



**CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA**

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**Tuesday, September 22, 2015
7:00 p.m.**

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Roadmap to 70% Recycling (Pat McLaughlin & Jeff Gaisford with King County Solid Waste Division) – 20 minutes

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

APPROVE CONSENT AGENDA

- C-1. Vouchers (Hendrickson)
- C-2. Approve Street Sweeping Contract Amendment No. 1 (Vondran)
- C-3. Approve Jenkins Creek Park Pedestrian Project Change Order No. 1 and Amendment No. 4 (Vondran)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: June 11, July 9, August 13, and September 10 meetings.
- Parks & Recreation Chair Laura Morrissey: August 19 and September 16 meetings.
- Planning Chair Bill Judd: August 6, August 20, & September 17 meetings (Sept. 3 canceled).
- Arts Member Jennifer Harjehausen: August 13 and September 10 meetings.
- Economic Development Council Co-Chair Jeff Wagner: August 27 meeting.

NEW BUSINESS

- 1. Appointment to Human Services Commission (Council)
- 2. Annual Aquatics Update Presentation – 30 minutes (Bahl)
- 3. Consider Ordinance to Include Mandatory Garbage Collection and/or Yard Waste & Recycling (Vondran)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

- To Discuss Potential Litigation Pursuant to RCW 42.30.110(1)(i)

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: September 22, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #33030-33081, including ACH payments and electronic funds transfers, in the amount of \$434,385.87 dated September 4, 2015.

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 #33030-33081, including ACH payments and electronic funds transfers, in the amount of \$434,385.87 dated September 4, 2015.

September 4, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33030 through Check #33081, including ACH payments and electronic funds transfers

In the Amount of \$434,385.87

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
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 9/3/2015 1:52 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
39	1917	US Bank National Association	09/01/2015	
	1917-9	Credit card fees for August transactions		61.65
	1917-9	Credit card fees for August transactions		10,655.78
Total for Check Number 39:				10,717.43
Total for 9/1/2015:				10,717.43
ACH	0706	Covington Retail Associates	09/04/2015	
	4632	1st floor; building lease, September		26,359.92
	4632	1st floor; operating expenses, September		10,401.29
	4633	2nd floor; building lease, September		3,362.83
	4633	2nd floor; operating expenses, September		1,406.68
Total for this ACH Check for Vendor 0706:				41,530.72
ACH	1408	Washington Workwear Stores Inc.	09/04/2015	
	11680	Buck; work shirts		237.77
Total for this ACH Check for Vendor 1408:				237.77
ACH	1828	Kathleen Kirshenbaum	09/04/2015	
	1828-9	Kirshenbaum; defense screenings, mileage		59.78
Total for this ACH Check for Vendor 1828:				59.78
ACH	2044	Karla Slate	09/04/2015	
	2044-9	CiderFest; sausage reimbursement		224.55
Total for this ACH Check for Vendor 2044:				224.55
ACH	2250	SBS Legal Services	09/04/2015	
	C058	Legal services; August		9,367.49
Total for this ACH Check for Vendor 2250:				9,367.49
ACH	2262	Voyager Fleet Systems Inc.	09/04/2015	
	869285460535	Vehicle fuel		1,365.69
Total for this ACH Check for Vendor 2262:				1,365.69
ACH	2555	NuCO2 LLC	09/04/2015	
	46181560	Aquatics; CO2 for pH control		88.89
	46213830	Aquatics; CO2 lease		74.92
Total for this ACH Check for Vendor 2555:				163.81
ACH	2621	Jaquelyn Martinsons	09/04/2015	
	2621-9	KidsFest; reimbursement for prizes/supplies		147.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for this ACH Check for Vendor 2621:	147.74
33030	0955 10394014	American Red Cross Water Safety Instructor courses	09/04/2015	140.00
			Total for Check Number 33030:	140.00
33031	2033 9386	Aquatic Specialty Services Aquatics; pool chemicals	09/04/2015	1,458.41
			Total for Check Number 33031:	1,458.41
33032	0077 IVC001979	Association of WA Cities Harto; AWC conference, hotel	09/04/2015	281.88
			Total for Check Number 33032:	281.88
33033	0019	AWC Employee Benefits Trust	09/04/2015	
	100315L0920150	Medical Insurance Premiums, September		442.89
	100315L0920150	Medical Insurance Premiums, September		1,125.00
	100315L0920150	Medical Insurance Premiums, September		8,983.53
	100315L0920150	Medical Insurance Premiums, September		6,713.40
	100315L0920150	Medical Insurance Premiums, September		1,899.25
	100315L0920150	Medical Insurance Premiums, September		2,196.79
	100315L0920150	Medical Insurance Premiums, September		2,268.34
	100315L0920150	Medical Insurance Premiums, September		6,941.83
	100315L0920150	Medical Insurance Premiums, September		1,774.22
	100315L0920150	Medical Insurance Premiums, September		2,479.93
	100315L0920150	Medical Insurance Premiums, September		809.71
	100315L0920150	Medical Insurance Premiums, September		750.00
	100315L0920150	Medical Insurance Premiums, September		5,982.83
	100315L0920150	Medical Insurance Premiums, September		10,749.79
			Total for Check Number 33033:	53,117.51
33034	2773	Batteries Plus Bulbs #898	09/04/2015	
	127-302921	School zone beacons; batteries, use tax		-12.03
	127-302921	School zone beacons; batteries		151.93
	898-102515-01	Maint shop; batteries		162.36
	898-102515-01	Maint shop; batteries		81.17
	898-102515-01	Maint shop; batteries		162.36
			Total for Check Number 33034:	545.79
33035	0026 1844	C&B Awards New designed name badges; council/manager	09/04/2015	148.56
			Total for Check Number 33035:	148.56
33036	1080 4802065315	CCH Incorporated Governmental GAAP guide	09/04/2015	360.93
			Total for Check Number 33036:	360.93
33037	2270 6317966698B-9	CenturyLink City hall; telephone, 8/13-9/13/15	09/04/2015	101.74
			Total for Check Number 33037:	101.74
33038	0366 08/12/2015	City of Covington #BL03-211; annual fire inspection	09/04/2015	145.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33038:	145.75
33039	0219 INV02278	City of Maple Valley Building inspector services; July	09/04/2015	3,206.25
			Total for Check Number 33039:	3,206.25
33040	1170 GW2797155-1	Coastwide Laboratories Aquatics; toilet paper	09/04/2015	48.23
			Total for Check Number 33040:	48.23
33041	2809 2809-9	Sean Conway Flag football; field paint	09/04/2015	10.84
			Total for Check Number 33041:	10.84
33042	0537 104587-9 105731-9 132670-9	Covington Water District Crystal view; water, 7/18-8/21/15 SR 516; water, 7/18-8/21/15 CCP; water, 7/18-8/21/15	09/04/2015	690.80 58.60 4,449.05
			Total for Check Number 33042:	5,198.45
33043	2467 7118977	Department of Enterprise Services Thomas; DES Supervision training, registration	09/04/2015	235.00
			Total for Check Number 33043:	235.00
33044	0699 0699-9	Department of Licensing Drivers abstracts	09/04/2015	26.00
			Total for Check Number 33044:	26.00
33045	1213 075540	Everson's Econo-Vac, Inc. Vactor truck service, 8/14/15	09/04/2015	1,106.69
			Total for Check Number 33045:	1,106.69
33046	1996 150815 150815 150815	Facility Maintenance Contractors Maint shop; janitorial service Maint shop; janitorial service Maint shop; janitorial service	09/04/2015	113.60 56.80 113.60
			Total for Check Number 33046:	284.00
33047	2045 23217	Goodbye Graffiti Seattle Everclean program, September	09/04/2015	431.14
			Total for Check Number 33047:	431.14
33048	0354 9819421356	Grainger CCP; hand sanitizer refill	09/04/2015	109.65
			Total for Check Number 33048:	109.65
33049	0302 15447.00-000006 15563.00-000001	Gray & Osborne Clements Drainage; engineering, 7/19-8/15/15 CIP 1086; engineering, 7/19-8/15/15	09/04/2015	10,118.15 732.36
			Total for Check Number 33049:	10,850.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33050	2936 2936-9	Great Northwest Martial Arts Academy Instructor payment; August	09/04/2015	48.00
Total for Check Number 33050:				48.00
33051	2648 2648-9	Hart's Gymnastics Instructor payment; Gymnastics, August	09/04/2015	737.60
Total for Check Number 33051:				737.60
33052	2957 0000002 0000004	Helix Design Group Town Center; mileage, 6/28/-8/1/15 Town Center; services, 6/28/-8/1/15	09/04/2015	21.18 3,095.00
Total for Check Number 33052:				3,116.18
33053	1702 9100667286	J.J. Keller & Associates, Inc. FMLA Essentials manual	09/04/2015	585.35
Total for Check Number 33053:				585.35
33054	1046 1046-9	Kentwood High School Instructors payment; Dance camp	09/04/2015	3,490.83
Total for Check Number 33054:				3,490.83
33055	2790 2015SU-F280	Kidz Love Soccer Instructor payment; Summer Soccer	09/04/2015	1,330.00
Total for Check Number 33055:				1,330.00
33056	1514 1514-9	King County District Court Court services; 2014 contract reconciliation	09/04/2015	39,226.00
Total for Check Number 33056:				39,226.00
33057	0204 0204-9	King County Pet Licensing Pet license remittance; August	09/04/2015	1,160.00
Total for Check Number 33057:				1,160.00
33058	3002 3002-9	Locust Cider CiderFest; product poured	09/04/2015	241.20
Total for Check Number 33058:				241.20
33059	2367 144108	Magnum Print Solutions Toner	09/04/2015	148.68
Total for Check Number 33059:				148.68
33060	3003 3003-9	Andrew McCurdy CiderFest; off duty security and traffic control	09/04/2015	256.84
Total for Check Number 33060:				256.84
33061	3004 6124474 6124474 6124474 6124474	Motion & Flow Control Products Inc. Maint shop; punch tool #3497; clamps/bits Maint shop; punch tool Maint shop; punch tool	09/04/2015	18.86 20.31 37.72 37.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33061:	114.61
33062	0004	Office Depot	09/04/2015	
	1821333183	Office supplies		136.86
	786101845001	Office supplies		195.14
	786970139001	Office supplies		105.99
	786970288001	Office supplies		10.49
			Total for Check Number 33062:	448.48
33063	1249	Orca Pacific Inc.	09/04/2015	
	17304	Aquatics; pool chemicals		338.83
			Total for Check Number 33063:	338.83
33064	0818	Pacific Office Automation	09/04/2015	
	46909434	Copier lease; 8/15-9/14/15		122.47
			Total for Check Number 33064:	122.47
33065	2499	Partner Construction Products	09/04/2015	
	7389	Crack sealer parts		34.75
			Total for Check Number 33065:	34.75
33066	2923	Prime	09/04/2015	
	117498	City hall; lamp ballast replacement		265.72
			Total for Check Number 33066:	265.72
33067	0161	Puget Sound Energy	09/04/2015	
	300000001788-9	Streets; electricity, 6/2-7/30/15		17,007.46
	300000001788-9	Streets; electricity, 6/2-7/30/15		120.25
			Total for Check Number 33067:	17,127.71
33068	0292	Puget Sound Regional Council	09/04/2015	
	2016021	PSRC member dues; 7/1/15-6/30/16		5,643.00
			Total for Check Number 33068:	5,643.00
33069	1905	Sharp Electronics Corporation	09/04/2015	
	C837278-701	Reception copier; usage, 7/20-8/15/15		16.13
	C837489-701	Copier; usage, 7/27-8/17/15		21.50
	C837489-701	Copier; usage, 7/27-8/17/15		14.34
	C837490-701	Police copier; usage, 7/24-8/24/15		27.65
			Total for Check Number 33069:	79.62
33070	2668	Sonsray Machinery, LLC	09/04/2015	
	R00342	Sidearm mower rental; 7/14-8/10/15		7,164.18
	R00342	Sidearm mower rental; 7/14-8/10/15		1,264.27
			Total for Check Number 33070:	8,428.45
33071	0736	Sound Security, Inc.	09/04/2015	
	777638	Security monitoring, 9/1-9/30/15		1,003.00
	777638	Maint shop; secure monitoring, 9/1-9/30/15		40.80
	777638	Maint shop; secure monitoring, 9/1-9/30/15		40.80
	777638	Maint shop; secure monitoring, 9/1-9/30/15		20.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33071:	1,105.00
33072	2504 3863	Stalzer and Associates Comprehensive Plan Update; 5/1-7/31/15	09/04/2015	30,996.40
			Total for Check Number 33072:	30,996.40
33073	0281 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9 006355510001-9	Standard Insurance Company Life Insurance Premiums, September Life Insurance Premiums, September	09/04/2015	44.13 116.20 95.97 192.20 87.89 283.97 175.20 512.24 311.17 600.60 181.55 97.19 7.91 583.51 361.80
			Total for Check Number 33073:	3,651.53
33074	3006 204693 204693	Supreme Audio Inc. Aquatics; speaker, waterproof headset bundle, us Aquatics; speaker, waterproof headset bundle	09/04/2015	-143.36 1,810.36
			Total for Check Number 33074:	1,667.00
33075	2556 114-3208025	United Site Services Gardner property; temporary fence, 8/8-9/4/15	09/04/2015	355.77
			Total for Check Number 33075:	355.77
33076	2103 285128039 285440046 285684478	US Bancorp Equip Finance Inc. Workroom; copier lease, September Reception; copier lease, September Police; copier lease, September	09/04/2015	639.10 93.40 93.40
			Total for Check Number 33076:	825.90
33077	0357 0016078	Valley Communications 800 MHz access fee; August	09/04/2015	75.00
			Total for Check Number 33077:	75.00
33078	0925 0925-9 0925-9-1	Jeff Wagner Wagner; AWC conference, mileage Wagner; GMPC meeting, mileage	09/04/2015	160.86 32.20
			Total for Check Number 33078:	193.06
33079	2652 5002417968	Wells Fargo Financial Leasing Plotter/scanner lease; 9/10-10/9/15	09/04/2015	227.09
			Total for Check Number 33079:	227.09
33080	3005	WHH Nisqually Federal Services LLC	09/04/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1	CIP 1014; construction, 7/24-7/31/15		47,188.87
	2	CIP 1014; construction, 8/1-8/28/15		123,529.62
			Total for Check Number 33080:	170,718.49
33081	3007 1120195.002	Oliria Zermeno Covington Aquatic Center; overpayment	09/04/2015	4.00
			Total for Check Number 33081:	4.00
			Total for 9/4/2015:	423,668.44
			Report Total (61 checks):	434,385.87

Consent Agenda Item C-2

Covington City Council Meeting

Date: September 22, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO AGREEMENT FOR SERVICES WITH BEST PARKING LOT CLEANING FOR THE JOINT COVINGTON/MAPLE VALLEY STREET SWEEPING.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Amendment #1 to Agreement for Services with Best Parking Lot Cleaning

PREPARED BY: Shellie Bates, Programs Supervisor

EXPLANATION:

In September 2014 the City Council awarded the Street Sweeping Agreement to the lowest, most qualified bidder, Best Parking Lot Cleaning, in an amount not to exceed \$119,521 to perform street sweeping services in Covington and Maple Valley as outlined in the agreement.

As per Section 3 of the current agreement between the City of Covington and Best Parking Lot Cleaning which states, "This contract may be renewed each September for the succeeding two (2) years (2015/2016 and 2016/2017) upon performance audit and approval by the City. The unit price of the contract will be adjusted each year using the Seattle-Tacoma Consumer Price Index – Urban (CPI-W) rate starting with June of 2014 as the initial benchmark and the rate in June in subsequent years to be applied in October of that year."

Based on the above criteria, Best Parking Lot Cleaning has fulfilled their obligation under the terms of the agreement and staff recommends that the agreement be extended for another 12 months. The Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for Seattle-Tacoma-Bremerton, WA for June 2015 is 1.6072 percent. With the rate adjusted as described it will be an increase of 1.6072 percent for the next 12 months.

ALTERNATIVES:

Do not amend the existing street sweeping agreement and advertise the project for competitive bids. This alternative would impact the City with an interruption in the street sweeping service.

FISCAL IMPACT:

The 2015 budgeted amount for this service is \$119,521 (Surface Water Management Fund). The 2016 budgeted amount for this service is \$121,450 (Surface Water Management Fund).

With the above changes, Amendment #1 will include an amount not to exceed \$121,450.

The City of Covington's portion of the contract is \$62,588 and the City of Maple Valley's portion is \$49,435. The remainder of the contract is for emergency response and storm clean up sweeping services.

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

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute Amendment #1 to Agreement for Services with Best Parking Lot Cleaning for the joint Covington/Maple Valley street sweeping.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT FOR SERVICES

Amendment #1

Between the City of Covington and Best Parking Lot Cleaning

That portion of Contract No. 1316-14 between the City of Covington and Best Parking Lot Cleaning entered into by the parties on the 23rd day of September, 2014, is amended pursuant to Section 17 of said Agreement, as follows:

1. Term of Agreement. Section 3 of the Agreement shall be amended to extend the term of the Agreement until September 30, 2016.
2. Compensation. Section 4.1 of the Agreement shall be amended to include the Seattle-Tacoma Consumer Price Index - Urban (CPI-W) rate for June 2015 of 1.6072 percent for an amount not to exceed \$121,450.

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

Dated this 22nd day of September, 2015.

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

CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

Consent Agenda Item C-3
Covington City Council Meeting
Date: September 22, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER #1
AND AMENDMENT NUMBER 4 FOR THE JENKINS CREEK PARK
PEDESTRIAN PROJECT

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Construction Change Order No. 1 – WHH Nisqually Federal Services, LLC
2. Design Amendment #4 – Gray and Osborne

PREPARED BY: Don Vondran, Public Works Director

EXPLANATION:

During staff comments of the September 8th City Council meeting, the Public Works Director mentioned that a change order and design amendment would be needed to address an issue that the Washington Department of Fish and Wildlife (WDFW) had with the outfall channel of Spring Pond. WDFW determined, during the construction of the Jenkins Creek Park Pedestrian Project, that the reestablishment of the weir and outfall channel to its original design was not acceptable. Staff met with WDFW and determined that their recommended modifications would be an overall benefit and reduce maintenance issues in the future. The contractor gave a price for the change order to be \$26,251.50. In order to keep the project moving and not impact the critical path of the project, staff requested approval from council to authorize the issuance of the change order.

There are design and permitting costs that are associated with the outfall channel from Gray and Osborne (G & O), as well as additional work that was not included in their original scope of work that is included as part of Amendment #4. The breakdown of the costs of Amendment #4 are as follows:

Outfall channel – design and environmental permitting	\$6,492
Outfall channel – construction management and surveying	\$2,932
*Additional work – survey and modifications associated with prefabricated bridges	\$14,976

**There has been a significant increase in the survey needs associated with the project than was originally estimated. This is partially due to vandals removing the surveyed markers that tell the contractor where to construct the bridge. This has required G & O to come out and resurvey the locations. Also, modifications to the foundation designs were needed based on the submitted drawings from the bridge manufacturer.*

The following is some background on the amendments with G & O for this project.

- First Amendment \$3,000 – Additional Topographic Survey.
- Second Amendment \$32,730 – Construction Management support after project was awarded.
- Third Amendment \$0 – simple extension of the contract date.

FISCAL IMPACT:

The cost of the construction of the change order is \$26,251.50 and the total design/CM amendment is \$24,390. We had anticipated that additional design/CM may be needed based on the complexity of the bridges and had setup a management reserve fund (see attachment 2) in the previous amendment in the amount of \$8,000. In addition, there was a contingency in the budget of \$15,636. The balance of the costs will be covered by the SWM fund.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute Change Order Number 1 with WHH Nisqually in the amount of \$26,251.50 for the Jenkins Creek Park Pedestrian Project.

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute Amendment Number 4 with Gray & Osborne in the amount of \$24,390 which includes the release of the management reserve fund of \$8,000.

REVIEWED BY: City Manager, City Attorney, Finance Director

CHANGE ORDER NO. 1

Project Title Jenkins Creek Park Pedestrian and ADA Improvements
Owner City of Covington **Contractor Name** WHH Nisqually Federal Services, LLC
Change Order No. 1 **Contractor Address** 950 Pacific Avenue, Suite 620
 Tacoma, WA 98401
Change Order Date September 10, 2015
G&O No. 14528

The following changes are hereby made to the Contract Documents:

SCHEDULE A: PARK TRAIL**ITEM NO. 1: Additional Working Days for Bridge Foundation Detail Revisions**

The Contractor shall receive an additional 7 working days due to bridge foundation detail revisions.

There is no cost associated with this change.

Justification: The additional working days are the result of bridge foundation detail revisions that were required for the approved bridge design submittal.

ITEM NO. 2: Spring Pond Channel Revisions

The additional work includes removal and disposal of two existing wooden weirs within the Spring Pond channel, grading/excavation in the channel to the limits shown on Sheet 19, furnishing and installing geotextile at the bottom of the excavated channel, furnishing and installing the specified mix of streambed materials and footer rock per Sheet 19 and 20 in order to line the channel and build the spillway, furnishing and installing, maintaining and removal of additional silt fence around the channel improvements, additional sand bag dam as needed to provide a temporary dam for the pond. See attached new Plan Sheets 19 and 20 for the Spring Pond channel revision work.

The following bid items are added to Schedule A of the Contract:

Item No.	Description	Approx. Quantity Adjustment		Unit Price	Total
35	Excavation/Grading of Channel	90	CY	\$64.76	\$5,828.40
36	Streambed Sediment	18	TN	\$59.81	\$1,076.58
37	4-Inch Streambed Cobbles	100	TN	\$59.81	\$5,981.00
38	12-Inch Streambed Cobbles	50	TN	\$59.81	\$2,990.50
39	Spill Control Footer Rock	33	EA	\$129.07	\$4,259.31
40	Remove and Dispose of Wooden Weir	2	EA	\$1,265.53	\$2,531.06
41	Silt Fence	135	LF	\$5.00	\$675.00
42	Sand Bag Dam	1	LS	\$1,950.55	\$1,950.55
43	Geotextile Fabric for Separation	115	SY	\$8.34	\$959.10
	Subtotal Item 2				\$26,251.50

The Contractor will be paid based on the actual quantities installed.

The Contractor shall receive an additional 6 working days for this work.

The estimated cost for this work is (no additional sales tax applicable for Schedule A):\$26,251.50

Justification: The additional work is at the request of the Owner.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):	\$594,515.00
Current Contract Amount, as adjusted by previous change orders:.....	\$594,515.00
The Contract Amount due to this Change Order will be increased by:	\$ 26,251.50
The new Contract Amount (without tax) due to this Change Order will be:.....	\$620,766.50

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 13 working days, for a total of 58 working days.

The Physical Completion Contract Time will be increased by 13 working days, for a total of 68 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)

 Date 9/11/15

**WHH NISQUALLY
FEDERAL SERVICES,
LLC.**
(ACCEPTED)

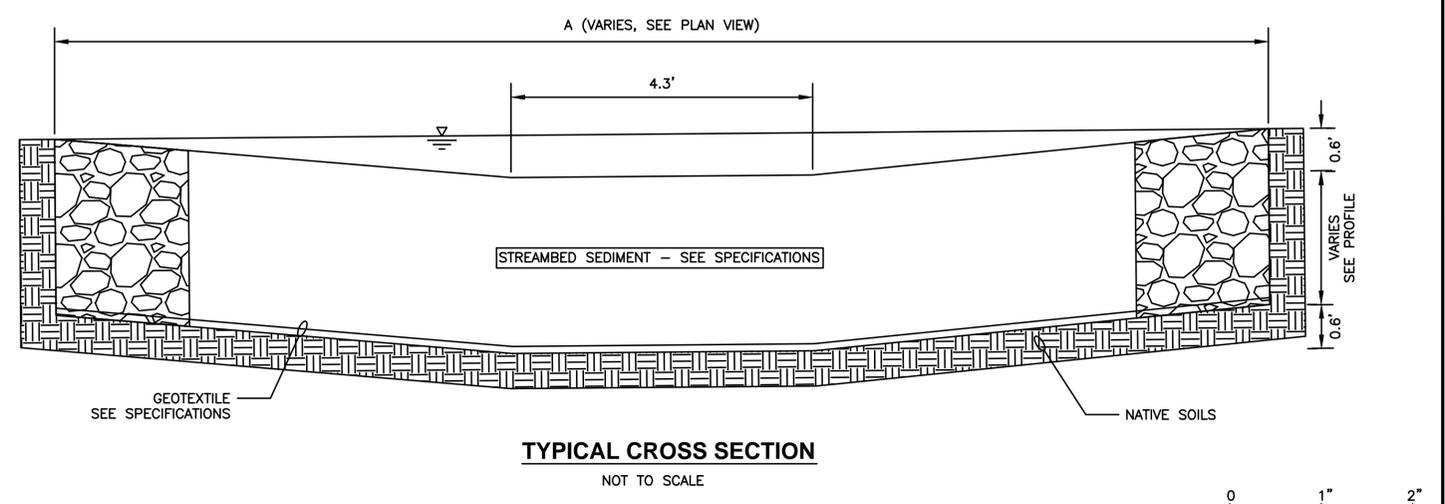
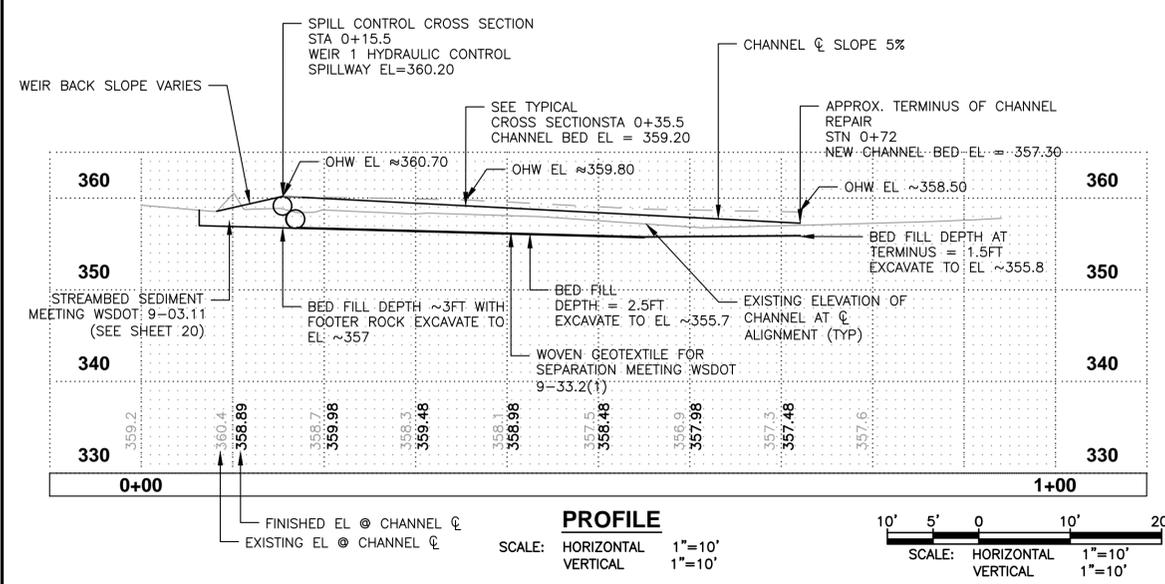
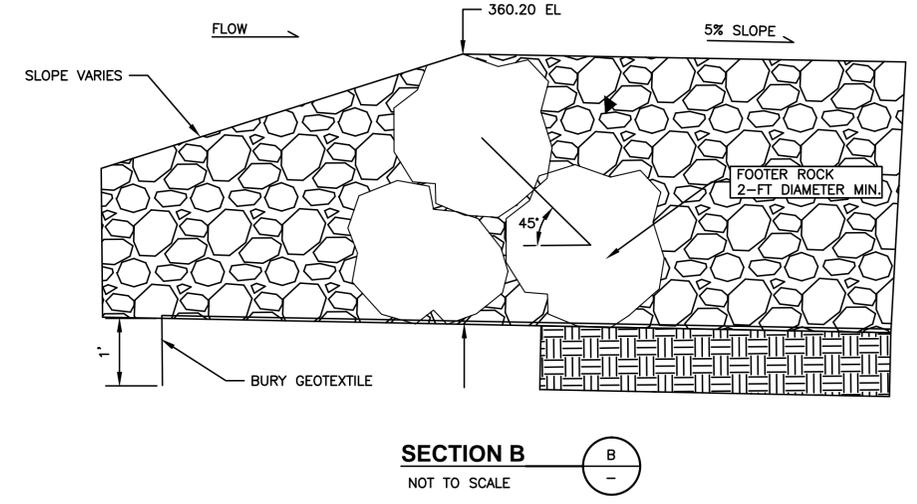
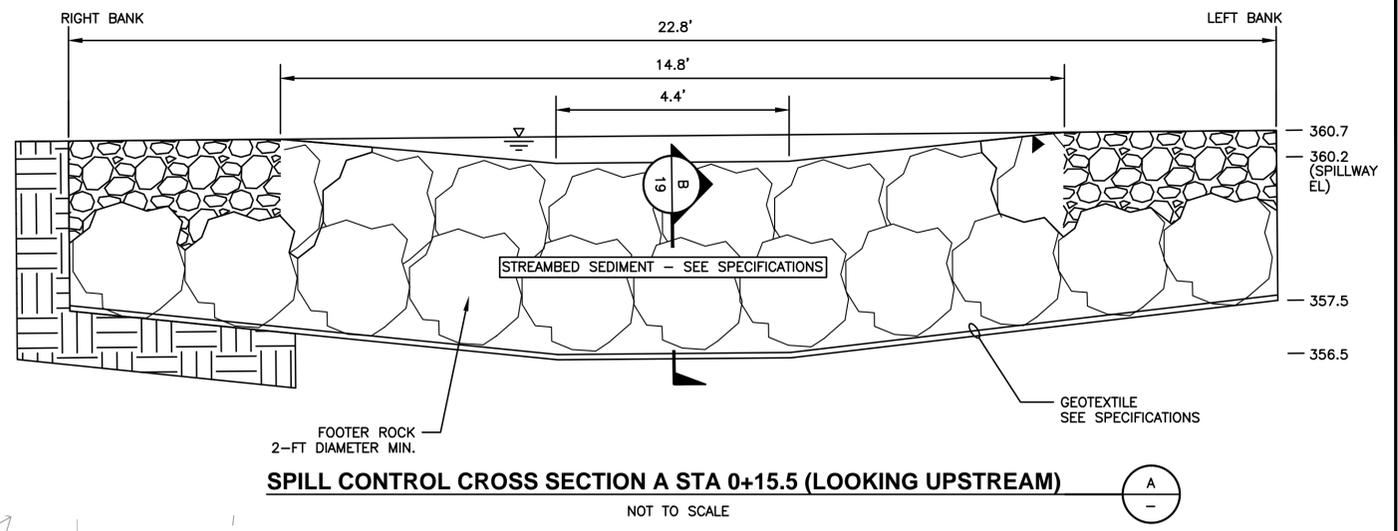
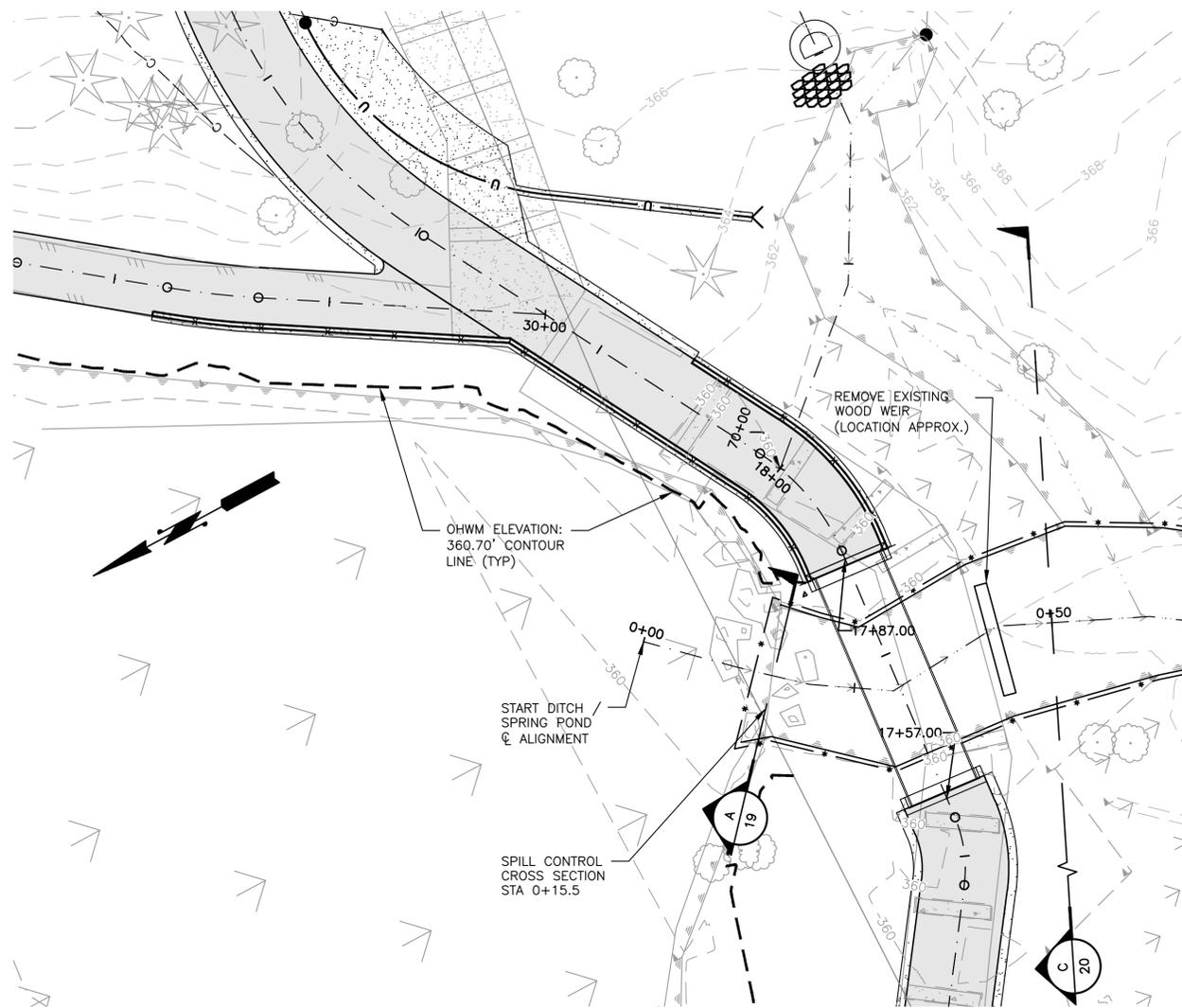
 Date 9/11/15

CITY OF COVINGTON
(ACCEPTED)

_____ Date _____

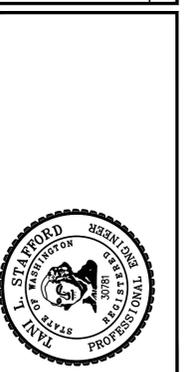
KING COUNTY CDBG
(ACCEPTED)

_____ Date _____



DATE: AUG 2015	SCALE: AS NOTED	DRAWN: J.K.A.	CHECKED: T.L.S.	APPROVED: T.L.S.
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No.	REVISION	DATE	APPD



DATE: AUG 2015	SCALE: AS NOTED	DRAWN: J.K.A.	CHECKED: T.L.S.	APPROVED: T.L.S.
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No.	REVISION	DATE	APPD



CITY OF COVINGTON
KING COUNTY WASHINGTON
JENKINS CREEK PARK PEDESTRIAN AND ADA IMPROVEMENTS
SPRING POND CHANNEL
STREAMBED SEDIMENT SPECIFICATIONS

SHEET: 20
OF: 20
JOB NO.: 14528
DWG: CREEK IMPROVEMENT

CHANNEL STREAMBED MATERIALS

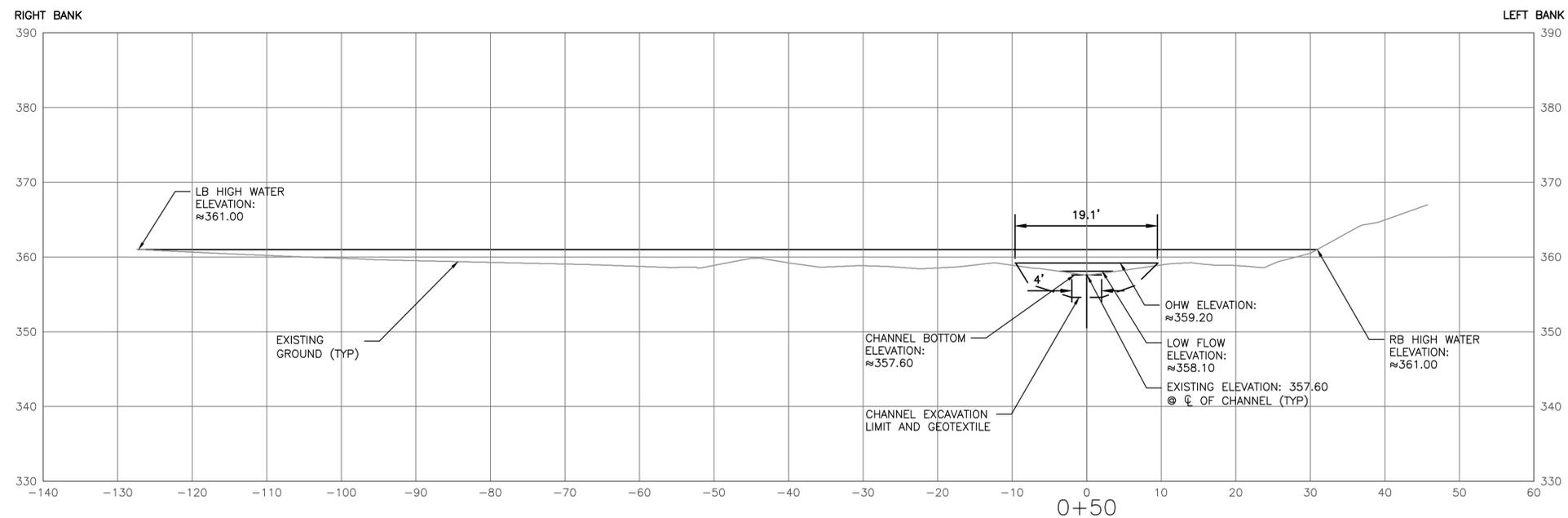
1. GENERAL: STREAMBED MATERIALS SHALL BE WELL-GRADED, NATURALLY OCCURRING, ROUNDED, AND UNWASHED. MATERIALS SHALL BE COMPOSED OF STREAMBED SEDIMENT AND STREAMBED COBBLES, PER WSDOT STANDARD SPECIFICATIONS 9-03.11, AS DESCRIBE HEREIN.
- 2-A. STREAMBED SEDIMENT SHALL COMPRISE 10 PERCENT OF THE TOTAL BED MATERIAL MIX AND CONFORM TO A WELL-GRADED MIX MEETING THE REQUIREMENTS OF WSDOT 9-03.11(1).
- 2-B. STREAMBED COBBLES - 4 INCH GRADING SHALL COMPRISE 60 PERCENT OF THE TOTAL BED MATERIAL MIX AND CONFORM TO A WELL-GRADED MIX MEETING THE REQUIREMENTS OF WSDOT 9-03.11(2) FOR 4-INCH COBBLES, EXCEPT THAT MATERIAL SHALL BE UNWASHED AND SHALL CONTAIN A MAX OF 10 PERCENT PASSING OF THE #200 SEIVE.
- 2-C. STREAMBED COBBLES - 12 INCH GRADING SHALL COMPRISE 30 PERCENT OF THE TOTAL BED MATERIAL MIX AND CONFORM TO A WELL-GRADED MIX MEETING THE REQUIREMENTS OF WSDOT 9-03.11(2) FOR 12 INCH COBBLES, EXCEPT THAT MATERIAL SHALL BE UNWASHED AND SHALL CONTAIN A MAX OF 10 PERCENT PASSING OF THE #200 SEIVE.

PLACEMENT OF BED MATERIAL IN STREAM

1. PRIOR TO PLACING MATERIAL IN THE STREAM, THE STREAMBED SEDIMENT AND COBBLES SHALL BE WELL-MIXED. THE MIX SHALL BE PLACED AND SPREAD IN THE CHANNEL SUCH THAT THE CROSS SECTION OF THE CHANNEL SHALL PROMOTE FLOW IN THE CENTER OF THE CHANNEL.

SPILL CONTROL FOOTER ROCK

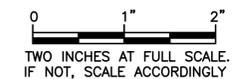
1. FOOTER ROCK SHALL CONFORM TO REQUIREMENTS OF WSDOT 9-03.11(3) FOR ROCK SIZES OF 24 INCHES OR LARGER WITHIN THE TWO-MAN ROCK SIZE CATEGORY.



CHANNEL CROSS SECTION C STA 0+50 (LOOKING UPSTREAM)

PROFILE

SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=10'



CITY OF COVINGTON
CONTRACT FOR SERVICES

Amendment #4

Between the City of Covington and Gray & Osborne, Inc.

That portion of Contract No. 1291-14 between the City of Covington and Gray & Osborne, Inc. entered into by parties on the 23rd day of June 2014 ("Agreement") is amended pursuant to Section 17 of said Agreement as follows:

1. Scope of Services. Section 2 of the Agreement shall be amended to include the additional services as described in Exhibit "A" attached hereto and incorporated herein by this reference.
2. Compensation. Section 4.1 of the Agreement shall be amended to include an additional compensation amount not to exceed \$16,390.00, and the authorization to use the \$8,000.00 Management Reserve Fund.

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

Dated this _____ day of _____, 2015.

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

CITY OF COVINGTON

 By: Regan Bolli
 Its: City Manager

Attest:

Approved as to form:

 Sharon Scott, City Clerk

 Sara Springer, City Attorney

GRAY & OSBORNE, INC.

By: Thomas M. Zerkel, P.E.
Its: President

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 _____, 20__.

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

EXHIBIT “A”

SCOPE OF WORK

CITY OF COVINGTON AMENDMENT NO. 4 JENKINS CREEK PARK PEDESTRIAN TRAIL

The City desires Gray & Osborne to perform additional design and construction management work related to the proposed Jenkins Creek Park Pedestrian Trail and Storm Improvements. The design work includes preparation of plans for stream channel improvements to the Spring Pond channel, assistance with an HPA modification, coordination with regulatory agencies (WDFW), foundation design revisions for Spring Pond Bridge with pickets on the inside, Jenkins Creek Bridge foundation revisions due to deeper bridge section, realignment of trail west of Jenkins Creek Bridge. Construction management services include survey staking for a new spill control structure and channel improvements and additional survey staking due to Contractor’s staging and sequencing. The City will provide inspection services.

Task 1 – Design Channel

1. Prepare plan, profile, sections, details and specifications for the proposed stream channel improvements to the Spring Pond Channel, to include a new spill control structure constructed of rock.
2. Prepare quantity calculations for change order.
3. Send plans and specifications to City, King County and WDFW for review and incorporate comments.

Task 2 – Environmental Permitting

1. Meet on site with WDFW representative for guidance on stream channel improvements.

Task 3 – CM and Survey Staking for Channel

1. Stake the new channel subgrade. Stake control to construct spill control feature.

Task 4 – Additional Survey Hours, Additional Design for Bridge Foundations

1. The survey staking requests have been broken into smaller and more frequent intervals than originally budgeted. This is due to the Contractor’s staging and sequencing and vandalism of staking in the Park.

2. Revised foundation designs were required for the Spring Pond Bridge due to the approved shop drawings. Revised foundation designs were required for the Jenkins Creek Bridge due to the approved shop drawings. Additional design on the Trail alignment was desired at the west end of the project.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*City of Covington - Jenkins Creek Park Pedestrian Trail
Amendment No 4 - Design and CM for Spring Pond Channel Improvements, Bridge Foundations, Additional Construction Staking*

Tasks	Project Manager Hours	Project Eng. Hours	Civil Eng. Hours	Structural Eng. Hours	AutoCAD/ GIS Tech/ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Channel Design	8	12	12				
2 Environmental Permitting	8	8					
3 CM and Survey Staking for Channel	4	4			2	2	8
4 Additional Survey Hours, Additional Design for Bridge Foundations	16		12	44	3	4	28
Hour Estimate:	36	24	24	44	5	6	36
Direct Labor Cost Billing Rate Range:	\$35 to \$56	\$33 to \$43	\$24 to \$35	\$31 to \$40	\$14 to \$27	\$34 to \$38	\$45 to \$60
Estimated Hourly Rates:	\$48	\$42	\$32	\$40	\$26	\$36	\$52
Direct Labor Cost:	\$1,728	\$1,008	\$768	\$1,760	\$130	\$216	\$1,872

Subtotal Direct Labor: \$ 7,482
 Indirect Costs (180%): \$ 13,468
 Total Labor Cost: \$ 20,950
 Fee (15%): \$ 3,142
 Subtotal Labor & Fees: \$ 24,092
 Direct Non-Salary Cost:
 Mileage, Printing Expenses (Mileage @ \$0.57/mile) \$ 298

TOTAL ESTIMATED COST (NO MRF):

Release the Management Reserve Fund (MRF):

TOTAL ESTIMATED COST (WITH No MRF):

\$ 24,390
 \$ (8,000)
 \$ 16,390

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

SUBJECT: APPOINTMENT TO THE HUMAN SERVICES COMMISSION

RECOMMENDED BY: Victoria Throm, Personnel & Human Services Analyst

ATTACHMENTS: See Interview Schedule and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

On September 8 two youth applicants were interviewed for the Human Services Commission by the Council subcommittee. The recordings of both interviews was forwarded to all councilmembers.

Human Services Commission – Seven Members (Two of which must be Youth):

- One youth position (a replacement position); youth positions may be inside or outside Covington city limits as long as within three-mile radius.
- The current composition of the commission is four adult members residing inside and one adult and one youth residing outside.

<u>Name of Applicant (Youth)</u>	<u>Resides or Works</u>
Emily Bykonen (interviewed September 8)	Resides outside Covington*
Joshua (Josh) Max (interviewed September 8)	Resides inside Covington

*within three-mile radius of Covington city limits

NOTE: Ordinance Nos. 10-13, 04-05 § 1, and 22-02 § 1) *Membership, terms, residence requirement:* “Three members shall be adults residing or working within the City of Covington, two shall be adults residing inside or outside of the City of Covington but within a three-mile radius of the City limits and two shall be youth members between the ages of 14 and 18 years at the start of their terms residing in or within a three-mile radius of the City of Covington.

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 youth replacement Position No. 4 on the Human Services Commission with a term expiring March 31, 2016.

REVIEWED BY: City Manager, Personnel & Human Services Analyst

Agenda Item 2
Covington City Council Meeting
Date: September 22, 2015

SUBJECT: ANNUAL AQUATICS UPDATE PRESENTATION TO CITY COUNCIL

RECOMMENDED BY: Angie Feser, Interim Parks & Recreation Director

ATTACHMENT(S):

1. None

PREPARED BY: Rachel Ann Bahl, Aquatics Supervisor

EXPLANATION:

The Annual Aquatics Update Presentation to City Council provides the Council with information regarding the operations, staffing, and programs of the Covington Aquatic Center. Staff will present an overview of the Aquatic Center's operations, highlighting recent and upcoming changes, and will request feedback if any additional information is needed by Council.

FISCAL IMPACT:

Presentation only

CITY COUNCIL ACTION:

NO PUBLIC ACTION NECESSARY – DISCUSSION ITEM ONLY

SUBJECT: CONSIDER AN ORDINANCE RELATING TO UNIVERSAL MANDATORY SOLID WASTE COLLECTION SERVICE, WITH OR WITHOUT MANDATORY YARD WASTE COLLECTION, AND AMENDING CHAPTER 8.15 CMC

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. **Option 1:** Proposed Ordinance Relating to Universal Mandatory Solid Waste Collection Services in the City of Covington; Amending Chapter 8.15 of the CMC
2. **Option 2:** Proposed Ordinance Relating to Universal Mandatory Solid Waste and Yard Waste Collection Services in the City of Covington; Amending Chapter 8.15 of the CMC
3. Comparison for Mandatory Solid Waste Services Spreadsheet

PREPARED BY: Don Vondran, PE, Public Works Director
Shellie Bates, Programs Supervisor

EXPLANATION:

A. Background

On January 31, 2015, at the council's Annual Strategic Planning Summit, the council discussed mandatory garbage, recycling, and yard waste collection in Covington and requested that staff research the impacts and provide a follow-up presentation.

At the regular council meeting on April 28, 2015, staff presented additional information regarding mandatory garbage, recycling, and yard waste collection. The council further discussed the issue and directed staff to bring back an ordinance for the council's consideration for implementing mandatory garbage and recycling collection either with or without mandatory yard waste collection.

B. Proposed Ordinances for Consideration

Pursuant to council's direction, staff has prepared two ordinances for the council's consideration.

- **Option 1** amends CMC 8.15 to include universal mandatory solid waste collection (including recycling) ONLY, and *does not* make yard waste collection mandatory. (Attachment 1)
- **Option 2** amends CMC 8.15 to include universal mandatory solid waste collection (and recycling), AND mandatory yard waste collection. (Attachment 2)

To note: Pursuant to the definitions in CMC 8.15.010, "solid waste" includes recyclable materials. Additionally, as the council will recall from staff's presentation in April, the city's contracted solid waste collector, Republic Services, includes recycling service with garbage service. Therefore, the mandatory collection of solid waste automatically includes the mandatory collection of recyclable materials. Yard waste collection service is separate from the solid waste collection service.

Common provisions of *both* proposed ordinances include:

- Universal mandatory solid waste collection service with the city's contracted collector (at least at the minimum service level provided by the collector).
- Exceptions to mandatory collection service (*e.g.* adjoining properties owned by same owner; both commercial and residential properties within the city; access to property; etc.).
- Criminal enforcement provisions for illegal dumping of solid waste and yard waste.
- An effective date of July 1, 2016. This will allow city staff time to develop and administer an extended education plan to help current and non-subscribers to better understand the reason for and benefits of mandatory collection (as strongly recommended by other cities that have adopted mandatory collection).

C. Rates Comparison

As presented by staff at the April 28th council meeting, public works staff worked with the city's finance staff and Republic Services to determine how the adoption of an ordinance making solid waste and yard waste services mandatory will affect the respective rates for each (as compared with the current rates for each).

The attached spreadsheet shows rates for current services, rates for mandatory services, and the additional revenue that would be generated from additional citizens subscribing to solid waste and yard waste services if made mandatory, as well as estimated revenue from an increase in the utility tax collected. (Attachment 3)

D. Other Cities with Mandatory Collection

Numerous cities have adopted mandatory solid waste collection, including Auburn, Kent, Renton, Lynnwood, Puyallup, and Shelton. The City of Kent went to mandatory solid waste and yard waste collection services several years ago. After making their solid waste collection mandatory, they noticed a decrease in code enforcement cases regarding garbage, including dumping in areas around the city such as storm ponds and green belts. This was an added benefit in terms of compliance with their National Pollutant Discharge and Elimination System (NPDES) permit.

E. Requested Action.

City staff is requesting that the council select one of the options provided below:

Option 1: Pass the ordinance amending CMC 8.15 to include universal mandatory solid waste collection (including recycling) ONLY, and *does not* make yard waste collection mandatory (yard waste collection service would still remain optional).

Option 2: Pass the ordinance amending CMC 8.15 to include universal mandatory solid waste collection (and recycling), AND mandatory yard waste collection

ALTERNATIVES:

1. Council may direct staff to amend either or both of the proposed ordinances to bring back to the council for further review.
2. Do not pass either proposed ordinance and leave the city's current optional solid waste, and yard waste collection services unchanged. No motion or action is needed by council for this alternative (and, if either or both Options 1 and 2 fail to pass, this alternative will be the default outcome).

FISCAL IMPACT:

The estimated revenue increase in utility tax from mandatory solid waste AND yard waste collection would be about \$35,000 annually, based on the current utility tax rate of 6%.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Option 1: Council member _____ moves, Council member _____ seconds, to pass an ordinance, in substantial form as that attached hereto, relating to universal mandatory solid waste collection services in the City of Covington and amending Chapter 8.15 of the CMC to affect the same, with an effective date of July 1, 2016.

Option 2: Council member _____ moves, Council member _____ seconds, to pass an ordinance, in substantial form as that attached hereto, relating to universal mandatory solid waste and yard waste collection services in the city of Covington and amending Chapter 8.15 of the CMC to affect the same, with an effective date of July 1, 2016.

REVIEWED BY: City Manager; City Attorney, Finance Director

OPTION 1 — Mandatory Solid Waste (and Recycling) ONLY

ORDINANCE NO. XX-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO UNIVERSAL MANDATORY SOLID WASTE COLLECTION SERVICE IN THE CITY OF COVINGTON; AMENDING CHAPTER 8.15 OF THE COVINGTON MUNICIPAL CODE AND RELATED ORDINANCES REGULATING SOLID WASTE; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

WHEREAS, the City of Covington (“City”) has broad authority under the Washington State Constitution, Article XI, Section 11 and under state statutes, including Titles 35 and 35A of the Revised Code of Washington (RCW), to enact regulations the city council determines are necessary and appropriate to promote public health, safety, and general welfare within the City; and

WHEREAS, the regulation of common nuisance activities is a necessary governmental service to protect the public health, safety, and general welfare and to promote economic growth, environmental compliance, and aesthetic values in the community; and

WHEREAS, the accumulation of garbage and refuse on property and illegal dumping on private and public property, including storm ponds and green belts, can lead to the harboring of vermin, the creation of odors, the spread of litter to adjacent private and public property, and other health, safety, and environmental problems; is detrimental to neighborhood quality, stability, and property values; can interfere with the city’s compliance with its National Pollutant Discharge and Elimination System (NPDES) permit; and is unsightly and contrary to the aesthetic values of the community and therefore is detrimental and contrary to the aforementioned goals; and

WHEREAS, the City has determined that a universal, mandatory solid waste collection requirement would be the best mechanism to prevent the harms described above; and

WHEREAS, the entire City is served by a contracted solid waste collector; and

WHEREAS, the city council has determined that it will promote the public health, safety, and general welfare, and will be in the best interests of the City and the City’s property owners, residents, tenants, and general public, to enact the regulations in this ordinance requiring that solid waste collection service is mandatory for all premises in the City, commercial and residential, that create, generate, or accumulate solid waste and refuse;

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

Section 1. Chapter 8.15 CMC Amended. Chapter 8.15 of the Covington Municipal Code (CMC) and Ordinance No. 04-02, as amended by Ordinance No. 04-13, are amended as follows:

8.15.010 Definitions.

For the purposes of this chapter, unless otherwise defined, the following shall have the intended definitions:

(1) "Collector" or "collector of solid waste and/or recyclables" means the company(ies) with which the City has contracted to collect, haul, or dispose of solid waste, recyclables, and/or yard waste.

(2) "Commercial" means any establishment or business that is not residential in nature, including hotels/motels, churches, nonprofit organizations, Federal, State and local government-owned facilities.

(3) "Person" means every person, firm, partnership, association, institution, and corporation. The term shall also mean the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.

(4) "Solid waste" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, ~~and yard waste.~~ (RCW 70.95.030(22)).

(5) "Yard waste" means compostable organic materials resulting from landscape maintenance and pre- and post-consumer organic wastes including, but not limited to, leaves, brush, tree trimmings, grass clippings, weeds, shrubs, garden waste, and food scraps. Branches or roots must be smaller than four (4) inches in diameter and shorter than four (4) feet in length. Yard waste does not include stumps, demolition wood, large amounts of dirt, rocks, glass, plastics, metal, concrete, sheet rock, asphalt, or any other nonorganic land-clearing debris. (The collector may change the range of materials handled as yard waste upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department to be treated as such for the frequency of collection provided by the collector.)

8.15.020 Purpose.

The purpose of this chapter is to prevent harm to the health and safety of the public and to promote the public health, safety, and general welfare by providing for the regulation of solid waste collection and disposal and maintaining consistent and reliable solid waste services under the exclusive supervision and control of the City.

It is expressly the purpose of this chapter to provide for and promote the health of the general public, and not to create or otherwise establish or designate any particular class or

group of persons who will or should be especially protected or benefited by the terms of this chapter.

It is the specific intent of this chapter to place the obligation of complying with its requirements upon waste generators, collectors, and/or operators of solid waste handling sites, and no provision of, nor term used in this chapter is intended to impose any duty whatsoever upon the City nor any of its officers or employees, for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

Nothing contained in this chapter is intended to be, nor shall be construed to create or form the basis for any liability on the part of the City or its officers, employees or agents, for any injury or damage resulting from the failure of any person subject to this chapter to comply with the provisions herein, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City.

8.15.030 Hauling restrictions.

~~It is unlawful for any person, other than a contractor/collector having a contract for solid waste and recyclable material collection and disposal with the City, to collect, haul, or dispose of solid waste within the City. Provided, however, nothing in this section shall be construed to prohibit (1) portions of the waste stream that are being recycled through permitted commercial recyclers; or (2) a residential occupant transporting, on a nonregular or occasional basis, surplus accumulations of rubbish or garbage from his/her residence to an approved disposal site. (Ord. 04-13 § 1 (Exh. 1))~~

8.15.040 Contract for solid waste collection services – Terms.

(1) The City shall let a contract or contracts to provide for the collection of all solid wastes and yard waste within the City. The details of such a contract or contracts shall be agreed upon after negotiations and the City Council's action thereon shall be final. Such negotiations may be preceded by a call for bids or proposals if determined to be necessary and at the discretion of City Council. Such contract shall obligate the collector to pick up solid wastes and yard waste in the City in accordance with this chapter and shall provide for the collector to be paid for its services out of fees for collection.

(2) Every such contract for solid waste and yard waste collection also shall contain a provision that such contract may not be assigned by the collector, or the responsibilities thereunder transferred, except with the prior consent of the City.

(3) Such contract(s) shall be for such term as the City Council shall find is in the best public interest and may contain provisions, upon proper standards, for adjustments in service rates.

(4) Such contract(s) shall contain suitable provisions permitting the forfeiture of the contract for nonperformance or violation of such contract by the collector. (Ord. 04-13 § 1 (Exh. 1))

8.15.050 Collection – Requirements.

(1) Solid waste.

(a) Solid waste collection required. The collector shall collect, remove, and dispose of all solid waste from the premises, whether residential, commercial, industrial, or otherwise, existing within the City upon such periodic schedule as included in the collection contract. All persons and properties within the city are required to use the solid waste collector(s) of the city and it shall be unlawful for any person, other than those duly authorized by the city, to haul solid waste through the streets of the city. Pursuant to the definition of “solid waste” in this chapter, solid waste collection shall also include the collection of recyclable materials.

(b) Solid waste minimum service level. All persons and occupied property shall use and be responsible for at least the minimum level of solid waste collection service, including recycling, and associated charges for residential or commercial service, as applicable, offered by the collector unless exempted from such requirement under subsection (3) of this section. The collector will automatically bill the residential or commercial customer for such minimum level of service if the customer does not sign up for service within thirty (30) days of occupying a property in the city or the effective date of the enacting ordinance of this section, whichever is later.

(2) Yard waste service level. At minimum, the collector shall offer biweekly curbside yard waste collection service to city customers on a year-round basis and pursuant to any other terms negotiated in the contract with the city. Yard waste collection is an optional service for all persons and occupied property.

(3) Exception to solid waste collection requirement.

(a) If one property owner owns adjacent properties on different utility accounts, one solid waste service may be shared based upon a written request to and approval from the city and the collector.

(b) If a residential customer owns a business in the city limits and the solid waste produced at the residence is being collected at the business, the residential account may be exempted from mandatory service based upon a written request to and approval from the city and the collector.

(c) If the collector is unable to provide solid waste collection service due to inadequate clearance for the disposal vehicles, a customer may file a written request with the city for an exemption from solid waste collection services. Such exemption must be approved by the collector and shall be conditioned upon agreement that solid waste will be disposed of properly on a weekly basis at a permitted landfill by the customer.

(d) If upon satisfactory evidence on an annual basis that a person or property produces no solid waste, the respective account may be exempted from mandatory service based upon a written request to and approval from the city and the collector.

(4) Self-haul. Nothing in this section shall prohibit the limited and occasional hauling of solid waste, recyclable materials, or yard wastes by a customer from its specific property

to an approved King County solid waste, recyclable materials, or yard waste collection site. Occasional haulers are not exempt from the mandatory solid waste collection service and payment requirements and are responsible for any associated fees for such collection site services, as applicable.

(35) All solid waste that is generated and/or placed for collection and collected within the City for delivery to the King County solid waste system for disposal shall be in compliance with the Resource Conservation and Recovery Act as amended (42 U.S.C. 6901 et seq.), Chapter 70.95 RCW, King County Board of Health Rules and Regulations No. 8, and all other applicable Federal, State, and local environmental health laws, rules, or regulations.

(6) The provisions of this section shall apply to all persons within the City, including the collector, and any other persons authorized by this chapter or other laws to collect waste within the City for disposal.

8.15.060 Rates.

(1) The rates for solid waste and yard waste collection ~~handling~~ service shall be calculated in accordance with such collection contract(s) for solid waste collection service as the City may enter into.

(2) In the event of any change in rates, customers shall be notified in writing of such change in such manner and with such time schedule as may be established by applicable law.

(3) The City shall maintain, publish, and make available to the public a current schedule of rates for solid waste collection ~~handling~~ service. Publishing may occur via the City's website. (Ord. 04-13 § 1 (Exh. 1))

8.15.070 Billing.

(1) The collector shall bill for all solid waste and yard waste collection services in accordance with the collection contract entered into with the City. All costs related to billing and bill collection will be paid by the collector.

(2) Charges for any special services not covered in the collection contract shall be determined by the mutual agreement of the City and the collector.

(3) The bills provided by the collector will be due in accordance with guidelines established by the collector, which may include penalties for late payment.

(4) The collector may use a collection agency, a lien process, or any other available legal method to recover the past due balance from the customer. (Ord. 04-13 § 1 (Exh. 1))

8.15.080 Improper disposal.

(1) It is unlawful for any person to bury, burn, dump, collect, or in any other manner dispose of solid waste and/or yard waste upon any street, alley, public place, or private property within the City.

(2) It is unlawful to deposit any solid waste and/or yard waste in a solid waste and/or yard waste container owned or maintained on the premises of another unless invited, licensed, or otherwise privileged to do so.

(3) It is unlawful for any person to burn any solid waste and/or yard waste, except brush, grass, weeds, and cuttings from trees, lawn, or gardens, in any manner not authorized by the applicable provisions of the City's fire code.

(4) Whenever solid waste and/or yard waste dumped in violation of this chapter contains three (3) or more items bearing the name of one individual, there shall be a rebuttable presumption that the individual whose name appears on such items committed the unlawful dumping. (Ord. 04-13 § 1 (Exh. 1))

(5) Any person violating this section shall be guilty of a misdemeanor under CMC 1.30.xxx and any person convicted thereof may be punished by a fine of not more than \$500.00 or by imprisonment for no more than ninety (90) days or by both such fine and imprisonment.

8.15.090 Administrative and enforcement responsibility.

The administration and enforcement of this chapter shall be the responsibility of the Director of Public Works or his/her designee. The Director or his/her designee may make inspections to enforce this chapter and may notify the person or collector that they are in violation of this chapter. The Director may issue any written rules that are consistent with this chapter and which he/she finds are necessary for the proper administration of this chapter. (Ord. 04-13 § 1 (Exh. 1))

8.15.100 Violations.

Any person violating any part of this chapter shall be deemed to have created a public nuisance pursuant to CMC 1.30.030. Said violations may be enforced pursuant to Chapter 1.30 CMC. (Ord. 04-13 § 1 (Exh. 1))

8.15.110 Plan adopted.

The final 2001 King County Solid Waste Management Plan dated November 2001, including Appendices Volumes 1 and 2, is hereby designated and adopted as the City's Comprehensive Solid Waste Management Plan, except as otherwise set forth herein or by City ordinance. (Ord. 04-13 § 1 (Exh. 1); Ord. 04-02 § 1. Formerly 8.15.010)

8.15.120 Determining levels and types of service.

Pursuant to RCW 70.95.160, the City of Covington hereby determines that King County shall not exercise any powers regarding the levels and types of service of any aspect of solid waste handling within the corporate limits of the City as now exist or as may hereafter be amended. The level of and types of service for any aspect of solid waste handling shall be determined by City ordinance and not as set forth in any County regulation or ordinance as now exists or as may hereafter be adopted, including without limitation, the Comprehensive Solid Waste Management Plan. (Ord. 04-13 § 1 (Exh. 1); Ord. 04-02 § 2. Formerly 8.15.020)

Section 2. New Section. A new section 8.15.025 is added to Chapter 8.15 CMC, as follows:

8.15.025 Mandatory removal and disposal.

The maintenance of health and sanitation require, and it is the intention of this chapter to make, the collection, removal and proper disposal of solid waste within the city by the collector mandatory and universal. This section does not apply to portions of the waste stream that are being recycled through private, permitted recyclers or yard waste collection. This section does not apply to any account which has received a written exception to solid waste collection service from the City pursuant to the terms of this chapter.

Section 3. New Section. A new section 8.15.075 is added to Chapter 8.15 CMC, as follows:

8.15.075 Accumulation of solid waste.

It shall be the duty of the owner of any residence or commercial establishment to ensure that all solid waste that is created or accumulated is deposited into an approved container and is collected by a city-contracted collector.

Section 4. Ordinance Controls. All ordinances and sections of the Covington Municipal Code in conflict with this ordinance are, to the extent of the conflict, superseded and have no further force or effect.

Section 5. Severability. Should any section, subsection, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be held invalid or unconstitutional by a court of competent jurisdiction, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary non-substantive, technical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 7. Summary Publication. Publication of this ordinance in the official newspaper of the City shall be by summary publication consisting of the ordinance title.

Section 8. Effective Date. This ordinance shall take effect and be in force on and after July 1, 2016, which date is more than five (5) days after its passage and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof this 22nd day of September, 2015.

Mayor Margaret Harto

PUBLISHED:

EFFECTIVE: July 1, 2016

ATTESTED:

APPROVED AS TO FORM:

Sharon Scott, City Clerk

Sara Springer, City Attorney

OPTION 2—Mandatory Solid Waste (and Recycling) AND Yard Waste

ORDINANCE NO XX-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO UNIVERSAL MANDATORY SOLID WASTE AND YARD WASTE COLLECTION SERVICE IN THE CITY OF COVINGTON; AMENDING CHAPTER 8.15 OF THE COVINGTON MUNICIPAL CODE AND RELATED ORDINANCES REGULATING SOLID WASTE; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

WHEREAS, the City of Covington (“City”) has broad authority under the Washington State Constitution, Article XI, Section 11 and under state statutes, including Titles 35 and 35A of the Revised Code of Washington (RCW), to enact regulations the city council determines are necessary and appropriate to promote public health, safety, and general welfare within the City; and

WHEREAS, the regulation of common nuisance activities is a necessary governmental service to protect the public health, safety, and general welfare and to promote economic growth, environmental compliance, and aesthetic values in the community; and

WHEREAS, the accumulation of garbage and refuse on property and illegal dumping on private and public property, including storm ponds and green belts, can lead to the harboring of vermin, the creation of odors, the spread of litter to adjacent private and public property, and other health, safety, and environmental problems; is detrimental to neighborhood quality, stability, and property values; can interfere with the city’s compliance with its National Pollutant Discharge and Elimination System (NPDES) permit; and is unsightly and contrary to the aesthetic values of the community and therefore is detrimental and contrary to the aforementioned goals; and

WHEREAS, the City has determined that a universal, mandatory solid waste and yard waste collection requirement would be the best mechanism to prevent the harms described above; and

WHEREAS, the entire City is served by a contracted solid waste collector; and

WHEREAS, the city council has determined that it will promote the public health, safety, and general welfare, and will be in the best interests of the City and the City’s property owners, residents, tenants, and general public, to enact the regulations in this ordinance requiring that

solid waste and yard waste collection service is mandatory for all premises in the City, commercial and residential, that create, generate, or accumulate solid waste and yard waste;

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

Section 1. Chapter 8.15 CMC Amended. Chapter 8.15 of the Covington Municipal Code (CMC) and Ordinance No. 04-02, as amended by Ordinance No. 04-13, are amended as follows:

8.15.010 Definitions.

For the purposes of this chapter, unless otherwise defined, the following shall have the intended definitions:

(1) “Collector” or “collector of solid waste and/or recyclables” means the company(ies) with which the City has contracted to collect, haul, or dispose of solid waste, recyclables, and/or yard waste.

(2) “Commercial” means any establishment or business that is not residential in nature, including hotels/motels, churches, nonprofit organizations, Federal, State and local government-owned facilities.

(3) “Person” means every person, firm, partnership, association, institution, and corporation. The term shall also mean the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.

(4) “Solid waste” means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, ~~and yard waste.~~ (RCW 70.95.030(22)).

(5) “Yard waste” means compostable organic materials resulting from landscape maintenance and pre- and post-consumer organic wastes including, but not limited to, leaves, brush, tree trimmings, grass clippings, weeds, shrubs, garden waste, and food scraps. Branches or roots must be smaller than four (4) inches in diameter and shorter than four (4) feet in length. Yard waste does not include stumps, demolition wood, large amounts of dirt, rocks, glass, plastics, metal, concrete, sheet rock, asphalt, or any other nonorganic land-clearing debris. (The collector may change the range of materials handled as yard waste upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department to be treated as such for the frequency of collection provided by the collector.)

8.15.020 Purpose.

The purpose of this chapter is to prevent harm to the health and safety of the public and to promote the public health, safety, and general welfare by providing for the regulation of solid waste collection and disposal and maintaining consistent and reliable solid waste services under the exclusive supervision and control of the City.

It is expressly the purpose of this chapter to provide for and promote the health of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

It is the specific intent of this chapter to place the obligation of complying with its requirements upon waste generators, collectors, and/or operators of solid waste handling sites, and no provision of, nor term used in this chapter is intended to impose any duty whatsoever upon the City nor any of its officers or employees, for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

Nothing contained in this chapter is intended to be, nor shall be construed to create or form the basis for any liability on the part of the City or its officers, employees or agents, for any injury or damage resulting from the failure of any person subject to this chapter to comply with the provisions herein, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City.

8.15.030 Hauling restrictions.

~~It is unlawful for any person, other than a contractor/collector having a contract for solid waste and recyclable material collection and disposal with the City, to collect, haul, or dispose of solid waste within the City. Provided, however, nothing in this section shall be construed to prohibit (1) portions of the waste stream that are being recycled through permitted commercial recyclers; or (2) a residential occupant transporting, on a nonregular or occasional basis, surplus accumulations of rubbish or garbage from his/her residence to an approved disposal site. (Ord. 04-13 § 1 (Exh. 1))~~

8.15.040 Contract for solid waste collection services – Terms.

(1) The City shall let a contract or contracts to provide for the collection of all solid wastes and yard waste within the City. The details of such a contract or contracts shall be agreed upon after negotiations and the City Council's action thereon shall be final. Such negotiations may be preceded by a call for bids or proposals if determined to be necessary and at the discretion of City Council. Such contract shall obligate the collector to pick up solid wastes and yard waste in the City in accordance with this chapter and shall provide for the collector to be paid for its services out of fees for collection.

(2) Every such contract for solid waste and yard waste collection also shall contain a provision that such contract may not be assigned by the collector, or the responsibilities thereunder transferred, except with the prior consent of the City.

(3) Such contract(s) shall be for such term as the City Council shall find is in the best public interest and may contain provisions, upon proper standards, for adjustments in service rates.

(4) Such contract(s) shall contain suitable provisions permitting the forfeiture of the contract for nonperformance or violation of such contract by the collector. (Ord. 04-13 § 1 (Exh. 1))

8.15.050 Collection – Requirements.

(1) Universal collection required. The collector shall collect, remove, and dispose of all solid waste and yard waste from the premises, whether residential, commercial, industrial, or otherwise, existing within the City upon such periodic schedule as included in the collection contract. All persons and properties within the city are required to use the solid waste collector(s) of the city and it shall be unlawful for any person, other than those duly authorized by the city, to haul solid waste and/or yard waste through the streets of the city. Pursuant to the definition of “solid waste” in this chapter, solid waste collection shall also include the collection of recyclable materials.

(2) Minimum service level. All persons and occupied property shall use and be responsible for at least the minimum level of solid waste, including recycling, and yard waste collection service, and associated charges for residential or commercial service, as applicable, offered by the collector unless exempted from such requirement under subsection (3) of this section. The collector will automatically bill the residential or commercial customer for such minimum level of service if the customer does not sign up for service within thirty (30) days of occupying a property in the city or the effective date of the enacting ordinance of this section, whichever is later.

(3) Exception to collection requirement.

(a) If one property owner owns adjacent properties on different utility accounts, one solid waste and yard waste service may be shared based upon a written request to and approval from the city and the collector.

(b) If a residential customer owns a business in the city limits and the solid waste and yard waste produced at the residence is being collected at the business, the residential account may be exempted from mandatory service based upon a written request to and approval from the city and the collector.

(c) If the collector is unable to provide collection service due to inadequate clearance for the disposal vehicles, a customer may file a written request with the city for an exemption from mandatory collection services. Such exemption must be approved by the collector and shall be conditioned upon agreement that solid waste and yard waste will be disposed of properly on a weekly basis at a permitted landfill by the customer.

(d) If upon satisfactory evidence on an annual basis that a person or property produces no solid waste or yard waste, the respective account may be exempted from mandatory collection service based upon a written request to and approval from the city and the collector.

(4) Self-haul. Nothing in this section shall prohibit the limited and occasional hauling of solid waste, recyclable materials, or yard wastes by a customer from its specific property to an approved King County solid waste, recyclable materials, or yard waste collection site. Occasional haulers are not exempt from the mandatory solid waste collection service and payment requirements and are responsible for any associated fees for such collection site services, as applicable.

(35) All solid waste that is generated and/or placed for collection and collected within the City for delivery to the King County solid waste system for disposal shall be in compliance with the Resource Conservation and Recovery Act as amended (42 U.S.C. 6901 et seq.), Chapter 70.95 RCW, King County Board of Health Rules and Regulations No. 8, and all other applicable Federal, State, and local environmental health laws, rules, or regulations.

(6) The provisions of this section shall apply to all persons within the City, including the collector, and any other persons authorized by this chapter or other laws to collect waste within the City for disposal.

8.15.060 Rates.

(1) The rates for solid waste and yard waste collection ~~handling~~ service shall be calculated in accordance with such collection contract(s) for ~~solid waste collection~~ service as the City may enter into.

(2) In the event of any change in rates, customers shall be notified in writing of such change in such manner and with such time schedule as may be established by applicable law.

(3) The City shall maintain, publish, and make available to the public a current schedule of rates for solid waste and yard waste collection ~~handling~~ service. Publishing may occur via the City's website. (Ord. 04-13 § 1 (Exh. 1))

8.15.070 Billing.

(1) The collector shall bill for all solid waste and yard waste collection services in accordance with the collection contract entered into with the City. All costs related to billing and bill collection will be paid by the collector.

(2) Charges for any special services not covered in the collection contract shall be determined by the mutual agreement of the City and the collector.

(3) The bills provided by the collector will be due in accordance with guidelines established by the collector, which may include penalties for late payment.

(4) The collector may use a collection agency, a lien process, or any other available legal method to recover the past due balance from the customer. (Ord. 04-13 § 1 (Exh. 1))

8.15.080 Improper disposal.

(1) It is unlawful for any person to bury, burn, dump, collect, or in any other manner dispose of solid waste and/or yard waste upon any street, alley, public place, or private property within the City.

(2) It is unlawful to deposit any solid waste and/or yard waste in a solid waste and/or yard waste container owned or maintained on the premises of another unless invited, licensed, or otherwise privileged to do so.

(3) It is unlawful for any person to burn any solid waste and/or yard waste, except brush, grass, weeds, and cuttings from trees, lawn, or gardens, in any manner not authorized by the applicable provisions of the City's fire code.

(4) Whenever solid waste and/or yard waste dumped in violation of this chapter contains three (3) or more items bearing the name of one individual, there shall be a rebuttable presumption that the individual whose name appears on such items committed the unlawful dumping. (Ord. 04-13 § 1 (Exh. 1))

(5) Any person violating this section shall be guilty of a misdemeanor under CMC 1.30.xxx and any person convicted thereof may be punished by a fine of not more than \$500.00 or by imprisonment for no more than ninety (90) days or by both such fine and imprisonment.

8.15.090 Administrative and enforcement responsibility.

The administration and enforcement of this chapter shall be the responsibility of the Director of Public Works or his/her designee. The Director or his/her designee may make inspections to enforce this chapter and may notify the person or collector that they are in violation of this chapter. The Director may issue any written rules that are consistent with this chapter and which he/she finds are necessary for the proper administration of this chapter. (Ord. 04-13 § 1 (Exh. 1))

8.15.100 Violations.

Any person violating any part of this chapter shall be deemed to have created a public nuisance pursuant to CMC 1.30.030. Said violations may be enforced pursuant to Chapter 1.30 CMC. (Ord. 04-13 § 1 (Exh. 1))

8.15.110 Plan adopted.

The final 2001 King County Solid Waste Management Plan dated November 2001, including Appendices Volumes 1 and 2, is hereby designated and adopted as the City's Comprehensive Solid Waste Management Plan, except as otherwise set forth herein or by City ordinance. (Ord. 04-13 § 1 (Exh. 1); Ord. 04-02 § 1. Formerly 8.15.010)

8.15.120 Determining levels and types of service.

Pursuant to RCW 70.95.160, the City of Covington hereby determines that King County shall not exercise any powers regarding the levels and types of service of any aspect of solid waste handling within the corporate limits of the City as now exist or as may hereafter be amended. The level of and types of service for any aspect of solid waste handling shall be determined by City ordinance and not as set forth in any County regulation or ordinance as now exists or as may hereafter be adopted, including without limitation, the Comprehensive Solid Waste Management Plan. (Ord. 04-13 § 1 (Exh. 1); Ord. 04-02 § 2. Formerly 8.15.020)

Section 2. New Section. A new section 8.15.025 is added to Chapter 8.15 CMC, as follows:

8.15.025 Mandatory removal and disposal.

The maintenance of health and sanitation require, and it is the intention of this chapter to make, the collection, removal and proper disposal of solid waste and yard waste within the city by the collector mandatory and universal. This section does not apply to portions of the waste stream that are being recycled through private, permitted recyclers. This section does not apply to any account which has received a written exception to solid waste and yard waste service from the City pursuant to the terms of this chapter.

Section 3. New Section. A new section 8.15.075 is added to Chapter 8.15 CMC, as follows:

8.15.075 Accumulation of solid waste and yard waste.

It shall be the duty of the owner of any residence or commercial establishment to ensure that all solid waste and yard waste that is created or accumulated is deposited into an approved container and is collected by a city-contracted collector.

Section 4. Ordinance Controls. All ordinances and sections of the Covington Municipal Code in conflict with this ordinance are, to the extent of the conflict, superseded and have no further force or effect.

Section 5. Severability. Should any section, subsection, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be held invalid or unconstitutional by a court of competent jurisdiction, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary non-substantive, technical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 7. Summary Publication. Publication of this ordinance in the official newspaper of the City shall be by summary publication consisting of the ordinance title.

Section 8. Effective Date. This ordinance shall take effect and be in force on and after July 1, 2016, which date is more than five (5) days after its passage and publication.

[SIGNATURES INCLUDED ON NEXT PAGE]

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PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON,
WASHINGTON, at a regular meeting thereof this 22nd day of September, 2015.

Mayor Margaret Harto

PUBLISHED:

EFFECTIVE: July 1, 2016

ATTESTED:

APPROVED AS TO FORM:

Sharon Scott, City Clerk

Sara Springer, City Attorney

**City of Covington
Comparison for Mandatory Garbage or Garbage and Yard Waste Services**

Description	Service Level	Existing Service Fee	Current Residents Paying for Service	Current Yearly Total	Mandatory Rate Reduction	Mandatory Service Fee	Covington Households	Total Fees with Mandatory Collection	Increased Fees with Mandatory Collection	Estimated Revenue increase with current Utility Tax (6%)	Estimated Revenue increase with Utility Tax (12%)*
Weekly Residential Curbside (includes embedded EOW recycling)	32-gallon cart	\$ 17.66	4,960	\$ 1,051,123.20	\$ 0.12	\$ 17.54	6,368	\$ 1,340,336.64	\$ 289,213.44	\$ 17,352.81	\$ 190,998.61
Yard/Food Waste Service (EOW)	96-gallon cart	\$ 7.70	2,998	\$ 277,015.20	\$ 0.13	\$ 7.57	6,368	\$ 578,469.12	\$ 301,453.92	\$ 18,087.24	\$ 36,174.47
				\$ 1,328,138.40				\$ 1,918,805.76		\$ 35,440.04	\$ 227,173.08

* The revenue increase is the amount above what was received in 2014 (\$156,293) plus the 12% increase in the new customers

\$ 156,293.00 2014 Solid Waste Utility Tax Received
 \$ 79,688.30 Estimated portion of Solid Waste Utility Tax from residential customers using current yearly total (above)

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

6:00 p.m., Tuesday, October 13, 2015 Special Study Session

7:00 p.m., Tuesday, October 13, 2015 Regular Meeting

(Draft Agendas Attached)



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL STUDY SESSION**

**Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov**

Tuesday, October 13, 2015 – 6:00 p.m.

GENERAL INFORMATION:

The study session is an informal meeting involving discussion between and among the City Council, Commissioners, 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. Sign Code Revisions (Hart)

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

ADJOURN

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

**Note* A Regular Council meeting will follow at approximately 7:00 p.m.*



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

Tuesday, October 13, 2015
7:00 p.m.

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

Note: A Study Session is scheduled from 6:00 to 7:00 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Safe Schools Week Proclamation – Week of October 18, 2015 (Kent School District Superintendent Dr. Calvin Watts and School Resource Officer Karen Davy)
- Green River Coalition Report on Covington Community Park Project – Greg Wingard (15 minutes)

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

APPROVE CONSENT AGENDA

- C-1. Minutes: September 8, 2015 Regular Meeting and September 22, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Partial Termination of Easement for Maple Hills (Lyons)

PUBLIC HEARING

- 1. Receive Comments and Consider Ordinance to Combine Covington Transportation Benefit District and Covington City Council (Bolli)

NEW BUSINESS

- 2. Consider Ordinance to Implement \$20 Car Tab Fee (Hendrickson)
- 3. Town Center Presentation (Panattoni/Helix Group) – 30 minutes
- 4. Consider 2016 Legislative Agenda (Bolli)
- 5. City Manager Presents 2016 Budget Message (Bolli)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION - If Needed

ADJOURN

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