



Covington: Unmatched quality of life

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

Tuesday, September 27, 2011
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

- Fire Prevention Week Proclamation – Week of October 9, 2011 – Captain Larry Rabel
- Make a Difference Day Proclamation – October 22, 2011 – Glenn Akramoff
- National Community Planning Month Proclamation – October 2011 – Richard Hart
- Domestic Violence Awareness Month Proclamation – October 2011 – Victoria Throm

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.**

APPROVE CONSENT AGENDA

- C-1. Approval of Minutes (Scott)
- C-2. Approval of Vouchers (Hendrickson)
- C-3. Approve Ordinance Granting Covington Water District a Franchise (Akramoff)
- C-4. Approve Memo of Understanding with King County for Coordinated Policy and Decision Making During an Emergency (Akramoff)
- C-5. Approve Contract for Storm Sewer Cleaning (Akramoff)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: September 8 Meeting.
- Economic Development Co-Chair Jeff Wagner: August 25 and September 22 Meetings.

Future Meetings:

- Arts: September meeting canceled; next meeting October 13.
- Parks: September meeting canceled; next meeting October 19.
- Planning: September meetings canceled; next meeting October 6.

PUBLIC HEARING

1. Receive Comments from the Public Regarding the Recently Adopted Medical Marijuana Moratorium (Springer/Hart)

NEW BUSINESS

2. Consider Ordinance Amending the Covington Comprehensive Plan (Hart)

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) 638-1110 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) 638-1110.

Consent Agenda Item C-1

Covington City Council Meeting

Date: September 13, 2011

SUBJECT: APPROVAL OF MINUTES: AUGUST 23, 2011 CITY COUNCIL REGULAR MEETING MINUTES AND SEPTEMBER 13, 2011 CITY COUNCIL REGULAR MEETING MINUTES.

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the August 23, 2011 City Council Regular Meeting Minutes and September 13, 2011 City Council Regular Meeting Minutes.

City of Covington
Regular City Council Meeting Minutes
Tuesday, August 23, 2011

(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, August 23, 2011, at 7:06 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, David Lucavish, Marlla Mhoon, Jim Scott, Wayne Snoey, and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Mark Lanza

Council Action: Councilmember Scott moved and Councilmember Lucavish seconded to excuse Councilmember Lanza. 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; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded to approve the Agenda as amended to remove Item 1. Vote: 6-0. Motion carried.

PUBLIC COMMUNICATION:

- Jackie Berganio of King County Mental Health accepted the September 2011 National Recovery Month proclamation.
- Community Relations Coordinator Karla Slate accepted the September 10, 2011 Third Annual Clean Covington Day proclamation.
- David Hull of King County Metro Transit gave a presentation on Metro Transit Strategic Plan and Congestion Reduction Charge.

PUBLIC COMMENT:

Mayor Harto called for public comments.

George Pearson, 18623 SE 265th Street, Covington resident, spoke regarding Timberlane’s ongoing problems with several different code enforcement issues.

Garth Hanson, Timberlane, Covington resident, spoke regarding a fence code violation he received and his feeling that city codes are “all over the place.” Mr. Hanson also mentioned that he felt the street he lives on in Timberlane should have a “no parking allowed” sign installed.

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

APPROVE CONSENT AGENDA:

C-1. Vouchers #25716-25778, in the Amount of \$121,634.10, Dated August 8, 2011; and Paylocity Payroll Checks #1000090903-1000090921, Inclusive, Plus Employee Direct Deposits in the Amount of \$138,662.22, Dated August 5, 2011.

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

REPORTS OF COMMISSIONS:

Arts Commission – Secretary Rudi Sullivan reported on the July 7 and August 11 meetings.

Parks & Recreation Commission – Chair David Aldous reported on the July 20 and August 17 meetings.

Planning Commission – Community Development Director Richard Hart reported on the July 7, July 21, August 4, and August 18 meetings.

Human Services Commission – Chair Haris Ahmad reported on the July 14 and August 11 meetings.

Economic Development Council – Co-Chair Jeff Wagner reported on the July 28 meeting.

NEW BUSINESS:

1. Award Aqua Vista Drainage Construction Contract. (Removed from the agenda.)

Public Works Director Glenn Akramoff gave a staff report to Council on the reason this item was removed from the agenda.

2. Consider Agreement to Conduct Pavement Condition Assessment and ADA Inventory.

Public Works Director Glenn Akramoff gave the staff report on this item.

Council Action: Councilmember Snoey moved and Councilmember Mhoon seconded to authorize the City Manager to execute a contract with Perteet to conduct a citywide pavement condition assessment and ADA inventory. Vote: 6-0. Motion carried.

3. Consider SEARCH Interlocal Agreement.

Personnel & Human Services Analyst Victoria Throm and City Manager Derek Matheson gave the staff report on this item.

Councilmembers provided comments and discussed this item.

Council Action: There was Council consensus to accept the staff recommendation **Alternative No. 1, to direct the city manager to negotiate modifications to the interlocal agreement to address the city attorney’s concerns and then present the interlocal agreement to Council for approval.**

4. Consider Letter to Ashton Regarding the City Hall Lease.

Council Action: Councilmember Snoey moved and Councilmember Wagner seconded to authorize the city manager to send a letter to Ashton Capital Corporation in substantially the form of Attachment 1 of this agenda item stating the city will not exercise the early termination clause in its lease. **Vote: 6-0. Motion carried.**

5. Discuss Public Engagement Process Charter.

Finance Director Rob Hendrickson gave the staff report on this item.

Councilmembers discussed this item.

Council Action: There was Council consensus to request staff to 1) look for a catchier name for the committee; 2) use an invitation process to seek qualified participants; 3) look into the option of a facilitator; and 4) not arbitrarily exclude qualified people but make sure there is a significant representation of registered voters within the city limits on the committee.

6. 2011 Second Quarter Financial Reports.

Finance Director Rob Hendrickson gave the staff report on this item.

Councilmembers provided comments.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Public Works Director Glenn Akramoff briefed Council on and requested approval to submit a King County Office of Emergency Management Coordinated Policy and Decision Making Memorandum of Understanding for Disasters on a future meeting consent agenda. Council agreed.

Mr. Akramoff also updated Council on a couple of new pedestrian transportation issues brought to the city’s attention along with an existing list and requested Council’s feedback.

Mayor Harto suggested that the City Council could benefit from a study session or presentation from staff regarding the criteria used to determine the need and order of priority for crosswalks, stop signs, etc. Mayor Harto also suggested that the seniors at Covington Place Apartments and homeowner associations could benefit from a presentation.

Mr. Akramoff noted this item would be added to a future Council meeting agenda, and staff would look into the follow-up presentations for other focus groups.

Councilmember Scott noted he would not be at the next Council meeting due to a vacation in Arizona.

Councilmember Snoey asked if Covington had resources to coordinate with the other jurisdictions to address gang wars. City Manager Derek Matheson indicated he would discuss the issue with Chief Klason and report back to Council.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:37 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, September 13, 2011**

(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, September 13, 2011, at 7:01 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza, David Lucavish, Marlla Mhoon, Wayne Snoey and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Jim Scott.

Council Action: Councilmember Snoey moved and Councilmember Lucavish seconded to excuse Councilmember Scott: Vote: 6-0. Motion carried.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Kevin Klason, Covington Police Chief; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Salina Lyons, Senior Planner; Victoria Throm, Personnel & Human Services Analyst; and Joan Michaud, Deputy City Clerk.

Mayor Margaret Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PUBLIC COMMUNICATION:

- Pacific Raceways President Jason Fiorito gave a presentation on Pacific Raceways which included the history of the race track, current use, and an expansion proposal in front of the King County Council.
- Lila Henderson, Director of Maple Valley Food Bank, accepted the Mayor's Day of Concern for the Hungry Proclamation.

PUBLIC COMMENT:

Mayor Harto called for public comments.

The following people spoke regarding their opposition to the Pacific Raceways expansion plans located in unincorporated King County at 31001 144th Avenue SE, Kent 98042.

- Don Huling, 17117 SE 329th Street, Auburn;
- Sandra Gaither, 15032 SE Auburn-Black Diamond Road, Auburn;
- Jeff Guddat, 28920 134th Place SE, Auburn;
- Larry Worden, 13445 SE 288th Street, Auburn;
- Linda Worden, 13445 SE 288th Street, Auburn;
- Peter Rimbo, Greater Maple Valley Unincorporated Area Council, Chair of Growth Management Committee, Vice Chair of Transportation Committee, 19711 241st Avenue SE, Maple Valley;
- Sally Neary, representing Sierra Club South King County, 22608 115th Place SE, Kent;
- Julia Wood, 32028 199th Avenue SE, approximately three miles outside Covington city limits;
- Leah Boehm, 34 South 333RD Lane, Federal Way (moved away from Pacific Raceways);
- Pete Tetlow, Soos Creek Area Response Chair, 14426 SE Auburn-Black Diamond Road, Auburn;
- Mark Boehm, 34 South 333rd Lane, Federal Way (moved away from Pacific Raceways);
- Tracy Felton, 15426 SE 318th Street, Auburn (lives next to Pacific Raceways).

The following people spoke regarding their support of the Pacific Raceways expansion plans located in unincorporated King County at 31001 144th Avenue SE, Kent 98042.

- Jennifer Nowland, R.A.C.E. Coordinator, 15333 SE 304th Place, Kent, (lives next to Pacific Raceways);
- Yvonne Simmermon, lived in Covington area for 38 years, Maple Valley resident now.

Morris Malakoff, President of Prestige Park II Homeowners Association, 25430 156th Place SE, Covington resident, spoke concerning Agenda Item No. 2, Consider Resolution Adopting Street Lighting Policy, and requested Council to amend the policy before approving.

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

APPROVE CONSENT AGENDA:

- C-1. Approval of Minutes: August 9, 2011 City Council Special and Regular Meeting Minutes.
- C-2. Approval of Vouchers: Vouchers #25779-25837, in the Amount of \$382,747.01, Dated August 24, 2011; Paylocity Payroll Checks #1000106917-1000106936, Inclusive, Plus Employee Direct Deposits in the Amount of \$143,865.01, Dated August 19, 2011; and Paylocity Payroll Checks #1000127634-1000127652, Inclusive, Plus Employee Direct Deposits in the Amount of \$143,055.65, Dated September 2, 2011.
- C-3. Approve Interlocal Agreement with King County for Regional Affordable Housing Program.
- C-4. Approve Interim Planning Commission Appointment.

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

CONTINUED BUSINESS:

1. Consider Public Engagement Process Charter.

City Manager Derek Matheson gave the staff report on this item.

Councilmembers provided comments and feedback.

Council Action: Councilmember Wagner moved and Councilmember Lanza seconded to adopt the charter as amended to add the word “Covington” before registered voters under the Structure heading portion of the charter. Vote: 6-0. Motion carried.

NEW BUSINESS:

2. Consider Resolution Adopting Street Lighting Policy.

Public Works Director Glenn Akramoff gave the staff report on this item including addressing the concerns Mr. Malakoff voiced during Public Comments.

RESOLUTION NO. 11-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, KING COUNTY, WASHINGTON, ADOPTING
A STREET LIGHT POLICY.

Council Action: Councilmember Snoey moved and Councilmember Lanza seconded to pass Resolution No. 11-07 providing for a street light policy. Vote: 6-0. Motion carried.

3. Consider an Ordinance Granting Covington Water District a Franchise.

Public Works Director Glenn Akramoff gave the staff report on this item.

Councilmember provided comments.

Council Action: There was Council consensus to add this ordinance to the Consent Agenda for the next meeting.

4. Discuss the Grant Funding Project Agreement for Construction of Covington Community Park.

5. Discuss the Grant Contract for Construction of the Soccer Field at Covington Community Park.

Parks & Recreation Director Scott Thomas gave the staff report on these items.

Councilmembers asked questioned, provided comments, and discussed.

Council Action: Councilmember Snoey moved and Councilmember Mhoon seconded to authorize the city manager to sign the grant funding project agreement for construction of Covington Community Park and the grant funding contract for construction of the soccer field at the Covington Community Park. Vote: 6-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Pacific Raceways President Jason Fiorito, spoke regarding allegations against him during the first public comment.

Bryan Higgins, Covington resident, Parks & Recreation Commissioner, spoke regarding the grant funding for the park project and thanked Council for its support in authorizing the grants to construct the park and soccer field.

Julia Wood, thanked Council for approving the soccer field and park grants and suggested the public pay a parking fee or event fee to help offset the maintenance costs.

The following people spoke regarding their opposition of the Pacific Raceways expansion plans located in unincorporated King County at 31001 144th Avenue SE, Kent 98042.

- Linda Worden, 13445 SE 288th Street, Auburn;
- Sandra Gaither, 15032 SE Auburn-Black Diamond Road, Auburn;
- Jeff Guddat, 28920 134th Place SE, Auburn;
- Julia Wood, 32028 199th Avenue SE, approximately three miles outside Covington city limits;
- Pete Tetlow, Soos Creek Area Response Chair, 14426 SE Auburn-Black Diamond Road, Auburn.

The following people spoke regarding their support of the Pacific Raceways expansion plans located in unincorporated King County at 31001 144th Avenue SE, Kent 98042.

- Don Kitch, Jr., Proformance Driving School owner.

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

Mayor Harto extended the Council’s appreciation for the respectful way that the audience expressed their opinion on both sides and advised that while the Covington City Council is not involved in the decision making process for the Pacific Raceways project, the Council appreciated the opportunity to hear the different perspectives and the educational opportunity provided.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:51 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: September 27, 2011

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #25838-25897, in the Amount of \$187,780.78, Dated September 7, 2011; Vouchers #25898-25987, in the Amount of \$2,047.40, Dated September 15, 2011; City of Covington Voucher #1043 and Paylocity Payroll Checks #1000145925-1000145931 and Paylocity Payroll Checks #1000146010-1000146015, Inclusive, Plus Employee Direct Deposits in the Amount of \$141,811.81, Dated September 16, 2011.

PREPARED BY: Joan Michaud, 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 #25838-25897, in the Amount of \$187,780.78, Dated September 7, 2011; Vouchers #25898-25987, in the Amount of \$2,047.40, Dated September 15, 2011; City of Covington Voucher #1043 and Paylocity Payroll Checks #1000145925-1000145931 and Paylocity Payroll Checks #1000146010-1000146015, Inclusive, Plus Employee Direct Deposits in the Amount of \$141,811.81, Dated September 16, 2011.

September 7, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 25838 Through Check # 25897

In the Amount of \$187,780.78

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 _____

				<u>Check Amount</u>
Check No: 25838	Check Date: 09/07/2011			
Vendor: 1830	Allwest Underground, Inc.			
22144	Buck; Confined space training/book	09/07/2011		61.16
22971	Gas detector	09/07/2011		333.91
Check Total:				395.07
Check No: 25839	Check Date: 09/07/2011			
Vendor: 1705	Alpine Products, Inc.			
TM-118330	Stop/Slow paddle	09/07/2011		71.72
Check Total:				71.72
Check No: 25840	Check Date: 09/07/2011			
Vendor: 2033	Aquatic Specialty Services			
1130	Aquatics; pool chemicals	09/07/2011		2,229.56
1131	Aquatics; clean/calibration, August	09/07/2011		124.90
1131	Aquatics; diverter valve assembly	09/07/2011		49.14
Check Total:				2,403.60
Check No: 25841	Check Date: 09/07/2011			
Vendor: 2223	ARC Imaging Resources			
948424	Plotter/Scanner maint; 8/21-9/21/11	09/07/2011		51.30
948424	Plotter/Scanner maint; 8/21-9/21/11	09/07/2011		102.62
948424	Plotter/Scanner maint; 8/21-9/21/11	09/07/2011		102.62
Check Total:				256.54
Check No: 25842	Check Date: 09/07/2011			
Vendor: 0019	AWC Employee Benefits Trust			
100106158E	Nemens; COBRA premium, September	09/07/2011		457.04
100106158E	Nemens; COBRA premium, September	09/07/2011		195.87
Check Total:				652.91
Check No: 25843	Check Date: 09/07/2011			
Vendor: 0499	Bank of America			
6540-9	AP online subscription	09/07/2011		20.00
6540-9	Junkin; cell phone headest, use tax	09/07/2011		-0.11
6540-9	Junkin; cell phone headest, use tax	09/07/2011		-0.11
6540-9	Clean Covington; supplies	09/07/2011		67.33
6540-9	Michaud; CMC application fee	09/07/2011		50.00
6540-9	Covingtons Best; 2nd quarter award	09/07/2011		25.00
6540-9	Junkin; cell phone headest	09/07/2011		1.43
3692-9	Spotlight	09/07/2011		38.31
3692-9	Buck; chest waders	09/07/2011		109.49
2959-9	Parker; PSFOA luncheon	09/07/2011		25.00
2959-9	Security certificates	09/07/2011		164.99
6540-9	Junkin; cell phone headest	09/07/2011		0.71
6540-9	Junkin; cell phone headest	09/07/2011		1.43
2959-9	Video card	09/07/2011		43.79
6540-9	Junkin; cell phone headest, use tax	09/07/2011		-0.06
0446-9	Walk & Roll; truck rental, 8/11 & 8/15	09/07/2011		126.50
0446-9	Walk & Roll; supplies	09/07/2011		13.36
0446-9	Walk & Roll; dunk tank	09/07/2011		246.38
1346-9	Linen tableclothes	09/07/2011		495.96
1346-9	Wellness Chew Cube; supplies	09/07/2011		40.77
1346-9	Volunteer appreciation; food/supplies	09/07/2011		571.30
3692-9	Slate; PRSA Intl conference registration	09/07/2011		1,075.00
1030-9	Friendship park; bender board	09/07/2011		12.81
3544-9	Matheson; Chamber luncheon	09/07/2011		15.00
1030-9	Wesley; APWA conference, hotel	09/07/2011		550.18
Check Total:				3,694.46
Check No: 25844	Check Date: 09/07/2011			
Vendor: 1868	The Brickman Group Ltd, LLC			
813263	Streets; landscaping, September	09/07/2011		3,677.20
813263	Parks; landscaping, September	09/07/2011		1,331.44
Check Total:				5,008.64
Check No: 25845	Check Date: 09/07/2011			
Vendor: 1984	Browns Automotive, Inc.			
1973	#2764; diagnostic/AC repair	09/07/2011		331.23

			<u>Check Amount</u>
			Check Total: 331.23
Check No: 25846	Check Date: 09/07/2011		
Vendor: 2136	Carbonic Systems, Inc.		
05036848	Aquatics; carbomizer rental	09/07/2011	59.73
			Check Total: 59.73
Check No: 25847	Check Date: 09/07/2011		
Vendor: 2270	CenturyLink		
6381431686	Maint shop; telephone, 8/25-9/25/11	09/07/2011	72.53
4137665359	Aquatics; telephone, 8/26-9/26/11	09/07/2011	273.26
6381431686	Maint shop; telephone, 8/25-9/25/11	09/07/2011	36.27
6381431686	Maint shop; telephone, 8/25-9/25/11	09/07/2011	72.53
			Check Total: 454.59
Check No: 25848	Check Date: 09/07/2011		
Vendor: 0366	City of Covington		
PW11-054	Covington Coalition; Fun run permit	09/07/2011	166.00
			Check Total: 166.00
Check No: 25849	Check Date: 09/07/2011		
Vendor: 1170	Coastwide Laboratories		
W2343925	Aquatics; cleaning supplies	09/07/2011	526.30
			Check Total: 526.30
Check No: 25850	Check Date: 09/07/2011		
Vendor: 0308	Covington Tire Factory		
0100153	#2882; AC service	09/07/2011	144.66
			Check Total: 144.66
Check No: 25851	Check Date: 09/07/2011		
Vendor: 0537	Covington Water District		
104587-9	Crystal view; water, 7/18-8/12/11	09/07/2011	246.98
105731-9	SR 516; water, 7/18-8/12/11	09/07/2011	44.90
			Check Total: 291.88
Check No: 25852	Check Date: 09/07/2011		
Vendor: 1409	Delta Communications Systems		
916260	Aquatics; long distance, September	09/07/2011	51.26
			Check Total: 51.26
Check No: 25853	Check Date: 09/07/2011		
Vendor: 0136	Department of Transportation		
RE41JA4992	CIP 1039; engineering, July	09/07/2011	64.78
			Check Total: 64.78
Check No: 25854	Check Date: 09/07/2011		
Vendor: 1880	E.D. Hovee & Company, LLC		
4586	Economic data update; through 7/26/11	09/07/2011	1,670.00
			Check Total: 1,670.00
Check No: 25855	Check Date: 09/07/2011		
Vendor: 0750	Emergency Preparedness Service		
A6951	Emergency kit supplies	09/07/2011	476.98
			Check Total: 476.98
Check No: 25856	Check Date: 09/07/2011		
Vendor: 1875	FirstChoice		
396012	Coffee service	09/07/2011	240.21
			Check Total: 240.21
Check No: 25857	Check Date: 09/07/2011		
Vendor: 2078	Girard Resources & Recycling,		
6773	Friendship park; lawn mix	09/07/2011	18.41
			Check Total: 18.41
Check No: 25858	Check Date: 09/07/2011		
Vendor: 0302	Gray & Osborne		
10445.00-1	CIP 1026; Aqua Vista, 7/24-8/20/11	09/07/2011	1,020.66
			Check Total: 1,020.66
Check No: 25859	Check Date: 09/07/2011		
Vendor: 2364	Gregg's Greenlake Cycle		
1164319	Bicycle parts	09/07/2011	295.58
			Check Total: 295.58

				<u>Check Amount</u>
Check No: 25860	Check Date: 09/07/2011			
Vendor: 1658	Hertz Equipment Rental Corp.			
25794046-0	Walk & Roll; generator rental, 8/13	09/07/2011		276.94
			Check Total:	276.94
Check No: 25861	Check Date: 09/07/2011			
Vendor: 0867	Home Depot Credit Services			
7055780	#2702; propane for asphalt sealing	09/07/2011		19.35
6315833	Impact wrench	09/07/2011		324.71
1163346	Concrete tools	09/07/2011		119.49
1163346	Concrete supplies	09/07/2011		41.98
19848	Maint shop; wrecking bar	09/07/2011		3.24
5054271	Wasp killer	09/07/2011		6.26
19848	Maint shop; wrecking bar	09/07/2011		6.46
5090779	Friendship park; return supplies	09/07/2011		-35.21
6013393	Friendship park; supplies	09/07/2011		47.53
3074555	Walk & Roll; garbage cans, bags, tape	09/07/2011		93.66
9010214	Screws	09/07/2011		6.30
9010214	Socket	09/07/2011		3.25
19848	Maint shop; wrecking bar	09/07/2011		6.46
19848	Insecticide	09/07/2011		8.66
19888	Nozzle	09/07/2011		15.14
0046226	Hammer	09/07/2011		32.43
0046226	Server room; shelves	09/07/2011		74.62
5013552	Friendship park; supplies	09/07/2011		6.47
9055465	Round up weed killer	09/07/2011		18.43
			Check Total:	799.23
Check No: 25862	Check Date: 09/07/2011			
Vendor: 2365	Hot Dog USA			
2365-9	Walk & Roll; entertainment	09/07/2011		500.00
			Check Total:	500.00
Check No: 25863	Check Date: 09/07/2011			
Vendor: 1803	Iron Mountain			
DZT1085	Document storage to 9/30/11	09/07/2011		170.84
			Check Total:	170.84
Check No: 25864	Check Date: 09/07/2011			
Vendor: 1701	Johnsons Home & Garden			
359632	Griplock plier	09/07/2011		11.93
359632	Garden hose, tape	09/07/2011		40.37
359031	Machete	09/07/2011		10.85
359031	Keys	09/07/2011		3.89
359767	Aquatics; hose quick connects	09/07/2011		30.27
			Check Total:	97.31
Check No: 25865	Check Date: 09/07/2011			
Vendor: 1514	King County District Court			
1514-9	District court; 2010 reconciliation	09/07/2011		92,869.00
			Check Total:	92,869.00
Check No: 25866	Check Date: 09/07/2011			
Vendor: 0143	King County Finance			
1625787	Jail costs; 7/1-7/31/11	09/07/2011		11,624.75
1625688	Covington Days; traffic control	09/07/2011		3,346.78
			Check Total:	14,971.53
Check No: 25867	Check Date: 09/07/2011			
Vendor: 0204	King County Pet Licensing			
0204-9	Pet license remittance; August	09/07/2011		700.00
			Check Total:	700.00
Check No: 25868	Check Date: 09/07/2011			
Vendor: 0273	King County Water & Land			
COVILA DS#	Debt service; 1/1-6/30/11	09/07/2011		28,407.23
SWM Fees#2	SWM billing services; 1/1-6/30/11	09/07/2011		4,227.72
			Check Total:	32,634.95

				<u>Check Amount</u>
Check No: 25869	Check Date: 09/07/2011			
Vendor: 1405	Lakeside Industries			
12031274MB Asphalt		09/07/2011		322.55
			Check Total:	322.55
Check No: 25870	Check Date: 09/07/2011			
Vendor: 1622	Law Offices of Thomas R Hargan			
11-CV08 Prosecution services through 8/31/11		09/07/2011		4,377.72
			Check Total:	4,377.72
Check No: 25871	Check Date: 09/07/2011			
Vendor: 0400	Les Schwab			
549306 #2764; tire repair		09/07/2011		39.10
			Check Total:	39.10
Check No: 25872	Check Date: 09/07/2011			
Vendor: 1402	Life Line Screening of America			
1402-9 Refund; damage deposit, 8/24/11		09/07/2011		250.00
			Check Total:	250.00
Check No: 25873	Check Date: 09/07/2011			
Vendor: 1719	Derek Matheson			
1719-9 Matheson; WCCMA conference, hotel/miles		09/07/2011		594.80
			Check Total:	594.80
Check No: 25874	Check Date: 09/07/2011			
Vendor: 1327	Ethan Newton			
1327-9 Newton; mileage reimbursement, August		09/07/2011		74.26
			Check Total:	74.26
Check No: 25875	Check Date: 09/07/2011			
Vendor: 0682	Nextel Communications			
591066496- Internet connection card, 8/21-9/20/11		09/07/2011		40.99
591066496- Internet connection card, 8/21-9/20/11		09/07/2011		20.49
591066496- Internet connection card, 8/21-9/20/11		09/07/2011		40.99
591066496- Internet connection card, 8/21-9/20/11		09/07/2011		61.49
			Check Total:	163.96
Check No: 25876	Check Date: 09/07/2011			
Vendor: 0004	Office Depot			
5757932760 Toner		09/07/2011		107.30
5720791110 Office supplies		09/07/2011		535.85
5757932770 Toner		09/07/2011		107.30
5757931130 Office supplies		09/07/2011		431.96
			Check Total:	1,182.41
Check No: 25877	Check Date: 09/07/2011			
Vendor: 1249	Orca Pacific Inc.			
051412 Aquatics; pool chemicals		09/07/2011		187.33
			Check Total:	187.33
Check No: 25878	Check Date: 09/07/2011			
Vendor: 0188	Pacific Business Systems			
7081 Aquatics; phone service		09/07/2011		137.22
			Check Total:	137.22
Check No: 25879	Check Date: 09/07/2011			
Vendor: 1452	Palmer Coking Coal Company			
IN024610 Quarry rock		09/07/2011		129.80
			Check Total:	129.80
Check No: 25880	Check Date: 09/07/2011			
Vendor: 0056	Cassandra Parker			
11-48 Parker; 2011 flexible spending		09/07/2011		109.25
			Check Total:	109.25
Check No: 25881	Check Date: 09/07/2011			
Vendor: 1103	Pat Patterson			
1103-9 Reimbursement; Covington Days giveaway		09/07/2011		29.76
			Check Total:	29.76
Check No: 25882	Check Date: 09/07/2011			
Vendor: 2079	Penton Media, Inc.			
41075409 Windows IT Pro subscription		09/07/2011		32.53

				<u>Check Amount</u>
				Check Total: 32.53
Check No: 25883	Check Date: 09/07/2011			
Vendor: 2177	Pirtek Kent			
S1536502.0	#2761; repairs	09/07/2011		218.20
				Check Total: 218.20
Check No: 25884	Check Date: 09/07/2011			
Vendor: 0161	Puget Sound Energy			
5282721009	Aquatics; electricity, 7/30-8/30/11	09/07/2011		2,303.46
8732768927	Maint shop; electricity, 7/30-8/30/11	09/07/2011		62.18
8732768927	Maint shop; electricity, 7/30-8/30/11	09/07/2011		31.09
8732768927	Maint shop; electricity, 7/30-8/30/11	09/07/2011		62.17
0047532379	Streets; electricity, 7/30-8/30/11	09/07/2011		85.37
177713145-	Streets; electricity, 7/30-8/30/11	09/07/2011		72.79
5282721009	Aquatics; electricity, 7/30-8/30/11	09/07/2011		2,278.80
				Check Total: 4,895.86
Check No: 25885	Check Date: 09/07/2011			
Vendor: 1197	Rainier Wood Recyclers			
00041328	Disposal fees	09/07/2011		103.00
00041328	Disposal fees	09/07/2011		12.00
				Check Total: 115.00
Check No: 25886	Check Date: 09/07/2011			
Vendor: 1882	Safelite Fulfillment, Inc.			
05043-1354	#2900; replace windshield	09/07/2011		246.40
				Check Total: 246.40
Check No: 25887	Check Date: 09/07/2011			
Vendor: 2272	Sellars Electric Inc.			
996	Minor housing repair; #VELA-05-11	09/07/2011		11.44
				Check Total: 11.44
Check No: 25888	Check Date: 09/07/2011			
Vendor: 1905	Sharp Electronics Corporation			
C726166-70	Copier; usage, 7/21-8/24/11	09/07/2011		20.61
				Check Total: 20.61
Check No: 25889	Check Date: 09/07/2011			
Vendor: 2248	Sound Mental Health			
2248-2Qtr	Safe & Sound; 2nd quarter 2011	09/07/2011		250.00
				Check Total: 250.00
Check No: 25890	Check Date: 09/07/2011			
Vendor: 0736	Sound Security, Inc.			
0562505-IN	Security monitoring; September	09/07/2011		738.50
				Check Total: 738.50
Check No: 25891	Check Date: 09/07/2011			
Vendor: 0281	Standard Insurance Company			
0063551000	Life Insurance Premiums, September	09/07/2011		35.03
0063551000	Life Insurance Premiums, September	09/07/2011		269.01
0063551000	Life Insurance Premiums, September	09/07/2011		201.19
0063551000	Life Insurance Premiums, September	09/07/2011		70.65
0063551000	Life Insurance Premiums, September	09/07/2011		42.92
0063551000	Life Insurance Premiums, September	09/07/2011		95.18
0063551000	Life Insurance Premiums, September	09/07/2011		85.84
0063551000	Life Insurance Premiums, September	09/07/2011		42.92
0063551000	Life Insurance Premiums, September	09/07/2011		70.59
0063551000	Life Insurance Premiums, September	09/07/2011		18.39
0063551000	Life Insurance Premiums, September	09/07/2011		22.50
0063551000	Life Insurance Premiums, September	09/07/2011		169.33
0063551000	Life Insurance Premiums, September	09/07/2011		130.98
0063551000	Life Insurance Premiums, September	09/07/2011		44.55
0063551000	Life Insurance Premiums, September	09/07/2011		269.06
0063551000	Life Insurance Premiums, September	09/07/2011		202.70
0063551000	Life Insurance Premiums, September	09/07/2011		70.88
0063551000	Life Insurance Premiums, September	09/07/2011		65.03
0063551000	Life Insurance Premiums, September	09/07/2011		7.91
0063551000	Life Insurance Premiums, September	09/07/2011		80.17

				<u>Check Amount</u>
0063551000	Life Insurance Premiums, September	09/07/2011		33.75
0063551000	Life Insurance Premiums, September	09/07/2011		104.54
0063551000	Life Insurance Premiums, September	09/07/2011		128.76
0063551000	Life Insurance Premiums, September	09/07/2011		51.69
0063551000	Life Insurance Premiums, September	09/07/2011		177.33
0063551000	Life Insurance Premiums, September	09/07/2011		201.72
0063551000	Life Insurance Premiums, September	09/07/2011		46.66
0063551000	Life Insurance Premiums, September	09/07/2011		9.00
0063551000	Life Insurance Premiums, September	09/07/2011		23.91
0063551000	Life Insurance Premiums, September	09/07/2011		34.34
0063551000	Life Insurance Premiums, September	09/07/2011		25.09
0063551000	Life Insurance Premiums, September	09/07/2011		64.88
0063551000	Life Insurance Premiums, September	09/07/2011		8.44
0063551000	Life Insurance Premiums, September	09/07/2011		27.85
0063551000	Life Insurance Premiums, September	09/07/2011		32.19
0063551000	Life Insurance Premiums, September	09/07/2011		11.25
0063551000	Life Insurance Premiums, September	09/07/2011		11.25
			Check Total:	2,987.48
Check No:	25892	Check Date:	09/07/2011	
Vendor:	2265	Traffic Control Services, Inc.		
4408	Flagging services; 8/1-8/4/11	09/07/2011		2,898.00
4368	Flagging services; 7/26-7/28/11	09/07/2011		3,195.00
			Check Total:	6,093.00
Check No:	25893	Check Date:	09/07/2011	
Vendor:	0357	Valley Communications		
0012419	800 MHz access; August	09/07/2011		75.00
			Check Total:	75.00
Check No:	25894	Check Date:	09/07/2011	
Vendor:	0046	Verizon Wireless		
1005874101	Maint shop; on call phone, 8/21-9/20/11	09/07/2011		12.08
1005874101	Maint shop; on call phone, 8/21-9/20/11	09/07/2011		6.03
1005874101	Maint shop; on call phone, 8/21-9/20/11	09/07/2011		12.08
			Check Total:	30.19
Check No:	25895	Check Date:	09/07/2011	
Vendor:	2262	Voyager Fleet Systems Inc.		
8692854601	Vehicle fuel	09/07/2011		3,013.99
			Check Total:	3,013.99
Check No:	25896	Check Date:	09/07/2011	
Vendor:	1408	Washington Workwear Stores Inc		
382	Wesley; safety vest, hard hat	09/07/2011		49.92
349	Gaudette; safety vest	09/07/2011		9.77
349	Gaudette; safety vest	09/07/2011		9.77
349	Gaudette; safety vest	09/07/2011		4.88
377	Hard hat liners	09/07/2011		35.07
			Check Total:	109.41
Check No:	25897	Check Date:	09/07/2011	
Vendor:	1894	Diana Ziolkowski		
1894-9	Facility monitoring; 8/28	09/07/2011		30.00
			Check Total:	30.00
			Date Totals:	187,780.78
			Report Total:	0.00 187,780.78

September 15, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 25898 through Check # 25987

In the Amount of \$2,047.40

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.

Robert Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
25898	2275	Amy Arnold	09/15/2011	4.70
25899	2363	Rebecca Baty	09/15/2011	10.50
25900	2276	Kara Bicknell	09/15/2011	30.00
25901	2277	Debbie Bjorklund	09/15/2011	1.50
25902	2278	Christina Boswell	09/15/2011	51.50
25903	2279	Krista Bowman	09/15/2011	15.00
25904	2280	Shannon Brannon	09/15/2011	15.00
25905	2281	Marc Breitenstein	09/15/2011	27.50
25906	2282	Starla Breitenstein	09/15/2011	27.50
25907	2283	Staci Calicoat	09/15/2011	15.00
25908	2284	Shay Camp	09/15/2011	15.00
25909	2285	Dawn Canan	09/15/2011	11.50
25910	2286	Lisa Cantalini	09/15/2011	15.00
25911	2287	Sean Caudle	09/15/2011	13.60
25912	2288	Kris Chamberlin	09/15/2011	0.75
25913	2289	Julie Collinge	09/15/2011	10.00
25914	2290	Cherie Collins	09/15/2011	15.00
25915	2291	Heather Contreras	09/15/2011	7.50
25916	2292	Courtney Daniels	09/15/2011	7.50
25917	2293	Cassie Delgado	09/15/2011	21.00
25918	2294	Stephanie Dow	09/15/2011	2.40
25919	2295	Kimberly Ehrenberg	09/15/2011	46.00
25920	2296	AJ Fajarillo	09/15/2011	7.50
25921	2297	Vera Garasevic	09/15/2011	52.50
25922	2298	Marius Georgescu	09/15/2011	5.25
25923	2299	Lori Green	09/15/2011	13.60
25924	2300	Darin Hale	09/15/2011	13.60
25925	2301	Kelli Hanenberg	09/15/2011	42.00
25926	2302	Kristin Harbold	09/15/2011	60.00
25927	2303	Michelle Hegland	09/15/2011	7.00
25928	2304	Travis Higdon	09/15/2011	6.00
25929	2305	Kimalie Hollomon	09/15/2011	15.00
25930	2306	Shannon Hope	09/15/2011	7.50
25931	2307	Patricia Hoyle	09/15/2011	7.50
25932	2308	Cindy Hutchinson	09/15/2011	15.75
25933	2309	Jennifer Hutchinson	09/15/2011	7.50
25934	2310	Laura Jenson	09/15/2011	7.50
25935	2311	Marie Jesse	09/15/2011	15.00
25936	2312	Jeff Johnson	09/15/2011	90.00
25937	1877	Wendy Johnson	09/15/2011	88.00
25938	2314	Kimberly Kaiser	09/15/2011	15.00
25939	2315	Blanka Karasek	09/15/2011	7.50
25940	2316	Sue Kido	09/15/2011	67.50
25941	2317	Mary Kindell	09/15/2011	9.81
25942	2318	Jay Knudtsen	09/15/2011	7.50
25943	2319	Tammy Koch	09/15/2011	7.50
25944	2320	Urszula Komisarz	09/15/2011	15.00
25945	2321	Denise LaFrenier	09/15/2011	18.30
25946	2322	Elizabeth Laik	09/15/2011	15.00
25947	2323	Michelle Lauer	09/15/2011	27.50
25948	2324	Yvonne Lawrence	09/15/2011	13.75
25949	2325	Patti Laws	09/15/2011	30.00
25950	2326	Ellie Lee	09/15/2011	68.00
25951	2327	Kimberly Lester	09/15/2011	15.00
25952	2328	Darrel Lewis	09/15/2011	7.50
25953	2329	Andrew Lovre	09/15/2011	7.50
25954	2330	Alejandro Lucero	09/15/2011	15.00
25955	2331	Lady Lynch	09/15/2011	7.50
25956	2332	Kendra Martin	09/15/2011	36.00
25957	2333	Clark Matthys	09/15/2011	61.20
25958	2334	Amanda Mayhew	09/15/2011	32.90
25959	2335	Stephanie Mercado	09/15/2011	45.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
25960	2336	Bobbie Miller	09/15/2011	5.95
25961	2337	Johanna Montgomery	09/15/2011	0.75
25962	2338	Lisa Morrison	09/15/2011	7.50
25963	2339	Pam Nagy-Smith	09/15/2011	7.50
25964	2340	Nami Nakamura	09/15/2011	135.00
25965	2341	Kris Nakanishi	09/15/2011	7.50
25966	2342	Nathalie Norris	09/15/2011	7.50
25967	2343	Anja Ollodart	09/15/2011	6.00
25968	2344	Billie Otter	09/15/2011	7.50
25969	2345	Yvette Paladin	09/15/2011	54.40
25970	2346	Lisa Peckham	09/15/2011	7.50
25971	2347	Diane Petticord	09/15/2011	30.00
25972	2348	Dawn Pringle	09/15/2011	15.00
25973	2349	Doris Reese	09/15/2011	9.25
25974	2350	Rachel Romano	09/15/2011	15.00
25975	2351	Jon Seibel	09/15/2011	27.50
25976	2352	Teresa Sherren	09/15/2011	120.00
25977	2353	Faith Sisley	09/15/2011	27.20
25978	2354	Brenda Skeen	09/15/2011	7.50
25979	2355	Barbara Thomas	09/15/2011	27.50
25980	2356	Huong Tran	09/15/2011	88.00
25981	2357	Tanya Valison	09/15/2011	2.00
25982	2358	Vicky Vargas	09/15/2011	7.50
25983	2359	Rose Wagenman	09/15/2011	40.80
25984	2360	Brenda Weber	09/15/2011	7.50
25985	2361	Trever Whitmier	09/15/2011	3.25
25986	2362	Ryan Whitney	09/15/2011	13.94
25987	2313	Matt Wilson	09/15/2011	3.75

Report Total: 2,047.40

September 16, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 09/16/11 consisting of:

CITY OF COVINGTON CHECK # 1043

PAYLOCITY CHECK # 1000145925 through PAYLOCITY CHECK # 1000145931 and
PAYLOCITY CHECK # 1000146010 through PAYLOCITY CHECK # 1000146015 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$141,811.81

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: _____

09/16/11 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101104	Regular	9/16/2011	Agnish, Ashley	117.60
101105	Regular	9/16/2011	Kirshenbaum, Kathleen	673.04
101106	Regular	9/16/2011	Lyon, Valerie	1,370.68
101107	Regular	9/16/2011	Matheson, Derek M	4,280.04
101108	Regular	9/16/2011	Mhoon, Darren S	1,242.06
101109	Regular	9/16/2011	Michaud, Joan M	1,748.01
101110	Regular	9/16/2011	Scott, Sharon G	2,159.89
101111	Regular	9/16/2011	Slate, Karla J	2,120.23
101112	Regular	9/16/2011	Hart, Richard	3,331.33
101113	Regular	9/16/2011	Quintanar, Louis A	4,188.01
101114	Regular	9/16/2011	Cles, Staci M	1,597.70
101115	Regular	9/16/2011	Hagen, Lindsay K	1,356.08
101116	Regular	9/16/2011	Hendrickson, Robert	3,942.33
101117	Regular	9/16/2011	Parker, Cassandra	2,204.67
101118	Regular	9/16/2011	Dalton, Jesse J	1,900.29
101119	Regular	9/16/2011	Garnett, Stuart W	853.03
101120	Regular	9/16/2011	Guest, Robert	631.18
101121	Regular	9/16/2011	Hall, Ron	990.21
101122	Regular	9/16/2011	Junkin, Ross D	2,462.36
101123	Regular	9/16/2011	Marchefka, Joe A	1,972.60
101124	Regular	9/16/2011	Wesley, Daniel A	2,062.82
101125	Regular	9/16/2011	Bykonen, Brian D	1,539.97
101126	Regular	9/16/2011	Christenson, Gregg R	2,528.08
101127	Regular	9/16/2011	Lyons, Salina K	2,138.82
101128	Regular	9/16/2011	Meyers, Robert L	3,032.21
101129	Regular	9/16/2011	Ogren, Nelson W	2,442.13
101130	Regular	9/16/2011	Thompson, Kelly	1,751.86
101131	Regular	9/16/2011	Morrissey, Mayson	2,447.02
101132	Regular	9/16/2011	Bahl, Rachel A	1,467.33
101133	Regular	9/16/2011	Newton, Ethan A	1,913.09
101134	Regular	9/16/2011	Patterson, Clifford	2,228.21
101135	Regular	9/16/2011	Thomas, Scott R	3,192.68
101136	Regular	9/16/2011	Akramoff, Glenn A	3,209.03
101137	Regular	9/16/2011	Bates, Shellie L	1,793.11
101138	Regular	9/16/2011	Buck, Shawn M	1,396.00
101139	Regular	9/16/2011	French, Fred	2,923.03
101140	Regular	9/16/2011	Parrish, Benjamin A	1,638.27
101141	Regular	9/16/2011	Vondran, Donald M	3,221.08
101142	Regular	9/16/2011	Carrillo, Cameron	67.66
101143	Regular	9/16/2011	Cox, Melissa	245.60
101144	Regular	9/16/2011	Felcyn, Adam	311.68
101145	Regular	9/16/2011	Golan, Samuel	133.78
101146	Regular	9/16/2011	Halbert, Mitchell S	72.80
101147	Regular	9/16/2011	Houghton, Cassandra L	255.91
101148	Regular	9/16/2011	Kiselyov, Tatyana	391.83
101149	Regular	9/16/2011	Lusebrink, Christa	190.16
101150	Regular	9/16/2011	MacConaghy, Hailey	405.58
101151	Regular	9/16/2011	Middleton, Jordan	168.71

101152 Regular	9/16/2011	Mohr, Emily A	83.22
101153 Regular	9/16/2011	Mooney, Lynell	123.38
101154 Regular	9/16/2011	Perko, John	69.64
101155 Regular	9/16/2011	Praggastis, Alexander	262.00
101156 Regular	9/16/2011	Reynolds, Taylor	472.18
101157 Regular	9/16/2011	Beaufriere, Noreen	2,622.65
101158 Regular	9/16/2011	Throm, Victoria J	1,803.89
1000145925 Regular	9/16/2011	Gaudette, John J	1,451.38
1000145926 Regular	9/16/2011	Palmer, Stephen C	773.06
1000145927 Regular	9/16/2011	Beatty, Kyle B	91.01
1000145928 Regular	9/16/2011	Carkeek, Lena	509.18
1000145929 Regular	9/16/2011	Eastin, Tatiana	145.59
1000145930 Regular	9/16/2011	Johansen, Andrea	559.00
1000145931 Regular	9/16/2011	Panzer, Erika	281.96

Totals for Payroll Checks 62 Items 91,557.93

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101159	AGENCY	9/16/2011	ICMA Retirement Trust	14,560.54
101160	AGENCY	9/16/2011	Vantagepoint Transfer Agent-457	348.55
101161	AGENCY	9/16/2011	Paylocity Corporation	125.00
101162	AGENCY	9/16/2011	ICMA Retirement Trust	12,124.38
101163	AGENCY	9/16/2011	ICMA Retirement Trust	2,123.00
1000146010	AGENCY	9/16/2011	City of Covington	2,310.18
1000146011	AGENCY	9/16/2011	City of Covington Employee Fund	68.00
1000146012	AGENCY	9/16/2011	WASH CHILD SUPPORT	110.41
1000146013	AGENCY	9/16/2011	King County Superior Court	210.40
1000146014	AGENCY	9/16/2011	United Way of King County	18.00
1000146015	AGENCY	9/16/2011	HRA VEBA Trust Contributions	1,020.00
Totals for Third Party		11 Items		33,018.46

Summary

Check #1043	ICMA Retirement Trust	28.18
	Tax Liabilities	17,053.54
	Paylocity Fees	153.70
	Grand Total	<u>\$141,811.81</u>

Consent Agenda Item C-3

Covington City Council Meeting

Date: September 27, 2011

SUBJECT: CONSIDER AN ORDINANCE GRANTING COVINGTON WATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Franchise Ordinance between City of Covington and Covington Water District

PREPARED BY: Glenn Akramoff, Public Works Director
Sara Springer, City Attorney

EXPLANATION:

Staff presented for discussion at the September 13th City Council meeting the draft proposal of the negotiated franchise with Covington Water District. Having addressed the comments and concerns, staff is bringing the issue back for approval. The term of the original agreement was five years and will end in October 2011.

The major changes to the franchise include:

Section 1. (g) Types of Work: The work has been divided into three classes of work: Class A (daily operation activities) which requires no permit; Class B (regular scheduled maintenance and repair activities) which requires a minor permit; and Class C (repair and capital projects) which requires full City permits to undertake the task.

Section 4. Relocation of Facilities: Specifying coordination on projects, information sharing on perspective projects and cost sharing for relocation of facilities.

Section 9. Franchise Term: Increasing the franchise term from five to ten years (end date November 30, 2021) and providing a provision for automatic renewal for additional 10 years if mutually agreed upon.

The pending outcome of the *Lane v. Seattle* case will be addressed at the time of the court ruling by both parties. The *Lane* case is the pending litigation that implies that cities are required to provide and pay for the part of the water system that is for fire suppression.

ALTERNATIVES:

None

FISCAL IMPACT:

None: Franchise fees will not be assessed as they were not in the last agreement. This is consistent with general practice in the industry as it is rare for cities to charge utility districts franchise fees. In the agreement the City does reserve the right to assess them in the future.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

**Council member _____ moves, Council member _____
seconds, to adopt an ordinance granting a non-exclusive franchise with
Covington Water District.**

REVIEWED BY: City Manager; City Attorney, Finance Director

ATTACHMENT 1

ORDINANCE NO. 09-11

AN ORDINANCE OF THE CITY OF COVINGTON GRANTING COVINGTON WATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON, WASHINGTON, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, Covington Water District, a Washington special purpose municipal corporation ("District"), owns water facilities ("Facilities") located in the City of Covington, a Washington non-charter municipal code city ("City"), and a portion of such Facilities are located within the City right-of-way (ROW) as hereinafter defined; and

WHEREAS, RCW 57.08.005(3) and (5) authorize the District to conduct water throughout the District and any city and town therein, and construct and lay facilities along and upon public highways, roads and streets within and without the District; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant non-exclusive franchises for the use of the public streets above or below the surface of the ground by publicly owned and operated water and sewer facilities; and

WHEREAS, the City and the District have drafted a Franchise Agreement to provide for the operation of District Facilities within the City right-of-way;

NOW THEREFORE, the City Council of the City of Covington do ordain as follows:

Section 1. Definitions. Where used in this franchise (the "Franchise") these terms have the following meanings:

(a) "City" means the City of Covington, a Washington Municipal Corporation, and its respective successors and assigns.

(b) "District" means the Covington Water District, a Washington special purpose Municipal Corporation, and its respective successors and assigns.

(c) "Franchise Area" means any, every and all of the roads, streets, avenues, alleys, highways and rights-of-way of the City as now laid out, platted, dedicated or improved in District's service area within the present corporate boundaries of the City, and as such corporate boundaries may be extended within District's service area by annexation or otherwise.

(d) "Facilities" means tanks, meters, pipes, mains, services, valves, blow-offs, vaults, fire hydrants, risers, manholes, generators, electrical control panels, power meters, telephone connections, pressure reducing valves ("PRVs"), pump stations, meter stations, lift stations, lines, and all other necessary or convenient facilities and appurtenances thereto, whether the same be located over or under ground.

(e) "Ordinance" means this Ordinance No. 09-11, which sets forth the terms and conditions of this Franchise.

(f) "Revenue" means income derived by the District from the sale of metered water to customers whose connections to the District's water system are located within the City. Revenue shall not include: late fees; impact or mitigation fees; any type of connection charges, general facilities charges, or local facilities charges; grants; contributed assets (CIAC); loans; income from legal settlements not related to water sales to District customers; income from telecommunication leases or licenses; income from real property or from real property sales; income from the sale of surplus equipment, tools or vehicles; interest income; penalties; hydraulic modeling fees; water system extension agreement fees and charges; income from street lights; labor, equipment and materials charges; or any other fees and charges.

(g) Types of Work: Class A, B or C:

"Class A work" means work that has little or no effect on the ROW. Examples of Class A work include accessing existing manholes, hand holes and vaults, repairing or maintaining hydrants while breaking four (4) square feet or less of pavement, raising valves, trimming trees, providing cathodic protection, replacing above-ground meters, and installing water sampling stations. A permit is not needed for Class A work.

"Class B work" means work that has a moderate effect on the ROW. Examples of Class B work include making an initial pavement cut of between four (4) and fifteen (15) square feet, removing two (2) or fewer panels of sidewalk and associated curb and gutter, trenching the ROW for twenty-five (25) linear feet or less outside the paved area, installing short side utility services while disturbing between four (4) and fifteen (15) square feet of pavement, pushing under a road for pipe-bursting / pipe replacement work, and installing underground vaults. The permit requirements, if any, for Class B work shall be determined by the City on a case-by-case basis. Any Class B work requiring traffic control or inspection shall require a permit. A programmatic permit may be issued by the City for low-impact and routine Class B work including, but not limited to, flushing.

"Class C work" means work that has a major impact on the ROW. Examples of Class C work includes constructing any capital related work, installation of 100 linear feet or more of underground utility piping within the ROW or attaching to any bridge structure, and constructing a main line or any open cut road crossing. A permit is always necessary for Class C work.

Any work to be performed on SE 272nd (Kent Kangley Road) shall be classified only as either Class B or Class C work.

Section 2. Franchise.

A. Facilities within Franchise Area. The City does hereby grant to District the right, privilege, authority and franchise to construct, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through and across the Franchise Area for purposes of its water utility functions as defined in Title 57 RCW beginning on the Effective Date of this Ordinance.

B. Maintenance of Facilities within Franchise Area. The City does hereby grant to District the right, privilege, authority and franchise to maintain and operate its facilities located in, upon, over,

under, along, through and across the Franchise Area. Activities may include, but not be limited, to flushing, hydrant exercise and other non-contractor maintenance work. This type of work shall be considered Class B work pursuant to Section 1(g).

C. **Permission Required to Enter Onto Other City Property.** Nothing contained in this Ordinance is to be construed as granting permission to District to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

D. **Compliance with Laws and Regulations.** At all times during the term of this Franchise, District shall fully comply with all applicable federal, state, and local laws and regulations.

E. **Exclusive Operation of Water System.** The City hereby grants the District the exclusive right to operate a water system.

Section 3. Non-interference of Facilities.

A. District's Facilities shall be located, relocated and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Nothing herein shall preclude District from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided District receives prior City approval, which shall not be unreasonably withheld.

B. Whenever it is necessary for District, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, District shall, upon completion of such excavation, restore the surface of the Franchise Area to City standards and at least to the same condition existing prior to any such excavation, installation, construction, relocation, maintenance or repair. Survey monuments shall not be removed or destroyed without the District first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030. All survey monuments, which have been distributed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. District agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole expense.

If it is determined that the District has failed to restore the right-of-way in accordance with this Section, the City shall provide the District with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and District shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

Section 4. Relocation of Facilities.

A. Whenever the City causes the grading or widening of the Franchise Area or undertakes construction of storm drainage lines, lighting, signalization, sidewalk improvement, pedestrian amenities, or other public street improvements (for purposes other than those described in Section 4(B) below) and such project requires the relocation of District's then existing Facilities within the Franchise Area, the City shall:

- (1) Pursuant to RCW 35.21.905, or as amended, consult with District in the predesign phase of any such project in order to coordinate the project's design with District Facilities within such project's area; and
- (2) Provide District, at least one hundred eighty (180) days prior to the commencement of such project, written notice that a project is expected to require relocation; and
- (3) Provide District with reasonably accurate and specific plans and specifications for such grading, widening, or construction and a proposed new location within the Franchise Area for District's Facilities.
- (4) Provide information to the District regarding street overlay projects for the opportunity to adjust valves located or to adjust valves that are deemed a traffic issue by the City. Valve adjustment is considered Class B work and a permit is not normally required, unless the project is part of a larger road repair or construction job. The permit will be obtained by the entity serving as the lead agency for the project.
- (5) Enter an Interlocal Agreement with the District for the coordination and allocation of costs of work accomplished through competitive bidding when it is deemed efficient and cost effective for citizens and ratepayers of the two municipalities to complete construction work under one contract.

After receipt of such notice and such plans and specifications, District shall relocate such Facilities within the Franchise Area so as to accommodate such street and utility improvement project; provided, however, District may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocations. The City shall within a reasonable time evaluate such alternatives and advise District in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If so requested by the City, District shall submit such additional information as is reasonably necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. In the event the City ultimately reasonably determines that there is no other reasonable or feasible alternative, then District shall relocate its Facilities as otherwise provided in this Section 4. The City shall cooperate with District to designate a substitute location for its Facilities within the Franchise Area. City will establish a date by which Facilities will be relocated, which date will be not less than one hundred twenty (120) days after written notice to District as to the facility to be relocated. District must finish relocation of each such Facility by the date so established. The cost of relocating such Facilities existing within the Franchise Area shall be paid as follows:

- (I) if the relocation occurs within six (6) years after District initially constructed such Facility, then the relocation shall be at the City's sole cost, except as otherwise provided below relating to phased projects;
- (II) if the relocation occurs more than six (6) years but within ten (10) years after District initially constructed such Facility, then the City shall pay fifty percent (50%) of the cost of such relocation and District shall pay the remaining fifty percent (50%); and
- (III) if the relocation occurs more than ten (10) years after District initially constructed such Facility, then the relocation shall be at District's sole cost.

- (IV) For the purpose of planning, District and the City shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other party.

The City and District agree that phased projects require special treatment in order to avoid potential inequities in the assignment of relocation costs when Facilities installed as part of a planned phased project need to be relocated within the 6-year period described in subparagraph (I) above. In situations where a subsequent phase of a project requires a modification to Facilities constructed during an earlier phase of the same project within the referenced 6-year period, the parties agree that the City shall not be responsible for relocation costs associated with modifications to, or replacements of, the first forty (40) feet of water pipe (i.e., two lengths of standard length pipe) that were installed in an earlier phase of the project. The City and District acknowledge that this special rule relating to phased projects will help facilitate the efficient planning and implementation of phased projects.

B. Whenever any person or entity, other than the City, requires the relocation of District's Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the City requires the relocation of District's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then District shall have the right as a condition of such relocation to require such person or entity to:

- (1) make payment to District at a time and upon terms acceptable to District for any and all costs and expense incurred by District in the relocation of District's Facilities; and
- (2) protect, defend, indemnify and save District harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of District's Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of District's Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of District's Facilities.

C. This Section 4 shall govern all relocations of District's Facilities required in accordance with this Franchise. Any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other rights not in the Franchise Area shall be borne by the City, provided the City obtains the District's prior consent to such location or relocation.

D. District recognizes the need for the City to maintain adequate width for installation and maintenance of City owned utilities such as, but not limited to, sanitary sewer, water, storm drainage and telecommunication facilities. Thus, the City reserves the right to maintain reasonable clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each right-of-way segment shall be noted and conditioned with the issuance of each right-of-way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, District shall locate in an alternate right-of-way, obtain easements from private property owners, or propose alternate construction methods, which maintain and/or enhance the existing clear zones.

E. For the purpose of this Section 4, a project or improvement is considered to be caused by the City (as described in 4(A) above) if it is permitted by the City and either of the following conditions exist:

- (1) the City is lead agency for the project or improvement, and

- (2) the City is responsible for over 50% of the overall costs of said improvement or project, which 50%, if applicable, includes any grant money received from another entity for the project.

Section 5. Planning Coordination.

A. Growth Management. The parties agree to participate in the development of, and reasonable updates to, the other party's planning documents as follows:

1. For District's service area within the City limits, District will participate in a cooperative effort with the City to develop a Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

2. District will participate in a cooperative effort with the City to ensure that the Utilities Element of City's Comprehensive Plan is accurate as it relates to District's operations and is updated to ensure continued relevance at reasonable intervals.

3. District shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the City within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information, provided that such information is in the District's possession, or can be reasonably developed from the information in the District's possession.

4. The City will provide information relevant to the District's operations within a reasonable period of written request to assist the District in the development or update of its Comprehensive Water Plan, provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

B. System Development Information. District and City shall each assign a representative whose responsibility shall be to coordinate planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include:

1. By February 1st of each year, District shall provide the City with a schedule of its planned capital improvements which may affect the right-of-way for that year.

2. By February 1st of each year, City shall provide the District with a schedule of its planned capital improvements which may affect the right-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other right-of-way activities that could affect District capital improvements and infrastructure.

3. District shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

4. All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption or damages.

5. The City and the District agree to cooperate in the planning and implementation of emergency operations response procedures.

6. Without charge to either party, both parties agree to provide each other with as-built plans, maps and records that show the vertical and horizontal location of its facilities within right-of-

way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100'). Maps shall be provided in Geographical Information System (GIS) or other digital electronic format used by the City or the District, and upon request, in hard copy plan form used by City or District.

Section 6. Indemnification.

A. District shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of District or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted District in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns; provided further, this indemnity provision shall not be construed to be a waiver of any legal obligation or duty District may have to charge the City and any legal obligation or duty the City may have to pay for the cost of fire hydrants and related fire suppression services and facilities provided by District within the Franchise Area, nor shall this indemnity provision be construed to be a waiver of any legal obligation or duty District may have to charge the City for any services District may provide the City which are determined in the future to be a governmental function which the City should provide or pay for.

B. City shall indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of City or its agents, servants, employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this Franchise or in exercising the rights granted City in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the District, its agents, officers, employees, volunteers or assigns.

C. In the event any such claim or demand be presented to or filed with the District or the City arising out of or relating to the acts or omissions in whole or in part to the other party, the party shall promptly notify the other party thereof, and the party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

D. City hereby releases and agrees to indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, costs, judgments, awards or liability to any person arising from District's compliance with this Franchise.

E. City hereby releases and agrees to indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, costs, judgments, awards or liability to any person arising from City's decision to issue development permits based on accurate information on fire flow and water availability provided by District or the City's enforcement of the International Fire Code.

F. Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of City and District, their officers,

employees and agents, District's liability hereunder shall be only to the extent of District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

Section 7. Default. If District shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon District a written order to so comply within thirty (30) days from the date such order is received by District. If District is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to District. The City may act without the thirty (30) day notice in case of an emergency. The City may in addition, by ordinance adopted no sooner than five (5) days after notice of the City Council hearing (at which District will have an opportunity to be heard) on the impending ordinance is given to District, declare an immediate forfeiture of this Franchise, provided, however, if any material failure to comply with this Franchise by District cannot be corrected with due diligence within said thirty (30) day period (District's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control, in which case the time within which District may so comply shall be extended for such time as may be reasonably necessary and so long as District commences promptly and diligently to effect such compliance), provided good faith dispute does not exist concerning such compliance.

In addition to other remedies provided herein, if District is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending District right-of-way use permits until compliance is achieved.

Section 8. Non-exclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area, which do not interfere with District's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 9. Franchise Term. Subject to the provisions of Section 10 and 11 below, this Franchise is and shall remain in full force and effect from its Effective Date as defined in Section 26 herein until November 30, 2021, and on November 30 every ten (10) years thereafter, the term shall automatically be extended for an additional ten (10) years, unless either District or the City gives the other party written notice of non-renewal prior to any such renewal date, in which case this Franchise shall terminate ten (10) years after such renewal date; however, District shall have no rights under this Franchise nor shall District be bound by the terms and conditions of this Franchise unless District shall, within thirty (30) days after the passage date of the Ordinance referred to in Section 28 herein, file with the City its written acceptance of this Franchise, in a form acceptable to the City Attorney.

Section 10. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable City ordinances and codes, as they now exist or may hereafter be amended, provided the City shall not unreasonably affect or modify any portion of this Franchise without District's written approval. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by District shall be performed by District in accordance with applicable federal, state and city rules and regulations, including the City Public Works Policies and Pre-approved Plans, and any required permits, licenses or regulatory fees, and applicable safety standards then in effect or any Memorandum of Understanding with District.

B. In the event that any territory served by District is annexed to the City after the effective date of this Franchise, this franchise agreement shall be deemed to be the new agreement required to be granted to a franchisee in annexed territory by RCW 35A.14.900 for whatever period of time is then required under that statute or the remaining time left under this franchise agreement for the Franchise Area, whichever is longer. Such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation.

Section 11. Location of Facilities and Equipment. With the exception of components that are traditionally installed above ground such as fire hydrants, blow-offs, vault lids, risers, manhole covers, generators, electrical control panels, power meters, telephone connections, and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's Land Use Code and applicable development pre-approved plans.

Section 12. Record of Installations and Service. With respect to excavations by District and the City within the Franchise Area, District and the City shall each comply with their respective obligations pursuant to Chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law.

Upon written request of the City, District shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

Upon written request of District, the City shall provide District with the most recent update available of any plan of potential improvements to its Facilities located within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

As-built drawings of the precise location of any Facilities placed by District in any street, alley, avenue, highway, easement, etc., shall be made available to the City within ten (10) working days of request.

Section 13. Shared Use of Excavations. District and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. District and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

If at any time, or from time to time, either District, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

- (a) no statutes, laws, regulations or ordinances prohibit or restrict the proximity of other utilities or facilities to District's Facilities installed or to be installed within the area to be excavated;

(b) such joint use shall not unreasonably delay the work of the party causing the excavation to be made;

(c) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The City reserves the right to not allow open trenching for five (5) years following a street overlay or improvement project. District shall be given written notice at least one hundred eighty (180) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums.

The City reserves the right to require District to joint trench with other facilities if both parties are anticipating trenching within the same portion of the Franchise Area and provided that the terms of (a), (b) and (c) above are met.

Section 14. Insurance. District shall maintain in full force and effect throughout the term of this Franchise, a minimum of One Million Dollars (\$ 1,000,000.00) liability insurance for property damage and bodily injury.

The City shall be named as an additional insured on any policy of liability insurance obtained by District for the purpose of complying with the requirements of this Section.

Section 15. Vacation of Franchise Area. If the City determines to vacate any right-of-way which is part of the Franchise Area where District Facilities are located or maintained, any ordinance vacating such right-of-way shall provide and condition such vacation on District obtaining at no cost to District a perpetual easement in such vacated right-of-way for the construction, operation, maintenance, repair and replacement of its facilities located and to be located in such vacated right-of-way.

Section 16. Assignment. All of the provisions, conditions, and requirements herein contained shall be binding upon District, and no right, privilege, license or authorization granted to District hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay, provided that a merger or consolidation of District with or into another Title 57 RCW water-sewer district shall not be considered an assignment for the purposes of this provision and shall not be subject to the City's approval.

Section 17. Notice. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by facsimile transmission with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by facsimile transmission, it shall be deemed given at the time of the sender's receipt of electronic confirmation. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To City: City Clerk
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
253-638-1110

To District : General Manager
Covington Water District
18631 SE 300th Place
Covington, WA 98042
253-631-0565

With copy to: General Counsel
Inslee, Best, Doezie & Ryder, PS
Symetra Financial Center
Suite 1900
777 - 108th Avenue N.E.
Bellevue, WA 98009

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

Section 18. Severability. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

Section 19. Non-Waiver. The failure of either party to enforce any breach or violation by the other party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.

Section 20. Alternate Dispute Resolution. If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed upon between the parties or determined herein, the cost of that process shall be shared equally.

Section 21. Governing Law/Venue. This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall only be filed in King County Superior Court, King County, Washington.

Section 22. Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 23. Amendment. This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 6 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with

the exercise (or failure to exercise) by District of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(a) references this Franchise; and

(b) states that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with subsections (a) and (b) referenced immediately above, the provisions of this Franchise shall control.

Section 24. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the District as set forth in this ordinance. District shall have thirty (30) days from the receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the District by this ordinance.

Section 25. District Acceptance of Franchise. District shall have no rights under this Franchise nor shall District be bound by the terms and conditions of this Franchise unless District shall, within thirty (30) days after the effective date of the ordinance, file with the City its written acceptance of this Franchise.

Section 26. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title ("Effective Date").

Section 27. Superseding Clause. This ordinance supersedes any and all other franchise agreements, ordinances, and/or resolutions between the City and District.

Passed by the City Council on the 27th day of September, 2011.

Mayor Margaret Harto

PUBLISHED: 09-30-2011

EFFECTIVE: 10-05-2011

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

UNCONDITIONAL ACCEPTANCE OF CITY FRANCHISE

I, the undersigned official of Covington Water District, am authorized to bind Covington Water District and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. _____), which are hereby accepted by Covington Water District.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2011.

By: _____

Name: _____

Title: _____

Witness: _____

Name: _____

Consent Agenda Item C-4

Covington City Council Meeting

Date: September 27, 2011

SUBJECT: AUTHORIZE THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH KING COUNTY FOR COORDINATED POLICY AND DECISION MAKING DURING AN EMERGENCY.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Memorandum of Understanding for Coordinated Policy and Decision Making During an Emergency

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

This Memorandum of Understanding (MOU) is a collaborative, non-binding, inclusive agreement.

- It provides a framework for county, city and tribal leadership to coordinate policy decision-making in the event of an emergency affecting their jurisdiction, including:
 - Formalized procedures for any signatory jurisdiction to initiate a conference call when an incident is imminent or a regional response is expected.
 - Allowing for coordination between any number of signatory jurisdictions (coordination with the King County Office of Emergency Management is always available, but NOT required).
 - Organizational options complement the county's Regional Disaster Plan and reflect the National Incident Management System (NIMS) framework and include: (1) Incident Command or Unified Command, (2) a Multiagency Coordination System (MAC), and/or (3) Incident Management Team.
 - The agreement also allows for the determination if a Joint Information Center (JIC) or Joint Information System (JIS) is needed.
- This MOU builds on regional collaboration that began after 9/11 and was accelerated by the situation with Howard Hanson Dam.
- The MOU is voluntary and non-binding and does not impinge on local authority to act. It is not prescriptive and does not require formal adoption.
- The MOU is a living document; any jurisdiction may join at any time.
- This MOU is an important next step in our cooperative efforts, as we build a common framework for making life-saving decisions during an emergency.

Regional planning, coordination and joint decision-making are all critical elements in building communities that are strong and resilient.

ALTERNATIVES:

Not to sign the Memorandum of Understanding.

FISCAL IMPACT:

NONE

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

Council member _____ moves, Council member _____ seconds, to authorize the Mayor to sign the Memorandum of Understanding with King County for Coordinated Policy and Decision Making during an Emergency.

REVIEWED BY: City Manager; City Attorney

**MEMORANDUM OF UNDERSTANDING
FOR
COORDINATED POLICY AND DECISION MAKING
DURING AN EMERGENCY**

This non-binding Memorandum of Understanding (MOU) is between the signatory political subdivision, or signatory Indian tribe, with territory in geographic King County (hereinafter referred to as "Party") and all other signatory Parties.

Background

The political subdivisions, and Indian tribes, with territory in geographic King County are vulnerable to numerous hazards, including earthquakes, flooding, pandemics, and terrorism. An emergency caused by a hazard could occur at any time with little or no warning; cause numerous casualties, fatalities, displaced persons, property loss, damage to the environment, and disruption of essential public services; and require prolonged incident management operations and support activities.

Purpose and Scope

This MOU provides a framework for two or more Parties to coordinate policy decision making in the event they are affected by an emergency.

Each Party is authorized to perform emergency management functions and is responsible for emergency response and recovery within its jurisdiction. Each Party anticipates that, in the event it is affected by an emergency, it will consider a variety of policy decisions related to implementation of emergency management measures and participation in a regional approach to incident management with one or more other Parties. Each Party intends to make and implement policy decisions in a coordinated manner with other affected Parties during emergency response and recovery activities.

Protocol for First Conference Call

Any Party may initiate a conference call with one or more other Parties upon determining that emergency management measures may need to be implemented or that a regional approach to incident management may need to be considered. A Party may initiate a conference call by requesting the King County Duty Officer to schedule the call and notify other Parties. The initiating Party will identify the other Parties to be notified of the call. Additionally, the initiating Party may identify non-Party entities to be notified of the call.

The Party that initiated the conference call will facilitate the discussion. The Parties anticipate that in the initial conference call they may discuss:

- Current information about the situation;
- Emergency management measures under immediate consideration and regional considerations regarding implementation of emergency management measures;

**MEMORANDUM OF UNDERSTANDING
FOR
COORDINATED POLICY AND DECISION MAKING
DURING AN EMERGENCY**

- Review of authorities and/or support outlined in the Regional Disaster Plan (RDP) and/or Omnibus Legal and Financial Agreement;
- Establishment of a Joint Information Center/Joint Information System;
- Schedule for a subsequent conference call or meeting at a specified location and notification to other Parties and non-Party entities which are not on the call.

Ongoing Coordination

The initial conference call described in this MOU is intended to be the first step in ongoing coordination. The structure for ongoing coordination will depend on the incident.

Other Provisions

This MOU is not binding and imposes no enforceable obligations upon the Parties, nor is it intended to restrict the authority of any Party to act independently. If a situation arises where Parties cannot reach a decision by consensus, any Party may make its own decision within its jurisdiction.

This MOU may be modified by written agreement of the Parties.

This MOU is effective upon signature by any two Parties. After the first two signatures, the MOU is effective as to any other Party upon that Party's signature. The MOU may be signed in counterparts and deemed one integrated MOU.

This MOU shall remain in effect until September 1, 2012, and shall be automatically renewed on September 1 of each successive year. Any Party may terminate its participation in this agreement upon sixty (60) days written notice to the other Parties.

**MEMORANDUM OF UNDERSTANDING
FOR
COORDINATED POLICY AND DECISION MAKING
DURING AN EMERGENCY**

SIGNATURE PAGE

The Honorable Margaret Harto
Mayor, City of Covington

Date

This MOU is available for signature by any political subdivision, or Indian tribe, with territory in geographic King County.

Consent Agenda Item C-5

Covington City Council Meeting

Date: September 27, 2011

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH NORTHWEST STORMWATER MANAGEMENT LLC FOR THE JOINT COVINGTON/MAPLE VALLEY STORM SEWER CLEANING CONTRACT.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. 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. Five companies provided complete bids for the service. The lowest bid (Northwest Stormwater Management) is listed below.

Schedule A: City of Covington

Item No.	Items of Work	Bid Qty	Units	Unit Prices	Total Amount
A1	Catch Basins - Type I	2,278	Each	12.00	27,336.00
A2	Catch Basins - Type II	616	Each	45.00	27,720.00
A3	Storm Filters & Vaults	180	Each	75.00	13,500.00
A4	Pre-Settling Tanks	13	Each	1,250.00	16,250.00
A5	Pipe Cleaning	1	Hour	145.00	N/A
A6	Emergency Response	1	Hour	145.00	N/A
Grand Total					84,806.00

Schedule B: City of Maple Valley

Item No.	Items of Work	Bid Qty	Units	Unit Prices	Total Amount
B1	Catch Basins - Type I	2,917	Each	12.00	35,004.00
B2	Catch Basins - Type II	1,265	Each	45.00	56,925.00
B3	Storm Filters & Vaults	272	Each	80.00	21,760.00
B4	Stormwater Vaults	20	Each	1,200.00	24,000.00
B5	Pipe Cleaning	1	Hour	145.00	N/A
B6	Emergency Response	1	Hour	145.00	N/A
Grand Total					137,689.00

Schedule A and Schedule B Grand Total

222,495.00

Staff requests the Covington City Council to award the Storm Cleaning Agreement to the lowest, most qualified bidder, Northwest Stormwater Management, in the amount of \$222,495.00 to clean the storm systems of Covington and Maple Valley as outlined in the agreement. \$222,495.00 is the contract amount for both Covington and Maple Valley. The City of Covington's portion of this agreement is \$84,806.00 (for all three years). The City of Maple Valley's portion of this agreement is \$137,689.00 (for all three years).

Remaining dollars budgeted for storm sewer cleaning in the 2012 City of Covington budget will be used for pipe cleaning and emergency response within the contract.

The City of Covington will administer this contract for Covington as well as Maple Valley as allowed in the ILA between both cities. Costs associated with this contract for work done in the City of Maple Valley will be passed on to the City of Maple Valley. Reimbursement requests will be provided monthly to the City of Maple Valley for the storm sewer cleaning done within their borders as well as administrative costs associated with overseeing this contract.

Each City has a different schedule and frequency for storm sewer cleaning within their individual City which is outlined in the contract documents. This is a three year contract.

ALTERNATIVES:

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

FISCAL IMPACT:

The Agreement for Service with Northwest Stormwater Management for Storm Sewer Cleaning will cost \$222,495.00, not including discretionary items (A5, A6, B5, B6). Covington expects to recover \$137,689.00 (not including any discretionary items) through the course of this agreement.

Covington's 2011 budgeted amount for this activity is \$58,500 (Surface Water Management Fund) of which there is currently \$55,134.75 remaining as of September 15, 2011.

Covington's 2012 proposed budget for this activity will remain at \$58,500 (for work done in Covington done under this contract). The remaining dollars budgeted for storm sewer cleaning in the proposed 2012 budget will be used to establish a storm sewer pipe cleaning program that budget has not allowed in the past. This contract allows Covington to do more than we have in the past with the same amount of money. Emergency response is also included in this contract.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

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

REVIEWED BY: City Manager, City Attorney, Finance Director

**CITY OF COVINGTON
AGREEMENT FOR SERVICES**

Between: City of Covington and Northwest Stormwater Management LLC
 Project: Storm Sewer Cleaning
 Commencing: October 1, 2011
 Terminating: September 30, 2014
 Amount: Not to Exceed \$342,500

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this ___ day of September, 2011, by and between the City of Covington ("City"), a Washington municipal corporation, and Northwest Stormwater Management LLC. ("Contractor"), a limited liability company.

RECITALS:

A. The City, in partnership with the City of Maple Valley ("Maple Valley"), 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 Maple Valley; 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 both Exhibit "A" and Exhibit "B", 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 September 30, 2014, 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 \$342,500.

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. Services for Covington and Maple Valley shall be invoiced separately to the City. Payment shall be made 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 City of Maple Valley requires a Washington State 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 Maple Valley 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 Cities of Covington's and Maple Valley'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 Cities of Covington and Maple Valley 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 Stormwater Management LLC
Attn: Dave Clark
1621 Central Avenue South, Unit #46

Kent, WA 98032

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, Suite 100
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 STORMWATER MANAGEMENT LLC

By: Dave Clark
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 _____, 2011.

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

SCOPE OF SERVICES WITHIN THE CITY OF COVINGTON

The Contractor agrees to provide storm sewer cleaning services during this contract as follows. See Covington maps and spreadsheet for more details (Exhibits A2 and A3)

- **Year 1** All Catch Basins – Type I and II (approximately 609 Type I and 217 Type II) including structures in Stormwater Retention Facilities in **Maintenance Zone 2 and Maintenance Zone 3** will be thoroughly vacuum cleaned and operational. All Storm Filter Vaults (5 Vaults with 81 filters) will be cleaned and filters in them replaced.

Filter Replacement: All structures with storm filters will be cleaned and filters replaced (see item 10 below). This work shall include inspections of each basin, vault, or facility. Inspection reports shall be provided to the City.

- **Year 2** All Catch Basins – Type I and II (approximately 750 Type I and 119 Type II) including structures in Stormwater Retention Facilities in **Maintenance Zone 4** will be thoroughly vacuum cleaned and operational. All Pre-Settling Tanks (13) will be thoroughly washed and vacuum cleaned.

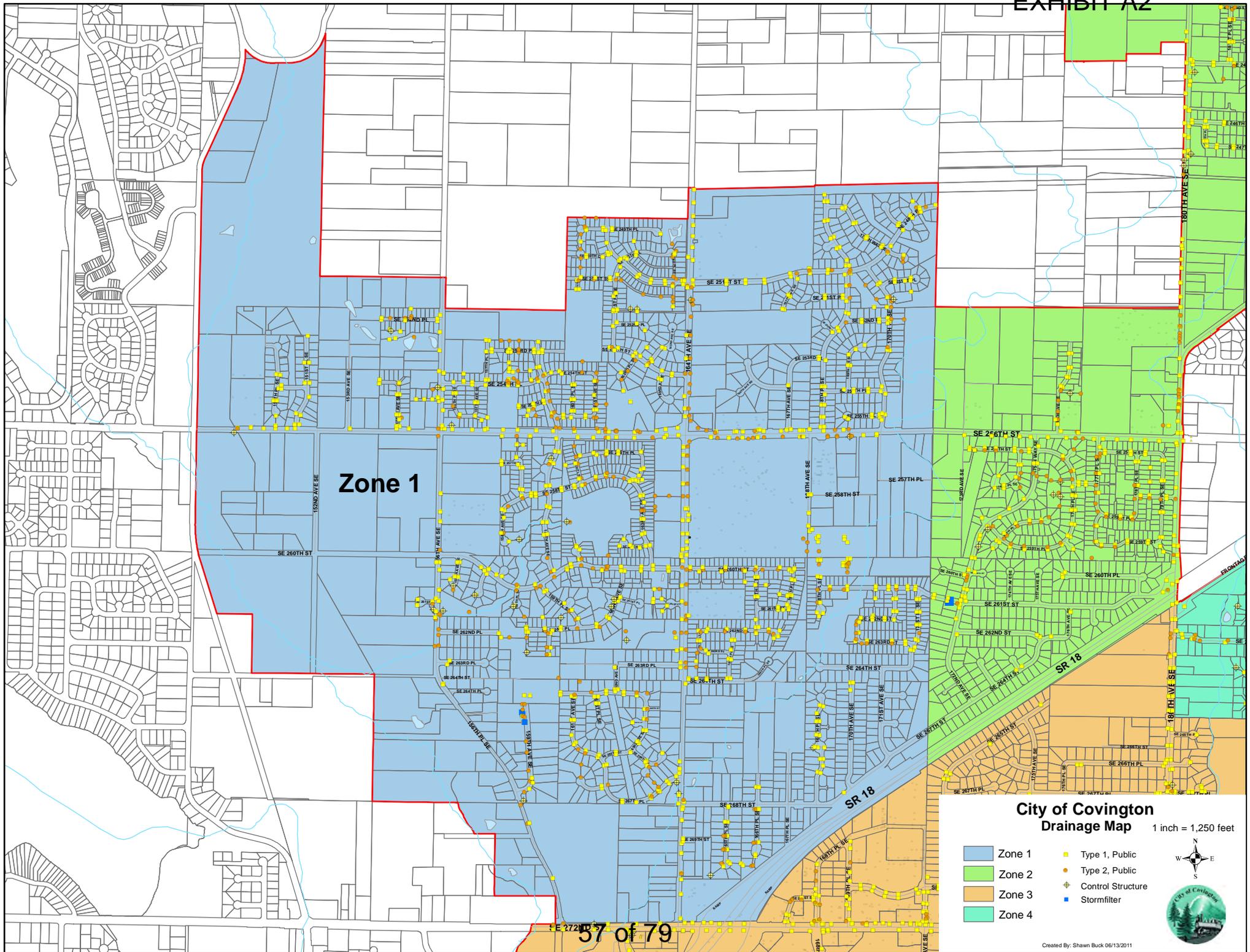
- **Year 3** All Catch Basins – Type I and II (approximately 819 Type I and 280 Type II) including structures in Stormwater Retention Facilities in **Maintenance Zone 1** will be vacuum cleaned and operational. All Storm Filter Vaults (6 Vaults with 99 filters) will be cleaned and filters in them replaced.

Filter Replacement: All structures with storm filters will be cleaned and filters replaced (see item 10 below). This work shall include inspections of each basin, vault, or facility. Inspection reports shall be provided to the City.

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 vaults will consist of washing of interior walls and vactoring of sediment/debris and/or water from structure. Vaults with filters in them are anticipated to have low sediment accumulations. However, it is the Bidder's responsibility to verify conditions prior to submitting a bid.
2. Contractor will follow a systematic route cleaning all Type I and Type II Catch Basins within the identified area, including those in Stormwater Retention Facilities and Storm Filter Vaults.
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. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the City of Covington Maintenance Supervisor.
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. For details on pre-settling tanks to be cleaned, see exhibit A3, Vault Spreadsheet.
9. Contractor will provide the City of Covington Maintenance Supervisor monthly with copies of all waste disposal documents for verification of proper disposal of spoils.
10. Filter Replacement: There are approximately 94 filters that need to be replaced in year one of this contract in the City of Covington. Catch Basins and Vaults containing filters will be thoroughly cleaned. Existing filter media will be vacuumed out, removed, and new filters installed by the Contractor. New replacement filters will be provided to the Contractor by the City. The Contractor shall make arrangements to pick up new filters from a City facility. The Contractor will notify the City 30 days prior to needing filters from the City. The removed plastic filter shells shall be handled with care so that they are not damaged. These will be delivered by the Contractor undamaged to a City Maintenance Facility as directed by the City Maintenance Supervisor. The price for Storm Filters (per each filter) will include the removal and disposal of the used filter media, installation of the new City provided filter, cleaning of the inside of the filter vault, and delivery of the used filter shell to the City.
11. 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.
12. Contractor will provide the City of Covington Maintenance Supervisor with work schedules prior to work commencing.
13. Contractor will provide a weekly inspection log to the City of Covington Maintenance Supervisor via email or fax indicating completed work. The log will be provided to the Contractor by the City.
14. The City of Covington shall be invoiced within 30 days of completion of work.

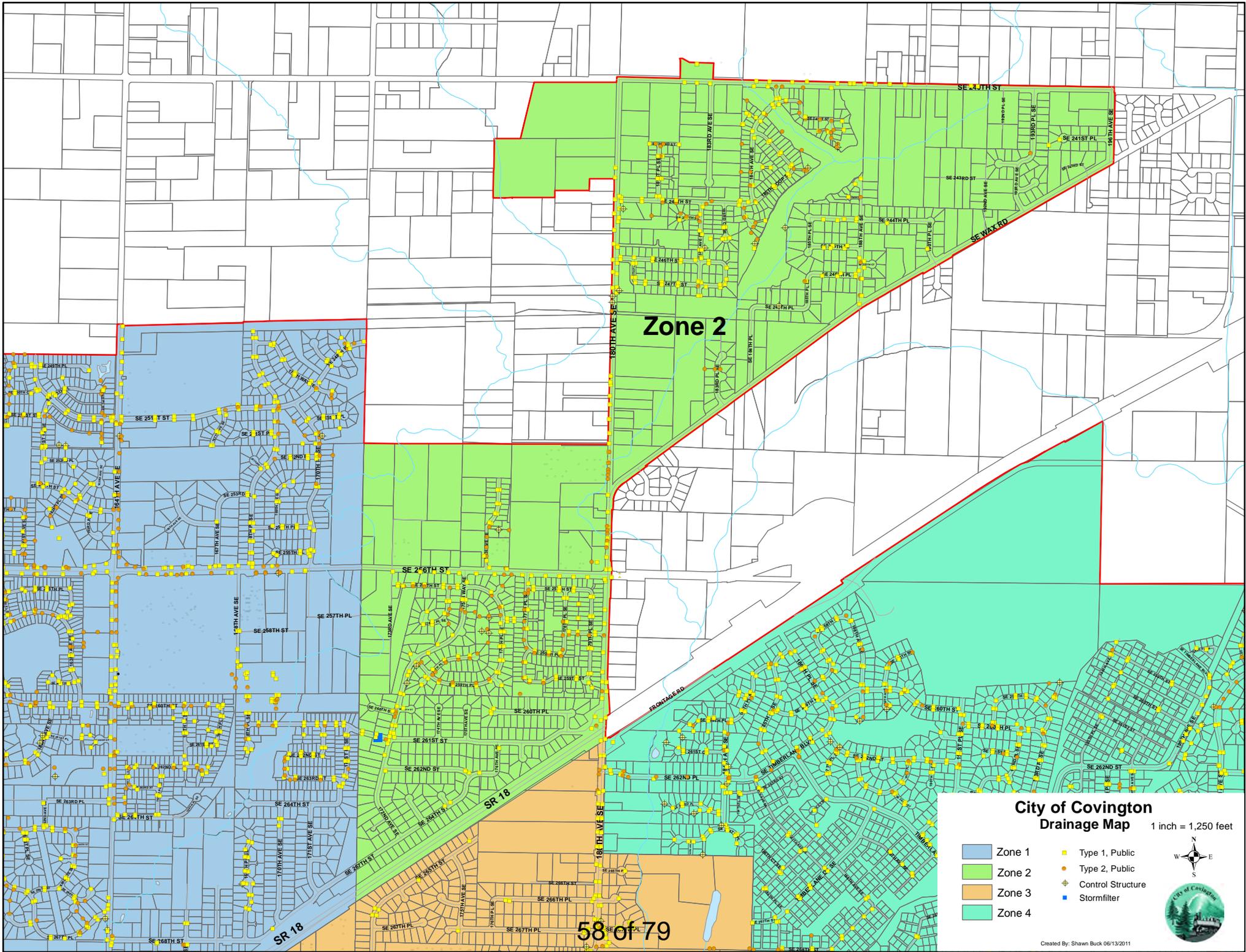


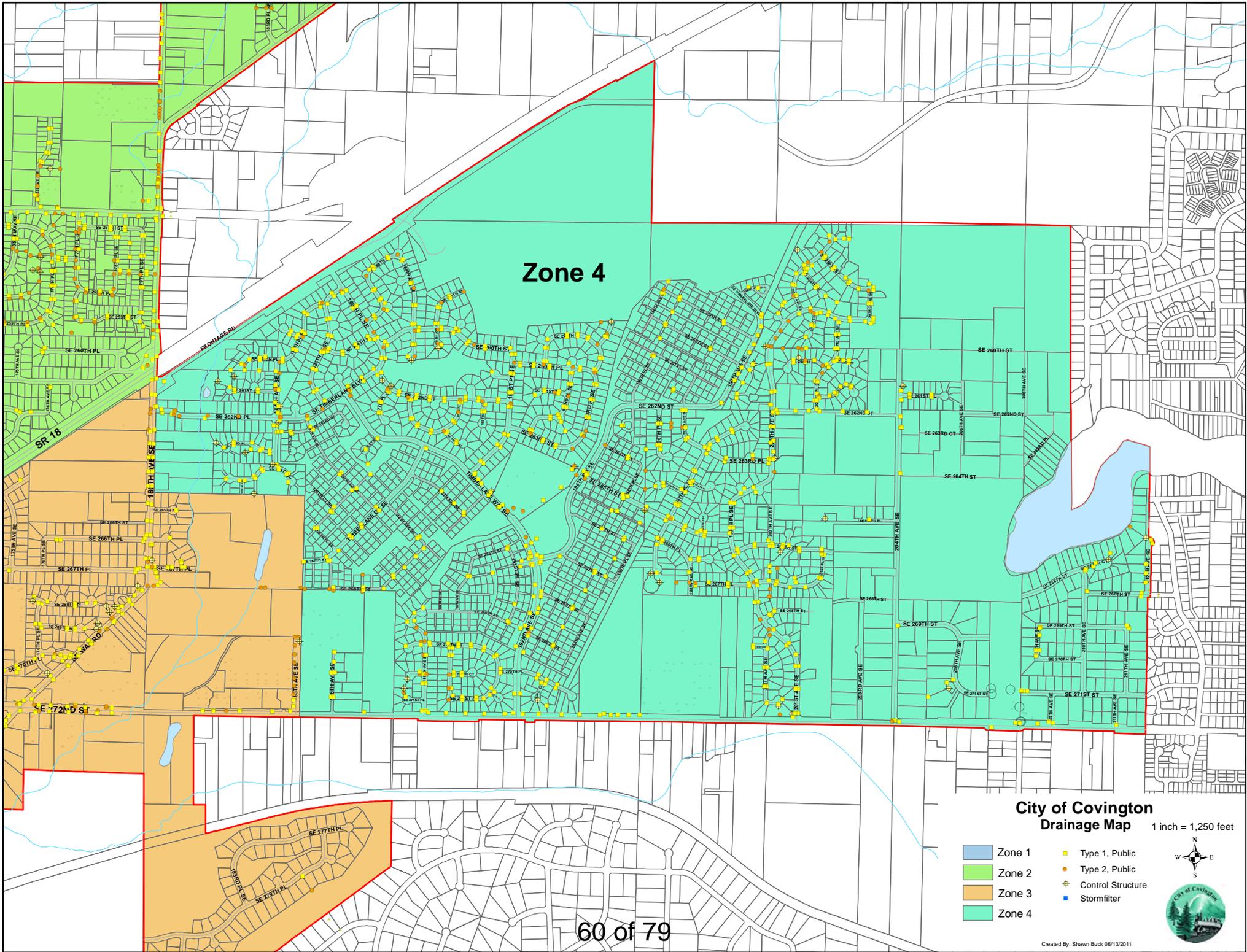
Zone 1

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

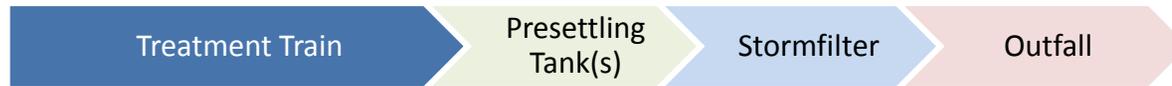
- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Type 1, Public
- Type 2, Public
- Control Structure
- Stormfilter







CITY OF COVINGTON STORMFILTER INVENTORY



Stormfilter Facilities	Facility ID	AKA	Project	Structure(s)	Type / Size	Filters	Structure	ownership	Scheduled Maintenance		
									2012	2013	2014
174th PL SE & SE 270th PL	DI31093	Vet Clinic	LID 99-01	2x50'-60"	Vault 8'x16'	20	70'-60" infiltration	CITY	Filters	Tanks	Filters
174th PL SE & SE 272nd ST	DI31072	Jiffy Lube	LID 99-01	2x50'-60"	Vault 8'x16'	20	70'-60" infiltration	CITY	Filters	Tanks	Filters
172nd AVE SE & SE 272nd ST	DI31071	Walgreens Driveway	LID 99-01	25'-60"; possibly plugged, full of water	Vault 6'x12'	5	35'-48" infiltration	CITY	Filters	Tank	Filters
172nd AVE SE & SE 272nd ST		Walgreens ROW	LID 99-01	25'-60"; possibly plugged, full of water	Vault 6'x12'	5		CITY	Filters	Tank	Filters
SE 256th ST & 168th AVE SE	DV11216	NA	1034	2x80'-48"/2x130'-48"	Vault 8'x16'	31	Direct outfall	CITY	Filters	Tanks	Filters
SE 272nd st & WAX RD	DV31100	NA	1039	8'x14' HDS Vault	Vault 8'x16'	18	Direct outfall	CITY	NA	HDS Vault	Filters
172nd AVE SE & SE 260st ST	DV21210	Wingfield frontage	Wingfield	NA	Manhole 48"	3	35'-36" infiltration	Maint. Bond	NA	NA	NA
SE 261st ST & 172nd AVE SE		Wingfield frontage	Wingfield	NA	Manhole 72"	9	70'-36" infiltration	Maint. Bond	NA	NA	NA
159th AVE SE & SE 265th CT	DV11143	end on 159th	Covington Plat	NA	CB 2 Cartridge	2	46'-48" infiltration	Maint. Bond	NA	NA	NA
SE 265th CT & 159th AVE SE		end on 159th	Covington Plat	NA	CB 3 Cartridge	3		Maint. Bond	NA	NA	NA
SE 265th CT & 159th AVE SE		end on 159th	Covington Plat	NA	CB 3 Cartridge	3		52'-48" infiltration	Maint. Bond	NA	NA

SCOPE OF SERVICES WITHIN THE CITY OF MAPLE VALLEY

The Contractor agrees to provide storm sewer cleaning services during this contract as follows. See Maple Valley maps for more details (Exhibit B2 and B3)

- **Year 1** Annual CB route – Type I and II, including CB’s with oil/water separators (797), Area 1 Catch Basins – Type I and II (808), all Storm Filters within CBs (6 structures with a total of 6 filters), Storm Filters within vaults (10 vaults with approximately 266 filters), and cleaning of Stormwater Vaults (10). All of these structures will be vacuum cleaned and operational. All Storm Filter structures will be cleaned and filters in them replaced.

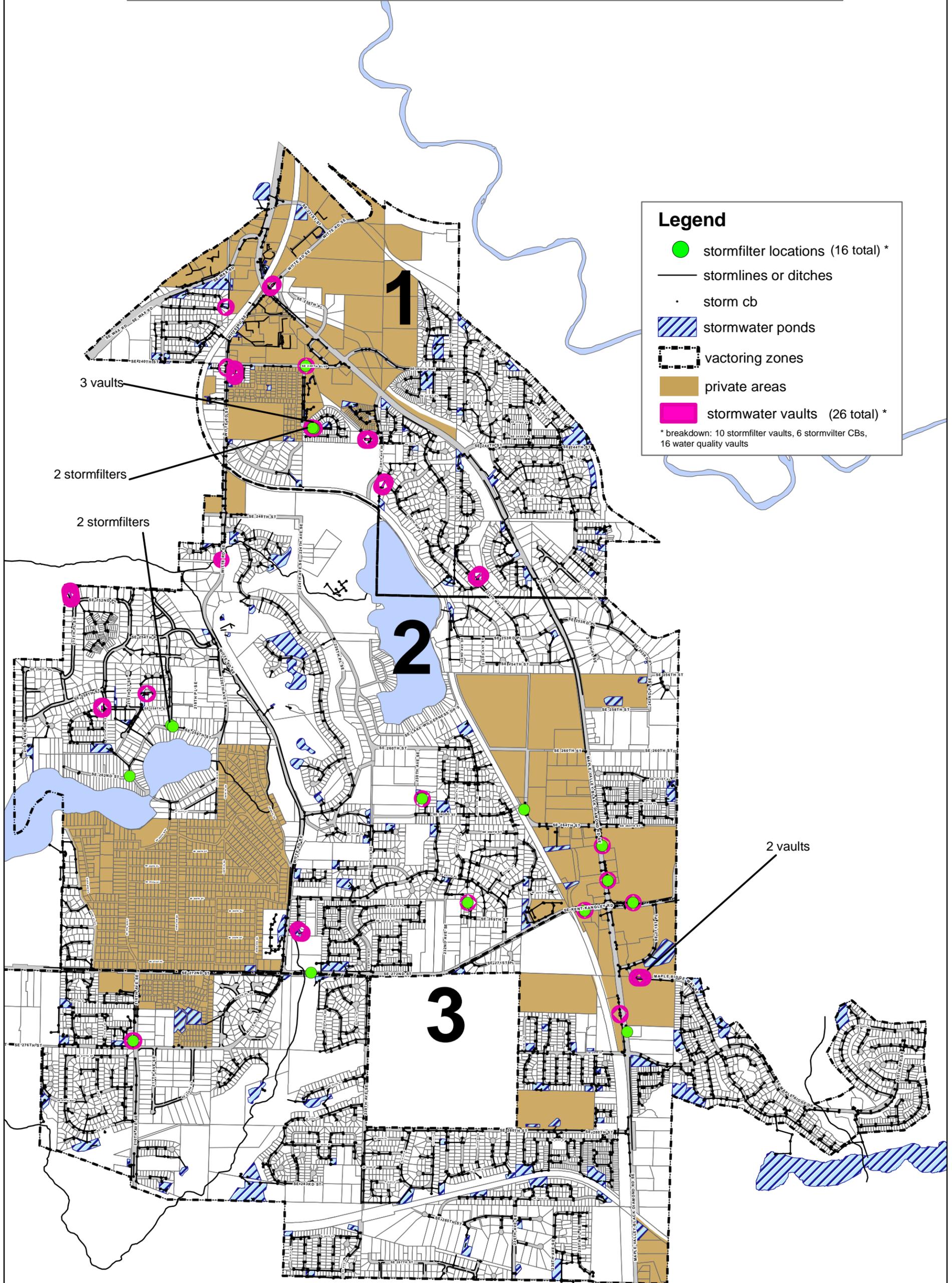
Filter Replacement: All structures with storm filters will be cleaned and filters replaced (see item 10 below). This work shall include inspections of each basin, vault, or facility. Inspection reports shall be provided to the City.
- **Year 2** Annual CB route – Type I and II, including CB’s with oil/water separators (797), Area 2 Catch Basins – Type I and II (1163). All of these structures will be vacuum cleaned and operational.
- **Year 3** Annual CB route – Type I and II, including CB’s with oil/water separators (797), Area 3 Catch Basins – Type I and II (1414), and cleaning of Stormwater Vaults (10). All of these structures will be vacuum cleaned and operational.

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 vaults will consist of washing of interior walls and vactoring of sediment/debris and/or water from structure. Vaults with filters in them are anticipated to have low sediment accumulations. However, it is the Bidder’s responsibility to verify conditions prior to submitting a bid.
2. Contractor will follow a systematic route cleaning all Type I and Type II Catch Basins within the identified area, including those in Stormwater Retention Facilities and Storm Filter Vaults.
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. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the City of Covington Maintenance Supervisor.

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 of material. Again, the Contractor will provide the City with copies of the waste disposal receipts from an approved disposal facility.
9. Contractor will provide the City of Covington Maintenance Supervisor monthly with copies of all waste disposal documents for verification of proper disposal of spoils.
10. Filter Replacement: There are approximately 272 filters that need to be replaced in year one within the City of Maple Valley. Catch Basins and Vaults containing filters will be thoroughly cleaned. Existing filter media will be vacuumed out, removed, and new filters installed by the Contractor. New replacement filters will be provided to the Contractor by the City. The Contractor shall make arrangements to pick up new filters from a City facility. The Contractor will notify the City 30 days prior to needing filters from the City. The removed plastic filter shells shall be handled with care so that they are not damaged. These will be delivered by the Contractor undamaged to a City Maintenance Facility as directed by the City Maintenance Supervisor. The price for Storm Filters (per each filter) will include the removal and disposal of the used filter media, installation of the new City provided filter, cleaning of the inside of the filter vault, and delivery of the used filter shell to the City.
11. 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.
12. Contractor will provide the City of Covington Maintenance Supervisor with work schedules prior to work commencing.
13. Contractor will provide a weekly inspection log to the City of Covington Maintenance Supervisor via email or fax indicating completed work. The log will be provided to the Contractor by the City.
14. The City of Covington shall be invoiced within 30 days of completion of work.

Vicinity Map of Stormwater Vaults and Stormfilters



Legend

- stormfilter locations (16 total) *
- stormlines or ditches
- storm cb
- ▨ stormwater ponds
- ▭ vactoring zones
- private areas
- stormwater vaults (26 total) *

* breakdown: 10 stormfilter vaults, 6 stormfilter CBs, 16 water quality vaults

CB Vactoring Schedule

Legend

Annual Inspections

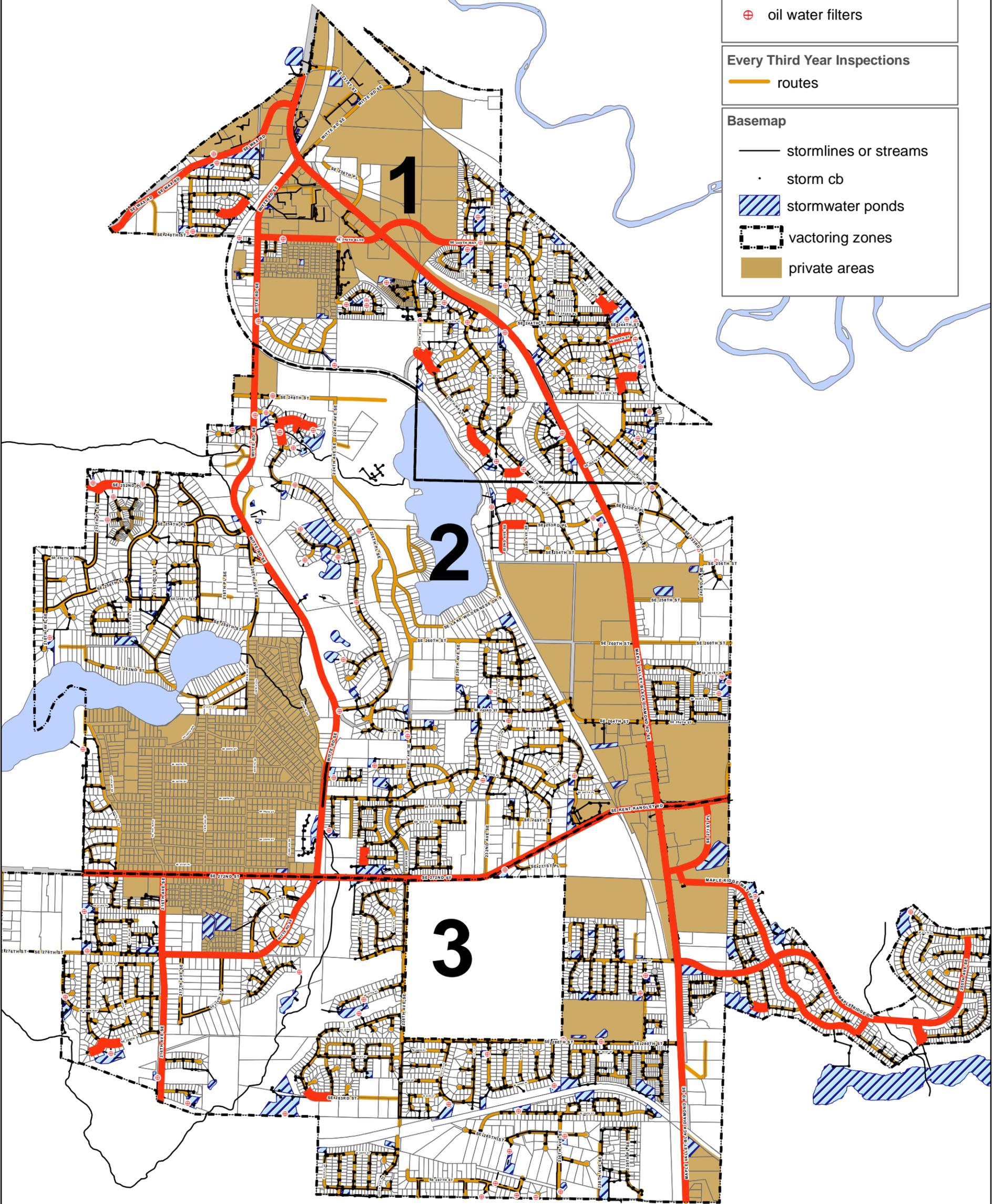
- routes
- ⊕ oil water filters

Every Third Year Inspections

- routes

Basemap

- stormlines or streams
- storm cb
- stormwater ponds
- vactoring zones
- private areas



Zones	Annual CB Type1	Annual CB Typell	Annual Oil Water Separators	Every Third Year CB Type1	Every Third Year CB Typell	Total
ZONE1	129	88	34	551	257	1059
ZONE2	70	86	39	872	291	1358
ZONE3	196	127	28	1099	315	1765
Total	395	301	101	2522	863	4182

EXHIBIT B3

Maple Valley Storm Filter Vaults

No.	Facility ID No.	Location	Development Name	Facility Type	Size	# of Cartridges Required
1	D19910	216th Ave. SE & SE 276th St.	Halhaway Glenn	Precast Stormfilter Vault	11' X 29.5' = 324.5 SF	83
2	D99029	SE Kent-Kangley and east of SR 169	Four Corners	Precast Stormfilter Vault	8' X 16' = 128 SF	20
3	D99030	SE Kent-Kangley and West of SR 169	Four Corners	Precast Stormfilter Vault	6' X 8' = 48 SF	6
4	D99036	26634 Maple Valley Black Diamond Highway	Four Corners	Precast Stormfilter Vault	8' X 16' = 128 SF	22
5	D99037	26458 Maple Valley Black Diamond Highway	Four Corners	Precast Stormfilter Vault	8' X 16' = 128 SF	19
6	D03003	26315 230th Place SE	Wilderness Hills Div 1	Precast Stormfilter Vault	8' X 16' = 128 SF	25
7	D04004	2680 - 233 Ave. SE	Fernwood Lane	Precast Stormfilter Vault	8' X 16' = 128 SF	14
8	D91944	26340 - 235th Avenue SE	Katesridge	Precast Stormfilter Vault	6' X 12' = 72 SF	5
9	D99010	224th Ave. SE & SE 240th Blvd.		Precast Stormfilter Vault	8' X 16' = 128 SF	26
10	D03002	22402 SE 243rd St.	Lakeside Park	Precast Stormfilter Vault	8' X 16' = 128 SF	33
Total Cartridges						253

SUBJECT: PUBLIC HEARING TO RECEIVE COMMENTS FROM THE PUBLIC
REGARDING THE RECENTLY-ADOPTED MEDICAL MARIJUANA
MORATORIUM

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Moratorium Ordinance No. 08-11

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

Pursuant to Section 35A.63.220 of the Revised Code of Washington, the City Council must hold a public hearing on Ordinance No. 08-11, passed by City Council on August 8, 2011, which declared an emergency and adopted a twelve-month moratorium within the City of Covington on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens.

The City Council previously adopted Findings of Fact as part of Ordinance No. 08-11. The Ordinance allows for the Council to amend the Findings of Fact after the public hearing if it so chooses, however no changes or amendments to the previously adopted Findings of Fact are required.

ALTERNATIVES:

1. Take no further action.
2. Direct staff to prepare an ordinance to amend the Findings of Fact.

FISCAL IMPACT: None

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion ___Other

NO ACTION NECESSARY

REVIEWED BY: City Manager; Acting Community Development Director

ORDINANCE NO. 08-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, DECLARING AN EMERGENCY AND ADOPTING A TWELVE MONTH MORATORIUM WITHIN THE CITY OF COVINGTON ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MEDICAL MARIJUANA DISPENSARIES, PRODUCTION FACILITIES, PROCESSING FACILITIES, AND COLLECTIVE GARDENS; DEFINING TERMS; PROVIDING FOR A PUBLIC HEARING ON THE MORATORIUM; AUTHORIZING A WORK PLAN; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998, and now codified as Chapter 69.51A of the Revised Code of Washington (RCW), creates an affirmative defense for qualifying patients to the charge of possession of marijuana, and provides that such patients can, as an alternative to growing marijuana for their own use, designate a designated provider who can provide medical marijuana to only one patient at a time; and

WHEREAS, many jurisdictions have recently seen the establishment of medical marijuana dispensaries within their boundaries, which offer marijuana and marijuana products in exchange for donations and which claim to be operating as designated providers within the meaning of Chapter 69.51A RCW; and

WHEREAS, the Washington State Department of Health has opined that “the law [current Chapter 69.51A RCW] does not allow dispensaries” and that it is “not legal to buy or sell marijuana,” but the Department of Health has left enforcement of the law to local officials; and

WHEREAS, litigation is pending against several jurisdictions that have decided to oppose the location of such facilities within their boundaries; and

WHEREAS, the Washington State legislature passed Engrossed Second Substitute Senate Bill (E2SSB) 5073, Medical Cannabis, that became effective on July 22, 2011; and

WHEREAS, uncertainties and ambiguities exist regarding the meaning and enforcement of E2SSB 5073 because Governor Gregoire vetoed significant portions of the bill, creating a bill that fails to legalize and license medical marijuana dispensaries, production facilities, and processing facilities, but does now allow collective gardens and for cities to enact reasonable zoning, licensing, and taxation regulations regarding these uses; and

WHEREAS, the governor’s veto message pertaining to E2SSB 5073, dated April 29, 2011, explained that several sections of the bill were vetoed as a result of a letter from the U.S. Attorneys for Washington State that reiterated that marijuana possession, production, and

distribution is a federal criminal offense and that state workers would not be immune to prosecution under federal law even if state law decriminalized the use, possession, and production of marijuana for medical purposes, therefore the governor was unwilling to place state workers at risk of federal prosecution for enforcing and following state law; and

WHEREAS, though E2SSB 5073 allows medical marijuana collective gardens, the City of Covington currently has no licensing, zoning, or land use requirements that address collective gardens for medical marijuana production or that address medical marijuana production, processing, or dispensing facilities, should such dispensaries be determined to be authorized by E2SSB 5073; and

WHEREAS, given the extreme uncertainty of the legal status of medical marijuana production facilities, processing facilities, and dispensaries under the current law, and given the legislature's inaction on the subject and the strong possibility for the law to change yet again after the 2012 legislative session, the City requires time for a thorough legal review of the complicated legal framework that currently exists and is still evolving; and

WHEREAS, given the limitations on city staff time and resources, it is not an efficient use of city staff time or resources to commence a planning process by staff and an introduction of materials to the Planning Commission until the legal issues surrounding the development of regulations for medical marijuana production, processing, and dispensing facilities, as well as collective gardens, are resolved; and

WHEREAS, the planning process that occurs will need to consider complex zoning, licensing, and taxation regulations for collective gardens, and marijuana production, processing and dispensing facilities should they be deemed legal; and

WHEREAS, once the City Council receives a recommendation from the Planning Commission it will need a reasonable period of time to consider the recommendations, conduct one or more public hearings, and adopt regulations related to the establishment and citing of medical marijuana collective gardens, and production, processing, and dispensing facilities should they be deemed legal; and

WHEREAS, unless an emergency zoning moratorium is imposed, medical marijuana collective gardens and production, processing, and dispensing facilities may seek to locate within the City of Covington while the City lacks the necessary tools to ensure that such uses are legal, that the location is appropriate, and that the reported secondary impacts of such facilities, which include but are not limited to, invasion of the business, burglaries, robberies associated with the cash and drugs maintained on the site, unlawful use and distribution of marijuana for non-medical purposes, and unlawful commercial marijuana growing operations, are minimized and mitigated; and

WHEREAS, the City Council has determined that an emergency moratorium is necessary in order to protect the public interest, health, and safety until such time as the Council can act on a recommendation from the Planning Commission concerning the establishment and citing of

medical marijuana collective gardens, and production, processing, and dispensing facilities should they be deemed legal; and

WHEREAS, pursuant to RCW 35A.63.220, the city may impose land use and development moratoria to be in effect for a period of up to six (6) months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period;

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

Section 1. Findings of Fact. The “WHEREAS” clauses set forth above are hereby adopted as the City Council’s preliminary findings of fact in support of the moratorium imposed by this ordinance. The City Council may, in its discretion, adopt additional findings at the conclusion of the public hearing referenced in Section 5 below.

Section 2. Moratorium Established. A moratorium is hereby enacted prohibiting within the City of Covington the location, establishment, licensing, operation, maintenance, or continuation of any medical marijuana dispensary, any medical marijuana production facility, any medical marijuana processing facility, or any medical marijuana collective garden, whether for profit or not for profit, asserted to be authorized or actually authorized under E2SSB 5073, Chapter 181, Laws of 2011, Chapter 69.51A RCW, or any other laws of the state of Washington. No building permit, occupancy permit, or other development approval shall be issued for any of the purposes or activities listed above, and no business license or registration shall be granted or accepted while this moratorium is in effect. Any land use permits, business licenses, or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void and without legal force and effect.

As used in this ordinance, the following terms have the meanings set forth below:

A. “Medical marijuana dispensary” any business, agency, organization, cooperative, network, consultation operation, or other group, or person, no matter how described or defined, including its associated premises and equipment, which has for its purpose or which is used to grow, select, measure, package, label, deliver, sell, or otherwise transfer (for consideration or otherwise) marijuana for medical use. A person who is the designated provider for only one (1) qualified patient during any fifteen (15) day period and who complies with Chapter 69.15A RCW, shall not be deemed a medical marijuana dispensary for the purposes of this moratorium.

C. “Medical marijuana processing facility” means premises and equipment where marijuana products are manufactured, processed, handled or labeled for sale, delivery, or transfer (for consideration or otherwise) to a medical marijuana dispensary, or to more than one qualifying patient within any fifteen (15) day period.

D. “Medical marijuana production facility” means premises and equipment where marijuana is planted, grown, harvested, processed, stored, handled, packaged or labeled for sale, delivery, or transfer (for consideration or otherwise) to a medical marijuana processing facility, a medical marijuana dispensary, or to more than one qualifying patient within any fifteen (15) day period.

E. “Medical marijuana collective garden” means a group of qualifying patients that share responsibility for acquiring and supplying the resources required to produce and process marijuana for medical use. Examples of collective garden resources would include, without limitation, the following: property used for a collective garden; or equipment, supplies, and labor necessary to grow and harvest marijuana; marijuana plants, seeds, and cuttings; and equipment, supplies, and labor necessary for proper construction, plumbing, wiring, and ventilation of a garden of marijuana plants. A medical marijuana collective garden shall satisfy the above definition regardless of its formation, ownership, management, or operation as a business, agency, organization, cooperative, network, consultation operation, group, or person. A person who is the designated provider for only one qualified patient during any fifteen (15) day period who complies with Chapter 69.51A RCW or a person who is a qualified patient and who complies with RCW 69.51A, shall not be deemed a medical marijuana collective garden for the purposes of this moratorium.

Section 3. Effective Period of Moratorium. The moratorium established by this ordinance shall become effective as set forth in Section 7 below, and shall continue in effect for twelve months thereafter unless repealed, renewed, or modified by the City Council after a subsequent public hearing and entry of findings of fact.

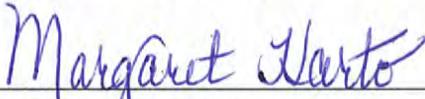
Section 4. Work Program. The City Manager is authorized to allocate the necessary resources to prepare a work program to address issues related to determining the legality of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens, including but not limited to review of the pending dispute between state and federal law enforcement authorities regarding the legality of medical marijuana use under any circumstance and notwithstanding the enactment by the state legislature of RCW 69.51A. In the event that such uses are ultimately determined to be legal, the work plan should also review and research the most appropriate zoning districts in the city for such medical marijuana uses, and develop related development regulations and performance standards applicable to medical marijuana uses in the city as may be necessary.

Section 5. Public Hearing to be Held. A public hearing on the issue of the moratorium shall be held no later than sixty (60) days after the date of adoption herein.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, 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 7. Effective Date. This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall take effect and be in full force immediately upon its adoption. The city clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 9th DAY OF AUGUST, 2011.



Mayor Margaret Harto

PUBLISHED: August 12, 2011

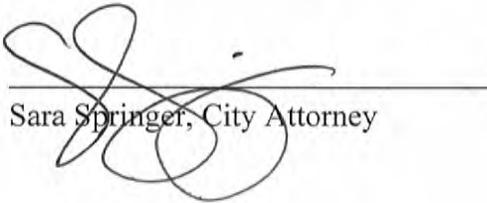
EFFECTIVE: August 12, 2011

ATTESTED:



Sharon Scott, City Clerk

APPROVED AS TO FORM:



Sara Springer, City Attorney

Agenda Item 2

Covington City Council Meeting

Date: September 27, 2011

SUBJECT: CONSIDER PROPOSED ORDINANCE UPDATING THE CITY OF COVINGTON COMPREHENSIVE PLAN BY AMENDING THE EXISTING DOWNTOWN ELEMENT, TRANSPORTATION ELEMENT, AND PARKS ELEMENT, CREATING A NEW SHORELINE ELEMENT, RENUMBERING THE REFERENCES AND APPENDICES CHAPTER, AND AMENDING THE COVINGTON MUNICIPAL CODE (CMC) SECTION 18.31.060 DESIGN STANDARDS STREET TYPE MAP, ADDING A SEGMENT OF 171ST AVE SE AS A TYPE I STREET.

RECOMMENDED BY: Richard Hart, Community Development Director
Salina Lyons, Senior Planner

ATTACHMENT(S):

1. Proposed Ordinance Updating the City of Covington Comprehensive Plan and CMC Section 18.31.060
2. (See Agenda Packet of August 9, 2011, Agenda Item 1 for Ordinance Exhibits A-F)

PREPARED BY: Richard Hart, Community Development Director
Salina Lyons, Senior Planner

EXPLANATION:

As part of the required annual Comprehensive Plan Amendment Process, the City Council “docketed” three (3) Comprehensive Plan Amendments (CPA’s) and one (1) Development Regulation Amendment (DRA) in March of 2011. During the ensuing nine months the city staff and Planning Commission processed the proposed CPA’s and DRA at several public meetings and a public hearing.

Generally, the content of two of the amendments relates to the original recommendations of the Downtown Plan & Zoning Study, and more specifically to the vision of creating new downtown and transportation policies and regulations that focus on a new Town Center designed on the principles of a pedestrian-friendly “Main Street”, with buildings brought to the street frontage and mixed-use development with parking underground or behind buildings. The remaining two amendments involve a revised parks element and a new Shoreline Element of the Comprehensive Plan.

Specifically, Chapter 6 of the Parks Element was totally revised; a new Chapter 13 to the Shoreline Element was written to be added to the Comprehensive Plan; the Downtown Street Type Map Figure 4.5 in the Downtown Element, Chapter 4 was amended; and the 20-Year Capital Improvement Plan 2010-2029, Figure 5.7 was amended. Finally, Covington Municipal Code (CMC) Section 18.31.060 Design Standards Street Type map was amended to add a missing segment of the proposed 171st Ave SE as a Type I Street.

The Planning Commission held their required public hearing on June 16, 2011, and made their recommendation of approval of all four of the docketed Comprehensive Plan and Development Regulation Amendments to the Comprehensive Plan (by a 6-1 vote) to the City Council on July 7, 2011. The City Council held an additional public hearing on July 26, 2011, and no individuals testified or presented comments for Council consideration. The city received two letters of comment from a property owner (Ashton) objecting to the amendments involving the segment of 171st Ave SE being designated as a Type I Street; however, representatives of Ashton did not attend the Council public hearing to confirm their objection and concerns. Staff has completed the required 60-day Department of Commerce state agency notification and received no comments. In addition, the required SEPA non-project notification has been completed with a DNS issued on June 8, 2011.

Attached is the proposed Ordinance adopting all Comprehensive Plan and Development Regulation Amendments as part of the 2011 annual docket.

ALTERNATIVES:

- 1) Adopt the proposed Ordinance for the 2011 annual docket which amends the Comprehensive Plan and Development Regulations, as proposed.
- 2) Schedule the adoption of the 2011 annual docket at a future council meeting for action prior to December 31, 2011.
- 3) Return the issue to the Planning Commission and/or city staff for further study and analysis prior to required action before December 31, 2011.

FISCAL IMPACT:

No direct fiscal impacts are anticipated from these Comprehensive Plan Amendments and Development Regulation Amendment other than the cost of reproducing the new text, maps and tables which will be absorbed by the current budget.

COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to pass an Ordinance updating the City of Covington Comprehensive Plan by amending the Downtown, Parks, & Transportation, Elements; creating a new Shoreline Element; renumbering the References & Appendices Chapter; and amending CMC 18.31.060 Downtown Street Types Map for Design Standards in the Zoning & Development Regulations, in accordance with Attached Exhibits A-F.

REVIEWED BY: City Manager; Finance Director; City Attorney.

ATTACHMENT 1

ORDINANCE NO. 10-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON UPDATING THE CITY OF COVINGTON COMPREHENSIVE PLAN BY AMENDING THE DOWNTOWN ELEMENT, CHAPTER 4; THE TRANSPORTATION ELEMENT, CHAPTER 5; THE PARKS ELEMENT, CHAPTER 6; CREATING A NEW CHAPTER 13, THE SHORELINE ELEMENT; RENUMBERING THE REFERENCES AND APPENDICES CHAPTER 13 TO CHAPTER 14; AND AMENDING THE COVINGTON MUNICIPAL CODE (CMC) SECTION 18.31.060 DOWNTOWN ZONING DISTRICTS STREET TYPES MAP BY ADDING A MISSING SEGMENT OF THE PROPOSED 171ST AVE SE AS A TYPE I STREET.

WHEREAS, the city has adopted procedures for amending the Comprehensive Plan, consistent with the requirements for amendment prescribed by the Growth Management Act, Chapter 36.70A of the Revised Code of Washington (RCW); and

WHEREAS, pursuant to Section 14.25.050 of the Covington Municipal Code (CMC), a number of proposals for Comprehensive Plan amendments were submitted for City Council consideration; and

WHEREAS, on April 12, 2011, the City Council considered these proposed amendments and adopted an official docket, directing the Planning Commission to further review and analyze the docketed amendments; and

WHEREAS, the Planning Commission reviewed and analyzed the docketed amendments and held a public hearing on June 16, 2011, to receive public comments on the docketed amendments; and

WHEREAS, based on their review and analysis of the docketed amendments and the public comments received, the Planning Commission forwarded its recommendations to the City Council on July 7, 2011, and

WHEREAS, the City Council held a public hearing on July, 26, 2011, to receive public comments on the docketed amendments; and

WHEREAS, the City Council has reviewed and considered the city's staff report, the recommendations of the Planning Commission, and the public comments received; and

WHEREAS, the City Council finds that the docketed amendments are consistent with the Growth Management Act, Chapter 36.70A RCW, and will protect and promote the health, safety, and welfare of the general public;

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

Section 1. The Downtown Element, Chapter 4 of the City of Covington Comprehensive Plan, Figure 4.5, Downtown Street Types Map, is hereby amended as set forth in the attached Exhibit A, incorporated herein.

Section 2. The Transportation Element, Chapter 5 of the City of Covington Comprehensive Plan, Figure 5.7, 20-Year Capital Improvement Plan 2010-2029, is hereby amended as set forth in the attached Exhibit B, incorporated herein.

Section 3. The Parks Element, Chapter 6 of the City of Covington Comprehensive Plan, is hereby amended in totality as set forth in the attached Exhibit C, incorporated herein.

Section 4. A New Shoreline Element, Chapter 13 of the City of Covington Comprehensive Plan, in totality is hereby amended as set forth in the attached Exhibit D, incorporated herein.

Section 5. The References and Appendices of Chapter 13 of the City of Covington Comprehensive Plan is hereby amended by renumbering to Chapter 14, as set forth in the attached Exhibit E, incorporated herein.

Section 6. The Covington Municipal Code (CMC), Section 18.31.060 Design Standards Street Types map, is hereby amended by adding a missing segment of the proposed 171st Ave SE as a Type I Street, as set forth in the attached Exhibit F, incorporated herein.

Passed by the City Council on the 27th day of September, 2011.

Mayor Margaret Harto

PUBLISHED: 09-30-2011

EFFECTIVE: 10-05-2011

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

6:00 p.m., October 11, 2011 – Special Meeting Study Session

7:00 p.m., October 11, 2011 – Regular Meeting

(Draft Agendas Attached)

Covington: Unmatched quality of life

Draft

As of 9/22/11



CITY OF COVINGTON SPECIAL MEETING AGENDA CITY COUNCIL STUDY SESSION

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

www.covingtonwa.gov

Tuesday, October 11, 2011 - 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. Code Enforcement 101 (Hart)

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) 638-1110 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) 638-1110.

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

Draft

As of 9/22/11

Covington: Unmatched quality of life



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

www.covingtonwa.gov

**Tuesday, October 11, 2011
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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

PUBLIC COMMENT *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment 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.**

APPROVE CONSENT AGENDA

C-1. Approval of Minutes (Scott)

C-2. Approval of Vouchers. (Hendrickson)

NEW BUSINESS

1. Consider Inattentive Driving Ordinance (Klason)
2. Consider Ordinance Regarding Banking Services (Hendrickson)
3. City Manager 2012 Budget Message Presentation (Matheson)
4. Discuss Covington Community Park Budget (Matheson)

COUNCIL/STAFF COMMENTS

- Future Agenda Topics

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

EXECUTIVE SESSION: If needed

ADJOURN

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