

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. Note: As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A ________.

   If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A ________ (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows: (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

   Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

   ✓ A. Employer Contributions. The Employer shall contribute on behalf of each Participant ________ 7.5% of Earnings or $ ________ for the Plan Year (subject to the limitations of Article V of the Plan).

      Mandatory Participant Contributions

      ✓ are required  ☐ are not required

      to be eligible for this Employer Contribution.

   ☐ B. Mandatory Participant Contributions for Plan Participation.

      Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

      ☐ Yes  ☐ No
Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes  ☐ No

Contribution Schedule:

(i)   3.3% of Earnings,
(ii) $______, or
(iii) a whole percentage of Earnings between the range of _________ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer “Pick up”. The Employer hereby elects to “pick up” the Mandatory Participant Contributions (pick up is required if Option A is not selected).

☐ Yes  ☐ No ("Yes is the default provision under the Plan if no selection is made.")

☐ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of ____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee’s election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee’s original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant ____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed ____% of Earnings or $_______. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant’s behalf in that Plan Year.

☐ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

____% of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding ____% of Earnings or $_______);

1 Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are “picked up” by the Employer are not includable in the Participant’s gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).
PLUS ___% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ___% of Earnings or $ ____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $ _____ or ____% of Earnings, whichever is ___ more or ___ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes  ☑ No ("No" is the default provision under the Plan if no selection is made.)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☑ Yes  ☐ No ("Yes" is the default provision under the Plan if no selection is made.)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes  ☑ No ("No" is the default provision under the Plan if no selection is made.)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:
VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
   ☑ Yes ☐ No

2. Bonuses
   ☑ Yes ☐ No

3. Other Pay (specifically describe any other types of pay to be included below)
   Call out

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

   ☑ Yes ☐ No ("Yes" is the default provision under the Plan if no selection is made.)

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

   ☐ Effective Date is ____________________________.

   (Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

   ☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period:

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007.

   (The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)
X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

<table>
<thead>
<tr>
<th>Period of Service Completed</th>
<th>Percent Vested</th>
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<tbody>
<tr>
<td>Zero</td>
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<tr>
<td>One</td>
<td>25 %</td>
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<td>Ten</td>
<td>%</td>
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</tbody>
</table>

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

☑ Normal Retirement Age
☐ Age 70½ ("70½ is the default provision under the Plan if no selection is made.")
☐ Alternate age (after Normal Retirement Age): ____________________________
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

☐ Yes ☑ No ("Yes" is the default provision under the plan if no selection is made.)

3. Tax-free distributions of up to $3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

☐ Yes ☑ No ("No" is the default provision under the Plan if no selection is made.)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

☑ Yes ☐ No ("No" is the default provision under the Plan if no selection is made.)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

☐ Yes ☑ No ("No" is the default provision under the Plan if no selection is made.)
XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.

☑ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant’s naming another Beneficiary. (“Beneficiary Spousal Consent Election” is the default provision under the Plan if no selection is made.)

☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant’s death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

☐ All Eligible Employees
☐ Other: ____________________________

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation
☐ B. Accrued unpaid sick leave
☐ C. Accrued unpaid vacation and sick leave
☐ D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):

☐ 1. Employer Final Pay Contribution. The Employer shall contribute on behalf of each Participant ________% of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. Employee Designated Final Pay Contribution. Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee’s election shall remain in force and may not be revised or revoked.
XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ All Eligible Employees
☐ Other: __________________________

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation
☐ B. Accrued unpaid sick leave
☐ C. Accrued unpaid vacation and sick leave
☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

☐ 1. Employer Accrued Leave Contribution. The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of ___________ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _______% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. Employee Designated Accrued Leave Contribution.

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _______% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _______% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator in writing that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.
XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this ______ day of ________, 20____.

EMPLOYER

By: ____________________________________________

Print Name: Regan Bolli

Title: City Manager

Attest: __________________________________________

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: ____________________________________________

Print Name: ____________________________________

Title: _________________________________________

Attest: _________________________________________
SUBJECT: DISCUSS SELECTION OF CITIZEN AND HONORARY CITIZEN OF THE YEAR.

RECOMMENDED BY: Karla Slate, Communications and Marketing Manager

ATTACHMENT(S):
1. Nominations for Citizen of the Year and Honorary Citizen of the Year to be provided as handout.

PREPARED BY: Karla Slate, Communications and Marketing Manager

EXPLANATION:
In years past, the City has recognized Citizens of the Year for their contributions to the community of Covington. The person(s) selected will be honored by the City at the July 9 Council meeting and at the Covington Days Festival on July 20. Previous Citizens of the Year include:

1998  Dianne Heide
1999  Eric Doan, Larry Harto, Margaret Harto, and Dr. William H. Modglin, Jr.
2000  Larry Clements and Sharon Clements
2001  Gerry Crick and Don Henning
2002  Mary Pritchard
2003  Steve Delvo
2004  Pat Sullivan
2005  Rob MacDonald
2006  Lloyd Evens
2007  Kevin Holland and Meg Holland
2008  Dave Lucavish
2009  Barbara Grohe
2010  Jim Schneider
2011  George and Susan Pearson
2012  Jeff Wagner
2013  Bryan Higgins
2014  Steven Pand
2015  Laura Morrissey
2016  Chele Dimmett
2017  Jason Morrison
2018  Jennifer Harjehausen

The City has also recognized non-residents of Covington as Honorary Citizens of the Year for their contributions to the community. Previous Honorary Citizens of the Year Include:

2001  Jim Ramseth and Pat Ramseth
2002  Katie Pagenkopf  
2003  Bob Nelson  
2004  Shar Wagers and Greg Wingard  
2006  Sue Smith  
2007  Hugh Kodama  
2008  Sonia Foss  
2009  Daniel Key  
2010  Jean Young  
2011  Richard and Ina Balash  
2012  Leslie Hamada  
2013  Julie Stein  
2014  Krista Bates  
2015  Kevin Klason  
2016  Mel and Rosie Knott  
2017  Karen Brown  
2018  Laura Roth  

In 2018, as in years past, promotional materials were prepared and distributed to announce that the City was accepting nominations and nomination forms were available online and at City Hall. Nominations were accepted from May 9 through June 5.

ALTERNATIVES:
A. Re-open nomination period.
B. Do not select a Citizen or Honorary Citizen of the Year.

FISCAL IMPACT:
None.

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

Councilmember ___________ moves, Councilmember ____________ seconds, to name ________________ as Covington’s Honorary Citizen of the Year for 2018.

Councilmember ___________ moves, Councilmember ____________ seconds, to name ________________ as Covington’s Citizen of the Year for 2018.
DISCUSSION OF FUTURE AGENDA ITEMS:

6:20 p.m., Tuesday, July 9, 2019 Special Meeting
Interviews for CEDC & Planning Commission

7:00 p.m., Tuesday, July 9, 2019 Regular Meeting

(Draft Agendas Attached)
Council will interview Economic Development Council and Planning Commission applicants beginning at 6:20 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
- 2019 Citizen of the Year Proclamation
- 2019 Honorary Citizen of the Year Proclamation

RECEPTION FOR CITIZEN AND HONORARY CITIZEN OF THE YEAR

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: June 25, 2019 Special & Regular Meetings (Scott)
C-2. Vouchers (Hendrickson)
C-3. Approve Maple Hills Phase III-B Final Plat (Estep)

PUBLIC HEARING
1. Receive Public Testimony and Consider Adoption of Resolution Stating the City Council’s Support of Puget Sound Regional Fire Authority Proposition 1 on the August 6, 2019 Ballot (Bolli)

NEW BUSINESS
2. Shoreline Master Plan Periodic Update ((Mueller)
3. Summit Action Items Update (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).