

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



Tuesday, April 9, 2013
7:00 p.m.

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

Council will interview Arts Commission applicants beginning at 5:40 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

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

APPROVE CONSENT AGENDA

- C-1. Vouchers (Hendrickson)
- C-2. Resolution to Authorize Surplus Vehicles (Junkin)

PUBLIC HEARING

- 1. Receive Comments from the Public and Consider Ordinance Creating Transportation Benefit District (Hendrickson)

CONTINUED BUSINESS

- 2. Consider Solid Waste Contract with Republic Services (Akramoff)

NEW BUSINESS

- 3. Consider Appointments to Arts Commission. (Council)
- 4. Discuss Covington Community Park Fencing (Akramoff)
- 5. Landscape Maintenance Agreement for Covington Community Park (Akramoff/Junkin)
- 6. Preliminary Public Education Plan re Transportation Benefit District (Slate)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial 253-480-2400.

Consent Agenda Item C-1

Covington City Council Meeting

Date: April 9, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #29164—29224, in the Amount of \$297,969.27, Dated March 18, 2013; and Paylocity Payroll Checks #1001141788-1001141802 Inclusive, Plus Employee Direct Deposits in the Amount of \$146,186.67, Dated March 29, 2013.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #29164—29224, in the Amount of \$297,969.27, Dated March 18, 2013; and Paylocity Payroll Checks #1001141788-1001141802 Inclusive, Plus Employee Direct Deposits in the Amount of \$146,186.67, Dated March 29, 2013.

March 18, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 29164 Through Check # 29224

In the Amount of \$297,969.27

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail By Check Date

User: scles
 Printed: 3/21/2013 - 1:31 PM



			Check Amount
Check No:	29164	Check Date: 03/18/2013	
Vendor:	2094	"Poly" Bag, LLC	
30922		Maint shop; garbage bags	91.42
30922		Maint shop; garbage bags	182.82
30922		Maint shop; garbage bags	182.82
			457.06
Check No:	29165	Check Date: 03/18/2013	
Vendor:	2625	ACCIS	
1194545-5358999		Morrissey; ACCIS Spring conference, registratio	250.00
			250.00
Check No:	29166	Check Date: 03/18/2013	
Vendor:	0206	AFLAC	
787182		Insurance premiums; March	621.58
			621.58
Check No:	29167	Check Date: 03/18/2013	
Vendor:	1534	APWA - WA State Chapter	
14025		Vondran; NWPI Developing Leader, registration	300.00
14025		Vondran; NWPI Developing Leader, registration	200.00
14025		Junkin; NWPI Developing Leader, registration	200.00
14025		Junkin; NWPI Developing Leader, registration	200.00
14025		Junkin; NWPI Developing Leader, registration	100.00
			1,000.00
Check No:	29168	Check Date: 03/18/2013	
Vendor:	2033	Aquatic Specialty Services	
3960		Aquatics; defoamer	208.51
3963		Aquatics; pool chemicals	561.84
3969		Aquatics; clean/calibration service, February	124.90
			895.25
Check No:	29169	Check Date: 03/18/2013	
Vendor:	0019	AWC Employee Benefits Trust	
100315L0420130		Medical Insurance Premiums, April	8,814.59
100315L0420130		Medical Insurance Premiums, April	6,371.77
100315L0420130		Medical Insurance Premiums, April	2,150.92
100315L0420130		Medical Insurance Premiums, April	2,093.71
100315L0420130		Medical Insurance Premiums, April	2,143.01
100315L0420130		Medical Insurance Premiums, April	6,178.39
100315L0420130		Medical Insurance Premiums, April	1,536.90
100315L0420130		Medical Insurance Premiums, April	2,159.12
100315L0420130		Medical Insurance Premiums, April	721.44
100315L0420130		Medical Insurance Premiums, April	838.16
100315L0420130		Medical Insurance Premiums, April	5,066.89
100315L0420130		Medical Insurance Premiums, April	8,862.81

			Check Amount
			46,937.71
Check No:	29170	Check Date: 03/18/2013	
Vendor:	2540	Billings Electric	
13021203		City hall; recessed light repair	418.11
			418.11
Check No:	29171	Check Date: 03/18/2013	
Vendor:	1868	The Brickman Group Ltd, LLC	
5101578411		Streets; landscaping, March	4,114.10
5101578411		Parks; landscaping, March	1,420.63
			5,534.73
Check No:	29172	Check Date: 03/18/2013	
Vendor:	2366	CenturyLink Business Services	
1251284725		Aquatics; loop/internet, February	475.00
			475.00
Check No:	29173	Check Date: 03/18/2013	
Vendor:	0366	City of Covington	
0366-3		SWM utility tax; February	225.39
0366-3		SWM utility tax; adjustment from December 201	5,604.66
			5,830.05
Check No:	29174	Check Date: 03/18/2013	
Vendor:	0208	City of Kent	
RI 26864		Fire Investigation services; 4th Quarter 2012	2,013.00
RI 26864		Fire services; 4th Quarter 2012	10,207.50
			12,220.50
Check No:	29175	Check Date: 03/18/2013	
Vendor:	1091	Complete Office Solutions	
924323-0		Storage files	124.22
924323-0		Poly zip bags	34.30
			158.52
Check No:	29176	Check Date: 03/18/2013	
Vendor:	2487	Costco Wholesale Corporation	
2487-5		Traffic mitigation fee, payment 5	84,225.59
			84,225.59
Check No:	29177	Check Date: 03/18/2013	
Vendor:	1952	Covington Copy It...Mail It	
29109		Postage; Fedex to GIS	9.43
			9.43
Check No:	29178	Check Date: 03/18/2013	
Vendor:	0706	Covington Retail Associates	
0706-3		1st floor; building lease, April	25,089.75
0706-3		1st floor; operating expenses, April	9,435.61
0706-3-1		2nd floor; building lease, April	3,200.83
0706-3-1		2nd floor; operating expenses, April	1,456.53
			39,182.72
Check No:	29179	Check Date: 03/18/2013	
Vendor:	0537	Covington Water District	
104587-3		Crystal view; water, 2/16-3/15/13	26.35

105731-3	SR 516; water, 2/16-3/15/13	50.40
107666-3	CCP; water, 1/19-3/15/13	37.00
108188-3	Skate park; water, 1/19-3/15/13	52.70
122505-3	Maint shop; water, 1/19-3/15/13	24.74
122505-3	Maint shop; water, 1/19-3/15/13	12.37
122505-3	Maint shop; water, 1/19-3/15/13	24.74
132669-3	CCP; water, 1/19-3/15/13	52.70
132670-3	CCP; water, 2/16-3/15/13	122.45
		<hr/>
		403.45
Check No:	29180 Check Date: 03/18/2013	
Vendor:	1996 Facility Maintenance Contractors	
SALES014650130315	Maint shop; janitorial service	105.60
SALES014650130315	Maint shop; janitorial service	52.80
SALES014650130315	Maint shop; janitorial service	105.60
		<hr/>
		264.00
Check No:	29181 Check Date: 03/18/2013	
Vendor:	2078 Girard Resources & Recycling, LLC	
14921	Crushed rock	16.27
		<hr/>
		16.27
Check No:	29182 Check Date: 03/18/2013	
Vendor:	2553 Gordon Thomas Honeywell Governmental	
Feb 13 1123	Governmental Affairs services; February	1,666.67
		<hr/>
		1,666.67
Check No:	29183 Check Date: 03/18/2013	
Vendor:	0354 Grainger	
9078780526	Aquatics; baby changing station strap	21.16
		<hr/>
		21.16
Check No:	29184 Check Date: 03/18/2013	
Vendor:	0302 Gray & Osborne	
10445.00-24	Aqua Vista, engineering; 2/3-3/2/13	1,117.43
12559.00-4	156th/160th Ave Federal Classification; 2/3-3/2/	536.77
		<hr/>
		1,654.20
Check No:	29185 Check Date: 03/18/2013	
Vendor:	1770 Richard Hart	
1770-3	Hart; BERK consultants meeting, parking	11.96
1770-3	Hart; BERK consultants meeting, parking	5.12
		<hr/>
		17.08
Check No:	29186 Check Date: 03/18/2013	
Vendor:	1271 Rob Hendrickson	
13-08	Hendrickson; 2013 flexible spending	222.10
		<hr/>
		222.10
Check No:	29187 Check Date: 03/18/2013	
Vendor:	1722 Honey Bucket	
1-625118	Skate park; portable toilet, 3/5-4/4/13	204.75
		<hr/>
		204.75
Check No:	29188 Check Date: 03/18/2013	
Vendor:	1803 Iron Mountain	
GST1975	Document storage; 3/1-3/31/13	142.00

			Check Amount
			142.00
Check No:	29189	Check Date: 03/18/2013	
Vendor:	1007	Ross Junkin	
1007-3		Junkin; APWA conference, mileage/per diem	72.83
1007-3		Junkin; APWA conference, mileage/per diem	72.84
1007-3		Junkin; APWA conference, mileage/per diem	36.42
			182.09
Check No:	29190	Check Date: 03/18/2013	
Vendor:	0050	Kent School District	
0050-3		School mitigation payable; February	21,944.00
			21,944.00
Check No:	29191	Check Date: 03/18/2013	
Vendor:	0111	Kenyon Disend, PLLC	
17089		Comcast cable franchise; legal services, February	67.50
			67.50
Check No:	29192	Check Date: 03/18/2013	
Vendor:	0143	King County Finance	
18375-18376		Street services; February	859.12
			859.12
Check No:	29193	Check Date: 03/18/2013	
Vendor:	2020	Judy LeBlanc	
2020-2012		Utility tax rebate; electricity	45.41
2020-2012		Utility tax rebate; natural gas	39.78
2020-2012		Utility tax rebate; solid waste	13.78
2020-2012		Utility tax rebate; cable	39.10
			138.07
Check No:	29194	Check Date: 03/18/2013	
Vendor:	2614	Legacy Group	
7439		City hall; carpet labor	14,506.27
7439		City hall; carpet labor, retainage	-725.31
7536		City hall; carpet, retainage	-12.20
7536		City hall; carpet	243.96
			14,012.72
Check No:	29195	Check Date: 03/18/2013	
Vendor:	2114	Lloyd Enterprises, Inc.	
2		Aqua Vista, construction; 1/1-2/2/13	11,407.00
2		Aqua Vista, retainage; 1/1/13-2/2/13	-570.35
2		Aqua Vista; construction, 12/15-12/31/12	5,876.33
2		Aqua Vista; retainage, 12/15-12/31/12	-293.82
			16,419.16
Check No:	29196	Check Date: 03/18/2013	
Vendor:	1878	MacLeod Reckord	
6661		CIP 1010; Phs 1 development, 2/1-2/28/13	4,465.66
			4,465.66
Check No:	29197	Check Date: 03/18/2013	
Vendor:	1410	Marlla Mhoon	
1410-3		Mhoon; various meetings, mileage/parking	195.03

			Check Amount
			195.03
Check No:	29198	Check Date: 03/18/2013	
Vendor:	1901	Modern Building Systems, Inc.	
0053065		Maint shop; building lease, 4/1-5/1/13	569.06
0053065		Maint shop; building lease, 4/1-5/1/13	284.54
0053065		Maint shop; building lease, 4/1-5/1/13	569.06
			1,422.66
Check No:	29199	Check Date: 03/18/2013	
Vendor:	1688	Mountain Mist	
054257-3		City Hall; bottled water, February	111.28
054257-3		Maint Shop; bottled water, February	12.79
054257-3		Maint Shop; bottled water, February	6.40
054257-3		Maint Shop; bottled water, February	12.79
054257-3		Aquatics; bottled water, February	37.57
			180.83
Check No:	29200	Check Date: 03/18/2013	
Vendor:	1487	NAPA Auto Parts	
658898		Maint shop; shop towels, gloves	17.86
658898		Maint shop; shop towels, gloves	35.72
658898		Maint shop; shop towels, gloves	35.72
659324		#2883; headlight/light socket	13.12
660001		#3307; light	84.27
661666		Zip ties	8.51
			195.20
Check No:	29201	Check Date: 03/18/2013	
Vendor:	1671	New York Catering	
5		Council summit; catered lunch	190.75
			190.75
Check No:	29202	Check Date: 03/18/2013	
Vendor:	0682	Nextel Communications	
550142028-130		Cellular service, 3/8-4/7/13	67.03
550142028-130		Cellular service, 3/8-4/7/13	304.43
550142028-130		Cellular service, 3/8-4/7/13	25.37
550142028-130		Cellular service, 3/8-4/7/13	77.65
550142028-130		Cellular service, 3/8-4/7/13	111.56
550142028-130		Cellular service, 3/8-4/7/13	38.84
550142028-130		Cellular service, 3/8-4/7/13	232.41
			857.29
Check No:	29203	Check Date: 03/18/2013	
Vendor:	2013	Manfred Nitzsche	
2013-2012		Utility tax rebate; electricity	33.20
2013-2012		Utility tax rebate; natural gas	44.51
2013-2012		Utility tax rebate; solid waste	15.51
2013-2012		Utility tax rebate; cable	14.43
2013-2012		Utility tax rebate; telephone	12.71
			120.36
Check No:	29204	Check Date: 03/18/2013	
Vendor:	2555	NuCO2 LLC	
36950140		Aquatics; CO2 lease	59.73

Check No:	29205	Check Date:	03/18/2013	
Vendor:	0004	Office Depot		
1554765279		Student Art Show; supplies		10.85
648086307001		Office supplies		188.14
648086352001		Office supplies		16.16

59.73

215.15

Check No:	29206	Check Date:	03/18/2013	
Vendor:	1452	Palmer Coking Coal Company		
IN029853		Crushed gravel		121.80

121.80

121.80

Check No:	29207	Check Date:	03/18/2013	
Vendor:	0164	Pitney Bowes		
2004515-MR13		Postage meter lease; 12/30/12-03/30/13		716.76

716.76

716.76

Check No:	29208	Check Date:	03/18/2013	
Vendor:	0161	Puget Sound Energy		
0047532379-3		Streets; electricity, 1/31-2/28/13		83.57
1777131457-3		Streets; electricity, 1/31-2/28/13		93.47
4077636381-3		Streets; electricity, 2/2-3/4/13		88.97
4077639500-3		Skate park; electricity, 2/5-3/5/13		12.85
4513241002-3		Crystal view; electricity, 1/31-2/28/13		10.30
4513241002-3		SR 516; electricity, 1/31-2/28/13		173.14
5282721009-3		Aquatics; natural gas, 1/31-2/28/13		3,218.28
5282721009-3		Aquatics; electricity, 1/31-2/28/13		2,149.00
7042890538-3		Streets; electricity, 2/2-3/4/13		83.04
7042894027-3		Streets; electricity, 2/2-3/4/13		10.30
7042894027-3		City tree; electricity, 2/2-3/4/13		10.30
7042894886-3		Streets; electricity, 2/5-3/5/13		59.44
7042895297-3		Streets; electricity, 2/5-3/5/13		10.30
7042897053-3		Streets; electricity, 2/2-3/4/13		7,748.54
7042897053-3		Streets; electricity, 2/2-3/4/13		74.15
7042898077-3		Streets; electricity, 2/2-3/4/13		82.84
7042898374-3		Streets; electricity, 2/5-3/5/13		65.56
7042899661-3		Streets; electricity, 2/2-3/4/13		89.91
7992657390-3		CCP; electricity, 1/31-2/28/13		26.19
8732768927-3		Maint shop; electricity, 1/31-2/28/13		122.82
8732768927-3		Maint shop; electricity, 1/31-2/28/13		61.40
8732768927-3		Maint shop; electricity, 1/31-2/28/13		122.82
8910394751-3		City hall; electricity, 2/2-3/4/13		2,900.08

17,297.27

Check No:	29209	Check Date:	03/18/2013	
Vendor:	2474	SCORE		
302		Jail costs; January		10,080.00
313		Jail costs, health billings; January		1,233.45

11,313.45

Check No:	29210	Check Date:	03/18/2013	
Vendor:	1232	Seattle Marine & Fishing		
1064428		Aquatics; rope/floats		174.67

174.67

Check No:	29211	Check Date:	03/18/2013	
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Vendor:	2207 db Secure Shred, LLC		
88416	Secure document destruction		22.39
			<hr/>
			22.39
Check No:	29212	Check Date:	03/18/2013
Vendor:	1905 Sharp Electronics Corporation		
C769153-701	Copier; usage, 12/27/12-2/15/13		93.60
C769153-701	Copier; usage, 12/27/12-2/15/13		140.39
C769321-701	Copier; usage, 11/30/12-2/01/13		719.56
			<hr/>
			953.55
Check No:	29213	Check Date:	03/18/2013
Vendor:	1774 Shope Concrete Products		
9938576	Riser/solid cover		133.98
9938680	Frame/locking cover		241.31
9938684	Return; solid cover		-101.29
			<hr/>
			274.00
Check No:	29214	Check Date:	03/18/2013
Vendor:	0591 Springbrook Software Inc.		
INV24720	Springbrook, Maintenance Enhancement, 2/21-1		819.98
			<hr/>
			819.98
Check No:	29215	Check Date:	03/18/2013
Vendor:	2618 Taproot Architects, LLC		
2618-3	Aquatics; schematic design, 2/6-3/1/13		500.00
			<hr/>
			500.00
Check No:	29216	Check Date:	03/18/2013
Vendor:	0546 Victoria Throm		
0546-3	Human services commissioner farewell meeting;		11.99
			<hr/>
			11.99
Check No:	29217	Check Date:	03/18/2013
Vendor:	2628 Sandra Tudor		
08014828	Refund; Community room damage deposit, 3/8-2		250.00
			<hr/>
			250.00
Check No:	29218	Check Date:	03/18/2013
Vendor:	1315 The UPS Store #6080		
1349	Aquatics; shipping pool vacuum equipment for r		18.16
1ZV40E994274499	Aquatics; shipping pool vacuum equipment for r		105.66
			<hr/>
			123.82
Check No:	29219	Check Date:	03/18/2013
Vendor:	2103 US Bancorp Equip Finance Inc.		
223791013	Copier lease, 2/27-3/26/13		75.39
223791013	Copier lease, 2/27-3/26/13		113.09
			<hr/>
			188.48
Check No:	29220	Check Date:	03/18/2013
Vendor:	0819 Don Vondran		
0819-3	Vondran; APWA conference, mileage/per diem		130.56
0819-3	Vondran; APWA conference, mileage/per diem		87.04
			<hr/>
			217.60
Check No:	29221	Check Date:	03/18/2013

Vendor:	0119	WABO	
26134		Thompson; Electronic permitting and updates, re	148.75
26134		Thompson; Electronic permitting and updates, re	26.25
			<hr/>
			175.00
Check No:	29222	Check Date: 03/18/2013	
Vendor:	0925	Jeff Wagner	
0925-3		Wagner; AWC legislative conference, mileage/pr	59.69
			<hr/>
			59.69
Check No:	29223	Check Date: 03/18/2013	
Vendor:	1496	Dan Wesley	
1496-3		Wesley; APWA conference, mileage	173.69
1496-3-1		Wesley; INPRA school, mileage	113.88
			<hr/>
			287.57
Check No:	29224	Check Date: 03/18/2013	
Vendor:	1894	Diana Ziolkowski	
1894-3		Facility maintenance, 3/11/13	12.00
1894-3-1		Facility monitoring; 3/9, 3/11	96.00
			<hr/>
			108.00
			<hr/>
		Date Totals:	297,969.27
			<hr/>
		Report Total:	297,969.27
			<hr/>
			<hr/>

March 29, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 03/29/13 consisting of:

PAYLOCITY CHECK # 1001141788 through PAYLOCITY CHECK # 1001141802 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$146,186.67

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

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

03/29/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104700	Regular	3/29/2013	Bates, Krista	88.66
104701	Regular	3/29/2013	Kirshenbaum, Kathleen	854.44
104702	Regular	3/29/2013	Lyon, Valerie	1,565.02
104703	Regular	3/29/2013	Matheson, Derek M	4,486.19
104704	Regular	3/29/2013	Mhoon, Darren S	1,360.75
104705	Regular	3/29/2013	Michaud, Joan M	2,039.89
104706	Regular	3/29/2013	Scott, Sharon G	2,523.28
104707	Regular	3/29/2013	Slate, Karla J	2,488.55
104708	Regular	3/29/2013	Hart, Richard	3,857.53
104709	Regular	3/29/2013	Mueller, Ann M	1,291.23
104710	Regular	3/29/2013	Cles, Staci M	1,899.62
104711	Regular	3/29/2013	Hagen, Lindsay K	1,575.90
104712	Regular	3/29/2013	Hendrickson, Robert	3,657.53
104713	Regular	3/29/2013	Parker, Cassandra	2,590.78
104714	Regular	3/29/2013	Harto, Margaret	457.75
104715	Regular	3/29/2013	Lanza, Mark	381.69
104716	Regular	3/29/2013	Mhoon, Marlla	391.69
104717	Regular	3/29/2013	Scott, James A	405.57
104718	Regular	3/29/2013	Wagner, Jeffrey	415.57
104719	Regular	3/29/2013	Allen, Joshua C	1,016.18
104720	Regular	3/29/2013	Dalton, Jesse J	2,103.70
104721	Regular	3/29/2013	Fealy, William J	2,142.54
104722	Regular	3/29/2013	Gaudette, John J	1,993.45
104723	Regular	3/29/2013	Junkin, Ross D	2,936.97
104724	Regular	3/29/2013	Wesley, Daniel A	2,154.73
104725	Regular	3/29/2013	Bykonen, Brian D	2,966.00
104726	Regular	3/29/2013	Christenson, Gregg R	2,754.02
104727	Regular	3/29/2013	Lyons, Salina K	2,428.09
104728	Regular	3/29/2013	Meyers, Robert L	3,274.09
104729	Regular	3/29/2013	Ogren, Nelson W	2,706.87
104730	Regular	3/29/2013	Thompson, Kelly	2,164.76
104731	Regular	3/29/2013	Morrissey, Mayson	2,795.34
104732	Regular	3/29/2013	Bahl, Rachel A	1,638.71
104733	Regular	3/29/2013	Martinsons, Jaquelyn	332.27
104734	Regular	3/29/2013	Newton, Ethan A	2,191.94
104735	Regular	3/29/2013	Patterson, Clifford	2,428.06
104736	Regular	3/29/2013	Thomas, Scott R	3,623.30
104737	Regular	3/29/2013	Akramoff, Glenn A	3,463.93
104738	Regular	3/29/2013	Bates, Shellie L	2,073.77
104739	Regular	3/29/2013	Buck, Shawn M	1,523.33
104740	Regular	3/29/2013	French, Fred	240.49
104741	Regular	3/29/2013	Parrish, Benjamin A	1,955.88
104742	Regular	3/29/2013	Vondran, Donald M	3,641.35
104743	Regular	3/29/2013	Andrews, Kaitlyn E	88.88
104744	Regular	3/29/2013	Blakely, Coleman P.	92.38
104745	Regular	3/29/2013	Cox, Melissa	663.92
104746	Regular	3/29/2013	Foxworthy, Rebecca	125.81
104747	Regular	3/29/2013	Houghton, Cassandra L	210.10
104748	Regular	3/29/2013	Kim, Tabitha J	27.66
104749	Regular	3/29/2013	Kiselyov, Tatyana	322.72

104750 Regular	3/29/2013	MacConaghy, Hailey	680.43
104751 Regular	3/29/2013	Mooney, Lynell	272.50
104752 Regular	3/29/2013	Praggastis, Alexander	242.51
104753 Regular	3/29/2013	Reese, Rachel E	148.63
104754 Regular	3/29/2013	Tomalik, Stefan A	126.37
104755 Regular	3/29/2013	Tran, Jenifer	91.28
104756 Regular	3/29/2013	von Michalofski, Kayla M	348.17
104757 Regular	3/29/2013	Wardrip, Spencer A	438.83
104758 Regular	3/29/2013	Williams, Lauren C	27.66
104759 Regular	3/29/2013	Beaufreere, Noreen	2,867.11
104760 Regular	3/29/2013	Throm, Victoria J	1,983.07
1001141788 Regular	3/29/2013	Newell, Nancy J	60.95
1001141789 Regular	3/29/2013	Lucavish, David	415.57
1001141790 Regular	3/29/2013	Snoey, Wayne	187.19
1001141791 Regular	3/29/2013	Bell, Colin Q	272.19
1001141792 Regular	3/29/2013	Bowen, Joshua W	410.53
1001141793 Regular	3/29/2013	Carkeek, Lena	535.47
1001141794 Regular	3/29/2013	Cox, Cory R	98.90
1001141795 Regular	3/29/2013	Jensen, Emily A	32.96
1001141796 Regular	3/29/2013	Johansen, Andrea	403.20
1001141797 Regular	3/29/2013	Loeppky, Janna	562.88
1001141798 Regular	3/29/2013	Miller, Amanda J	72.61
1001141799 Regular	3/29/2013	Panzer, Erika	325.32
1001141800 Regular	3/29/2013	Praggastis, Elena C	164.45
1001141801 Regular	3/29/2013	Quintos, Edward Louie D	43.95
1001141802 Regular	3/29/2013	Vieira, Logan G	127.18
Totals for Payroll Checks 76 Items			99,352.79

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104761	AGENCY	3/29/2013	ICMA Retirement Trust	15,061.00
104762	AGENCY	3/29/2013	Vantagepoint Transfer Agent-	368.37
104763	AGENCY	3/29/2013	City of Covington Employee	26.00
104764	AGENCY	3/29/2013	ICMA Retirement Trust	12,785.18
104765	AGENCY	3/29/2013	ICMA Retirement Trust	225.00
Totals for Third Party 5 Items			28,465.55	

Tax Liabilities	18,068.33
Paylocity Fees	300.00

Grand Total	<u><u>\$ 146,186.67</u></u>
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Consent Agenda Item C-2

Covington City Council Meeting

Date: April 9, 2013

SUBJECT: CONSIDER RESOLUTION DECLARING TWO VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING REPLACEMENT.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Proposed Resolution

PREPARED BY: Ross Junkin, Maintenance Supervisor

EXPLANATION:

Staff is seeking council's approval to surplus two vehicles per the city's Fleet Management Policy, Section 11.

The city currently owns the following vehicles:

- 2002 Dodge Stratus (VIN 1B3EL36X32N306314) – Asset #2578, Replacement
Date: 08/30/13
- 2001 GMC Sonoma (VIN 1GTD19W318213386) – Asset #2882, Replacement
Date: 04/17/13

Staff is seeking council authorization to allow the disposal of these two vehicles in the most cost effective manner possible and authorize budget authority to use the replacement funds to replace our current vehicles with similar use vehicles immediately upon locating such vehicles.

As approved by Council on March 12, 2013 regarding the Public Works reorganization, staff will be keeping the 2002 Dodge Dakota (VIN 1B7GL42N2S531092) – Asset #2576, which is scheduled for replacement on 05/22/13. This vehicle will be kept for the Project Inspector and the replacement funds set aside will be used to purchase a vehicle for the Maintenance Supervisor.

ALTERNATIVES:

1. Not declare the vehicles surplus and continue to perform costly repairs.
2. Not replace the vehicle.

FISCAL IMPACT:

These vehicles will be replaced with the funds set aside each month during the last five years in the Equipment Replacement Fund.

- The 2002 Dodge Dakota (Asset #2576) currently has \$26,487 (\$756 per month) set aside for replacement through March.
- The 2002 Dodge Stratus (Asset #2578) currently has \$21,864 (\$628 per month) set aside for replacement through March.

- The 2001 GMC Sonoma (Asset #2882) currently has \$19,647 (\$333 per month) set aside for replacement through March.

These funds will be adequate for the replacement of similar vehicles.

CITY COUNCIL ACTION: _____Ordinance Resolution _____Motion _____Other

**Councilmember _____ moves, Councilmember _____
seconds, to pass a resolution declaring the 2002 Dodge Stratus and 2001
GMC Sonoma as surplus property and authorizing replacement.**

REVIEWED BY: City Manager, City Attorney, Finance Director

RESOLUTION NO. 13-02

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

WHEREAS, the City of Covington maintains a vehicle fleet to complete city business; and

WHEREAS, the city has a vehicle replacement program to replace vehicles on a scheduled basis to maintain a functioning fleet; and

WHEREAS, the city owns a 2002 Dodge Stratus (Asset #2578) and 2001 GMC Sonoma (Asset #2882) that are scheduled for replacement in 2013; and

WHEREAS, the city’s Financial Management Policies require that titled vehicles be surplus by City Council resolution; now, therefore

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

Section 1. The City Council does hereby declare that the 2002 Dodge Stratus (VIN 1B3EL36X32N306314), and 2001 GMC Sonoma (VIN 1GTDT19W318213386) are surplus to the needs of the city, and authorizes disposal of the vehicles in the most cost effective manner and to use these vehicle’s replacement funds to purchase replacement vehicles in the future as needed.

PASSED in open and regular session on this 9th day of April, 2013.

Mayor Margaret Harto

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Agenda Item 1

Covington City Council Meeting

Date: April 9, 2013

SUBJECT: A PUBLIC HEARING AND PROPOSED ORDINANCE TO ESTABLISH A
TRANSPORTATION BENEFIT DISTRICT AND ADDING A NEW CHAPTER
12.125 TO THE COVINGTON MUNICIPAL CODE

RECOMMENDED BY: Derek Matheson, City Manager
Rob Hendrickson, Finance Director
Glenn Akramoff, Public Works Director
Budget Priorities Advisory Committee

ATTACHMENT(S):

1. Proposed Ordinance for the Establishment of a Transportation Benefit District
2. Association of Washington Cities Fact Sheet
3. Association of Washington Cities Checklist
4. Excerpt from the BPAC Final Recommendations Report
5. RCW Chapter 36.73 Transportation Benefit Districts

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

A. Background

After the council summit in 2011, and upon the city council's direction, the city created a citizen advisory committee, the Budget Priorities Advisory Committee (BPAC), to review the city's budget in its entirety and present fiscal recommendations to the council. During 2012, BPAC reviewed the city's operations, budget, and fiscal forecast. They produced a final report proposing recommendations derived after much research and review. One recommendation in the final report is to move forward with the creation of a transportation benefit district (TBD) as a mechanism to provide the necessary funding to help maintain critical infrastructure.

At the 2013 council summit, council requested staff to move forward with the creation of a TBD. Accordingly, the attached ordinance provides for the establishment of a TBD.

B. TBD Overview

In 1987, the state legislature created TBDs as an option for local governments to fund transportation improvements. They are independent taxing districts that can impose an array of taxes or fees either through a vote of the people or through action of the governing board of the TBD.

A TBD is a quasi-municipal corporation and independent taxing district created for the sole purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district. Although a TBD has many of the powers of a city (impose taxes, eminent domain powers, can contract and accept gifts, etc.), it is a separate taxing district.

The TBD can fund any transportation improvement contained in any existing state, regional, or local transportation plan that is necessitated by existing or reasonably foreseeable congestion levels. This can include maintenance and improvement to city streets, county roads, state highways, investments in high capacity transportation, public transportation, transportation demand management and other transportation projects identified in a regional transportation planning organization plan or state plan.

The TBD may also fund the operation, maintenance, and preservation of the programs and facilities noted above. Maintenance and preservation activities are noted in many state, regional, and local transportation plans. For example, preservation of existing transportation facilities is the number one priority within the Washington State Transportation Plan.

C. Creation of TBD

The city council may create a TBD by ordinance following the procedures set forth in RCW 36.73. (See Attachment 5) The boundaries of the TBD may be less than the boundaries of the city. However, if the TBD chooses to exercise the tax authority that does not require a public vote (e.g. vehicle and impact fees), the boundaries of the TBD must be citywide. The city council serves as the governing body of the TBD, acting ex-officio and independently as the TBD governing board.

D. TBD Administration

In practical terms, the TBD will be a separate government, much like a water district. The city council will sit as the governing board, rather than as an independently elected board of commissioners. Administratively, the TBD will be required to establish and maintain, without limitation: approved procedures, clerk functions (meeting notices, agendas, minutes, records, etc.), finance functions (budget, accounting, auditing, etc.), and legal services. To the extent city employees fulfill these administrative requirements and work on TBD tasks and projects, the city will need to be reimbursed for those services.

E. Funding Mechanisms

State statutes provide four revenue options to fund the TBD, subject to voter approval:

- 1) Property taxes—a one-year excess levy or an excess levy for capital purposes.
- 2) Up to a 0.2% sales and use tax. If the TBD were to submit, and voters passed, a ballot measure to collect 0.2% of sales revenue, the TBD would receive approximately \$750,000 annually, based on 2013 total sales and use tax collections.
- 3) Annual vehicle registration fee up to \$100 per vehicle.
- 4) Vehicle tolls.

TBDs have two revenue options not subject to voter approval:

- 1) Annual vehicle registration fee up to \$20 per vehicle. This fee is collected at the time of vehicle license renewal. If the TBD was to implement a \$20 per vehicle registration fee, it would collect about \$280,000 annually, based on Department of Licensing estimates. This does not account for any administrative fees for collection.
- 2) Transportation impact fees on commercial and industrial buildings. Residential buildings are excluded. In addition, a TBD must provide a credit for a commercial or industrial transportation impact if the respective city has already imposed a transportation impact fee.

TBD revenue rates, once imposed, may not be increased unless authorized by voter approval.

ALTERNATIVES:

- Do not establish a TBD.
- Establish a TBD with different requirements than stated in the proposed ordinance.
- Return the issue to city staff for further study and analysis.

FISCAL IMPACT:

If a ballot measure to collect up to 0.2% of sales and use tax revenue was passed by city residents, the TBD would receive approximately \$750,000 annually, based on the 2012 total sales tax collections. This amount of transportation funding would eliminate the need for the general fund’s subsidy of \$250,000 to the street fund and allow for that money to be applied to other general fund services, as designated by council.

If the TBD was to implement a \$20 per vehicle registration fee, it would collect about \$275,000 annually, based on Department of Licensing estimates. This does not account for any administrative fees for collection. The vehicle fee is administered by the Department of Licensing (DOL). The fee cannot be collected until six months after the fee is authorized by voters or the TBD governing board. There are several vehicle types (snowmobiles, farm equipment, etc.) that are exempt from the fee. The fee is collected by DOL on vehicle license renewals, remitted to the State Treasurer who will then remit the proceeds to the TBD monthly.

The above fiscal impact data is informational only. Staff is not currently recommending a funding mechanism for the TBD, as the TBD should first be established. The TBD governing board will then determine the desired funding mechanism for the TBD.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to adopt an ordinance adding a new chapter 12.125 to the City of Covington Municipal Code establishing a Transportation Benefit District, the boundaries of the Transportation Benefit District, and the associated projects to be funded by the TBD.

REVIEWED BY: City Manager; City Attorney; Finance Director; Public Works Director; Community Development Director; Parks Director.

ORDINANCE NO. 02-13

AN ORDINANCE OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT; SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT; SPECIFYING THE TRANSPORTATION IMPROVEMENTS TO BE FUNDED BY THE TRANSPORTATION BENEFIT DISTRICT; AND CREATING A NEW CHAPTER 12.125 OF THE COVINGTON MUNICIPAL CODE ENTITLED “TRANSPORTATION BENEFIT DISTRICT.”

WHEREAS, the City of Covington (“City”) has the responsibility, to the extent of its resources, for the improvement, maintenance, and protection of public ways within the corporate limits of the City pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, the Washington State Transportation Plan 2007-2026 notes that adequate maintenance, preservation, and expansion of the local roads are an important element of the transportation system and that new local option taxes should be put to this purpose; and

WHEREAS, the investment principles from the Puget Sound Regional Council “Destination 2030 Metropolitan Transportation Plan for the Central Puget Sound Region” states that the first priority should be to maintain, preserve, make safe, and optimize existing transportation infrastructure and services; and

WHEREAS, due to initiatives that have stripped away revenues, as well as rising annual costs, the City has limited transportation funding to maintain, operate, replace, and improve the transportation system; and

WHEREAS, Chapter 36.73 RCW provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the district that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, RCW 35.21.225 authorizes the city council to establish a Transportation Benefit District subject to the provisions of Chapter 36.73 RCW; and

WHEREAS, the City desires to form a Transportation Benefit District that includes the entire City of Covington as the boundaries currently exist or are hereafter expanded due to annexation; and

WHEREAS, transportation improvements include transportation related maintenance and improvements to city streets and state highways, high capacity transportation, public transportation, transportation demand management, parking facilities, and other transportation projects designed to reduce congestion on facilities of regional or statewide significance; and

WHEREAS, in its final recommendations report, the City's Budget Priorities Advisory Committee recommends moving forward with the creation of a Transportation Benefit District; and

WHEREAS, the City, after giving proper notice, conducted a public hearing on April 9, 2013, and took public comment regarding the proposed establishment of a Transportation Benefit District in accordance with RCW 36.73.050.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, DOES HEREBY ORDAIN as follows:

Section 1. Purpose. The purpose of this ordinance is to establish a Transportation Benefit District pursuant to RCW 35.21.255 and 36.73 RCW.

Section 2. Findings. The City Council finds that all the "whereas" recitals above in this ordinance are true and it is in the public interest to form a Transportation Benefit District to provide adequate levels of funding for transportation improvements that are consistent with

existing state, regional, and local transportation plans and are necessitated by existing or reasonably foreseeable congestion levels, as provided in Chapter 36.73 RCW.

The city council further finds that it is in the public interest to provide for transportation improvements that, without limitation, improve modal connectivity and reduce congestion on State Highway 516 and throughout the City and that protect the City’s long-term investments in its infrastructure, reduce the risk of transportation facility failure, improve safety, continue optimal performance of the infrastructure over time, and avoid more expensive infrastructure replacements in the future.

The city council further finds that the City’s six-year Transportation Improvement Plan shall be annually updated to identify projects that constitute transportation improvements that may be funded by the Transportation Benefit District as funding becomes available.

Section 3. Creating New City Code Chapter Providing for Formation of a Transportation Benefit District. A new chapter, Chapter 12.125 of the Covington Municipal Code entitled “Transportation Benefit District,” is hereby created to read as follows:

**Chapter 12.125
Transportation Benefit District**

- 12.125.010 Establishing Transportation Benefit District.**
- 12.125.020 Governing Board.**
- 12.125.030 Powers.**
- 12.125.040 Transportation Improvements Funded.**
- 12.125.050 Dissolution.**
- 12.125.060 Liberal Construction.**

12.125.010 Establishing Transportation Benefit District. There is created a transportation benefit district to be known as the Covington Transportation Benefit District (the “TBD”) with geographical boundaries comprised of the corporate limits of the city as they currently exist or as they may exist following future annexations.

12.125.020 Governing Board.

(a) The governing board of the TBD (the “TBD Board”) shall be the Covington City Council acting in an *ex officio* and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW.

(b) The Mayor shall serve as the chair of the TBD Board and shall preside over all meetings of the TBD Board.

(c) The City Finance Director shall serve as the Treasurer of the TBD Board.

(d) The City Manager shall serve as the Chief Executive Officer of the TBD Board.

(e) The Covington City Attorney will serve as legal advisor to the TBD Board, except where separate counsel is engaged by the TBD or the City Attorney has a conflict of interest.

(f) The City Clerk shall serve as the Clerk of the TBD Board.

(g) The TBD Board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).

(h) The TBD Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

(i) Meetings of the TBD Board shall be governed by the procedural rules applicable to meetings of the Covington City Council, as the same may be amended from time to time. Meetings of the TBD Board shall, whenever possible, take place on the same dates scheduled for city council meetings.

12.125.030 Powers. The TBD and the TBD Board shall have and may exercise any powers provided by law to fulfill the purpose of the TBD.

12.125.040 Transportation Improvements Funded. The funds generated by the TBD may be used for any purpose allowed by law including to operate the TBD and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW, as the same may be amended from time to time. The transportation improvements funded by the TBD shall be made in an effort to protect the City’s long-term investments in its infrastructure, to reduce the risk of transportation facility failure, to improve safety, to continue optimal performance of the infrastructure over time, to avoid more expensive infrastructure replacements in the future, and to improve modal connectivity within

the City of Covington. Additional transportation improvement project of the TBD may be funded only after compliance with the provisions of Chapter 36.73 RCW.

12.125.050 Dissolution. The TBD shall be automatically dissolved, pursuant to the procedures set forth in Chapter 36.73 RCW, when all indebtedness of the TBD has been retired and when the entire TBD's anticipated responsibilities have been satisfied.

12.125.060 Liberal Construction. As authorized pursuant to Chapter 36.73 RCW, this chapter shall be liberally construed to permit the accomplishment of its purposes.

Section 4. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 5. Effective Date of Ordinance. This ordinance shall take effect and be in force five (5) days from and after its passage, approval, and publication as required by law.

Adopted by the City Council of the City of Covington on this 9th day of April, 2013.

Mayor Margaret Harto

PUBLISHED: April 12, 2013

EFFECTIVE: April 17, 2013

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney



Transportation Benefit District Legislation in Effect

Through the cooperative efforts of the Association of Washington Cities (AWC) and the Washington State Associations of Counties (WSAC), significant legislation went into effect in 2007, which resulted in the most important local transportation tool for cities and counties in sixteen years – Transportation Benefit Districts (TBDs). Newly enacted 2010 legislation enhanced the TBD's authority.

TBDs are independent taxing districts that can impose an array of taxes or fees either through a vote of the people or through district board action. TBDs are flexible-- they allow cities and counties to work independently or cooperatively on addressing both local and regional transportation challenges.

Frequently Asked Questions

Background

In 1987, the Legislature created TBDs as an option for local governments to fund transportation improvements. In 2005, the Legislature amended the TBD statute to expand its uses and revenue authority. In 2007, the Legislature amended the TBD statute to authorize the imposition of vehicle fees and transportation impact fees without a public vote. In 2010, the Legislature amended the TBD statute again to clarify project eligibility, the use of impact fees, and sales tax expenditures, and make TBD governance more flexible.

What is a Transportation Benefit District (TBD)?

A TBD is a quasi-municipal corporation and independent taxing district created for the sole purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district.

Who may create a TBD?

The legislative authority of a county or city may create a TBD by ordinance following the procedures set forth in Chapter 36.73 RCW. The county or city proposing to create a TBD may include other counties, cities, port districts, or transit districts through interlocal agreements.

Who governs the TBD?

The members of the legislative authority (county or city) proposing to establish a TBD serves as the governing body of the TBD. The legislative authority is acting *ex officio* and independently as the TBD governing body. If a TBD includes

additional jurisdictions through interlocal agreements, then the governing body must have at least five members, including at least one elected official from each of the participating jurisdictions, or may be the governing body of a metropolitan planning organization if the TBD boundaries are identical to the boundaries of the metropolitan planning organization serving the district.

What are the boundaries of a TBD?

The boundaries of a TBD may be less than the boundaries of those jurisdictions participating in the TBD. For example, a county or city may choose to have the TBD boundaries identical with the county or city, or it may choose just to include a portion of the county or city. However, if a TBD chooses to exercise the tax authority that does not require a public vote (e.g. vehicle and impact fees), the boundaries of the TBD must be countywide, citywide, or unincorporated countywide.

Why create a TBD if the county or city legislative authority is the governing board?

A TBD is an independent legal creature. Although a TBD has many of the powers of a county and city (impose taxes, eminent domain powers, can contract and accept gifts, etc.), - it is a separate taxing district. Additionally, by being a separate legal and taxing entity, TBDs have more flexibility. For example, more than one type of jurisdiction can be part of a TBD and the boundaries can be less than countywide or citywide.

Can a TBD be created without imposing fees or proposing voter approved revenue options?

Yes. A county or city takes legislative action through the ordinance process to create a TBD. The ordinance must include a finding that the creation of a TBD is in the public's interest, describe the boundaries of the TBD, and specify the activities or functions to be implemented or funded by the district. The county or city ordinance creating the TBD may also specify and authorize what fees or revenues that the TBD may pursue. The TBD, acting in its own official capacity, has the authority to identify proposed fees or revenue options.

Are TBD revenues required to be spent as they are collected?

No. The governing body which creates a TBD must develop a plan that specifies the transportation improvements to be provided or funded by the TBD. As part of this plan, the TBD's governing board can indicate if the funds will be used immediately, or if they will be collected for a specified period, prior to spending the accumulated funds. Typically, funds that are collected for a specified period before being expended are used to fully fund large projects, when bonding, or serve as a match for state or federal funds that may only become available in a specified time frame.

Does a TBD have to meet certain tests?

There are three threshold tests for transportation improvements in a TBD: 1) the type of transportation improvement contained within the boundaries of the TBD, 2) whether the improvements are identified in any existing state, regional, county, city or eligible TDB jurisdiction's (port or transit) transportation plan and that the improvements are 3) necessitated by existing or reasonably foreseeable congestion levels. The definition of "congestion" does not have a set standard in law; each TBD has the discretion to tailor and make its own determination of congestion levels when implementing its TBD ordinance.

What transportation improvements can be funded by a TBD?

The definition of transportation improvements is broad. This can include maintenance and improvements to city streets, county roads, state highways, investments in high capacity transportation, public transportation, transportation demand management and other transportation projects identified in a regional transportation planning organization plan or state plan.

In developing criteria for a transportation improvement, it can include one or more of the following: reduced risk of transportation facility failure and improved safety; improved travel time; improved air quality; increases in daily and peak period trip capacity; improved modal connectivity; improved freight mobility; cost-effectiveness of the investment; optimal performance of the system through time; and other criteria, as adopted by the governing body.

Note: In 2010, cities within King County are specifically authorized to provide or contract for supplemental public transportation improvements to meet the mobility needs of the city, and may contract for such improvements with private and nonprofit entities and may also form public-private partnerships.

If a jurisdiction uses the SEPA process to collect impact fees, would this preclude a TBD from using impact fees?

No. However, the law requires the jurisdiction to provide a credit to commercial or industrial developments that are subject to SEPA, or transportation impact fees authorized under GMA. This is commonly called a "no double-dipping" provision.

continued

What revenue options do TBD's have?

TBD's have several revenue options subject to voter approval:

- Property taxes – a 1-year excess levy or an excess levy for capital purposes;
- Up to 0.2% sales and use tax;
- Up to \$100 annual vehicle fee per vehicle registered in the district; and
- Vehicle tolls.

Please Note: There are exemptions or unique requirements when using the vehicle fee or vehicle tolls.

TBD's have two revenue options that do not require voter approval, but are subject to additional conditions:

1. Annual vehicle fee up to \$20. This fee is collected at the time of vehicle renewal and cannot be used to fund passenger-only ferry service improvements.
2. Transportation impact fees on commercial and industrial buildings. Residential buildings are excluded. In addition, a county or city must provide a credit for a commercial or industrial transportation impact if the respective county or city has already imposed a transportation impact fee.

Please Note: Foregoing a vote is an option only. A county or city still has the option of placing either the annual fee of up to \$20 or the impact fees to the vote of the people as an advisory vote or an actual requirement of imposition.

What are the additional conditions required to impose revenue options not subject to voter approval?

To impose either fee, the TBD's boundaries must be countywide or citywide, or if applicable, in the unincorporated county.

Vehicle Fees:

When the Legislature revised the TBD authority in 2007 to enable councilmanic vehicle fees, it was intended to ensure a county-wide or regional approach for first consideration of this new option. That is why counties had the exclusive authority of the \$20 vehicle fee for the first six months

after enactment of the 2007 legislation. Today, a county that creates a countywide TBD (incorporated and unincorporated areas) and proposes to impose up to a \$20 non-voted vehicle fee should first attempt to impose a countywide fee to be shared with cities by interlocal agreement. Sixty percent (60%) of the cities representing seventy-five (75%) of the incorporated population must approve the interlocal agreement for it to be effective. The Legislative expectation is that if an interlocal agreement cannot be reached between a county and city or cities, the county is authorized to create a TBD and impose the fee only in the unincorporated area of the county.

Credits must be provided for previously imposed TBD vehicle fees. Credits are not required for voter approved vehicle fees.

Commercial and Industrial Transportation Impact Fees:

A TBD that is either countywide or citywide must provide a credit for a commercial or industrial transportation impact fee if the respective county or city has already imposed a transportation impact fee. This is commonly called a "no double-dipping" provision.

If we create a countywide TBD for the up to \$20 vehicle fee, how is the revenue distributed to cities?

The revenue must be shared according to the interlocal agreement. The law does not prescribe what the interlocal agreement contains. Consequently, the revenue can be shared by population, number of vehicles within each jurisdiction, project list, a combination of these, or whatever the county and cities can reach agreement on.

What happens if a city imposes the up to \$20 vehicle fee and then the county imposes a countywide fee without voter approval?

The law requires TBDs to provide a credit for vehicle fees previously imposed by a TBD.

continued

For example, if a city was the first to create a TBD and impose a \$20 vehicle fee and subsequently its county creates a countywide TBD imposing a \$20 vehicle fee, the county TBD must provide a \$20 credit against its fee for vehicles registered within the city. As a result, no fee would be collected by the county TBD from vehicles registered within the city. Additionally, the city would not be part of the interlocal agreement with the county or be included in the number/percentages needed for the interlocal agreement to be effective.

However, if in the same example, the city TBD imposed only \$10 of the \$20 vehicle fee and the county TBD imposed a countywide \$20 vehicle fee, only a \$10 credit would be provided for vehicles registered within the city. The county TBD would collect \$10 from vehicles registered in the city. Consequently, the county TBD would need to include the city in the interlocal agreement discussions and the city is included in the number/percentages needed for the interlocal agreement to be effective.

If a county or city is considering the \$20 vehicle fee, how does a county or city estimate revenues?

Currently, no TBD has been in effect for an entire year and therefore revenue estimates and histories are incomplete. What TBDs around the state have learned to date: vehicles per household calculations vary significantly around the state. Statistical data shows that there tends to be about one vehicle per person in rural areas and 0.8 vehicles per person in urban areas. Another factor to strongly consider is seasonality; vehicles sales are not evenly distributed throughout the year and this will affect monthly receipts. Finally, a city or county must understand and recognize that other factors such as people failing to register their vehicles, and data accuracy can affect actual revenues when compared to forecasted revenues.

What other requirements should I be aware of?
Revenue rates, once imposed, may not be increased, unless authorized by voter approval.

If project costs exceed original costs by more than 20 percent, a public hearing must be held to solicit public comment regarding how the cost change should be resolved. This is typically called a material change policy.

The TBD must issue an annual report to include the status of project costs, revenues, expenditures, and construction schedules.

The TBD must be dissolved upon completion of the project(s) and the payment of debt service.

Who has imposed a TBD?

The cities of Lake Forest Park, Edmonds, Des Moines, Olympia, Prosser, and Shoreline imposed the \$20 vehicle fee. Ridgefield and Sequim passed the 2/10% sales tax. Point Roberts and Liberty Lake formed TBD's prior to the legislative changes in 2005.

Checklist

For a checklist that highlights many of the important considerations when creating a Transportation Benefit District (TBD), please see www.awcnet.org/tbd.

Eligibility requirements vary. For additional questions on Transportation Districts, please contact AWC staff Ashley Probart at ashleyp@awcnet.org Sheri Sawyer at sheris@awcnet.org.

Transportation Benefit District (Chapter 36.73 RCW) Checklist

This checklist is informational only and cannot replace a review of applicable statutes. It is intended to highlight many of the important considerations when creating a Transportation Benefit District (TBD). We encourage you to seek legal advice when creating a TBD.

Elements of Creating a TBD:

- Are you **Eligible** to create a TBD?
- Are the TBD **Boundaries** consistent with the revenue options to be imposed?
- Do you need an **Interlocal Agreement**?
- Is the TBD funding **Qualifying Transportation Improvements**?
- Have you conducted the proper **Notice & Public Hearings**?
- Have you identified the proper **Revenue Options**?
- Have you adopted the proper **Ordinance**?
- Is the **Administration** of the TBD in place?
- Have you notified the **Appropriate Revenue Collection Agencies**?

Eligibility

With the exception of King, Pierce, and Snohomish county and their respective cities, all other counties and cities may currently create a TBD if the revenue options are subject to a public vote.

King, Pierce and Snohomish counties and their respective cities within the counties are not eligible to create a TBD until December 1, 2007.

If you intend to create a TBD to impose the up to \$20 vehicle fee, there are several dates to consider:

All counties except King, Pierce and Snohomish		
July 22, 2007 to January 18, 2008	County only	Note: A county may waive this exclusive authority and allow a city to proceed by adopting a resolution to that effect.
January 19, 2008	All 36 counties and cities within the 36 counties.	

King, Pierce and Snohomish County Eligibility		
December 1, 2007 to May 22, 2008	County only	Note: King, Pierce, or Snohomish County may waive this exclusive authority and allow a city to proceed by adopting a resolution to that effect.
May 23, 2008	All counties and cities	

Boundaries

The ordinance establishing the TBD must include the boundaries of the district. All of the transportation improvements to be funded by the TBD must be located within the TBD boundaries. Additionally, what boundaries you choose affects the revenue options of the TBD.

- If the revenue options will be subject to a public vote, the boundaries can be less than the boundaries of the participating jurisdictions.
- If the revenue options will not be subject to a public vote, the boundaries must be:
 - Countywide; or
 - Citywide; or
 - Unincorporated Countywide (but only after a countywide TBD has failed; see ***Interlocal Agreement*** below)

Interlocal Agreement

An interlocal agreement is required in two instances:

- If the TBD will include two or more jurisdiction (county and city, two cities, a city and a port, transit, etc.), an interlocal agreement, adopted pursuant to Chapter 39.34 RCW, is required between the participating jurisdiction.
- If a county creates a TBD for the purpose of imposing the up to \$20 vehicle fee, the county must first attempt to adopt a countywide fee to be shared with the cities within the county according to an interlocal agreement. There are no requirements about what the interlocal agreement should contain, but it should be adopted pursuant to Chapter 39.34 RCW. Sixty percent of the cities representing seventy five percent of the incorporated population in which the fee will be collected must enter into the interlocal agreement for it to be effective.
- If an interlocal agreement cannot be reached, a county may create a TBD that includes only the unincorporated portion of the county.

Qualifying Transportation Improvements

A TBD exists solely for the purpose of acquiring, constructing, improving, providing, and funding “transportation improvements” within the district. The ordinance establishing the TBD must specify those transportation improvements. To be a qualifying transportation improvement:

- The improvement must be located within the boundaries of the TBD.
- The improvement is necessitated by existing or reasonably foreseeable congestion levels.
- The improvement is contained in a state or regional transportation plan.
- When selecting the improvement, the governing board must consider the following criteria, to the extent practical:
 - Reduced risk of transportation facility failure and improved safety;
 - Improved travel time;
 - Improved air quality;
 - Increases in daily and peak period trip capacity;
 - Improved modal connectivity;
 - Improved freight mobility;
 - Cost-effectiveness of the investment;
 - Optimal performance of the system through time; and
 - Other criteria, as adopted by the governing body.

Remember that statutory definition of a “transportation improvement” is quite broad and includes state, regional, and local transportation facilities such as:

- New or existing highway of statewide significance;
- Principal arterials of regional significance;
- High capacity transportation;
- Public transportation;

- Transportation demand management; or
- Other transportation projects and programs of regional or statewide significance (as defined or amended into the respective regional or state plans).

Notice & Public Hearings

The creation of a TBD and any actions taken by the TBD's governing board thereafter must follow notice and public hearings. These items are specifically mentioned in the TBD statute:

Notice

- The jurisdiction creating the TBD must publish a notice of a hearing to establish a TBD at least once, ten days or more before the proposed hearing in a newspaper of general circulation within the proposed TBD. This notice is in addition to any other notice required by law.
- The notice must specify the transportation improvements to be provided or funded by the TBD.

Public Hearing

- The jurisdiction proposing to create a TBD must hold a public hearing. The legislative authority of the jurisdiction must hear objections from any person affected by the creation of the TBD.

Revenue Options

- TBD's have several revenue options, all of which can be subject to voter approval and two are not required to be subject to voter approval.

TBD's revenue options subject to voter approval:

1. Property taxes – a 1-year excess levy or an excess levy for capital purposes;
2. Up to 0.2% sales and use tax;
3. Up to \$100 annual vehicle fee per vehicle registered in the district; and
4. Vehicle tolls.

Please Note: There are exemptions or unique requirements when using the vehicle fee or vehicle tolls.

TBD's have two revenue options *not subject to voter approval, but subject to other conditions*:

1. Annual vehicle fee up to \$20. This fee is at the time of vehicle renewal and cannot be used to fund passenger only ferry-service improvements.
2. Transportation impact fees on commercial and industrial buildings. Residential buildings are excluded. In addition, a county or city must provide a credit for a commercial or industrial transportation impact if the respective county or city has already imposed a transportation impact fee.

Please Note: This is an option only. A county or city still has the option of placing either the annual fee of up to \$20 or the impact fees to the vote of the people as an advisory vote or an actual requirement of imposition.

Ordinance

The creation of a TBD must be through an ordinance. The ordinance must include:

- A finding that the creation of a TBD must be in the public's interest;

- The boundaries of the TBD;
- A specific description of the transportation improvement or improvements proposed by the district; and
- The proposed taxes, fees, charges, and the range of tolls imposed by the TBD to raise revenue to fund the improvement or improvements. Depending on the revenue option chosen, the ordinance may need to include additional information such as statutory exemptions and credits for the vehicle fee, the date in which the sales and use tax will be effective, the date in which the property tax excess levy will be put to the voters, etc.

If the revenue options will be put to a public vote, the ordinance should also include when the vote will occur. A vote can be at any general or special election.

Administration

Administration of the TBD is relatively simple. The legislative authority proposing to establish the TBD is the TBD's governing body. If additional jurisdictions are part of the TBD through an interlocal agreement, the TBD governing body must have at least five members, including at least one elected official from each of the participating jurisdictions. Members are acting ex officio and independently on the TBD governing board. The treasurer of the legislative authority proposing to establish the TBD must act as the ex officio treasurer of the TBD. However, there are some specific on-going requirements of the TBD.

- The TBD must develop a material change policy to address major plan changes that affect the delivery or the ability to finance the plan. The policy must include a public hearing to solicit comments on how the cost changes should be resolved should transportation improvement costs exceed its original cost by more than 20%.
- The TBD must issue an annual report indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules to the public and to newspapers of record in the district.
- If the TBD proposes functions or transportation improvements that are expanded beyond those specified in the original notice of hearing establishing the TBD, the TBD must go through the notice, public hearing, and ordinance process again.

Appropriate Revenue Collecting Agencies

Each of the TBD revenue options are collected and administered by different agencies. Each agency has its own requirements to comply with before collection can begin.

- Property taxes are administered by the county assessor and treasurer. Contact the appropriate county officials to determine the timeline/process for collecting this tax.
- The sales and use tax is administered by the Department of Revenue (DOR). The sales and use tax cannot be imposed for a period exceeding 10 years (unless reauthorized by the voters for another period not to exceed 10 years). A new sales tax cannot be collected until DOR receives 75 days notice and the new tax will begin on the first day of January, April, July or October. Thereafter, DOR will remit the proceeds to the TBD monthly.
- The vehicle fee is administered by the Department of Licensing (DOL). The fee cannot be collected until 6 months after the fee is authorized by voters or the TBD governing board. There are a several vehicles types (snowmobiles, farm equipment, etc.) that are exempt from the fee. The fee is collected by DOL on vehicle renewals, remitted to the State Treasurer who will then remit the proceeds to the TBD monthly.

- Vehicle tolls are administered by the Department of Transportation when imposed on state routes or federal highways. The TBD must administer collection of tolls on city streets or county roads. However, in both instances, the Washington State Transportation Commission must approve, set, and impose the tolls and the amount of tolls is limited to the amount sufficient to implement the TBD's transportation improvement finance plan.
- Transportation impact fees on commercial and industrial buildings/developments are administered by the TBD. If this fee is imposed, it is important to contact the counties and cities within the TBD because if a county or city has already imposed a transportation impact fee, the TBD may not impose the fee on that building/development.

Covington Budget Priorities Advisory Committee
Final Recommendations
January 22, 2013

Transportation Benefit District (TBD):

BPAC unanimously supports a Transportation Benefit District that would go in front of the voters as soon as possible. The TBD should be funded by a 2/10ths of a percent increase in sales tax, from 8.6% to 8.8%. It's estimated that an additional \$600,000 in sales tax would find its way to the Street Fund and funded by everybody...not just Covington residents.¹

¹ An increase from 8.6% to 8.8% equates to an additional \$10 on the purchase of \$5,000 of taxable commodities.

36.73.010**Intent.**

The legislature finds that the citizens of the state can benefit by cooperation of the public and private sectors in addressing transportation needs. This cooperation can be fostered through enhanced capability for cities, towns, and counties to make and fund transportation improvements necessitated by economic development and to improve the performance of the transportation system.

It is the intent of the legislature to encourage joint efforts by the state, local governments, and the private sector to respond to the need for those transportation improvements on state highways, county roads, and city streets. This goal can be better achieved by allowing cities, towns, and counties to establish transportation benefit districts in order to respond to the special transportation needs and economic opportunities resulting from private sector development for the public good. The legislature also seeks to facilitate the equitable participation of private developers whose developments may generate the need for those improvements in the improvement costs.

[2005 c 336 § 2; 1987 c 327 § 1.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.015**Definitions.**

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

- (1) "City" means a city or town.
- (2) "District" means a transportation benefit district created under this chapter.
- (3) "Low-income" means household income that is at or below forty-five percent of the median household income, adjusted for household size, for the district in which the fees, taxes, or tolls were imposed.
- (4) "Rebate program" means an optional program established by a transportation benefit district that includes a city with a population of five hundred thousand persons or more for the purpose of providing rebates to low-income individuals for fees, taxes, and/or tolls imposed by such transportation benefit district for: (a) Vehicle fees imposed under RCW [36.73.040\(3\)\(b\)](#); (b) sales and use taxes imposed under RCW [36.73.040\(3\)\(a\)](#); and/or (c) tolls imposed under RCW [36.73.040\(3\)\(d\)](#).
- (5) "Supplemental transportation improvement" or "supplemental improvement" means any project, work, or undertaking to provide public transportation service, in addition to a district's existing or planned voter-approved transportation improvements, proposed by a participating city member of the district under RCW [36.73.180](#).
- (6) "Transportation improvement" means a project contained in the transportation plan of the state, a regional transportation planning organization, city, county, or eligible jurisdiction as identified in RCW [36.73.020\(2\)](#). A project may include investment in new or existing highways of statewide significance, principal arterials of regional significance, high capacity transportation, public transportation, and other transportation projects and programs of regional or statewide significance including transportation demand management. Projects may also include the operation, preservation, and maintenance of these facilities or programs.

[2012 c 152 § 1. Prior: 2010 c 251 § 2; 2010 c 105 § 1; 2006 c 311 § 24; 2005 c 336 § 1.]

Notes:

Findings -- 2006 c 311: See note following RCW [36.120.020](#).

Effective date -- 2005 c 336: "This act takes effect August 1, 2005." [2005 c 336 § 26.]

36.73.020

Establishment of district by county or city — Participation by other jurisdictions.

(1) The legislative authority of a county or city may establish a transportation benefit district within the county or city area or within the area specified in subsection (2) of this section, for the purpose of acquiring, constructing, improving, providing, and funding a transportation improvement within the district that is consistent with any existing state, regional, or local transportation plans and necessitated by existing or reasonably foreseeable congestion levels. The transportation improvements shall be owned by the county of jurisdiction if located in an unincorporated area, by the city of jurisdiction if located in an incorporated area, or by the state in cases where the transportation improvement is or becomes a state highway. However, if deemed appropriate by the governing body of the transportation benefit district, a transportation improvement may be owned by a participating port district or transit district, unless otherwise prohibited by law. Transportation improvements shall be administered and maintained as other public streets, roads, highways, and transportation improvements. To the extent practicable, the district shall consider the following criteria when selecting transportation improvements:

- (a) Reduced risk of transportation facility failure and improved safety;
- (b) Improved travel time;
- (c) Improved air quality;
- (d) Increases in daily and peak period trip capacity;
- (e) Improved modal connectivity;
- (f) Improved freight mobility;
- (g) Cost-effectiveness of the investment;
- (h) Optimal performance of the system through time;
- (i) Improved accessibility for, or other benefits to, persons with special transportation needs as defined in *RCW [47.06B.012](#); and
- (j) Other criteria, as adopted by the governing body.

(2) Subject to subsection (6) of this section, the district may include area within more than one county, city, port district, county transportation authority, or public transportation benefit area, if the legislative authority of each participating jurisdiction has agreed to the inclusion as provided in an interlocal agreement adopted pursuant to chapter [39.34](#) RCW. However, the boundaries of the district need not include all territory within the boundaries of the participating jurisdictions comprising the district.

(3) The members of the legislative authority proposing to establish the district, acting ex officio and independently, shall constitute the governing body of the district: PROVIDED, That where a district includes area within more than one jurisdiction under subsection (2) of this section, the district shall be governed under an interlocal agreement adopted pursuant to chapter [39.34](#) RCW, with the governing body being composed of (a) at least five members including at least one elected official from the legislative authority of each participating jurisdiction or (b) the governing body of the metropolitan planning organization serving the district, but only if the district boundaries are identical to the boundaries of the metropolitan planning organization serving the district.

(4) The treasurer of the jurisdiction proposing to establish the district shall act as the ex officio treasurer of the district, unless an interlocal agreement states otherwise.

- (5) The electors of the district shall all be registered voters residing within the district.

(6) Prior to December 1, 2007, the authority under this section, regarding the establishment of or the participation in a district, shall not apply to:

(a) Counties with a population greater than one million five hundred thousand persons and any adjoining counties with a population greater than five hundred thousand persons;

(b) Cities with any area within the counties under (a) of this subsection; and

(c) Other jurisdictions with any area within the counties under (a) of this subsection.

[2010 c 250 § 1; 2009 c 515 § 14; 2006 c 311 § 25; 2005 c 336 § 3; 1989 c 53 § 1; 1987 c 327 § 2.]

Notes:

***Reviser's note:** RCW [47.06B.012](#) was repealed by 2011 c 60 § 51.

Findings -- 2006 c 311: See note following RCW [36.120.020](#).

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

Severability -- 1989 c 53: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1989 c 53 § 5.]

Transportation benefit district tax authority: RCW [82.47.020](#).

36.73.030

Establishment of district by city.

See RCW [35.21.225](#).

36.73.040

General powers of district.

(1) A transportation benefit district is a quasi-municipal corporation, an independent taxing "authority" within the meaning of Article VII, section 1 of the state Constitution, and a "taxing district" within the meaning of Article VII, section 2 of the state Constitution.

(2) A transportation benefit district constitutes a body corporate and possesses all the usual powers of a corporation for public purposes as well as all other powers that may now or hereafter be specifically conferred by statute, including, but not limited to, the authority to hire employees, staff, and services, to enter into contracts, to acquire, hold, and dispose of real and personal property, and to sue and be sued. Public works contract limits applicable to the jurisdiction that established the district apply to the district.

(3) To carry out the purposes of this chapter, and subject to the provisions of RCW [36.73.065](#), a district is authorized to impose the following taxes, fees, charges, and tolls:

(a) A sales and use tax in accordance with RCW [82.14.0455](#);

(b) A vehicle fee in accordance with RCW [82.80.140](#);

(c) A fee or charge in accordance with RCW [36.73.120](#). However, if a county or city within the district area is levying a fee or charge for a transportation improvement, the fee or charge shall be credited against the amount of the fee or charge imposed by the district. Developments consisting of less than twenty residences are exempt from the fee or charge under RCW [36.73.120](#); and

(d) Vehicle tolls on state routes, city streets, or county roads, within the boundaries of the district, unless otherwise prohibited by law. However, consistent with RCW [47.56.820](#), the vehicle toll must first be authorized by the legislature if the toll is imposed on a state route. The department of transportation shall administer the collection of vehicle tolls authorized on state routes, unless otherwise specified in law or by contract, and the state transportation commission, or its successor, may approve, set, and impose the tolls in amounts sufficient to implement the district's transportation improvement finance plan. The district shall administer the collection of vehicle tolls authorized on city streets or county roads, and shall set and impose the tolls in amounts sufficient to implement the district's transportation improvement plan. However, consistent with RCW [47.56.850](#), the vehicle toll, including any change in an existing toll rate, must first be reviewed and approved by the tolling authority designated in RCW [47.56.850](#) if the toll, or change in toll rate, would have a significant impact, as determined by the tolling authority, on the operation of any state facility.

[2008 c 122 § 17; 2005 c 336 § 4; 1989 c 53 § 3; 1987 c 327 § 4.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

Severability -- 1989 c 53: See note following RCW [36.73.020](#).

36.73.050

Establishment of district — Public hearing — Ordinance.

(1) The legislative authorities proposing to establish a district, or to modify the boundaries of an existing district, or to dissolve an existing district shall conduct a hearing at the time and place specified in a notice published at least once, not less than ten days before the hearing, in a newspaper of general circulation within the proposed district. Subject to the provisions of RCW [36.73.170](#), the legislative authorities shall make provision for a district to be automatically dissolved when all indebtedness of the district has been retired and anticipated responsibilities have been satisfied. This notice shall be in addition to any other notice required by law to be published. The notice shall, where applicable, specify the functions or activities proposed to be provided or funded, or the additional functions or activities proposed to be provided or funded, by the district. Additional notice of the hearing may be given by mail, by posting within the proposed district, or in any manner the legislative authorities deem necessary to notify affected persons. All hearings shall be public and the legislative authorities shall hear objections from any person affected by the formation, modification of the boundaries, or dissolution of the district.

(2)(a) Following the hearing held pursuant to subsection (1) of this section, the legislative authorities may establish a district, modify the boundaries or functions of an existing district, or dissolve an existing district, if the legislative authorities find the action to be in the public interest and adopt an ordinance providing for the action.

(b) The ordinance establishing a district shall specify the functions and transportation improvements described under RCW [36.73.015](#) to be exercised or funded and establish the boundaries of the district. Subject to the provisions of RCW [36.73.160](#), functions or transportation improvements proposed to be provided or funded by the district may not be expanded beyond those specified in the notice of hearing, unless additional notices are made, further hearings on the expansion are held, and further determinations are made that it is in the public interest to so expand the functions or transportation improvements proposed to be provided or funded.

[2007 c 329 § 3; 2005 c 336 § 5; 1987 c 327 § 5.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.060

Authority to levy property tax.

(1) A district may levy an ad valorem property tax in excess of the one percent limitation upon the property within the district for a one-year period whenever authorized by the voters of the district pursuant to RCW [84.52.052](#) and Article VII, section 2(a) of the state Constitution.

(2) A district may provide for the retirement of voter-approved general obligation bonds, issued for capital purposes only, by levying bond retirement ad valorem property tax levies in excess of the one percent limitation whenever authorized by the voters of the district pursuant to Article VII, section 2(b) of the state Constitution and RCW [84.52.056](#).

[2005 c 336 § 6; 1987 c 327 § 6.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.065

Taxes, fees, charges, tolls, rebate program.

(1) Except as provided in subsection (4) of this section, taxes, fees, charges, and tolls may not be imposed by a district without approval of a majority of the voters in the district voting on a proposition at a general or special election. The proposition must include a specific description of: (a) The transportation improvement or improvements proposed by the district; (b) any rebate program proposed to be established under RCW [36.73.067](#); and (c) the proposed taxes, fees, charges, and the range of tolls imposed by the district to raise revenue to fund the improvement or improvements or rebate program, as applicable.

(2) Voter approval under this section must be accorded substantial weight regarding the validity of a transportation improvement as defined in RCW [36.73.015](#).

(3) A district may not increase any taxes, fees, charges, or range of tolls imposed or change a rebate program under this chapter once the taxes, fees, charges, tolls, or rebate program takes effect, unless authorized by the district voters pursuant to RCW [36.73.160](#).

(4)(a) A district that includes all the territory within the boundaries of the jurisdiction, or jurisdictions, establishing the district may impose by a majority vote of the governing board of the district the following fees and charges:

- (i) Up to twenty dollars of the vehicle fee authorized in RCW [82.80.140](#); or
- (ii) A fee or charge in accordance with RCW [36.73.120](#).

(b) The vehicle fee authorized in (a) of this subsection may only be imposed for a passenger-only ferry transportation improvement if the vehicle fee is first approved by a majority of the voters within the jurisdiction of the district.

(c)(i) A district solely comprised of a city or cities shall not impose the fees or charges identified in (a) of this subsection within one hundred eighty days after July 22, 2007, unless the county in which the city or cities reside, by resolution, declares that it will not impose the fees or charges identified in (a) of this subsection within the one hundred eighty-day period; or

- (ii) A district solely comprised of a city or cities identified in RCW [36.73.020](#)(6)(b) may not impose the fees or

charges until after May 22, 2008, unless the county in which the city or cities reside, by resolution, declares that it will not impose the fees or charges identified in (a) of this subsection through May 22, 2008.

(5) If the interlocal agreement in RCW [82.80.140\(2\)\(a\)](#) cannot be reached, a district that includes only the unincorporated territory of a county may impose by a majority vote of the governing body of the district up to twenty dollars of the vehicle fee authorized in RCW [82.80.140](#).

[2012 c 152 § 3; 2007 c 329 § 1; 2005 c 336 § 17.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.067

Vehicle fee rebate program — Low-income individuals — Report to legislature.

(1) A district that: (a) Includes a city with a population of five hundred thousand persons or more; and (b) imposes a vehicle fee under RCW [36.73.040\(3\)\(b\)](#), sales and use taxes under RCW [36.73.040\(3\)\(a\)](#), or tolls under RCW [36.73.040\(3\)\(d\)](#), may establish a rebate program for the purposes of providing rebates of up to forty percent of the actual fee, tax, or toll paid by a low-income individual.

(2) Funds collected from a vehicle fee under RCW [36.73.040\(3\)\(b\)](#), sales and use tax under RCW [36.73.040\(3\)\(a\)](#) or tolls under RCW [36.73.040\(3\)\(d\)](#) may be used for a rebate program established under this section.

(3) A district that establishes a rebate program is responsible for the development and administration of the program and all functions and costs associated with the rebate program.

(4) A district that establishes a rebate program under this section must report back to the legislature two years after the program takes effect. The report must include, but is not limited to, a detailed description of the structure of the program, the average rebate, the total amount of rebates issued, and the number of people that received rebates.

[2012 c 152 § 2.]

36.73.070

Authority to issue general obligation bonds, revenue bonds.

(1) To carry out the purposes of this chapter and notwithstanding RCW [39.36.020\(1\)](#), a district may issue general obligation bonds, not to exceed an amount, together with any other outstanding nonvoter-approved general obligation indebtedness, equal to one and one-half percent of the value of taxable property within the district, as the term "value of taxable property" is defined in RCW [39.36.015](#). A district may additionally issue general obligation bonds for capital purposes only, together with any outstanding general obligation indebtedness, not to exceed an amount equal to five percent of the value of the taxable property within the district, as the term "value of taxable property" is defined in RCW [39.36.015](#), when authorized by the voters of the district pursuant to Article VIII, section 6 of the state Constitution, and may also provide for the retirement thereof by excess property tax levies as provided in RCW [36.73.060\(2\)](#). The district may, if applicable, submit a single proposition to the voters that, if approved, authorizes both the issuance of the bonds and the bond retirement property tax levies.

(2) General obligation bonds with a maturity in excess of forty years shall not be issued. The governing body of the district shall by resolution determine for each general obligation bond issue the amount, date, terms, conditions, denominations, maximum fixed or variable interest rate or rates, maturity or maturities, redemption rights, registration privileges, manner of execution, manner of sale, callable provisions, if any, covenants, and form, including registration as to principal and interest, registration as to principal only, or bearer. Registration may include, but not be limited to: (a) A book entry system of recording the ownership of a bond whether or not physical bonds are issued;

or (b) recording the ownership of a bond together with the requirement that the transfer of ownership may only be effected by the surrender of the old bond and either the reissuance of the old bond or the issuance of a new bond to the new owner. Facsimile signatures may be used on the bonds and any coupons. Refunding general obligation bonds may be issued in the same manner as general obligation bonds are issued.

(3) Whenever general obligation bonds are issued to fund specific projects or enterprises that generate revenues, charges, user fees, or special assessments, the district may specifically pledge all or a portion of the revenues, charges, user fees, or special assessments to refund the general obligation bonds. The district may also pledge any other revenues that may be available to the district.

(4) In addition to general obligation bonds, a district may issue revenue bonds to be issued and sold in accordance with chapter [39.46](#) RCW.

[2005 c 336 § 7; 1987 c 327 § 7.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.080

Local improvement districts authorized — Special assessments — Bonds.

(1) A district may form a local improvement district to provide any transportation improvement it has the authority to provide, impose special assessments on all property specially benefited by the transportation improvements, and issue special assessment bonds or revenue bonds to fund the costs of the transportation improvement. Local improvement districts shall be created and administered, and assessments shall be made and collected, in the manner and to the extent provided by law to cities and towns pursuant to chapters [35.43](#), [35.44](#), [35.49](#), [35.50](#), [35.51](#), [35.53](#), and [35.54](#) RCW. However, the duties devolving upon the city or town treasurer under these chapters shall be imposed upon the district treasurer for the purposes of this section. A local improvement district may only be formed under this section pursuant to the petition method under RCW [35.43.120](#) and [35.43.125](#).

(2) The governing body of a district shall by resolution establish for each special assessment bond issue the amount, date, terms, conditions, denominations, maximum fixed or variable interest rate or rates, maturity or maturities, redemption rights, registration privileges, if any, covenants, and form, including registration as to principal and interest, registration as to principal only, or bearer. Registration may include, but not be limited to: (a) A book entry system of recording the ownership of a bond whether or not physical bonds are issued; or (b) recording the ownership of a bond together with the requirement that the transfer of ownership may only be effected by the surrender of the old bond and either the reissuance of the old bond or the issuance of a new bond to the new owner. Facsimile signatures may be used on the bonds and any coupons. The maximum term of any special assessment bonds shall not exceed thirty years beyond the date of issue. Special assessment bonds issued pursuant to this section shall not be an indebtedness of the district issuing the bonds, and the interest and principal on the bonds shall only be payable from special assessments made for the improvement for which the bonds were issued and any local improvement guaranty fund that the district has created. The owner or bearer of a special assessment bond or any interest coupon issued pursuant to this section shall not have any claim against the district arising from the bond or coupon except for the payment from special assessments made for the improvement for which the bonds were issued and any local improvement guaranty fund the district has created. The district issuing the special assessment bonds is not liable to the owner or bearer of any special assessment bond or any interest coupon issued pursuant to this section for any loss occurring in the lawful operation of its local improvement guaranty fund. The substance of the limitations included in this subsection (2) shall be plainly printed, written, or engraved on each special assessment bond issued pursuant to this section.

(3) Assessments shall reflect any credits given by a district for real property or property right donations made pursuant to RCW [47.14.030](#).

(4) The governing body may establish, administer, and pay money into a local improvement guaranty fund, in the manner and to the extent provided by law to cities and towns under chapter [35.54](#) RCW, to guarantee special assessment bonds issued by the district.

[2005 c 336 § 8; 1987 c 327 § 8.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.090
Printing of bonds.

Where physical bonds are issued pursuant to RCW [36.73.070](#) or [36.73.080](#), the bonds shall be printed, engraved, or lithographed on good bond paper and the manual or facsimile signatures of both the treasurer and chairperson of the governing body shall be included on each bond.

[1987 c 327 § 9.]

36.73.100
Use of bond proceeds.

(1) The proceeds of any bond issued pursuant to RCW [36.73.070](#) or [36.73.080](#) may be used to pay costs incurred on a bond issue related to the sale and issuance of the bonds. These costs include payments for fiscal and legal expenses, obtaining bond ratings, printing, engraving, advertising, and other similar activities.

(2) In addition, proceeds of bonds used to fund capital projects may be used to pay the necessary and related engineering, architectural, planning, and inspection costs.

[2005 c 336 § 9; 1987 c 327 § 10.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.110
Acceptance and use of gifts and grants.

A district may accept and expend or use gifts, grants, and donations.

[2005 c 336 § 10; 1987 c 327 § 11.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.120
Imposition of fees on building construction or land development.

(1) Subject to the provisions in RCW [36.73.065](#), a district may impose a fee or charge on the construction or reconstruction of commercial buildings, industrial buildings, or on any other commercial or industrial building or building space or appurtenance, or on the development, subdivision, classification, or reclassification of land for commercial purposes, only if done in accordance with chapter [39.92](#) RCW.

(2) Any fee or charge imposed under this section shall be used exclusively for transportation improvements as defined in RCW [36.73.015](#). The fees or charges imposed must be reasonably necessary as a result of the impact of development, construction, or classification or reclassification of land on identified transportation needs.

(3) If a county or city within the district area is levying a fee or charge for a transportation improvement, the fee or charge shall be credited against the amount of the fee or charge imposed by the district.

[2010 c 105 § 2; 2007 c 329 § 4; 2005 c 336 § 11; 1988 c 179 § 7; 1987 c 327 § 12.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

Severability -- Prospective application -- Section captions -- 1988 c 179: See RCW [39.92.900](#) and [39.92.901](#).

36.73.130

Power of eminent domain.

A district may exercise the power of eminent domain to obtain property for its authorized purposes in the same manner as authorized for the city or county legislative authority that established the district.

[2005 c 336 § 12; 1987 c 327 § 13.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.140

Authority to contract for street and highway improvements.

A district has the same powers as a county or city to contract for street, road, or state highway improvement projects and to enter into reimbursement contracts provided for in chapter [35.72](#) RCW.

[2005 c 336 § 13; 1987 c 327 § 14.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.150

Department of transportation, counties, cities, and other jurisdictions may fund transportation improvements.

The department of transportation, counties, cities, and other jurisdictions may give funds to districts for the purposes of financing transportation improvements under this chapter.

[2005 c 336 § 14; 1987 c 327 § 15.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.160

Transportation improvement projects — Material change policy — Annual report.

(1) The district governing body shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan. The policy must at least address material changes to cost, scope, and schedule, the level of change that will require governing body involvement, and how the governing body will address those changes. At a minimum, in the event that a transportation improvement cost exceeds its original cost by more than twenty percent as identified in a district's original finance plan, the governing body shall hold a public hearing to solicit comment from the public regarding how the cost change should be resolved.

(2) A district shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.

[2005 c 336 § 18.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.170

Completion of transportation improvement — Termination of district operations — Termination of taxes, fees, charges, and tolls — Dissolution of district.

Within thirty days of the completion of the construction of the transportation improvement or series of improvements authorized by a district, the district shall terminate day-to-day operations and exist solely as a limited entity that oversees the collection of revenue and the payment of debt service or financing still in effect, if any and to carry out the requirements of RCW [36.73.160](#). The district shall accordingly adjust downward its employees, administration, and overhead expenses. Any taxes, fees, charges, or tolls imposed by the district terminate when the financing or debt service on the transportation improvement or series of improvements constructed is completed and paid and notice is provided to the departments administering the taxes. Any excess revenues collected must be disbursed to the participating jurisdictions of the district in proportion to their population, using population estimates prepared by the office of financial management. The district shall dissolve itself and cease to exist thirty days after the financing or debt service on the transportation improvement, or series of improvements, constructed is completed and paid. If there is no debt outstanding, then the district shall dissolve within thirty days from completion of construction of the transportation improvement or series of improvements authorized by the district. Notice of dissolution must be published in newspapers of general circulation within the district at least three times in a period of thirty days. Creditors must file claims for payment of claims due within thirty days of the last published notice or the claim is extinguished.

[2005 c 336 § 19.]

Notes:

Effective date -- 2005 c 336: See note following RCW [36.73.015](#).

36.73.180

Supplemental transportation improvements.

(1) In districts comprised of more than one member city, the legislative authorities of any member city that is located in a county having a population of more than one million five hundred thousand may petition the district to provide supplemental transportation improvements.

(2) Upon receipt of a petition as provided in subsection (1) of this section for supplemental transportation improvements that are to be fully funded by the petitioner city, including ongoing operating and maintenance costs, the district must:

(a) Conduct a public hearing, and provide notice and opportunity for public comment consistent with the requirements of RCW [36.73.050](#)(1); and

(b) Following the hearing, if a majority of the district's governing board determines that the proposed supplemental transportation improvements are in the public interest, the district shall adopt an ordinance providing for the incorporation of the supplemental improvements into any existing services. The supplemental transportation improvements must be in addition to existing services provided by the district. The district shall enter into agreements with the petitioner city or identified service providers to coordinate existing services with the supplemental improvements.

(3) Upon receipt of a petition as provided in subsection (1) of this section for supplemental transportation improvements proposed to be partially or fully funded by the district, the district must:

(a) Conduct a public hearing, and provide notice and opportunity for public comment consistent with the requirements of RCW [36.73.050](#)(1); and

(b) Following the hearing, submit a proposition to the voters at the next special or general election for approval by a majority of the voters in the district. The proposition must specify the supplemental transportation improvements to be provided and must estimate the capital, maintenance, and operating costs to be funded by the district.

(4) If a proposition to incorporate supplemental transportation improvements is approved by the voters as provided under subsection (3) of this section, the district shall adopt an ordinance providing for the incorporation of the supplemental improvements into any existing services provided by the district. The supplemental improvements must be in addition to existing services. The district shall enter into agreements with the petitioner city or identified service providers to coordinate existing services with the supplemental improvements.

(5) A supplemental transportation improvement must be consistent with the petitioner city's comprehensive plan under chapter [36.70A](#) RCW.

(6) Unless otherwise agreed to by the petitioner city or by a majority of the district's governing board, upon adoption of an ordinance under subsection (2) or (4) of this section, the district shall maintain its existing public transportation service levels in locations where supplemental transportation improvements are provided.

[2010 c 251 § 3.]

36.73.900

Liberal construction.

The rule of strict construction does not apply to this chapter, and this chapter shall be liberally construed to permit the accomplishment of its purposes.

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SOLID WASTE SERVICES WITH REPUBLIC SERVICES.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Final Draft Contract with Republic Services (provided separately in a 3 ring binder)

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

The City of Covington is about to take the next step in its maturity from a new city by taking control of the oversight of the solid waste services within its borders. This process began in May 2012 with the City Council providing staff direction to negotiate a contract for solid waste services with Republic Services. Negotiations began in October 2012 and have recently been completed. Staff is seeking approval of this contract. Staff and Republic Services have addressed every issue and revisited the areas City Council directed us to look at following the February 26th Council meeting. These issues included raising the residential services rate for garbage from the current proposed rates by 10 cents across the board and leaving yard waste at the current levels and finalizing a rate reduction should the City Council decide to enact mandatory service at a later date. That rate reduction will be 12 cents across the board for mandatory garbage service and a 25 cent rate reduction for all services being made mandatory. Mandatory service will most likely be considered in 2014.

Listed below are the general philosophy and objectives of the negotiation sessions and an overview of highlights the new contract will provide to the community.

General Philosophy of Negotiations:

- Improved and added services at a lower cost to the city, businesses and residents.
- This is a partnership between the city and Republic Services to provide the best solid waste and recycling services possible within the City of Covington.
- Rates will generally be reduced but the overall cost of service to the customer is more important.
- Rates will be competitive with neighboring and like size cities.
- The priority for positive impact for the new contract will be:
 - Residential customers;
 - Small to medium size businesses; and
 - Large commercial customers.

New Contract Highlights:

- Improved rates and lower costs for most Covington customers.
- Quality controls and customer service improvements.
- City owned sites, events and street container pickup services provided at no cost.

- Mini drop boxes compatible with city equipment provided for Maintenance Division use.
- Cart ownership by the city at the end of the term.
- City control of solid waste services and rate rather than the WUTC.
- Administrative Fee of \$75,000 paid to city by Republic Services.
- A nine (9) year term with two, two-year extensions possible at the city’s discretion. (7 and 8 year terms are an option with different rate structures).
- As per Council direction the residential service rates for garbage will be raised from the proposed negotiated rates by 10 cents across the board so that yard waste services will remain at the current rate and service levels.

Covington staff recommends that the contract be approved. Once the contract is approved the transition to prepare for implementing the new contact will begin. Included in the process will be updating city codes as they pertain to solid waste and recycling services. We are proposing to bring those to you for consideration in late May. Staff, along with Republic Services staff will be available for questions and to address any other concerns or desired modifications with the contract prior to final approval.

ALTERNATIVES:

Give staff direction to return to negotiations with Republic on specific Council concerns with the draft contract language.

Not approve the contract and maintain the status quo.

FISCAL IMPACT:

The city will receive \$75,000 per year (in equal monthly payments) as an administrative fee from Republic Services.

With the new conditions, the city will see approximately a \$15,000 savings in disposal fees that are now included in the contract as provided services.

Most residential and many commercial customers will see a savings in their annual disposal and recycling costs.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a contract for solid waste services with Republic Services.

REVIEWED BY: City Manager, City Attorney, Finance Director

Agenda Item 3
Covington City Council Meeting
Date: April 9, 2013

SUBJECT: CONSIDER APPOINTMENTS TO OPENINGS ON THE ARTS COMMISSION

RECOMMENDED BY: Pat Patterson, Recreation Manager
Scott Thomas, Parks & Recreation Director

ATTACHMENTS: See Interview Schedules and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: There are currently three open positions: two vacant positions created from previous resignations and one regular “term ending” position. Position No. 2 has two months remaining for its term, and Position No. 4 has 14 months remaining for its term. Position No. 1’s term will end on May 31, 2013. The current applicants are:

Sandy Bisordi	Currently holds Pos. 1	Resides Outside*
Marilyn Hadley		Resides Outside*
Kelsey Hollingsworth	Youth	Resides Outside*
Leslie Spero		Resides Outside*

*Within three-mile radius.

Two of the three appointments may be a youth (only one youth has applied). Only two out of three of the positions may be filled by an applicant who resides outside Covington city limits (four outside applicants have applied).

There are no applicants living or working inside Covington city limits at this time. Therefore, only two of the three positions could be filled at this meeting. Staff will continue to advertise for applicants living or working inside city limits.

NOTE: Ordinance No. 11-10. *Membership, terms, residence requirements:* “The Arts Commission shall consist of seven members appointed by the City Council, two of which may be youth members who must be between the ages of 14 and 18 at the start of their terms. Up to two of the members may reside outside the City, but those outside must reside within a three-mile radius of the City limits. The remaining five members must work or reside within the City limits.”

ALTERNATIVES:

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

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

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill open Position No. 1 on the Arts Commission with a term expiring May 31, 2016 (if an adult) or a one-year term expiring May 31, 2014 (if a youth).

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Vacant Position No. 2 on the Arts Commission for the remainder of the term expiring May 31, 2013 and fill the open Position No. 2 for the following term expiring May 31, 2016 (if an adult) or a one-year term expiring May 31, 2014 (if a youth).

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Vacant Position No. 4 on the Arts Commission for the remainder of the term expiring May 31, 2014 (if an adult or if a youth).

REVIEWED BY: Derek Matheson, City Manager
Scott Thomas, Parks & Recreation Director
Pat Patterson, Recreation Manager

SUBJECT: CONSIDER FENCING AT COVINGTON COMMUNITY PARK.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Map of Covington Community Park (CCP) with proposed fencing

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

Covington Community Park is nearing the grand opening date and as construction has progressed concerns have been raised by the Parks and Recreation Commission, city staff, and city council regarding limiting access to the park to prevent vandalism. While no fence can fully protect the park from damage, efforts can be made to minimize the risk.

Staff has evaluated options for fencing types and locations and recommends the following:

- Split rail fencing would be adequate and the best financial option for the right-of-way perimeter on SE 240th Street and 180th Avenue SE.
- A gate at the south east corner of the property, at the old home location, would help maintenance access and should be four foot high chain link.
- The perimeter of the two retention ponds should be fenced to limit access to areas of water and should be the city standard six foot black vinyl chain link with gates for maintenance access.

ALTERNATIVES:

Alternative A: Addition of Fencing on Western Border of the Park

The McCain's, owners of the property abutting the western border of the park, continue to request that the city install fencing on the shared border between their property and the park. Staff has brought this issue to the council on at least two occasions and each time the council directed staff to not install fencing on the western border of the park. This is consistent with the city's current standard operating procedure to only install fencing to prevent or direct access *to* city properties and not to prevent or direct access *from* them.

It is also important to note that a significant portion of the western border of the park is an easement granted by BPA to the city, and the easement agreement does not currently allow fencing. BPA is clear that they prefer no obstacles within their right-of-way (including restricting the placement of any structure within 75 feet of the base of the BPA tower). Accordingly, should

the council wish to explore installation of fencing on the western border of the park abutting the McCain property, the city would need to renegotiate the easement agreement with BPA prior to the installation of any fencing. BPA has no duty or requirement to renegotiate the easement agreement or allow fencing within the easement. If BPA were to deny the request to install fencing on the easement, fencing along that portion of the border would have to be placed on the McCain's private property.

If council were to approve moving forward with this alternative option of adding fencing to the western border of the park, staff recommends a 50/50 cost split with the McCain's for the costs of installing split-rail fencing. The ultimate cost will depend on negotiations with BPA. If BPA approves the installation of fencing within the easement, then the 50/50 cost split would apply to the cost of fencing the entire western border of the park. If BPA does not approve the installation of fencing within the easement, then the 50/50 cost split would apply to *only* those north and south portions of the western border outside of the easement area, as providing funding for fencing on private property (the McCain property) would be an unlawful gifting of public funds. Attached Exhibit 1 indicates the easement area and remaining property border outside of the easement area.

Should council choose to pursue this alternative option, it will take some time to engage and negotiate with BPA. Accordingly, staff recommends proceeding immediately with staff's recommendation of fencing the right-of-way perimeter on SE 240th Street and 180th Avenue SE and the retention ponds to lower the risk of park vandalism. At the same time, staff would engage BPA and proceed according to the outcome of those negotiations.

Alternative B: Provide no fencing at the park.

FISCAL IMPACT:

	Chain Link Fence	Split Rail Fence	Total Cost
Staff Recommendation	\$29,140	\$18,220	\$47,360
Alternatives			
A (Staff Recommendation <i>plus</i> fencing western border)	\$29,140	\$22,280	\$51,420
B	No direct cost	No direct cost	Unknown

The fencing costs will be funded by the monies that were designated from the Cumulative Reserve Fund to be used as contingency for the Covington Community Park project. The original amount set aside was \$100,000, of which no funds have been expended to date.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize staff to proceed with the staff’s recommendation for the installation of fencing at Covington Community Park.

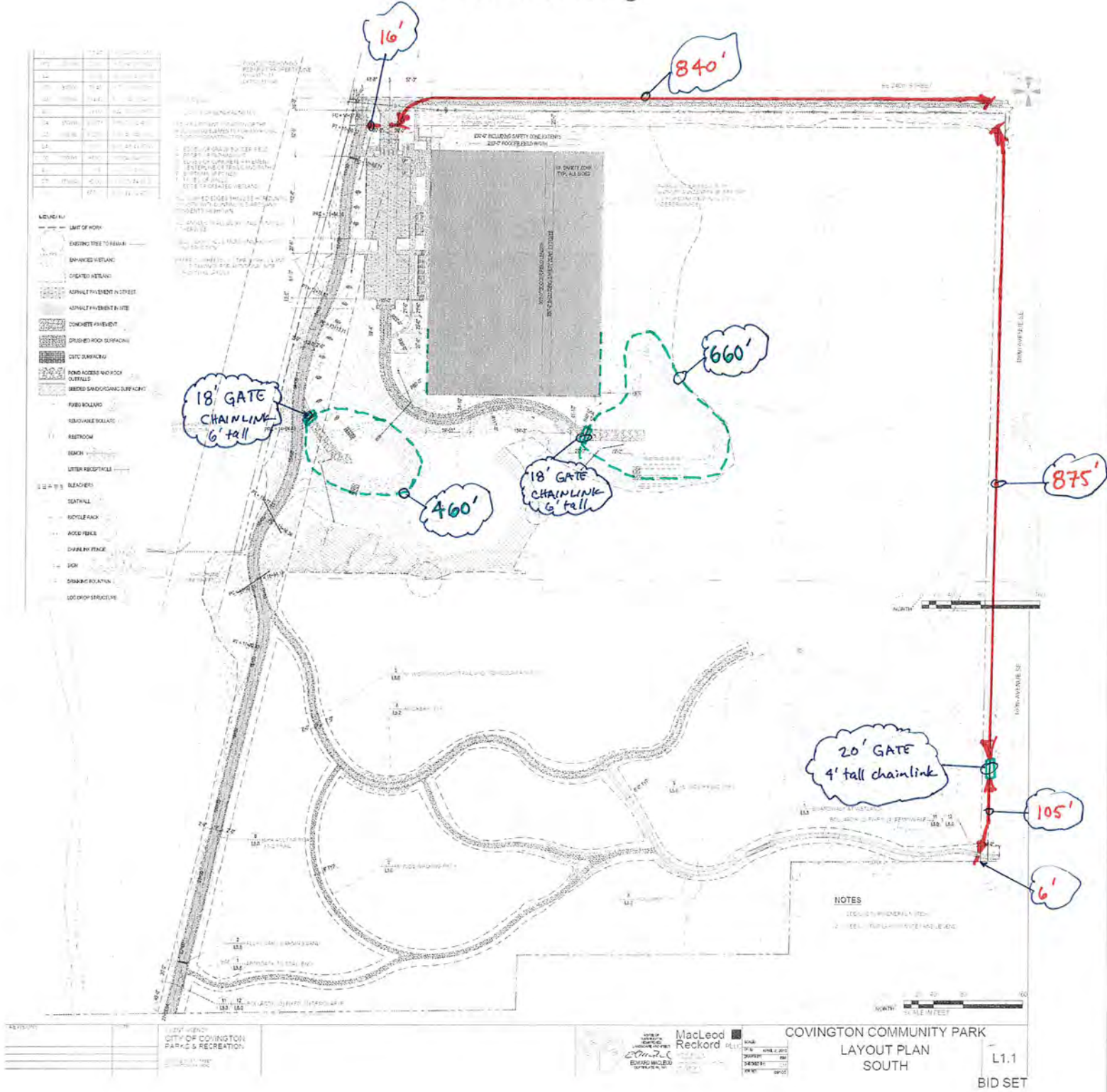
OR

Council member _____ moves, Council member _____ seconds, to authorize staff to proceed with Alternative _____ for the installation of fencing at Covington Community Park.

REVIEWED BY: City Manager, City Attorney, Finance Director

CCP Fencing

ATTACHMENT 1



- SPLIT RAIL WOOD FENCING
- 6' tall black vinyl chainlink fencing

Agenda Item 5

Covington City Council Meeting

Date: April 9, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CANBER CORPS FOR LANDSCAPE MAINTENANCE AT COVINGTON COMMUNITY PARK.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Landscape Maintenance Agreement for Covington Community Park

PREPARED BY: Ross Junkin, Maintenance Supervisor

EXPLANATION:

Staff requests the City Council to award the Covington Community Park Landscape Maintenance Agreement to the lowest, most qualified bidder, Canber Corps, P.O. Box 2668, Renton, Washington, 98056, to provide maintenance services for the landscaping and grounds at Covington Community Park as outlined in the agreement.

We requested bids from all landscape maintenance contractors on the Municipal Research and Services (MRSC) Small Works Roster. Twenty-three (23) companies requested bid specifications and plans. We received bids from six (6) companies. The low bidder will maintain the landscaping and grounds at Covington Community Park as outlined in the attached agreement. As part of the bid proposals, the bidders were asked to provide a price to open and close the gates for the park at the beginning and end of each day. We recommend including this additive bid item with this contract.

ALTERNATIVES:

Reject all bids and re-advertise the project for competitive bids later.

FISCAL IMPACT:

The lowest responsive, responsible bid is \$58,139.01 including sales tax. The contract has provisions that allow discretionary work (extra costs) that will be approved by the city prior to any work being started.

The 2013 total budgeted amount for this activity is \$88,000 + \$16,000 contingency = \$104,000 (Parks Maintenance Fund). Staff will evaluate the current budgeted amount during the 2014 budget process.

CITY COUNCIL ACTION: _____Ordinance _____Resolutions X Motion _____Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute an Agreement with Canber Corps for Landscape Maintenance at Covington Community Park.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT FOR SERVICES

Between: City of Covington and Canber Corps
 Project: Covington Community Park Maintenance
 Commencing: May 1, 2013
 Terminating: April 30, 2014
 Amount: Not to exceed \$104,000

THIS AGREEMENT FOR SERVICES is entered into this 9th day of April, 2013, by and between the City of Covington ("City"), a Washington municipal corporation, and Canber Corps ("Contractor"), a corporation.

RECITALS:

A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform maintenance services at Covington Community Park on behalf of the citizens of Covington; and

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

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

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

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

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

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

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services,

but in any event no later than April 30, 2014 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \$104,000.

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

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

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

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

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

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

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

other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

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

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

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

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

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

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

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

years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.1 if to the Contractor, to:

Jeff Candler, Owner/President
Canber Corps
P.O. Box 2668
Renton, WA 98056

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

22.2 if to the City, to:

Ross Junkin, Maintenance Supervisor
City of Covington
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

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

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

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

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

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

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

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

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

CITY OF COVINGTON

By: Glenn Akramoff
Its: Public Works Director

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

CANBER CORPS

By: Jeff Candler
Its: Owner/President

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

GIVEN my hand and official seal this ___ day of _____, 2013.

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

**SCOPE OF SERVICES
COVINGTON COMMUNITY PARK MAINTENANCE**

I – General Requirements

- A. Contractors who wish to bid on this contract are **STRONGLY ENCOURAGED to attend an on-site walk through with the City**. This walk through will take place on **March 6, 2013 beginning at 1:00 pm**. It should take an hour or two to walk the site and answer questions that individual bidders may have.

- B. Intent

This Scope of Services is intended to cover most of the maintenance activities that will be required at this park. However, since it is a new park that has not opened to the public as of the writing of this contract, certain issues are bound to arise that will need to be addressed during the performance of this contract. There may be a need to increase or decrease certain bid items due to the new nature of this park. At this time the City does not have a date in which the soccer field will be open to scheduling. It is intended that “light use” (smaller children’s soccer) will be the main use for the 2013 season.

The intent of this Scope of Services is to describe and cover all labor, materials, equipment and services necessary for the performance of all work included in and required by the Contract specifications for maintenance at Covington Community Park (CCP). See Exhibit B for site plan.

- C. Work Included

The work in this Contract may include, but is not limited to: mowing, edging, vegetation pruning, weeding, planting bed maintenance, hard surface cleaning, operation of irrigation systems, litter pickup and garbage removal, trail maintenance, tree debris removal, leaf removal and ground cover pruning, as set forth in the Annual Maintenance Schedule Guidelines (see Exhibit C). Applications of fertilizers, pre-emergent, and herbicides shall be specified in the Annual Maintenance Schedule Guidelines for each site.

- D. Work Not Included

Work excluded from this Contract includes: fencing repairs, field turf vandalism, large tree fall removal (>6” cal), or structural repairs.

- E. Location

Covington Community Park: 17661 SE 240th Street (SW corner of SE 240th Street and 180th Avenue SE)

Park Maintenance includes:

1. Soccer Field Maintenance (Approximately 76,000 SF of playing surface)
 - a. Expected bi-weekly turf mowing during growing season
 - b. Edging of concrete curb along field (Approximately 2,240 LF)
 - c. Fertilizer applications
 - d. Herbicide/pesticide application/rodent control
 - e. Irrigation management
 - System startup and winterization
 - Monitor and test system
 - Troubleshoot and make repairs as necessary

- f. Aerate, top-dress, and over-seed soccer field: typically once/year
- g. Soccer field preparation
 - Paint field lines once/week during playing season
 - Soccer goals: inspect and notify City of any damage
- h. Chain link fencing
 - Inspect and notify City of any damage
- 2. Non Athletic Field Turf
 - a. Weekly mow of selected areas once per week during growing season; typically ending when grass goes dormant
 - b. Weekly mow of trail through the undeveloped portion of park during growing season
 - c. Weekly edging where required
 - d. Rodent control
 - e. Herbicide/pesticide application
- 3. Garbage/Litter
 - a. 3 times a week trash can service
 - b. Daily litter pick-up throughout park
- 4. Trail Maintenance
 - a. Daily litter pick-up
 - b. Blowing of needles/leaves off all trails/bridge
 - c. Pressure washing of wood bridge once/year (water only, no chemicals)
 - d. Patch asphalt trail as needed and approved by City
 - e. Remove tree debris from trail as needed (less than 6" caliper)
 - f. Keep vegetation back from trail (typically 2 ft clearance from gravel shoulders)
- 5. Parking Lot and Hard Surfaces (Approximately 16,000 SF of asphalt parking lot)
 - a. Weekly blowing of parking lot
 - b. Daily blowing of walking surfaces
 - c. Daily litter pick-up
 - d. Asphalt/concrete repairs as needed
 - e. Sidewalk joint caulking repair as needed
 - f. Stripe parking lot once/year
- 6. Stormwater Facilities
 - a. Twice per year weed-eating of storm ponds
 - b. Hand weeding of mitigated wetland areas as needed
 - c. Drainage swales to be cut with mower as part of "Non Athletic Field Turf"
- 7. Fencing
 - a. Inspect all fencing on-site for damage
 - b. Report all damage to City
 - c. If the City requires fencing repairs by the Contractor, the work will be discretionary work
- 8. Graffiti
 - a. Record all graffiti with digital camera and document graffiti on inspection forms
 - b. Remove all graffiti as soon as it is found
 - c. Treat all signs and areas known to receive graffiti with "anti-graffiti coatings"; reapply as necessary
- 9. Facilities
 - a. Inspect all on-site facilities daily (temporary restroom facilities, signs, bleachers, benches, boardwalk, drinking fountain, bike racks, irrigation system, electrical boxes, soccer goals, etc.)
 - b. Document and report damage to City
 - c. Make repairs to damaged facility as directed by City. Work directed by the City that is not covered in this agreement for services will be considered discretionary work. The City shall be allowed to use other contractors or City staff for work outside of this agreement.

F. Penalties

Upon inspection of the site, if the contract requirements have not been met, the Contract Administrator may assess a penalty on the Contractor for non-compliance. The Contract Administrator will provide written notice of such penalty, and the associated contract deficiency, to the Contractor. Upon receipt of the notice, the Contractor will have 72 hours to comply before a second occurrence penalty may be assessed by the Contract Administrator. The compliance period for any penalty notice after the first occurrence shall be identified in the notice. Penalties for non-compliance may be assessed at the Contract Administrator's sole discretion.

The following minimum penalties may be applied:

1. First occurrence will be assessed at \$200.00
2. Second occurrence will be assessed at \$500.00
3. Third and subsequent occurrence will be assessed at \$1,000.00

G. Definitions

“Owner” and “City” and/or “City of Covington” and their authorized representatives shall be understood to mean one and the same.

“Contract Administrator” shall be the City of Covington designee.

“Approved” means approved in writing or verbally by the Owner or the Contract Administrator.

“Approved equal or equivalent”, as hereinafter used, shall mean a material or method equal to or better than the required materials or methods.

“As shown” shall mean as shown on the Contract Drawings or maps.

“Native trees” shall mean those trees, which are indigenous or natural to the site.

“Ornamental trees” shall mean those trees which are not indigenous or natural to the site, and are located as part of the designed landscape.

H. Waste Sites

The Contractor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of this contract. The Contractor shall dispose of all debris and unsuitable materials in a responsible manner and in compliance with all federal, state and local laws. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto. The Contractor is solely and alone responsible for any and all damages done or regulations violated in the disposal of waste material, and for any other actions, which he/she performs. Contractor holds the Owner faultless and free from liability for any and all damages and costs incurred as a result of Contractor's actions. It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.

I. Changes/Discretionary Work

During the Contractor's performance of this Contract, the Owner, without invalidation of this agreement, may order additional work or make changes by altering, adding to, or deducting from the Annual Maintenance Schedule Guidelines and/or technical

requirements with the contract being adjusted accordingly. All such costs shall be adjusted at the time of ordering such changes.

If the Owner agrees to the Contractor's proposal for discretionary work, then the agreed price shall be invoiced separately. Payment will only be made on the basis of the amount of work actually authorized by the Owner or Owner's representative.

A Contract Amendment may be executed and filed by the Owner for certain changes and/or additional work or materials in excess of the requirements covered in the technical requirements. The Contract Amendment, when endorsed by the Contractor and the City, shall become binding to both parties thereto.

J. Payment

Payment shall not exceed the monthly amount calculated from the costs set forth in the Contractor's Bid Proposal form and the estimated frequencies set forth in the Annual Maintenance Schedule Guidelines (Exhibit C) without the prior approval of the Contract Administrator. Payment will be made according to the actual information submitted by the contractor on the approved invoice.

K. Invoicing

The Contractor providing services must submit an invoice for services rendered to the City of Covington Public Works Department. The Contractor shall invoice only for services rendered. Invoice(s) shall be delivered to:

City of Covington
Public Works Department
Attn: PW Contract Administrator
16720 SE 271st Street, Suite 100
Covington, WA 98042

Invoices should be sent at the end of each billing period. The invoice must include: invoice number, disposal receipts, billing period, Washington State sales tax if applicable, and grand total. Any reduced billing amount or payment deductions shall be included on the monthly invoice in an itemized manner.

Additional work shall be separately invoiced including description of work, materials used, labor hours and hourly labor rate.

In addition the name, address, and telephone number of agency performing services must be shown. Payment will be made in the normal course of business following completion of the service month.

L. Supervisor's Inspection Report

The Supervisor's Inspection Report (Exhibit D) will be completed by the contractor's supervisor or crew leader. It describes site condition, appearance, issues and concerns. Each task must be evaluated and descriptive comments provided. These forms shall accompany the Contractor's invoice for payment. Payment will not be made until these forms have been delivered to the City and the City deems them acceptable.

M. Contractor's Staff Identification and Required Clothing

The Contractor shall provide an identification system for personnel assigned to City sites and facilities which clearly indicates to City representatives and the public the name of

the Contractor responsible for landscape maintenance services. This identification will include all maintenance vehicles used by the Contractor being clearly marked with company name.

All employees or those conducting business under the authority of the Contractor will be responsible to be properly dressed. Clothing shall consist of Department of Labor and Industries approved footwear, long trousers (no shorts or cutoffs), and shirts that protect the shoulders and upper arm (no tank-tops). All employees will have the Contractors name clearly printed on the employee's uniform.

The identification system shall be furnished at the Contractor's expense.

II - Technical Requirements

PART 1 MAINTENANCE REQUIREMENTS

- A. The Contractor will furnish all labor, tools, specialized equipment, materials, supervision and transportation to perform maintenance services as specifically outlined in the Technical Requirements. The Contractor will furnish a copy of the site description, Technical Requirements, and Annual Maintenance Schedule Guidelines to the site Crew Leader and these documents must be present while performing the site maintenance.
- B. The Contractor shall be present onsite at Covington Community Park to perform the requirements of this agreement every day of the week, excluding Sundays.
- C. All Contractor work shall be performed under the supervision of a qualified Crew Leader who is familiar with the contract requirements.
- D. The Contractor will ensure that employees comply with all City of Covington, WISHA and Washington State Industrial regulations and practices.
- E. Any Contractor having employees working on or near a street or within the City Right of Way shall comply with City of Covington and Washington State regulations pertaining to safety equipment, warning signs and traffic control. Vehicular/Pedestrian traffic control shall be used in accordance with the current *"Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Part V"* I the MUTCD-Washington State Modifications (M 24-01) as now or hereafter amended.

The following must be observed:

- 1. Workers must wear WISHA/OSHA APPROVED safety vests at all times.
- 2. The Contractor shall not implement any lane, roadway, shoulder or sidewalk closures without a site specific Traffic Control or Detour Plan approved by the City of Covington.
- 3. All Contractor vehicles and trailers shall be parked in City designated locations. These vehicles must be coned at all times to provide warning to approaching vehicles. Minimum cone height is 24 inches with reflective tape.

Safety regulations are mandated by the State Department of Labor and Industries and are subject to change. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH CURRENT REGULATIONS AT THE TIME OF WORK. Failure to comply with proper safety procedures may result in penalties and/or contract cancellation.

The City will not be held liable for any costs, claims, judgments or awards of damages arising out of or in any way resulting from the Contractor's failure to comply with the terms of this Contract, including but not limited to the *MUTCD* and reasonable traffic control and safety directives of the City.

- F. All contractors shall have a means of communication with the Contract Administrator and the public while conducting business on City Property.
- G. The Contract Administrator will inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator will notify the Contractor to correct the deficiency within 72 hours. Notification may be verbal or written. Penalties may be assessed with a 72 hour notice for noncompliance, see Section F, Penalties.
- H. At the start of the contract, the Contractor shall establish and submit a weekly work schedule to the Contract Administrator. Work shall be scheduled around known events that will utilize the park. Work shall be performed on the same day each week. In no case shall work, with the exception of litter and garbage collection, be performed more than 48 hours after the regularly scheduled day without notification to the Contract Administrator. The Contractor's schedule for litter and garbage collection shall not deviate unless the Contract Administrator grants prior approval.
- I. Noise generating equipment shall be used in accordance with the City of Covington Noise Ordinance (Covington Municipal Code - Chapter 8.20). This shall be the practice unless approval has been obtained by the Contract Administrator.
- J. Report any damage or potential hazard involving park property immediately to the City Maintenance Supervisor, rjunkin@covingtonwa.gov or 206-423-3756. After hour emergencies should be reported to the police by calling 911. The City of Covington Maintenance Supervisor shall be notified of any calls to police.
- K. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the site.
- L. Incidents, altercations or accidents involving park patrons, Contractor employees, or City employees shall be reported to the Contract Administrator immediately. The Contract Administrator, at his discretion, may require a written report from the Contractor describing the incident or accident. Such report shall be provided to the City within 48 hours.
- M. Any damage to park structures or plant material due to Contractor negligence will be remedied by the Contractor, at the Contractor's expense, in a timely manner.
- N. Pesticide Application Requirements
 1. The Contractor will follow the Washington State, Department of Agriculture (WSDA) and EPA standards and procedures on managing pesticide usage. Documentation of pesticide use in Covington parks shall follow WSDA requirements. The City reserves the right to limit the use of specific herbicides and/or applications of said herbicides.
 2. The Contractor shall possess a current Washington State, Department of Agriculture (WSDA), and Commercial Pesticide Applicator Company License and all other licenses and permits required by law at the time of the work. The Contractor shall provide a copy of this license to the City prior to beginning contract work.

3. The Contractor shall permit only personnel who possess a current Commercial Pesticide Operator license to apply pesticides to City of Covington property.
4. The Contractor shall provide a list of personnel who possess a current Commercial Pesticide Operator license each year. The list shall include the name of the licensed operator, license number, endorsements and expiration date.
5. At the time of application, a marker must be placed at each primary point of entry. The marker shall be a minimum of four inches by five inches. It shall have the words: "THIS LANDSCAPE HAS BEEN TREATED BY" as the headline and "FOR MORE INFORMATION PLEASE CALL" as the footer. The company name and service mark shall be included between the headline and the footer on a marker placed by a commercial applicator. The applicator's telephone number where information can be obtained about the application shall be included in the footer of the marker. Additionally, the date, time, and product name shall be recorded on each marker. The markers shall be removed the day following application.
6. The Contractor shall record each application and provide a copy of the record on WSDA Pesticide Application Record (Version 1). The Record shall be sent to the Contract Administrator within 24 hours of Application.
7. The Contractor is responsible for ensuring compliance with all WSDA regulations and statutes, including compliance with any new or modified regulations or statutes once the regulation or statute has been implemented by WSDA.

PART 2 ATHLETIC FIELD TURF

- A. Mowing (Expected quantity: 68/year)
All athletic field turf shall be maintained between a height of 2 and 3 inches. Field shall be cut when grass reaches an average height of 3 inches; Grass shall be cut to a height of 2 inches. Clumps of grass clippings shall not be left on the turf. All grass clippings shall be removed from the site. Minimum width of mower used to cut athletic field turf shall be 60".
- B. Edging (Expected quantity: 28/year)
There is approximately 2,240 LF of edging to be maintained around the athletic field. There are also areas to be edged near the parking lot where grass meets curb. All turf areas shall be edged at concrete curbs. It is required that a power edger with a hard blade be used for edging along the curbs of the athletic field. Extreme caution should be used to prevent chipping of concrete by edging equipment. All work associated with this item shall be included in the single Bid Item #2, Edging.
- C. Fertilizers (Expected quantity: 9/year)
All athletic field turf areas shall receive proper fertilizers which provide the turf with the proper nutrients to maintain a healthy appearance. The Contractor shall take soil samples and have them tested for fertilizer needs. Tests shall be done at a minimum of once per month. These tests are considered incidental to this fertilizer bid item. Because tests may show a need for a different fertilizer type and application schedule, it is difficult to specify the exact type and schedule of fertilizer application for the athletic field. The City has provided an outline for fertilizer specifications, but this will most likely change during the course of the season. The Contractor should be prepared to make proposals on fertilizer type and applications based on tests and field conditions.

Sand base fields need regular fertilization with products containing both soluble and controlled release nitrogen. The Contractor shall apply one pound of total Nitrogen per 1,000 SF of turf each month: March through October. A mid-winter application of Nitrogen from a controlled release source such as IBDU, Polyon, ESN, Poly-S, Tricote, or other polymer coated products at 2 lbs Nitrogen per 1,000 SF shall be applied in January to improve winter turf color and improve early spring growth.

At any time, the Contractor at the request of the Contract Administrator, shall provide information on fertilizer type, chemical makeup, and quantity used.

This bid item covers turf areas that are maintained/cut as part of this agreement, and are irrigated. A drop spreader must be used when applying fertilizer within five feet of street gutters, catch basins, play areas or drainage swales. Fertilizer applications will be conducted during periods of low park usage, (i.e. early morning hours, cool or inclement weather, etc.) to minimize impact to park users.

- D. **Herbicide (Per Each/As Needed)**
With approval of the Contract Administrator, the athletic field turf may receive an approved broadleaf herbicide to control weeds as needed. This application may be applied as a broadcast application. Moss is considered a weed in turf and must be removed. Herbicide applications will be conducted during periods of low park usage, (i.e. early morning hours, cool or inclement weather, etc.) to minimize impact to park users. Contractor shall abide by all laws governing use of herbicides/pesticides. Forms shall be filled out and delivered to the City in a timely manner.
- E. **Pesticide Application/Rodent Control (Lump Sum/As Needed)**
Pesticides may be used to control infestations with prior approval by the City. Pesticide applications will be conducted during periods of low park usage, (i.e. early morning hours, cool or inclement weather, etc.) to minimize impact to park users. The Contractor shall also take necessary means to control rodents that damage maintained turf in the park (does not include the grass trail system). The Contractor shall propose solutions to rodent issues and shall not proceed without prior approval by the City.
- F. **DISCRETIONARY WORK: Athletic Field Turf Renovation**
Renovation may include: plug/core aeration, top dressing with City approved soil, slice seeding with City specified grass seed mix: **3-Way Perennial Ryegrass Blend: (33% each: Divine, Exacta 2, Medallian)**, cleanup and disposal of debris.

This work will be discretionary work and will be approved by the City prior to any work being started.

*Irrigation heads shall be located and marked prior to proceeding with turf renovation. Contractor will be responsible for repair, at their expense, of any irrigation or other infrastructure damaged by Contractor during turf renovation.

PART 3 **NON ATHLETIC FIELD TURF (SEE EXHIBIT B FOR LOCATIONS)**

- A. **Mowing (Expected quantity: 28/year)**
All non athletic field turf shall be maintained between a height of 2 to 3 inches. Grass shall be cut when it reaches an average height of 3 inches; Grass shall then be cut to a height of 2 inches. Clumps of grass clippings shall not be left on the turf. All grass clippings shall be removed from the site. The turf around posts,

fences, trees, and shrubs shall be trimmed each week. Care shall be taken not to damage structures or trees with equipment. Turf around vaults, irrigation valve boxes and irrigation heads shall be trimmed as necessary to insure proper access and operation. This work shall be incidental to mowing of the non athletic field turf bid item.

B. Edging

All non athletic field turf areas shall be edged at sidewalks, curbs and formal beds. It is required that a power edger with a hard blade be used where appropriate. Extreme caution should be used to prevent chipping of concrete structures by edging equipment. All work associated with this item shall be included in the single Bid Item #2, Edging.

C. Fertilizers (Expected quantity: 2/year)

All non athletic field turf areas shall receive proper fertilizers, which provide the turf with the proper nutrients to maintain a healthy appearance. The contractor, at the request of the Contract Administrator, will provide information on fertilizer type, chemical makeup and quantity used. Total application of turf fertilizer shall be applied at the rate of one pound of nitrogen, per 1,000 SF of turf (80% should be slow released). This bid item covers turf areas that are maintained/cut as part of this agreement, but are not irrigated. A drop spreader must be used when applying fertilizer within five feet of street gutters, catch basins, play areas or drainage swales. Fertilizer applications will be conducted during periods of low park usage, (i.e. early morning hours, cool or inclement weather, etc.) to minimize impact to park users.

D. Herbicide (Per Each/As Needed)

With approval of the Contract Administrator, the non athletic field turf may receive an approved broadleaf herbicide to control weeds as needed. This application may be applied as a broadcast application. Moss is considered a weed in turf and must be removed. Herbicide applications will be conducted during periods of low park usage, (i.e. early morning hours, cool or inclement weather, etc.) to minimize impact to park users. Contractor shall abide by all laws governing use of herbicides/pesticides. Forms shall be filled out and delivered to the City in a timely manner.

E. Pesticide Application/Rodent Control (Lump Sum/As Needed)

Pesticides may be used to control infestations with prior approval by the City. Pesticide applications will be conducted during periods of low park usage, (i.e. early morning hours, cool or inclement weather, etc.) to minimize impact to park users. The Contractor shall also take necessary means to control rodents that damage maintained turf in the park (does not include the grass trail system). The Contractor shall propose solutions to rodent issues and shall not proceed without prior approval by the City.

F. DISCRETIONARY WORK: Non Athletic Field Turf Renovation

Renovation shall include any of the following: plug/core aeration, top dressing with City approved soil, slice seeding with City specified grass seed mix (**25% each: Idaho Fescue, Red Fescue, Redtop, Perennial Ryegrass**), cleanup and disposal of any debris.

This work will be discretionary work and will be approved by the City prior to any work being started.

*Irrigation heads shall be located and marked before proceeding with non athletic field turf renovation. Contractor will be responsible for repair, at their expense, of any irrigation or other infrastructure damaged by Contractor during turf renovation.

PART 4 GRASS TRAIL MOWING (EXPECTED QUANTITY: 28/YEAR)

- A. The grass trail mostly contained in the undeveloped "pasture area" adjacent to the athletic field shall be mowed once per week during the growing season. The mow width of the trail shall be six feet.
- B. No fertilizers or herbicide/pesticides shall be used in this area.
- C. Grass shall be cut to a height of 2"

PART 5 PLANTER BED MAINTENANCE (LUMP SUM)

- A. Bark mulch shall be placed in established planter beds at the beginning of March and shall be medium-fine grade and spread evenly to a 2 inch depth in shrub beds and tree wells. Bark mulch shall not be placed in wetland areas. Mulch shall be kept back from tree trunks/root flare a minimum 6". Bark mulch will be added only as needed with the approval of the Contract Administrator. Open bark areas will be kept neat by scuffle hoeing, raking and leveling of the surface as needed for appearance.
- B. Planter beds and wetland areas that currently have bark installed in them shall be kept in weed free condition. Moss is considered a weed and must be removed. All beds shall be weeded using hand tools. Chemical means (pre-emergent & herbicides) will only be allowed with prior approval from the City. Naturalized bulbs in shrub beds and tree circles shall be deadheaded after blooming and the foliage cut back once die back is apparent.
- C. Ground cover shall be trimmed at the edge of hard surfaces, (sidewalks and curbs), trails, and bed areas. Ground covers shall be trimmed to prevent encroachment in to shrubs, trees, utility vaults, irrigation valve boxes, and irrigation heads. Equipment used shall insure proper pruning techniques and that plant material will not be damaged.
- D. Shrubs shall be pruned to maintain desired shape and function as needed to provide a neat trim and natural appearance. This task must be seasonally timed so as not to remove flower buds. Vines shall be pruned to maintain desired shape and function as needed to provide a neat, trim and natural appearance. Vines shall be trimmed to prevent encroachment into shrubs, trees, utility vaults, irrigation valve boxes, sidewalks and irrigation heads. Horizontal and vertical shoots shall be trimmed to a uniformed depth and thickness to maintain a healthy rejuvenated plant.
- E. Fertilizer shall be placed in the planter beds twice per year per using Agriform 20-10-5 granular or equivalent. This shall be applied per manufacture's recommendations. Different plants may require a different type of fertilizer. The Contractor is responsible for determining applications. Plants damaged by the Contractor shall be replaced at the Contractor's expense.
- F. Dead plant material such as shrubs, groundcover, and limbs shall be removed by the contractor and the Contract Administrator notified of such action.

- G. With the approval of the Contract Administrator, beds may receive an approved pesticide applied with the manufacturer's recommendations. Any damage to desirable plant material due to Contractor negligence, maintenance methods, or misuse of pesticides will be remedied by the Contractor, at his or her expense, in a timely manner.
- H. Pruning
Ornamental trees shall not be pruned except to remove singular broken branches or perform minor clearance pruning. All pruning must meet International Society of Arborists standards. Tree suckers and volunteer seedlings shall be removed as necessary. Pruning is considered incidental to planter bed maintenance; there will be no separate payment for pruning.

The Contractor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestations.

Ornamental trees within turf areas are to be kept grass free 18 inches from the tree base.

PART 6 HARD AND SOFT SURFACES AND TRAILS

- A. Sidewalks, gravel and asphalt trails, curbs and gutters, boardwalk, parking lots, and other hard surfaces shall be kept clean of grass clippings, leaves, needles, and debris. The use of power blowers is acceptable; however, debris accumulations must be removed from the site and not blown onto adjacent property, shrub/groundcover beds, or road surfaces (exception to this is native material being blown from trails back into natural areas). Litter shall be removed from the site when and wherever it is encountered in the park.
- B. Undesirable plant material, including moss on sidewalks, gravel or asphalt trails, curbs and other hard surfaces shall be removed. In no case shall any pre or post emergent herbicides with residual characteristics be used in these areas.
- C. Leaf and tree debris removal (Expected quantity: 6/year)
Trails and other hard surfaces shall be free of tree leaves, needles, litter, and other vegetation debris. Trails shall be walked on a daily basis for litter pickup and inspection purposes. Native vegetation shall be kept back from the trail a minimum of 2 ft from the edge of the gravel shoulder. Removal of fallen trees with a diameter at breast height over six inches will be considered discretionary work and must be approved by the City prior to the Contractor doing the work.
- D. Pressure washing of hard surfaces (Expected quantity: 1/year)
Areas of concrete sidewalks and stairs, asphalt trails, boardwalk on trail, bleachers, etc. shall occur once each season in the month of March.
- E. Blowing (Expected quantity: 60/year)
Leaves, needles, grass clippings, and other natural debris shall be removed from all maintained areas including turf, shrub beds, hard surfaces, and trails. The use of power blowers is acceptable, however, debris accumulations must not be blown onto adjacent street surfaces or ditches. Leaves and natural debris may be blown back into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site. Care shall be taken when performing this task around people and vehicles.
- F. Striping (Expected quantity: 1/year)

The parking lot shall be striped with paint once per year. Road grade paint shall be used. Paint color shall match existing. Any pavement symbols (wheelchair stall, etc) shall also be repainted at time of striping. Replacing thermoplastic markings is not covered with this bid item.

G. Asphalt Patching DISCRETIONARY WORK

The Contractor shall patch asphalt surfaces as needed. The material used shall be HMA CL A (or other approved material). Best Management Practices shall be used during the installation of any patching. The Contractor shall receive approval from the City prior to starting any asphalt patch work. This work shall be discretionary work and must be approved by the City prior to any work taking place.

PART 7 ANNUAL BED PLANTINGS (SEE EXHIBIT B FOR LOCATIONS)

- A. Plant two (5' x 10') rotational color changes per year (Expected quantity: 2/year)
1. Spring/Summer Planting: Annual Planting Programs will be designed and installed by the Contractor as approved by Contract Administrator. Spring/summer plants shall flower through the summer. Install plants per the approved design in designated planter beds (2) shown on site plan (Exhibit B). Plants shall be 8 inches on center with 4-inch pots.
 2. Fall Planting: Annual Planting Programs will be designed and installed by the Contractor as approved by Contract Administrator. Fall plants shall be frost resistant and be able to survive the winter. Install plants per the approved design in designated planter beds (2) shown on site plan (Exhibit B). Plants shall be 8 inches on center with 4-inch pots.

Installation of annual plant material will include removal of previous season's plants and the general clean up of planting bed. This will also be required before the contract expires.

- B. Fertilize annuals using appropriate schedules and ratios of nutrients. At planting time, for annuals incorporate Osmocote 14-14-14 or similar product approved by Contract Administrator at a rate of one pound per 100 square feet to a depth of six inches. Additional applications of fertilizer may be necessary during the growing season and are the responsibility of the Contractor.
- C. Removal of spent flowers shall take place throughout the bloom period on an ongoing basis. Diseased, destroyed or otherwise unsightly plants will be replaced as necessary at the Contractor's expense. Amend soil as necessary at each color change. Removal of plant material in preparation for seasonal color changes shall be timed to closely coincide with replanting of new annuals. Cost of plant replacements should be estimated into the initial installation charge for each seasonal display.
- D. PRE-EMERGENT SHALL NOT BE APPLIED in these annual/bulb planting beds. Weed and moss control in specified beds shall be continuous and done by hand tools.
- E. All ornamental, annual and perennial plant material will be periodically inspected throughout the year to insure against disease and insect infestation. When an infestation occurs, the Contract Administrator must be notified immediately. Applications shall be applied in accordance with State and local regulations as weather and environmental conditions permit. All insecticide and fungicide spraying shall be covered under this agreement and must be approved by the Contract Administrator before work is started.

PART 8 OTHER

- A. Trash Can Service (Expected quantity: 192/year)
Empty all trash cans 3 times per week during the year (see schedule). One of these trash can services during the week shall be on Saturday evening. The frequency may be increased if necessary. This work will consist of removing trash from all trash cans, disposing offsite, and installing fresh liners. Polyethylene liners shall be minimum thickness of 2 mil; bag size shall match the trash can capacity. Bags shall be tied to the top of can to keep it from falling into the bottom of the trash receptacle. Bags shall be provided by the Contractor and included in the bid price.
- Litter and animal feces shall be removed wherever and whenever they are found in the park. The Contractor shall remove litter and animal feces from the site for disposal (not place in onsite trash cans). All work associated with removing and disposing of litter and animal feces is incidental to the Trash Can Service bid item.
- B. Dog “Dropping” bags will be available to park patrons at various dispensing locations within the park. The Contractor shall keep the dispensers stocked full at all times. Bags will be provided by the City. All work associated with this task is incidental to Trash Can Service.
- C. Pruning
All vegetation that encroaches parking areas, sidewalks, roads, trails, walkways and maintained areas, including brush, trees and shrubs shall be kept trimmed. Vegetation shall normally be trimmed at property boundaries but also shall be trimmed to prevent the limitation of sight-lines along trails and/or streets. In the event of sight distance pruning deficiencies identified by the Contract Administrator, other City staff, or the contractor, the Contract Administrator will notify the Contractor to correct the deficiency within 72 hours. Notification may be verbal or written. Penalties may be assessed after the above mentioned 72 hour notice for noncompliance, see Section F, Penalties.
- D. Tree Debris Removal
The Contractor shall remove windfall debris from trails and developed areas for disposal. Removal of trees with a diameter at breast height over four inches will be considered discretionary work.
- E. Stormwater Pond Mowing (Expected quantity: 2/year)
There are three (3) separate stormwater ponds in the park. Each shall be mowed/weedeated two separate times during the year: once at the end of spring (around June 15) and once at the end of summer (around September 15). Grass/vegetation shall be cut to approximately 3” tall.
- F. Graffiti Removal
Graffiti removal is a lump sum bid item. The Contractor shall record all graffiti with a digital camera and document graffiti on inspection forms. Pictures and forms must be submitted to the City with monthly invoices. The Contractor shall remove all graffiti as soon as it is found. Once it is removed, signs and areas known to receive graffiti will be treated with an anti-graffiti coating. Reapply as necessary.
- G. Site Inspections:
All sites will be inspected by the contractor’s supervisor or crew leader.

Inspections shall consist of all related areas of the site including trails. A checklist of required inspections is included (Exhibit D). It is not appropriate to just check items, a thorough written inspection report is required. There will be no separate payment for this.

H. Scheduling Maintenance Closures

There will be times during the season where the soccer field will need to be closed for maintenance (turf renovation, repairs, etc). The City will designate these scheduled closures as soon as possible. Unscheduled closures may be necessary and will only be allowed upon approval from the City.

PART 9 IRRIGATION

It is the intent of the City of Covington to support and encourage water conservation management practices.

The Calsense irrigation system that is in operation at Covington Community Park shall be completely maintained and run by the Contractor. This includes start-up, testing, establishing watering times, programming, winterization , monitoring, and all other aspects of managing an irrigation system.

A. System start-up shall include the following:

1. Record meter reading on Supervisor's Inspection Report (Exhibit D), energize main line, check for leaks, operate all valves from controller to inspect for proper operation.
2. Inspect and adjust all heads for proper operation. Clean all nozzles and screens as needed. Bubbler system will be inspected for leaks and proper operation (cleaned if necessary).
3. All heads are to be kept in the proper upright position to ensure efficient coverage. Sod, sand, dirt, and other debris shall be kept away from heads to ensure proper operation.

Contractor shall provide an "irrigation repair status" in writing that indicates status, repair requirements and meter reading(s) to the Contract Administrator by **April 15**. This report shall be sent to the Contract Administrator via email. The City, at its discretion, may make necessary repairs or agree to compensate the Contractor for such repairs. The Contractor shall make repairs to the system within 48 hours of notification of damage. In no case shall defective leaking system be permitted to operate. It is permissible, however, to temporarily isolate defects. Irrigation repairs shall be made in accordance with industry standards and City approval. System operation will not start until approval has been given by the Contract Administrator, at which time the Contractor has 48 hours to make system operational. System startup and winterization are considered incidental to this agreement; there will be no separate payment for irrigation system startup and winterization.

All irrigation repair invoices shall be accompanied with an irrigation repair report outlining the area work was performed, parts used and labor hours and cost per labor hour. All damage to the irrigation system shall be brought to the attention of the Contract Administrator before any repair work is approved and/or performed.

B. Irrigation Operation and Maintenance (Lump Sum)

Contractor is required to regulate water management with frequent monitoring and controller adjustments. This includes the irrigation tests that are to be done twice a month while in operation. Contractor is responsible to shut off irrigation

controller within 48 hours of notification by the Contractor Administrator for any reason.

Contractor shall adjust irrigation schedule (start times, duration, % water budget, etc.) to provide irrigation to the landscape without causing runoff. These changes will be made as needed depending on climatic conditions.

Automatic irrigation systems shall be programmed to operate only between 5:00 am and 8:00 a.m. and 2:00 pm and 4:00 pm. Irrigation may be programmed for weekend operation. Contractor shall take into consideration the nature, and usage of the site when programming the controller. The City may require the Contractor to change the irrigation programming at any time.

It is the Contractor's responsibility to monitor the irrigation controller for proper operation. Any problems must be reported immediately to the Contract Administrator. Any plant or turf damage as a result of negligence by the Contractor will result in the Contractor repairing the damage at his/her expense.

A test of each station/zone shall be conducted bi-weekly with test date indicated on the Supervisor's Inspection Report (Exhibit D). This test requires the Contractor to inspect the operation of valves, heads and head coverage, controller, as well as inspecting around heads during operation for leaks. Drip/bubbler lines will be inspected for leaks and proper operation.

- C. Contractor will not be held responsible for water supply related problems including, but not limited to, voluntary or mandatory water conservation, unanticipated water supply interruption, or causes beyond the control of the Contractor or City.
- D. System winterization shall include the following:
 - 1. Record water meter reading on Supervisor's Inspection Report (Exhibit D).
 - 2. Shut off water supply at meter.
 - 3. Close #2 shut off valve on Double Check Valve Assembly (DCVA).
 - 4. Blow out main and lateral line through Quick Coupler. If no Quick Coupler is installed on system contact Contract Administrator before proceeding. (Do not blow out system through the DCVA or irrigation heads).
 - 5. Drain DCVA by removing plugs on test cocks and opening all test cocks. Leave test cocks open ¼ turn and loosely install plugs.
 - 6. Close #1 Shut Off Valve, Open #2 Shut Off Valve.
 - 7. Submit Exhibit D to City.

Winterization is to be completed by **October 15**.

PART 10 BID ADDITIVE

- A. Bid Item A-1 GATE OPENING/CLOSING (Expected quantity: 365/year)
This bid item may or may not be included in the contract.

The entrance gate on SE 240th Street shall be opened at sunrise each morning and closed each day at sunset. This item will be paid per each. A quantity of one Bid Item A-1 shall consist of both an opening and a closing of the gate, each day.

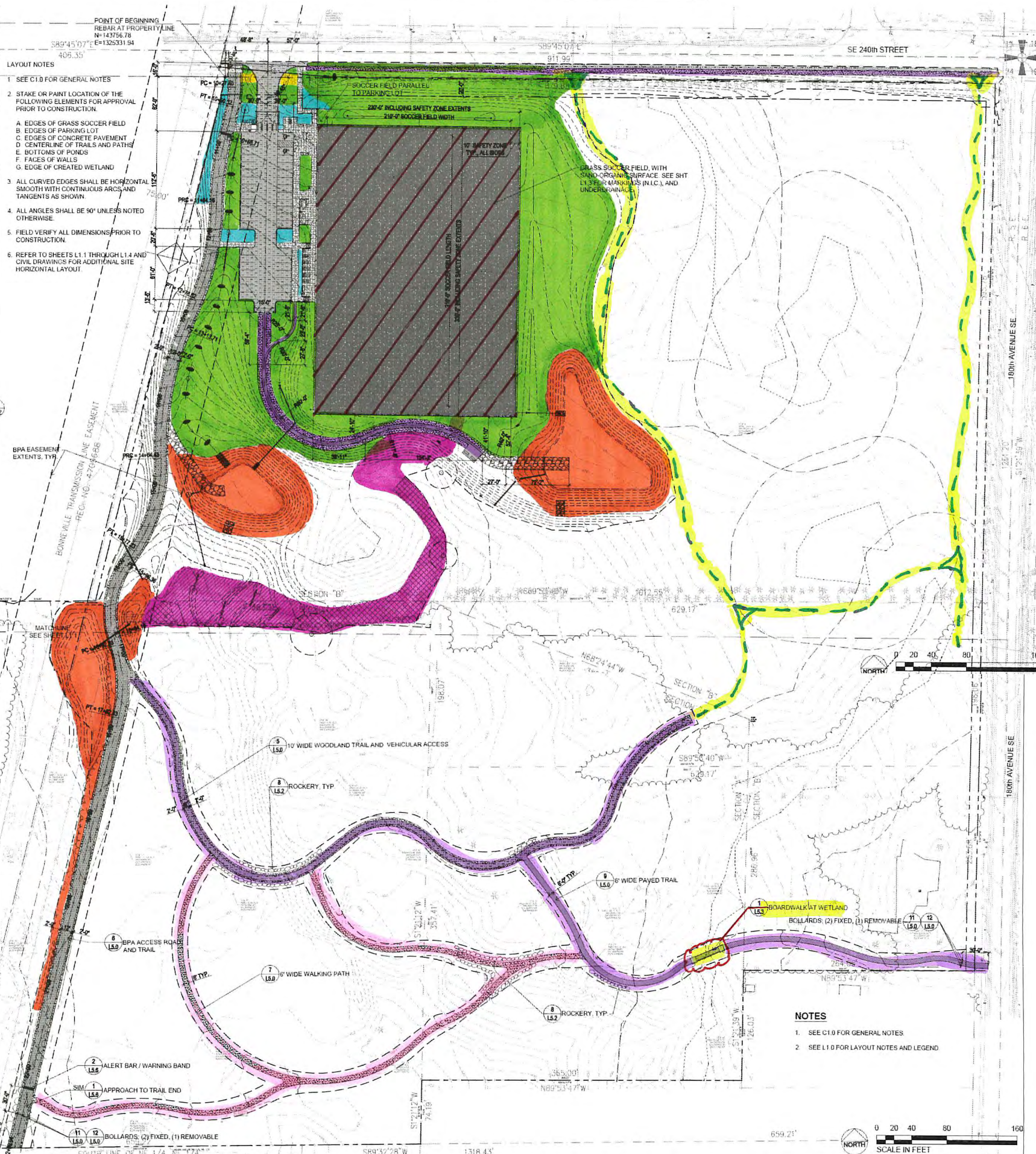
Opening of the park: The gate shall be unlocked, opened and locked in the open position at sunrise each day of the week.

Closing of the park: The Contractor shall lock the gate closed at sunset each day of the week. If there is a vehicle(s) in the parking lot, reasonable efforts shall be made to notify the owner of the vehicle that the park is closing. This may consist of a walk through the trail system to locate the owner. If the owner cannot be located after a reasonable search, the gate shall be locked closed.

COVINGTON COMMUNITY PARK

EXHIBIT B

L1	27.47	S0° 44' 24.14"W
C1	101.00	S7° 14' 25.35"W
L2	38.39	S13° 44' 26.56"W
C2	330.00	S7° 11' 26.60"W
C3	300.00	S11° 34' 16.54"W
L3	35.09	S22° 30' 06.44"W
C4	350.00	S10° 09' 52.49"W
C5	180.00	S15° 45' 44.19"W
L4	19.13	S33° 43' 49.85"W
C6	100.00	S8° 34' 04.53"W
L5	8.64	S16° 35' 40.80"E
C7	170.00	S1° 25' 44.16"E
L6	507.11	S13° 44' 12.47"W



LEGEND

LIMIT OF WORK

EXISTING TREE TO REMAIN

ENHANCED WETLAND

CREATED WETLAND

ASPHALT PAVEMENT IN STREET

ASPHALT PAVEMENT IN SITE

CONCRETE PAVEMENT

CRUSHED ROCK SURFACING

CSTC SURFACING

POND ACCESS AND ROCK OUTFALLS

SEEDED SAND/ORGANIC SURFACING

FIXED BOLLARD

REMOVABLE BOLLARD

RESTROOM

BENCH

LITTER RECEPTACLE

BLEACHERS

BEATWALL

BICYCLE RACK

WOOD FENCE

CHAINLINK FENCE

SIGN

DRINKING FOUNTAIN

LOG DROP STRUCTURE

- LAYOUT NOTES
- SEE C1.0 FOR GENERAL NOTES
 - STAKE OR PAINT LOCATION OF THE FOLLOWING ELEMENTS FOR APPROVAL PRIOR TO CONSTRUCTION:
A. EDGES OF GRASS SOCCER FIELD
B. EDGES OF PARKING LOT
C. EDGES OF CONCRETE PAVEMENT
D. CENTERLINE OF TRAILS AND PATHS
E. BOTTOMS OF PONDS
F. FACES OF WALLS
G. EDGE OF CREATED WETLAND
 - ALL CURVED EDGES SHALL BE HORIZONTAL SMOOTH WITH CONTINUOUS ARCS AND TANGENTS AS SHOWN
 - ALL ANGLES SHALL BE 90° UNLESS NOTED OTHERWISE
 - FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION
 - REFER TO SHEETS L1.1 THROUGH L1.4 AND CIVIL DRAWINGS FOR ADDITIONAL SITE HORIZONTAL LAYOUT

- NOTES**
- SEE C1.0 FOR GENERAL NOTES
 - SEE L1.0 FOR LAYOUT NOTES AND LEGEND

REVISIONS	DATE

CLIENT AGENCY
CITY OF COVINGTON
PARKS & RECREATION

1720 SE 31ST STREET
COVINGTON, WA 98022

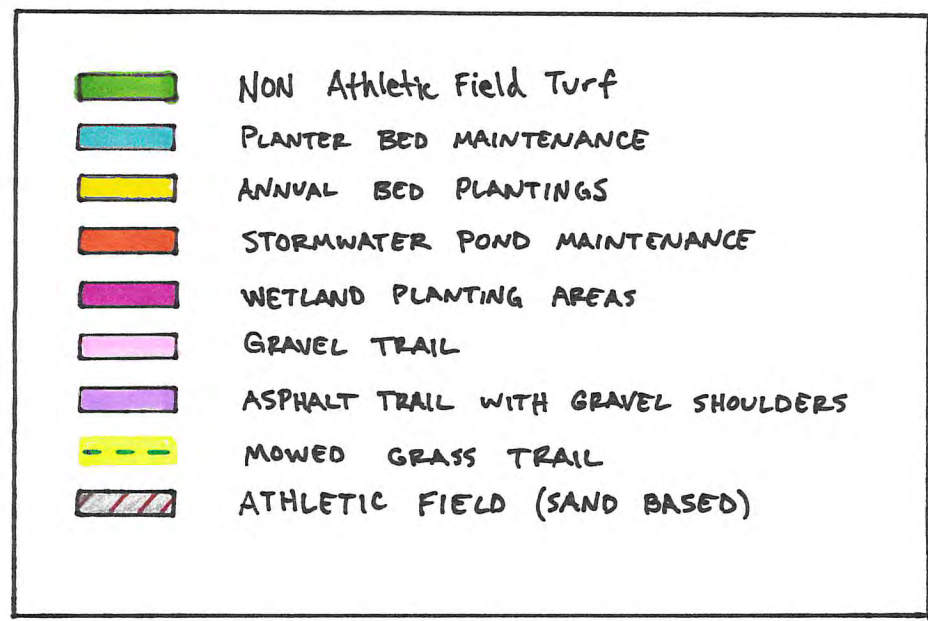
STATE OF WASHINGTON
LANDSCAPE ARCHITECT
EDWARD MACLEOD
LICENSE NO. 1411

MacLeod Reckord PLLC
Common Building
811 Market Street
Seattle, Washington 98104
206.322.7818
FAX: 206.322.4242

SCALE: APRIL 2, 2010
DRAWN BY: BIM
CHECKED BY: EJM
JOB NO.: 09105

COVINGTON COMMUNITY PARK
LAYOUT PLAN
SOUTH
L1.1

BID SET



Covington Community Park Annual Maintenance Schedule Guidelines

Bid Item #	Task	Estimated Frequency by Month												TOTAL
		January	February	March	April	May	June	July	August	September	October	November	December	
Athletic Field Turf														
1	Mowing	0	0	8	8	8	8	8	8	8	8	4	0	68
2	Edging	0	0	2	4	4	4	4	4	4	2			28
3	Fertilizing	1	0	1	1	1	1	1	1	1	1	0	0	9
4	Herbicide	As Needed												
5	Pesticide/Rodent Control	As Needed												
6	Soccer Field Prep.	0	0	4	4	4	4	4	4	4	2	1	1	32
Non Athletic Field Turf														
7	Mowing	0	0	2	4	4	4	4	4	4	2	0	0	28
8	Fertilizing	0	0	1	0	0	0	0	0	1	0	0	0	2
9	Herbicide	As Needed												
10	Pesticide/Rodent Control	As Needed												
Grass Trail														
11	Mowing	0	0	2	4	4	4	4	4	4	2	0	0	28
Shrubs, Trees, Planting Beds														
12	Planter Bed Maintenance	As Needed												
13	Annual Bed Plantings (Flowers)	0	0	0	1	0	0	0	0	0	1	0	0	2
Hard and Soft Surfaces, Trails														
14	Leaf and Tree Debris Removal	1	0	0	0	0	0	0	0	0	1	2	2	6
15	Pressure Washing	0	0	1	0	0	0	0	0	0	0	0	0	1
16	Blowing (Hard Surfaces/Trail)	4	4	4	4	4	4	4	4	4	8	8	8	60
17	Parking Lot Striping	0	0	0	0	1	0	0	0	0	0	0	0	1
Other														
18	Trash Cans	16	16	16	16	16	16	16	16	16	16	16	16	192
19	Graffiti Removal	As Needed												
20	Stormwater Pond Mowing/Weedeating	0	0	0	0	0	1	0	0	1	0	0	0	2
Irrigation														
21	System Startup	0	0	0	1	0	0	0	0	0	0	0	0	1
22	Operation and Maintenance	As Needed												
23	Winterization	0	0	0	0	0	0	0	0	0	1	0	0	1
Bid Additive														
A-1	Gate Opening/Closing	Daily												365

Covington Community Park
Maintenance Contract
Supervisor's Inspection Report

EXHIBIT D

Week beginning: 05/01/13

Task	Labor Hours Spent							Notes
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
	05/01/13	05/02/13	05/03/13	05/04/13	05/05/13	05/06/13	05/07/13	
Athletic Field Turf								
Mowing								
Edging								
Fertilizing								
Herbicide								
Pesticide/Rodent Control								
Soccer Field Prep.								
Non Athletic Field Turf								
Mowing								
Fertilizing								
Herbicide								
Pesticide/Rodent Control								
Grass Trail								
Mowing								
Shrubs, Trees, Planting Beds								
Planter Bed Maintenance								
Annual Bed Plantings								
Hard and Soft Surfaces, Trails								
Leaf and Tree Debris Removal								
Pressure Washing								
Blowing								
Parking Lot Striping								
Other								
Trash Cans								
Graffiti Removal								
Stormwater Pond Mowing/Weedeating								
Irrigation								
System Startup								
Operation and Maintenance								
Winterization								

Covington Community Park
Contractor's Bid Proposal

Canber Corps

Bid Item #	Description	Unit	Expected Quantity	Unit Cost	Total Cost	Estimated Labor Hours Per Year
	Athletic Field Turf					
1	Mowing	Each	68	\$52.50	\$3,570.00	102
2	Edging	Each	28	\$17.50	\$490.00	14
3	Fertilizing	Each	9	\$210.00	\$1,890.00	24
4	Herbicide	Each	1	\$100.00	\$100.00	2
5	Pesticide/Rodent Control	Lump Sum	1	\$120.00	\$120.00	3
6	Soccer Field Prep.	Each	32	\$385.00	\$12,320.00	160
	Non Athletic Field Turf					
7	Mowing	Each	28	\$70.00	\$1,960.00	56
8	Fertilizing	Each	2	\$210.00	\$420.00	6
9	Herbicide	Each	1	\$100.00	\$100.00	2
10	Pesticide/Rodent Control	Lump Sum	1	\$200.00	\$200.00	6
	Grass Trail					
11	Mowing	Each	28	\$35.00	\$980.00	28
	Shrubs, Trees, Planting Beds					
12	Planter Bed Maintenance	Lump Sum	1	\$3,420.00	\$3,420.00	94
13	Annual Bed Plantings (Flowers)	Each	2	\$350.00	\$700.00	12
	Hard and Soft Surfaces, Trails					
14	Leaf and Tree Debris Removal	Each	6	\$70.00	\$420.00	12
15	Pressure Washing	Each	1	\$320.00	\$320.00	8
16	Blowing (Hard Surfaces/Trails)	Each	60	\$35.00	\$2,100.00	60
17	Parking Lot Striping	Each	1	\$495.00	\$495.00	8
	Other					
18	Trash Cans	Each	192	\$40.00	\$7,680.00	219
19	Graffiti Removal	Lump Sum	1	\$500.00	\$500.00	12
20	Stormwater Pond Mowing/Weedeating	Each	2	\$210.00	\$420.00	12
	Irrigation					
21	System Startup	Each	1	\$150.00	\$150.00	3
22	Operation and Maintenance	Lump Sum	1	\$480.00	\$480.00	12
23	Winterization	Each	1	\$100.00	\$100.00	2
Bid Additive						
A-1	Gate Opening/Closing	Each	365	\$40.00	\$14,600.00	365

Subtotal:	\$53,535.00
Sales Tax (8.6%):	\$4,604.01
TOTAL:	\$58,139.01
Monthly Invoice (TOTAL/12):	\$4,844.92

Agenda Item 6
Covington City Council Meeting
Date: April 9, 2013

SUBJECT: PRELIMINARY PUBLIC EDUCATION PLAN RE TRANSPORTATION
BENEFIT DISTRICT

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. 2013 Draft TBD Public Education Plan

PREPARED BY:

Karla Slate, Community Relations Coordinator

EXPLANATION:

City Council has been evaluating various options of ways to satisfy the city's unmet needs, specifically for street overlays, the street fund and public safety. As Council proceeds with establishing a Transportation Benefit District to address those unmet needs, a plan to educate the public in a neutral and transparent manner is desired.

The proposed public education plan identifies the strategy the city will use to provide clear, educational and neutral information regarding creation of a Transportation Benefit District and a proposed 0.02 percent increase in sales tax.

ALTERNATIVES:

- 1) Reevaluate or make edits to draft plan

FISCAL IMPACT:

N/A

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

PROVIDE INPUT TO STAFF

REVIEWED BY: City Manager

**Transportation Benefit District
PUBLIC EDUCATION PLAN DRAFT**

Objective: To develop a process for informing and educating the public regarding the city’s unmet needs including overlays, the street fund and public safety; and the proposal to initiate a ballot measure in 2013 to alleviate those shortcomings with a 0.02 percent increase in sales tax.

Target Audience: While educating the general public is the overarching goal, our messaging and use of media will focus on reaching registered voters in Covington.

Messaging: The focus of the messaging will be strictly informational/educational and cover these key topics:

- City’s unmet needs
- Sales tax proposal
- Creation of the TBD
- Updates based on TBD decisions
- Ballot measure
- Election information

Timing: Introducing our messaging to the public will be timed with the key elements of the ballot measure process. Key messages will be repeated periodically and as necessary to maintain awareness in the community.

Actions	Timing	Message
Creation of TBD	April	City’s unmet needs
TBD Discussions (use of funds, election date)	May	Sales tax proposal; Citizen Survey results
TBD Decisions	June	TBD updates; Ballot measure information
Ballot Measure/Election Announcement	July/August	TBD updates; Election information

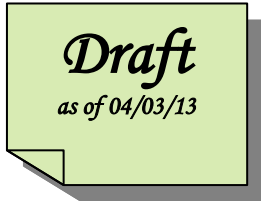
Outreach Schedule:

Media	April	May	June	July	Aug.	Sept.	Oct.	Nov.
Webpage	X	X	X	X	X	X	X	X
Fact Sheet	X	X	X	X	X	X	X	X
Citizen Survey	X	X						
Pitch/News Release to Reporter		X		X			X	
Social Media	X	X	X	X	X	X	X	X
Scoop	X	X	X	X	X	X	X	X
City Update in Reporter			X			X		
Commission Briefings		X						
Service Club Briefings		X						
State of the City						X		

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

April 23, 2013 – City Council Regular Meeting

(Draft Agenda Attached)



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



Tuesday, April 23, 2013
7:00 p.m.

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

Council and Budget Priorities Advisory Committee will have dinner together in the Community Room beginning at 5:30 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- National Building Safety Month Proclamation – May 2013 (Hart)
- National Transportation Week Proclamation – May 12-18, 2013 (Akramoff)
- National Public Works Week Proclamation – May 19-25, 2013 (Akramoff)
- National Water Safety Month Proclamation – May 2013 (Bahl)
- Recognition of Budget Priorities Advisory Committee (Council)

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

APPROVE CONSENT AGENDA

- C-1. Minutes: March 26, 2013 Special & Regular Meeting Minutes and April 9, 2013 Special & Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Accept City Hall Carpet Replacement Project (Scott)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: April 11 meeting.
- Arts Chair Sandy Bisordi: April 11 meeting.
- Parks & Recreation Chair Steven Pand: April 17 meeting.
- Planning Chair Daniel Key: April 4 and April 18 meetings.
- Economic Development Council Co-Chair Jeff Wagner: March 28 meeting.

CONTINUED BUSINESS

- 1. Discuss Aquatics Fees (Thomas/Newton)
- 2. Discuss Field Use Fees (Thomas/Patterson)

NEW BUSINESS

3. NPDES Permit Update (Akramoff/Parrish)
4. Discuss and Consider Urban Forestry Strategic Plan (Akramoff)
5. Discuss Parks and Recreation Commission Recommendation for Park Name (Thomas)
6. Town Center Update (Matheson)
7. New City Hall Feasibility Update (Matheson)
8. Presentation of 2012 Year End Financials (Hendrickson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial 253-480-2400.