



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

Tuesday, January 22, 2013
7:00 p.m.

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

Council will interview Parks & Recreation Commission applicants beginning at 5:30 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Annual Update - King County Councilmember Reagan Dunn – 15 minutes
- Presentation on Solid Waste Interlocal Agreement – Diane Yates and Kevin Kiernan, King County Solid Waste Division –15 minutes
- Human Services Sales Tax Update – Mike Heinisch, Kent Youth & Family Services – 15 minutes

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

APPROVE CONSENT AGENDA

- C-1. Minutes: January 8, 2013 Joint Study Session with Planning Commission and January 8, 2013 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: January 10 meeting; December meeting canceled.
- Arts Chair Sandy Bisordi: December 13, January 5 (special), and January 10 meetings.
- Parks & Recreation Chair Steven Pand: December 12 and January 16 meetings.
- Planning Chair Daniel Key: January 17 meeting; Dec. and Jan. 3 meetings canceled.
- Economic Development Council Co-Chair Jeff Wagner: December 13 special meeting.

NEW BUSINESS

1. Consider Appointments to Parks & Recreation Commission (Council)
2. Discuss Preliminary Solid Waste Contract with Republic Services (Akramoff)
3. Approve Agreement for Storm Sewer Cleaning (Akramoff)
4. Report from Budget Priorities and Advisory Committee (Hendrickson)

5. Provide Staff Direction on King County Solid Waste Interlocal Agreement (Akramoff)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: January 22, 2013

SUBJECT: APPROVAL OF MINUTES: JANUARY 8, 2013 CITY COUNCIL JOINT STUDY SESSION WITH PLANNING COMMISSION MINUTES AND JANUARY 8, 2013 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 January 8, 2013 City Council Joint Study Session with Planning Commission Minutes and the January 8, 2013 City Council Regular Meeting Minutes.

City of Covington
City Council Special Joint Study Session with Planning Commission Minutes
Tuesday, January 8, 2013

(This meeting was recorded and will be retained for a period of six years from the date of the meeting).

The Special Joint Study Session with the Planning Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, January 8, 2013, at 6:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza, David Lucavish (arrived @ 6:17 p.m.), Marlla Mhoon, Jim Scott, and Wayne Snoey.

COUNCILMEMBERS ABSENT:

Jeff Wagner.

PLANNING COMMISSIONERS PRESENT:

Bill Judd, Daniel Key, Ed Holmes, Paul Max, Sean Smith, and Alex White.

PLANNING COMMISSIONERS ABSENT:

Sonia Foss.

STAFF PRESENT:

Derek Matheson, City Manager; Noreen Beaufrere, Personnel Manager; Richard Hart, Community Development Director; Salina Lyons, Senior Planner; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the study session to order.

ITEMS FOR DISCUSSION:

1. Planning Commission 2013 Work Plan.

Community Development Director Richard Hart introduced this item, and Planning Commission Chair Daniel Key continued the report.

Council and Planning Commission discussed the ten work plan tasks for 2013 which included: 1) Comprehensive Plan and Development Regulation Amendment Docket; 2) Northern Gateway Study Phase II, subarea plan preparation and public participation process; 3) Shoreline Development Regulation codification in CMC with standards and permit process; 4) sign code changes for civic, government and non-profit signs; 5) medical marijuana, collective gardens and dispensary moratorium extension code changes; 6) preliminary work on GMA required 2014 Comprehensive Plan Update; 7) SEPA threshold changes--increasing the number of lots in a preliminary plat; 8) clearing and grading ordinance changes; 9) revision of definitions section in

Unapproved Draft – January 8, 2013 Special Joint Study Session with Planning Commission
Submitted for Approval: January 22, 2013

Zoning Code--Titles 14 and 18; and 10) fire impact fee changes working with Kent Regional Fire Authority.

Mayor Harto expressed appreciation for the years of dedicated volunteering by Daniel Key who will soon be leaving the commission.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:42 p.m.

Prepared by:

Submitted by:

Senior Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, January 8, 2013**

(This meeting was recorded and will be retained for a period of six years from the date of the meeting).

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, January 8, 2013, at 7:04 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza, David Lucavish, Marlla Mhoon, Jim Scott, and Wayne Snoey.

COUNCILMEMBERS ABSENT:

Jeff Wagner.

Council Action: Councilmember Lucavish moved and Councilmember Snoey seconded to excuse Councilmember Wagner who had a sick child. Vote: 6-0. Motion carried.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Karla Slate, Community Relations Coordinator; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PUBLIC COMMUCATION:

Personnel Manager Noreen Beaufriere and City Manager Derek Matheson announced the 2012 Employee Pride Award recipients:

- Consistently High Performer: Salina Lyons;
- Best Teamwork: Pat Patterson;
- Best Role Model: Noreen Beaufriere;
- Most Notable Innovator: Ross Junkin;
- Biggest Savings to City Resources: John Gaudette;
- Most Involved in Local and Regional Issues: Victoria Throm.

Public Works Director Glenn Akramoff announced a special category called the Management Team's Pick: Derek Matheson.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Colin Lund, Oakpointe Holdings, spoke regarding New Business Item No. 2 on the agenda regarding the contracts with Oakpointe and Stalzer and stated that he had hoped to have a 24-month payment schedule but thought he would be fine with the 18 months that was proposed. Mr. Lund also stated he would appreciate the interest rate being the same as the City's receives and summarized his understanding of the scope of work for this process.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: December 11, 2012 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #28641—28710, in the Amount of \$103,329.93, Dated December 11, 2012; Vouchers #28711-28765, in the Amount of \$1,165,057.76, Dated December 26, 2012; Paylocity Payroll Checks #1000929794-1000929807 and Paylocity Payroll Checks #1000929815-1000929816 Inclusive, Plus Employee Direct Deposits in the Amount of \$144,162.88, Dated December 21, 2012; and Paylocity Payroll Checks #1000959046-1000959058 and Paylocity Payroll Checks #1000959127-1000959127 Inclusive, Plus Employee Direct Deposits in the Amount of \$137,880.02, Dated January 4, 2013.

C-3. Approve Consultant Agreement for Hazard Mitigation Plan.

C-4. Appointments of 2013 Primary and Alternate Representatives to the following:

- South County Area Transportation Board (SCATBd): Wayne Snoey (Member) and Don Vondran (Alternate) ;
- Sound Cities Association's Public Issues Committee (PIC): Marlla Mhoon (Member), Margaret Harto (Alternate A), and Jeff Wagner (Alternate B);
- Metropolitan Solid Waste Advisory Committee (MSWAC): Glenn Akramoff (Member) and Jim Scott (Alternate) ;
- Waste Resource Inventory Area 9 Forum (WRIA 9): Marlla Mhoon (Member) and Glenn Akramoff (Alternate) ;
- Kent Regional Fire Authority (RFA): Margaret Harto (Member);
- Southeast Area Transportation Solutions (SEATS): Wayne Snoey (Member) and Jim Scott (Alternate).

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

PUBLIC HEARING:

1. Receive Public Testimony and Consider Ordinance Extending a Medical Marijuana Moratorium.

Community Development Director Richard Hart gave the staff report on this item.

Mayor Harto called for public comments for the public hearing.

There being no comments, Mayor Harto closed the public comment period for the public hearing.

ORDINANCE NO. 01-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING ORDINANCE NO. 12-12 TO EXTEND THE MORATORIUM ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MEDICAL MARIJUANA DISPENSARIES, PRODUCTION FACILITIES, PROCESSING FACILITIES, COLLECTIVE GARDENS, AND RELATED BUSINESSES WITHIN THE CITY OF COVINGTON FOR AN ADDITIONAL SIX MONTHS; PROVIDING FOR A PUBLIC HEARING ON THE MORATORIUM EXTENSION; ADOPTING FINDINGS OF FACT SUPPORTING THE MORATORIUM ADOPTED BY ORDINANCE NO's. 08-11 and 12-12; AND PROVIDING FOR SEVERABILITY.

Council Action: Councilmember Lanza moved and Councilmember Snoey seconded to adopt Ordinance No. 01-13 providing for a six-month extension to the existing moratorium on medical marijuana collective gardens, production and processing facilities, dispensaries, and related businesses. Vote: 6-0. Motion carried.

NEW BUSINESS:

2. Approve Contracts with Stalzer & Associates and Oakpointe Holdings, LLC for Northern Gateway Phase II.

Community Development Director Richard Hart gave the staff report on this item.

Councilmembers provided comments and asked questions, and Mr. Hart and City Attorney Sara Springer provided responses.

Council Action: Councilmember Snoey moved and Councilmember Lanza seconded to authorize the City Manager to execute a professional services agreement in the substantial form as included in the agenda packet in the amount of \$315,903 between the City of Covington and Stalzer & Associates to prepare Phase II of the Northern Gateway Study and Analysis for the South Subarea involving the Hawk Property Gravel Extraction Site. Vote: 6-0. Motion carried.

Council Action: Councilmember Scott moved and Councilmember Snoey seconded to authorize the City Manager to execute an agreement in the substantial form as included in the agenda packet between the City of Covington and Oakpointe Holdings, LLC, totaling \$309,219 as payment for Phase II of the Northern Gateway Study and Analysis for the South Subarea involving the Hawk Property Gravel Extraction Site. Vote: 6-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Elizabeth O’Rear, Kent-Kangley & 144th, indicated she had heard Council was going to discuss I-502 – marijuana reform, and she was attending the meeting to hear what Council had to say on the subject.

Mayor Harto informed Ms. O’Rear that the medical marijuana moratorium had been extended for another six months.

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

EXECUTIVE SESSION:

Potential Litigation (RCW 42.30.110(1)(i) from 8:15 to 8:45 p.m.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:45 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: January 22, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #28766—28838, in the Amount of \$318,593.46, Dated January 9, 2013; and Paylocity Payroll Checks #1000989879-1000989894 and Paylocity Payroll Checks #1000990029-1000990029 Inclusive, Plus Employee Direct Deposits in the Amount of \$151,933.99, Dated January 18, 2013.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #28766—28838, in the Amount of \$318,593.46, Dated January 9, 2013; and Paylocity Payroll Checks #1000989879-1000989894 and Paylocity Payroll Checks #1000990029-1000990029 Inclusive, Plus Employee Direct Deposits in the Amount of \$151,933.99, Dated January 18, 2013.

January 9, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 28766 Through Check # 28838

In the Amount of \$318,593.46

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail By Check Date

User: scles
 Printed: 1/11/2013 - 9:35 AM



			Check Amount
Check No:	28766	Check Date: 01/09/2013	
Vendor:	2167	Advent Print Resources	
662925		City of Covington pens	750.25
			<hr/> 750.25
Check No:	28767	Check Date: 01/09/2013	
Vendor:	0463	Allied Waste Services	
0176-003616848		Maint shop; waste disposal, 12/1-12/31/12	113.83
0176-003616848		Maint shop; waste disposal, 12/1-12/31/12	227.67
0176-003616848		Maint shop; waste disposal, 12/1-12/31/12	227.66
0176-003617000		Aquatics; waste disposal, 12/1-12/31/12	246.76
			<hr/> 815.92
Check No:	28768	Check Date: 01/09/2013	
Vendor:	0955	American Red Cross	
10193790		Swim coach safety training	11.40
			<hr/> 11.40
Check No:	28769	Check Date: 01/09/2013	
Vendor:	2568	Aqua Rec's Swimmin' Hole & Fireside	
246283-1		Aquatics; looker room and pool repairs	1,402.03
			<hr/> 1,402.03
Check No:	28770	Check Date: 01/09/2013	
Vendor:	2033	Aquatic Specialty Services	
3524		Aquatics; truox service call/cleaning	179.20
			<hr/> 179.20
Check No:	28771	Check Date: 01/09/2013	
Vendor:	2223	ARC Imaging Resources	
966314		Plotter/scanner; maintenance, 12/21-12/31/12	27.47
966314		Plotter/scanner; maintenance, 12/21-12/31/12	27.47
966314		Plotter/scanner; maintenance, 12/21-12/31/12	13.73
966314		Plotter/scanner; maintenance, 1/1-1/21/13	131.09
			<hr/> 199.76
Check No:	28772	Check Date: 01/09/2013	
Vendor:	0852	ASCE	
0852-2013		Vondran; 2013 ASCE membership dues	153.00
0852-2013		Vondran; 2013 ASCE membership dues	102.00
			<hr/> 255.00
Check No:	28773	Check Date: 01/09/2013	
Vendor:	0077	Association of WA Cities	
12/20/2012		2013 AWC Drug and Alcohol Testing, membersh	487.00
12/21/2012		AWC 2013 membership fee	10,926.00

			11,413.00
Check No:	28774	Check Date: 01/09/2013	
Vendor:	2570	Darryl Ball	
REC000012		Refund; #B12-0174 overpayment	115.50
			115.50
Check No:	28775	Check Date: 01/09/2013	
Vendor:	0499	Bank of America	
0411-1		Aquatics; staff appreciation room deposit	97.41
0411-1		Aquatics; powered mixer	108.59
0411-1		Aquatics; coupler, cable, adapter	55.86
0411-1		Aquatics; inflator	195.47
0411-1		Aquatics; inflator, use tax	-15.48
0411-1		Aquatics; aluminum bulletin board	317.63
0411-1		Aquatics; aluminum bulletin board, use tax	-25.15
0411-1		Aquatics; resale items, swim diapers	75.79
0446-1		Hollydaze; lighting and batteries	83.46
0848-1		Hendrickson/Parker/Cles; PSFOA lunch meeting	75.00
0848-1		Wesley; APWA/PNWRM meetings, hotel	121.76
0848-1		2012 Uniform plumbing code book	73.85
0848-1		2012 Uniform plumbing code book, use tax	-5.85
0848-1		ICC book application	65.15
0848-1		2012 UPC loose-leaf books	151.49
4230-1		Hollydaze; supplies and decorations	40.31
4230-1		Computer cords/batteries	69.86
4230-1		DVD burner	119.34
4230-1		DVD burner, use tax	-9.45
4230-1		Hard drives, memory	237.58
4230-1		Hard drives, memory, use tax	-18.81
4230-1		Cable, memory	295.96
4230-1		Fire investigation book	98.77
4230-1		Fire investigation book, use tax	-7.82
4230-1		Life safety educator book	58.11
5059-1		Wellness retreat; breakfast and lunch	154.19
5059-1		Document covers	28.21
7620-1		Credit; wrong planner	-32.84
7620-1		Michaud/Scott; planners, storage case	156.56
7620-1		Matheson; chamber luncheon	20.00
7620-1		Promotional supplies for pet licenses	15.20
7620-1		Scott; 2013 WAPRO membership	25.00
9767-1		PermitTrax mobile inspections software	238.91
9767-1		IPad vehicle mount	77.95
9767-1		ICC book application	325.79
9767-1		Hart; APA conference registration	563.50
9767-1		Hart; APA conference registration	241.50
			4,072.80
Check No:	28776	Check Date: 01/09/2013	
Vendor:	2368	Best Parking Lot Cleaning Inc.	
120950		Street cleaning; December	4,257.12
			4,257.12
Check No:	28777	Check Date: 01/09/2013	
Vendor:	0637	Bill's Locksmith Service, Inc.	
105265		#3390/#3383; key service	126.94
			126.94

Check No:	28778	Check Date:	01/09/2013	
Vendor:	2471	Bitco Software, LLC		
473		PermitTrax; 2013 annual maintenance		7,927.80
				<hr/>
				7,927.80
Check No:	28779	Check Date:	01/09/2013	
Vendor:	2270	CenturyLink		
6317966698B-1		City hall; telephone, 12/13-12/31/12		28.05
6317966698B-1		City hall; telephone, 1/1-1/13/13		19.19
				<hr/>
				47.24
Check No:	28780	Check Date:	01/09/2013	
Vendor:	1091	Complete Office Solutions		
887619-0		Hagen; desk chair		462.64
				<hr/>
				462.64
Check No:	28781	Check Date:	01/09/2013	
Vendor:	0184	Cordi & Bejarano		
141		Public defender; 12/11-12/21/12		1,650.00
				<hr/>
				1,650.00
Check No:	28782	Check Date:	01/09/2013	
Vendor:	2487	Costco Wholesale Corporation		
2487-1		Traffic mitigation fee, payment 4		84,225.59
				<hr/>
				84,225.59
Check No:	28783	Check Date:	01/09/2013	
Vendor:	0108	Covington Chamber of Commerce		
174119		2013 Business membership		490.00
				<hr/>
				490.00
Check No:	28784	Check Date:	01/09/2013	
Vendor:	1952	Covington Copy It...Mail It		
2982		Code enforcement warning door hangers		118.62
				<hr/>
				118.62
Check No:	28785	Check Date:	01/09/2013	
Vendor:	0537	Covington Water District		
104587-1		Crystal view; water, 11/9-12/17/12		23.95
105731-1		SR 516; water, 11/13-12/17/12		45.80
132670-1		Community park; water, 11/9-12/17/12		82.20
				<hr/>
				151.95
Check No:	28786	Check Date:	01/09/2013	
Vendor:	1983	De Lage Landen Financial Srvcs		
16361533		Copier lease; 12/15-12/31/12		65.85
16361533		Copier lease, 1/1-1/14/13		54.23
				<hr/>
				120.08
Check No:	28787	Check Date:	01/09/2013	
Vendor:	2467	Department of Enterprise Services		
2012120068		Window licenses		734.23
2012120068		Aquatics; Exchange licenses		215.29
2012120068		Microsoft project		195.45
2012120068		Microsoft project		195.45
				<hr/>
				1,340.42

Check No:	28788	Check Date:	01/09/2013	
Vendor:	2544	Epicenter Services, LLC		
2012-26		Solid waste collection contract services, Decemb		2,779.50
				<hr/>
				2,779.50
Check No:	28789	Check Date:	01/09/2013	
Vendor:	1875	FirstChoice		
510066		Coffee service		110.13
				<hr/>
				110.13
Check No:	28790	Check Date:	01/09/2013	
Vendor:	2045	Goodbye Graffiti Seattle		
17301		Everclean program, January		376.84
				<hr/>
				376.84
Check No:	28791	Check Date:	01/09/2013	
Vendor:	2553	Gordon Thomas Honeywell Governmental		
Dec 12 1123		Governmental Affairs services, December		1,666.67
				<hr/>
				1,666.67
Check No:	28792	Check Date:	01/09/2013	
Vendor:	0867	Home Depot Credit Services		
6015851		Hollydaze; city booth supplies		249.96
7011091		Tree lighting; ties/piping for star		35.21
7062879		Aquatics; assorted hose clamps		21.34
9563251		Aquatics; hole saw kit		86.85
9580762		Assorted brushes, tape measure		26.55
				<hr/>
				419.91
Check No:	28793	Check Date:	01/09/2013	
Vendor:	1997	HSBC Business Solutions		
165361255211		City hall; coffee, creamer, paper products		169.44
165361255211		Maint shop; coffee, creamer, paper towels, batter		58.86
165361255211		Maint shop; coffee, creamer, paper towels, batter		58.86
165361255211		Maint shop; coffee, creamer, paper towels, batter		29.42
				<hr/>
				316.58
Check No:	28794	Check Date:	01/09/2013	
Vendor:	0902	Institute of Transp Engineers		
42120-2013		Vondran; 2013 ITE membership dues		281.62
				<hr/>
				281.62
Check No:	28795	Check Date:	01/09/2013	
Vendor:	1702	J.J. Keller & Associates, Inc.		
900323142		HIPAA Compliance, 2/1/13-1/31/14		259.55
				<hr/>
				259.55
Check No:	28796	Check Date:	01/09/2013	
Vendor:	1319	King County		
S-01		2013 SCATBd annual dues		100.00
				<hr/>
				100.00
Check No:	28797	Check Date:	01/09/2013	
Vendor:	0143	King County Finance		
132587-1		Maint shop; sewer treatment, 10/1-12/31/12		9.71
132587-1		Maint shop; sewer treatment, 10/1-12/31/12		19.43
132587-1		Maint shop; sewer treatment, 10/1-12/31/12		19.43

			Check Amount
			48.57
Check No:	28798	Check Date: 01/09/2013	
Vendor:	0204	King County Pet Licensing	
0204-1		Pet license remittance; December	375.00
			375.00
Check No:	28799	Check Date: 01/09/2013	
Vendor:	2490	Law Office of Theresa and Phillip Griffin	
2490-1		Public defender; video court, November	850.00
2490-2		Public defender; video court, December	1,300.00
			2,150.00
Check No:	28800	Check Date: 01/09/2013	
Vendor:	1622	Law Offices of Thomas R Hargan, PLLC	
12-CV12		Prosecution services through 12/31/12	4,540.75
			4,540.75
Check No:	28801	Check Date: 01/09/2013	
Vendor:	1131	Lincoln Equipment, Inc.	
SI203177		Aquatics; replacement inlet cover plates	105.97
SI203488		Aquatics; swimsuit water extractors	2,997.31
			3,103.28
Check No:	28802	Check Date: 01/09/2013	
Vendor:	0252	Microflex	
00020986		Tax tools; sales tax conversion, 1/1-12/31/13	300.00
			300.00
Check No:	28803	Check Date: 01/09/2013	
Vendor:	1688	Mountain Mist	
054257-1		City hall; bottled water, December	102.28
054257-1		Aquatics; bottled water, December	42.07
054257-1		Maint shop; bottled water, December	12.79
054257-1		Maint shop; bottled water, December	12.79
054257-1		Maint shop; bottled water, December	6.40
			176.33
Check No:	28804	Check Date: 01/09/2013	
Vendor:	1844	National Arbor Day Foundation	
675068000312853		Arbor day foundation; annual membership	15.00
			15.00
Check No:	28805	Check Date: 01/09/2013	
Vendor:	1327	Ethan Newton	
1327-1		Newton; mileage reimbursement, December	23.75
1327-9		Reissue - Newton; mileage reimbursement, Aug	74.37
			98.12
Check No:	28806	Check Date: 01/09/2013	
Vendor:	0682	Nextel Communications	
550142028-127		Cellular services; 12/8-12/31/12	20.66
550142028-127		Cellular services; 12/8-12/31/12	51.97
550142028-127		Cellular services; 12/8-12/31/12	241.87
550142028-127		Cellular services; 12/8-12/31/12	60.71
550142028-127		Cellular services; 12/8-12/31/12	87.11
550142028-127		Cellular services; 12/8-12/31/12	30.38

550142028-127	Cellular services; 12/8-12/31/12	182.09
550142028-127	Matheson; cellular holster	18.45
550142028-127	Cellular services; 12/8-12/31/12	19.89
550142028-127	Cellular service; 1/1-1/7/13	6.03
550142028-127	Cellular service; 1/1-1/7/13	15.17
550142028-127	Cellular service; 1/1-1/7/13	70.58
550142028-127	Cellular service; 1/1-1/7/13	5.81
550142028-127	Cellular service; 1/1-1/7/13	17.72
550142028-127	Cellular service; 1/1-1/7/13	25.42
550142028-127	Cellular service; 1/1-1/7/13	8.86
550142028-127	Cellular service; 1/1-1/7/13	53.13
591066496-047	Internet connection; 1/1-1/20/13	13.22
591066496-047	Internet connection; 1/1-1/20/13	32.25
591066496-047	Internet connection; 1/1-1/20/13	39.68
591066496-07	Internet services; 12/21-12/31/12	103.24
591066496-07	Internet services; 12/21-12/31/12	34.42
591066496-07	Internet services; 12/21-12/31/12	88.69

1,227.35

Check No:	28807	Check Date:	01/09/2013	
Vendor:	2555	NuCO2 LLC		
36249642		Aquatics; CO2 for pH control		144.82
36254403		Aquatics; CO2 lease, January		59.73

204.55

Check No:	28808	Check Date:	01/09/2013	
Vendor:	0004	Office Depot		
1535660779		Computer speakers		27.14
1535660779		1099 forms/envelopes		32.88
634872802001		Office supplies		158.06
634872802001		Cleaner		4.38
63487295001		Toner		187.11
634872984001		Reclosable bags		83.07
636992667001		Paper		142.42
636992737001		Paper		14.15
636992738001		Pens		3.81
637721759001		Return; pens		-3.81
638338396001		Office supplies		196.10
638338396001		Batteries		18.92
638338503001		Pens		3.81

868.04

Check No:	28809	Check Date:	01/09/2013	
Vendor:	0056	Cassandra Parker		
13-01		Parker; 2013 flexible spending		50.00

50.00

Check No:	28810	Check Date:	01/09/2013	
Vendor:	2084	Planning Association of WA		
2084-2013		Hart; 2013 PAW membership dues		50.00

50.00

Check No:	28811	Check Date:	01/09/2013	
Vendor:	0973	Public Finance Inc.		
0001609		LID Administration; 1st Quarter 2013		126.30

126.30

Check No:	28812	Check Date:	01/09/2013	
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Vendor:	0275	Puget Sound Clean Air Agency	
COVI002		2013 Clean air assessment	8,247.00
			<hr/>
			8,247.00
Check No:	28813	Check Date: 01/09/2013	
Vendor:	0292	Puget Sound Regional Council	
201320		PSRC; 2013 membership dues	5,362.00
			<hr/>
			5,362.00
Check No:	28814	Check Date: 01/09/2013	
Vendor:	1197	Rainier Wood Recyclers	
00045136		Brush/stump disposal fees	150.00
			<hr/>
			150.00
Check No:	28815	Check Date: 01/09/2013	
Vendor:	2571	Reserve Account	
2571-1		Public works; postage	6.10
2571-1		Public works; postage	6.10
2571-1		Executive; postage	25.27
2571-1		Finance; postage	121.75
2571-1		Planning; postage	14.15
2571-1		Development services; postage	49.20
2571-1		Police; postage	4.10
2571-1		Aquatics; postage	4.95
2571-1		Streets; postage	0.65
2571-1		Personnel; postage	3.85
2571-1		SWM; postage	1.80
2571-1		Shortage; postage	1.43
2571-1		Central services; postage	2.25
			<hr/>
			241.60
Check No:	28816	Check Date: 01/09/2013	
Vendor:	2250	SBS Legal Services	
C021		Legal services; December	5,000.00
			<hr/>
			5,000.00
Check No:	28817	Check Date: 01/09/2013	
Vendor:	2122	Schneider Electric Buildings America, Inc.	
478578		Aquatics; PASS fee; 1/1-12/31/13	4,150.39
			<hr/>
			4,150.39
Check No:	28818	Check Date: 01/09/2013	
Vendor:	0345	Sharon Scott	
0345-1		Scott; training class, mileage	29.64
			<hr/>
			29.64
Check No:	28819	Check Date: 01/09/2013	
Vendor:	1905	Sharp Electronics Corporation	
C765144-701		Copier; usage, 12/17-12/18/12	30.33
			<hr/>
			30.33
Check No:	28820	Check Date: 01/09/2013	
Vendor:	0480	SHRM	
9004999124		Throm; SHRM membership, 2/1/13-1/31/14	180.00
			<hr/>
			180.00
Check No:	28821	Check Date: 01/09/2013	

Vendor:	0736	Sound Security, Inc.	
0616408-IN		Security monitoring; January	964.00
			<hr/>
			964.00
Check No:	28822	Check Date: 01/09/2013	
Vendor:	2130	South KC Cultural Coalition	
2130-2013		South KC Culture 2013 membership dues	30.00
			<hr/>
			30.00
Check No:	28823	Check Date: 01/09/2013	
Vendor:	2466	Springbrook National User Group	
532		SNUG 2013 membership dues	175.00
			<hr/>
			175.00
Check No:	28824	Check Date: 01/09/2013	
Vendor:	0281	Standard Insurance Company	
006355510001-1		Life Insurance Premiums, January	93.53
006355510001-1		Life Insurance Premiums, January	100.83
006355510001-1		Life Insurance Premiums, January	68.16
006355510001-1		Life Insurance Premiums, January	168.00
006355510001-1		Life Insurance Premiums, January	99.54
006355510001-1		Life Insurance Premiums, January	459.74
006355510001-1		Life Insurance Premiums, January	269.32
006355510001-1		Life Insurance Premiums, January	549.97
006355510001-1		Life Insurance Premiums, January	181.00
006355510001-1		Life Insurance Premiums, January	92.42
006355510001-1		Life Insurance Premiums, January	7.91
006355510001-1		Life Insurance Premiums, January	556.55
006355510001-1		Life Insurance Premiums, January	352.70
			<hr/>
			2,999.67
Check No:	28825	Check Date: 01/09/2013	
Vendor:	2500	Tetra Tech, Inc.	
50634748		CIP 1127; engineering, 10/27-11/30/12	44,233.44
			<hr/>
			44,233.44
Check No:	28826	Check Date: 01/09/2013	
Vendor:	2226	Train Signal, Inc.	
9037		Windows PowerShell Fundamentals Training	222.75
			<hr/>
			222.75
Check No:	28827	Check Date: 01/09/2013	
Vendor:	0357	Valley Communications	
13657		800 MHz access fee; December	75.00
			<hr/>
			75.00
Check No:	28828	Check Date: 01/09/2013	
Vendor:	2383	Valley Freightliner, Inc.	
1223540169		#3307; electrical repairs	723.79
			<hr/>
			723.79
Check No:	28829	Check Date: 01/09/2013	
Vendor:	0046	Verizon Wireless	
114352048		On call; telephone, 12/21-12/31/12	2.13
114352048		On call; telephone, 12/21-12/31/12	4.25
114352048		On call; telephone, 12/21-12/31/12	4.25
1148352048		Maint shop; on call phone, 1/1-1/20/13	3.86

1148352048	Maint shop; on call phone, 1/1-1/20/13	7.73
1148352048	Maint shop; on call phone, 1/1-1/20/13	7.73
		<hr/> 29.95
Check No:	28830 Check Date: 01/09/2013	
Vendor:	2262 Voyager Fleet Systems Inc.	
869285460252	Vehicle fuel	1,062.54
		<hr/> 1,062.54
Check No:	28831 Check Date: 01/09/2013	
Vendor:	0119 WABO	
WABO2013	Meyers; 2013 WABO membership renewal	95.00
		<hr/> 95.00
Check No:	28832 Check Date: 01/09/2013	
Vendor:	0096 WCIA	
101022	2013 Property Insurance	15,214.00
101022	2013 Liability/Auto Insurance	85,631.00
		<hr/> 100,845.00
Check No:	28833 Check Date: 01/09/2013	
Vendor:	1535 Western Tire Chain	
21830	#2577/3307; tire chains	108.65
		<hr/> 108.65
Check No:	28834 Check Date: 01/09/2013	
Vendor:	2569 Western Tree and Arbor Inc.	
2569-1	Tree removal; Timberlane greenbelt	1,031.70
		<hr/> 1,031.70
Check No:	28835 Check Date: 01/09/2013	
Vendor:	0086 WFOA	
8182	Parker; 2013 GFOA membership dues	50.00
8183	Hendrickson; 2013 GFOA membership dues	50.00
		<hr/> 100.00
Check No:	28836 Check Date: 01/09/2013	
Vendor:	0355 WRPA	
12-712	2013 WRPA agency dues	275.00
12-712	2013 WRPA agency dues	275.00
12-712	2013 WRPA agency dues	275.00
12-712	2013 WRPA agency dues	275.00
		<hr/> 1,100.00
Check No:	28837 Check Date: 01/09/2013	
Vendor:	0995 Xerox Corporation	
065502331	Color copier; usage, 10/11-12/14/12	1,098.36
500753283	B & W copier; lease	518.30
		<hr/> 1,616.66
Check No:	28838 Check Date: 01/09/2013	
Vendor:	1894 Diana Ziolkowski	
1894-1	Facilty monitoring; 1/5	12.00
		<hr/> 12.00
	Date Totals:	<hr/> 318,593.46

Report Total:

318,593.46

January 18, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/18/13 consisting of:

PAYLOCITY CHECK # 1000989879 through PAYLOCITY CHECK # 1000989894 and
PAYLOCITY CHECK # 1000990029 through PAYLOCITY CHECK # 1000990029 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$151,933.99

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

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

01/18/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104320	Regular	1/18/2013	Bates, Krista	88.66
104321	Regular	1/18/2013	Kirshenbaum, Kathleen	893.05
104322	Regular	1/18/2013	Lyon, Valerie	1,487.44
104323	Regular	1/18/2013	Matheson, Derek M	8,216.43
104324	Regular	1/18/2013	Mhoon, Darren S	1,350.39
104325	Regular	1/18/2013	Michaud, Joan M	1,854.50
104326	Regular	1/18/2013	Scott, Sharon G	2,458.96
104327	Regular	1/18/2013	Slate, Karla J	2,390.10
104328	Regular	1/18/2013	Hart, Richard	3,518.52
104329	Regular	1/18/2013	Cles, Staci M	1,761.24
104330	Regular	1/18/2013	Hagen, Lindsay K	1,420.55
104331	Regular	1/18/2013	Hendrickson, Robert	3,636.75
104332	Regular	1/18/2013	Parker, Cassandra	2,399.90
104333	Regular	1/18/2013	Harto, Margaret	457.75
104334	Regular	1/18/2013	Lanza, Mark	381.69
104335	Regular	1/18/2013	Mhoon, Marlla	391.69
104336	Regular	1/18/2013	Scott, James A	405.57
104337	Regular	1/18/2013	Wagner, Jeffrey	415.57
104338	Regular	1/18/2013	Allen, Joshua C	868.45
104339	Regular	1/18/2013	Dalton, Jesse J	1,729.75
104340	Regular	1/18/2013	Fealy, William J	2,024.99
104341	Regular	1/18/2013	Gaudette, John J	1,949.19
104342	Regular	1/18/2013	Junkin, Ross D	2,766.13
104343	Regular	1/18/2013	Wesley, Daniel A	2,084.77
104344	Regular	1/18/2013	Bykonen, Brian D	2,964.00
104345	Regular	1/18/2013	Christenson, Gregg R	2,703.01
104346	Regular	1/18/2013	Lyons, Salina K	2,097.23
104347	Regular	1/18/2013	Meyers, Robert L	3,185.72
104348	Regular	1/18/2013	Ogren, Nelson W	2,644.36
104349	Regular	1/18/2013	Thompson, Kelly	2,026.56
104350	Regular	1/18/2013	Morrissey, Mayson	2,675.90
104351	Regular	1/18/2013	Bahl, Rachel A	1,625.71
104352	Regular	1/18/2013	Martinsons, Jaquelyn	415.04
104353	Regular	1/18/2013	Newton, Ethan A	2,135.72
104354	Regular	1/18/2013	Patterson, Clifford	2,412.95
104355	Regular	1/18/2013	Thomas, Scott R	3,414.24
104356	Regular	1/18/2013	Akramoff, Glenn A	3,460.07
104357	Regular	1/18/2013	Bates, Shellie L	1,925.91
104358	Regular	1/18/2013	Buck, Shawn M	1,510.03
104359	Regular	1/18/2013	French, Fred	147.68
104360	Regular	1/18/2013	Parrish, Benjamin A	1,781.28
104361	Regular	1/18/2013	Vondran, Donald M	3,449.90
104362	Regular	1/18/2013	Andrews, Kaitlyn E	150.97
104363	Regular	1/18/2013	Blakely, Coleman P.	79.32
104364	Regular	1/18/2013	Carrillo, Anthony G	26.76
104365	Regular	1/18/2013	Carter, Megan L	141.35
104366	Regular	1/18/2013	Cox, Melissa	754.63
104367	Regular	1/18/2013	Cranstoun, Alexander M	27.47
104368	Regular	1/18/2013	Felcyn, Adam	2.92
104369	Regular	1/18/2013	Foxworthy, Rebecca	108.09

104370 Regular	1/18/2013	Houghton, Cassandra L	225.77
104371 Regular	1/18/2013	Kiselyov, Tatyana	299.76
104372 Regular	1/18/2013	Loeppky, Janna	406.52
104373 Regular	1/18/2013	MacConaghy, Hailey	548.69
104374 Regular	1/18/2013	Mooney, Lynell	236.32
104375 Regular	1/18/2013	Praggastis, Alexander	287.36
104376 Regular	1/18/2013	Reese, Rachel E	107.61
104377 Regular	1/18/2013	Tomalik, Stefan A	43.67
104378 Regular	1/18/2013	Tran, Jenifer	111.94
104379 Regular	1/18/2013	von Michalofski, Kayla M	130.07
104380 Regular	1/18/2013	Wardrip, Spencer A	225.64
104381 Regular	1/18/2013	Williams, Lauren C	65.94
104382 Regular	1/18/2013	Beaufrere, Noreen	2,726.19
104383 Regular	1/18/2013	Throm, Victoria J	1,922.53
1000989879 Regular	1/18/2013	Newell, Nancy J	110.82
1000989880 Regular	1/18/2013	Lucavish, David	415.57
1000989881 Regular	1/18/2013	Snoey, Wayne	187.19
1000989882 Regular	1/18/2013	Baughan, Jayson H.	323.17
1000989883 Regular	1/18/2013	Bell, Colin Q	95.11
1000989884 Regular	1/18/2013	Bowen, Joshua W	246.23
1000989885 Regular	1/18/2013	Carkeek, Lena	647.72
1000989886 Regular	1/18/2013	Cox, Cory R	21.98
1000989887 Regular	1/18/2013	Goldfoos, Rhyan	40.84
1000989888 Regular	1/18/2013	Jensen, Emily A	21.98
1000989889 Regular	1/18/2013	Johansen, Andrea	413.01
1000989890 Regular	1/18/2013	Mayes, Annika L	21.98
1000989891 Regular	1/18/2013	Miller, Amanda J	88.57
1000989892 Regular	1/18/2013	Panzer, Erika	344.66
1000989893 Regular	1/18/2013	Vieira, Logan G	175.07
1000989894 Regular	1/18/2013	Wunschel, Ethan G.	21.98

Totals for Payroll Checks 80 Items 97,332.75

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104384	AGENCY	1/18/2013	ICMA Retirement Trust	15,583.84
104385	AGENCY	1/18/2013	Vantagepoint Transfer Agent-	367.41
104386	AGENCY	1/18/2013	City of Covington	2,865.63
104387	AGENCY	1/18/2013	Paylocity Corporation	125.00
104388	AGENCY	1/18/2013	City of Covington Employee	102.00
104389	AGENCY	1/18/2013	ICMA Retirement Trust	13,235.05
104390	AGENCY	1/18/2013	ICMA Retirement Trust	1,842.03
104391	AGENCY	1/18/2013	ICMA Retirement Trust	192.00
104392	AGENCY	1/18/2013	HRA VEBA Trust	1,054.00
1000990029	AGENCY	1/18/2013	WASH CHILD SUPPORT	110.41

Totals for Third Party 10 Items 35,477.37

Tax Liabilities 18,807.37
Paylocity Fees 316.50

Total **\$ 151,933.99**

Agenda Item 1
Covington City Council Meeting
Date: January 22, 2013

SUBJECT: APPOINTMENTS TO OPENINGS ON THE PARKS & RECREATION COMMISSION

RECOMMENDED BY: Scott Thomas, Parks & Recreation Director

ATTACHMENTS: See Interview Schedule and Applications

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

The City received six applications for consideration of four openings on the Parks & Recreation Commission. Two of the four openings may be filled by an applicant living outside the city limits but within the three-mile radius. The Council is scheduled to interview six applicants on January 22, 2013.

Name of Applicant

Lesley Schlesinger

Laura Morrissey

William Pand (youth) (reapplying to Position No. 1)

Steven Pand (reapplying to Position No. 6)

Kollin Higgins (reapplying to Position No. 7)

Troy McIntyre

Resides

inside city limits

inside city limits

inside city limits

inside city limits

outside city limits (within 3-mi radius)

inside city limits

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

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

ALTERNATIVES:

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

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

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 1 on the Parks & Recreation Commission with a term expiring January 31, 2014.

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 5 on the Parks & Recreation Commission with a term expiring January 31, 2016.

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 6 on the Parks & Recreation Commission with a term expiring January 31, 2016.

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 7 on the Parks & Recreation Commission with a term expiring January 31, 2016.

REVIEWED BY: City Manager, Parks & Recreation Director, City Clerk

SUBJECT: INTRODUCTION TO THE CONTRACT FOR SOLID WASTE SERVICES WITH REPUBLIC SERVICES.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):
None

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

On Tuesday, May 8, 2012 City Council provided direction to staff to begin contract negotiations with Republic Services for solid waste and recycling services. As a reminder, at incorporation Washington Utilities and Transportation Commission (WUTC) set the service area and rates. The G Certificate was held by Republic Services (Allied Waste). An Ordinance was passed in November 2003 granting franchise to Republic (January 2004 – December 2010). The City continues under that franchise currently and will until the new contract is approved by City Council.

The first step in that process was to hire a consultant to provide city staff technical support in its negotiations. Staff completed that consultant selection process during the summer and hired Jeff Brown of Epicenter Services, LLC. Epicenter and the city began meeting in September to develop a general outline of terms to be considered during the negotiations. The terms included:

- Term
- Trucks
- Containers
- Residential Services
- Commercial Services
- Mandatory Service
- Community Events
- City Services
- Administration Fee
- Customer Service Requirements
- Rates (including service rates, escalation and incentives)

On October 17, 2012 the first of five negotiation sessions (to date) was held. The City of Tukwila solid waste contract was used as the basis for the beginning negotiations, as Tukwila has the closest package of services to what Covington would like to have. The objective was a new contract and rates that are mutually acceptable and then prepare and present the package to Council for consideration. The initial discussion focused on process and general philosophy of the negotiations in relation to the above terms.

General Philosophy of Negotiations:

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

Prior to completing the final negotiations of the contract staff wants to check in to assure the discussions are continuing along the path that meets with City Council approval. Staff and Jeff Brown from Epicenter Services will provide a verbal update on issues, terms and conditions of the contract negotiations to date. We along with Republic Services staff will be available for questions. This meeting will be the first of at least three meetings leading to a decision on the negotiated contract between Republic Services and the City of Covington.

ALTERNATIVES:

None

FISCAL IMPACT:

None

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

REVIEWED BY: City Manager, City Attorney, Finance Director

Agenda Item 3

Covington City Council Meeting

Date: January 22, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH NORTHWEST CASCADE, INC. FOR STORM SEWER CLEANING.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Bid Proposal Spreadsheet
2. Agreement for Services for Storm Sewer Cleaning

PREPARED BY: Ross Junkin, Maintenance Supervisor

EXPLANATION:

The Public Works Department solicited bids from all the storm sewer cleaning companies identified on the Municipal Research and Services Center (MRSC) Small Works Roster. Six companies provided complete bids for the service. The lowest bid (Northwest Cascade, Inc.) is listed below.

Northwest Cascade, Inc.

Item No.	Description	Bid Qty	Unit	Unit Rate	Total Amount
1	Catch Basins - Type I	1,100	Each	34.47	37,917.00
2	Catch Basins - Type II	220	Each	78.16	17,195.20
3	Pre-Settling Tanks	11	Each	1,714.14	18,855.54
Grand Total					73,967.74

Item No.	Description	Unit	Hourly Rate
4	Pipe Jetting/Cleaning	Hour	180.00
5	Emergency Response	Hour	180.00

Staff requests the City Council to award the Storm Sewer Cleaning Agreement to the lowest, most qualified bidder, Northwest Cascade, Inc., in an amount not to exceed \$90,000 to clean the storm systems of Covington as outlined in the agreement.

The storm sewer cleaning agreement will include additional funds for pipe cleaning and emergency response (approximately 80 hours).

ALTERNATIVES:

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

The staff recommends entering into the agreement at this time. The bid is a good one and bidding the project again will not likely yield a better price.

FISCAL IMPACT:

The Agreement for Service with Northwest Cascade, Inc. for Storm Sewer Cleaning will cost \$90,000, including discretionary items (Pipe Jetting/Cleaning and Emergency Response).

Covington's 2013 budgeted amount for this activity is \$60,000 (Surface Water Management Fund). Bids came in higher than what was budgeted for 2013.

The contract is written with a not to exceed amount of \$90,000. Some of the work is discretionary and emergent in nature. These tasks will be completed as issues are identified in order to keep the systems functioning at an appropriate level and to meet federal and state requirements for system maintenance. Because of these increased mandatory requirements the services must be provided. Currently the city is without a contract for vector service due to the premature but mutual ending of the previous contract in October 2012. There are three key reasons that the cost of the service has escalated recently. They include:

- Cost of material disposal
- Updated NPDES maintenance requirements for cleaning frequency
- Higher requirements of the contractor in the areas of training, Illicit Discharge Detection and Elimination (IDDE), mapping and general reporting of conditions

The Surface Water Management fund has a high fund balance at this time. The fund will easily be able to absorb the additional costs without impact to planned operations and will continue to meet all financial policies for Covington.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute an Agreement for Services with Northwest Cascade, Inc. for Storm Sewer Cleaning.

REVIEWED BY: City Manager, City Attorney, Finance Director

**City of Covington
2013 Storm Sewer Cleaning
Bid Opening: 10:00 AM - January 8, 2013**

	Company Name	Total Bid Amount	Pipe Jetting Hourly Rate	Emergency Response Hourly Rate	Signed Bid Proposal	Equipment Inventory	Disposal Sites
1	Best Parking Lot Cleaning Inc.	\$92,180.00	\$185.00	\$185.00	X	X	X
2	Davidson-Macri Sweeping, Inc.	\$95,260.00	\$195.00	\$280.00	X	X	X
3	Everson's Econo-Vac, Inc.	\$107,882.50	\$223.00	\$275.00	X	X	X
4	Innovative Vacuum Services	\$150,480.00	\$275.00	\$355.00	X	X	X
5	JBD Excavation	\$486,992.00	\$273.00	\$325.00	X	X	X
6	Northwest Cascade, Inc.	\$73,967.74	\$180.00	\$180.00	X	X	X

CITY OF COVINGTON
AGREEMENT FOR SERVICES

Between: City of Covington and Northwest Cascade, Inc.
 Project: Storm Sewer Cleaning
 Commencing: January 23, 2013
 Terminating: December 31, 2013
 Amount: \$90,000.00

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this 23rd day of January, 2013, by and between the City of Covington ("City"), a Washington municipal corporation, and Northwest Cascade, Inc. ("Contractor"), a corporation.

RECITALS:

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

B. The City has taken the lead administrative role of requesting bids for said services and has selected the Contractor to perform said services; and

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

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

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

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

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

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2013, unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \$90,000.

4.2 Method of Payment. Payment for Services shall be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City within thirty (30) days of performance of the Services, and the same is approved by the appropriate City representative. Payment shall be made by the City no later than ten (10) days after the City's Council approval of the invoiced amount.

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

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

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

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Contractor shall be delivered to the City.

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

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

other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

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

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

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

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

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

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

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

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

11. Termination.

11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. The Contractor may terminate this Agreement upon sixty (60) days notice to the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall be submitted to the City within five (5) days of the date of termination.

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

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

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

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

14. Conflict of Interest. The Contractor represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized

that the Contractor may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Contractor's ability to perform the Services. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the City. The Contractor agrees to resolve any actual conflicts of interest in favor of the City.

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

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

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

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

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

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

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

if to the Contractor, to:

Northwest Cascade, Inc.
10412 John Bananola Way East
Puyallup, WA 98373

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

and

if to the City, to:

City of Covington
Attn: Maintenance Supervisor
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

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

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

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

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

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

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

CITY OF COVINGTON

By: Derek Matheson
Its: City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

NORTHWEST CASCADE, INC.

By: _____
Its: _____

STATE
OF WASHINGTON)

) ss.

COUNTY OF _____)

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

GIVEN my hand and official seal this ____ day of January, 2013.

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

SCOPE OF SERVICES 2013 Storm Sewer Cleaning

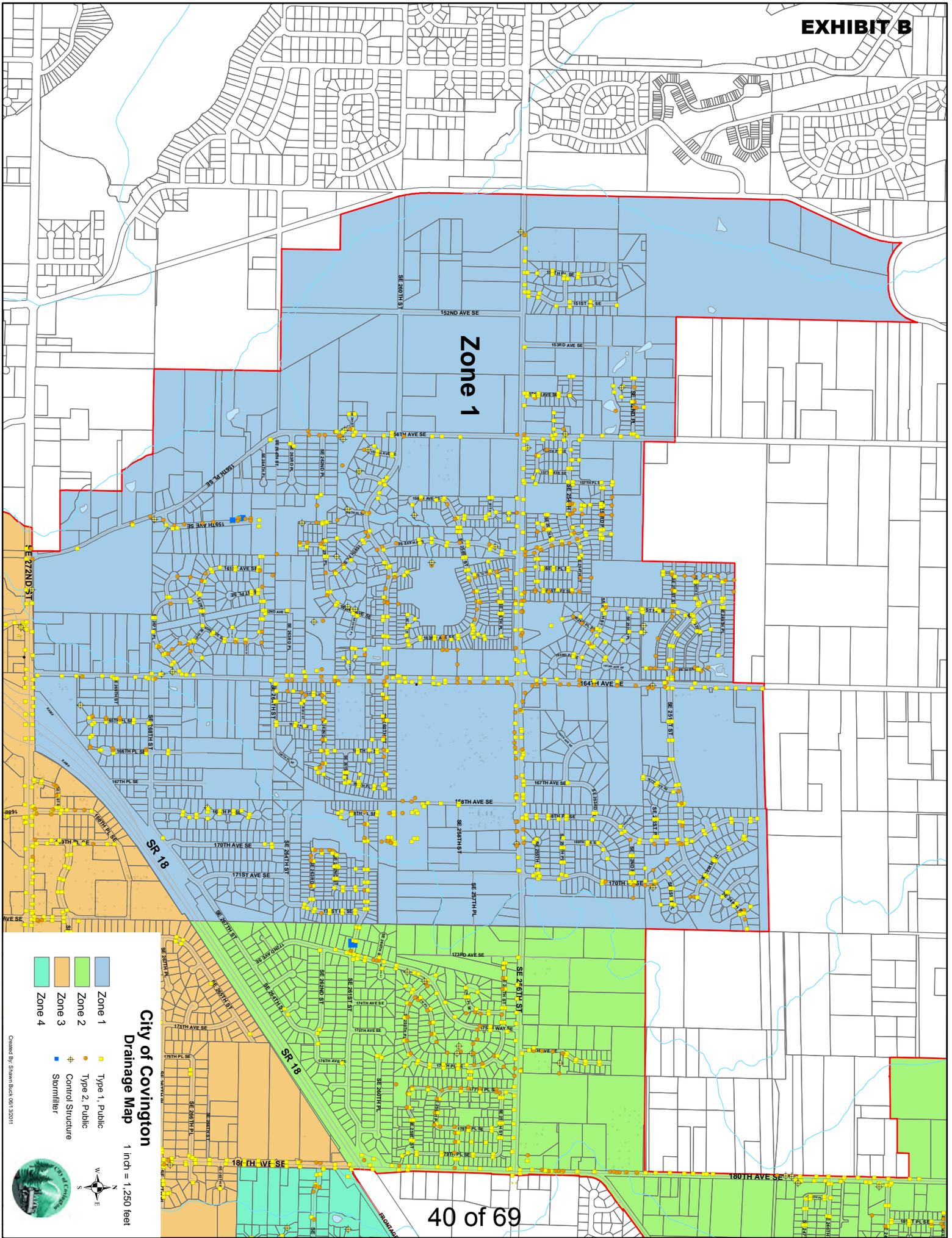
The Contractor agrees to provide storm sewer cleaning services during this contract as follows. See Covington maps and spreadsheet for more details (Exhibits B and C).

- All Catch Basins – Type I and II (approximately 1,100 Type I and 220 Type II). These quantities include structures in stormwater retention facilities in **Maintenance Zones 2, 3, and 4**. All structures will be thoroughly vacuum cleaned and operational. All Pre-Settling Tanks (11) will be thoroughly washed and vacuum cleaned (see Exhibit C).

Contractor will perform the following items:

1. Contractor will provide all necessary labor, material, and equipment to perform the work described herein. Cleaning catch basins will consist of vactoring sediment/debris and/or water from structure. Cleaning of vault/pre-settling tanks will consist of washing of interior walls and vactoring of sediment/debris and/or water from structure. It is the Bidder's responsibility to verify conditions prior to submitting a bid.
2. Contractor will follow a systematic route for cleaning all Type I and Type II Catch Basins within the identified area, including those in stormwater retention facilities.
3. Contractor will log, on a map provided by the City, the location of Type I and Type II Catch Basins that have been cleaned and indicate the direction of storm water flow from catch basin to catch basin.
4. Contractor will submit a spreadsheet that details CB#, structure type, date cleaned, condition, sediment load, evidence of illicit discharge as well as comments indicating other conditions (ie: issues, sediment in pipes, etc). The City will provide an Excel spreadsheet to the contractor for this purpose. This spreadsheet shall be submitted along with the invoice for payment as well as copies of waste disposal receipts from approved facility. Payment will not be made until all of these documents are submitted to the City.
5. Contractor will assess the condition of Type I and Type II Catch Basins after cleaning and notify the City of Covington Maintenance Supervisor if any deficiencies or issues are found.
6. Before leaving each catch basin location, contractor will clean all catch basin frames and grates/lids with high-pressure water.
7. Contractor will dispose of the sediment in accordance with Department of Ecology requirements. The Contractor shall obtain any necessary permits or licenses required to perform these services.

8. The Contractor's bid item prices shall include all disposal costs associated with cleaning of the storm facilities called out in this contract. This includes any testing requirements. No separate payment will be made for disposal or testing of material. Again, the Contractor will provide the City with copies of the waste disposal receipts from an approved disposal facility. Prior to receiving payment for said work done. For details on pre-settling tanks to be cleaned (see Exhibit C).
9. Contractor will provide emergency response 24-hours a day upon request by the City. The Contractor must be able to meet a 60 minute maximum response time in an emergency/after hours call out.
10. Contractor shall be trained in illicit discharge detection and spill response, to include identification of hazardous materials in the drainage system, reporting of discharges found and proper cleanup and disposal of hazardous materials.
11. Contractor will provide the City of Covington Maintenance Supervisor with work schedules prior to work commencing.
12. The City of Covington shall be invoiced within 30 days of completion of work.
13. Stormwater Facility Map: The City of Covington will provide a map showing the locations of the stormwater facilities to the contractor that receives the bid award.



Zone 1

City of Covington
Drainage Map

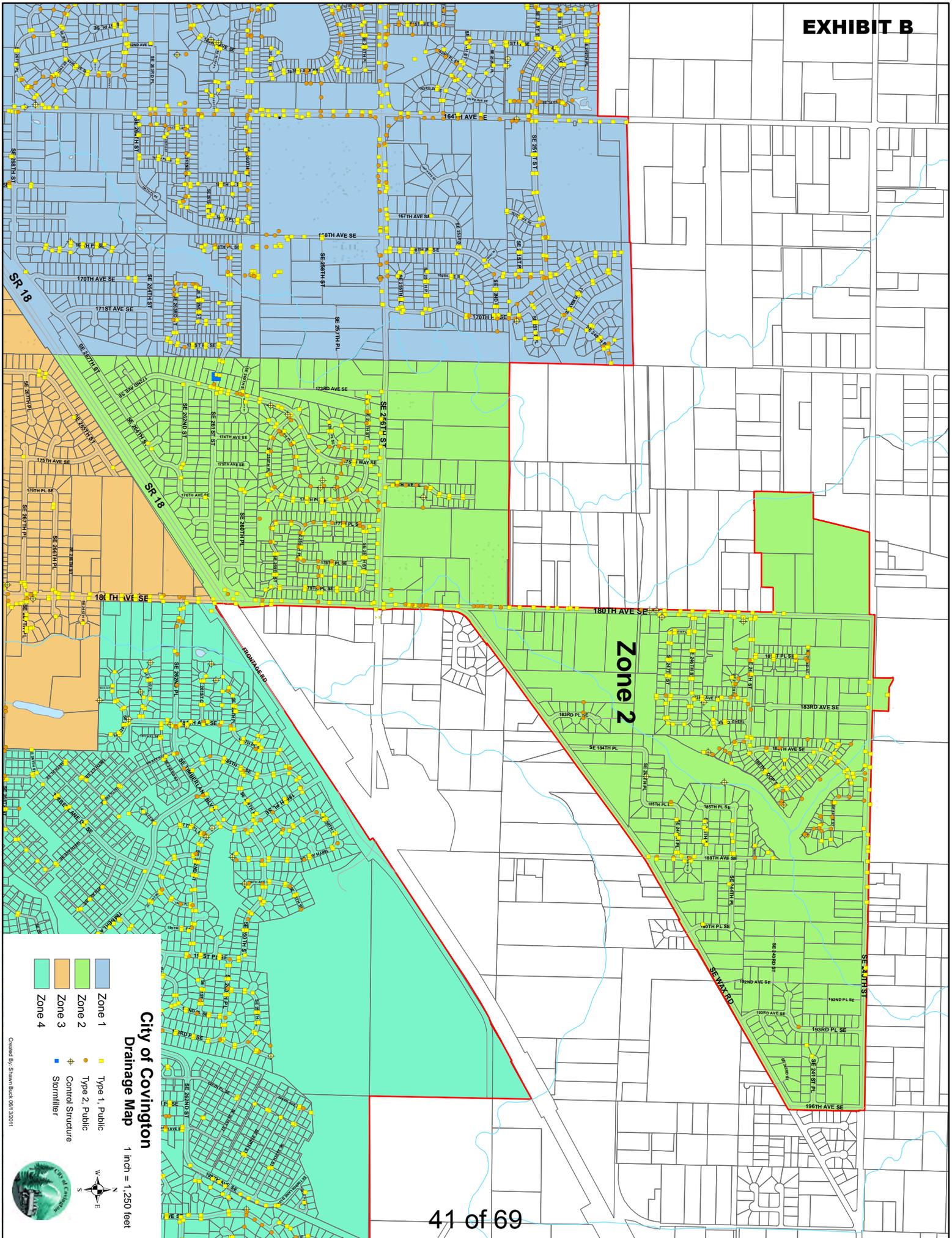
1 inch = 1,250 feet

- Zone 1
- Zone 2
- Zone 3
- Zone 4

- Type 1, Public
- Type 2, Public
- Control Structure
- Stormwater



Created By: Shawn Black 06/01/2011

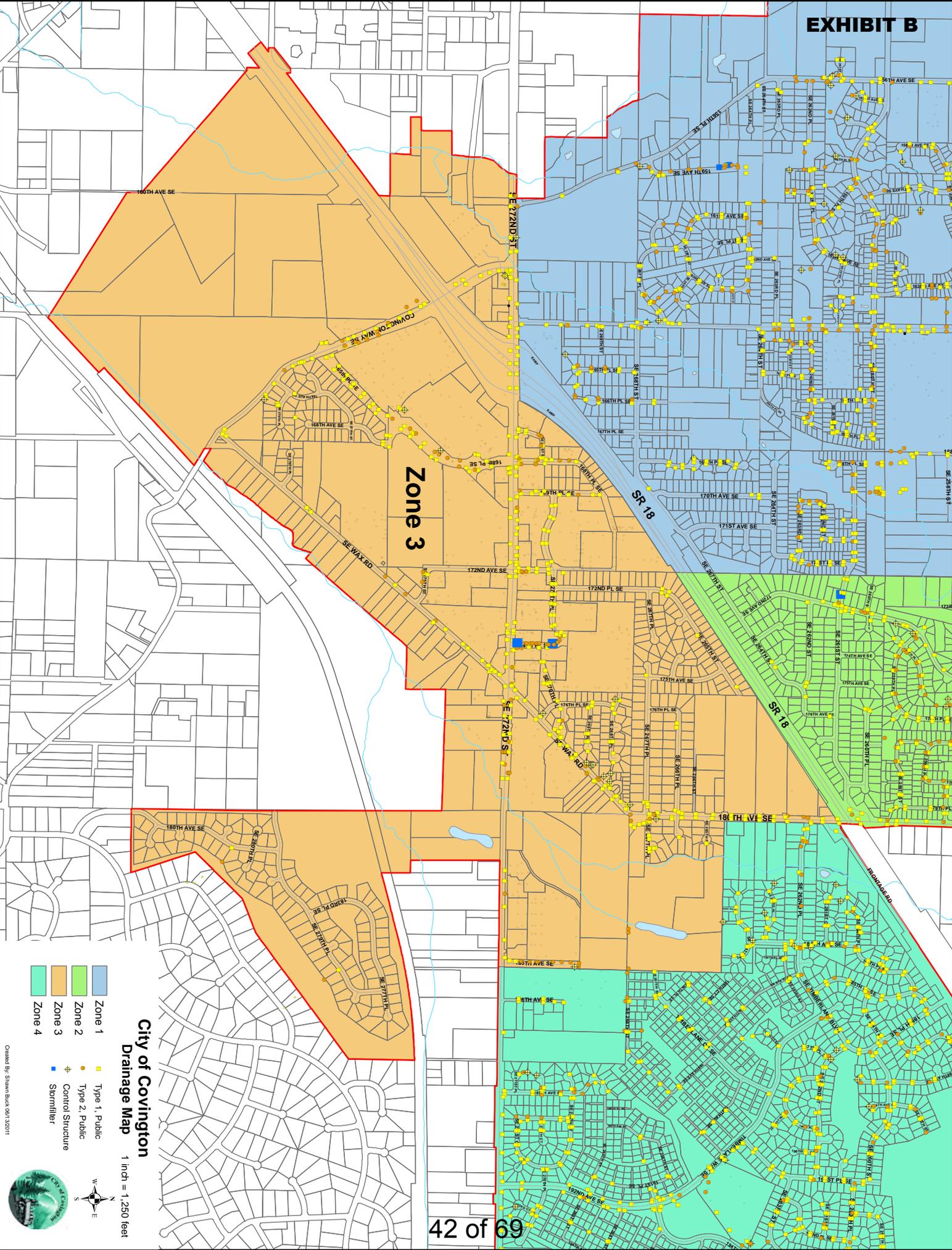


Zone 2

**City of Covington
Drainage Map** 1 inch = 1,250 feet

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Type 1, Public
- Type 2, Public
- Control Structure
- Stormwater





Zone 3

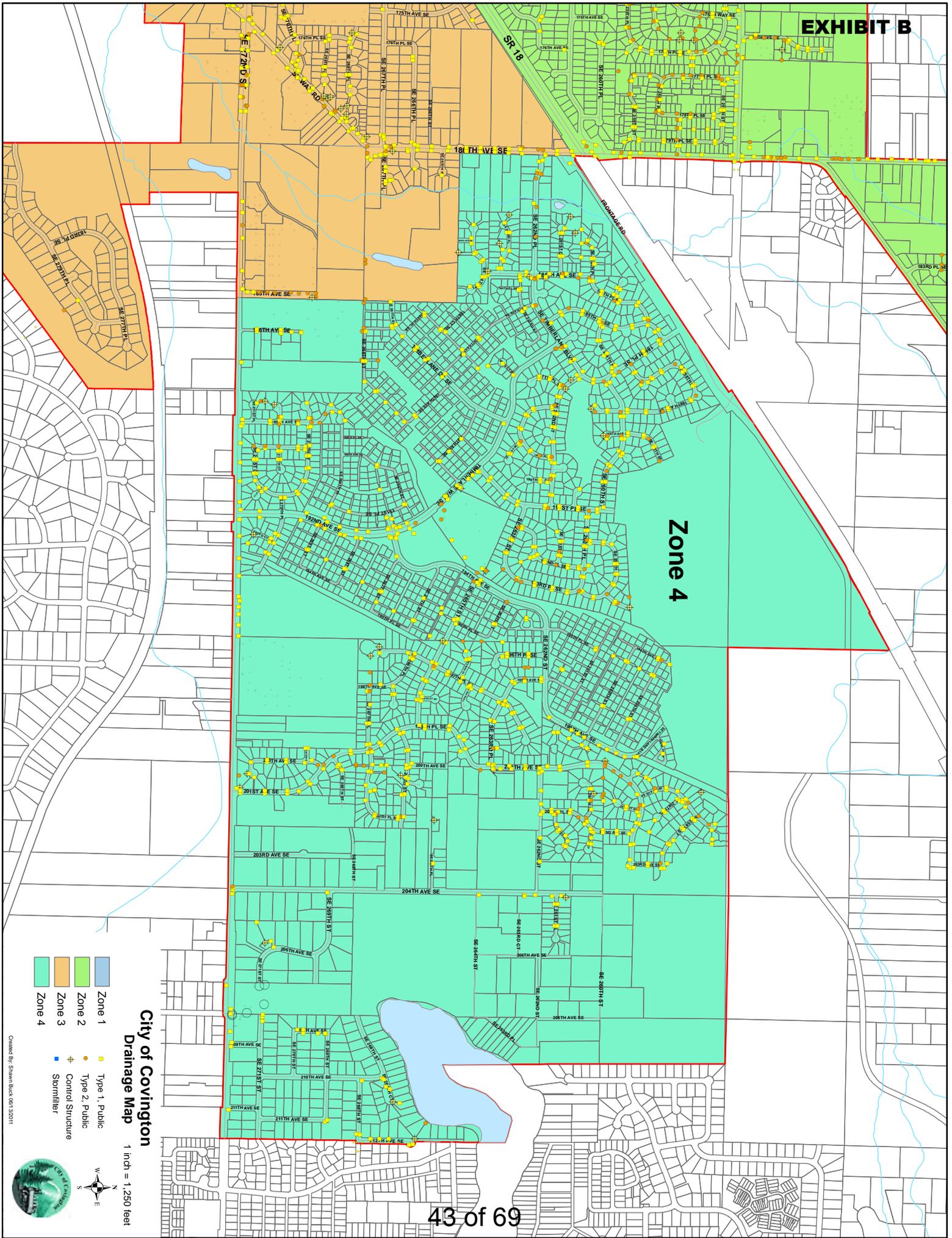
City of Covington
Drainage Map

1 inch = 1,250 feet

- Zone 1
- Zone 2
- Zone 3
- Zone 4

- Type 1, Public
- Type 2, Public
- Control Structure
- Stormlifter





Zone 4

City of Covington
Drainage Map

1 inch = 1,250 feet

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Type 1, Public
- Type 2, Public
- Control Structure
- Stormwater



Created By: Shawn Black 06/13/2011

**CITY OF COVINGTON
STORMWATER PRE-SETTLING TANK INVENTORY**

Address	Facility ID	AKA	Project	Pre-Settling Tank(s)
174th PL SE & SE 270th PL	DI31093	Vet Clinic	LID 99-01	(2) x 50' long, 60" diameter
174th PL SE & SE 272nd ST	DI31072	Jiffy Lube	LID 99-01	(2) x 50' long, 60" diameter
172nd AVE SE & SE 272nd ST	DI31071	Walgreens Driveway	LID 99-01	(1) 25' long, 60" diameter; possibly plugged, full of water
172nd AVE SE & SE 272nd ST		Walgreens ROW	LID 99-01	(1) 25' long, 60" diameter; possibly plugged, full of water
SE 256th ST & 168th AVE SE	DV11216	NA	1034	(2) x 80' long, 48" diameter & (2) x 130' long, 48" diameter
SE 272nd St & WAX RD	DV31100	NA	1039	(1) x 8' long, 4' diameter HDS Vault

Agenda Item 4
Covington City Council Meeting
Date: January 22, 2013

SUBJECT: BUDGET PRIORITIES ADVISORY COMMITTEE (BPAC) FINAL
RECOMMENDATIONS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. Final Recommendation Report

PREPARED BY: Ed Cook and Laura Morrissey, BPAC Committee Members

EXPLANATION:

The BPAC has been meeting since March 2012. The committee's charge is to provide a report that includes reviewing city needs – both operating and capital, the community's priorities – both operating and capital – within existing revenue, and the community's priorities for new revenue and recommendations for elections.

The committee met twice a month for the past year. During that time, city directors provided a wealth of information on their respective departments. The committee learned a lot about the operation of the city as well as the financial structure that supports city day-to-day operations and capital financing.

It was from that information and the committee's subsequent discussions that this report is derived.

ALTERNATIVES:

FISCAL IMPACT:

None.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

REVIEWED BY: City Manager

Covington Budget Priorities Advisory Committee Final Recommendations January 22, 2013

The Budget Priorities Advisory Committee (BPAC) learned a lot about municipal finances during the past nine months. Arguably, our biggest takeaway was how “lean and mean” most of Covington’s city departments are and the stereotype of “big government” couldn’t be further from the truth. We were impressed with the dedication and professionalism of Covington staff, how committed they were to their vocation and to the city, and how well city staff and council work together (which is apparently contrary to many of our neighboring cities).

We also discovered many of our concerns, thoughts, and discussions had been previously explored due to cost cutting the city had already undertaken because of past, current, and potentially future ramifications of “The Great Recession.” The fact the city has performed relatively well given these challenges could be a double-edged sword...often with an expectation of similar future performances without consideration of the stress and toll extracted. Nonetheless, we will likely repeat what city staff may have already discussed in the past with the hope that council will give due consideration, given its support of the concept of BPAC.

BPAC does, in fact, comprise a broad spectrum of Covington residents. We’re young and not so young, some of us are in school and some are fortunate to be retired (although not from civic involvement). Some of us have raised our families while others are just starting out. There are those who began this endeavor seeking employment (and finding it!), those who are underemployed and looking for opportunities, and those who protect us from others (and ourselves). We all have a vested interest in the health and vitality of this young city.

BPAC has committee members that were residents “back in the day” and members that are relative newcomers. We’re red, we’re blue; some have implicit faith in city government while others wouldn’t trust it any further than they could throw it—cynicism balanced with pragmatism. BPAC, itself, raised the issue of whether we were merely “players” to rubber stamping future tax increases or revenue-raising levy lid lifts. We got beyond that, and this is where we are....

Covington is a very well run city with an excellent “corporate culture.” In reviewing the department budgets, BPAC could not find any apparent cost savings or revenue possibilities in the following departments:

- General Fund
- City Council
- Municipal Court
- Executive
- Finance
- Legal Services
- Personnel
- Central Services
- Community Development

BPAC also has no recommendations for any of the city commissions, with the exception of the Human Services Commission. There were several discussions about the purpose and funding of that commission, which are summarized after the department list.

BPAC looked intently at the details of each of the listed departments' budgets, found that they were very sensible and streamlined, and decided that making any cuts to these departments would be the equivalent of squeezing blood from the proverbial turnip.

There was much discussion in BPAC meetings about law enforcement and parks, specifically the Aquatic Center. We could not come to complete consensus on our recommendations for these areas and have, therefore, presented the majority opinion first and the "on the other hand" minority opinion second.

Law Enforcement (Police Services):

BPAC analyzed the police contract with a critical eye looking for ways to add value and services to the largest single line item in the budget. The police contract is unique to the rest of the city as many of the terms and provisions in the police contract are driven by King County policies or models, and not policy or culture set within the leadership of the city as a standalone department.

There is no doubt that the city has high quality, dedicated and hardworking members of the King County Sheriff's Office representing the city. Any analysis contained within this recommendation is directed at the structure of the contract, not the professionals currently servicing our community. The police contract is a complicated budgetary matrix where the city is charged for services and the partial use of services; that number is added to the number of officers at a price of \$173,000 per officer FTE (as reported to committee for 2012). The FTE price represents a deputy, police vehicle, other necessary equipment, and miscellaneous overhead.

This contract provides Covington with stability and low risk for low-frequency but high-liability incidents that cannot be planned or budgeted. Police services are a tricky business with liability and risk management a huge concern. The structure of the contract does limit the city's ability to save money through competitive, non-union bidding. It also restricts the implementation of policies and procedures specific to Covington. The large FTE cost is consistent with a county policing model, but not a municipal policing model. This makes it more difficult to stretch Covington's law enforcement dollar or to make meaningful additions to staffing with the high threshold of \$173,000 per head. The FTE cost is significantly higher than other municipal agencies in the area. In the final assessment, it appears the city has been diligent in balancing the limitations of King County's model and contract with the stability and budgetary benefits of no or low additional costs for unplanned major incidents. Several cost saving measures have already been explored through a professional consulting firm and it revealed that merging with Maple Valley or having a standalone department was not cost effective. BPAC endorses the current police services contract, but we feel that the following recommendations merit strong consideration:

- Implement a police volunteer program by utilizing local residents in nontraditional ways to interact with the police, business, civic groups, and residents.
- Fund a civilian educator position employed by the city to address the perception of crime in Covington and forge productive relationships between the police and victims, businesses, residents, civic groups, and schools. This position could be responsible for crime prevention through environmental design, block watch, youth programs, grants, and social media. The position would also act as a liaison between other departments within Covington to identify and solve issues at the lowest level.
- Explore the feasibility of splitting one FTE with the city of Maple Valley for a Directed Enforcement Officer to analyze every case taken by both cities, looking for trends and taking a regional approach to identifying the root cause of problems. A Directed Enforcement Officer would develop a strategy for addressing recurring problems and work through the

chain of command towards a solution, either by emphasis patrols or referral to another department within the city.

- Explore ways to enhance opportunities for deputies that work for Covington. Becoming the top destination for patrol assignments will ensure the best employees will be serving the community. Those employees will become vested in Covington and less likely to leave, giving the citizens opportunities to build strong relationships with Covington's deputies.
- Explore utilizing other in-service training opportunities through the Small Cities Coalition or other police agencies in the area in addition to the mandatory training required by KCSO.
- Implement an annual mandatory training day for all police personnel that outlines the City of Covington's mission and vision, and how those relate to day to day operations in police services. The intent would be to create a Covington Police culture within the overall KCSO culture.
- Explore the feasibility of contracting future police services with the City of Kent. Kent is a full service police agency capable of providing high quality service, including necessary specialty units.

Parks Fund: Covington Community Park

BPAC affirms the value of parks as a community benefit. We agree with the PROS plan that Covington needs multiple parks that serve the spectrum of ages and needs within the city. We are especially interested in the development of Covington Community Park and marketing that park as a community gathering point. Many on the BPAC committee feel Covington does not have within the city a physical place to anchor a community identity on; the feeling is that Covington is mainly a highway separating several unremarkable strip malls. We believe that Covington Community Park has good potential to become that community identity point the city is lacking (and currently seeking). To that end, we would like to see the city finish the park completely and quickly—all three phases. We know Phase One is almost done and, given current funding and income levels, finishing Phases Two and Three in any small amount of time is more or less an impossibility. However, we know there will be community excitement and momentum after Phase One is completed and the soccer field is open and useable. As much as possible and reasonable, we would like the city council and city staff to capitalize on this momentum to propel Phases Two and Three forward. As revenue frees up or is generated, consider allocating additional money to parks in order to complete Phases Two and Three. In our meetings, BPAC discussed the following as potential revenue sources for Covington's parks:

- The creation of a Metropolitan Parks District in three or four years when the economic climate hopefully improves (we feel that including a sunset date and asking for a modest dollar amount would make an MPD more palatable to voters),
- granting park or field naming rights to businesses in exchange for funding (one-time or on-going),
- and partnering with service clubs to promote or fundraise for parks.

BPAC also feels like Covington's parks are "under-marketed." Many members on the committee didn't know Covington had parks beyond Jenkins Creek and the Community Park. The thought among the committee is that the average person in Covington is not aware of where the parks in our city are and the amenities in each park. We would like to see the parks marketed more publicly.

On the other hand: There are those on the BPAC committee who were here when the Metropolitan Parks District proposal that was placed before voters in 2006 was soundly defeated; there is a lingering feeling that the people have spoken—parks are not a priority in Covington. Revenue that is allocated for parks should instead go to reducing the city's debt burden or lowering the citizens' tax burden.

Parks Fund: Aquatic Center

The majority of BPAC believes that the Aquatic Center is a community asset. However, given the city's tight finances, we would like to see the city's subsidy of the pool shrink considerably or become unnecessary. BPAC had several long discussions about potential and best ways to accomplish this. The prominent thought among members of the committee is that the Aquatic Center needs better marketing. About half of BPAC didn't consciously realize that the "Tahoma Pool" was a part of the City of Covington. There is little sense of community ownership in the pool since there is the perception the pool is not a part of Covington—it's the Tahoma Pool. The pool has an identity problem. We would like to see the pool marketed as *Covington's* pool—a place that is a part of the city. BPAC also recommends heavy marketing for the pool just to get more people in the door. We don't feel that the pool is under-utilized, but we see more marketing as way to improve the pool's revenues by increasing the number of people using (and therefore paying entrance fees for) the pool. We know that the pool has a marketing budget, but it is small and doesn't buy much; we also feel like the Aquatic Center's ads in the Covington Reporter are not effective enough to be the pool's main source of advertising. For better or for worse, the sentiment on BPAC is that very few people read the Covington Reporter so there is the concern that the pool's ads are not reaching many people. In summary, BPAC would like to see the pool heavily marketed both to bring more people in the door and to make the Covington community more aware that the Aquatic Center is their pool.

The following are thoughts and ideas from BPAC discussions on increasing revenue for the pool:

- The pool could be endowed as a regional entity if some kind of taxing district could be created for it.
- Would a business be willing to sponsor the pool or have naming rights to the pool in exchange for funding?
- The committee also discussed the pool's existing fee structure. Some on the committee were concerned that the pool uses the honor system for determining who pays the resident fee. They would like pool staff to consistently check addresses on IDs. BPAC also talked about creating a "swim card" for Covington residents. A Covington resident who could prove his address within the city limits would receive a "swim card," which would allow him to enter the pool at the Covington resident discounted rate. A Covington resident who did not bother to get a "swim card" would pay the non-resident rate. We do, however, recognize that the modest revenue increases these changes to the fee structure would bring must be weighed against the expense of additional work for Aquatic Center staff and additional inconvenience for pool patrons.

On the other hand: Management and/or finances of the pool could be turned over to a third party, such as the YMCA, so that the city would not be financially responsible for the pool. Similar to Central Park in New York, the pool would be managed and run through a non-profit regional entity or foundation. Through this arrangement the name and/or ownership of the pool does not have to change; the financial and maintenance responsibility would be removed from the city and transferred to a regional area because the pool is really a regional facility. In a discussion with one BPAC member, the YMCA has apparently expressed interest in coming and looking at the Aquatic Center to see if there is potential for the pool to be maintained and managed as a YMCA facility.

Finally, BPAC would like to acknowledge the hard work the Aquatic Center staff does every day. Many of the revenue-generating ideas brainstormed by the committee had already been investigated by the Aquatic Center staff. We recognize that many on the Aquatic Center staff are

working very earnestly, wearing multiple hats, and maintaining an excellent facility with a very small staff. We are not unappreciative of their diligent efforts.

Human Services Commission:

While the majority of BPAC felt that the \$105,000 budget of the Human Services Commission spent towards the needy was worthwhile, there was also a minority that felt this is not a government responsibility. However, given that “an unmatched quality of life” cannot be achieved or “seeded” without the support of city government, BPAC recommends continuing to fiscally supporting the Human Services Commission at a level of \$105,000 or 1% of the general fund, whichever is greater.

* * *

BPAC also looked carefully into the few revenue-raising options that Covington has available to it. As the BPAC committee began, many members were not in favor of new taxes. However, as BPAC examined the city’s revenue streams and department budgets, most opinions changed. The following are our thoughts about raising additional revenue for Covington:

Transportation Benefit District (TBD):

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

Levy Lid Lift:

It is the majority opinion of BPAC that Covington forgo seeking a levy lid lift at this time. Rather, BPAC believes the city’s lid lift difference should be held for future critical priorities. However, BPAC did agree that if the Transportation Benefit District (TBD) failed, a lid lift could be sought to fund short-term infrastructure needs. If this is the case, the BPAC recommends a “basic lift” that would sunset at a predetermined date. This approach would raise needed funds but allow the lift to reset to its current level, thereby providing the city with revenue but also sending a message of moderation and prudence to voters by not maintaining the increase beyond its designated use.

Rental Tax:

A new idea that came up towards the end of BPAC’s discussions is a “rental tax.” BPAC is aware of other jurisdictions within the United States utilizing rental taxes in various forms. New York allegedly has a rental tax and Arizona has one as well; the tax differentiates between commercial and a non-commercial rental rates. BPAC would like to include the concept as a talking point to Staff and Council as they search for new sources of revenue. Assuming that such a tax is not in lieu of the owner paying property taxes, it is arguably justified in light of the disproportional municipal services required in places of higher densities. A “rental tax” is new and somewhat out of the box thinking but other cities are talking about it. In Covington, with few apartment complexes to date, it may be an easy tax to enact now instead of later.

* * *

In BPAC’s discussions, we kept coming back to a few key ideas and aspects of Covington’s development that do not fit under a specific department or revenue. We present those here for the Council’s consideration:

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

Marketing:

BPAC strongly believes that Covington would benefit from a marketing professional. This individual would assist departments and commissions that are searching for ways to better promote and fund their respective areas. In just about every BPAC discussion, regardless of city department or service, there was strong desire for a marketing person to create synergy and to promote city services and amenities. Think of a marketing professional drawing in Valley Medical and MultiCare to partner with the parks department or aquatics to help defray some of their costs; think a marketing person that could assist Community Development and the Covington Economic Development Commission (CEDC) in making the Town Center become a reality; think of a Covington marketer to expand Covington Days so it rivals Kent Cornucopia Days. There is much possibility in Covington and we strongly feel that a marketing-savvy individual would be a catalyst for expansion and propelling forward some of the positive changes Covington's citizens have been wishing and waiting for.

Legislative Initiatives:

Although the politics of Olympia are another animal all by itself, and Covington utilizes a lobbyist, BPAC sees that it is counterproductive to have rules and regulations governing fees that go towards infrastructure improvements, yet prohibit said fees for maintenance of said improvements. BPAC specifically recommends Covington's lobbyist work towards a change in the rules and regulations governing impact fees to include maintenance of infrastructure and not just creation of infrastructure.

Town Center:

BPAC supports the concept of the Town Center and the benefits (and pride) that such a focal point can provide to residents and visitors alike. Having said that, we didn't go beyond the concept other than discussing how the grounds of Covington Elementary School are integral to the Town Center's development and the financial challenges ahead in developing that site.

Nor did we discuss the expansion of the health care industry in Covington, specifically MultiCare and Valley Medical, and that industry's effect on the Town Center. Those two organizations will likely spin off ancillary care facilities which will likely fuel the town center in the not-so-distant future.

BPAC Itself:

As earlier noted, the city invested a lot of time with BPAC and we really appreciate it. There wasn't anybody who walked away from the experience without learning something about city government and city finances. We recommend that BPAC continue on in some form, perhaps as a commission that meets once a month. The mission of BPAC could include:

- educating Covington residents on city finance and government,
- learning from Covington residents' experiences and skills (this inaugural group included those with law enforcement, human resources, business management, real estate and marketing experience among others)
- working with the various committees.

BPAC's new goals could include:

- using social media to inform the populace, and
- creating top-of-the-mind awareness of issues with financial repercussions that face the city (the Town Center, northern notch annexation and/or development, etc).

Lastly, former BPAC members may be willing to work with a new BPAC in order to lessen monthly city oversight and to impart what they learned during their experience – why reinvent the wheel?

Finally, BPAC must state how we deeply appreciate all of those who helped us through this experience, particularly Rob Hendrickson and Casey Parker of the finance department. Thanks to the City Manager, Derek Matheson, and to all the department heads who gave us their time and insight into how their respective departments operate. A special thank you goes to Jim Reid for helping us crystallize our thoughts and propel us forward. Thank you, Covington City Council members, for the time you invest in our city and your sincere desire to receive input from Covington’s citizens. We hope our report has provided you with insight into the priorities and wishes of the people who live in this growing and changing city.

Appendix: Department Directors' Priorities

At one point, BPAC asked if each Covington department director would write a paragraph about their department's most pressing needs and where they would allocate any extra money that came their way. We have included each director's response as an appendix for your own information and to compare against what BPAC felt were priorities and necessities.

Law Enforcement

1st priority would be to add at least one FTE, two if there is enough money.

With any additional revenues in the future, here is the direction we would like to go:

As the City's resident population increases, more businesses locate in Covington and hopefully the economy turns around, we need to look to the future needs of the Police Department over the next several years. Below are some of the services the Covington Police will need in order to respond to the demands of the community and improve the level of service we provide.

1. Special Emphasis Detectives (2) for narcotics, gang and other special investigative functions
2. Achieve two patrol officer minimums on all shifts, 7 days a week
3. Partner with Kent School District to fund a School Resource Officer
4. Additional Traffic Enforcement Officer (Swing shift/evening hours)
5. Crime Prevention/Storefront Officer
6. Dedicated DUI Officer
7. Increased office space with reception area
8. Dedicated Police Support Staff person (Receptionist)

Community Development

OPERATIONS FUNDS:

1. Increase the Code Enforcement Function from Half-Time to Full-Time

The code enforcement function was reduced from full-time to half-time in 2009 at the beginning of the recent economic recession. Since that time the demand for code enforcement services has increased, with a rise in the number of cases filed with the city. Even with more productivity, greater efficiency in prioritizing cases and improved resolution of long-standing enforcement cases; the demand for enforcement services continues to increase, and the complexity of enforcement cases is expanding. With the addition of city responsibility in our Public Works Department for administration of new National Pollution Discharge Elimination System (NPDES) standards, Covington has a new enforcement component that will have to be assumed by the city. Violations of these new storm water pollution standards will require action and enforcement by the city to comply with federal standards. Our code enforcement officer will have to assume these new responsibilities.

CAPITAL OR INVESTMENT FUNDS:

2. Set- aside of general funds for Town Center Infrastructure and a Public Space

As a driving force in creating new jobs, expanded employment, and increased sales tax revenue for Covington, a new pedestrian-friendly town center with a public gathering space should become the focal point of downtown Covington. This new public space should be anchored by a new city hall, along with other retail, office, and residential uses including major entities such as a movie theater, hotel, a public/private parking facility, and new residential uses. It can then also tie directly into a loop trail system along Jenkins Creek that is linked to our neighborhoods, schools sites, the new Covington Community Park, the Aquatics Center, and eventually the Soos Creek trail.

The city has an opportunity over the next several years to influence and stimulate this type of development, simply by working in a partnership with the private sector, specifically existing land owners and potential developers. The city has recently obtained a First Right of Refusal Agreement with the School District, a major property owner of 20 acres of land in the southern area of our downtown. The District intends to sell the property, possibly in the next 5 years. Under this agreement the District will notify the city and provide us with the opportunity to obtain the property. This land can then be used as leverage through a public private partnership to stimulate new development that will provide a long-term tax base for the city to pay for increased city services to our citizens. In addition the new development can provide new business types which our citizens have expressed a desire to have in Covington that will create an improved quality of life. Downtown Covington can then become a diverse mix of uses where people can work, shop, live and play. The new downtown Covington would be anchored by a new city hall, a public gathering place, a movie theater, a hotel, new retail/office uses, and new residential development.

The City should set-aside, on an annual basis, a small percentage of general fund revenues and deposit that revenue into an Opportunity Fund to be used to further this vision of our Town Center. As such it could fund new capital improvements, assist in acquisition of land, or leverage other public/private partnerships, such as a parking facility, that will create jobs and employment, develop new public spaces, support new retail and commercial growth, and encourage new residential dwellings in our Town Center, so it becomes a vibrant, diverse, unique pedestrian-friendly destination shopping complex not only for Covington citizens but also residents of the surrounding regional area.

Parks and Recreation

At some point in the future, the city will need to increase funding for parks planning, acquisition and development in order to catch up with, and keep up with population growth and meet goals established by the city council in the comprehensive plan. The comp plan sets a level of service for a variety of park and trail facilities in order to equitably provide an unmatched quality of life throughout the city, regardless of neighborhood, income, etc. The city needs to catch up with park and trail development in order to remain an attractive community and to protect property values over time.

Below is the information included in my presentation to the BPAC on April 4th, the needs are the same today as they were in April and they will only increase over time as the city grows without commensurate growth in parks and trails.

Over the last three years or so park system planning has been focused on Covington Community Park, development and implementation of the PROS Plan, adoption of the Parks Element in the Comp Plan, trail system planning such as the Pipeline Trail, Jenkins Creek Trail and the Tri-city

Trail, along with planning for park access, repair, renovation and enhancement, such as the tremendous needs to provide access, renovation and maintenance at Jenkins Creek Park.

According to the comp plan, unfunded needs during the next eight years include:

- Concept plans and cost estimates for: Town Center Park, South Covington Park, Covington Community Park Phase II, Jenkins Creek Trail, Pipeline Trail, and the Tri-city Connector Trail.
- Acquiring 21 acres for 4 – 7 new neighborhood parks
- Acquiring 50 acres for two new community parks
- Concept plans, cost estimates and grant funding for developing those six to nine new parks
- Acquiring r-o-w for approximately 11 miles of new trails

Why are we so far behind? Our development code requires new developments to provide recreation space to address the comp plan goals, or pay a “fee-in-lieu” which the city combines with other funds to provide parks and trails. However, the nature of development primarily produces private mini parks and a few private neighborhood parks. The city has 17 HOA parks, most of which have been built since incorporation. Only four of these are large enough to be considered neighborhood parks (2+ acres), with 40% of the acreage in one park (16 out of 40). Thirteen of the new parks range in size from .05 acres to 1.85 acres, with an average of .64 acres. Alternatively, if the private HOA mini park acreage had been consolidated into public neighborhood parks, we could potentially have four two-acre parks, cutting the current need for new neighborhood parks in half.

Relying on private development to provide the city’s park system is clearly not working. The city will need to increase its investment in park planning, acquisition and development or we will not meet our goals.

Public Works

In the very near future, as everyone knows the street fund will no longer be viable. This means that the Maintenance Team is also in peril of becoming non viable. Regardless of which revenue package is utilized the items listed below are what is needed to maintain the current basic services and provide the currently non funded basic services.

Programs

- Overlay program \$200,000 per year minimum(streets)
- Small capital program for streets and sidewalk projects \$50,000 minimum (streets)
- Crack sealing program \$25,000 minimum for equipment rental and materials (streets)
- Increase in operating supplies and rental for asphalt and sidewalk repairs and small installations by city crew - \$25,000 minimum combined (streets)
- Parks maintenance materials, supplies and basic equipment. This function is currently underfunded (Parks and Recreation)
- In-house sweeping program under evaluation in 2013. This could be partnership with other agencies. (while this primarily funded out of SWM currently some street, parks and facility funds should be assigned in the future)
- Facilities maintenance - If any expansion of the City owned facilities occurs resources to include staff will be needed to protect the investment and oversee operation of those facilities. (General)
- Fleet maintenance contract or coalition – As the fleet grows so does the maintenance need particularly with the new green fleet requirements and specialized equipment. A regional

coalition would be an effective way to address this issue. Cost sharing would lower the financial impact but not eliminate the costs. (All funds)

- Large capital program funding - While development provides this function somewhat and provides some impact fees, the cost of major capital programs are too costly to fund without grant funding. While grants are an effective way to provide these programs the control of the project goals are in the hands of the granting agencies not the community (CIP).
- Development opportunity fund.

*NOTE: The TBD revenues should they become available could be: \$250,000 to make up for general fund subsidy; \$250,000 overlay and small CIP; remainder (initially estimated \$170,000) to Street operations

Staff

- Maintenance Workers – Somewhere between 2 and 6 full time and 2 – 4 seasonal workers in the next ten years depending on development and growth of the parks system 2 – 4 FTE in Parks Maintenance (1 – 3 seasonal) and 1 SWM and street (1 seasonal and possibly 1 Streets and SWM for sweeper operator).
- Engineering Staff – 1 additional engineer tech to provide oversight of transportations program including overlay, asphalt condition, small CIP for transportation and pedestrian programs and manage grants: also one project manager/inspector/engineer tech to oversee all large capital programs throughout the city.
- Administration Staff – 1 part time office assistant to support basic administration functioning such as payroll, reporting, finance, grant and operational support.

**NOTE: Each addition of a staff member will be evaluated against contract services as always. For short term projects contractors can be effective and less costly. Long term projects or programs are clearly cheaper and more efficient with in-house professionals who have “buy in” to the city vision and provide multiple opportunities to utilize their skills at the same cost. The current staff cannot absorb any more programs or workload than it currently has. Prioritizing workload already occurs with many lower priorities remaining undone for long periods.

Equipment

- Multiple basic vehicles for engineering and maintenance field staff.
- Specialized park maintenance equipment based on future developed parks features.
- Specialized street maintenance equipment such as grinder, roller and crack seal machine
- Sweeper – if program is determined to be viable in 2013 study
- Fully operational Maintenance Facility within the next decade (could be a partnership with multiple agencies).

SUBJECT: CITY OF COVINGTON NON-BINDING STATEMENT OF INTEREST WITH RESPECT TO ENTERING INTO THE AMENDED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT WITH KING COUNTY.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Solid Waste Interlocal Agreement Summary
2. ILA Term Sheet
3. Draft Non-Binding Statement of Interest

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

King County and the Metropolitan Solid Waste Management Advisory Committee have been working together over the past two years to extend the *Solid Waste Interlocal Agreement of 1988*, of which Covington is a part. After intensive negotiations, a team of city and county representatives has reached agreement on a new ILA that will foster cooperation in our regional solid waste system. This agreement extends the original ILA by 12.5 years, from June 2028 through December 2040, which will keep rates lower by allowing for longer-term bonding for capital projects.

The new ILA includes several significant enhancements over the original ILA. It deals much more effectively with liability, establishing a protocol for payment of environmental liabilities, if and when they arise, including insurance and reserves. The intent to protect both city and county general funds from environmental liabilities to the greatest extent feasible is explicit. Other improvements over the original ILA include:

- Commitment to the continued involvement of the Metropolitan Solid Waste Advisory Committee (MSWAC);
- An expanded role for cities in system planning, including long-term disposal alternatives and in establishing financial policies;
- A dispute resolution process, which includes non-binding mediation; and
- An acknowledgment that solid waste facilities are regional facilities and host cities and neighboring cities may receive mitigation for impacts.

The first step in the decision making process is to fulfill the King County Solid Waste Division's request in sending this Non-Binding statement from Covington to express interest or not in signing the new ILA. To accomplish this, the county has asked that we complete the attached form (Attachment 1), indicating which option best represents Covington's position at this time by providing it to them with the city representative's signature by close of business January 31, 2013. This statement is non-binding, but will assist the county in planning.

In order to develop, in collaboration with MSWAC, financial policies that will affect the next rate study, the county needs each city to act on the ILA by April 30, 2013. Staff has tentatively scheduled a future agenda item for the consideration of Covington's City Council approval of the ILA for the March 12th City Council Meeting.

Prior to this item on the agenda (during Public Communication) Kevin Kiernan and Diane Yates from King County Solid Waste will be providing a PowerPoint presentation on the ILA update and will be available for questions.

ALTERNATIVES:

City of Covington Non-Binding Statement of Interest with Respect to Entering into the Amended and Restated Solid Waste Interlocal Agreement.

Option #1

It is **likely** that my city will sign the Amended and Restated Solid Waste Interlocal Agreement.

Option # 2

It is **not likely** that my city will sign the Amended and Restated Solid Waste Interlocal Agreement.

FISCAL IMPACT:

Option #1 - has no fiscal impact at this time

Option # 2 – Would identify Covington as a non extending city. Non-extending cities would be in a different customer class than extending cities. Non-extending cities would be charged rates to ensure their portion of transfer station debt is fully repaid by June 2028. As a result, their rates would be \$7 - \$9 per ton higher than for cities extending the ILA.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Provide staff direction on the Non-Binding Statement of Interest.

REVIEWED BY: City Manager; City Attorney and Finance Director

Solid Waste Interlocal Agreement (ILA) Summary

Overview

The County and cities have been working together over the past two years to negotiate an extension of the Solid Waste Interlocal Agreement of 1988, which lasts through June 2028 and has been adopted by every City in King County, except Seattle and Milton. Extension of the agreement will allow for the financing of transfer station system improvements with long-term bonds of at least twenty years, as well as provide the opportunity to update the agreement.

In mid-2012 negotiations stalled over environmental liability. Sound Cities Association (SCA) adopted liability principles, included in Attachment A, which were subsequently agreed to by the King County Executive and which guided the last negotiations. Agreement has been reached between the County and cities on an Amended and Restated Solid Waste Interlocal Agreement (ILA), which was distributed to cities at the end of December for their review and approval by April 30, 2013.

Amended and Restated Solid Waste Interlocal Agreement

The Amended and Restated ILA updates many issues, including the following (ILA Term Sheet included in Attachment B):

- Extension of the term of the ILA;
- Liability;
- Governance;
- Dispute Resolution;
- Cedar Hills Landfill Rent; and
- Host City Mitigation.

Key Improvements over the current ILA include the following:

Term: The ILA is extended 12.5 years, from June 2028 to the end of 2040. The ILA recognizes the need for solid waste transfer station improvements, which are being designed to last fifty years. Extension of the ILA will allow for longer-term bonds to finance these improvements, keeping solid waste rates lower. Estimated rate savings on debt from long-term bonds is \$7 to \$9 per ton, with system-wide savings of about \$4 million in the 2013/14 rate period.

Liability: Updates liability provisions to protect City and County general funds from environmental liability, per principles adopted by Sound Cities Association:

- Nothing in the agreement creates new environmental liability or releases any third party from environmental liability;
- Establishes a protocol for setting aside solid waste system funds to pay for environmental liability and, if necessary, a fair and equitable process for distributing funds; and
- Explicitly recognizes the intent of the parties to protect City and County general funds to the extent possible from environmental liability, including:
 - Purchasing insurance;
 - Establishing an environmental reserve fund;
 - Pursuing grants to cover costs; and
 - Developing a financial plan, including a rate schedule to cover costs.

Governance: Formalizes and increases City role in solid waste system planning. The Metropolitan Solid Waste Advisory Committee (MSWAC) is memorialized in the ILA; this committee is currently established in the King County Code, but not in the current ILA. A framework is established for reviewing financial policies and long-term disposal options upon the closure of the Cedar Hills Landfill (2025 is the earliest anticipated closure of Cedar Hills). The policy role of the Regional Policy Committee as provided by the King County Charter is retained.

Dispute Resolution: Adds new dispute resolution section with more standard provisions, similar to those used in other multi-party agreements with the County, including non-binding mediation.

Cedar Hills Landfill Rent: Provides for the payment of rent for the use of the Cedar Hills Landfill and the process for establishing rent, including City input and appraisals to guide the establishment of rent.

Mitigation: Adds new mitigation provisions for host and neighboring cities, guided by principles adopted by Sound Cities Association and in accordance with state law. These provisions acknowledge that solid waste facilities are regional facilities, host and neighboring cities may sustain impacts and three types of mitigation are identified to mitigate impacts of these facilities.

King County distributed the Amended and Restated ILA at the end of 2012. The County has requested from cities a non-binding statement of interest in signing the ILA by January 31, 2013 as the County must issue bonds in February to finance the new Bow Lake Transfer Station, since short-term financing expires next month.

**Amended and Restated Solid Waste Interlocal Agreement
between King County and Cities**

ILA Term Sheet

- Accountability
- Durability: address long-term needs
- Transparency
- Simplicity

Part I: Contract Term, Capital Financing, and Ability to Terminate Agreement in Advance	
Contract Term	ILA is extended 12.5 years, through December 2040. As of June 2012, there would be 28.5 years remaining on the contract.
Bond Term How long could the financing term be for bonds funding the Transfer Station improvement plan?	20 to 28 years, depending on when each series of bonds to finance the transfer station projects is issued.
Disposal Fees (tonnage rates)	Significantly lower cost per ton is possible as compared to the “no extension” option The longer the term, the higher the total price paid for the improvements (more interest paid).
Negotiated ILA Extension	An ILA extension is likely to be necessary at some point during the term of the amended ILA in order to accommodate a cost-effective long-term disposal solution after Cedar Hills closes. The ILA will include language describing the parties’ intent to enter into negotiations to extend the ILA before Cedar Hills closes, but after such time as the region has made a decision on the long-term disposal option; that decision will require amending the Comprehensive Solid Waste Management Plan (CSWMP). The parties could choose to begin the negotiations before ratification of the CSWMP amendment is complete. The amended ILA cannot compel either party to agree to a future extension of the term.
If Cedar Hills closes on schedule (2025), what happens if the ILA is <u>not</u> extended again?	The County would have to provide disposal at another location for 15 years (2025 through 2040). The City will continue to be part of the County system during that time. This is a relatively short time period and as a result the assumption is that costs would likely be considerably more expensive than disposal at Cedar Hills.
Early Termination Will cities have the ability to terminate the ILA early?	No. If a city has the ability to terminate the ILA early, the County will, in exchange, need to be able to recoup from that city, at a minimum, all the debt service costs associated with the terminating city’s share of the transfer station system upgrades. Not included because the cost of prepaying debt service for a city’s share of transfer station system improvements is likely to be so expensive that no city would choose

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	to exercise this option. It would imply the city would prepay for a 50-year asset after a few years, and, the terminating city would not be assured of having access to the system assets after leaving.
What if some cities don't agree to extend the ILA?	<p>Non-extending cities would be in a different customer class than extending cities.</p> <p>Non-extending cities would be charged rates to ensure their portion of transfer station debt is fully repaid by June 2028. As a result, their rates would be \$7-\$9 per ton higher than for cities extending the ILA.</p>
Part 2: Governance	
Cities Advisory Committee	<p>The Cities advisory committee (MSWMAC) is memorialized within the ILA as the Metropolitan Solid Waste Advisory Committee (MSWAC). Its structure and operations are no longer controlled by County Code. It has the same composition, same rules as today:</p> <ul style="list-style-type: none"> • Each city may appoint a delegate and alternates to MSWAC. • MSWAC retains its existing responsibilities. • MSWAC will elect a chair and vice-chair, and adopt its own bylaws. • MSWAC will be staffed by the County. • MSWAC remains an advisory body. It will coordinate with the Solid Waste Advisory Committee (SWAC) and provide advice to SWAC as it deems appropriate. MSWAC will also provide recommendations to the County Executive, County Council, and other entities. <p>The County agrees to consider and respond on a timely basis to questions and issues from MSWAC, including but not limited to development of efficient and accountable billing practices.</p>
Regional Policy Committee (RPC)	<p>The role of the RPC is not affected by the amended and restated ILA. The RPC will retain its current charter role in acting on Comprehensive Solid Waste Management Plan (CSWMP) amendments and financial policies. Its existing responsibilities as the Solid Waste Interlocal Forum will continue through the end of the current ILA in June 2028. After 2028 those responsibilities will go to the RPC.</p>
Part 3: Comprehensive Solid Waste Management Plan	
<p>Process The CSWMP is reviewed and amended as needed. Several years before the Cedar Hills Landfill closes, the CSWMP will be amended to include language defining the regional disposal option.</p>	<p>The ILA will confirm current practice that the County Council acts to approve the CSWMP <i>subject to ratification</i>, in the same way that Countywide Planning Policies are now first approved by the County and then subject to ratification.</p> <p>The County will act after seeking input from MSWAC, among others.</p> <p>Once the County action is effective, the ratification period would run for 120 days.</p>

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Ratification Requirement The current ILA requires that jurisdictions representing 75% of the contract city population must approve CSWMP changes. The 75% is determined based on those cities taking a position.	The negotiating team considered modifying the ratification requirement. Because of the difficulties of administering two different ratification processes if some cities extend and others do not, the current process was left unchanged. It has been used several times over the term of the agreement without significant problems.
Part 4: Other Issues	
Parties Obligations to Communicate	The parties will endeavor to notify each other in the event of the development of any plan, contract, dispute, use of environmental liability funds or other solid waste issue that could have potential significant impacts on the City and/or Cities, the County and/or the regional solid waste system.
Emergency Planning	The County and the cities will coordinate on the development of emergency plans related to solid waste, including but not limited to debris management.
Grants	The ILA will include a provision confirming that grants to cities in support of programs that benefit the Solid Waste system are a permissible use of system revenues.
Mitigation	<p>The ILA will acknowledge that solid waste facilities are regional facilities and host cities and neighboring cities may sustain impacts for which there are three types of mitigation:</p> <ol style="list-style-type: none"> 1. When new facilities are sited, or existing facilities are reconstructed, mitigation will be determined with advance input from host communities and neighboring cities, and per state law. The County will collaborate with potential host cities and neighboring cities in advance of both the environmental review and permitting processes, including seeking advance input from such cities as to potential impacts that should be addressed in scoping of environmental studies/documents, or in developing permit applications. 2. With respect to existing facilities, the County will continue the full range of operational mitigation activities required under law (odor and noise control, maintenance, litter cleanup, etc.). 3. The ILA will recognize the rights of cities to charge the County for direct impacts from operations consistent with State law (RCW 36.58.080). Cities that believe they are entitled to such mitigation may request the County undertake technical studies to determine the extent of such impacts; the County will undertake analysis it determines is reasonable and appropriate. The costs of such studies will be System costs. Dispute resolution would occur per the state statute provision, rather than the ILA dispute resolution provisions. <p>Cities retain their full regulatory authority with respect to design, construction or operation of facilities within their jurisdiction.</p>

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<p>Cedar Hills Landfill Rent The County began leasing the Cedar Hills Landfill from the state in 1960 at a time when the solid waste function was still part of County General Fund operations. Throughout the '60s, '70s and into the '80s, the solid waste system was operated as part of the General Fund through a mix of County General Fund monies and solid waste fees. In 1983, the County formally began the effort to transform the solid waste system from a General Fund operation to a self-sustaining utility enterprise, fully funded from system revenues-- primarily tipping fees charged at the Cedar Hills Landfill. The Landfill was acquired by the General Fund from the state in 1992 and remains a General Fund asset. The General Fund began charging the Division for the use of this asset in 2004.</p>	<p>The ILA will acknowledge that rent is charged to the Division for use of the Cedar Hills Landfill, and clarify how the rent will be determined.</p> <p>The County will continue to charge the Solid Waste System rent for use of the Cedar Hills Landfill. The Landfill is a General Fund asset.</p> <p>The ILA will ensure that Landfill rent will be based on third party professional valuations using accepted MAI valuation principles. Cities will have input into the selection of the appraiser and will have an opportunity to review and comment on data inputs provided by the System to the appraiser for purposes of conducting the appraisal.</p> <p>The December 2011 appraisal setting the rent value for the period from 2013 through 2025 (the current estimated end of the Landfill's useful life) will be adjusted downward to ensure that the System is not charged for Landfill capacity that was included and paid for by the System per the previous (2004) appraisal. The same adjustment will be made with respect to any future appraisal.</p> <p>The ILA will define a clear process by which the value of Cedar Hills to the Division, and the associated rent, may be revalued during the Agreement, and will ensure engagement of MSWAC in that process.</p> <p>Rent costs are an operating cost to the Division that will be incorporated into solid waste rates. MSWAC will have input on all rate proposals, as well as the specific schedule of rent payments derived from the new appraisal.</p> <p>The County will commit to not charge General Fund rent for any transfer station property now in use, and will not charge General Fund rent for assets acquired in the future solely from System revenues. Assets owned by other County funds (e.g., the Roads Division, or other funds) will be subject to rent (and vice versa). Any revenue generated from System owned assets will be treated as revenues of the System.</p>
<p>Financial Policies</p>	<p>The County will develop financial policies to guide the Division's operations and investments. The policies will address debt issuance, cost containment, reserves, asset ownership and use, and other financial issues. The policies will be developed through discussion with MSWAC, RPC, the County Executive and the County Council. Such policies will periodically be codified at the same time as CSWMP updates, but may be adopted from time to time as appropriate outside the CSWMP update cycle.</p>
<p>Dispute Resolution</p>	<p>The ILA will replace the current dispute resolution provisions involving State DOE (State DOE is not willing to serve the role ascribed to it in the current ILA) with more standard provisions, similar to those used in other multi-party County ILAs. In event of a dispute, the first step will be for staff from the parties to meet. If the issue is not resolved, then the City Manager/Administrator from the city(ies) and the County Executive will meet. If the issue is still not resolved, non-binding mediation may be pursued if any party so chooses, prior to pursuing formal legal action. All cities will be notified of disputes at each step, and may join the dispute if they so choose. Costs of mediation will be split, with the cities (all those participating in the matter) paying half of the costs and the County paying half of the costs.</p>

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Liability	<p>SCA Principles as agreed to by Executive Constantine form the basis for the Environmental Liability section. The County and the Cities agree that System-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates. A protocol for payment of liabilities if and when they arise is established including:</p> <ul style="list-style-type: none"> • Insurance, if commercially available with cities as additional insured • Any reserves established for environmental liability shall survive for 30 years after the closure of the Cedar Hills Landfill. • Grants to the extent available • Developing a financial plan including a rate schedule in consultation with MSWAC <p>Specific language is included indicating it is the intent of the parties to protect their general funds from Environmental Liabilities to the greatest extent feasible.</p>
Severability	<p>Team agreed not to include a severability section. Effect is that in the event one section of the contract is found to be invalid the Parties will need to meet to discuss how to remedy the issue</p>
Survivability	<p>No obligations of the agreement shall survive the expiration of the contract except portions of the liability section including:</p> <ul style="list-style-type: none"> • A three year obligation for tort related operational liability • Any insurance in effect at the end of the agreement shall continue for the term of the policy • Reserve fund is retained for 30 years following Cedar Hills closure
Flow Control	<p>Language in Section 6.2 is simplified to state “The City shall cause to be delivered to the County disposal system...” It does not specify what means the City shall use to accomplish this.</p>
County Commitment to Transfer Station Plan	<p>Section 6.1.g is amended to state “The County shall provide facilities and services pursuant to the Comprehensive Solid Waste Management Plan and the Solid Waste Transfer and Waste Management Plan as adopted...”</p>
Long-Term Bonds	<p>Section 6.1.f includes “The County shall primarily use long term bonds to finance transfer system improvements.” This recognizes that in the past these improvements have been partially funded by cash. This section also includes a commitment to develop, through discussions with MSWAC, financial policies.</p>



King County

Department of Natural Resources and Parks
Solid Waste Division

December 28, 2012

TO: The Honorable Margaret Harto, Mayor
City of Covington

RE: Request for Non-Binding Statement of Interest in signing an Amended and Restated Solid Waste Interlocal Agreement by January 31, 2013

We are requesting a non-binding statement from each City as to whether you are interested in signing the *Amended and Restated Solid Waste Interlocal Agreement*. To accomplish this, we are asking that a representative of the City complete the form below, indicating which option best reflects the City's position at this time, and email it to me by close of business January 31, 2013. Again, this is non-binding, but will assist the County in planning.

Please respond by completing the information below:

City of Covington Non-Binding Statement of Interest with Respect to Entering into the Amended and Restated Solid Waste Interlocal Agreement.

It is **likely** that my City will sign the Amended and Restated Solid Waste Interlocal Agreement.

It is **not likely** that my City will sign the Amended and Restated Solid Waste Interlocal Agreement.

My Name/Title: _____ **Date:** _____

If you have any questions about the attached materials, please call or email me at 206-296-4385 or pat.mclaughlin@kingcounty.gov.

- cc: Derek Matheson, City Manager, City of Covington
- Glenn Akramoff, Public Works Director, City of Covington
- Jim Scott, Councilmember, City of Covington
- Shellie Bates, PW Admin Asst, City of Covington
- Sharon Scott, City Clerk, City of Covington
- Deanna Dawson, Executive Director, Suburban Cities Association
- Diane Carlson, Director of Regional Initiatives, King County Executive Office
- Christie True, Director, Department of Natural Resources & Parks (DNRP)
- Kevin Kiernan, Assistant Division Director, Solid Waste Division (SWD), DNRP
- Diane Yates, Intergovernmental Liaison, SWD, DNRP

DISCUSSION OF FUTURE AGENDA TOPICS:

**6:00 p.m. Tuesday, February 12, 2013 Special Meeting -
Study Session**

7:00 p.m. Tuesday, February 12, 2013 Regular Meeting

(Draft Agendas Attached)

Covington: Unmatched quality of life



CITY OF COVINGTON SPECIAL MEETING AGENDA CITY COUNCIL STUDY SESSION

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

Tuesday, February 12, 2013 - 6:00 p.m.

*****Please note meeting start time *****

GENERAL INFORMATION:

The study session is an informal meeting involving discussion between and among the City Council, Commission (if applicable) and city staff regarding policy issues. Study sessions may involve presentations, feedback, brainstorming, etc., regarding further work to be done by the staff on key policy matters.

CALL CITY COUNCIL STUDY SESSION TO ORDER

ROLL CALL

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION

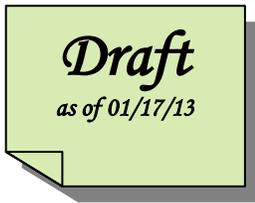
1. Update on Public Process
2. Council Design Input

PUBLIC COMMENT *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.*

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at 253-480-2405 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service 800-833-6384 and ask the operator to dial 253-480-2400.

****Note* A Regular Council meeting will immediately follow at approximately 7:00 pm***



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



Tuesday, February 12, 2013
7:00 p.m.

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

****Note**** A Special Meeting is scheduled from 6:00 to 7:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Announcement of Volunteer of the Year and Commissioner of the Year (Council)

RECEPTION

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

APPROVE CONSENT AGENDA

- C-1. Minutes: January 22, 2013 Special and Regular Meetings (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Regional Disaster Plan (Akramoff)
- C-4. Accept TIB Grant for Wax Road/240th Overlay (Akramoff)

CONTINUED BUSINESS

- 1. Continue Discussion on Preliminary Solid Waste Contract with Republic Services (Akramoff)

NEW BUSINESS

- 2. Approve Contracts for Northern Gateway Phase II (Hart)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

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

ADJOURN

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