Covington: Unmatched quality of life

CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA

www.covingtonwa.gov

Tuesday, January 8, 2013 | **City Council Chambers**
7:00 p.m. | **16720 SE 271st Street, Suite 100, Covington**

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

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- 2012 Employee Pride Award Announcements (Beaufrere)

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

APPROVE CONSENT AGENDA

C-1. Minutes: December 11, 2012 Regular Meeting (Scott)
C-2. Vouchers (Hendrickson)
C-3. Approve Consultant Agreement for Hazard Mitigation Plan (Akramoff)
C-4. Appointments of 2013 Primary and Alternate Representatives to the following: (Council)
- South County Area Transportation Board (SCATBd)
- Sound Cities Association's Public Issues Committee (PIC)
- Metropolitan Solid Waste Advisory Committee (MSWAC)
- Water Resource Inventory Area 9 Forum (WRIA 9)
- Kent Fire Department Regional Fire Authority (RFA)
- Southeast Area Transportation Solutions (SEATS)

PUBLIC HEARING

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

NEW BUSINESS

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

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

- Potential Litigation. (RCW 42.30.110(1)(i))

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting
Date: January 8, 2013

SUBJECT: APPROVAL OF MINUTES: DECEMBER 11, 2012 CITY COUNCIL REGULAR MEETING MINUTES.

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: _____Ordinance _____ Resolution __X__ Motion _____ Other

Councilmember _____ moves, Councilmember _____ seconds, to approve the December 11, 2012 City Council Regular Meeting Minutes.

City of Covington
Regular City Council Meeting Minutes
Tuesday, December 11, 2012

(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, December 11, 2012, at 7:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:
Margaret Harto, Mark Lanza, David Lucavish, Wayne Snoey, and Jeff Wagner.

COUNCILMEMBER ABSENT:
Marlla Mhoon and Jim Scott.

Council Action: Councilmember Lanza moved and Councilmember Wagner seconded to excuse Councilmember Mhoon who was recovering from an injury and Councilmember Scott who was ill. Vote: 5-0. Motion carried

STAFF PRESENT:
Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
Council Action: Councilmember Wagner moved and Councilmember Lucavish seconded to approve the Agenda. Vote: 5-0. Motion carried.

PUBLIC COMMENT:
Mayor Harto called for public comments.

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

APPROVE CONSENT AGENDA:
C-1. Minutes: November 27, 2012 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #28580—28637 and Voided Voucher #28638, in the Amount of $601,197.93, Dated November 26, 2012; Vouchers #28640-28640 and Voided Voucher #28639, in the Amount of $38,492.72, Dated December 5, 2012; and Paylocity Payroll Checks #1000893792-1000893806 Inclusive, Plus Employee Direct Deposits in the Amount of $138,608.41, Dated December 7, 2012.

RESOLUTION NO. 12-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE FINAL PLAT OF WOODBRIDGE LU11-0012/2106 FOR RECORDING.

C-3. Accept Woodbridge Final Plat.

C-4. Execute an Agreement for Recycling Events for 2013.

ORDINANCE NO. 18-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE 2012 BUDGET BY AMENDING SECTION 2 AND 5 OF ORDINANCE NO. 20-11

C-5. Pass Ordinance No. 18-12 Adopting a 2012 Budget Amendment.

C-6. Execute Amendment to Agreement for Landscaping Services.

Council Action: Councilmember Wagner moved and Councilmember Lanza seconded to approve the Consent Agenda. Vote: 5-0. Motion carried.

CONTINUED BUSINESS:
1. Consider 2013 Legislative Agenda.

City Manager Derek Matheson introduced this item, and Covington lobbyist Briahna Taylor gave the presentation.

Council Action: Councilmember Lucavish moved and Councilmember Snoey seconded to adopt the 2013 Legislative Agenda.

Council Action: Councilmember Snoey moved and Councilmember Lanza seconded to amend the motion to strike a portion of the sentence in the last bullet point, "excluding AWC's position on LEOFF 2 benefit enhancements". Vote: 5-0. Motion carried.

Vote: 5-0. Motion carried.

NEW BUSINESS:
2. Approve Interlocal Agreement with Kent Regional Fire Authority for Fire Marshal, International Fire Code (IFC), and Fire Investigative Services.

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

Council Action: Councilmember Wagner moved and Councilmember Snoey seconded to authorize the City Manager to enter into an Interlocal Agreement between the City of Covington and the Kent Regional Fire Authority relating to fire prevention services. Vote: 5-0. Motion carried.

3. Consider Right of First Offer to Purchase Covington Elementary School.

City Attorney Sara Springer gave the staff report on this item.

Councilmembers provided comments and asked questions, and Ms. Springer provided responses.

Council Action: Councilmember Snoey moved and Councilmember Lucavish seconded to authorize the City Manager to execute the Right of First Offer Agreement with the Kent School District: Vote: 5-0. Motion carried.

4. Consider Ordinance Adopting the CY2013 Operating and Capital Budget.

ORDINANCE NO. 19-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING THE CY2013 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2013 COST OF LIVING ADJUSTMENT FOR CITY EMPLOYEES.

Council Action: Councilmember Wagner moved and Councilmember Lanza seconded to pass Ordinance No. 19-12 adopting the CY2013 Operating and Capital Budget. Vote: 5-0. Motion carried.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff discussed Future Agenda Topics and made comments.

Council Action: There was Council consensus to cancel the December 26, 2012 Council meeting.

Finance Director Rob Hendrickson requested Council approval to allow the Budget Priorities Advisory Committee to meet once or twice in January to wrap up its final report to Council as BPAC's charter requires the group to seek council approval to meet beyond the end of the year.

Council Action: There was Council consensus to allow BPAC to meet in January with the goal to have BPAC provide a presentation at the second Council meeting in January and then have a discussion at the Council Summit.

City Manager Derek Matheson informed Council that Oakpointe Holdings had requested to work with staff to create a state Transportation Budget request regarding the new road that will connect Highway 18 to 204th through the gravel pit. Mr. Matheson indicated the road is critical not only to development of the gravel pit but also to traffic on 272nd and asked if Council is comfortable with this arrangement.

Mr. Matheson also informed Council that Covington court cases are currently held in the King County District Court Renton courthouse which the County plans to close in mid 2013. Mr. Matheson further explained that the County has now asked for Covington's approval to hold Covington court cases at the Auburn Courthouse which has been found agreeable to the Covington police, prosecutor, and public defender.

Council Action: There was Council consensus to allow staff to work with Oakpointe Holdings on this item and once drafted out to bring it back to Council for a decision on where it would fit among the other legislative funding requests.

Council Action: There was Council consensus to agree to the change in courthouses to the Auburn location to hear Covington cases.

PUBLIC COMMENT:
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 8:00 p.m.

Prepared by:	Submitted by:
_____	_____
Joan Michaud Senior Deputy City Clerk	Sharon Scott City Clerk

Consent Agenda Item C-2

Covington City Council Meeting
Date: January 8, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

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

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

CITY COUNCIL ACTION: _____Ordinance _____ Resolution __X__ Motion _____Other

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

December 11, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 28641 Through Check # 28710

In the Amount of $103,329.93

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

Cassandra Parker Accountant	Mark Lanza City Councilmember
Wayne Snoey City Councilmember	Marlla Mhoon City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail By Check Date

User: scles
Printed: 12/14/2012 - 6:34 AM

				Check Amount
Check No:	28641	Check Date:	12/11/2012	
Vendor:	0206	AFLAC		
482990		Insurance premiums; December		511.21
				511.21
Check No:	28642	Check Date:	12/11/2012	
Vendor:	0463	Allied Waste Services		
0176-003587269		Maint shop; disposal, 11/1-11/30/12		226.56
0176-003587269		Maint shop; disposal, 11/1-11/30/12		113.28
0176-003587269		Maint shop; disposal, 11/1-11/30/12		226.56
0176-003587420		Aquatics; waste disposal, 11/1-11/30/12		245.05
				811.45
Check No:	28643	Check Date:	12/11/2012	
Vendor:	0955	American Red Cross		
10180632		Safety training for swim coaching, 11/8/12		11.40
10183311		Lifeguarding review, 10/27/12		32.40
				43.80
Check No:	28644	Check Date:	12/11/2012	
Vendor:	0126	ANS of Washington		
0126-12		Notary stamp, ink		63.80
0126-12		Michaud; notary bond and license		80.00
				143.80
Check No:	28645	Check Date:	12/11/2012	
Vendor:	2033	Aquatic Specialty Services		
3525		Aquatics; pool chemicals, parts		1,428.10
3549		Aquatics; clean/calibration service		124.90
3550		Aquatics; pool chemicals		495.22
				2,048.22
Check No:	28646	Check Date:	12/11/2012	
Vendor:	2223	ARC Imaging Resources		
965443		Plotter/Scanner maint; 11/21-12/21/12		39.95
965443		Plotter/Scanner maint; 11/21-12/21/12		79.91
965443		Plotter/Scanner maint; 11/21-12/21/12		79.90
				199.76
Check No:	28647	Check Date:	12/11/2012	
Vendor:	2245	Auto Additions, Inc.		
IN0007718		#3390; flasher/amber lights		789.91
				789.91
Check No:	28648	Check Date:	12/11/2012	
Vendor:	0499	Bank of America		
0411-12		Aquatics; triflow		14.22

		Check Amount
0411-12	Aquatics; resale items; pocket masks	175.50
0411-12	Aquatics; HDTV	271.49
0411-12	Aquatics; fuel for pump	13.94
0411-12	Aquatics; 220v adapter	107.51
0411-12	Aquatics; 220v adapter, use tax	-8.51
0446-12	Hollydaze; music/batteries	51.90
0848-12	Meyers; ICC Action Hearing, hotel	636.64
0848-12	Replacement holiday lights	1,981.27
0848-12	Replacement holiday lights, use tax	-156.90
1030-12	O & M retreat; lunch	11.06
1030-12	O & M retreat; lunch	22.12
1030-12	O & M retreat; lunch	22.12
1030-12	#2765; oil/lube service	65.44
1030-12	Junkin; replacement gel for blue tooth	0.91
1030-12	Junkin; replacement gel for blue tooth	1.82
1030-12	Junkin; replacement gel for blue tooth	1.81
1030-12	Junkin; replacement gel for blue tooth, use tax	-0.07
1030-12	Junkin; replacement gel for blue tooth, use tax	-0.14
1030-12	Junkin; replacement gel for blue tooth, use tax	-0.14
2959-12	#2576; lube/oil filter service	46.45
2959-12	#3252; lube/oil filter service	74.35
2959-12	PW Work Plan Retreat; refreshments	7.58
2959-12	PW Work Plan Retreat; refreshments	7.58
2959-12	SSD for Win7 upgrades	195.45
2959-12	SSD for Win7 upgrades, use tax	-15.48
2959-12	GASB Implementation guide	123.80
2959-12	GASB Implementation guide, use tax	-9.80
3544-12	Matheson; lunch meeting	13.09
3544-12	Matheson; CEDC breakfast meeting	30.41
4230-12	Hendrickson/Parker; PSFOA lunch meeting	50.00
4230-12	Hollydaze; supplies/decorations	100.31
4230-12	Replacement printer	608.15
4230-12	Replacement printer, use tax	-48.16
4935-12	Community park; fire padlock	106.43
4935-12	Calendars	26.06
4935-12	Calendars, use tax	-2.06
4935-12	Dalton; PNW Resource Management, 2nd year	1,235.00
4935-12	Morrissey; PNW Digital Government Summit	50.00
5059-12	Employee recognition program; gift cards	100.00
5059-12	Beaufrere; planner	22.97
7620-12	Slate; PRSA annual meeting	35.00
7620-12	Matheson; chamber luncheon	20.00
7620-12	Slate; chamber luncheon	20.00
7620-12	Excel training; volunteer Sherrie Moore	129.00
7620-12	Scott; planner	13.84
7620-12	Covingtonwa.gov domain fee	125.00
7620-12	Promotional supplies for pet licenses	35.84
7620-12	Slate; PRSA holiday gala	85.00
7620-12	Hollydaze; booth supplies	71.12
7620-12	Hollydaze; booth supplies, use tax	-5.63
9767-12	Morrissey; ACCIS conference, hotel	120.45
9767-12	Hagen; keyboard	36.65
9767-12	Win8 licenses	325.75
9767-12	Win8 licenses, use tax	-25.80
9767-12	CompTIA study guide	53.40
9767-12	IPad 2, printer, stylus, keyboard	1,131.09
		8,104.83

			Check Amount
Check No:	28649	Check Date: 12/11/2012	
Vendor:	0176	Noreen Beaufrere	
0176-12		Beaufrere; 15 year service award	175.00
			175.00
Check No:	28650	Check Date: 12/11/2012	
Vendor:	2368	Best Parking Lot Cleaning Inc.	
120223		Street sweeping; November	4,257.12
120568		MV; Street sweeping, November	6,069.01
			10,326.13
Check No:	28651	Check Date: 12/11/2012	
Vendor:	1950	Big Trees, Inc.	
10913		City tree replacement	4,018.20
			4,018.20
Check No:	28652	Check Date: 12/11/2012	
Vendor:	0637	Bill's Locksmith Service, Inc.	
105043		#3390; truck opened after keys locked in it	104.03
			104.03
Check No:	28653	Check Date: 12/11/2012	
Vendor:	1868	The Brickman Group Ltd, LLC	
387931		Streets; landscaping, December	3,952.60
387931		Parks; landscaping, December	1,388.69
			5,341.29
Check No:	28654	Check Date: 12/11/2012	
Vendor:	0953	City of Tukwila	
0953-12		Matheson; City Manager lunch meeting, 12/14	11.00
			11.00
Check No:	28655	Check Date: 12/11/2012	
Vendor:	0184	Cordi & Bejarano	
169		Public defender; 11/30-12/7/12	1,860.00
			1,860.00
Check No:	28656	Check Date: 12/11/2012	
Vendor:	2459	Datec, Inc.	
30406		Pocket printer, adaper, cable, scanner	1,138.78
			1,138.78
Check No:	28657	Check Date: 12/11/2012	
Vendor:	0771	David Evans & Associates, Inc.	
325299		Traffice concurrency; Cedar Springs II	5,504.83
325299		Integrated traffic Impact; 9/30-11/3/12	2,255.01
			7,759.84
Check No:	28658	Check Date: 12/11/2012	
Vendor:	2467	Department of Enterprise Services	
75677		Martinsons; business cards	41.25
75677		Bahl; business cards	41.26
75677		Ogren; business cards	4.13
75677		Ogren; business cards	37.13
75677		Thompson; business cards	28.87
75677		Thompson; business cards	12.39

			165.03
Check No:	28659	Check Date: 12/11/2012	
Vendor:	0130	Department of Revenue	
60180299711		Annual business license, 12/31/12-12/31/13	69.00
			69.00
Check No:	28660	Check Date: 12/11/2012	
Vendor:	2544	Epicenter Services, LLC	
2012-23		Solid waste collection contract services	1,293.30
			1,293.30
Check No:	28661	Check Date: 12/11/2012	
Vendor:	2554	Family Fun Center, LLC	
1431FFC		Aquatics appreciation event	663.32
			663.32
Check No:	28662	Check Date: 12/11/2012	
Vendor:	1875	FirstChoice	
502988		Coffee service	79.38
			79.38
Check No:	28663	Check Date: 12/11/2012	
Vendor:	2078	Girard Resources & Recycling, LLC	
13262		Crushed rock	32.53
			32.53
Check No:	28664	Check Date: 12/11/2012	
Vendor:	2045	Goodbye Graffiti Seattle	
17217		Everclean program, December	376.84
			376.84
Check No:	28665	Check Date: 12/11/2012	
Vendor:	2553	Gordon Thomas Honeywell Governmental	
Nov 12 1123		Governmental Affairs services; November	1,666.67
			1,666.67
Check No:	28666	Check Date: 12/11/2012	
Vendor:	0867	Home Depot Credit Services	
1110473		Aquatics; return paint rollers	-10.83
1593990		Aquatics; cords, plugs, painting supplies	48.48
2051435		Tree lighting; cable ties	21.69
2053584		Aquatics; paint brushes, rollers, trays, ext cords	91.13
2172092		Concrete; repair barricade post	5.41
3135740		Aquatics; electric pressure washer	1,172.87
56037		Tape measure	18.43
6011930		Maint shop; bolts, lumber, hangers	10.70
6011930		Maint shop; bolts, lumber, hangers	21.40
6011930		Maint shop; bolts, lumber, hangers	21.40
8110590		Aquatics; return plug, ext cord	-33.34
8562733		Aquatics; extension cords	25.80
9015130		Hollydaze; canopy lighting and weight supplies	45.44
			1,438.58
Check No:	28667	Check Date: 12/11/2012	
Vendor:	1997	HSBC Business Solutions	
053886		6 Tables	325.73

			Check Amount
			325.73
Check No:	28668	Check Date: 12/11/2012	
Vendor:	1701	Johnsons Home & Garden	
371352		Parks; basketball net	18.44
			18.44
Check No:	28669	Check Date: 12/11/2012	
Vendor:	0050	Kent School District	
0050-12		School mitigation payable; November	2,743.00
			2,743.00
Check No:	28670	Check Date: 12/11/2012	
Vendor:	0204	King County Pet Licensing	
0204-12		Pet license remittance; November	125.00
			125.00
Check No:	28671	Check Date: 12/11/2012	
Vendor:	0273	King County Water & Land	
12160		Hydrilla Eradication Project; 7/1-9/30/12	95.64
			95.64
Check No:	28672	Check Date: 12/11/2012	
Vendor:	1622	Law Offices of Thomas R Hargan, PLLC	
12-CV11		Prosecution services through 11/30/12	4,541.00
			4,541.00
Check No:	28673	Check Date: 12/11/2012	
Vendor:	1131	Lincoln Equipment, Inc.	
SCM016324		Aquatics; return lifeguard fanny pack	-128.15
SI202535		Aquatics; vacuum repair/parts	1,587.45
			1,459.30
Check No:	28674	Check Date: 12/11/2012	
Vendor:	1431	Valerie Lyon	
1431-12		Lyon; WMTA training, mileage	32.30
			32.30
Check No:	28675	Check Date: 12/11/2012	
Vendor:	1736	Salina Lyons	
12-29		Lyons; 2012 flexible spending	360.00
			360.00
Check No:	28676	Check Date: 12/11/2012	
Vendor:	2367	Magnum Print Solutions	
108695		Office supplies	43.39
			43.39
Check No:	28677	Check Date: 12/11/2012	
Vendor:	2523	Maple Valley Truck & Equipment	
4590		#2761; oil/filter service, repairs	801.41
			801.41
Check No:	28678	Check Date: 12/11/2012	
Vendor:	0734	Joan Michaud	
0734-12		Michaud; 10 year service award	100.00

			100.00
Check No:	28679	Check Date: 12/11/2012	
Vendor:	1866	Minuteman Press	
28865		2500 window envelopes	432.47
			432.47
Check No:	28680	Check Date: 12/11/2012	
Vendor:	2550	Motorplex Pro-Tow	
70099		#2764; lube/oil/serpentine belt service	242.88
			242.88
Check No:	28681	Check Date: 12/11/2012	
Vendor:	1688	Mountain Mist	
054257-12		City Hall; bottled water, November	106.78
054257-12		Maint Shop; bottled water, November	9.19
054257-12		Maint Shop; bottled water, November	4.60
054257-12		Maint Shop; bottled water, November	9.19
054257-12		Aquatics; bottled water, November	37.57
			167.33
Check No:	28682	Check Date: 12/11/2012	
Vendor:	1487	NAPA Auto Parts	
652303		#2764; drivebelt tensioner	79.28
			79.28
Check No:	28683	Check Date: 12/11/2012	
Vendor:	1327	Ethan Newton	
1327-12		Newton; mileage reimbursement, November	105.45
			105.45
Check No:	28684	Check Date: 12/11/2012	
Vendor:	0682	Nextel Communications	
550142028-126		Cellular service, 11/08-12/07/12	25.72
550142028-126		Cellular service, 11/08-12/07/12	67.14
550142028-126		Cellular service, 11/08-12/07/12	317.22
550142028-126		Cellular service, 11/08-12/07/12	25.72
550142028-126		Cellular service, 11/08-12/07/12	78.39
550142028-126		Cellular service, 11/08-12/07/12	112.58
550142028-126		Cellular service, 11/08-12/07/12	39.21
550142028-126		Cellular service, 11/08-12/07/12	235.28
591066496-046		Internet connection card; 11/21-12/20/12	20.49
591066496-046		Internet connection card; 11/21-12/20/12	61.49
			983.24
Check No:	28685	Check Date: 12/11/2012	
Vendor:	2483	NovotX, LLC	
1050		Elements XSLicense w/implementation & trainii	13,199.00
1050		Elements XSLicense w/implementation & trainii	6,501.00
			19,700.00
Check No:	28686	Check Date: 12/11/2012	
Vendor:	2555	NuCO2 LLC	
35978780		Aquatics; C02 tank lease	59.73
			59.73
Check No:	28687	Check Date: 12/11/2012	

Vendor:	0004	Office Depot	
1522903376		Specialty paper, sign holders	53.08
1524792690		Paper	56.01
632208738001		Office supplies	307.10
632208738001		Cleaning supplies	6.85
			423.04
Check No:	28688	Check Date: 12/11/2012	
Vendor:	1766	Nelson Ogren	
1766-12		Ogren; NW Environmental, parking	9.00
1766-12		Ogren; NW Environmental, parking	1.00
			10.00
Check No:	28689	Check Date: 12/11/2012	
Vendor:	1249	Orca Pacific Inc.	
433		Aquatics; pool chemicals	250.87
			250.87
Check No:	28690	Check Date: 12/11/2012	
Vendor:	1452	Palmer Coking Coal Company	
IN029044		Crushed gravel	338.73
			338.73
Check No:	28691	Check Date: 12/11/2012	
Vendor:	1385	Parker Paint Mfg Co, Inc.	
954066018415		Aquatics; paint	140.12
954066018443		Aquatics; paint	35.03
			175.15
Check No:	28692	Check Date: 12/11/2012	
Vendor:	2557	Julie Pena	
8011802		Refund; room rental deposit	250.00
8014462		Refund; room rental, 12/9	67.50
			317.50
Check No:	28693	Check Date: 12/11/2012	
Vendor:	0745	Rainier Industries, Ltd	
0179933		City of Covington flag	885.49
			885.49
Check No:	28694	Check Date: 12/11/2012	
Vendor:	1197	Rainier Wood Recyclers	
00044968		Brush/stump; disposal fees	112.50
			112.50
Check No:	28695	Check Date: 12/11/2012	
Vendor:	2250	SBS Legal Services	
C020		Legal services; November	5,000.00
			5,000.00
Check No:	28696	Check Date: 12/11/2012	
Vendor:	2207	db Secure Shred, LLC	
84901		Secure document destruction	22.39
			22.39
Check No:	28697	Check Date: 12/11/2012	
Vendor:	1905	Sharp Electronics Corporation	

			Check Amount
C762445-701		Copier; usage, 10/23-11/16/12	24.15
			24.15
Check No:	28698	Check Date: 12/11/2012	
Vendor:	0993	Soos Creek Water & Sewer Dist.	
0700-906800-12		Aquatics; sewer service, 10/1-11/30/12	1,304.40
0700-927900-12		Maint shop; sewer service, 10/1-11/30/12	21.18
0700-927900-12		Maint shop; sewer service, 10/1-11/30/12	42.36
0700-927900-12		Maint shop; sewer service, 10/1-11/30/12	42.36
			1,410.30
Check No:	28699	Check Date: 12/11/2012	
Vendor:	1903	Sound Publishing, Inc.	
507199		Weekly bulletins; 11/16, 11/30	299.21
507199		Monthly full page ad	2,804.50
			3,103.71
Check No:	28700	Check Date: 12/11/2012	
Vendor:	0736	Sound Security, Inc.	
0613464-IN		Security monitoring; December	964.00
			964.00
Check No:	28701	Check Date: 12/11/2012	
Vendor:	0591	Springbrook Software Inc.	
161		v7 Migration; training management	2,125.00
			2,125.00
Check No:	28702	Check Date: 12/11/2012	
Vendor:	0281	Standard Insurance Company	
006355510001-12		Life Insurance Premiums, December	96.57
006355510001-12		Life Insurance Premiums, December	8.44
006355510001-12		Life Insurance Premiums, December	29.53
006355510001-12		Life Insurance Premiums, December	32.19
006355510001-12		Life Insurance Premiums, December	11.25
006355510001-12		Life Insurance Premiums, December	46.66
006355510001-12		Life Insurance Premiums, December	42.92
006355510001-12		Life Insurance Premiums, December	193.10
006355510001-12		Life Insurance Premiums, December	201.72
006355510001-12		Life Insurance Premiums, December	9.00
006355510001-12		Life Insurance Premiums, December	24.83
006355510001-12		Life Insurance Premiums, December	34.34
006355510001-12		Life Insurance Premiums, December	25.30
006355510001-12		Life Insurance Premiums, December	69.50
006355510001-12		Life Insurance Premiums, December	38.25
006355510001-12		Life Insurance Premiums, December	42.92
006355510001-12		Life Insurance Premiums, December	10.74
006355510001-12		Life Insurance Premiums, December	50.52
006355510001-12		Life Insurance Premiums, December	51.50
006355510001-12		Life Insurance Premiums, December	51.68
006355510001-12		Life Insurance Premiums, December	33.75
006355510001-12		Life Insurance Premiums, December	106.82
006355510001-12		Life Insurance Premiums, December	128.76
006355510001-12		Life Insurance Premiums, December	70.88
006355510001-12		Life Insurance Premiums, December	208.70
006355510001-12		Life Insurance Premiums, December	270.40
006355510001-12		Life Insurance Premiums, December	136.01
006355510001-12		Life Insurance Premiums, December	171.68
006355510001-12		Life Insurance Premiums, December	22.50

			Check Amount
006355510001-12		Life Insurance Premiums, December	72.67
006355510001-12		Life Insurance Premiums, December	85.84
006355510001-12		Life Insurance Premiums, December	11.25
006355510001-12		Life Insurance Premiums, December	7.91
006355510001-12		Life Insurance Premiums, December	72.00
006355510001-12		Life Insurance Premiums, December	210.85
006355510001-12		Life Insurance Premiums, December	273.69
006355510001-12		Life Insurance Premiums, December	45.00
			2,999.67
Check No:	28703	Check Date: 12/11/2012	
Vendor:	2212	The Tactical Tailor, Inc.	
87599		Armor carriers, mag/radio pouches, ID badges	584.87
			584.87
Check No:	28704	Check Date: 12/11/2012	
Vendor:	2556	United Site Services	
114-984993		Hollydaze; portable toilet rental	284.29
			284.29
Check No:	28705	Check Date: 12/11/2012	
Vendor:	2103	US Bancorp Equip Finance Inc.	
217287598		Copier lease, 12/3/12-1/2/13	100.54
217287598		Copier lease, 12/3/12-1/2/13	150.82
217628742		Copier lease	101.89
			353.25
Check No:	28706	Check Date: 12/11/2012	
Vendor:	0046	Verizon Wireless	
1139368834		Maint shop; on call phone, 11/21-12/20/12	6.06
1139368834		Maint shop; on call phone, 11/21-12/20/12	12.12
1139368834		Maint shop; on call phone, 11/21-12/20/12	12.12
			30.30
Check No:	28707	Check Date: 12/11/2012	
Vendor:	2262	Voyager Fleet Systems Inc.	
869285460247		Vehicle fuel	1,428.75
			1,428.75
Check No:	28708	Check Date: 12/11/2012	
Vendor:	2254	Washington Department of Revenue	
1712-2012-Qtr3		Business license; credit card fees, 3rd Qtr	209.18
			209.18
Check No:	28709	Check Date: 12/11/2012	
Vendor:	0995	Xerox Corporation	
500717053		B&W Copier lease	518.30
			518.30
Check No:	28710	Check Date: 12/11/2012	
Vendor:	1894	Diana Ziolkowski	
1894-12		Facility monitor; 11/29, 12/2, 12/7, 12/9	171.00
			171.00
		Date Totals:	103,329.93

	Check Amount
Report Total:	103,329.93

December 26, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 28711 Through Check # 28765

In the Amount of $1,165,057.76

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

Cassandra Parker Accountant	Mark Lanza City Councilmember
Wayne Snoey City Councilmember	Marlla Mhoon City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail By Check Date

User: scles
Printed: 12/28/2012 - 7:24 AM

				Check Amount
Check No:	28711	Check Date:	12/26/2012	
Vendor:	2502	AALL Self Storage		
2502-12		Unit A33; 2013 annual lease		2,040.00
				2,040.00
Check No:	28712	Check Date:	12/26/2012	
Vendor:	0683	Abaco Pacific, Inc.		
0683-12		Real estate consulting; 9/15-11/30/12		1,356.75
				1,356.75
Check No:	28713	Check Date:	12/26/2012	
Vendor:	2140	Amicor Construction		
2140-12		Minor housing repair; #DARI-18.B-12		622.27
				622.27
Check No:	28714	Check Date:	12/26/2012	
Vendor:	2033	Aquatic Specialty Services		
3642		Aquatics; clean/calibration service		124.90
3643		Aquatics; pool chemicals		1,732.18
				1,857.08
Check No:	28715	Check Date:	12/26/2012	
Vendor:	0019	AWC Employee Benefits Trust		
100315L0120130		Medical Insurance Premiums, January 2013		20,735.84
100315L0120130		Medical Insurance Premiums, January 2013		5,066.89
100315L0120130		Medical Insurance Premiums, January 2013		6,178.39
100315L0120130		Medical Insurance Premiums, January 2013		5,255.62
100315L0120130		Medical Insurance Premiums, January 2013		8,862.81
				46,099.55
Check No:	28716	Check Date:	12/26/2012	
Vendor:	2558	Myra Castro		
8014394		Refund; community room damage deposit		210.50
				210.50
Check No:	28717	Check Date:	12/26/2012	
Vendor:	2366	CenturyLink Business Services		
123978566B		Aquatics; internet/loop, November		475.00
				475.00
Check No:	28718	Check Date:	12/26/2012	
Vendor:	0366	City of Covington		
0366-12		SWM utility tax; November 2012		11,691.72
				11,691.72
Check No:	28719	Check Date:	12/26/2012	
Vendor:	0208	City of Kent		

RI 25597		Fire Investigation; 3rd Qtr 2012	366.00
RI 25597		Fire Services; 3rd Qtr 2012	13,946.50
			14,312.50
Check No:	28720	Check Date: 12/26/2012	
Vendor:	1951	Clean Harbors Env Services Inc.	
DI1287051		Spill clean up; disposal fees	726.83
			726.83
Check No:	28721	Check Date: 12/26/2012	
Vendor:	1170	Coastwide Laboratories	
W2501762		Aquatics; cleaning supplies	464.51
			464.51
Check No:	28722	Check Date: 12/26/2012	
Vendor:	0706	Covington Retail Associates	
3920		1st floor; building lease, January 2013	25,089.75
3920		1st floor; operating expenses, January 2013	9,435.61
3921		2nd floor; building lease, January 2013	3,200.83
3921		2nd floor; operating expense, January 2013	1,456.53
			39,182.72
Check No:	28723	Check Date: 12/26/2012	
Vendor:	0879	Cummins Northwest, Inc.	
001-37988		#1892; full service	951.80
			951.80
Check No:	28724	Check Date: 12/26/2012	
Vendor:	2459	Datec, Inc.	
30459		BMS in-vehicle mount paper rolls	179.20
			179.20
Check No:	28725	Check Date: 12/26/2012	
Vendor:	0771	David Evans & Associates, Inc.	
326438		Integrated traffic impact; 11/4-12/1/12	2,260.66
			2,260.66
Check No:	28726	Check Date: 12/26/2012	
Vendor:	2467	Department of Enterprise Services	
74321		Public screening forms	49.75
74322		Public screening forms	66.96
			116.71
Check No:	28727	Check Date: 12/26/2012	
Vendor:	2559	Downtown Decorations	
22901		Tree lighting; replacement star	743.91
22901		Tree lighting; replacement star, use tax	-58.91
			685.00
Check No:	28728	Check Date: 12/26/2012	
Vendor:	1996	Facility Maintenance Contractors	
SALES01465 121215		Maint shop; janitorial service, December	101.60
SALES01465 121215		Maint shop; janitorial service, December	50.80
SALES01465 121215		Maint shop; janitorial service, December	101.60
			254.00
Check No:	28729	Check Date: 12/26/2012	

Vendor:	0886	John E. Galt	
2778		Motion to Dismiss; CV11-0108	137.50
			137.50
Check No:	28730	Check Date: 12/26/2012	
Vendor:	2078	Girard Resources & Recycling, LLC	
13480		Clear rock	759.11
			759.11
Check No:	28731	Check Date: 12/26/2012	
Vendor:	2534	Goodfellow Bros., Inc.	
4		CIP 1010; construction through 11/30/12	200,472.51
4		CIP 1010; retainage	-10,023.63
			190,448.88
Check No:	28732	Check Date: 12/26/2012	
Vendor:	0302	Gray & Osborne	
10445.00-22		CIP 1026; Aqua Vista, 11/11-12/8/12	8,020.89
12559.00-2		156th/160th Federal Classification, 11/11-12/08/	489.44
			8,510.33
Check No:	28733	Check Date: 12/26/2012	
Vendor:	1722	Honey Bucket	
1-583367		Skate park; portable toilet, 12/5-1/4/13	204.75
			204.75
Check No:	28734	Check Date: 12/26/2012	
Vendor:	1997	HSBC Business Solutions	
024099		Win8 Pro license	72.75
040524		Win8 Pro licenses	727.51
			800.26
Check No:	28735	Check Date: 12/26/2012	
Vendor:	1342	Integra Telecom	
10382256		City hall; telephone, 12/8/12-1/7/13	1,186.01
10382256		Maint shop; telephone, 12/8/12-1/7/13	174.02
10382256		Maint shop; telephone, 12/8/12-1/7/13	174.02
10382256		Maint shop; telephone, 12/8/12-1/7/13	87.00
10382256		Aquatics; telephone, 12/8/12-1/7/13	88.55
			1,709.60
Check No:	28736	Check Date: 12/26/2012	
Vendor:	1803	Iron Mountain	
GEL9716		Document storage to 12/31/12	300.20
			300.20
Check No:	28737	Check Date: 12/26/2012	
Vendor:	0143	King County Finance	
12253-12258		Street services; 11/1-11/30/12	1,149.38
12320-12320		Street services; 11/1-11/30/12	708.74
12321-12324		Street services; 11/1-11/30/12	1,090.20
3000407		Jail costs; November	4,816.31
			7,764.63
Check No:	28738	Check Date: 12/26/2012	
Vendor:	0641	King County Sheriff's Office	
12-492		Police services; November	246,575.00

12-492		Sheriffs office; lease, November	-1,879.17
12-505		Police services; December	246,575.04
12-505		Sheriff's office, lease; December	-1,879.17
			489,391.70
Check No:	28739	Check Date: 12/26/2012	
Vendor:	0273	King County Water & Land	
12193		WRIA Watershed Planning; 2nd Trimester 2012	2,469.34
13521		Pipe Lake water monitoring	3,576.00
ILA DS#2012-2		Debt service, 7/1-12/31/12	3,794.91
SWM Fees#2012-2		SWM Fee Billing; 7/1-12/31/12	4,237.65
			14,077.90
Check No:	28740	Check Date: 12/26/2012	
Vendor:	1405	Lakeside Industries	
12034691MB		EZ street asphalt	108.21
			108.21
Check No:	28741	Check Date: 12/26/2012	
Vendor:	2114	Lloyd Enterprises, Inc.	
1		CIP 1026; construction, 10/29/12-12/14/12	215,554.55
1		CIP 1026; retainage	-10,777.73
			204,776.82
Check No:	28742	Check Date: 12/26/2012	
Vendor:	1878	MacLeod Reckord	
6623		CIP 1010; Phs 1 Development, 11/1-11/30/12	3,763.51
			3,763.51
Check No:	28743	Check Date: 12/26/2012	
Vendor:	0252	Microflex	
00020952		Tax audit program; July - September	136.57
			136.57
Check No:	28744	Check Date: 12/26/2012	
Vendor:	1901	Modern Building Systems, Inc.	
0051609		Maint shop; building lease, 1/1-2/1/13	569.06
0051609		Maint shop; building lease, 1/1-2/1/13	284.54
0051609		Maint shop; building lease, 1/1-2/1/13	569.06
			1,422.66
Check No:	28745	Check Date: 12/26/2012	
Vendor:	2545	Norstar Industries, Inc.	
7903		#2707; valve motor assembly	237.04
7903		#2707; valve motor assembly, use tax	-18.77
			218.27
Check No:	28746	Check Date: 12/26/2012	
Vendor:	2555	NuCO2 LLC	
36170707		Aquatics; CO2 tank lease	59.73
			59.73
Check No:	28747	Check Date: 12/26/2012	
Vendor:	1407	Parametrix, Inc.	
14-79494		Plan review; 9/30-11/24/12	362.25
			362.25

Check No:	28748	Check Date: 12/26/2012	
Vendor:	0164	Pitney Bowes	
2004515-DC12		Postage meter lease; 9/30-12/30/12	714.64
			714.64
Check No:	28749	Check Date: 12/26/2012	
Vendor:	0161	Puget Sound Energy	
0047532379-12		Streets; electricity, 10/31-11/30/12	95.74
177713145-12		Streets; electricity, 10/31-11/30/12	106.63
4077636381-12		Streets; electricity, 11/2-12/4/12	102.18
4077639500-12		Skate park; electricity, 11/3-12/5/12	13.44
4513241002-12		SR 516; electricity, 10/31-11/30/12	215.01
4513241002-12		Crystal view; electricity, 10/31-11/30/12	10.30
5282721009-12		Aquatics; natural gas, 10/31-11/30/12	3,415.84
5282721009-12		Aquatics; electricity, 10/31-11/30/12	2,247.37
7042890538-12		Streets; electricity, 11/2-12/4/12	80.52
7042894027-12		City tree; electricity, 11/2-12/4/12	10.30
7042894027-12		Streets; electricity, 11/2-12/4/12	13.44
7042894886-12		Streets; electricity, 11/3-12/5/12	71.83
7042895297-12		Streets; electricity, 11/3-12/5/12	10.30
7042897053-12		Streets; electricity, 11/2-12/4/12	7,898.18
7042898077-12		Streets; electricity, 11/2-12/4/12	95.82
7042898374-12		Streets; electricity, 11/3-12/5/12	80.22
7042899661-12		Streets; electricity, 11/2-12/4/12	104.70
8732768927-12		Maint shop; electricity, 10/31-11/30/12	77.91
8732768927-12		Maint shop; electricity, 10/31-11/30/12	38.95
8732768927-12		Maint shop; electricity, 10/31-11/30/12	77.91
8910394751-12		City hall; electricity, 11/2-12/4/12	3,049.46
			17,816.05
Check No:	28750	Check Date: 12/26/2012	
Vendor:	1999	Rainier Glass Co., Inc.	
10878		Aquatics; front/rear door repairs	847.08
			847.08
Check No:	28751	Check Date: 12/26/2012	
Vendor:	1197	Rainier Wood Recyclers	
00045068		Medium wood chips	86.88
00045068		Brush/stump/wood disposal fees	60.00
			146.88
Check No:	28752	Check Date: 12/26/2012	
Vendor:	2196	Revize, LLC	
2186		Aquatics web page design	500.00
			500.00
Check No:	28753	Check Date: 12/26/2012	
Vendor:	2474	SCORE	
233		Jail costs; November	10,800.00
			10,800.00
Check No:	28754	Check Date: 12/26/2012	
Vendor:	2206	Audrey Sells	
08014300		Refund; community room damage deposit	257.00
			257.00
Check No:	28755	Check Date: 12/26/2012	

Vendor:	1905	Sharp Electronics Corporation	
C764300-701		Copier; usage, 11/14-12/17/12	18.09
C764300-701		Copier; usage, 11/14-12/17/12	27.14
C764301-701		Copier; usage, 11/16-12/17/12	17.54
			62.77
Check No:	28756	Check Date: 12/26/2012	
Vendor:	2044	Karla Slate	
2044-12		Slate; PRSA event, mileage	31.86
			31.86
Check No:	28757	Check Date: 12/26/2012	
Vendor:	2500	Tetra Tech, Inc.	
50627662		CIP 1127; engineering, 9/28-10/26/12	84,718.24
			84,718.24
Check No:	28758	Check Date: 12/26/2012	
Vendor:	0546	Victoria Throm	
0546-12		Throm; various meeting, mileage	48.81
			48.81
Check No:	28759	Check Date: 12/26/2012	
Vendor:	0357	Valley Communications	
0013586		800MHz access fee, November	75.00
			75.00
Check No:	28760	Check Date: 12/26/2012	
Vendor:	1299	Wal-Mart	
08014480		Refund; community room damage deposit	257.00
			257.00
Check No:	28761	Check Date: 12/26/2012	
Vendor:	1105	Washington State Patrol	
I13003768		Background checks	10.00
			10.00
Check No:	28762	Check Date: 12/26/2012	
Vendor:	1408	Washington Workwear Stores Inc.	
8119		Police Citizen Volunteers; safety vest	47.55
			47.55
Check No:	28763	Check Date: 12/26/2012	
Vendor:	1496	Dan Wesley	
1496-12		Wesley; various meetings, mileage/per diem	171.20
			171.20
Check No:	28764	Check Date: 12/26/2012	
Vendor:	2391	WSDA	
73200		Dalton; 2013 pesticide license renewal	6.60
73200		Dalton; 2013 pesticide license renewal	13.20
73200		Dalton; 2013 pesticide license renewal	13.20
			33.00
Check No:	28765	Check Date: 12/26/2012	
Vendor:	1894	Diana Ziolkowski	
1894-12		Facility monitoring; 12/10, 12/19	69.00
1894-12-1		Facility maintenance; 12/10	12.00

	Check Amount
	81.00
Date Totals:	1,165,057.76
Report Total:	1,165,057.76

December 21, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 12/21/12 consisting of:

PAYLOCITY CHECK # 1000929794 through PAYLOCITY CHECK # 1000929807 and PAYLOCITY CHECK # 1000929815 through PAYLOCITY CHECK # 1000929816 inclusive, plus employee direct deposits

IN THE AMOUNT OF $144,162.88

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: _____

12/21/12 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104174	Regular	12/21/2012	Bates, Krista	88.66
104175	Regular	12/21/2012	Kirshenbaum, Kathleen	567.30
104176	Regular	12/21/2012	Lyon, Valerie	1,449.52
104177	Regular	12/21/2012	Matheson, Derek M	4,389.36
104178	Regular	12/21/2012	Mhoon, Darren S	1,315.04
104179	Regular	12/21/2012	Michaud, Joan M	1,806.60
104180	Regular	12/21/2012	Scott, Sharon G	2,654.18
104181	Regular	12/21/2012	Slate, Karla J	2,332.53
104182	Regular	12/21/2012	Hart, Richard	3,429.74
104183	Regular	12/21/2012	Cles, Staci M	1,717.16
104184	Regular	12/21/2012	Hagen, Lindsay K	1,369.84
104185	Regular	12/21/2012	Hendrickson, Robert	3,555.37
104186	Regular	12/21/2012	Parker, Cassandra	2,306.38
104187	Regular	12/21/2012	Harto, Margaret	461.75
104188	Regular	12/21/2012	Lanza, Mark	391.28
104189	Regular	12/21/2012	Mhoon, Marlla	391.28
104190	Regular	12/21/2012	Scott, James A	405.57
104191	Regular	12/21/2012	Wagner, Jeffrey	415.57
104192	Regular	12/21/2012	Allen, Joshua C	1,157.93
104193	Regular	12/21/2012	Dalton, Jesse J	2,064.39
104194	Regular	12/21/2012	Fealy, William J	1,979.77
104195	Regular	12/21/2012	Gaudette, John J	2,157.84
104196	Regular	12/21/2012	Junkin, Ross D	2,697.66
104197	Regular	12/21/2012	Wesley, Daniel A	2,032.54
104198	Regular	12/21/2012	Bykonen, Brian D	2,953.33
104199	Regular	12/21/2012	Christenson, Gregg R	2,631.52
104200	Regular	12/21/2012	Lyons, Salina K	2,006.17
104201	Regular	12/21/2012	Meyers, Robert L	3,109.51
104202	Regular	12/21/2012	Ogren, Nelson W	2,578.08
104203	Regular	12/21/2012	Thompson, Kelly	1,980.02
104204	Regular	12/21/2012	Morrissey, Mayson	2,610.62
104205	Regular	12/21/2012	Bahl, Rachel A	1,588.97
104206	Regular	12/21/2012	Martinsons, Jaquelyn	353.07
104207	Regular	12/21/2012	Newton, Ethan A	2,020.14
104208	Regular	12/21/2012	Patterson, Clifford	2,355.79
104209	Regular	12/21/2012	Thomas, Scott R	3,326.63
104210	Regular	12/21/2012	Akramoff, Glenn A	3,379.36
104211	Regular	12/21/2012	Bates, Shellie L	1,818.83
104212	Regular	12/21/2012	Buck, Shawn M	1,474.58
104213	Regular	12/21/2012	French, Fred	639.41
104214	Regular	12/21/2012	Parrish, Benjamin A	1,921.73
104215	Regular	12/21/2012	Vondran, Donald M	3,365.95
104216	Regular	12/21/2012	Andrews, Kaitlyn E	118.86
104217	Regular	12/21/2012	Blakely, Coleman P.	53.52
104218	Regular	12/21/2012	Campbell, Noel M	97.86
104219	Regular	12/21/2012	Cox, Melissa	482.67
104220	Regular	12/21/2012	Cranstoun, Alexander M	37.46
104221	Regular	12/21/2012	Foxworthy, Rebecca	27.73
104222	Regular	12/21/2012	Houghton, Cassandra L	298.65
104223	Regular	12/21/2012	Kim, Tabitha J	134.97
104224	Regular	12/21/2012	Kiselyov, Tatyana	460.80

104225	Regular	12/21/2012	Loeppky, Janna	593.08
104226	Regular	12/21/2012	MacConaghy, Hailey	501.29
104227	Regular	12/21/2012	Mooney, Lynell	304.45
104228	Regular	12/21/2012	Praggastis, Alexander	279.64
104229	Regular	12/21/2012	Reese, Rachel E	143.19
104230	Regular	12/21/2012	Tomalik, Stefan A	90.99
104231	Regular	12/21/2012	Tran, Jenifer	94.04
104232	Regular	12/21/2012	von Michalofski, Kayla M	111.09
104233	Regular	12/21/2012	Wardrip, Spencer A	253.49
104234	Regular	12/21/2012	Beaufrere, Noreen	2,699.39
104235	Regular	12/21/2012	Throm, Victoria J	1,857.20
1000929794	Regular	12/21/2012	Newell, Nancy J	16.62
1000929795	Regular	12/21/2012	Lucavish, David	415.57
1000929796	Regular	12/21/2012	Snoey, Wayne	186.78
1000929797	Regular	12/21/2012	Baughan, Jayson H.	149.00
1000929798	Regular	12/21/2012	Bell, Colin Q	159.18
1000929799	Regular	12/21/2012	Bowen, Joshua W	160.56
1000929800	Regular	12/21/2012	Carkeek, Lena	445.82
1000929801	Regular	12/21/2012	Cox, Cory R	74.92
1000929802	Regular	12/21/2012	Goldfoos, Rhyan	86.40
1000929803	Regular	12/21/2012	Johansen, Andrea	399.87
1000929804	Regular	12/21/2012	Miller, Amanda J	103.34
1000929805	Regular	12/21/2012	Panzer, Erika	431.69
1000929806	Regular	12/21/2012	Praggastis, Elena C	258.34
1000929807	Regular	12/21/2012	Vieira, Logan G	227.95
Totals for Payroll Checks		**76 Items**		**93,007.38**

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104236	AGENCY	12/21/2012	ICMA Retirement Trust	14,797.29
104237	AGENCY	12/21/2012	Vantagepoint Transfer Agent-	358.78
104238	AGENCY	12/21/2012	City of Covington	2,819.11
104239	AGENCY	12/21/2012	Paylocity Corporation	125.00
104240	AGENCY	12/21/2012	City of Covington Employee	88.00
104241	AGENCY	12/21/2012	ICMA Retirement Trust	12,384.60
104242	AGENCY	12/21/2012	ICMA Retirement Trust	2,060.19
104243	AGENCY	12/21/2012	ICMA Retirement Trust	192.00
104244	AGENCY	12/21/2012	HRA VEBA Trust	1,020.00
1000929815	AGENCY	12/21/2012	WASH CHILD SUPPORT	110.41
1000929816	AGENCY	12/21/2012	United Way of King County	14.00
Totals for Third Party		**11 Items**		**33,969.38**

Tax Liabilities	16,871.12
Paylocity Fees	315.00
Grand Total	**$ 144,162.88**

January 4, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/04/13 consisting of:

PAYLOCITY CHECK # 1000959046 through PAYLOCITY CHECK # 1000959058 and PAYLOCITY CHECK # 1000959127 through PAYLOCITY CHECK # 1000959127 inclusive, plus employee direct deposits

IN THE AMOUNT OF $137,880.02

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

Robert M. Hendrickson Finance Director	Mark Lanza City Councilmember
Wayne Snoey City Councilmember	Marlla Mhoon City Councilmember

Council Meeting Date Approved: _____

01/04/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104250	Regular	1/4/2013	Bates, Krista	88.66
104251	Regular	1/4/2013	Kirshenbaum, Kathleen	676.10
104252	Regular	1/4/2013	Lyon, Valerie	1,449.52
104253	Regular	1/4/2013	Matheson, Derek M	4,389.35
104254	Regular	1/4/2013	Mhoon, Darren S	1,315.04
104255	Regular	1/4/2013	Michaud, Joan M	1,806.60
104256	Regular	1/4/2013	Scott, Sharon G	2,399.64
104257	Regular	1/4/2013	Slate, Karla J	2,332.53
104258	Regular	1/4/2013	Hart, Richard	3,429.74
104259	Regular	1/4/2013	Cles, Staci M	1,717.17
104260	Regular	1/4/2013	Hagen, Lindsay K	1,384.45
104261	Regular	1/4/2013	Hendrickson, Robert	3,540.29
104262	Regular	1/4/2013	Parker, Cassandra	2,338.97
104263	Regular	1/4/2013	Allen, Joshua C	898.58
104264	Regular	1/4/2013	Dalton, Jesse J	2,008.96
104265	Regular	1/4/2013	Fealy, William J	1,970.21
104266	Regular	1/4/2013	Gaudette, John J	1,765.18
104267	Regular	1/4/2013	Junkin, Ross D	2,697.65
104268	Regular	1/4/2013	Wesley, Daniel A	2,032.54
104269	Regular	1/4/2013	Bykonen, Brian D	2,953.33
104270	Regular	1/4/2013	Christenson, Gregg R	2,631.52
104271	Regular	1/4/2013	Lyons, Salina K	2,041.49
104272	Regular	1/4/2013	Meyers, Robert L	3,109.51
104273	Regular	1/4/2013	Ogren, Nelson W	2,578.09
104274	Regular	1/4/2013	Thompson, Kelly	1,976.67
104275	Regular	1/4/2013	Morrissey, Mayson	2,610.66
104276	Regular	1/4/2013	Bahl, Rachel A	1,588.97
104277	Regular	1/4/2013	Newton, Ethan A	2,066.14
104278	Regular	1/4/2013	Patterson, Clifford	2,355.78
104279	Regular	1/4/2013	Thomas, Scott R	3,333.98
104280	Regular	1/4/2013	Akramoff, Glenn A	3,379.36
104281	Regular	1/4/2013	Bates, Shellie L	1,877.90
104282	Regular	1/4/2013	Buck, Shawn M	1,474.58
104283	Regular	1/4/2013	French, Fred	286.70
104284	Regular	1/4/2013	Parrish, Benjamin A	1,735.10
104285	Regular	1/4/2013	Vondran, Donald M	3,365.95
104286	Regular	1/4/2013	Andrews, Kaitlyn E	94.81
104287	Regular	1/4/2013	Blakely, Coleman P.	37.46
104288	Regular	1/4/2013	Campbell, Noel M	29.08
104289	Regular	1/4/2013	Cox, Melissa	480.79
104290	Regular	1/4/2013	Cranstoun, Alexander M	21.41
104291	Regular	1/4/2013	Foxworthy, Rebecca	100.19
104292	Regular	1/4/2013	Houghton, Cassandra L	251.68
104293	Regular	1/4/2013	Kiselyov, Tatyana	580.75
104294	Regular	1/4/2013	Loeppky, Janna	370.90
104295	Regular	1/4/2013	MacConaghy, Hailey	359.55
104296	Regular	1/4/2013	Mooney, Lynell	257.86
104297	Regular	1/4/2013	Praggastis, Alexander	220.55
104298	Regular	1/4/2013	Reese, Rachel E	130.01
104299	Regular	1/4/2013	Tomalik, Stefan A	64.22
104300	Regular	1/4/2013	Tran, Jenifer	150.17
104301	Regular	1/4/2013	von Michalofski, Kayla M	84.26
104302	Regular	1/4/2013	Wardrip, Spencer A	178.96
104303	Regular	1/4/2013	Williams, Lauren C	16.06
104304	Regular	1/4/2013	Beaufrere, Noreen	2,659.30
104305	Regular	1/4/2013	Throm, Victoria J	1,871.21

1000959046	Regular	1/4/2013	Newell, Nancy J	55.41
1000959047	Regular	1/4/2013	Baughan, Jayson H.	304.25
1000959048	Regular	1/4/2013	Bell, Colin Q	128.85
1000959049	Regular	1/4/2013	Carkeek, Lena	316.30
1000959050	Regular	1/4/2013	Carter, Megan L	90.01
1000959051	Regular	1/4/2013	Cox, Cory R	42.81
1000959052	Regular	1/4/2013	Goldfoos, Rhyan	697.70
1000959053	Regular	1/4/2013	Jensen, Emily A	10.70
1000959054	Regular	1/4/2013	Johansen, Andrea	343.00
1000959055	Regular	1/4/2013	Miller, Amanda J	168.63
1000959056	Regular	1/4/2013	Panzer, Erika	272.42
1000959057	Regular	1/4/2013	Praggastis, Elena C	92.87
1000959058	Regular	1/4/2013	Vieira, Logan G	148.39
Totals for Payroll Checks		**69 Items**		**88,237.47**

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104306	AGENCY	1/4/2013	ICMA Retirement Trust	14,137.85
104307	AGENCY	1/4/2013	Vantagepoint Transfer Agent-	358.78
104308	AGENCY	1/4/2013	City of Covington	2,855.63
104309	AGENCY	1/4/2013	Paylocity Corporation	125.00
104310	AGENCY	1/4/2013	City of Covington Employee	76.00
104311	AGENCY	1/4/2013	ICMA Retirement Trust	12,160.10
104312	AGENCY	1/4/2013	ICMA Retirement Trust	1,835.19
104313	AGENCY	1/4/2013	ICMA Retirement Trust	192.00
104314	AGENCY	1/4/2013	HRA VEBA Trust Contributions	1,020.00
1000959127	AGENCY	1/4/2013	WASH CHILD SUPPORT	110.41
Totals for Third Party Checks		**10 Items**		**32,870.96**

Tax Liabilities	16,600.59
Paylocity Fees	171.00
Grand Total	**$ 137,880.02**

Consent Agenda Item C-3

Covington City Council Meeting
Date: January 8, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH TETRA TECH, INC. TO DEVELOP A HAZARD MITIGATION PLAN.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):
1. Architecture/Engineering Services Agreement with Tetra Tech, Inc.

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works

EXPLANATION:
In October 2012 the Public Works Department received a grant from the Washington State Military Department for a Hazard Mitigation Grant Program (HMGP) to prepare a Hazard Mitigation Plan.

The Hazard Mitigation Grant Program provides grant funds to eligible applicants for developing or updating hazard mitigation plans or mitigation projects that reduce casualties and damage to structures in future disasters. A FEMA approved natural hazards mitigation plan is required in order for an applicant to receive a grant for a mitigation project funded by the five mitigation programs.

In November the Public Works Department sent out a request for proposal to seven qualified consultants. We received four proposals. Three staff members reviewed all four proposals and all three reviewers chose Tetra Tech, Inc. as the most qualified consultant to complete the hazard mitigation planning process.

ALTERNATIVES:
Not to enter into a Consultant Services Agreement with Tetra Tech, Inc.

FISCAL IMPACT:
The expenditures will be paid out of the General Fund (Central Services – Emergency Management) – Professional Services line item.

The total grant amount is $49,625. All eligible costs will be reimbursed by FEMA at 75% ($37,219), by State at 12.5% ($6,203) and by City 12.5% ($6,203). The City's portion includes "in-kind" contributions such as steering committee, planning team and staff time.

CITY COUNCIL ACTION: ____Ordinance ____Resolution __X__Motion ____Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a Consultant Services Agreement with Tetra Tech, Inc. to develop a Hazard Mitigation Plan.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT
ARCHITECTURE/ENGINEERING SERVICES

THIS AGREEMENT FOR SERVICES is entered into this ___ day of January, 2013, by and between the City of Covington ("City"), a Washington municipal corporation, and Tetra Tech, Inc., an architectural/ engineering services consultant ("Consultant").

RECITALS

A. The City seeks the services of an architectural/engineering consultant to perform design services on behalf of the citizens of Covington; and

B. The Consultant has the qualifications and experience necessary to provide said services; and

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

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

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

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant 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 Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services"), in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Consultant 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.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2014 ("Term"), unless earlier terminated under the provisions of this Agreement. 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 Consultant performing the Services, the City agrees to pay the Consultant as follows: An amount not to exceed $49,625.

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

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

4.4. Consultant Responsible for Taxes. The Consultant 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. Books and Records. The Consultant agrees to maintain books, records, and documents that 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.

6. Warranty. The Consultant 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 Consultant 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 Consultant 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 Consultant under this Agreement. The Consultant 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 Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant's failure to comply with the requirements of this 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 Consultant 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.

7. Ownership and Use of Documents. Any and all original records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant 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 Consultant shall be delivered to the City. No confidential information obtained or created by the Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

8. Independent Contractor. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay, or any other benefit of employment. The Consultant 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 Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant shall be solely responsible for its acts and for the acts of its agents, employees, sub-consultants, 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 Consultant shall have the sole judgment of the means, mode, or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

9. Indemnification. The consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance. The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives, or employees and in such forms and with such carriers who have a rating satisfactory to the City [*required insurance coverage under this Agreement is indicated with a checkmark*]:

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

10.2. ✓ **Employer Liability.** Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

10.3. ✓ **Commercial General Liability.** 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.

10.4. ✓ **Automobile Liability.** 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.

10.5. Additional Requirements.

10.5.1. The City shall be named as additional insured on all above required insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program.

10.5.2. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.5.3. All required 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 Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date of this Agreement is actually terminated or upon project completion and acceptance by the City.

10.5.4. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such above required coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.

10.6. The Consultant's maintenance of insurance as required above shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.7. The Consultant's failure to maintain such insurance policies as required above 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.

11. Termination.

11.1. This Agreement may be terminated at any time, with or without cause, by the City.

11.2. Upon termination, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City within five (5) business days of the date of termination. Consultant 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 Consultant services, programs, or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Consultant or by the Consultant'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 Consultant 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 Consultant's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Consultant 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 Consultant represents to the City that it has no conflict of interest in performing any of the Services described herein. It is recognized that the Consultant 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 Consultant’s ability to perform the Services. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, the Consultant shall immediately disclose such potential conflict to the City. The Consultant agrees to resolve any actual conflicts of interest in favor of the City.

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

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 any limiting provisions of this Agreement, 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 to the address included in the signature block below, or to such other person or place as one party shall furnish to the other 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. **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

25. **Survival of Representations.** The representations and warranties of the City and the Consultant contained hereto shall survive indefinitely.

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

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

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

CITY OF COVINGTON	**TETRA TECH, INC.**
_____	_____
By: Derek Matheson	By:_____
Its: City Manager	Its: _____
16720 SE 271st Street, Suite100	19803 North Creek Parkway
Covington, WA 98042	Bothell, WA 98011

Attest:	Approved as to form:
_____	_____
Sharon Scott, City Clerk	Sara Springer, City Attorney

EXHIBIT A

City of Covington Hazard Mitigation Plan
Scope of Services

Provide a Hazard Mitigation Plan that will guide the City of Covington in assessing hazards and vulnerabilities and mitigating critical facilities.

The city recognizes the potential for disasters to strike critical facilities within the city and wishes to have a plan in place before this occurs. Completion and approval of the Hazard Mitigation Plan will also make the city eligible to apply for hazard mitigation project grants, further increasing the city's ability to plan for and mitigate the effects of hazards.

Identification of hazards and hazard categories will be developed from earlier city work and other plans, including the King County plan and the hazard mitigation plans of adjacent and overlapping planning and infrastructure agencies, such as water and sewer districts known to have developed hazard mitigation plans that include all or a portion of the City's planning area. Other specific hazard categories may include, but are not limited to:

- Flood Hazards – including river and stream flooding and the possibility of a dam break related to the City of Seattle's Lake Youngs earthen dam upstream of the city, as well as FEMA FIRM maps and local historical data, including known flooding and drainage complaints contained within city records and GIS shape files and metadata.
- Wind Hazards – based on local weather information and historical records, National Weather Service records, as well as King County's hazard mitigation plan and other sources.
- Fire Hazards – information will be collected from neighboring agencies and the King County Hazard Mitigation Plan including information about wildland fires. The Fire Department will also provide their own assessment of fire hazards. The City's geographic position is on the edge of the urban-forest interface, with major transportation corridors through the City, Williams Pipeline's 24" and 30" high-pressure natural gas pipelines, and major electrical distribution infrastructure in the form of a Bonneville Power Administration substation with seven major BPA high-voltage power line corridors all centered on the Covington substation.
- Geologic Hazards – including landslides and earthquakes, the City has steep slopes and related landslide and seismic hazards, particularly along Soos Creek and Jenkins Creek, which pose threats to residents and infrastructure, as identified by the King County Hazard Mitigation Plan, local utilities and local historical knowledge.
- Drought – information will be based on National Weather Service information and local historical information.
- Hazardous Materials Release – staff will coordinate with the Fire Department and WSDOT for information on releases, including any due to major transportation corridors through the City, using historical records, discussions with manufacturers and businesses, and the Hazard Mitigation Plans prepared by other agencies, particularly Water District #111 and Covington Water District, which have conducted inventories of threats to the groundwater supply.

- Other Threats – may include terrorism and cyber terrorism, as there are major critical power facilities within and crossing the City, as well as other human-caused hazards.

Public Outreach
From the project outset, public participation will be invited and encouraged. Interested community and business groups will be contacted, as well as technical specialists and other interest groups. Examples include the CERT group, the Chamber of Commerce, local medical facilities, Homeowner's Associations, schools and church groups. Technical input will be sought from the Police and Fire departments, the city's own Fire Prevention Bureau, Seattle Public Utilities, the local water and sewer utility districts, Bonneville Power Administration, King County and the neighboring cities of Auburn, Maple Valley and Kent.

The City will publicly advertise hearings and project status updates and make draft versions of the plan available for public review and comment. Public input on proposed policies, projects and priorities will be factored into the plan throughout development. The City uses a variety of public outreach tools, including email, the city website and Facebook.

Budget
Not to exceed $49,625. The city budget includes costs to cover staff time devoted to supervising the consultant contract and creating copies of the plan from city funds. All of the grant portion will be used to cover consultant fees. Glenn Akramoff, Public Works Director, will work in partnership with Shellie Bates, Office Supervisor/Public Works, to provide oversight for the project and of the consultant team.

See Exhibit B – Project Budget.

Schedule for Completion of the Plan
The proposed time frame is from October 2012 through September 2014.

See Exhibit C – Project Schedule.

EXHIBIT B

Project Budget

APPROVED BUDGET CATEGORY	*ESTIMATED COST*
Task 1: Description of Process and Plan Organization	$2,714
Task 2: Hazard Assessment	$2,675
Task 3: Profiles of Key Natural Hazards	$8,164
Task 4: Vulnerability Assessment	$6,664
Task 5: Goals and Objectives	$7,339
Task 6: Mitigation Strategies	$3,064
Task 7: Adoption and Incorporation of Plan	$3,275
Task 8: Project Management	$2,375
Task 9: Document Development	$6,955
Task 10: Map and exhibit preparation	$4,400
In-Kind Contribution	$2,000
TOTAL	**$49,625**

EXHIBIT C

Project Schedule

DESCRIPTION OF ACTIVITY/TASK	***SCHEDULED COMPLETION DATE***
Describe planning process	January 31, 2013
Hazard Assessment, profile and vulnerabilities	March 29, 2013
Estimate potential financial losses and consequences	June 28, 2013
Review Policies and develop new policies	November 29, 2013
Identify and prioritize potential mitigation projects with cost/ benefit analysis, maps, and exhibits	February 28, 2014
Complete draft plan and hold public hearing	April 30, 2014
Submit draft, respond and revise, submit final plan	September 30, 2014
Total Time Required to Complete This Project: 24 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	January 15, 2013; April 15, 2013; July 15, 2013; October 15, 2013; January 15, 2014; April 15, 2014; July 15, 2014; October 15, 2014

Consent Agenda Item C-4

Covington City Council Meeting
Date: January 8, 2013

SUBJECT: 2013 APPOINTMENTS TO REGIONAL FORUMS:

- South County Area Transportation Board (SCATBd)
- Sound Cities Association's Public Issues Committee (PIC)
- Metropolitan Solid Waste Advisory Committee (MSWAC)
- Water Resource Inventory Area 9 Forum (WRIA 9)
- Kent Fire Department Regional Fire Authority (RFA)
- Southeast Area Transportation Solutions (SEATS)

RECOMMENDED BY: City Council

ATTACHMENT(S):
1. Table of Regional Forums Requiring Council Appointment

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:
In January of each year, the City Council appoints primary and alternate representatives to represent the City of Covington at the above regional forums.

Councilmembers have been contacted and current recruitment results are noted in the attached table.

ALTERNATIVES:
1. Discontinue participation in some of the forums.
2. Select different primary representatives and alternates than those proposed in the attached table.

FISCAL IMPACT: None.

CITY COUNCIL ACTION: ____Ordinance _____Resolution _X_Motion ____Other

Councilmember _____ moves, Councilmember _____ seconds, to approve the appointments as proposed in the attachment.

REVIEWED BY: City Manager

REGIONAL FORUMS REQUIRING COUNCIL APPOINTMENT – 2012 & 2013

Group	Notes	Meeting Information	Number of Positions	2012 Alternate	2012 Member	2013 Alternate	2013 Member
Metropolitan Solid Waste Advisory Committee (MSWAC)	Diane Yates 206-296-4406, diane.yates@kingcounty.gov. The committee advises the Executive, the solid waste interlocal forum and the King County Council in all matters relating to solid waste management and participates in the development of the solid waste management system plan.	2nd Friday, 11:15 am – 1:15 pm @ Seattle King Street Center	1 primary & 1 alternate	Jim Scott	Glenn Akramoff	Jim Scott	Glenn Akramoff
South County Area Transportation Board (SCATBd)	Contact: Sally Marks 206-263-4710 or sally.marks@kingcounty.gov http://www.kingcounty.gov/transportation/kcdot/PlanningAndPolicy/RegionalTransportationPlanning/Subareas/South_County_Area_Transportation_Board.aspx	3rd Tuesday, 9:00 am @ SeaTac City Hall Council Chambers	1 primary & 1 alternate	Don Vondran	Wayne Snoey, Chair	Don Vondran	Wayne Snoey
Sound Cities Association (SCA) - Public Issues Committee (PIC)*	Contact: Kristy Burwell 206-433-7168 or Kristy@SuburbanCities.org, http://www.suburbancities.org/public_issues/index.shtml	2nd Wednesday, 7:00 pm @ Renton City Hall; see website to confirm	1 primary & 1 alternate	Margaret Harto	Marlla Mhoon	a) Margaret Harto b) Jeff Wagner	Marlla Mhoon
WRIA 9 Forum	http://www.ecy.wa.gov/apps/watersheds/wriapages/index.html	Varies – See Website for information	1 primary & 1 alternate	Glenn Akramoff	Marlla Mhoon Co-Chair	Glenn Akramoff	Marlla Mhoon, Co-Chair
Kent Regional Fire Authority (RFA)	Governing board consists of 3 Kent councilmembers, 3 Kent fire district commissioners and one non-voting Covington councilmember.	1st and 3rd Wednesday of each month	1 primary	NA	Margaret Harto	NA	Margaret Harto
Southeast Area Transportation Solutions (SEATS)	Elected officials from cities of Covington, Black Diamond, Maple Valley, Auburn and Enumclaw, formed through Interlocal agreement.	Last Wednesday, 1:00 pm, Cov. City Hall	1 primary & 1 alternate	Jim Scott	Wayne Snoey	Jim Scott	Wayne Snoey

Agenda Item 1

Covington City Council Meeting
Date: January 8, 2013

SUBJECT: PUBLIC HEARING AND POSSIBLE ACTION ON EXTENDING THE MORATORIUM ON MEDICAL MARIJUANA PRODUCTION AND PROCESSING FACILITIES, DISPENSARIES, AND COLLECTIVE GARDENS FOR SIX MONTHS

RECOMMENDED BY: Sara Springer, City Attorney
Richard Hart, Community Development Director

ATTACHMENT(S):

1. Ordinance No. 12-12, adopted July 24, 2012, and effective Aug. 1, 2012, extending for six months the previous moratorium on medical marijuana production and processing facilities, dispensaries, and collective gardens.
2. Proposed ordinance extending said moratorium for an additional six months.

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:
The purpose of this agenda bill action is to hold a public hearing to allow public testimony and take action on a six-month extension to the existing moratorium on medical marijuana production and processing facilities, dispensaries, and collective gardens.

In August 2011, the city council established a twelve-month moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens. That moratorium was extended for an additional six months, effective August 1, 2012, and is scheduled to expire on February 12, 2013. This proposed ordinance would further extend the existing moratorium an additional six months, until August 12, 2013.

Over the past year, the conflict between state and federal law concerning marijuana, either for medical or personal use, has increased with the federal government's threat to criminally prosecute local government officials and employees who facilitate or approve medical marijuana collective gardens. City staff has continually monitored this changing legal framework, including litigation undertaken by neighboring jurisdictions regarding the approval of business licenses for medical marijuana-based businesses.

The state initiative legalizing use of marijuana for recreational purposes, which became effective on December 6, 2013, further complicates the conflict between state and federal marijuana laws. Though the new law does not speak to nor directly affect state law concerning medical marijuana production and processing facilities, dispensaries, and collective gardens, by December 6, 2013, the state liquor control board will be developing guidelines and regulations for the growing, production, and sale of marijuana for recreational purposes. City staff will monitor the state's

process in developing these regulations, as they will likely directly impact the form and function of any future city regulations regarding medical marijuana facilities.

City staff has also spent considerable time analyzing potential land use and zoning issues and the varying approaches other jurisdictions have taken towards regulating medical marijuana. However, the high potential for additional legislative or judicial clarification of the conflict between state and federal laws, as well as the state liquor board's development of similar regulations for recreational marijuana production and use, requires that the city continue to consider the appropriate mechanism to properly allow and regulate collective gardens and the distribution of medical marijuana. Therefore, the city must extend the moratorium to avoid collective gardens and other related medical marijuana businesses and facilities from vesting until the city's regulatory authority is clarified and appropriate regulations are adopted.

ALTERNATIVES:

1. Do not adopt a moratorium.
2. Provide alternate direction to staff.

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION: __X__Ordinance ____Resolution ____Motion ____Other

Council member _____ moves, Council member _____ seconds, to adopt an ordinance providing for a six-month extension to the existing moratorium on medical marijuana collective gardens, production and processing facilities, dispensaries, and related businesses.

REVIEWED BY: City Manager; City Attorney; Finance Director

ATTACHMENT 1

ORDINANCE NO. 12-12

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

WHEREAS, on August 9, 2011, the Covington City Council passed Ordinance No. 08-11, which declared an emergency necessitating the immediate imposition of a moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens, as more particularly described in Ordinance No. 08-11; and

WHEREAS, 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, 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, state law also allows, under certain conditions, collective gardens and provides the city the authority to adopt zoning, health and safety, ad taxing regulations relating to collective gardens; and

WHEREAS, the U.S. Attorneys for Washington State have reiterated that marijuana possession, production, and distribution is a federal criminal offense and that local officials and employees would not be immune to prosecution under the federal Controlled Substances Act, 21 U.S.C.§801 et seq., even if state law decriminalized the use, possession, and production of marijuana for medical purposes; and

WHEREAS, though state law 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; and

WHEREAS, unregulated collective gardens are anticipated to have negative secondary impacts including a possible increase of criminal activity in the area of collective gardens, a possible increase in illegal drug activity in the area of the collective gardens, possible illegal distribution of medical marijuana, and may present health and safety concerns related to the handling of chemicals used in the growing and processing of marijuana, the ventilation of collective gardens and related air quality issues, and the electrical wiring of collective garden facilities; and

WHEREAS, the Covington City Council established a one-year moratorium to prevent the location and vesting of any medical marijuana collective gardens or medical marijuana production, processing, or dispensing facilities within the city while the city lacks the necessary tools to ensure regulation of the negative secondary impacts and health and safety concerns and to maintain the status quo while legal, political, and policy and city code impacts are studied and considered; and

WHEREAS, given the continuing uncertainty of the legal status of medical marijuana production facilities, processing facilities, and dispensaries under the current state law, and given the possibility of several pending actions that could clarify the conflict between state and federal law, including: (a) Initiative 502 regarding the legalization of the recreational use of marijuana; (b) *John and Jane Does 1-13 v. City of Seattle,* King County Cause No. 11-2-42621-SEA regarding Seattle's regulation of collective gardens; (c) *Cannabis Action Coalition, et.al. v. City of Kent*, King Count Cause No. 12-2-19726-1-KNT regarding Kent's prohibition of collective gardens; and (d) Bellingham's enforcement against collective gardens operating within its city limits, the city requires additional time for continued 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 and the City Council 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 legal, zoning, licensing, health and safety, and taxation regulations for collective gardens, and marijuana production, processing and dispensing facilities should they be deemed legal; and

WHEREAS, the city wishes to amend the moratorium to include any business or organization offering any type of service relating to collective gardens or to producing, processing, or dispensing medical marijuana; and

WHEREAS, the city must extend the moratorium on the establishment, location, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens for an additional six months to act as a stop-gap measure to provide an opportunity for legal clarification of the city's ability to regulate the siting and activities of collective gardens and medical marijuana dispensaries, production facilities, and

processing facilities if deemed legal, and to avoid the unregulated establishment of collective gardens within the city with rights contrary to and inconsistent with any revision the city may make to its regulatory scheme as a result of the city's continued consideration of this matter; and

WHEREAS, on July 24, 2012, the City Council held a public hearing on the moratorium as required by RCW 35A.63.220, and on that date accepted testimony from all members of the public desiring to be heard on the subject; and

WHEREAS, based upon the public testimony received on July 24, 2012, and based upon additional materials presented by city staff, a moratorium of limited duration is in the public interest; and

WHEREAS, on July 24, 2012, the City Council considered the foregoing facts, materials, and testimony, and deliberated on the issue of whether to maintain the moratorium; and

WHEREAS, RCW 35A.63.220 authorizes the City Council to adopt land use moratoria; and

WHEREAS, on July 24, 2012, the city's SEPA Responsible Official determined that the moratorium is exempt from SEPA under RCW 43.21.030(2)(c);

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

Section 1. Adoption of Defined Terms. For the purpose of this ordinance, the definitions of "Medical marijuana dispensary", "Medical marijuana processing facility", "Medical marijuana production facility", and "Medical marijuana collective garden" in Ordinance No. 08-11are hereby adopted by reference as if fully set forth herein.

Section 2. Findings of Fact. In accordance with RCW 35A.63.220, which requires the City Council to adopt findings of fact justifying the adoption of moratoria, the "WHEREAS" clauses set forth above are hereby adopted as the City Council's findings of fact in support of the moratorium imposed by this ordinance and are by this reference incorporated herein as if set forth in their entirety.

Section 3. Amendment to Ordinance No. 08-11. Section 2 of Ordinance No. 08-11 is hereby amended as follows:

> 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, any medical marijuana collective garden, or any business or organization offering any type of service relating to collective gardens or to producing, processing, or dispensing medical marijuana, 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.

Section 4. Moratorium Expiration. The one-year moratorium established by Ordinance No. 08-11 shall not lapse and shall be extended for an additional six months to be effective through February 12, 2013.

Section 5. 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 6. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five days after the date of publication

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof this 24th day of July, 2012.

For

Mayor Margaret Harto

PUBLISHED: July 27, 2012
EFFECTIVE: August 1, 2012

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

ORDINANCE NO. 01-13

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

WHEREAS, on August 9, 2011, the Covington City Council passed Ordinance No. 08-11, which declared an emergency necessitating the immediate imposition of a moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens, as more particularly described in Ordinance No. 08-11; and

WHEREAS, on July 24, 2012, the Covington City Council passed Ordinance No. 12-12, which provided for a six-month extension of moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, collective gardens, or any business or organization offering any type of service relating to collective gardens or to producing, processing, or dispensing medical marijuana; and

WHEREAS, 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, 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, state law also allows, under certain conditions, collective gardens and provides the city the authority to adopt zoning, health and safety, and taxing regulations relating to collective gardens; and

WHEREAS, the U.S. Attorneys for Washington State have reiterated that marijuana possession, production, and distribution is a federal criminal offense and that local officials and

employees would not be immune to prosecution under the federal Controlled Substances Act, 21 U.S.C.§801 et seq., even if state law decriminalized the use, possession, and production of marijuana for medical purposes; and

WHEREAS, though state law 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; and

WHEREAS, unregulated collective gardens are anticipated to have negative secondary impacts including a possible increase of criminal activity in the area of collective gardens, a possible increase in illegal drug activity in the area of the collective gardens, possible illegal distribution of medical marijuana, and may present health and safety concerns related to the handling of chemicals used in the growing and processing of marijuana, the ventilation of collective gardens and related air quality issues, and the electrical wiring of collective garden facilities; and

WHEREAS, the Covington City Council established a one-year moratorium to prevent the location and vesting of any medical marijuana collective gardens or medical marijuana production, processing, or dispensing facilities within the city while the city lacks the necessary tools to ensure regulation of the negative secondary impacts and health and safety concerns and to maintain the status quo while legal, political, and policy and city code impacts are studied and considered; and

WHEREAS, given the continuing uncertainty of the legal status of medical marijuana production facilities, processing facilities, and dispensaries under the current state law, and given the possibility of several pending actions that could clarify the conflict between state and federal law, including: (a) *John and Jane Does 1-13 v. City of Seattle,* King County Cause No. 11-2-42621-SEA regarding Seattle's regulation of collective gardens; (b) *Cannabis Action Coalition, et.al. v. City of Kent*, King Count Cause No. 12-2-19726-1-KNT regarding Kent's prohibition of collective gardens; (c) Bellingham's enforcement against collective gardens operating within its city limits and (d) the recent passage of Initiative 502 legalizing the recreational use of marijuana in the state, the city requires additional time for continued 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 and the City Council 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 legal, zoning, licensing, health and safety, and taxation regulations for collective gardens, and marijuana production, processing and dispensing facilities should they be deemed legal; and

WHEREAS, the city must extend the moratorium on the establishment, location, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, collective gardens, and related businesses for an additional six months to act as a stop-gap measure to provide an opportunity for legal clarification of the city's ability to regulate the siting and activities of collective gardens and medical marijuana dispensaries, production facilities, processing facilities, and related businesses if deemed legal, and to avoid the unregulated establishment of collective gardens within the city with rights contrary to and inconsistent with any revision the city may make to its regulatory scheme as a result of the city's continued consideration of this matter; and

WHEREAS, on January 8, 2013, the City Council held a public hearing on the moratorium as required by RCW 35A.63.220, and on that date accepted testimony from all members of the public desiring to be heard on the subject; and

WHEREAS, based upon the public testimony received on January 8, 2013, and based upon additional materials presented by city staff, a moratorium of limited duration is in the public interest; and

WHEREAS, on January 8, 2013, the City Council considered the foregoing facts, materials, and testimony, and deliberated on the issue of whether to maintain the moratorium; and

WHEREAS, RCW 35A.63.220 authorizes the City Council to adopt land use moratoria; and

WHEREAS, on January 8, 2013, the city's SEPA Responsible Official determined that the moratorium is exempt from SEPA under RCW 43.21.030(2) (c);

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

Section 1. Adoption of Defined Terms. For the purpose of this ordinance, the definitions of "Medical marijuana dispensary", "Medical marijuana processing facility", "Medical marijuana production facility", and "Medical marijuana collective garden" in Ordinance No. 08-11are hereby adopted by reference as if fully set forth herein.

Section 2. Findings of Fact. In accordance with RCW 35A.63.220, which requires the City Council to adopt findings of fact justifying the adoption of moratoria, the "WHEREAS" clauses set forth above are hereby adopted as the City Council's findings of fact in support of the moratorium imposed by this ordinance and are by this reference incorporated herein as if set forth in their entirety.

Section 3. Moratorium Expiration. The six-month moratorium established by Ordinance No. 12-12 shall not lapse and shall be extended for an additional six months to be effective through August 12, 2013.

Section 4. 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 5. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five days after the date of publication

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof this 8th day of January, 2013.

_____
Mayor Margaret Harto

PUBLISHED: January 11, 2013
EFFECTIVE: January 16, 2013

ATTESTED:

_____
Sharon Scott
City Clerk

APPROVED AS TO FORM:

_____
Sara Springer
City Attorney

Agenda Item 2

Covington City Council Meeting
Date: January 8, 2013

SUBJECT: APPROVAL OF CONSULTANT PERSONAL SERVICES CONTRACT WITH STALZER & ASSOCIATES FOR THE NORTHERN GATEWAY STUDY PHASE II AND FUNDING CONTRACT WITH OAKPOINTE HOLDINGS LLC

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENTS:

1. Map of Northern Gateway Study Area
2. Consultant Personal Services Contract with Stalzer & Associates, including Exhibit A, Scope of Services, Timeline, Deliverables, and Cost Breakout
3. Draft Funding Contract with Oakpointe Holdings LLC

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

As directed by the City Council on November 27, 2012, city staff has prepared a professional services contract with Stalzer & Associates ("Consultant") for the preparation of a subarea plan for the Northern Gateway Area Phase II, South Subarea, involving the Hawk property of the gravel extraction and asphalt plant with Oakpointe Holdings LLC ("Oakpointe"). This south subarea encompasses approximately 210 acres on the southeast side of Highway 18 at the existing SE 256th St. interchange. (See Map Attachment 1)

The scope of the proposed study involves preparation of a subarea plan, development of proposed zoning districts and proposed zoning & development regulations, a planned action EIS, public participation and outreach, an analysis of existing conditions, constraints and critical areas, and infrastructure capacities. (See Services Contract Attachment 2)

The consultant team assembled has extensive experience in similar master planning efforts for other communities in the Puget Sound region and should be an outstanding multi-disciplinary team to accomplish the city's goal for the Northern Gateway study area. The proposed professional services contract with the Consultant is for $315,903, which includes a small contribution of $6,684 from the city for the Consultant to perform expanded traffic analysis that will be required in 2014 as part of our GMA Comprehensive Plan update. City staff concluded it was better to spend this money as part of the Northern Gateway study. This allows the city to evaluate traffic impacts of any future development based on our city model and current traffic counts throughout the city and to also achieve an economy of scale for the work that will be completed by our traffic consultants David Evans & Associates. The remaining $309,219 of the Consultant contract will be paid for by Oakpointe through an accompanying funding contract. (See Funding Contract Attachment 3)

City staff seeks Council review and approval of the professional services contract with the Consultant to complete Phase II of the Northern Gateway area study. The timetable for completion of Phase II is approximately twelve months with the final report submitted to the city council for review by December 31, 2013. The repayment to the city of contract funds by Oakpointe is spread over eighteen months, through June, 2014, with Oakpointe paying an appropriate interest rate and administrative costs for payment made beyond the twelve month performance period of the contract. This interest rate will be the current rate of the Local Government Investment Pool (LGIP) Gross Earnings Rate at the time of billing each month, plus 6.0% of the amount delayed for payment beyond the twelve month performance period, to cover city administrative costs. Currently the LGIP rate is .18%, but it fluctuates month to month.

ALTERNATIVES:

1. Request additional information or input from staff on recommended consultant scope of work, time schedules, and/or funding costs and sources.

FISCAL IMPACT:

The city is contributing $6,684 for the Consultant to conduct an expanded transportation analysis as part of this contract. Funds for this expanded transportation analysis will come from the professional services line item in the Community Development Department. The remaining $309,219 will be paid for by Oakpointe. Oakpointe has requested that their repayment to the city for the costs of the contract be spread over eighteen months rather than twelve months of the contract performance. The City is recommending that Oakpointe be allowed to repay a portion of the contract funds during the following year in 2014, with Oakpointe being charged an appropriate interest rate and administrative costs for amounts paid beyond the twelve month performance period of the contract.

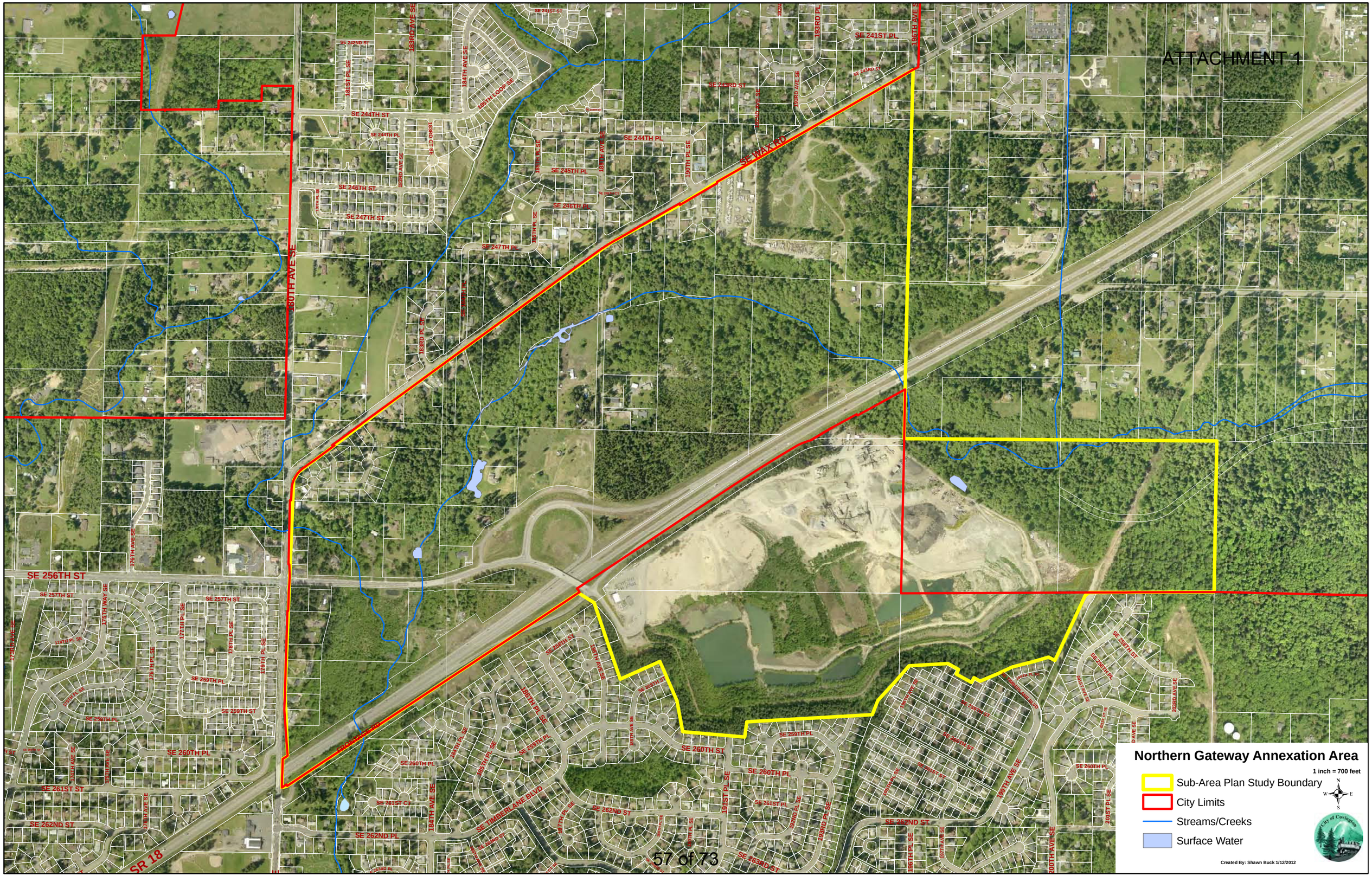
CITY COUNCIL ACTION: _____Ordinance _____Resolution __X____Motion ____Other

Councilmember _____moves, Councilmember _____ seconds, to authorize the City Manager to execute a professional services agreement in the amount of $315,903 between the City of Covington and Stalzer & Associates to prepare Phase II of the Northern Gateway Study & Analysis for the South Subarea involving the Hawk Property Gravel Extraction Site.

Councilmember _____moves, Councilmember _____ seconds, to authorize the City Manager to execute an agreement between the City of Covington and Oakpointe Holdings LLC, totaling $309,219 as payment for Phase II of the Northern Gateway Study & Analysis for the South Subarea involving the Hawk Property Gravel Extraction Site.

REVIEWED BY: City Manager
City Attorney
Finance Director

ATTACHMENT 1


Northern Gateway Annexation Area
1 inch = 700 feet
Sub-Area Plan Study Boundary
City Limits
Streams/Creeks
Surface Water
Created By: Shawn Buck 1/12/2012
SE WAX RD
SR 18
SE 256TH ST
SE 257TH ST
SE 260TH PL
SE 261ST ST
SE 262ND ST
SE 262ND PL
SE 244TH ST
SE 244TH PL
SE 245TH PL
SE 246TH ST
SE 247TH ST
SE 247TH PL
SE 241ST PL
SE TIMBERLANE BLVD
SOUTH AVE SE
FRONTAGE RD
184TH AVE SE
193RD PL
190TH PL SE
189TH AVE SE
200TH AVE SE
203RD AVE SE
SE 260TH ST
SE 261ST PL
SE 262ND PL
SE 263RD ST
SE 259TH PL
SE 258TH ST
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SE 262ND

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Covington, Washington (the "City"), and Stalzer and Associates, (the "Consultant"), whose principal office is located at 603 Stewart Street, Suite 512, Seattle, Washington, 98101.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered upon receipt of invoices received from the Consultant. The total amount to be paid shall not exceed $ 315,903. at the rates shown in Exhibit A, Scope of Services.

3. Consultant Budget. The Consultant shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Consultant shall request prior approval from the City whenever the Consultant desires to amend its budget in any way.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing Wednesday, January 9, 2013 and ending Tuesday, December 31, 2013, unless sooner terminated under the provisions hereinafter specified.

5. Independent Consultant. Consultant and City agree that Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification. The Consultant shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from the performance of this Agreement, including, without limitation, injury or death to persons or damage to property, by the negligent act, omission, or failure of the Consultant, its officers, agents, and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents, and employees.

7. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

8. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

9. Termination. This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination.

10. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

11. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

12. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

13. Notices. Notices to the City of Covington shall be sent to the following address:

City Clerk, City of Covington
16720 SE 271st St, Suite 100
Covington, Washington 98042

Notices to the Consultant shall be sent to the address provided by the Consultant upon the signature line below.

14. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20_____.

CITY OF COVINGTON

By:_____
Title:

ATTEST/AUTHENTICATED:

_____
Sharon Scott, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By: _____

CONSULTANT:_____

By:_____

Title:_____

Printed Name: _____

Address:_____

_____

Date approved by City Council: _____
(If Applicable)

EXHIBIT A
NORTHERN GATEWAY AREA, PHASE 2:
SOUTH AREA SUBAREA PLAN AND PLANNED ACTION EIS
December 20, 2012

OVERVIEW

A subarea plan and planned action EIS will be prepared for the south area including both the area within the city limits and the adjacent area outside the city limits but within the Covington Urban Growth Area (UGA). The scope of work is similar to the development tasks in the scope of work dated March 21, 2012, but it includes a wider range of alternatives and annexation facilitation. The purpose of the subarea plan will be to further develop the planning concepts illustrated in the August 13, 2012 "Preliminary Land Use Concept Plan" subject to additional review of critical areas shown on the Concept Plan. Tasks will include:

- A Master Land Use Plan containing development areas, street network, critical areas based on City of Covington standards, and a passive and active open space network
- Planning sessions with representatives of the major property owner(s) and the community
- Land use designations and zoning based on existing or proposed City of Covington Comprehensive Plan land use designations and zoning classifications implementing the Master Land Use Plan
- Capital facilities program and preliminary infrastructure plans
- Implementing development standards, regulations, and design standards
- Refinement of the annexation fiscal analysis and facilitation of the annexation process
- Presentations at Planning Commission and City Council meetings and public hearings

It is anticipated that the Planned Action EIS will contain a No Action alternative, two action alternatives, one of which will be the preferred alternative. The alternatives would be detailed enough to allow for a planned action, development agreement, and tailored policies and code. The key elements of the environment for the EIS would include:

- Earth
- Plants and Animals
- Surface Water
- Air Quality
- Transportation
- Land Use
- Cultural Resources
- Public Services
- Utilities
- Noise

METHODS AND ASSUMPTIONS

Subarea Plan

The Subarea Plan will contain:

- Vision, Goals, Objectives, and Policy Framework
- Land Use, Circulation, and Open Space Concepts
- Zoning Map and Regulations, Design Guidelines, and other Development Standards as appropriate
- Capital Facilities Plan

Wherever possible, the subarea plan will use or build upon the structure of existing applicable Covington development standards and regulations. A zoning map will be prepared reflecting the proposed zoning classifications. The design guidelines will be unique to this subarea and clearly differentiate between the desired character of the South Study Area and that of downtown Covington. The design guidelines will be based on key planning principles that relate to the community vision as well as best practices for urban planning.

The subarea plan will also include a draft capital facilities plan based upon the City's budget and 6-year Capital Improvement Program as well as project lists developed with Draft EIS alternatives. The project team will compile cost and revenue information from the City and special districts. The final capital facilities plan will be based on the preferred alternative. It should be noted that cost estimates for parks and transportation improvements are not included in the present scope.

Planned Action EIS

General Approach: The Existing Conditions Assessment for all topics covered in the Phase 1 Northern Gateway Study will be incorporated into the Affected Environment section of the Draft EIS.

Earth: The project team will use the City's Critical Area Ordinance maps and the Natural Resource Conservation Service maps to characterize existing soil types, especially steep slopes, unstable soils, and highly erodible soils. The existing reclamation plan for the Lakeside gravel mine will be reviewed to characterize how post-reclamation soil conditions will affect the suitability for future land uses at the current mine site. Relevant City building code regulations for erosion control and soil stability will be summarized and a range of options presented for how the City could implement special geotechnical standards for project-level permitting.

Plants and Animals and Surface Water: The technical analysis for each section will include a description of existing conditions, assessment of the significant adverse impacts (direct, indirect and cumulative), evaluation of the potential mitigation measures for each of the alternatives, and discussion of regulatory implications and permit requirements. Up to three report figures will be included.

Air Quality: Existing air quality conditions and regulations relevant to the proposal will be summarized including Puget Sound Clean Air Agency regulations for stationary sources and construction fugitive dust and future requirements for Transportation Conformity determinations for roadway improvements. To evaluate potential impacts to regional air quality the City's forecasts for population growth and regional

vehicle miles traveled (VMT) will be compared to regional Puget Sound forecasts developed by the Puget Sound Regional Council (the City will provide the population and VMT data used for this analysis). To evaluate greenhouse gas (GHG) emissions, city-provided land use forecasts will be used to estimate existing GHG emissions and future GHG emissions for each alternative, using the King County GHG spreadsheet. The "Build Carbon Neutral" calculator will be used to forecast soil-carbon GHG emissions caused by removing existing vegetation from the study area. A comprehensive list of relevant GHG reduction measures the City could consider as part of project-level environmental permitting will be presented.

Transportation: A transportation analysis will be prepared combining a technical analysis and DEA transportation modeling.

- **No Action Alternative:** The project team will work with City staff to develop the appropriate future citywide land use to be analyzed for 2031 No Action conditions. The land use will be provided to the City's transportation consultant (DEA) who will model it using the City's travel demand forecasting model. This scope assumes that DEA will post-process the model data and provide the forecasted 2031 PM peak hour volumes in Synchro files. This task also assumes that DEA will provide the model results for the City's arterial links to support concurrency analysis. The project team will evaluate future level of service at citywide intersections, and coordinate with City staff and the City's traffic consultant to identify locations where improvements would be needed under No Action conditions (without the proposed Subarea Plan). This task assumes that only the PM peak hour would be evaluated. It also assumes that 47 citywide intersections would be evaluated (45 intersections already defined in the City's concurrency program plus the two SE 256th Street/SR 18 ramp intersections), with up to 10 intersections warranting more detailed analysis to identify projects to address potential deficiencies. This task does not include development of cost estimates for additional capacity improvement projects that are identified; it is assumed that DEA would be retained to develop cost estimates, consistent with the City's standard methods, if needed.
- **DEIS Action Alternatives** – The project team will evaluate two Action alternatives for the DEIS, using the following methods.
    - **Land Use Assessment** – This task assumes time to participate in the workshop to develop the land use alternatives and to coordinate with the project team on the transportation aspects of the DEIS land use alternatives as they are developed.
    - **Trip Generation –** Once the land use has been defined for each alternative, we will project the trips generated by build-out of the land use that has been defined for each alternative, using equations, rates, and methods defined in the Institute of Transportation Engineers (ITE) *Trip Generation* and travel mode data compiled by the Puget Sound Regional Council (PSRC). Trip generation analysis will take into account the potential for internal trips (trips between uses within the project sites), pass-by trips, and diverted-linked trips.
    - **Vehicle Trip Distribution and Assignment –** The projected trip generation data for each DEIS alternative will be provided to the City's transportation consultant (DEA) who will input the trips into the City's travel demand forecasting model to project the assignment of project-generated trips on the City street system. Any new major roads that are anticipated to be built at the project site could also be added to the modeled scenarios. This scope assumes that DEA will post-process the model data and provide the forecasted 2031 PM peak hour volumes in Synchro files, as well as the model results for the City's arterial links to support concurrency analysis.

- **Off-Site Operational and Safety Analysis –** A "with project" level of service for 2031 build-out conditions for the citywide analysis intersections will be evaluated. This task assumes that initial level of service assessment will include all 47 city analysis intersections to determine which would carry project-generated trips that exceed the City's thresholds for transportation impact analysis. Intersections expected to be significantly impacted by the project (as defined by City standards) will be identified as will improvements needed to address those impacts. The collision assessment completed in Phase 1 will be updated to include any additional analysis intersections that are added to the study area as a result of the impact analysis. In addition, the analysis will address level of service analysis of up to four Maple Valley intersections.
- **On-Site Access and Circulation Analysis** –The level of service at the project site's potential access driveways will be evaluated and potential issues with on-site vehicle circulation identified. Recommendations for the locations and capacities needed for internal roadways and driveways will be prepared.
- **Non-Motorized and Transit Analysis** – Potential operational and safety impacts of pedestrian and bicycle modes will be evaluated and recommendations for connections to the external non-motorized network identified, as well as internal access and circulation connections.
- **Parking Analysis** – The parking supply needs for each land use alternative will be evaluated based upon the City's code requirements.
- **Mitigation** – Any improvement projects or other measures that are identified in the tasks described above will be documented. This task does not include development of cost estimates for any additional transportation improvement projects that are identified.
- **Preliminary DEIS Transportation Section** – The methods, results and recommendations of all of the tasks described above will be documented in the DEIS transportation section. This task assumes creation of up to eight figures.
- **DEIS Transportation Section** – Comments provided by the City and project applicant on the preliminary draft will be incorporated into the DEIS transportation section.
- **Meetings –** This scope assumes two meetings with the project team/City staff during the development of the DEIS, and participation in one public meeting held during the DEIS comment period.

- **FEIS Preferred Alternative** –One Preferred alternative will be evaluated for the FEIS, using the same methods described for the DEIS Action alternatives. This scope assumes that analysis of transportation impacts will be conducted for the PM peak hour.
  - **Phasing Analysis** – For mitigation identified to support build-out of the Preferred Alternative, trigger points at which the mitigation would be needed will be identified. The trigger points will be based upon project-generated trips.
  - **Preliminary FEIS Transportation Section** – This task assume time to respond to up to 25 unique comments on the DEIS transportation section; the tasks defined above will be documented in the FEIS transportation section. This task assumes creation of up to two additional figures. It is also assumes that no additional intersections or alternatives (besides the Preferred Alternative) would require analysis.

Land Use: Land use patterns, land use compatibility and activity levels, and population/employment capacity of the Draft EIS alternatives and Final EIS preferred alternative will be reviewed. The

relationship of the Subarea Plan to the City's Comprehensive Plan and other functional plans will be identified, as will policy or code provisions that serve as mitigation measures.

Cultural Resources: Existing conditions and potential future conditions will be addressed based on the area redeveloping and compliance with local, state, and federal regulations. A literature search will be documented. If needed, limited locations will be reviewed in the field at a reconnaissance level. There will be no shovel probing or excavation associated with this analysis. Contact will be made with local tribes in conjunction with the City, to help identify any Traditional Cultural Properties located within the project area. Information gathered from the site visit and tribal consultation will be included in the EIS.

Public Services: Existing levels of service, estimated needs and demand for service, and projected levels of service under each alternative for the range of services that could be altered as a result of each studied alternative will be reviewed. To the extent feasible the analysis will be based on available plans and population-based estimates of demand. Efforts will be coordinated with city staff and service providers to craft mitigation language. The analysis will be heavily coordinated with the Capital Facilities Plan as it contains similar information about levels of service and planned improvements.

Utilities: A capacity analysis and identification of deficiencies and other issues for one no action, two alternatives, and one preferred alternative will be prepared. The analysis will include: a narrative of issues regarding sewer, water, and storm facilities to serve the alternatives; an order-of-magnitude estimate of costs of providing sewer, water and storm services for the action alternatives and preferred plan (to support the capital facility plan); and maps of the necessary facilities by alternative.

Noise: The existing noise environment and key existing noise sources in the study area (no baseline noise monitoring is proposed) will be qualitatively characterized. Relevant state and local regulations that will minimize future noise impacts caused by future development will be cited. Published sources will be used to estimate future increases in day-night noise levels (Ldn) based on forecast future land use population density. For the future No Action alternative, the potential noise impacts caused by continued gravel mining will be evaluated. The Traffic Noise Model (TNM) lookup model will be used to develop a general spatial trend for future noise levels near up to three key roadways affecting the study area. Additionally, the noise review will be coordinated with the team's wildlife specialists to assess future wildlife impacts.

Annexation Fiscal Analysis and Facilitation of the Annexation Process

The fiscal analysis completed in Phase 1 will be updated to address the potential growth associated with the action alternatives of the EIS. Advisory support will be provided to the City on the annexation process for the UGA.

Public Meetings and Presentations

The Subarea Plan and EIS will be developed in an iterative process, with the following general steps:

- Community Scoping and Alternatives Workshops: EIS scoping and subarea plan visioning will be conducted with the public, including potential imagery and identity for the South Study Area and a hands-on planning exercise with real-world examples of the type and scale of uses and developments contemplated for the subarea

- Team Work Session: Based on the planning concepts illustrated in the August 13, 2012 "Preliminary Land Use Concept Plan", any additional critical area information, and the results of the hands-on planning exercise, alternative land plan solutions will be prepared
- Planning Commission Review – Range of EIS Alternatives: A range of preliminary alternatives from visioning and team workshop, as well as a "Consumer Reports" evaluation or pros/cons analysis of the environment, traffic, market, fiscal and similar considerations will be prepared for Planning Commission review and direction for the Draft EIS
- Draft EIS and Draft Subarea Plan Comment Period: A public meeting will be held during the Draft EIS 30-day comment period to review the Draft Plan and action alternatives and to develop a preferred alternative for study in a Preferred Subarea Plan and Final EIS
- Planning Commission Workshop, Public Hearing and Deliberations: The project team in coordination with city staff will facilitate a workshop with the Planning Commission focusing on the preferred plan, proposed comprehensive plan policies and designations; implementing development standards and regulations; and design guidelines. The project team will assist the city staff at a public hearing and a deliberation session.
- City Council Review: The project team will assist the city staff at one public hearing and one deliberation session with the City Council.

South Area (Mine Site) Budget

Task	Estimate per Task
Task 0: Environmental Reconnaissance & Reclamation Plan Review - Existing Critical Areas	
Wetland Reconnaissance Fieldwork (Former mine site, ~200 ac.)	$4,520
Wetland Reconnaissance Sketch and Report	$2,380
Subtotal	$6,900
Task 1: Subarea Plan	
Kickoff Meeting with City and Developer	$2,157
Charette with City and Developer	$12,547
Community Workshop	$10,372
Meeting with City and Developer re: two alternative plans	$8,391
Planning Commission Workshop	$3,537
Refinement of Alternatives	$9,594
Land Use Designations and Zoning	$11,601
Design Guidelines	$13,601
Meeting with City and Developer	$1,847
Subarea Plan	$2,781
Capital Facilities Program	$12,384
Subtotal	$88,811
Task 2: Planned Action EIS*	
Scoping	$10,734
Preliminary Draft EIS	$126,937
Draft EIS	$17,856
Preliminary Final EIS	$27,010
Final EIS	$11,858
Subtotal	$194,397
Task 3: Annexation and Fiscal Analysis	
	$6,132
Subtotal	$6,132
Task 4: Public Meetings	
Planning Commission	$4,011
City Council	$2,437
Subtotal	$6,448
Task 5: Project Management	
Coordination and Administration	$6,531
Subtotal	$6,531
Cost	$309,219

Subtotal Consultant Cost	**$309,219**
Project Expenses @ ~2% of project budget +$500 for traffic counts	**$6,684**
Estimated Project Total	**$315,903**

*Note: Includes traffic analysis beyond the project site to address intersections elsewhere in the City and model study area (e.g. Maple Valley).

CITY OF COVINGTON
AGREEMENT

THIS AGREEMENT is entered into this ___ day of January, 2013, by and between the City of Covington ("City"), a Washington municipal corporation, and Oakpointe Holdings LLC, ("Oakpointe") a limited liability company.

RECITALS:

A. At their Council Meeting on November 27, 2012, Covington's City Council, pursuant to a request from private developers, discussed future development possibilities for the area known as the "Northern Gateway", South Subarea, which encompasses approximately 210 acres on the southeast side of Highway 18 at the existing SE 256th Street interchange; and

B. Covington's City Council directed City staff to prepare an agreement for said Subarea Plan and Planned Action EIS; and

C. Through an RFP process in 2012 the City selected Stalzer and Associates ("Consultant") to perform two study phases of the Northern Gateway Area, including subarea plans; Phase 2 Study Agreement between the City and the Consultant is attached hereto as Exhibit A and incorporated by this reference; and

D. As a major property stakeholder within the Northern Gateway Area, South Subarea, and as a primary beneficiary of the Phase 2 study analysis, Oakpointe has agreed to share in the costs of the Phase 2 Study pursuant to the terms and conditions of this Agreement.

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

1. Engagement. Oakpointe does hereby engage the City and the City does hereby agree to perform the services more particularly described herein.

2. Scope of Services. The City shall execute the agreement with the Consultant to perform the services described in Exhibit A, the Phase 2 Study. At the completion of the Phase 2 Study, the City shall provide copies of any and all records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection with the Phase 2 Study. No confidential information obtained or created by Consultant shall be disclosed to any person or party other than the City without the City's prior written consent. The City shall remain the owner of any documents produced by the Consultant.

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 Phase 2 Study and repayment of all funds to the city, but in any event no later than June 30, 2014 ("Term"), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and Oakpointe.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the City performing the services described herein, Oakpointe agrees to pay the City an amount not to exceed $309,219, plus any interest at the current Local Government Investment Pool (LGIP) Gross Earnings Rate at the time of billing, and city administrative costs of 6% for any delayed payments into 2014.

4.2. Method of Payment. Payment by Oakpointe shall be made in eighteen (18) equal monthly installments commencing on the last day of the month this Agreement is executed; subsequent installments shall be due on or before the last day of each consecutive month thereafter, with interest and administrative costs for any payments made during 2014.

5. Termination. Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by either party. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant shall be submitted to Oakpointe within ten (10) days of the date of termination. In the event this Agreement is terminated or suspended, the City shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred by the Consultant to the date of termination.

6. 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.

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

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

9. 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.

10. 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,

10.1 If to Oakpointe Holdings LLC, to:

Name
Company
Address
Address

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

10.2 If to the City, to:

City of Covington
16720 SE 271st Street, Suite100
Covington, WA 98042

or to such other person or place as the City shall furnish to Oakpointe 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.

11. 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.

12. 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.

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

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

CITY OF COVINGTON

_____

By: Derek Matheson
Its: City Manager

Attest:

_____

Sharon Scott, City Clerk

Approved as to form:

_____

Sara Springer, City Attorney

Oakpointe Holdings LLC

_____
By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

GIVEN my hand and official seal this _____ day of _____, 2012.

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

DISCUSSION OF
FUTURE AGENDA TOPICS:

January 22, 2013 – City Council Special & Regular Meeting

(Draft Agenda Attached)

Draft
as of 01/03/13

Covington: Unmatched quality of life

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

Tuesday, January 22, 2013 | **City Council Chambers**
7:00 p.m. | **16720 SE 271st Street, Suite 100, Covington**

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

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
- Annual Update from King County Councilmember Reagan Dunn
- Human Services Sales Tax Update – Mike Heinisch, Kent Youth & Family Services
- Presentation on Solid Waste Interlocal Agreement – King County Representative

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

APPROVE CONSENT AGENDA
C-1. Minutes: January 8, 2013 Joint Study Session with Planning Commission and January 8, 2013 Regular Meeting Minutes (Scott)
C-2. Vouchers (Hendrickson)
C-3. Approve Agreement for Storm Sewer Cleaning (Akramoff)
C-4. Approve Regional Disaster Plan (Akramoff)

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

NEW BUSINESS
1. Consider Appointments to Parks & Recreation Commission (Council)
2. Discuss Preliminary Solid Waste Contract with Republic Services (Akramoff)
3. Accept Engineering Contract for Project Design (Akramoff)
4. Report from Budget Priorities and Advisory Committee (Hendrickson)

5. Approve Contracts with Stalzer & Associates and BranBar, LLC for Northern Gateway Phase II (Hart)
6. Give Staff Direction on Solid Waste Interlocal Agreement (Akramoff)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

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

ADJOURN

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