



CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, March 27, 2018
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Sexual Assault Awareness Month Proclamation (Karen Cope, King County Sexual Assault Resource Center)
- International Student Exchange Day (Kentlake & Kentwood High Schools)

RECEPTION TO WELCOME EXCHANGE STUDENTS AND TEACHERS

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

APPROVE CONSENT AGENDA

- C-1. Minutes: February 27, 2018 Joint Meeting with CEDC; February 27, 2018 Regular Meeting; and March 13, 2018 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Adopt Jenkins Creek Park Master Plan (Newton)
- C-4. Consider Awarding the Construction Contract for the Timberlane Stormwater LID Retrofit Project (CIP 1027A) to CR Construction, LLC (Lindskov)
- C-5. Authorize the City Manager to Execute Easement Agreements in Association with the Timberlane Stormwater LID Retrofit Project (Parrish)

REPORTS OF COMMISSIONS

- Youth Council Member
- Human Services Chair Leslie Hamada
- Arts Chair Ed White
- Parks & Recreation Chair Laura Morrissey
- Planning Chair Chele Dimmett
- Economic Development Co-Chair Josh Lyons

PUBLIC HEARING

1. Receive Public Testimony and Consider Adopting Resolution Supporting Puget Sound Regional Fire Authority Proposition 1 on the April 24, 2018 Special Election Ballot (Council)

NEW BUSINESS

2. Discuss Selection of New Street Pole Banner Designs (Slate)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: March 27, 2018

SUBJECT: APPROVAL OF MINUTES: FEBRUARY 27, 2018 CITY COUNCIL SPECIAL MEETING – JOINT STUDY SESSION WITH COVINGTON ECONOMIC DEVELOPMENT COUNCIL MINUTES; FEBRUARY 27, 2018 CITY COUNCIL REGULAR MEETING MINUTES; AND MARCH 13, 2018 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the February 27, 2018 City Council Special Meeting – Joint Study Session with Covington Economic Development Council Minutes; February 27, 2018 City Council Regular Meeting Minutes; and March 13, 2018 City Council Regular Meeting Minutes

Unapproved Draft – February 27, 2018 Special Meeting - Joint Study Session with Covington Economic Development Council
Submitted for Approval: March 27, 2018

**City of Covington
City Council Special Meeting
Joint Study Session with Covington Economic Development Council Minutes
Tuesday, February 27, 2018**

The Special Meeting - Joint Study Session with the Covington Economic Development Council was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, February 27, 2018, at 6:00 p.m., with Mayor Wagner presiding.

COUNCIL MEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Fran Hollums, Marlla Mhoon, Paul Selland, and Sean Smith.

ECONOMIC DEVELOPMENT COUNCIL MEMBERS PRESENT:

Josh Lyons, Kathy Fosjord, and Jon Stave.

ECONOMIC DEVELOPMENT COUNCIL MEMBERS ABSENT:

Sandra Davidson, Grady Hollenbeck, Zach Steele, Adam Turley, Laura Roth, Matthew McMahan.

STAFF PRESENT:

Regan Bolli, City Manager; Karla Slate, Communications & Marketing Manager; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner called the joint study session to order.

APPROVAL OF AGENDA:

Council Action: It was moved and seconded to approve the Agenda. Vote: 7-0. Motion carried.

ITEMS FOR DISCUSSION:

1. City Mascot.

There was Council consensus to have the Economic Development Council work with Karla Slate to obtain quotes from a professional consultant to develop a mascot.

CEDC members shared some goals they are working on and asked for Council input.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:58 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, February 27, 2018**

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, February 27, 2018, at 7:05 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Fran Hollums, Marlla Mhoon, Paul Selland, and Sean Smith.

STAFF PRESENT:

Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kathy Hardy, City Attorney; Karla Slate, Communications & Marketing Manager; Mary Gardocki, Parks Project Manager; Ann Mueller, Senior Planner; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Councilmember Harto seconded to approve the Agenda. Vote: 7-0. Motion carried.

PUBLIC COMMUNICATION:

- Arts Commission Chair Ed White accepted the Youth Art Month Proclamation.
- Colin Lund, Director of Development at Oakpointe, presented the Lakepointe 2017 Annual Developer Agreement Report.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Jeanette Dorner, Executive Director Mid-Sound Fisheries Enhancement Group, complimented the city staff and the Watershed Company regarding the Jenkins Creek Master Plan process. Ms. Dorner informed Council that her non-profit organization provides salmon habitat restoration. Ms. Dorner further noted she had worked with city staff in the past and is looking forward to working with staff in the future. In addition, Ms. Dorner advised Council she was pleased to see the restoration of the oak prairie habitat in Jenkins Creek Park and mentioned its special historical and cultural significance.

Beth Porter, Covington resident, also spoke on the process of developing the Jenkins Creek Master Plan and noted that she felt it was executed beautifully.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: February 13, 2018 Special & Regular City Council Meeting Minutes.

C-2. Vouchers: Vouchers #37042 - #37117, including ACH payments in the amount of \$486,674.42, dated February 16, 2018; and Paylocity Payroll Vouchers #1008143659 - #1008143674 and #1008143678 inclusive, plus employee direct deposits and wire transfers, in the amount of \$221,095.02.

C-3. Authorize City Manager to Execute an Agreement for Real Estate Services with Craig Steinlicht of RE/MAX Victory.

Council Action: Councilmember Mhoon moved and Councilmember Cimaomo seconded to approve the Consent Agenda. Vote: 7-0. Motion carried.

REPORTS OF COMMISSIONS:

Youth Council – Member Antonio Jimenez gave the report.

Human Services Commission – No report.

Arts Commission – Chair Ed White gave the report.

Parks & Recreation Commission – Chair Laura Morrissey gave the report.

Planning Commission – Member Beth Porter gave the report.

Economic Development Council – Co-Chair Josh Lyons gave the report.

NEW BUSINESS:

1. Presentation of Proposed Jenkins Creek Park Master Plan.

Parks Project Manager Mary Gardocki introduced the Watershed Company consultant Amber Mikluscak who presented the Master Plan.

Councilmembers provided comments and complimented the presentation.

2. Approve Aquatic Center Condition Assessment Agreement with ORB Architects.

Council Action: Councilmember Cimaomo moved and Councilmember Mhoon seconded to authorize the City Manager to execute a contract with ORB Architects to complete a condition assessment of the Covington Aquatic Center. Vote: 7-0. Motion carried.

3. Approve City Manager Merit Goals for 2018.

City Manager Regan Bolli gave the report on this item.

Councilmembers discussed this item.

Council Action: Councilmember Harto moved and Mayor Pro Tem Smith seconded to approve the following 2018 Merit Goals for the city manager: 1) finalize short plat with Kent

School District and purchase short platted property; 2) explore proper timing and seek council approval for the TBD sales tax increase in exchange for the termination of the \$20 car tab; and 3) work with CEDC to develop a business outreach plan that assesses current business attitudes regarding doing business in Covington. Vote: 7-0. Motion carried.

4. 2017 Year End Financial Report.

Finance Director Rob Hendrickson gave the report on this item.

FUTURE AGENDA ITEMS:

Councilmembers reviewed future agenda items.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

There was Council consensus to schedule a joint meeting with the Kent School District Board.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Sheryl Ward, Covington resident, thanked Colin Lund for the Lakepointe presentation, thanked Council for providing the Jenkins Creek Park presentation, and thanked Mayor Pro Tem Smith for the providing coffee chats with citizens.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:25 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, March 13, 2018**

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, March 13, 2018, at 7:00 p.m., with Mayor Pro Tem Smith presiding.

COUNCILMEMBERS PRESENT:

Joe Cimaomo, Margaret Harto, Fran Hollums, Marlla Mhoon, Paul Selland, and Sean Smith.

COUNCILMEMBERS ABSENT:

Jeff Wagner.

Council Action: Councilmember Harto moved and Councilmember Mhoon seconded to excuse Mayor Jeff Wagner who previously reported that he would be out for medical reasons. Vote: 6-0. Motion carried.

STAFF PRESENT:

Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kathy Hardy, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Pro Tem Smith opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Cimaomo moved and Councilmember Harto seconded to approve the Agenda. Vote: 6-0. Motion carried.

PUBLIC COMMENT:

Mayor Pro Tem Smith called for public comments.

Mary Pritchard, Covington resident, expressed her enjoyment of the Jenkins Creek Park Master Plan presentation and the Lakepointe Developer Agreement Report at the previous City Council meeting.

There being no further comments, Mayor Pro Tem Smith closed the public comment period.

APPROVE CONSENT AGENDA:

C-1. Vouchers: Vouchers: #37118 - #37176, including ACH payments in the amount of \$313,812.26, dated March 2, 2018; and Paylocity Payroll Vouchers #1008214502 - #1008214524 inclusive, plus employee direct deposits and wire transfers, in the amount of \$206,675.86 dated February 23, 2018.

RESOLUTION NO. 2018-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, KING COUNTY, WASHINGTON, AMENDING
THE COVINGTON CITY COUNCIL POLICIES AND
PROCEDURES

- C-2. Adopt Resolution Amending Council Policies and Procedures.
- C-3. Authorize the City Manager to Execute an Agreement for Services with DCI Engineers for Real Estate Services for 164th Avenue SE Pedestrian Improvement Project (CIP 1086).

Council Action: Councilmember Mhoon moved and Councilmember Harto seconded to approve the Consent Agenda. Vote: 6-0. Motion carried.

NEW BUSINESS:

1. Review 2018 Summit Action Items List.

City Manager Regan Bolli gave the report on this item.

Councilmembers provided some clarification, and there was Council consensus to schedule a discussion at a future meeting regarding every-other-week service or mini garbage cans as well as senior discounts for garbage services provided by Republic Services.

FUTURE AGENDA ITEMS:

Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

Councilmember Harto requested that the item *Safe Routes to School* be added to the agenda for the joint meeting with the Kent School District Board.

PUBLIC COMMENTS:

Mayor Pro Tem Smith called for public comments.

Mary Pritchard, Covington resident, expressed her disapproval of Green River College classes being held at the Covington Library rather than Kentwood High School. Ms. Pritchard also voiced her opinions on garbage service: 1) garbage rates were very reasonable, 2) disapproval of the idea of every-other-week service for garbage, 3) approval of offering a senior discount, 4) disapproval of anyone opting out of service, and 5) making yard waste mandatory with the option of a smaller can.

There being no further comments, Mayor Pro Tem Smith closed the public comment period.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:51 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: March 27, 2018

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #37177 - #37246, including ACH payments in the amount of \$202,961.44, dated March 16, 2018; and Paylocity Payroll Vouchers #1008279442 - #1008279461 inclusive, plus employee direct deposits and wire transfers, in the amount of \$204,793.73, dated March 9, 2018.

PREPARED BY: Casey Parker, Senior Accountant

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #37177 - #37246, including ACH payments in the amount of \$202,961.44, dated March 16, 2018; and Paylocity Payroll Vouchers #1008279442 - #1008279461 inclusive, plus employee direct deposits and wire transfers, in the amount of \$204,793.73, dated March 9, 2018.

Consent Agenda Item C-3

Covington City Council Meeting

Date: March 27, 2018

SUBJECT: CONSIDER ADOPTION OF THE JENKINS CREEK PARK MASTER PLAN

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):

1. Jenkins Creek Park Master Plan (available on City's website)
2. Resolution Adopting the Jenkins Creek Park Master Plan for the City of Covington

PREPARED BY: Mary Gardocki, Parks Project Manager

EXPLANATION:

The purpose of this agenda item is for the council to consider adoption of the Jenkins Creek Park Master Plan (the "Plan"). This master plan serves as the first phase of design for renovating this park with projected costs that would be usable in grant applications and guide capital improvement program (CIP) planning. Design development and construction documents would not proceed without further budgetary and fiscal impact considerations.

The Watershed Company has provided a concept-level schematic design, a concept-level cost estimate and a supporting master plan report which outlines the complete process for this master plan.

MASTER PLAN PROCESS SUMMARY

The planning process began in July 2017 and met the following milestones:

August 9, 2017: 1st public meeting (on-site at Jenkins Creek Park)
August 16, 2017: 1st presentation to Parks and Recreation Commission
September 12, 2017: 1st presentation to City Council
October 18, 2017: 2nd public meeting
October 18, 2017: 2nd presentation to Parks and Recreation Commission
November 14, 2017: 2nd presentation to City Council
January 10, 2018: 3rd public meeting
February 27, 2018: 3rd presentation to City Council

The plan presented has been widely reviewed and provides primarily passive recreation opportunities while being sensitive to site characteristics. Many needs were expressed and prioritized during the planning process. A list of proposed amenities for the park includes:

- Security features (fencing, cameras and patrol)
- Trails
- Future trail connections
- Accessible Play Area

- Public Art opportunities
- Interpretive educational elements
- Identified and improved viewsheds
- Flexible, low impact recreational spaces
- Natural area restoration
- Parking
- Picnic Areas
- Pavilion

COST ESTIMATE

The construction cost estimate for full build-out of the park is \$6.9 million in 2018 dollars (Attachment 2). This amount will increase due to inflation until the year of actual construction, plus additional significant costs including design, project management and annual maintenance and operation costs. This is a concept level estimate based on the cost of similar projects. It is useful for planning purposes as it provides information on the magnitude of the project and guidance in phasing and grant applications.

ALTERNATIVES:

1. Direct staff to make changes and return the Plan for adoption at the April 10th regular meeting.
2. Decline adoption of the Plan.

FISCAL IMPACT:

This Plan provides guidance and has no fiscal impact itself. Capital improvement projects are approved through the annual operating capital budget process.

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

Council member _____ moves, Council member _____ seconds, to adopt the resolution, insubstantial form as that attached hereto, to adopt the Jenkins Creek Park Master Plan.

REVIEWED BY: City Manager, City Attorney, Finance Director

ATTACHMENT 2

RESOLUTION NO. 2018-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE JENKINS CREEK PARK MASTER PLAN.

WHEREAS, the Covington Parks and Recreation Department, together with consultants, has conducted an in-depth planning process; and

WHEREAS, the planning process included an inventory, site assessment and development of park design program phase that included a thorough public participation effort, landscape assessment and site analysis, background research and review, and a detailed funding situation assessment; and

WHEREAS, the planning process included a schematic design and implementation program phase that included development of design alternatives, refinement into a single preferred master plan design, and provided a guide for implementation through funding, permitting and construction; and

WHEREAS, the Jenkins Creek Park Master Plan has been considered by the city council in an open public meeting,

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

Section 1. Jenkins Creek Park Master Plan Adopted. The document entitled “Jenkins Creek Park Master Plan Summary Report” dated March 2018, as prepared by the Covington Parks and Recreation Department and as recommended by the Covington Parks and Recreation Commission, is hereby adopted.

ADOPTED by the City Council of the City of Covington, Washington, in open and regular session this 27th day of March 2018, and signed in authentication thereof.

Mayor Jeff Wagner

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Kathy Hardy, City Attorney

Consent Agenda Item C-4

Covington City Council Meeting

Date: March 27, 2018

SUBJECT: CONSIDER AWARDING THE CONSTRUCTION CONTRACT FOR THE
TIMBERLANE STORMWATER LID RETROFIT PROJECT (CIP 1027A) TO CR
CONSTRUCTION, LLC

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Gray & Osborne's bid evaluation and award recommendation

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:

On January 26, 2018, the city advertised a call for bids for the Timberlane Stormwater LID Retrofit Project. Bid opening for the Project occurred on February 21, 2018.

The Timberlane Stormwater LID Retrofit Project was identified as a priority project during the 2017 Surface Water Management (SWM) rate study. This project will retrofit the existing stormwater system in the Timberlane Estates neighborhood. The project will include installing two new LID water quality facilities, one flow control facility and a retrofit to an existing facility to add capacity. The new facilities will need to be installed in the appropriate easements.

The city received nine bids that ranged from \$337,886.87 to \$616,837.14. The Engineer's Estimate was \$374,740.59. The low bidder, Engineering/Remediation Resources Group, claimed bid error. The City of Covington concurred and that bid has been removed from consideration. Gray & Osborne provided a bid summary with their recommendation letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

Bidder	Contract Bid
Engineer's Estimate	\$374,740.59
1. Engineering/Remediation Resources Group, Inc.	\$337,886.87
2. CR Construction, LLC (Snoqualmie, WA)	\$394,791.11
3. Reed Trucking & Excavating, Inc. (Puyallup, WA)	\$423,518.28
4. Mike McClung Construction Company (Buckley, WA)	\$471,970.17
5. Sound Pacific Construction, LLC (Gig Harbor, Washington)	\$479,593.89
6. Active Construction, Inc. (Tacoma, WA)	\$514,898.66
7. Welwest Construction, Inc. (Monroe, WA)	\$533,904.75
8. Northwest Cascade, Inc. (Puyallup, WA)	\$611,086.77
9. R.W. Scott Construction, Inc. (Auburn, WA)	\$616,837.14

As the bids are in line with the engineer’s estimate, we recommend awarding the project to CR Construction, LLC as the lowest responsive and responsible bidder.

FISCAL IMPACT:

This project is funded as part of the City’s Stormwater Management program in combination with \$54,000 in funds from the King County Flood Control District Opportunity Fund and \$70,000 in funds for King County Metro WaterWorks Grant. The following breakdown will show how the completion of the project will most likely occur.

Timberlane Stormwater LID Retrofit Project

2018 Budget:

Construction:	KC Opportunity Fund	\$54,000
	KC WaterWorks Grant	\$70,000
	SWM FUND	<u>\$311,000</u>
	Total Budgeted	\$435,000
Expenditures:	Construction Bid	\$394,791
	Contingency (10%)	<u>\$39,479</u>
	Total Expenditures	\$434,270

Funds are budgeted in 2018 to more than cover the costs of the Timberlane Stormwater LID Retrofit Project. A 10% contingency cost has been included to cover unforeseen issues/costs associated with the project.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to award the bid of the Timberlane Stormwater LID Retrofit Project (CIP 1027A) to CR Construction, LLC and authorizes the City Manager to execute a contract with CR Construction, LLC in the amount of \$394,791.11.

REVIEWED BY: City Manager, Finance Director, City Attorney

March 5, 2018

Mr. Ben Parrish
Surface Water Management Program Coordinator
City of Covington
16720 SE 271st Street, Suite 100
Covington, Washington 98042

**SUBJECT: REVIEW OF BIDS, TIMBERLANE STORMWATER LID RETROFIT PROJECT
CITY OF COVINGTON, KING COUNTY, WASHINGTON
G&O #13599.00**

Dear Mr. Parrish:

On February 21, 2018, the City of Covington received nine bids for the Timberlane Stormwater LID Retrofit project. The bids ranged from \$337,886.87 to \$616,837.14. The Engineer's Estimate was \$374,740.59. Each proposal was checked for correctness of extensions of the prices per unit and the total price. One correction was made; however, this correction did not change the position of the low bidder. Subsequent to the bid, the low bidder, Engineering/Remediation Resources Group, claimed bid error. The City of Covington concurred and that bid has been removed from consideration. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer's Estimate.....	\$374,740.59
1.	CR Construction, LLC (Snoqualmie, Washington).....	\$394,791.11
2.	Reed Trucking & Excavating, Inc. (Puyallup, Washington).....	\$423,518.28
3.	Mike McClung Construction Company (Buckley, Washington) ..	\$471,970.17
4.	Sound Pacific Construction, LLC (Gig Harbor, Washington) ..	\$479,593.89
5.	Active Construction, Inc. (Tacoma, Washington)	\$514,898.66
6.	Welwest Construction, Inc. (Monroe, Washington).....	\$533,904.75
7.	Northwest Cascade, Inc. (Puyallup, Washington).....	\$611,086.77
8.	RW Scott Construction (Auburn, Washington).....	\$616,837.14

The low responsive bidder, CR Construction of Snoqualmie, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding



Mr. Ben Parrish
March 5, 2018
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protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, CR Construction of Snoqualmie, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist is attached for the City's file.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

CR Construction, LLC
7829 Center Boulevard SE, Suite 151
Snoqualmie, Washington 98065

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Leigh K. Nelson, P.E.

LKN/hh
Encl.

BIDDER		ENGINEER'S ESTIMATE		CR CONSTRUCTION, LLC		REED TRUCKING & EXCAVATING, INC.		MIKE MCCLUNG CONSTRUCTION CO.		SOUND PACIFIC CONSTRUCTION, LLC		
BIDDER ADDRESS				7829 Center Blvd. SE, #151		2207 Intex Avenue, Suite A		P.O. Box 1189		3902 157th Street Court NW		
				Snoqualmie, WA 98065		Puyallup, WA 98372		Buckley, WA 98321		Gig Harbor, WA 98332		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				231,644-00		983,104-00		032,783-00		626,238-00		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER				CRCONCL881DG		REEDTEI016JW		MIKEMCC981KB		SOUNDPC842J8		
BID BOND OR OTHER GOOD FAITH TOKEN				5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Unexpected Site Changes	1	CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Survey	1	LS	\$3,000.00	\$3,000.00	\$9,222.00	\$9,222.00	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$15,000.00
3	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00
4	Mobilization, Cleanup and Demobilization	1	LS	\$32,000.00	\$32,000.00	\$10,150.00	\$10,150.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$30,000.00
5	Project Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$5,250.00	\$5,250.00	\$2,500.00	\$2,500.00	\$15,500.00	\$15,500.00	\$15,000.00
6	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$30,004.87	\$30,004.87	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$20,000.00
7	Site Restoration	1	LS	\$5,000.00	\$5,000.00	\$4,183.00	\$4,183.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$12,000.00
8	Tree Removal	50	EA	\$500.00	\$25,000.00	\$277.80	\$13,890.00	\$600.00	\$30,000.00	\$170.00	\$8,500.00	\$850.00
9	Removal of Structure and Obstruction	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$3,000.00
10	Excavation, Embankment and Grading, Incl. Haul	1	LS	\$10,000.00	\$10,000.00	\$46,401.40	\$46,401.40	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$50,000.00
11	Locate Existing Utilities	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,000.00
12	Crushed Surfacing Top Course	90	TN	\$25.00	\$2,250.00	\$22.80	\$2,052.00	\$60.00	\$5,400.00	\$55.00	\$4,950.00	\$47.00
13	Commercial HMA	3	TN	\$125.00	\$375.00	\$666.66	\$1,999.98	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$500.00
14	Gravel Backfill for Drains	480	TN	\$25.00	\$12,000.00	\$26.64	\$12,787.20	\$30.00	\$14,400.00	\$40.00	\$19,200.00	\$27.00
15	CPEP Perforated Storm Sewer Pipe, 12 In. Diam.	500	LF	\$50.00	\$25,000.00	\$57.33	\$28,665.00	\$50.00	\$25,000.00	\$65.00	\$32,500.00	\$50.00
16	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	8	LF	\$80.00	\$640.00	\$52.34	\$418.72	\$60.00	\$480.00	\$115.00	\$920.00	\$85.00
17	CPEP Perforated Storm Sewer Pipe, 18 In. Diam.	25	LF	\$80.00	\$2,000.00	\$69.12	\$1,728.00	\$80.00	\$2,000.00	\$220.00	\$5,500.00	\$60.00
18	CPEP Storm Sewer Pipe, 18 In. Diam. (Incl. Bedding)	265	LF	\$100.00	\$26,500.00	\$64.12	\$16,991.80	\$60.00	\$15,900.00	\$95.00	\$25,175.00	\$85.00
19	CPEP Storm Sewer Pipe, 36 In. Diam. (Incl. Bedding)	6	LF	\$400.00	\$2,400.00	\$125.50	\$753.00	\$500.00	\$3,000.00	\$1,200.00	\$7,200.00	\$370.00
20	Catch Basin, Type 1	1	EA	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,300.00
21	Catch Basin, Type 2, 48 In. Diam.	2	EA	\$2,500.00	\$5,000.00	\$3,178.49	\$6,356.98	\$3,500.00	\$7,000.00	\$5,000.00	\$10,000.00	\$3,500.00
22	Catch Basin, Type 2, 48 In. Diam. Dry Well	1	EA	\$3,500.00	\$3,500.00	\$4,425.88	\$4,425.88	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$3,500.00
23	Catch Basin, Type 2, 48 In. Diam. w/Vaned Grate	1	EA	\$2,500.00	\$2,500.00	\$2,937.42	\$2,937.42	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$3,000.00

DATE: 2/2018
DRAWN: SC
CHECKED: LN
APPROVED: LN

CITY OF COVINGTON, WASHINGTON
TIMBERLANE STORMWATER LID RETROFIT PROJECT - REBID
GRAY & OSBORNE #13599

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

	BIDDER			ENGINEER'S ESTIMATE	CR CONSTRUCTION, LLC	REED TRUCKING & EXCAVATING, INC.	MIKE MCCLUNG CONSTRUCTION CO.	SOUND PACIFIC CONSTRUCTION, LLC					
24	Catch Basin, Type 2, 54 In. Diam. w/Weir	1	EA	\$3,500.00	\$3,500.00	\$4,425.88	\$4,425.88	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00
25	Catch Basin, Type 2, 60 In. Diam.	1	EA	\$4,000.00	\$4,000.00	\$4,337.12	\$4,337.12	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
26	Connection to Existing System	3	EA	\$1,000.00	\$3,000.00	\$1,383.33	\$4,149.99	\$500.00	\$1,500.00	\$2,000.00	\$6,000.00	\$750.00	\$2,250.00
27	Modifications to Existing Structure	3	EA	\$500.00	\$1,500.00	\$1,673.33	\$5,019.99	\$700.00	\$2,100.00	\$1,200.00	\$3,600.00	\$750.00	\$2,250.00
28	Trench Excavation Safety Systems	1	LS	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00
29	Erosion/Water Pollution Control	1	LS	\$10,000.00	\$10,000.00	\$14,742.50	\$14,742.50	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00
30	Seeding, Fertilizing and Mulching	300	SY	\$4.00	\$1,200.00	\$8.33	\$2,499.00	\$4.00	\$1,200.00	\$1.50	\$450.00	\$9.00	\$2,700.00
31	Bioretention Facilities	2,700	SY	\$40.00	\$108,000.00	\$35.20	\$95,040.00	\$41.00	\$110,700.00	\$41.00	\$110,700.00	\$40.00	\$108,000.00
32	Quarry Spalls	160	TN	\$35.00	\$5,600.00	\$25.56	\$4,089.60	\$50.00	\$8,000.00	\$45.00	\$7,200.00	\$30.00	\$4,800.00
33	Ecology Block Wall	120	LF	\$30.00	\$3,600.00	\$71.72	\$8,606.40	\$50.00	\$6,000.00	\$45.00	\$5,400.00	\$85.00	\$10,200.00
34	Project Documentation	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00
	Subtotal:				\$345,065.00		\$363,527.73		\$389,980.00		\$434,595.00		\$441,615.00
	Sales Tax @ 8.6%				\$29,675.59		\$31,263.38		\$33,538.28		\$37,375.17		\$37,978.89
	TOTAL CONSTRUCTION COST				\$374,740.59		\$394,791.11		\$423,518.28		\$471,970.17		\$479,593.89

BIDDER		ACTIVE CONSTRUCTION, INC.		WELWEST CONSTRUCTION, INC.		NORTHWEST CASCADE, INC.		RW SCOTT CONSTRUCTION				
BIDDER ADDRESS		5110 River Road East Tacoma, WA 98443		17251 Tye Street, Suite #5 Monroe, WA 98272		P.O. Box 73399 Puyallup, WA 98373		4005 West Valley Hwy. N. Auburn, WA 98001				
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.		200,933-00		203,109-00		265,081-00		579,092-00				
WASHINGTON STATE CONTRACTOR'S REG. NUMBER		ACTIVCI164JL		WELWECL884LM		NORTHCI148BG		RWSCOC*229MU				
BID BOND OR OTHER GOOD FAITH TOKEN		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND				
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	Unexpected Site Changes	1 CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
2	Survey	1 LS	\$8,800.00	\$8,800.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$12,500.00	\$12,500.00		
3	SPCC Plan	1 LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00		
4	Mobilization, Cleanup and Demobilization	1 LS	\$79,470.00	\$79,470.00	\$17,000.00	\$17,000.00	\$53,500.00	\$53,500.00	\$50,000.00	\$50,000.00		
5	Project Temporary Traffic Control	1 LS	\$21,500.00	\$21,500.00	\$8,000.00	\$8,000.00	\$45,000.00	\$45,000.00	\$18,000.00	\$18,000.00		
6	Clearing and Grubbing	1 LS	\$11,000.00	\$11,000.00	\$25,000.00	\$25,000.00	\$13,600.00	\$13,600.00	\$17,500.00	\$17,500.00		
7	Site Restoration	1 LS	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$9,800.00	\$9,800.00	\$17,500.00	\$17,500.00		
8	Tree Removal	50 EA	\$400.00	\$20,000.00	\$400.00	\$20,000.00	\$510.00	\$25,500.00	\$1,000.00	\$50,000.00		
9	Removal of Structure and Obstruction	1 LS	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$7,500.00	\$7,500.00		
10	Excavation, Embankment and Grading, Incl. Haul	1 LS	\$59,000.00	\$59,000.00	\$140,000.00	\$140,000.00	\$85,000.00	\$85,000.00	\$75,000.00	\$75,000.00		
11	Locate Existing Utilities	1 LS	\$4,300.00	\$4,300.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00		
12	Crushed Surfacing Top Course	90 TN	\$79.00	\$7,110.00	\$40.00	\$3,600.00	\$62.00	\$5,580.00	\$50.00	\$4,500.00		
13	Commercial HMA	3 TN	\$450.00	\$1,350.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$750.00	\$2,250.00		
14	Gravel Backfill for Drains	480 TN	\$32.50	\$15,600.00	\$40.00	\$19,200.00	\$62.00	\$29,760.00	\$35.00	\$16,800.00		
15	CPEP Perforated Storm Sewer Pipe, 12 In. Diam.	500 LF	\$46.00	\$23,000.00	\$50.00	\$25,000.00	\$48.00	\$24,000.00	\$65.00	\$32,500.00		
16	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	8 LF	\$133.00	\$1,064.00	\$100.00	\$800.00	\$95.00	\$760.00	\$55.00	\$440.00		
17	CPEP Perforated Storm Sewer Pipe, 18 In. Diam.	25 LF	\$138.00	\$3,450.00	\$80.00	\$2,000.00	\$68.00	\$1,700.00	\$95.00	\$2,375.00		
18	CPEP Storm Sewer Pipe, 18 In. Diam. (Incl. Bedding)	265 LF	\$70.00	\$18,550.00	\$65.00	\$17,225.00	\$98.00	\$25,970.00	\$95.00	\$25,175.00		
19	CPEP Storm Sewer Pipe, 36 In. Diam. (Incl. Bedding)	6 LF	\$750.00	\$4,500.00	\$300.00	\$1,800.00	\$650.00	\$3,900.00	\$700.00	\$4,200.00		
20	Catch Basin, Type 1	1 EA	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,275.00	\$1,275.00	\$2,000.00	\$2,000.00		
21	Catch Basin, Type 2, 48 In. Diam.	2 EA	\$3,400.00	\$6,800.00	\$4,000.00	\$8,000.00	\$3,100.00	\$6,200.00	\$4,200.00	\$8,400.00		
22	Catch Basin, Type 2, 48 In. Diam. Dry Well	1 EA	\$6,600.00	\$6,600.00	\$6,000.00	\$6,000.00	\$5,750.00	\$5,750.00	\$8,500.00	\$8,500.00		
23	Catch Basin, Type 2, 48 In. Diam. w/Vaned Grate	1 EA	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$3,850.00	\$3,850.00	\$6,200.00	\$6,200.00		

DATE: 2/2018
DRAWN: SC
CHECKED: LN
APPROVED: LN

CITY OF COVINGTON, WASHINGTON
TIMBERLANE STORMWATER LID RETROFIT PROJECT - REBID
GRAY & OSBORNE #13599

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

BIDDER				ACTIVE CONSTRUCTION, INC.	WELWEST CONSTRUCTION, INC.	NORTHWEST CASCADE, INC.	RW SCOTT CONSTRUCTION					
24	Catch Basin, Type 2, 54 In. Diam. w/Weir	1	EA	\$4,800.00	\$4,800.00	\$9,000.00	\$9,000.00	\$7,950.00	\$7,950.00	\$12,500.00	\$12,500.00	
25	Catch Basin, Type 2, 60 In. Diam.	1	EA	\$4,100.00	\$4,100.00	\$8,000.00	\$8,000.00	\$4,850.00	\$4,850.00	\$8,500.00	\$8,500.00	
26	Connection to Existing System	3	EA	\$850.00	\$2,550.00	\$800.00	\$2,400.00	\$1,200.00	\$3,600.00	\$750.00	\$2,250.00	
27	Modifications to Existing Structure	3	EA	\$500.00	\$1,500.00	\$700.00	\$2,100.00	\$800.00	\$2,400.00	\$500.00	\$1,500.00	
28	Trench Excavation Safety Systems	1	LS	\$1,800.00	\$1,800.00	\$7,000.00	\$7,000.00	\$250.00	\$250.00	\$2,000.00	\$2,000.00	
29	Erosion/Water Pollution Control	1	LS	\$19,000.00	\$19,000.00	\$8,000.00	\$8,000.00	\$38,000.00	\$38,000.00	\$9,500.00	\$9,500.00	
30	Seeding, Fertilizing and Mulching	300	SY	\$2.00	\$600.00	\$15.00	\$4,500.00	\$2.50	\$750.00	\$5.00	\$1,500.00	
31	Bioretention Facilities	2,700	SY	\$38.50	\$103,950.00	\$34.00	\$91,800.00	\$43.00	\$116,100.00	\$50.00	\$135,000.00	
32	Quarry Spalls	160	TN	\$52.50	\$8,400.00	\$40.00	\$6,400.00	\$65.00	\$10,400.00	\$75.00	\$12,000.00	
33	Ecology Block Wall	120	LF	\$44.00	\$5,280.00	\$40.00	\$4,800.00	\$45.00	\$5,400.00	\$70.00	\$8,400.00	
34	Project Documentation	1	LS	\$150.00	\$150.00	\$1,000.00	\$1,000.00	\$4,800.00	\$4,800.00	\$1,000.00	\$1,000.00	
	Subtotal:				\$474,124.00		\$491,625.00		\$562,695.00		\$567,990.00	
	Sales Tax @ 8.6%				\$40,774.66		\$42,279.75		\$48,391.77		\$48,847.14	
	TOTAL CONSTRUCTION COST				\$514,898.66		\$533,904.75		\$611,086.77		\$616,837.14	
Sealed bids were opened at the City of Covington, 16720 SE 271st Street, Suite 100, Covington, Washington 98042 on Wednesday, February 21, 2018, at 2:00 p.m. (local time).												
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.						DENOTES MATHEMATICAL OR ROUNDING ERROR						
LEIGH NELSON, P.E.												

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name:	Project Number:
City of Covington / Timberlane Stormwater LID Retrofit Project	13599
Bidder's Business Name:	Bid Submittal Deadline:
CR Construction, LLC	February 21, 2018
Contractor Registration	
https://secure.lni.wa.gov/verify/	
License Number:	Status:
CRCONCL881DG	Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
3/7/2012	3/21/3018
Current UBI Number	
http://dor.wa.gov/BRD/	
UBI Number:	Account:
603 179 791	Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/	
Account Number:	Account Current:
LSM0416455	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number:	
450084-00-1	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/> 	
State Excise Tax Registration Number	
http://dor.wa.gov/BRD/	
Tax Registration Number:	Account:
603179971	Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Certification of Compliance with Wage Payment Statutes Clause Signed Yes <input type="checkbox"/> No <input type="checkbox"/>	
(See Proposal Signature Page or Signed Certification Form)	
Not Disqualified from Bidding	
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Excluded Parties Listing System (Federal Funded Projects)	
http://www.sam.gov	
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Checked by:	
Name:	Date:
Leigh K. Nelson, P.E.	March 5, 2018

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CR CONSTRUCTION LLC

Owner or tradesperson **7829 CENTER BLVD SE #151**
SNOQUALMIE, WA 98065
 Principals **425-749-9945**
 SLATTEN, SARA J, PARTNER/MEMBER **KING County**
 Doing business as
CR CONSTRUCTION LLC

WA UBI No. **603 179 791** Business type
Limited Liability Company

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active.
Meets current requirements.

License specialties

GENERAL

License no.

CRCONCL881DG

Effective — expiration

03/07/2012— 03/21/2018

Bond

RLI Ins Co \$12,000.00

Bond account no.

LSM0416455

Received by L&I

03/21/2013

Effective date

02/23/2013

Expiration date

Until Canceled

[Bond history](#)

Insurance

Ohio Security Ins Co \$1,000,000.00

Policy no.

BKS55294463

Received by L&I

08/04/2017

Effective date

09/27/2012

Expiration date

09/27/2018

[Insurance history](#)

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

Cause no.

15-2-08874-2KNT

Dismissed

[Help us improve](#)

Complaint filed by
WESTSIDE CONCRETE ACCESSORIES INC

Complaint against bond(s) or savings
LSM0416455

Complaint date
04/16/2015

Complaint amount
\$22,157.72

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
231,644-00

Account is current.

Doing business as

CR CONSTRUCTION LLC

Estimated workers reported

Quarter 4 of Year 2017 "21 to 30 Workers"

L&I account contact

T0 / KARLA BOWMAN (360)902-5535 - Email: BOWK235@lni.wa.gov

Public Works Strikes and Debarments

Verify the contractor is eligible to perform work on public works projects.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
12/16/2015

[Violations](#)

Inspection no.
317938387

Location
**212th SE & SE 5th PI
Sammamish, WA 98074**

BIDDER REFERENCE

Project Number: 13599 Date: 3/1/2018

Project Name: Timberlane Stormwater LID Retrofit Project

Contractor: Rush Hill Construction

Reference: Rob Martain

Representing: Rush Hill Construction Phone #: 425-463-6575

Did the Contractor complete the Woodland Apartments Project Name
within the time and contract amount? Yes

Were there any change orders on this Project? Yes

What was the nature of the change orders? Difficult Site with Drainage related to
unforeseen site Conditions

Was the Contractor responsive? Yes

What was the quality of his workmanship? Yes

Would you award another contract to this Contractor? Yes

BIDDER REFERENCE

Project Number:13599 Date:3/1/2018

Project Name: Timberlane Stormwater LID Retrofit Project

Contractor: CR Construction

Reference: Craig Heinz

Representing: U.S. Army Corps Phone #: 253-880-5988

Did the Contractor complete the Dykstra Levee

Project Name

within the time and contract amount? Yes

Were there any change orders on this Project? Yes

What was the nature of the change orders? Small Change order originating from Owner

Was the Contractor responsive? Yes

What was the quality of his workmanship? Yes

Would you award another contract to this Contractor? Yes

Consent Agenda Item C-5

Covington City Council Meeting

Date: March 27, 2018

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE EASEMENT AGREEMENTS IN ASSOCIATION WITH THE TIMBERLANE STORMWATER LID RETROFIT PROJECT.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

- 1. Construction Access and Property Use Agreement for Parcel 865144-TRCT

PREPARED BY: Ben Parrish, SWM Program Coordinator

EXPLANATION:

The Timberlane Stormwater LID Retrofit Project was identified as a priority project during the 2017 Surface Water Management (SWM) rate study. This project will retrofit the existing stormwater system in the Timberlane Estates neighborhood. The project will include installing two new LID water quality facilities, one flow control facility and a retrofit to an existing facility to add capacity. The new facilities will need to be installed in the appropriate easements. In order to acquire the necessary easements, staff requests for the council to authorize the City Manager to execute the attached utility easement agreements with the Timberlane Homes Association Inc., owner of parcel 865144-TRCT. (See Attachment 1)

FISCAL IMPACT:

Costs associated with easement acquisition have been accounted for in the overall project budget. This project is being funded primarily by City SWM funds with additional grant funds from the King County Flood Control District Sub-Regional Opportunity Fund and the King County WaterWorks Grant.

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

- 1) Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute an easement agreement with the owner of parcel 865144-TRCT in association with the Timberlane Stormwater LID Retrofit Project, in substantial form as that attached hereto.

REVIEWED BY: Finance Director, City Attorney, City Manager

**CITY OF COVINGTON
AGREEMENT FOR
CONSTRUCTION ACCESS AND PROPERTY USE**

THIS CONSTRUCTION ACCESS AND PROPERTY USE AGREEMENT (“Agreement”) is made and entered into this __ day of _____, 2018 (“Effective Date”), by and between the City of Covington, a Washington municipal corporation (hereinafter, “City”), and Timberlane Homes Association Inc., a Washington nonprofit corporation (hereinafter, “Owner”). Owner owns the subject real property identified as King County parcel number 865144TRCT, located in Covington, WA, 98042 (hereinafter, “Property”). City and Owner are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, in connection herewith, the Parties have executed storm drainage easement agreements over and across portions of the Property, legally described on **Exhibit A** hereto, for the benefit of the City to install, repair, reconstruct, and maintain storm drainage facilities and appurtenances;

WHEREAS, the storm drainage easement agreements are attached hereto as **Exhibit B** and incorporated fully herein (the “Easement Agreements”); and

WHEREAS, the City requires one-time access to an area greater than the property included in the Easement Agreements for the initial construction of said stormwater drainage facilities (the “Stormwater Facilities Construction”) and the Owner is willing to provide such access and use of the Property; and

WHEREAS, as a one-time access need, the Parties desire to memorialize the City’s access and use rights in this separate Agreement, rather than in the Easement Agreements, so as to not encumber the Property with such construction access and use rights in perpetuity;

THEREFORE, the Parties to this Agreement, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants the City expresses herein, agree as follows:

1. Grant of License for Access to Property and Use for Stormwater Facilities Construction.

1.1. Subject to the City’s compliance with the terms and conditions of this License Agreement, the Owner hereby grants the City, its employees, contractors, and subcontractors (collectively the “City and Agents”) responsible for any part of the Stormwater Facilities Construction, a license, privilege, and permission (the “License”) to access and use the Property to the extent required to perform all activities and uses associated with the Stormwater Facility Construction, and the right to take such action and perform other tasks on and to the Property (including any and all improvements located thereon) as are required to complete the

Stormwater Facility Construction, consistent with the Easement Agreements (Exhibit B) and any amendments thereto, during the term set forth below.

1.2. Except as provided herein, the City and Agents shall have License to use the Property for the Stormwater Facility Construction from the Day the Notice to Proceed is issued by the City to the Stormwater Facility Contractor through to Final Project Acceptance of the Project by the City, subject to the terms and provisions hereof (the "Term of Use"). Notwithstanding the foregoing, said License shall automatically expire, without the need for prior notice to City or Agents, on August 31, 2018.

2. Acceptance and Return of Property.

2.1. The City accepts the Property without modification, as it exists at the time of execution of this Agreement, without any warranties or representations by Owner.

2.2. The City agrees to return the Property to Owner at the end of the Term of Use in the same condition as when accepted, except for normal wear and tear (not directly or indirectly related to the Stormwater Facilities Construction), and shall do its best to avoid damages to the Property. The City shall be responsible, at its sole cost and expense, to repair, replace, or reconstruct any damage to improvements or the Property directly or indirectly caused by City or Agents, including without limitation, replacing and/or replanting any damage caused to vegetation or landscaping.

3. Compliance with Laws. The City shall comply with all applicable local, state, or federal laws, statutes, rules and/or regulations ("Laws") and the City shall obtain, at its own costs and expense, all local, state, and/or federal approvals, licenses, permits, and/or certificates required for the City's use of the Property pursuant to this Agreement ("Permits"). The City acknowledges and agrees that it is the City's sole responsibility to determine which, if any, Laws and/or Permits may apply to the City's use of the Property and Owner undertakes no responsibility or liability to the City in connection with such determination.

4. Insurance. The City shall provide Evidence of Coverage from its self-insured risk pool evidencing general liability coverage for the liabilities arising out of the use of the Property for the Stormwater Facilities Construction during the Term of Use of this Agreement. By requiring such liability coverage, Owner shall not have been deemed to, or construed to, have assessed the risks that may be applicable to the City in this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

5. Additional Terms.

5.1 The City is responsible for the conduct and safety of all City employees, contractors, subcontractors, volunteers, representatives, and agents (collectively, "Agents") during the Term of Use of the Property for the Stormwater Facilities Construction and is further responsible for ensuring compliance with this Agreement by all Agents. Any violation of this Agreement by Agents shall be deemed a violation by City.

5.2 City covenants and agrees to keep construction related noise to minimum levels necessary to accomplish the construction activity and shall comply with the noise control provisions of Covington Municipal Code Chapter 8.20.

5.3 City shall maintain the Property described in **Exhibit A** hereto in a neat and clean condition, free of trash, garbage, or miscellaneous construction debris.

6. Indemnification. To the maximum extent permitted by law, the City shall defend, indemnify, and hold harmless the Owner and all of its officers, board members, employees, volunteers, principals, attorneys, 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 the City and/or its employees, agents, volunteers, or representatives in use of the Property pursuant to this Agreement, except for injuries and damages caused by the sole negligence of Owner. In the event of any such claims, demands, suits, actions, and lawsuits, the City shall assume all costs of defense thereof, including administrative and legal fees incurred by Owner, and of all resulting judgments that may be obtained against Owner or any of its officers, board members, principals, agents, employees, attorneys, or volunteers. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and Owner, its officers, board members, officials, employees, and volunteers, principals, attorneys, and agents the City's liability hereunder shall be only to the extent of the City's negligence. The Parties have mutually negotiated this waiver. 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 the expiration or termination of this Agreement.

7. Term. This Agreement shall be in full force and effect from the Effective Date until the end of the Term of Use, but in no event later than August 31, 2018.

8. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington (excluding conflict of law provisions), and the venue for any cause of action arising out of this Agreement shall be King County, Washington. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

9. 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.

10. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both Parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

11. Independent Counsel. The Owner acknowledges that the drafter of this Agreement is the City's legal representative to whom the Owner does not look to for any legal counseling or legal advice with regard to this transaction. The Owner 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 Owner 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.

12. Authority / Counterpart. Each individual executing this Agreement on behalf of the City and the Owner represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Owner or the City. This Agreement may be executed in one or more counterparts and as executed shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

13. Owner Use Rights. Owner retains the right, for itself and its members, to use the Property as authorized by law and the Owner's Governing Documents, so long as such uses does not unreasonably interfere with or impede City's rights under this Agreement.

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

OWNER

CITY OF COVINGTON

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

ACKNOWLEDGMENT – GRANTEE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____th day of _____ 2018, before me appeared _____, to me known to be the City Manager for the City of Covington, and acknowledged 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 she was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Printed Name:
Residing at:
Commission expires:

ACKNOWLEDGMENT – GRANTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___th day of _____ 2018, before me appeared _____, to me known to be the President for TIMBERLANE HOMES ASSOCIATION, a Washington nonprofit corporation, and acknowledged 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 she was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Printed Name:
Residing at:
Commission expires:

EXHIBIT 'A'

Owner: Timberlane Homes Association Inc.
Parcel No. 865144TRCT
Drainage Easement's

Drainage Easement No. 1

That portion of Tract 'P' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington, lying within the Northwest Quarter of the Southeast Quarter of Section 30, Township 22 North, Range 6 East, W.M.; more particularly described as follows:

BEGINNING at the Northerly most corner of said Tract 'P';
THENCE South 44°20'45" East along the Northeasterly line of said Tract 'P' a distance of 126.24 feet to the Westerly line of a 20 foot wide drainage easement as shown on said plat;
THENCE Southerly and Westerly, along the Westerly line of said drainage easement and along the Northerly line of said drainage easement the following three (3) courses:
South 11°28'07" East a distance of 124.93 feet,
South 59°52'30" West a distance of 120.23 feet,
South 76°32'45" West a distance of 58.43 feet;
THENCE North 69°36'02" West a distance of 115.05 feet;
THENCE North 13°45'54" West a distance of 31.32 feet;
THENCE North 14°32'08" East a distance of 78.58 feet to the Northwesterly line of said Tract 'P';
THENCE North 45°39'15" East along said Northwesterly line a distance of 200.39 feet to the POINT OF BEGINNING.
Contains: 50, 340 Square Feet, more or less.

Drainage Easement No. 2

That portion of Tract 'B' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington, lying within the Northwest Quarter of the Southeast Quarter of Section 30, Township 22 North, Range 6 East, W.M.; more particularly described as follows:

BEGINNING at the Southerly most corner of Lot 291 of said plat;
THENCE North 45°39'15" East along the Southeasterly line of said lot a distance of 40.00 feet;
THENCE South 44°20'45" East a distance of 45.00 feet to a point on the Northeasterly projection of the Northwesterly line of Lot 290 of said plat.
THENCE South 45°39'15" West along said projection and Northeasterly line a distance of 96.00 feet to a point on the Northeasterly line of the 9 foot Public Utility Easement as shown on said plat;
THENCE North 44°20'45" West along said line a distance of 95.00 feet;
THENCE South 45°39'15" West a distance of 9.00 feet to a point on the Southwesterly line of said Tract 'B';
THENCE North 44°20'45" West along said Southwesterly line a distance of 20.00 feet;
THENCE North 45°39'15" East a distance of 65.00 feet to a point on the Southwesterly line of the aforesaid Lot 291;
THENCE South 44°20'45" East along said Southwesterly line a distance of 70.00 feet to the POINT OF BEGINNING.
Contains: 8,420 Square Feet, more or less.

Drainage Easement No. 3

That portion of Tract 'D' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington, lying within the Northwest Quarter of the Southeast Quarter of Section 30, Township 22 North, Range 6 East, W.M.; more particularly described as follows:

COMMENCING at the Southerly most corner of Lot 222 of said plat;

THENCE South 45°39'15" West along the Southwesterly projection of the Southeasterly line of said Lot 222 a distance of 10.00 feet;

THENCE South 44°20'45" East a distance of 40.00 feet to a point on a line parallel with and 40.00 feet Southeasterly, measured at right angles from said Southeasterly line, said point being the POINT OF BEGINNING;

THENCE North 45°39'15" East along said parallel line a distance of 185.00 feet;

THENCE South 44°20'45" East a distance of 58.14 feet to a point on the Northwesterly line of a 20 foot wide drainage easement as shown on said plat;

THENCE Southwesterly along the Northwesterly line of said drainage easement the following three (3) courses:

South 46°46'39" West a distance of 159.48 feet;

South 50°50'55" West a distance of 110.40 feet;

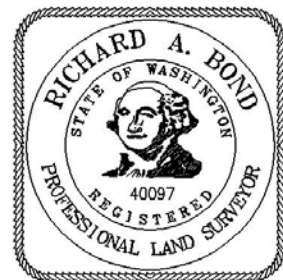
South 47°20'55" West a distance of 90.64 feet;

THENCE North 44°20'45" West a distance of 12.33 feet to a point on a line parallel with and 70.00 feet Southeasterly, measured at right angles from the Southeasterly line of Lot 214 of said Plat;

THENCE North 45°39'15" East along said parallel line a distance of 75.90 feet;

THENCE North 28°48'45" East a distance of 103.55 feet to the POINT OF BEGINNING.

Contains: 14,713 Square Feet, more or less.



COVER SHEET

Return Address:

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

Document Title: EASEMENT AGREEMENT

Reference Numbers:

Grantor: Timberlane Homes Association Inc.

Grantee: City of Covington

Legal Description: PTN of NW ¼, SE ¼, Sec. 30, T 22 N, R 6 E, W.M.

See page 2 of attached document

Property Tax Account Numbers: 865144TRCT

Storm Drainage Easement Agreement

THIS STORM DRAINAGE EASEMENT AGREEMENT (hereinafter "Agreement") is made this ____ day of _____, 2018, by and between the City of Covington, a municipal corporation of King County, Washington, hereinafter termed "Grantee", and Timberlane Homes Association Inc., a Washington nonprofit corporation, hereinafter termed "Grantor".

WITNESSETH;

Grantor for valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant unto the Grantee a perpetual, non-exclusive easement, subject to Grantee's compliance with the terms, provisions and conditions of this Agreement, for the installation, repair, maintenance, and reconstruction of storm drainage facilities and all appurtenances related thereto, through, over and across a portion of the following described real property:

Tract 'P' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington.

The portion of the above-described property subject to this Storm Drainage Easement Agreement is hereinafter referred to as the "Easement Area," and is described in Exhibits "A" and "B" hereto, Exhibit B hereto depicts the storm drainage conveyance route, which is included within the Easement Area. All exhibits hereto are incorporated fully herein by reference.

Grantee and its agents, designees or assigns shall have the right, subject to the terms, conditions, and provisions of this Agreement, without prior institution of any suit or proceeding at law and without prior notice to Grantor, at such time as Grantee deems necessary, to enter upon the Easement Area, by foot or vehicle, for the installation, repair, reconstruction or maintenance of storm drainage facilities and appurtenances accomplished in a manner that vegetation, landscaping, and existing private improvements shall not be disturbed or destroyed or in the event that they are disturbed or destroyed, they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the Easement Area was entered upon by the Grantee, at Grantee's sole cost and expense and within a reasonable period of time.

Grantor hereby agrees that, after the date of this Agreement, it will not place, erect, or plant any new building, wall, fence, rockery, trees or structure of any kind, nor shall it cause any fill material be placed within the boundaries of the Easement Area,

except with the written approval of Grantor, which shall not be unreasonably withheld, or as may be required by law. No excavation shall be made within the Easement Area, and no action shall be taken that causes the surface level of the ground within the Easement Area to exceed its current elevation. In the event that this provision is violated, Grantee shall have the right to require removal of any such structure and the same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantee accepts the Easement Area "AS IS," without the need for modification and without any warranties or representations by Grantor.

Grantee shall comply with all applicable local, state, or federal laws, statutes, rules and/or regulations ("Laws") and shall obtain, at its own costs and expense, all local, state, and/or federal approvals, licenses, permits, and/or certificates required for the exercise of Grantee's rights under this Agreement ("Permits"). Grantee acknowledges and agrees that it is the Grantee's sole responsibility to determine which, if any, Laws and/or Permits may apply to the Grantee's exercise of its rights under this Agreement, and that Grantor undertakes no responsibility or liability to the Grantee in connection with such determination.

Grantee is responsible for the conduct and safety of all Grantee's employees, contractors, subcontractors, volunteers, representatives, and agents (collectively "Agents") with respect to the exercise of Grantee's rights under this Agreement or use of the Easement Area, and Grantee is further responsible for ensuring compliance by its Agents with this Agreement. Any violation of this Agreement by Agents shall be deemed a violation by Grantee.

At all times while Grantee is using the Easement Area and upon completion of work on the Easement Area, Grantee shall be responsible for maintaining and/or leaving the Easement Area in a reasonably neat and clean condition, free of trash, garbage or miscellaneous construction debris.

Grantee covenants and agrees to make reasonable attempts to minimize the noise and disruption to neighboring lot owners and the Timberlane Homes HOA community and to comply with the noise control provisions in Covington Municipal Code Chapter 8.20.

Grantee shall provide Evidence of Coverage from its self-insured risk pool, evidencing general liability coverage for the liabilities arising out of the exercise of its rights under this Agreement and use of the Easement Area. By requiring such liability

coverage, Grantor shall not have been deemed to, or construed to, have assessed the risks that may be applicable to the Grantee in this Agreement. Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

To the maximum extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Grantor and all of its officers, board members, employees, volunteers, principals, attorneys, 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 the Grantor and/or Agents in use of the Easement Area pursuant to this Agreement, except for injuries and damages caused by the sole negligence of Grantor. In the event of any such claims, demands, suits, actions, and lawsuits, the Grantee shall assume all costs of defense thereof, including administrative and legal fees incurred by Grantor, and of all resulting judgments that may be obtained against Grantor or any of its officers, board members, principals, attorneys, agents, employees, or volunteers. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and Grantor, its officers, board members, employees, principals, attorneys, volunteers and agents, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. The parties have mutually negotiated this waiver. 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 the expiration or termination of this Agreement.

This Agreement shall be governed by the laws of the State of Washington (excluding conflict of law provisions), and the venue for any cause of action arising out of this Agreement shall be King County, Washington. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

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.

This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both Parties. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

Each individual executing this Agreement on behalf of the Grantee and Grantor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Grantor or the Grantee. This Agreement may be executed in one or more counterparts and as executed shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

Grantor retains the right, for itself, its board members, agents, volunteers, and members, to use the Easement Area as authorized by law and the Grantor's Governing Documents, so long as such use does not unreasonably interfere with or impede Grantee's rights under this Agreement.

This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and apply to the benefit of the parties hereto and their respective successors and assigns.

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

GRANTOR

GRANTEE

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

ACKNOWLEDGMENT – GRANTEE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___th day of _____ 2018, before me appeared _____, to me known to be the City Manager for the City of Covington, and acknowledged 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 she was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Printed Name:
Residing at:
Commission expires:

ACKNOWLEDGMENT – GRANTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___th day of _____ 2018, before me appeared _____, to me known to be the President for TIMBERLANE HOMES ASSOCIATION, a Washington nonprofit corporation, and acknowledged 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 she was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Printed Name:
Residing at:
Commission expires:

EXHIBIT 'A'

**Owner: Timberlane Homes Association Inc.
Parcel No. 865144TRCT
Drainage Easement's**

That portion of Tract 'P' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington, lying within the Northwest Quarter of the Southeast Quarter of Section 30, Township 22 North, Range 6 East, W.M.; more particularly described as follows:

BEGINNING at the Northerly most corner of said Tract 'P';
THENCE South 44°20'45" East along the Northeasterly line of said Tract 'P' a distance of 126.24 feet to the Westerly line of a 20 foot wide drainage easement as shown on said plat;
THENCE Southerly and Westerly, along the Westerly line of said drainage easement and along the Northerly line of said drainage easement the following three (3) courses:
South 11°28'07" East a distance of 124.93 feet,
South 59°52'30" West a distance of 120.23 feet,
South 76°32'45" West a distance of 58.43 feet;
THENCE North 69°36'02" West a distance of 115.05 feet;
THENCE North 13°45'54" West a distance of 31.32 feet;
THENCE North 14°32'08" East a distance of 78.58 feet to the Northwesterly line of said Tract 'P';
THENCE North 45°39'15" East along said Northwesterly line a distance of 200.39 feet to the POINT OF BEGINNING.
Contains: 50, 340 Square Feet, more or less.

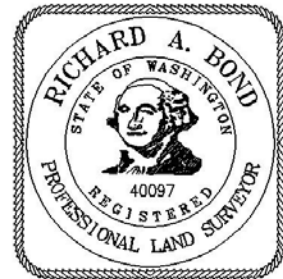
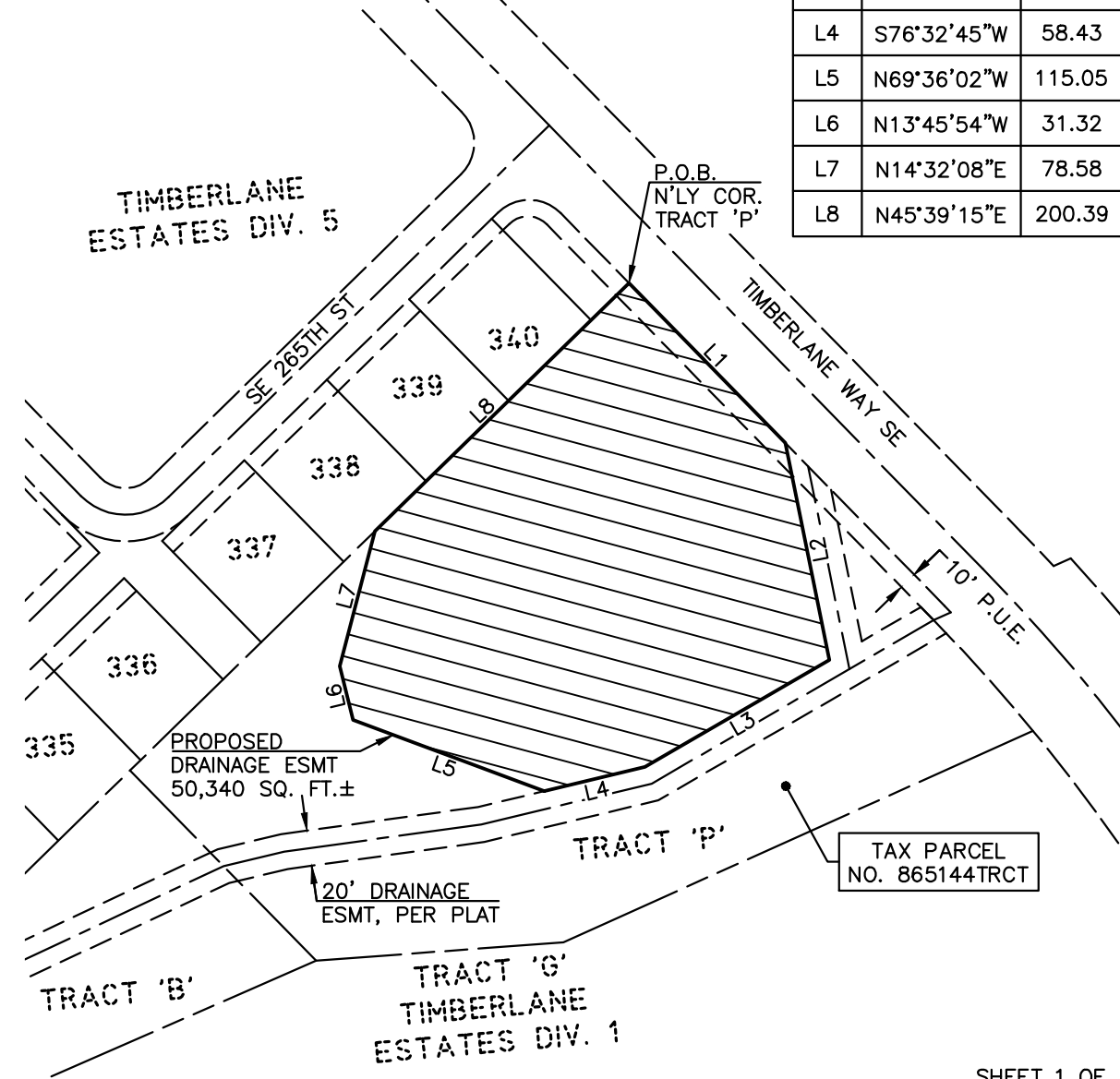


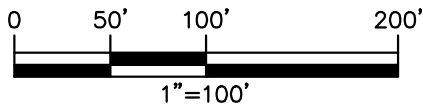
EXHIBIT 'B'

NOTE:
 HORIZONTAL DATUM: NAD83/CORS96
 ROTATE SHOWN BEARINGS
 COUNTERCLOCKWISE 00°39'15" TO
 OBTAIN PLAT BEARINGS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S44°20'45"E	126.24
L2	S11°28'07"E	124.93
L3	S59°52'30"W	120.23
L4	S76°32'45"W	58.43
L5	N69°36'02"W	115.05
L6	N13°45'54"W	31.32
L7	N14°32'08"E	78.58
L8	N45°39'15"E	200.39



SHEET 1 OF 3



CITY OF COVINGTON
 TIMBERLANE JENKINS PARK
 STORMWATER RETROFIT PROJECT
 TAX PARCEL NO. 865144TRCT
 DRAINAGE EASEMENT NO. 1
 EXHIBIT 'B'

COVER SHEET

Return Address:

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

Document Title: EASEMENT AGREEMENT

Reference Numbers:

Grantor: Timberlane Homes Association Inc.

Grantee: City of Covington

Legal Description: PTN of NW ¼, SE ¼, Sec. 30, T 22 N, R 6 E, W.M.

See page 2 of attached document

Property Tax Account Numbers: 865144TRCT

Storm Drainage Easement Agreement

THIS STORM DRAINAGE EASEMENT AGREEMENT (hereinafter "Agreement") is made this ____ day of _____, 2018, by and between the City of Covington, a municipal corporation of King County, Washington, hereinafter termed "Grantee", and Timberlane Homes Association Inc., a Washington nonprofit corporation, hereinafter termed "Grantor".

WITNESSETH;

Grantor for valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant unto the Grantee a perpetual, non-exclusive easement, subject to Grantee's compliance with the terms, provisions and conditions of this Agreement, for the installation, repair, maintenance, and reconstruction of storm drainage facilities and all appurtenances related thereto, through, over and across a portion of the following described real property:

Tract 'P' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington.

The portion of the above-described property subject to this Storm Drainage Easement Agreement is hereinafter referred to as the "Easement Area," and is described in Exhibits "A" and "B" hereto, Exhibit B hereto depicts the storm drainage conveyance route, which is included within the Easement Area. All exhibits hereto are incorporated fully herein by reference.

Grantee and its agents, designees or assigns shall have the right, subject to the terms, conditions, and provisions of this Agreement, without prior institution of any suit or proceeding at law and without prior notice to Grantor, at such time as Grantee deems necessary, to enter upon the Easement Area, by foot or vehicle, for the installation, repair, reconstruction or maintenance of storm drainage facilities and appurtenances accomplished in a manner that vegetation, landscaping, and existing private improvements shall not be disturbed or destroyed or in the event that they are disturbed or destroyed, they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the Easement Area was entered upon by the Grantee, at Grantee's sole cost and expense and within a reasonable period of time.

Grantor hereby agrees that, after the date of this Agreement, it will not place, erect, or plant any new building, wall, fence, rockery, trees or structure of any kind, nor shall it cause any fill material be placed within the boundaries of the Easement Area,

except with the written approval of Grantor, which shall not be unreasonably withheld, or as may be required by law. No excavation shall be made within the Easement Area, and no action shall be taken that causes the surface level of the ground within the Easement Area to exceed its current elevation. In the event that this provision is violated, Grantee shall have the right to require removal of any such structure and the same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantee accepts the Easement Area "AS IS," without the need for modification and without any warranties or representations by Grantor.

Grantee shall comply with all applicable local, state, or federal laws, statutes, rules and/or regulations ("Laws") and shall obtain, at its own costs and expense, all local, state, and/or federal approvals, licenses, permits, and/or certificates required for the exercise of Grantee's rights under this Agreement ("Permits"). Grantee acknowledges and agrees that it is the Grantee's sole responsibility to determine which, if any, Laws and/or Permits may apply to the Grantee's exercise of its rights under this Agreement, and that Grantor undertakes no responsibility or liability to the Grantee in connection with such determination.

Grantee is responsible for the conduct and safety of all Grantee's employees, contractors, subcontractors, volunteers, representatives, and agents (collectively "Agents") with respect to the exercise of Grantee's rights under this Agreement or use of the Easement Area, and Grantee is further responsible for ensuring compliance by its Agents with this Agreement. Any violation of this Agreement by Agents shall be deemed a violation by Grantee.

At all times while Grantee is using the Easement Area and upon completion of work on the Easement Area, Grantee shall be responsible for maintaining and/or leaving the Easement Area in a reasonably neat and clean condition, free of trash, garbage or miscellaneous construction debris.

Grantee covenants and agrees to make reasonable attempts to minimize the noise and disruption to neighboring lot owners and the Timberlane Homes HOA community and to comply with the noise control provisions in Covington Municipal Code Chapter 8.20.

Grantee shall provide Evidence of Coverage from its self-insured risk pool, evidencing general liability coverage for the liabilities arising out of the exercise of its rights under this Agreement and use of the Easement Area. By requiring such liability

coverage, Grantor shall not have been deemed to, or construed to, have assessed the risks that may be applicable to the Grantee in this Agreement. Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

To the maximum extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Grantor and all of its officers, board members, employees, volunteers, principals, attorneys, 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 the Grantor and/or Agents in use of the Easement Area pursuant to this Agreement, except for injuries and damages caused by the sole negligence of Grantor. In the event of any such claims, demands, suits, actions, and lawsuits, the Grantee shall assume all costs of defense thereof, including administrative and legal fees incurred by Grantor, and of all resulting judgments that may be obtained against Grantor or any of its officers, board members, principals, attorneys, agents, employees, or volunteers. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and Grantor, its officers, board members, employees, principals, attorneys, volunteers and agents, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. The parties have mutually negotiated this waiver. 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 the expiration or termination of this Agreement.

This Agreement shall be governed by the laws of the State of Washington (excluding conflict of law provisions), and the venue for any cause of action arising out of this Agreement shall be King County, Washington. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

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.

This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both Parties. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

Each individual executing this Agreement on behalf of the Grantee and Grantor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Grantor or the Grantee. This Agreement may be executed in one or more counterparts and as executed shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

Grantor retains the right, for itself, its board members, agents, volunteers, and members, to use the Easement Area as authorized by law and the Grantor's Governing Documents, so long as such use does not unreasonably interfere with or impede Grantee's rights under this Agreement.

This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and apply to the benefit of the parties hereto and their respective successors and assigns.

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

GRANTOR

GRANTEE

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

ACKNOWLEDGMENT – GRANTEE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___th day of _____ 2018, before me appeared _____, to me known to be the City Manager for the City of Covington, and acknowledged 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 she was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Printed Name:
Residing at:
Commission expires:

ACKNOWLEDGMENT – GRANTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___th day of _____ 2018, before me appeared _____, to me known to be the President for TIMBERLANE HOMES ASSOCIATION, a Washington nonprofit corporation, and acknowledged 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 she was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Printed Name:
Residing at:
Commission expires:

EXHIBIT 'A'

**Owner: Timberlane Homes Association Inc.
Parcel No. 865144TRCT
Drainage Easement's**

That portion of Tract 'B' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington, lying within the Northwest Quarter of the Southeast Quarter of Section 30, Township 22 North, Range 6 East, W.M.; more particularly described as follows:

BEGINNING at the Southerly most corner of Lot 291 of said plat;
THENCE North 45°39'15" East along the Southeasterly line of said lot a distance of 40.00 feet;
THENCE South 44°20'45" East a distance of 45.00 feet to a point on the Northeasterly projection of the Northwesterly line of Lot 290 of said plat.
THENCE South 45°39'15" West along said projection and Northeasterly line a distance of 96.00 feet to a point on the Northeasterly line of the 9 foot Public Utility Easement as shown on said plat;
THENCE North 44°20'45" West along said line a distance of 95.00 feet;
THENCE South 45°39'15" West a distance of 9.00 feet to a point on the Southwesterly line of said Tract 'B';
THENCE North 44°20'45" West along said Southwesterly line a distance of 20.00 feet;
THENCE North 45°39'15" East a distance of 65.00 feet to a point on the Southwesterly line of the aforesaid Lot 291;
THENCE South 44°20'45" East along said Southwesterly line a distance of 70.00 feet to the POINT OF BEGINNING.

Contains: 8,420 Square Feet, more or less.

Drainage Easement No. 3

That portion of Tract 'D' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington, lying within the Northwest Quarter of the Southeast Quarter of Section 30, Township 22 North, Range 6 East, W.M.; more particularly described as follows:

COMMENCING at the Southerly most corner of Lot 222 of said plat;
THENCE South 45°39'15" West along the Southwesterly projection of the Southeasterly line of said Lot 222 a distance of 10.00 feet;
THENCE South 44°20'45" East a distance of 40.00 feet to a point on a line parallel with and 40.00 feet Southeasterly, measured at right angles from said Southeasterly line, said point being the POINT OF BEGINNING;
THENCE North 45°39'15" East along said parallel line a distance of 185.00 feet;
THENCE South 44°20'45" East a distance of 58.14 feet to a point on the Northwesterly line of a 20 foot wide drainage easement as shown on said plat;
THENCE Southwesterly along the Northwesterly line of said drainage easement the following three (3) courses:
South 46°46'39" West a distance of 159.48 feet;
South 50°50'55" West a distance of 110.40 feet;
South 47°20'55" West a distance of 90.64 feet;
THENCE North 44°20'45" West a distance of 12.33 feet to a point on a line parallel with and 70.00 feet Southeasterly, measured at right angles from the Southeasterly line of Lot 214 of said Plat;
THENCE North 45°39'15" East along said parallel line a distance of 75.90 feet;

THENCE North 28°48'45" East a distance of 103.55 feet to the POINT OF BEGINNING.
Contains: 14,713 Square Feet, more or less.

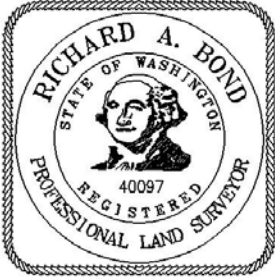
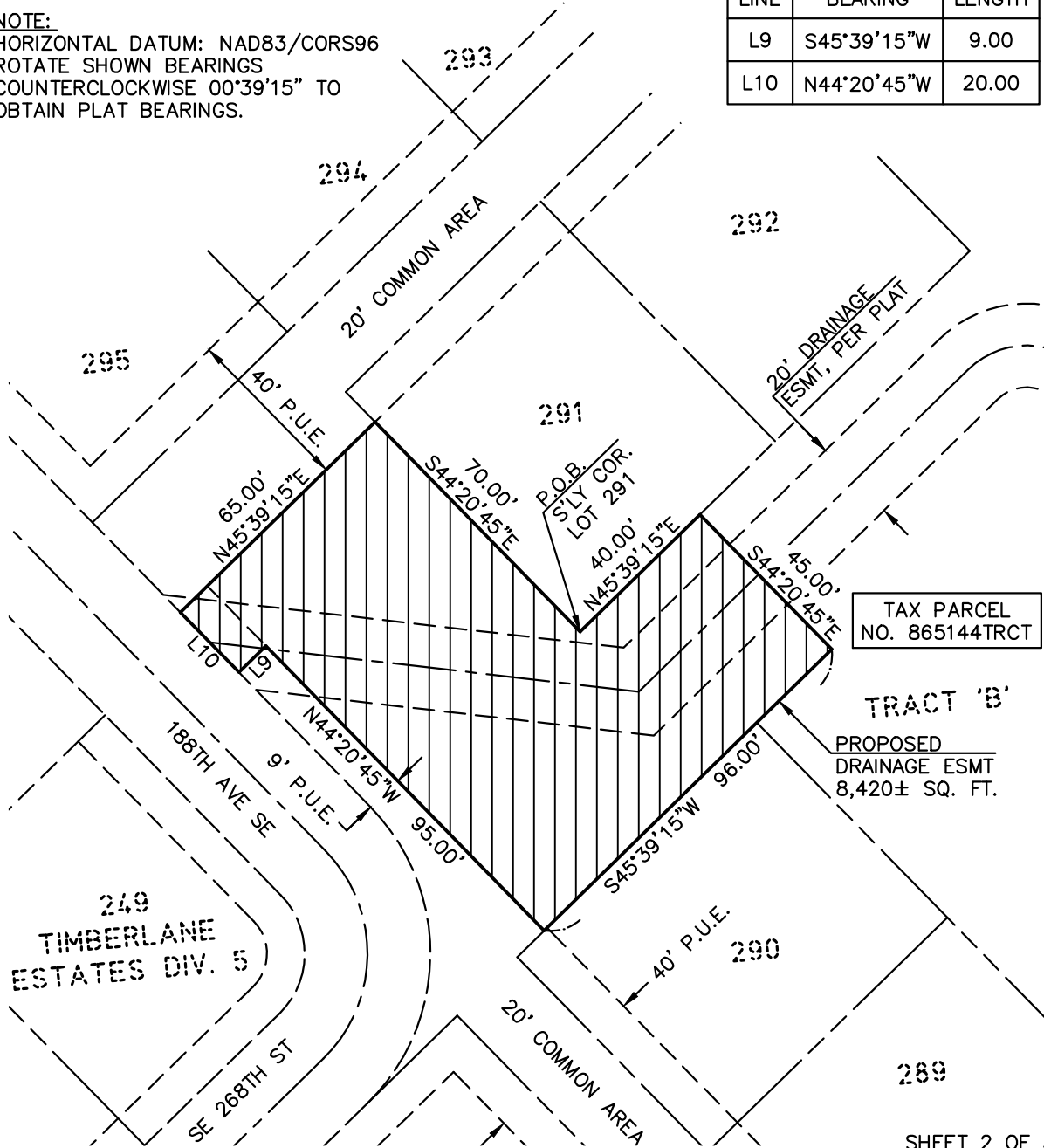


EXHIBIT 'B'

NOTE:
 HORIZONTAL DATUM: NAD83/CORS96
 ROTATE SHOWN BEARINGS
 COUNTERCLOCKWISE 00°39'15" TO
 OBTAIN PLAT BEARINGS.

LINE TABLE		
LINE	BEARING	LENGTH
L9	S45°39'15"W	9.00
L10	N44°20'45"W	20.00

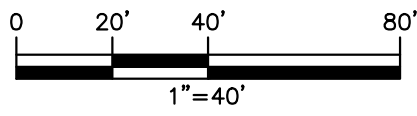


TAX PARCEL
 NO. 865144TRCT

TRACT 'B'

PROPOSED
 DRAINAGE ESMT
 8,420± SQ. FT.

249
 TIMBERLANE
 ESTATES DIV. 5



CITY OF COVINGTON
 TIMBERLANE JENKINS PARK
 STORMWATER RETROFIT PROJECT
 TAX PARCEL NO. 865144TRCT
 DRAINAGE EASEMENT NO. 2
 EXHIBIT 'B'

SHEET 2 OF 3

COVER SHEET

Return Address:

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

Document Title: EASEMENT AGREEMENT

Reference Numbers:

Grantor: Timberlane Homes Association Inc.

Grantee: City of Covington

Legal Description: PTN of NW ¼, SE ¼, Sec. 30, T 22 N, R 6 E, W.M.

See page 2 of attached document

Property Tax Account Numbers: 865144TRCT

Storm Drainage Easement Agreement

THIS STORM DRAINAGE EASEMENT AGREEMENT (hereinafter "Agreement") is made this ____ day of _____, 2018, by and between the City of Covington, a municipal corporation of King County, Washington, hereinafter termed "Grantee", and Timberlane Homes Association Inc., a Washington nonprofit corporation, hereinafter termed "Grantor".

WITNESSETH;

Grantor for valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant unto the Grantee a perpetual, non-exclusive easement, subject to Grantee's compliance with the terms, provisions and conditions of this Agreement, for the installation, repair, maintenance, and reconstruction of storm drainage facilities and all appurtenances related thereto, through, over and across a portion of the following described real property:

Tract 'P' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington.

The portion of the above-described property subject to this Storm Drainage Easement Agreement is hereinafter referred to as the "Easement Area," and is described in Exhibits "A" and "B" hereto, Exhibit B hereto depicts the storm drainage conveyance route, which is included within the Easement Area. All exhibits hereto are incorporated fully herein by reference.

Grantee and its agents, designees or assigns shall have the right, subject to the terms, conditions, and provisions of this Agreement, without prior institution of any suit or proceeding at law and without prior notice to Grantor, at such time as Grantee deems necessary, to enter upon the Easement Area, by foot or vehicle, for the installation, repair, reconstruction or maintenance of storm drainage facilities and appurtenances accomplished in a manner that vegetation, landscaping, and existing private improvements shall not be disturbed or destroyed or in the event that they are disturbed or destroyed, they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the Easement Area was entered upon by the Grantee, at Grantee's sole cost and expense and within a reasonable period of time.

Grantor hereby agrees that, after the date of this Agreement, it will not place, erect, or plant any new building, wall, fence, rockery, trees or structure of any kind, nor shall it cause any fill material be placed within the boundaries of the Easement Area,

except with the written approval of Grantor, which shall not be unreasonably withheld, or as may be required by law. No excavation shall be made within the Easement Area, and no action shall be taken that causes the surface level of the ground within the Easement Area to exceed its current elevation. In the event that this provision is violated, Grantee shall have the right to require removal of any such structure and the same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantee accepts the Easement Area "AS IS," without the need for modification and without any warranties or representations by Grantor.

Grantee shall comply with all applicable local, state, or federal laws, statutes, rules and/or regulations ("Laws") and shall obtain, at its own costs and expense, all local, state, and/or federal approvals, licenses, permits, and/or certificates required for the exercise of Grantee's rights under this Agreement ("Permits"). Grantee acknowledges and agrees that it is the Grantee's sole responsibility to determine which, if any, Laws and/or Permits may apply to the Grantee's exercise of its rights under this Agreement, and that Grantor undertakes no responsibility or liability to the Grantee in connection with such determination.

Grantee is responsible for the conduct and safety of all Grantee's employees, contractors, subcontractors, volunteers, representatives, and agents (collectively "Agents") with respect to the exercise of Grantee's rights under this Agreement or use of the Easement Area, and Grantee is further responsible for ensuring compliance by its Agents with this Agreement. Any violation of this Agreement by Agents shall be deemed a violation by Grantee.

At all times while Grantee is using the Easement Area and upon completion of work on the Easement Area, Grantee shall be responsible for maintaining and/or leaving the Easement Area in a reasonably neat and clean condition, free of trash, garbage or miscellaneous construction debris.

Grantee covenants and agrees to make reasonable attempts to minimize the noise and disruption to neighboring lot owners and the Timberlane Homes HOA community and to comply with the noise control provisions in Covington Municipal Code Chapter 8.20.

Grantee shall provide Evidence of Coverage from its self-insured risk pool, evidencing general liability coverage for the liabilities arising out of the exercise of its rights under this Agreement and use of the Easement Area. By requiring such liability

coverage, Grantor shall not have been deemed to, or construed to, have assessed the risks that may be applicable to the Grantee in this Agreement. Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

To the maximum extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Grantor and all of its officers, board members, employees, volunteers, principals, attorneys, 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 the Grantor and/or Agents in use of the Easement Area pursuant to this Agreement, except for injuries and damages caused by the sole negligence of Grantor. In the event of any such claims, demands, suits, actions, and lawsuits, the Grantee shall assume all costs of defense thereof, including administrative and legal fees incurred by Grantor, and of all resulting judgments that may be obtained against Grantor or any of its officers, board members, principals, attorneys, agents, employees, or volunteers. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and Grantor, its officers, board members, employees, principals, attorneys, volunteers and agents, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. The parties have mutually negotiated this waiver. 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 the expiration or termination of this Agreement.

This Agreement shall be governed by the laws of the State of Washington (excluding conflict of law provisions), and the venue for any cause of action arising out of this Agreement shall be King County, Washington. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

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.

This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both Parties. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

Each individual executing this Agreement on behalf of the Grantee and Grantor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Grantor or the Grantee. This Agreement may be executed in one or more counterparts and as executed shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

Grantor retains the right, for itself, its board members, agents, volunteers, and members, to use the Easement Area as authorized by law and the Grantor's Governing Documents, so long as such use does not unreasonably interfere with or impede Grantee's rights under this Agreement.

This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and apply to the benefit of the parties hereto and their respective successors and assigns.

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

GRANTOR

GRANTEE

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

ACKNOWLEDGMENT – GRANTEE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___th day of _____ 2018, before me appeared _____, to me known to be the City Manager for the City of Covington, and acknowledged 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 she was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Printed Name:
Residing at:
Commission expires:

ACKNOWLEDGMENT – GRANTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___th day of _____ 2018, before me appeared _____, to me known to be the President for TIMBERLANE HOMES ASSOCIATION, a Washington nonprofit corporation, and acknowledged 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 she was authorized to execute said instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Printed Name:
Residing at:
Commission expires:

EXHIBIT 'A'

**Owner: Timberlane Homes Association Inc.
Parcel No. 865144TRCT
Drainage Easement's**

That portion of Tract 'D' TIMBERLANE ESTATES DIV. NO. 5, according to the plat thereof recorded in Volume 92 of Plats, Pages 3 through 6, in King County, Washington, lying within the Northwest Quarter of the Southeast Quarter of Section 30, Township 22 North, Range 6 East, W.M.; more particularly described as follows:

COMMENCING at the Southerly most corner of Lot 222 of said plat;
THENCE South 45°39'15" West along the Southwesterly projection of the Southeasterly line of said Lot 222 a distance of 10.00 feet;
THENCE South 44°20'45" East a distance of 40.00 feet to a point on a line parallel with and 40.00 feet Southeasterly, measured at right angles from said Southeasterly line, said point being the POINT OF BEGINNING;
THENCE North 45°39'15" East along said parallel line a distance of 185.00 feet;
THENCE South 44°20'45" East a distance of 58.14 feet to a point on the Northwesterly line of a 20 foot wide drainage easement as shown on said plat;
THENCE Southwesterly along the Northwester line of said drainage easement the following three (3) courses:
South 46°46'39" West a distance of 159.48 feet;
South 50°50'55" West a distance of 110.40 feet;
South 47°20'55" West a distance of 90.64 feet;
THENCE North 44°20'45" West a distance of 12.33 feet to a point on a line parallel with and 70.00 feet Southeasterly, measured at right angles from the Southeasterly line of Lot 214 of said Plat;
THENCE North 45°39'15" East along said parallel line a distance of 75.90 feet;
THENCE North 28°48'45" East a distance of 103.55 feet to the POINT OF BEGINNING.
Contains: 14,713 Square Feet, more or less.

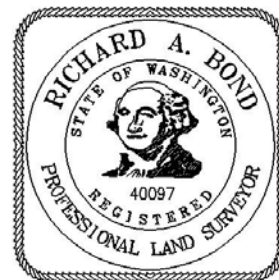
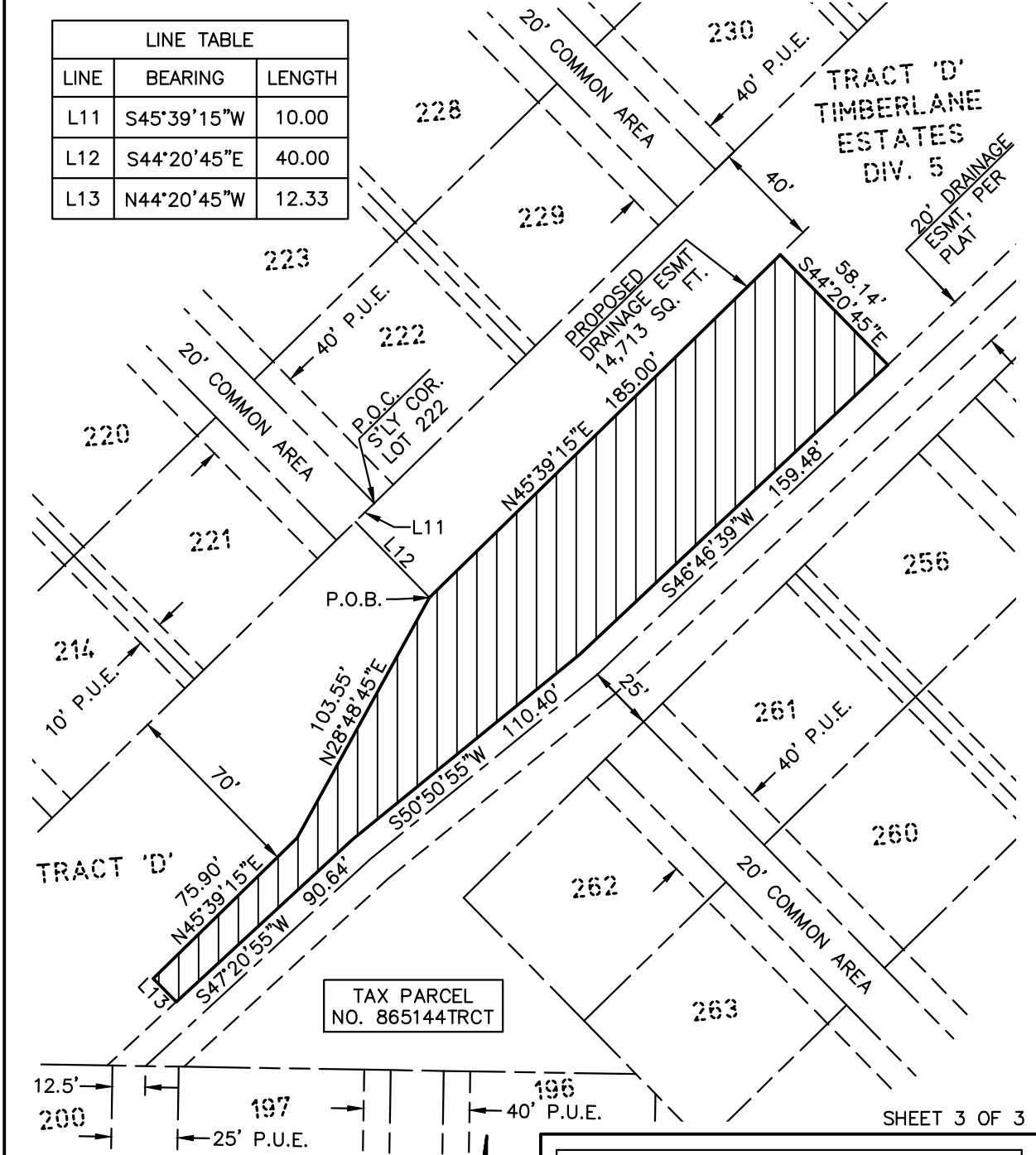


EXHIBIT 'B'

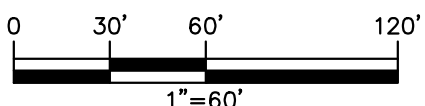
LINE TABLE		
LINE	BEARING	LENGTH
L11	S45°39'15"W	10.00
L12	S44°20'45"E	40.00
L13	N44°20'45"W	12.33



TAX PARCEL
NO. 865144TRCT

SHEET 3 OF 3

NOTE:
HORIZONTAL DATUM: NAD83/CORS96
ROTATE SHOWN BEARINGS
COUNTERCLOCKWISE 00°39'15" TO
OBTAIN PLAT BEARINGS.



CITY OF COVINGTON
TIMBERLANE JENKINS PARK
STORMWATER RETROFIT PROJECT
TAX PARCEL NO. 865144TRCT
DRAINAGE EASEMENT NO. 3
EXHIBIT 'B'

Agenda Item 1

Covington City Council Meeting

Date: March 27, 2018

SUBJECT: PUBLIC HEARING TO RECEIVE PUBLIC TESTIMONY AND CONSIDER ADOPTION OF RESOLUTION STATING THE CITY COUNCIL’S SUPPORT OF PUGET SOUND REGIONAL FIRE AUTHORITY PROPOSITION 1 ON THE APRIL 24, 2018 SPECIAL ELECTION BALLOT.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

- 1. Proposed Resolution
- 2. Puget Sound Regional Fire Authority Fact Sheet

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:

Attached for Council consideration is a proposed resolution in support of the Puget Sound Regional Fire Authority’s Proposition No. 1, which is on the April 24, 2018, special election ballot.

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: ___Ordinance X Resolution ___Motion ___Other

Councilmember _____ moves, Councilmember _____ seconds, to adopt a resolution stating the City Council’s support of the Puget Sound Regional Fire Authority’s Proposition 1 on the April 24, 2018, special election ballot, in substantial form as that presented.

REVIEWED BY: City Manager; City Attorney.

ATTACHMENT 1

RESOLUTION 2018-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, STATING THE CITY COUNCIL’S SUPPORT OF PUGET SOUND REGIONAL FIRE AUTHORITY PROPOSITION 1 ON THE APRIL 24, 2018, SPECIAL ELECTION BALLOT

WHEREAS, the City of Covington is located entirely within the Puget Sound Regional Fire Authority (“RFA”); and

WHEREAS, the RFA provides fire and emergency medical services for the protection of the health and life of the residents of Puget Sound Fire; and

WHEREAS, the RFA previously levied its regular property tax at the rate of \$1.00 per thousand of assessed valuation of taxable property; and

WHEREAS, RFA Proposition No. 1 restores its regular property tax levy limit to \$1.00;

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

Section 1. The City Council, after receiving public comment during a public hearing held on March 27, 2018 hereby supports Puget Sound Regional Fire Authority Proposition No. 1, as placed on the April 24, 2018, King County Special Election Ballot.

Section 2. The City Council hereby urges citizens to vote yes on Puget Sound Regional Fire Authority Proposition No. 1 on the April 24, 2018, King County Special Election Ballot.

PASSED in open and regular session on this 27th day of March 2018.

ATTESTED:

MAYOR JEFF WAGNER

SHARON SCOTT, CITY CLERK

APPROVED AS TO FORM:

KATHY HARDY, CITY ATTORNEY

Puget Sound Regional Fire Authority

Proposition No. 1

Proposal to restore its regular property tax levy to a rate of \$1.00 per \$1,000 of assessed value to be assessed in 2018 and collected in 2019.

Your Puget Sound Regional Fire Authority will have an April election to restore the tax levy limit to \$1.00 effective January 1, 2019 for tax collections in April of 2019. This measure proposes to continue the tax portion of the two-part funding system that included a benefit charge.

The Special Election on April 24, 2018, will include Proposition No. 1 for the Puget Sound Regional Fire Authority. The ballot measure will ask voters the following question:

Puget Sound Regional Fire Authority Proposition No. 1

The Board of Puget Sound Regional Fire Authority adopted Resolution No. 132 concerning a proposition to maintain and adequately fund Puget Sound Fire operations.

This proposition authorizes Puget Sound Fire to restore its regular property tax levy to a rate of \$1.00 per \$1,000 of assessed value to be assessed in 2018 and collected in 2019. The funds will maintain and improve fire protection and emergency medical services, maintain staffing, replace apparatus, equipment and facilities and provide for firefighter safety. The maximum allowable levy in 2018 shall serve as the base for subsequent levy limitations as provided by chapter 84.55 RCW.

Should this proposition be:

Approved

Rejected

In 2010, the passage of a ballot measure created your Regional Fire Authority and a two-part funding system including the property tax in combination with a benefit charge. Under State Law, regional fire authorities which collect benefit charges under Chapter 52.26 of the Revised Code of Washington (RCW) have reduced taxing authority. Benefit charges can constitute no more than 60% of the annual operating budget, and a fire authority's maximum property tax rate is reduced from \$1.50 to \$1.00 per \$1,000 of assessed valuation.

The benefit charge is a service fee based on the square footage of your structure and the amount of resources needed to extinguish a fire. The benefit charge is currently 54.5% of the overall operating budget. Due to voter approved limits, property tax collections cannot exceed a 1% increase per year.

Because of this limitation, the effective property tax rate across the fire authority has decreased to \$0.77 per \$1,000 of assessed value. The benefit charge portion of our funding has gradually increased to offset the slower growth in property tax collections and operational needs of our growing community. If this measure is approved, it would restore the \$1.00 per thousand property tax and decrease reliance on the benefit charge. With the restoration of the property tax to \$1.00 per thousand the department will be able to lower and recalculate the benefit charge and apply that reduction to all parcels in the fire authority based on size and use.

The combination of the benefit charge and property tax constitute 82% of the budget for the operation of your fire department. The remaining 18% comes from grants, outside contracts and the Medic-One levy.

This is a rebalancing of the two-part funding system so that the department can continue to maintain and improve fire protection, prevention, emergency medical services and the protection of life and property in the Puget Sound Fire response area. If you have any questions regarding this Proposition No. 1, please contact Battalion Chief Greg Markley at 253-856-4408.

**We encourage you to vote and weigh in
on this important issue.**

SUBJECT: DISCUSS SELECTION OF NEW STREET POLE BANNER DESIGN

RECOMMENDED BY: Karla Slate, Communications and Marketing Manager

ATTACHMENT(S):

1. To be presented at the meeting.

PREPARED BY: Karla Slate, Communications and Marketing Manager

EXPLANATION:

The City applied for and was awarded an Economic Development Grant from the Port of Seattle to implement a new street pole banner program in Covington. The purpose of the program is to help improve the aesthetics of our downtown area, provide markers to identify the geography of Covington's downtown area and further disseminate our graphic identity and brand.

The City hired DEI Creative, a design firm, to explore and develop design options for these new street pole banners. Approximately 100 banners will be installed throughout the downtown area including on Kent Kangley, 180th Ave, Wax Road, SE 270th Place, 169th Place SE, SE 271st Street, and 168th Place SE.

ALTERNATIVES:

- A. Reject all designs and prepare new options.

FISCAL IMPACT:

Rejecting the designs and having the designer prepare new options will results in a new design fee of \$140 per hour.

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

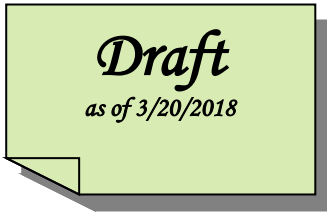
Discussion only.

DISCUSSION OF FUTURE AGENDA TOPICS:

**6:00 p.m. Tuesday, April 10, 2018 Special Meeting
Interviews for Commissions**

7:00 Tuesday, April 10, 2018 Regular Meeting

(Draft Agenda Attached)



CITY OF COVINGTON
CITY COUNCIL SPECIAL MEETING AGENDA – 6:00 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.
www.covingtonwa.gov

Tuesday, April 10, 2018
7:00 p.m.

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

Council will interview commission applicants beginning at 6:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- End of Session Report by Lobbyist Briahna Taylor

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

APPROVE CONSENT AGENDA

- C-1. Minutes: March 27, 2018 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Authorize City Manager to Sign Chick-Fil-A Statutory Warranty Deed to Dedicate a Portion of 270th Street (Hart)

NEW BUSINESS

1. Consider Appointment to Planning Commission (Council)
2. Consider Appointment to Human Services Commission (Council)
3. Consider Appointment to Covington Economic Development Council (Council)
4. 2018 First Quarter Financial Report (Hendrickson)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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