



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

www.covingtonwa.gov

**Tuesday, March 10, 2015
7:00 p.m.**

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

Council will interview an applicant for Human Services Commission and Arts Commission beginning at 6:40 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Annual Update from King County Councilmember Reagan Dunn
- Youth Art Month Proclamation – March 2015 (Lesli Cohan & Leslie Spero)

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

APPROVE CONSENT AGENDA

- C-1. Minutes: February 24, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Parametrix Contract for Biologist Services (Hart/Lyons)
- C-4. Extend Interlocal Agreement with Regional Animal Services of King County (Hendrickson)

PUBLIC HEARING

- 1. Receive Comments and Consider Ordinance Extending Interim Zoning Regulations Regarding Recreational Marijuana (Hart)

NEW BUSINESS

- 2. Approve City Manager Merit Goals for 2015 (Bolli)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

ADJOURN

For disability accommodation contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, dial (800) 833-6384 and ask the operator to dial 253-480-2400.

Consent Agenda Item C-1

Covington City Council Meeting

Date: March 10, 2015

SUBJECT: APPROVAL OF MINUTES: FEBRUARY 24, 2015 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the February 24, 2015, 2015 City Council Regular Meeting Minutes.

**City of Covington
Regular City Council Meeting Minutes
Tuesday, February 24, 2015**

(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, February 24, 2015, at 7:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Joe Cimaomo, Mark Lanza, Marlla Mhoon, Jim Scott, and Sean Smith.

COUNCILMEMBERS ABSENT:

Jeff Wagner.

Council Action: Councilmember Cimaomo moved and Councilmember Scott seconded to excuse Mayor Pro Tem Wagner. Vote: 6-0. Motion carried.

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufrere, Personnel Manager; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Scott Thomas, Parks & Recreation Director; Bob Lindskov, City Engineer; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PUBLIC COMMENT:

Mayor Harto called for public comments.

Patricia Lynch, 17015 SE Wax Road, Covington, expressed concerns about the increase in vehicles on Wax Road with the temporary closure of Covington Way, stating she is having difficulties crossing the street at the crosswalk as vehicles are not stopping. Ms. Lunch requested that the speed limit be reduced and additional markings be placed at the crosswalk and an additional crosswalk created further down Wax Road.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: January 31, 2015 City Council Annual Strategic Planning Summit and February 10, 2015 City Council Special & Regular Meeting Minutes.

C-2. Vouchers: Vouchers #32085-32187, including ACH Payments and Electronic Funds Transfers and VOID Vouchers #32105-32105, in the Amount of \$196,110.56, Dated February 6, 2015; and Paylocity Payroll Checks #1003395883-1003395898 inclusive, Plus Employee Direct Deposits in the Amount of \$164,755.46, Dated February 13, 2015.

C-3. Approve Payment of Sales Tax Assessment on Park Project.

C-4. Approve Contract with SBS Legal Services for City Attorney Services.

C-5. Execute Task to Design Stormwater Conveyance Improvement Project.

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

REPORTS OF COMMISSIONS:

Human Services Commission – No report as Chair Fran McGregor was ill.

Parks & Recreation Commission – Chair Laura Morrissey reported on the February 18 meeting.

Arts Commission – Chair Lesli Cohan reported on the February 12 meeting.

Planning Commission – Chair Bill Judd reported on the February 5 meeting. The February 19 meeting was canceled.

Economic Development Council – Next meeting February 26.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Mary Pritchard 26103 197th Avenue SE, Covington, advised that when the city begins mandatory recycling the rate of those recycling will increase. Mrs. Pritchard asked if it might be more cost effective, due to the shortage of applicants, to hire a couple full time maintenance workers rather than temporary seasonal workers.

Leroy Stevenson, 26838 166th Place SE, Covington, informed Council that a neighbor's cat was killed by coyotes. Mr. Stevenson additionally informed Council that there are pit bull dogs in his neighborhood and expressed concerns regarding adults and children that have been bitten by the pit bulls. Mr. Stevenson requested Council to review the animal control ordinance and consider adding something to the effect of not being able to walk pit bulls in public or banning them completely.

Cliff Page, 17230 SE 267th Place, Covington, informed Council that he has lived in the Burwood Park residential neighborhood in the downtown area behind Walgreens for 40 years. Mr. Page advised that his neighborhood has not had any improvements in over 50 years and still has no sewer, no road improvements, no street lighting, and no sidewalks. Mr. Page requested Council to consider allocating funds to his neighborhood.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:52 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: March 10, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #32188-32242, including ACH Payments and Electronic Funds Transfers, in the Amount of \$338,075.94, Dated February 20, 2015; and Paylocity Payroll Checks #1003454296-1003454308 inclusive, Plus Employee Direct Deposits in the Amount of \$168,284.01, Dated February 27, 2015.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers #32188-32242, including ACH Payments and Electronic Funds Transfers, in the Amount of \$338,075.94, Dated February 20, 2015; and Paylocity Payroll Checks #1003454296-1003454308 inclusive, Plus Employee Direct Deposits in the Amount of \$168,284.01, Dated February 27, 2015.

February 20, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #32188 through Check #32242, including ACH payments and electronic funds transfers

In the Amount of \$338,075.94

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

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 2/19/2015 2:41 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0418 20151	Olympic Environmental Resource Spring recycling program implementation	02/20/2015	5,603.00
Total for this ACH Check for Vendor 0418:				5,603.00
ACH	1091 1181842-0 1181842-0	Complete Office Solutions Permit poly zip bags Office supplies	02/20/2015	69.50 42.14
Total for this ACH Check for Vendor 1091:				111.64
ACH	1408 1747 1747 1747 1807	Washington Workwear Stores Inc. Junkin; sweatshirt Junkin; sweatshirt Junkin; sweatshirt Wesley; steel toe boots	02/20/2015	14.44 28.89 28.88 152.03
Total for this ACH Check for Vendor 1408:				224.24
ACH	1622 15-CV01	Law Offices of Thomas R Hargan, PLLC Prosecution services through 1/31/15	02/20/2015	4,535.12
Total for this ACH Check for Vendor 1622:				4,535.12
ACH	1688 054257-2 054257-2 054257-2 054257-2 054257-2	Mountain Mist City hall; bottled water, January Maint shop; bottled water, January Maint shop; bottled water, January Maint shop; bottled water, January Aquatics; bottled water, January	02/20/2015	111.28 9.19 4.60 9.19 57.76
Total for this ACH Check for Vendor 1688:				192.02
ACH	1901 0064793 0064793 0064793	Modern Building Systems, Inc. Maint shop; building lease, 3/1-4/1/15 Maint shop; building lease, 3/1-4/1/15 Maint shop; building lease, 3/1-4/1/15	02/20/2015	284.54 569.06 569.06
Total for this ACH Check for Vendor 1901:				1,422.66
ACH	2105 2105-2	Rachel Bahl Bahl; mileage reimbursement, January	02/20/2015	118.11
Total for this ACH Check for Vendor 2105:				118.11
ACH	2262 869285460504 869285460504	Voyager Fleet Systems Inc. Vehicle fuel Vehicle fuel	02/20/2015	349.51 98.73
Total for this ACH Check for Vendor 2262:				448.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	2500 50880505 50880505	Tetra Tech, Inc. CIP 1127; engineering, 12/27-12/31/14 CIP 1127; engineering, 1/1-1/23/15	02/20/2015	1,040.93 4,788.29
Total for this ACH Check for Vendor 2500:				5,829.22
ACH	2555 44314915	NuCO2 LLC Aquatics; CO2 for pH control	02/20/2015	139.79
Total for this ACH Check for Vendor 2555:				139.79
ACH	2654 33272	Canber Corps CCP; maintenance services, January	02/20/2015	2,899.60
Total for this ACH Check for Vendor 2654:				2,899.60
ACH	2747 2747-2 2747-2	Bob Lindskov Lindskov; ITE/IMSA meeting, mileage Lindskov; ITE/IMSA meeting, mileage	02/20/2015	9.25 6.16
Total for this ACH Check for Vendor 2747:				15.41
ACH	2795 2795-2	Tatyana Kiselyov Kiselyov; mileage reimbursement, January	02/20/2015	12.94
Total for this ACH Check for Vendor 2795:				12.94
ACH	2855 2855-2	Regan Bolli Reimbursement; Chocolate & Chats, supplies	02/20/2015	65.84
Total for this ACH Check for Vendor 2855:				65.84
32188	2625 71100303	ACCIS Morrissey; 2015 ACCIS membership dues	02/20/2015	75.00
Total for Check Number 32188:				75.00
32189	0206 785382	AFLAC Insurance premiums; February	02/20/2015	610.43
Total for Check Number 32189:				610.43
32190	0254 692932 692932 692932	American Public Works Assoc Junkin; APWA dues, 4/1/15-3/31/16 Junkin; APWA dues, 4/1/15-3/31/16 Junkin; APWA dues, 4/1/15-3/31/16	02/20/2015	20.00 20.00 10.00
Total for Check Number 32190:				50.00
32191	1534 78282599 78282599 78284152 78284152 78284152 78284269 78284269	APWA - WA State Chapter Vondran; APWA spring conference, registration Vondran; APWA spring conference, registration Junkin; APWA spring conference, registration Junkin; APWA spring conference, registration Junkin; APWA spring conference, registration Lindskov; APWA spring conference, registration Lindskov; APWA spring conference, registration	02/20/2015	187.50 187.50 150.00 75.00 150.00 150.00 225.00
Total for Check Number 32191:				1,125.00
32192	2223 996561	ARC Imaging Resources Plotter/scanner; usage, 1/1-1/9/15	02/20/2015	2.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	996561	Plotter/scanner; usage, 12/9-12/31/14		7.29
			Total for Check Number 32192:	10.15
32193	0019	AWC Employee Benefits Trust	02/20/2015	
	100315L0320150	Medical Insurance Premiums, March		442.89
	100315L0320150	Medical Insurance Premiums, March		1,125.00
	100315L0320150	Medical Insurance Premiums, March		8,992.58
	100315L0320150	Medical Insurance Premiums, March		6,713.40
	100315L0320150	Medical Insurance Premiums, March		1,899.25
	100315L0320150	Medical Insurance Premiums, March		2,196.79
	100315L0320150	Medical Insurance Premiums, March		2,268.34
	100315L0320150	Medical Insurance Premiums, March		6,941.83
	100315L0320150	Medical Insurance Premiums, March		1,774.21
	100315L0320150	Medical Insurance Premiums, March		2,479.93
	100315L0320150	Medical Insurance Premiums, March		809.72
	100315L0320150	Medical Insurance Premiums, March		1,646.07
	100315L0320150	Medical Insurance Premiums, March		5,982.83
	100315L0320150	Medical Insurance Premiums, March		10,749.79
			Total for Check Number 32193:	54,022.63
32194	2368 136201	Best Parking Lot Cleaning Inc. MV; street cleaning, January	02/20/2015	
				2,389.20
			Total for Check Number 32194:	2,389.20
32195	1075 348359	Bowen Scarff Ford Sales, Inc. #3425; repairs and service	02/20/2015	
				1,014.86
			Total for Check Number 32195:	1,014.86
32196	0026 1437	C&B Awards City art, brass plates	02/20/2015	
				8.15
			Total for Check Number 32196:	8.15
32197	1997 057936 075888	Capital One Commercial City manager reception; flowers, food CIP 1014; Public outreach, refreshments	02/20/2015	
				93.97
				15.99
			Total for Check Number 32197:	109.96
32198	2819 2819-2	Caron Fitness Instructor payment; Zumba, January	02/20/2015	
				151.20
			Total for Check Number 32198:	151.20
32199	2366 1329206396	CenturyLink Business Services Aquatics; internet/loop, January	02/20/2015	
				360.00
			Total for Check Number 32199:	360.00
32200	0722 29605	City of Bellevue 2015 eCityGov Alliance; NW Properties	02/20/2015	
				2,200.00
			Total for Check Number 32200:	2,200.00
32201	1170 NW2739609-	Coastwide Laboratories Aquatics; paper towels	02/20/2015	
				60.04
			Total for Check Number 32201:	60.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32202	0108 0108-2	Covington Chamber of Commerce Bolli; 2015 chamber lunch meetings	02/20/2015	220.00
Total for Check Number 32202:				220.00
32203	2467 73130600 73130600 73130600	Department of Enterprise Services Scott; business cards Councilmember Smith; business cards Bolli; business cards	02/20/2015	41.26 41.25 82.52
Total for Check Number 32203:				165.03
32204	1640 666268 666268	Drivers License Guide Company 2015 ID checking guide, use tax 2015 ID checking guide	02/20/2015	-3.78 47.68
Total for Check Number 32204:				43.90
32205	2922 2922-2	Keith Drury Reimbursement; chambers microphone compone	02/20/2015	79.98
Total for Check Number 32205:				79.98
32206	1710 15-003 15-003	The Falconer Group Council Summit; facilitator services Council Summit; 2014 facilitation services	02/20/2015	2,800.00 1,100.00
Total for Check Number 32206:				3,900.00
32207	2821 2821-2	Dominic Finazzo Finazzo; mileage reimbursement, January	02/20/2015	10.35
Total for Check Number 32207:				10.35
32208	2045 21824	Goodbye Graffiti Seattle Everclean program, February	02/20/2015	431.14
Total for Check Number 32208:				431.14
32209	2553 Jan 15 1123	Gordon Thomas Honeywell Governmental Governmental Affairs services; January	02/20/2015	2,000.00
Total for Check Number 32209:				2,000.00
32210	0302 13599.00-00016 14528.00-00008	Gray & Osborne Timberlane/Jenkins Park SW LID/Retro; 1/4-1/3 Jenkins Creek Park Ped Trail; services, 1/4-1/31/	02/20/2015	6,484.28 8,258.50
Total for Check Number 32210:				14,742.78
32211	2789 557-1501	Henderson, Young & Company Parks impact fee; 1/1-1/31/15	02/20/2015	945.00
Total for Check Number 32211:				945.00
32212	0923 55367582	Hewlett-Packard Company 7 - Computer replacements	02/20/2015	5,678.70
Total for Check Number 32212:				5,678.70
32213	0867 1014302 1014304	Home Depot Credit Services Bungee cords, brass plugs Steel tubes	02/20/2015	29.43 35.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1014304	Maint shop; straps, light bulbs		3.24
	1014304	Maint shop; straps, light bulbs		6.49
	1014304	Maint shop; straps, light bulbs		6.49
	1094015	Return; steel tube		-31.32
	2012229	Maint shop; mount pad		0.99
	2012229	Maint shop; mount pad		0.99
	2012229	Maint shop; mount pad		0.50
	2014263	Steel bars		74.72
	2014263	Maint shop; cutoff machine		38.87
	2014263	Maint shop; metal blade discs		11.68
	2014263	Maint shop; metal blade discs		5.83
	2014263	Maint shop; metal blade discs		11.68
	2014263	Maint shop; cutoff machine		77.76
	2014263	Maint shop; cutoff machine		77.76
	2584070	Aquatics; flash lights, gloves		75.69
	4014053	Sign supplies		17.25
	4162220	Maint shop; table saw		86.66
	4162220	Maint shop; saw blades, chain		36.64
	4162220	Maint shop; saw blades, chain		18.31
	4162220	Maint shop; table saw		173.33
	4162220	Maint shop; table saw		173.33
	4162220	Maint shop; saw blades, chain		36.64
	4584916	Bags to carry balls		16.26
	5011942	Maint shop; spring links, patch cable		21.19
	5011942	Maint shop; spring links, patch cable		21.19
	5011942	Maint shop; spring links, patch cable		10.60
	5012920	Gardner property; sheathing, supplies		84.19
	5971655	Maint shop; wood, dowel, glue		6.23
	5971655	Maint shop; clamp set		7.81
	5971655	Maint shop; wood, dowel, glue		12.48
	5971655	Maint shop; wood, dowel, glue		12.48
	5971655	Maint shop; clamp set		3.90
	5971655	Maint shop; clamp set		7.81
	6012833	Gardner property; sheathing		300.65
	7572338	Public works office; shop vac		16.28
	7572338	Public works office; shop vac		16.27
	8060885	Storage racks, tape		589.19
	9066103	Extension cord		8.66
	9093298	Return; cable		-5.20
	9093298	Return; cable		-2.61
	9093298	Return; cable		-5.20
	9093306	Return; extension cord		-8.66
	9093307	Maint shop; extension cord		5.64
	9093307	Maint shop; extension cord		5.64
	9093307	Maint shop; extension cord		2.82
			Total for Check Number 32213:	2,095.79
32214	2775 REC001589	Inland Group P14-0019; permit overage	02/20/2015	1,000.00
			Total for Check Number 32214:	1,000.00
32215	1342	Integra Telecom	02/20/2015	
	12733057	City hall; telephone, 2/8-3/7/15		1,207.69
	12733057	Maint shop; telephone, 2/8-3/7/15		177.10
	12733057	Maint shop; telephone, 2/8-3/7/15		88.56
	12733057	Aquatics; telephone, 2/8-3/7/15		90.22
	12733057	Maint shop; telephone, 2/8-3/7/15		177.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32215:	1,740.67
32216	1803 LCT0008	Iron Mountain Document storage; 2/1-2/28/15	02/20/2015	172.53
			Total for Check Number 32216:	172.53
32217	2792 15-104 15-104	Kent Fire Department RFA 2014 Fire investigation services 2014 Fire services	02/20/2015	11,111.40 37,248.57
			Total for Check Number 32217:	48,359.97
32218	0385 1500001219	Kent School #415 Basketball gym rental; 1/10, 1/17, 1/24	02/20/2015	2,152.50
			Total for Check Number 32218:	2,152.50
32219	0050 0050-2	Kent School District School mitigation payable; January	02/20/2015	135,120.00
			Total for Check Number 32219:	135,120.00
32220	0143 55586-55586 55618-55621 55618-55621	King County Finance Street services; January Street services; January Street services; 12/26-12/31/14	02/20/2015	155.35 2,270.50 908.02
			Total for Check Number 32220:	3,333.87
32221	0400 38600211593	Les Schwab #3425; tire pressure monitoring system sensor	02/20/2015	102.61
			Total for Check Number 32221:	102.61
32222	2813 2813-2 2813-2	Rachael Leung Leung; mileage reimbursement, January Leung; mileage reimbursement, January	02/20/2015	4.83 4.83
			Total for Check Number 32222:	9.66
32223	1487 741399 741400 741400 741400 741401 741401 741401	NAPA Auto Parts #3307; lamp Maint shop; alligator clip Maint shop; alligator clip Maint shop; alligator clip Maint shop; battery wrench Maint shop; battery wrench Maint shop; battery wrench	02/20/2015	52.06 1.90 0.95 1.90 5.51 2.76 5.51
			Total for Check Number 32223:	70.59
32224	0305 985490	Net Venture Business hosting; 2/27-5/26/14	02/20/2015	89.70
			Total for Check Number 32224:	89.70
32225	2013 2013-2014 2013-2014 2013-2014	Manfred Nitzsche Utility tax rebate; solid waste Utility tax rebate; telephone Utility tax rebate; electricity	02/20/2015	15.32 13.99 31.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2013-2014	Utility tax rebate; cable		18.39
	2013-2014	Utility tax rebate; natural gas		45.47
Total for Check Number 32225:				124.82
32226	0004	Office Depot	02/20/2015	
	1752692560	Office supplies		27.14
	1753546664	Slate; storage box		29.31
	1753893079	Lyons; desk chair		267.58
	1753893079	Lyons; desk chair		66.90
	1754901421	Council summit; office supplies		40.16
	1756056231	Paper		54.02
	751796856001	Office supplies		127.32
	751796856001	Slate; desk sorter and organizer		42.67
	753635230001	Office supplies		215.99
	753635428001	Office supplies		14.68
Total for Check Number 32226:				885.77
32227	0841	PNWSTMA	02/20/2015	
	0841-2	Sports Turf Managers Association; membership		105.00
Total for Check Number 32227:				105.00
32228	2923	Prime	02/20/2015	
	115707	City hall; electrical services		1,627.91
Total for Check Number 32228:				1,627.91
32229	2860	Protect Youth Sports	02/20/2015	
	339295	Background checks		132.00
Total for Check Number 32229:				132.00
32230	1361	Puget Sound Business Journal	02/20/2015	
	7198755	Puget Sound Business Journal; 3 year subscriptic		163.00
Total for Check Number 32230:				163.00
32231	0161	Puget Sound Energy	02/20/2015	
	200003986730-2	Streets; electricity, 1/3-2/2/15		85.48
	200003987282-2	Streets; electricity, 1/6-2/3/15		63.62
	200003987464-2	Streets; electricity, 1/6-2/3/15		11.66
	200004045635-2	Streets; electricity, 1/3-2/2/15		92.41
	200004045866-2	Streets; electricity, 1/6-2/3/15		70.94
	200005568858-2	Streets; electricity, 1/1-1/29/15		82.08
	200005568858-2	Street; electricity, 12/31/14		2.83
	200013103656-2	CCP; electricity, 12/31/14		0.95
	200013103656-2	CCP; electricity, 1/1-1/29/15		27.60
	200013951476-2	Streets; electricity, 1/1-1/29/15		84.59
	200013951476-2	Streets; electricity, 12/31/14		2.92
	200014568881-2	Maint shop; electricity, 12/31/14		3.16
	200014568881-2	Maint shop; electricity, 1/1-1/29/15		91.46
	200014568881-2	Maint shop; electricity, 12/31/14		3.16
	200014568881-2	Maint shop; electricity, 1/1-1/29/15		91.46
	200014568881-2	Maint shop; electricity, 12/31/14		1.57
	200014568881-2	Maint shop; electricity, 1/1-1/29/15		45.74
	200022909309-2	Streets; electricity, 1/3-2/2/15		92.21
	200022909689-2	Skate park; electricity, 1/6-2/3/15		13.48
	30000001770-2	City tree; electricity, 1/3-2/2/15		10.84
	30000001770-2	Streets; electricity, 1/3-2/2/15		10.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	300000001788-2	Streets; electricity, 1/1-1/30/15		8,459.14
	300000001788-2	Streets; electricity, 1/1-1/30/15		82.75
	300000001804-2	Streets; electricity, 1/1-1/29/15		92.76
	300000001804-2	Streets; electricity, 12/31/14		3.20
	300000007744-2	Aquatics; natural gas, 12/31/14		121.84
	300000007744-2	Aquatics; electricity, 1/1-1/29/15		2,261.55
	300000007744-2	Aquatics; electricity, 12/31/14		77.98
	300000007744-2	Aquatics; natural gas, 1/1-1/29/15		3,533.39
	300000007934-2	City hall; natural gas, 1/3-2/2/15		240.30
	300000007934-2	City hall; electricity, 1/3-2/2/15		1,867.91
	300000011266-2	SR 516; electricity, 1/3-2/2/15		245.15
	300000011266-2	Crystal view; electricity, 1/3-2/2/15		10.84
			Total for Check Number 32231:	17,885.81
32232	1905 C823469-701	Sharp Electronics Corporation Workroom copier; usage, 1/1-2/1/15	02/20/2015	1,051.32
			Total for Check Number 32232:	1,051.32
32233	2037 2037-2014 2037-2014 2037-2014 2037-2014	Delores Smith Utility tax rebate; natural gas Utility tax rebate; telephone Utility tax rebate; electricity Utility tax rebate; solid waste	02/20/2015	62.90 29.08 37.01 14.12
			Total for Check Number 32233:	143.11
32234	0993 0700-906800 0700-906800-2 0700-927900 0700-927900 0700-927900 0700-927900-2 0700-927900-2 0700-927900-2	Soos Creek Water & Sewer Dist. Aquatics; sewer, 1/1-1/31/15 Aquatics; sewer, 12/1-12/31/14 Maint shop; sewer, 1/1-1/31/15 Maint shop; sewer, 1/1-1/31/15 Maint shop; sewer, 1/1-1/31/15 Maint shop; sewer, 12/1-12/31/14 Maint shop; sewer, 12/1-12/31/14 Maint shop; sewer, 12/1-12/31/14	02/20/2015	853.71 826.17 11.62 23.23 23.23 22.48 11.24 22.48
			Total for Check Number 32234:	1,794.16
32235	1903 701024 701024	Sound Publishing, Inc. Weekly bulletins; 1/2, 1/30 Park PROS Plan; legal notices, 1/9, 1/16	02/20/2015	480.78 284.08
			Total for Check Number 32235:	764.86
32236	0736 752815 752815 752815 752815	Sound Security, Inc. Security monitoring, 2/1-2/28/15 Maint shop; secure monitoring, 2/1-2/28/15 Maint shop; secure monitoring, 2/1-2/28/15 Maint shop; secure monitoring, 2/1-2/28/15	02/20/2015	1,003.00 20.40 40.80 40.80
			Total for Check Number 32236:	1,105.00
32237	0777 1407-111972	Suburban Propane Gardner property; propane tank rental close out f	02/20/2015	97.74
			Total for Check Number 32237:	97.74
32238	2924 90238657	Terex Services #3390; winch repairs	02/20/2015	1,019.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32238:	1,019.59
32239	1191 20362	Torklift Central #3416; hitch installation	02/20/2015	302.34
			Total for Check Number 32239:	302.34
32240	2023 2023-2014 2023-2014 2023-2014 2023-2014	Mae Trepanier Utility tax rebate; telephone Utility tax rebate; electricity Utility tax rebate; natural gas Utility tax rebate; solid waste	02/20/2015	88.33 57.25 98.56 14.12
			Total for Check Number 32240:	258.26
32241	2103 271498552 271498552	US Bancorp Equip Finance Inc. Copier lease Copier lease	02/20/2015	86.88 130.32
			Total for Check Number 32241:	217.20
32242	0086 1330595-6488221	WFOA Hendrickson; WFOA membership	02/20/2015	50.00
			Total for Check Number 32242:	50.00
			Total for 2/20/2015:	333,997.11
19	2783 M1-2015 M1-2015 M1-2015 M1-2015 M1-2015 M1-2015 M1-2015 M1-2015 M1-2015 M1-2015 M1-2015	WA State Dept of Revenue Use tax for Janaury 2015 Use tax for Janaury 2015 Use tax for Janaury 2015 Sales tax for Janaury 2015 Sales tax for Janaury 2015 Sales tax for Janaury 2015 Business & Occupation tax for Janaury 2015 Business & Occupation tax for Janaury 2015 Use tax for Janaury 2015 Use tax for Janaury 2015	02/26/2015	118.21 127.01 73.07 862.00 3.96 767.07 1,372.74 697.66 29.95 27.16
			Total for Check Number 19:	4,078.83
			Total for 2/26/2015:	4,078.83
			Report Total (70 checks):	338,075.94

February 27, 2015

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 02/27/15 consisting of:

PAYLOCITY CHECK # 1003454296 through PAYLOCITY CHECK # 1003454308 inclusive, plus employee direct deposits

IN THE AMOUNT OF \$168,284.01

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.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

02/27/15 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
109163	Regular	2/27/2015	503	Bolli, Regan H	4,584.55
109164	Regular	2/27/2015	246	Kirshenbaum, Kathleen	513.41
109165	Regular	2/27/2015	243	Lyon, Valerie	1,485.70
109166	Regular	2/27/2015	234	Mhoon, Darren S	1,469.26
109167	Regular	2/27/2015	162	Michaud, Joan M	2,187.70
109168	Regular	2/27/2015	123	Scott, Sharon G	2,541.67
109169	Regular	2/27/2015	313	Slate, Karla J	2,468.33
109170	Regular	2/27/2015	275	Hart, Richard	3,476.33
109171	Regular	2/27/2015	368	Mueller, Ann M	1,285.42
109172	Regular	2/27/2015	180	Cles, Staci M	1,871.12
109173	Regular	2/27/2015	146	Hagen, Lindsay K	1,617.75
109174	Regular	2/27/2015	235	Hendrickson, Robert	3,813.06
109175	Regular	2/27/2015	105	Parker, Cassandra	2,610.88
109176	Regular	2/27/2015	454	Salazar-Delatorre, Viviana J	202.86
109177	Regular	2/27/2015	433	Cimaomo, Joseph T	390.53
109178	Regular	2/27/2015	323	Harto, Margaret	457.75
109179	Regular	2/27/2015	324	Lanza, Mark	382.53
109180	Regular	2/27/2015	326	Mhoon, Marlla	392.53
109181	Regular	2/27/2015	327	Scott, James A	413.57
109182	Regular	2/27/2015	502	Smith, Sean D	413.57
109183	Regular	2/27/2015	329	Wagner, Jeffrey	415.57
109184	Regular	2/27/2015	374	Allen, Joshua C	1,730.80
109185	Regular	2/27/2015	353	Dalton, Jesse J	1,807.41
109186	Regular	2/27/2015	373	Fealy, William J	2,230.48
109187	Regular	2/27/2015	301	Gaudette, John J	2,008.97
109188	Regular	2/27/2015	186	Junkin, Ross D	2,849.80
109189	Regular	2/27/2015	268	Bykonen, Brian D	2,209.04
109190	Regular	2/27/2015	279	Christenson, Gregg R	2,785.03
109191	Regular	2/27/2015	270	Lyons, Salina K	2,332.25
109192	Regular	2/27/2015	269	Meyers, Robert L	3,443.91
109193	Regular	2/27/2015	284	Ogren, Nelson W	2,811.62
109194	Regular	2/27/2015	266	Thompson, Kelly	2,234.10
109195	Regular	2/27/2015	307	Morrissey, Mayson	2,967.97
109196	Regular	2/27/2015	199	Bahl, Rachel A	2,108.35
109197	Regular	2/27/2015	451	Conway, Sean	1,556.71
109198	Regular	2/27/2015	428	Feser, Angela M	2,280.81
109199	Regular	2/27/2015	448	Finazzo, Dominic V	1,518.24
109200	Regular	2/27/2015	305	Kiselyov, Tatyana	1,556.70
109201	Regular	2/27/2015	453	Leung, Rachael M	1,260.57
109202	Regular	2/27/2015	397	Martinsons, Jaquelyn	591.48
109203	Regular	2/27/2015	195	Patterson, Clifford	2,484.06
109204	Regular	2/27/2015	306	Thomas, Scott R	3,647.05
109205	Regular	2/27/2015	106	Bates, Shellie L	2,113.67
109206	Regular	2/27/2015	349	Buck, Shawn M	1,776.31
109207	Regular	2/27/2015	436	Lindskov, Robert T	3,029.40
109208	Regular	2/27/2015	257	Parrish, Benjamin A	2,020.67
109209	Regular	2/27/2015	173	Vondran, Donald M	3,796.55
109210	Regular	2/27/2015	252	Wesley, Daniel A	2,224.68
109211	Regular	2/27/2015	388	Andrews, Kaitlyn E	248.49
109212	Regular	2/27/2015	434	Bailey, Brooke	198.79
109213	Regular	2/27/2015	481	Binder, Jordan M	31.27
109214	Regular	2/27/2015	379	Carrillo, Anthony G	213.32
109215	Regular	2/27/2015	258	Cox, Melissa	451.35
109216	Regular	2/27/2015	409	Hanger, Austin R.	152.50
109217	Regular	2/27/2015	460	Hatch, Christopher	179.10

109218 Regular	2/27/2015	417 Hendricks, Cole M	266.80
109219 Regular	2/27/2015	425 Knox, John Q	350.83
109220 Regular	2/27/2015	426 Knox, Patrick L	342.74
109221 Regular	2/27/2015	410 Lanz, Avalon A.	908.71
109222 Regular	2/27/2015	438 Mashika, Myroslav	145.69
109223 Regular	2/27/2015	483 Medel, Erick	747.68
109224 Regular	2/27/2015	340 Middleton, Jordan	103.71
109225 Regular	2/27/2015	439 Newman, Ashley M	471.81
109226 Regular	2/27/2015	312 Perko, Roxanne H	693.10
109227 Regular	2/27/2015	445 Portin, Andrew	56.85
109228 Regular	2/27/2015	319 Praggastis, Alexander	167.24
109229 Regular	2/27/2015	387 Praggastis, Elena C	100.79
109230 Regular	2/27/2015	484 Roth, Alexander E	292.17
109231 Regular	2/27/2015	493 Sears, Andrew J	11.37
109232 Regular	2/27/2015	492 Spencer, Ethan R	167.73
109233 Regular	2/27/2015	392 Wardrip, Spencer A	727.08
109234 Regular	2/27/2015	432 Wilton, Sara J	121.39
109235 Regular	2/27/2015	487 Bykonen, Tyler B	32.06
109236 Regular	2/27/2015	486 Camp, Alicia M	42.74
109237 Regular	2/27/2015	494 Carlsen, Zachary D	28.45
109238 Regular	2/27/2015	488 Cles, Erin L	48.09
109239 Regular	2/27/2015	482 Cruz, Garrett M	69.46
109240 Regular	2/27/2015	464 Gill, Armann S	37.93
109241 Regular	2/27/2015	466 Morasch, David G	34.19
109242 Regular	2/27/2015	463 Quick, Joseph	25.50
109243 Regular	2/27/2015	495 Tashiro-Townley, Joshua C	33.20
109244 Regular	2/27/2015	500 White, Preston A	37.93
109245 Regular	2/27/2015	116 Beaufreere, Noreen	2,841.79
109246 Regular	2/27/2015	137 Throm, Victoria J	1,945.46
1003454296 Regular	2/27/2015	364 Newell, Nancy J	27.70
1003454297 Regular	2/27/2015	274 Goldfoos, Rhyan	518.48
1003454298 Regular	2/27/2015	505 Gormley, Hannah E	25.58
1003454299 Regular	2/27/2015	399 Jensen, Emily A	214.81
1003454300 Regular	2/27/2015	400 Quintos, Edward Louie D	28.60
1003454301 Regular	2/27/2015	415 Rinck, Tyler P	278.96
1003454302 Regular	2/27/2015	489 Wold, Jared K	174.85
1003454303 Regular	2/27/2015	480 Woods, Dylan J	216.06
1003454304 Regular	2/27/2015	395 Wunschel, Ethan G.	185.08
1003454305 Regular	2/27/2015	499 Goodman, Ryan A	156.99
1003454306 Regular	2/27/2015	461 Miller, Austin	35.23
1003454307 Regular	2/27/2015	471 Shank, Maia M	57.04

Totals for Payroll Checks 96 Items 108,617.41

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
109247	AGENCY	2/27/2015	401SS	ICMA Retirement Trust	17,208.46
109248	AGENCY	2/27/2015	457Ex	Vantagepoint Transfer Agent-	348.63
109249	AGENCY	2/27/2015	CICOV	City of Covington	2,802.53
109250	AGENCY	2/27/2015		Emp City of Covington Employee	100.00
109251	AGENCY	2/27/2015	IC401	ICMA Retirement Trust	15,160.83
109252	AGENCY	2/27/2015	IC457	ICMA Retirement Trust	2,039.85
109253	AGENCY	2/27/2015	ROTH	ICMA Retirement Trust	150.00
109254	AGENCY	2/27/2015	VEBA	HRA VEBA Trust Contributions	1,711.75
1003454308	AGENCY	2/27/2015	JG1	WASH CHILD SUPPORT	110.41

Totals for Third Party Checks 9 Items 39,632.46

Tax Liabilities 19,596.61

Paylocity Fees 437.53

Grand Total \$ 168,284.01

Consent Agenda Item C-3

Covington City Council Meeting

Date: March 10, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR CONSULTING SERVICES RELATING TO CRITICAL AREA REVIEW FOR DEVELOPMENT PROJECTS AND SUPPORT FOR IMPLEMENTATION OF NEW FEDERAL AND STATE CRITICAL AREA REQUIREMENTS.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S)

1. Proposed Professional Services Agreement
2. 2015-2016 Parametrix/City of Covington Work Plan.

PREPARED BY: Salina Lyons, Principal Planner

EXPLANATION:

In January, Community Development staff met with Parametrix, an engineering, environmental sciences, and architectural firm that has provided environmental services to the city since 2006, to discuss the department's 2015 work plan. Based on anticipated costs associated with critical area review of new development projects, and upcoming code and comprehensive plan amendments, staff determined that the city should increase its contract amount with Parametrix from \$16,000 to \$50,000. The proposed professional services agreement is included as Attachment 1.

The department has identified four categories that will require professional support from Parametrix in 2015. Each are discussed in full in the 2015-16 Parametrix / City of Covington Work Plan, included as Attachment 2, and are summarized as follows:

City Code and Comprehensive Plan Updates – Estimated General Fund cost of \$8,900.

The state has mandated updates to wetland rating requirements and buffers (if required) and FEMA has issued a requirement to provide guidance for frequently flooded areas. Parametrix will be assisting staff with an audit of the critical areas ordinance – CMC 18.65 and recommending amendments required to meet state and FEMA requirements. At the same time, Parametrix will also provide staff guidance on how to integrate the Shoreline Master Program (SMP) into the current critical areas regulations for a more cohesive approach.

Parametrix may be used to provide additional peer review of the Comprehensive Plan Update, including the Environmental Element. The city's previous consultant did not have a biologist on staff, and Parametrix would be used to assess the city's updated comprehensive plan to ensure it is consistent with federal and state laws as well as regional policies and procedures.

Development Project Review - Estimated Development Services/Reimbursable Costs of \$8,100

Critical area review associated with development projects include critical area verification and review of critical area reports, inspection of critical area plan installation, and 5 years of reviewing mitigation monitoring reports by the developer. If a project site contains critical areas, the developer is responsible for reimbursing the city for fees associated with the consultants technical review work. Critical area review fees are 100% reimbursable by the developer.

Hawk Property Development – Estimated Reimbursable Costs of \$15,600

In preparation for the Hawk Property development and construction of the 204th Avenue SE Connector Roadway staff has requested Parametrix to provide an estimation of costs associated with peer reviewing technical documents associated with the Jenkins Creek critical area and potential impacts and necessary mitigation as a result of the construction of the 204th Avenue SE Connector Roadway.

The costs and actual time spent by Parametrix to provide support to staff is reimbursable by the developer through review fees collected for the Hawk Property development.

Critical Area Monitoring Program – Estimated cost of \$16,000

The city is evaluating a long term maintenance program for critical areas. Once a development has completed the required 5 years of mitigation and monitoring for critical areas, the critical area tracts become the city’s responsibility. These tracts are intended to remain native and untouched; however, as the vegetation continues to mature, these areas may need a level of maintenance (noxious weed removal) to ensure long term quality and growth. The purpose of a maintenance program is to provide recommendations regarding the level of maintenance for each site. Staff can assess if these areas will be included in the maintenance program and in what calendar year. The assessment will also result in an inventory of city-owned critical areas. A critical area inventory has not been completed for the city since 2006.

Staff does not anticipate finalizing this program in 2015 and is not expected to spend the full \$16,000 for the program. Instead, staff will work with Parametrix to set up program guidelines and recommendations on how to fully fund a long-term critical area monitoring program. Staff will submit a blue sheet for 2016 regarding the implementation of the program.

ALTERNATIVES:

- 1) Direct staff to enter into the Professional Services Agreement with Parametrix for a different amount.

FISCAL IMPACT:

Development services currently has \$16,000 budgeted for Parametrix. The remaining \$34,000 will be paid for through reimbursable costs by development in the amount of \$23,700 and the general fund in the amount of \$8,900. Work to establish a long term critical area maintenance program, as described above, not to exceed \$16,000, will be paid for by development services in 2015.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute a professional services agreement with Parametrix, in substantial form as that attached hereto, for consulting services relating to critical area review and inspection and technical review of code and comprehensive plan amendments.

REVIEWED BY: City Manager
City Attorney
Community Development Director
Finance Director

**CITY OF COVINGTON
PROFESSIONAL SERVICES AGREEMENT**

ATTACHMENT 1

THIS AGREEMENT is entered into by and between the City of Covington, Washington, a Washington municipal corporation (the "City"), and Parametrix, (the "Consultant").

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 of Services.** The Consultant shall perform those services described on Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference (the "Services"), performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the City. 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. The Consultant shall not modify in any way the scope or schedule of the Services without the prior written approval of the City. Time is of the essence in every aspect of performance of the Services.
- 2. Term of Agreement.** This Agreement shall be in full force and effect from January 1, 2015 through and until January 31, 2016, unless sooner terminated under the provisions hereinafter specified.
- 3. Compensation and Method of Payment.** The City shall pay the Consultant for Services rendered on a time and expenses basis based upon the Consultant's rates as indicated on Exhibit B, Rates for Services (the "Rates"), attached hereto and incorporated herein by this reference, and upon receipt of invoice from the Consultant. The total amount to be paid under this Agreement shall not exceed \$50,000. The Consultant shall not amend the Rates in any way without prior written approval from the City. Payment will only be made by the City after the Services have been satisfactorily performed, an invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment by the City shall be made no later than ten (10) days after said approval. 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. 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.
- 4. Independent Contractor.** It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that 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 be solely responsible for its acts and for the acts of its agents, employees, sub-consultants, or representatives during the performance of this Agreement. 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.
- 5. 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, as applicable. 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 any other work product 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 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.

6. Ownership and Use of Documents. Any and all original records, reports, designs, files, documents, drawings, specifications, data, or information, regardless of form or format or if finished or unfinished, and all other materials prepared or produced by the Consultant in connection with the Services under this Agreement (the "Materials") shall be the property of the City whether the project or purpose for which they were created is executed or not. At the termination or expiration of this Agreement, any and all such Materials or information remaining in the possession of the Consultant shall be delivered to the City in their original format, or any other available format as requested by the City, within five (5) business days. 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.

7. Record Keeping and Reporting. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs associated with performance of the Services required under this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement. 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.

8. Indemnification. The Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims for damages, losses, or liability, including attorney's fees, arising out of or resulting from the negligent act, omission, or failure of the Consultant, its officers, agents, and employees, in performing the Services under 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, the Consultant's obligation to indemnify, defend, and hold harmless the City is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents, and employees. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Termination. This Agreement may be terminated by either party without cause at any time upon written notice to the other. Upon termination, all finished or unfinished Materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City pursuant to Section 6 herein. The Consultant shall be entitled to payment for all Services satisfactorily performed and reimbursable expenses incurred to the date of 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 prior written consent of the City.

12. Entire Agreement /Amendments. 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. This Agreement may not be modified or amended except by writing signed by all Parties hereto.

13. 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.

14. 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.

15. Notices. All notices, payments, and other communications hereunder shall be in writing and shall be deemed duly given if emailed, personally delivered, or mailed by first class or certified mail, with postage prepaid, to the relevant address in the signature block below, or to such other person or place as a party shall furnish to the other in writing. Notices and payments shall be deemed given upon receipt of email or personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

16. Governing Law / Venue / Attorneys' Fees. 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. 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.

17. 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.

18. Authority / Counterparts. 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. This Agreement may be executed in one or more counterparts and as executed shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

CITY OF COVINGTON

CONSULTANT

By: _____ Date: _____
Title:
16720 SE 271st Street, Suite100
Covington, WA 98042
Email:

By: _____ Date: _____
Title:
Address 1
Address 2
Email:

ATTEST/AUTHENTICATED:

Sharon Scott, City Clerk

EXHIBIT A
SCOPE OF CONSULTANT SERVICES

The Consultant agrees to perform the services generally described below:

Review and assess wetland studies and reports, stream studies and reports, aquatic and terrestrial habitat studies and reports, and related materials prepared and submitted by development proponents in conjunction with the City's development review process. Services may include, but are not limited to: field verification of described or delineated critical areas; assessment of proposed restoration plans, proposed buffer averaging, compensatory wetland creation, or other mitigation measures or plans proposed by the proponents; development of additional or supplemental mitigation measures; inspection during construction and maintenance period; and review of monitoring reports and documents. Specific services shall be assigned on an individual project basis, by means of written work orders to be issued by the City.



Exhibit B Compensation

Effective March 1, 2015

Costs for services in connection with individual projects shall be established by written authorization for each specific project. Billing shall be on a time and materials basis. Hourly rates for the Consultant's staff are as follows:

		2015 Rate
Jeffrey Meyer	Wetland Specialist / Habitat Assessment	\$179.01
Colin Worsley	Wetland Specialist / Habitat Assessment	\$139.33
Katheryn Seckel	Biologist / Habitat Assessment	\$99.68
Michael Hall	Biologist / Habitat Assessment	\$136.08
Douglas Reynolds	Wetland Specialist / Habitat Assessment	\$106.24
Paul Fendt	Sr. Consultant / Engineer - Surface Water	\$234.39
Jeffrey Coop	Sr. Engineer - Water / Wastewater	\$173.94
Julie Brandt	Sr. Engineer - Surface Water	\$156.81
Phoebe Johannessen	Sr. Engineer - Surface Water	\$164.32
Craig Buitrago	Engineer IV - Surface Water	\$132.18
Jens Swenson	Sr. Planner / Landscape Architect	\$146.77
Shanon Harris	Project Controls Specialist	\$99.48
Victoria Soileau	Sr. Project Accountant	\$100.76
Shari Morgan	Sr. Project Accountant	\$114.92
Allison Baxter	Sr. Project Accountant	\$97.53
Marriah Harse	Project Accountant	\$90.99
Sybil Gooljar	Technical Editor	\$109.46
Jean Johnson	Sr. Contracts Administrator	\$124.44
Ryan Scally	Publications Supervisor	\$105.35
Debra Fetherston	Publications Specialist II	\$92.76
Antoinette Selhaver	Administrative Assistant	\$59.12

Rates may increase by up to 4% in October 2015. If rates do not increase, current rates would continue through December 31, 2015. Rates for additional staff members, if any, shall be agreed upon by the Consultant and the City. Portions of hours worked shall be billed in quarter hour increments.

ATTACHMENT 2

City of Covington / Parametrix – 2015 Work Plan –Final

Cost estimates are for planning purposes. Many of these costs are variable, depending on level of effort needed/requested. Costs for code and comp plan review can be capped at a predetermined LOE for the code updates.

City Code and Comprehensive Plan Updates			
Item #	Description	Estimated Hours	Estimated Cost
1	<u>Critical Areas (CAR) Update (CMC 18.65):</u> Update CMC 18.65 to meet the new DOE wetland rating requirements and any recommendations for updates to buffers (if required) and including a provision on buffer averaging. Also discuss new ecology mitigation debit-credit method with City as a new mitigation option.	20 hours	\$3,200
2	<u>Integrate Shoreline Regulations into the CAR update (CMC 18.65):</u> Earlier in 2014, Parametrix provided the City some review and recommendations on the wording and updates to the CAR as the City attempted to integrate shoreline regulations (in some areas). Parametrix will suggest ways to incorporate those recommendations to the overall CAR update, and peer review the City's revisions and provide any recommendations.	10 hours	\$1,800
3	<u>FEMA-related regulations review and recommendations:</u> The City received a FEMA email with an attachment on Guidance on Frequently Flooded Areas. The City requested Parametrix to do an audit of the City's FEMA-related regulations to see if those also need to be updated. The cost estimate is based on a Parametrix engineer conducting this work.	8 hours	\$1,300
4	<u>Comprehensive Plan:</u> The City may utilize Parametrix for peer review of the Environment section to ensure that the City's goals, policies and strategies are in line with the state's requirements, as well as, needed updates to best available information and address any specific issues within Covington. This task will be limited to review for the one element.	16 hours	\$2,600
General Fund/Non Reimbursable Costs			\$8,900.00
Anticipated Development Projects for Review in 2015			
Item #	Description	Estimated Hours	Estimated Cost
1	<u>Cedar Springs Apartments (continued work):</u> Most design review has been completed. Parametrix expects one site visit to review buffer plant installation.	8 hours	\$1,500
2	<u>Heritage Grove (aka Park Meadow South):</u> The City is working with the developer on a redesign of the plat which contains a portion of Jenkins Creek. The plat was previously approve by King County. The City anticipates the developer will formally submit for engineering in January.	24 hours	\$3,400
3,4	<u>Miscellaneous Projects (2):</u> Parametrix assumes that two other projects will need review during 2015.	20 hours	\$3,200
Development Services/Reimbursable Costs (development)			\$8,100.00

Hawk Property Development			
	<p><u>Hawk Property Annexation & Development Agreement:</u> The City expects to have a 75 acre area annexation next year that will require a critical area study and wetland survey. The City will also be working with their consultant Stalzer and Associates and Berk on a development agreement. The City may request Parametrix peer review any critical area study or wetland reports/survey we receive from the developer, especially as it pertains to mitigation. This task is dependent on the developer's timeline. Actual development review will fall under specific project review per our usual process.</p> <p>60 hours includes:</p> <ul style="list-style-type: none"> • Office meetings/coordination - 12 • Site visits – 12 hours • Review of initial CAR, site plan, impact assessment, mitigation plan and prepare and submit comments on the draft documents – 20 hours • Review of revised or final documents for approval – 16 hours <p>(This project will also need review of TESC plans and likely stormwater plans as related to CA buffers, included in review time above)</p>	60 hours (expected to span 2015 and 2016)	\$10,000
4	<p><u>Hawk Property- Sub Area Plan/204th Road Construction:</u> Depending on the timing of the development agreement, the City could be accepting permits for construction of 204th Ave SE from 272nd Ave SE to 256th in 2015/2016. The City may request Parametrix review any wetland mitigation associated with the construction of the road, which may impact a portion of a wetland associated with Jenkins Creek.</p> <p>40 hours includes:</p> <ul style="list-style-type: none"> • Office meeting/coordination – 6 hours • Site visits – 8 hours • Review of initial CAR, site plan, impact assessment, mitigation plan and prepare and submit comments on the draft documents – 16 hours • Review of revised or final documents for approval – 10 hours <p>(this project will also need review of TESC plans and likely stormwater plans as related to CA buffers, included in review time above)</p>	40 hours	\$5,600
Reimbursable Cost/Consultant Pass Through to Developer			\$15,600.00
CRA Program (Public Works/Community Development)			
Item #	Description	Estimated Hours	Estimated Cost
1	As discussed, the City still wants to implement a mitigation/monitoring/rating program for critical areas. This is something the City will try to accomplish at some level in 2015 based on the previous program suggested by Parametrix.	112	\$16,000
General Fund/Stormwater/City Maintenance			\$16,000.00

Consent Agenda Item C-4

Covington City Council Meeting

Date: March 10, 2015

SUBJECT: AUTHORIZE A TWO-YEAR EXTENSION TO THE CURRENT ANIMAL CONTROL INTERLOCAL AGREEMENT

RCOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Proposed Interlocal agreement

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

At the October 28, 2014 council meeting, the City Council provided direction to the interim city manager to sign a non-binding agreement to extend the current ILA to December 31, 2017. In addition, council authorized staff to move ahead with the Licensing Support program.

The two-year ILA extension is for King County to continue providing; animal control services (officers in the field responding to events), shelter services and pet licensing services. The term of the ILA extension is two-years, covering 2016 and 2017.

The current ILA contains the following contracting milestones:

- March 1, 2015 – Deadline for RASKC/City partner notification of ILA extension (already met)
- July 1, 2015 – Formal deadline for Contracting parties to extend ILA

BACKGROUND

King County has provided regional animal services for a number of years. In June 2010 the County created a partnership with 26 cities within the County called Regional Animal Services of King County (RASKC). In 2012, 25 cities contracted with the County for animal services for a 3 year term, covering 2013 through 2015.

The RASKC program and services are supported directly by program revenues (pet licensing, and fees/fines), as well as the General Funds from King and many of the contracting cities. In 2013, the RASKC program generated revenues supported 49% of the RASKC program expenses, with pet licensing accounting for 44% and fees/fines accounting for 5%. The remaining 51% of operating expenses are supported by contributions from the County's General Fund and payments from contract cities. RASKC pet licensure rate of approximately 21% is on the high end of animal services programs in the County, but is insufficient to fund the overall program. RASKC uses mailings, direct and saturation; creates and implements jurisdictional marketing campaigns, partners with over 450 pet licensing sales and/or information providers, has a presence at dozens of events annually and uses door to door canvassing.

The cost allocation model assigns 80% based on use and 20% based on population to provide correlation between costs and use of the system. Credits are provided for high use cities.

Assistance to other cities comes in the form of license support in order to increase license revenues within each city receiving the assistance. Cities receiving license revenue support are required to provide specific in-kind assistance to help generate license revenues.

FISCAL IMPACT:

Costs are allowed to increase in future years with inflation and system-wide population growth but can be offset by pet-license revenue growth.

Projected Costs:	
2015	\$56,198
2016	\$113,723
2017	\$120,453

The 2016 estimate uses final 2013 usage and 2014 population as a proxy to calculate the 2016 estimate, and the allocable budget amount was also adjusted for estimated inflation. However, no changes to the revenue (non-licensing revenue or pet licensing revenue) were made. When revenue is ultimately adjusted for actuals, it should have a favorable impact. The 2017 estimate is made on the same premise.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute the Agreement to extend Animal Services ILA in substantial form as attached.

REVIEWED BY: City Manager; Finance Director; City Attorney

ATTACHMENT 1

**AGREEMENT TO EXTEND
ANIMAL SERVICES INTERLOCAL AGREEMENT
THROUGH DECEMBER 31, 2017**

This AGREEMENT is made and entered into by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the undersigned Cities ("Contracting Cities").

WHEREAS, the County and each Contracting City entered into an Interlocal Agreement regarding the provision of animal control, sheltering and licensing services for the period of 2013 through 2015 ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement took effect on July 1, 2012 and remains in effect through December 31, 2015, unless otherwise extended through December 31, 2017; and

WHEREAS, the Interlocal Agreement provides for a two-year extension of Term in Subparagraph 4.b.; and

WHEREAS, Subparagraph 4.b, section i, states either Party may propose amendments to the Agreement as a condition of an extension; and

WHEREAS, Subparagraph 4.b, section ii, states that nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms; and

WHEREAS, Subparagraph 4.b, section iii, states that the County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement; and

WHEREAS, the County and Contracting Cities ("the Parties") wish to extend the Interlocal Agreement through December 31, 2017, as contemplated within Section 4 of the Interlocal Agreement;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in the Interlocal Agreement, as extended, the Parties agree as follows:

1. The Interlocal Agreement shall remain in effect through December 31, 2017 under the same terms and conditions and may not be terminated for convenience.
2. In order to maintain the same terms and conditions, dates within Interlocal Agreement shall reflect the extended 2016 and 2017 period, as set forth in Attachment A.
3. The County may sign an agreement with additional cities for provision of animal services prior to the expiration of the extended Interlocal Agreement, but only if the additional city agreement will not increase the Contracting Cities' costs payable to the County under the Interlocal Agreement.

4. The Parties agree that, in light of their decision to now extend the Interlocal Agreement for an additional two year term as provided herein, procedures set forth in Section 4 of the Interlocal Agreement for meeting to discuss the prospect of an extension, for proposing amendments to the Interlocal Agreement during the extended term and for providing notice of intent to extend the Interlocal Agreement are superfluous. The Parties accordingly waive their rights to such procedures.
5. This Agreement to extend the Interlocal Agreement may be executed in counterparts by each Contracting City and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective this ____ day of _____, 2015.

King County

City of Covington

 Dow Constantine
 King County Executive

 Regan Bolli
 City of Covington, City Manager

 Date

 Date

Approved as to Form:

Approved as to Form:

 Deputy Prosecuting Attorney

 Covington City Attorney

 Date

 Date

ATTACHMENT A
RASKC ILA Extension Dates

Section 1(d)	Definition of “Agreement” means this Animal Services Interlocal Agreement for 2013 2015 <u>2016 and 2017</u>
Section 4(e)	Limited Reopener and Termination: “ If a countywide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, 2016 <u>2018</u> ...”
Section 7(c)	ii – “ The City may request licensing revenue support from the County in 2014 and 2015 <u>2016 and 2017</u> ...” - “...provision of licensing revenue support in 2014 and 2015 <u>2016 and 2017</u> ...”
Exhibit A, Part II Shelter Services	“During 2013-2015 <u>2016 and 2017</u> ”
Exhibit C, Part 2	
- Bullet #2	“(fixed at 2013 level, payable annually through 2015 <u>2017</u>)” “(also fixed at a 2013 level, payable annually through 2015 <u>2017</u>)”
- Bullet #3	“In 2014 and 2015 <u>2016 and 2017</u> ...” “.. Licensing Revenue Support Cities with a licensing Revenue Target over \$20,000/year will be assured such services in 2013-2015 <u>2016 and 2017</u> ”
- Bullet #4	“...of total New Regional Revenues, in 2014 and 2015 <u>2016 and 2017</u> ...”
- Bullet #5	“In Service Years 2014 and 2015 <u>2016 and 2017</u> ...”
Exhibit C4 – Transition Funding Credit, Shelter Credit, Estimated new Regional Revenue	
A. Transition Funding Credit	“..these cities will receive credit at the level calculated for 2013 in the 2010 Agreement for Service Years 2013, 2014 and 2015 <u>2016 and 2017</u> , ...”
B. Shelter Credit	“A total of \$750,000 will be applied as a credit in each of the Service Years 2013-2015 <u>2016 and 2017</u> ...”
	Table 3 title “Annual Shelter Credit Allocation – 2013-2015 <u>2016 and 2017</u> ”
Exhibit C5 Licensing Revenue Support (E)	“In 2014 and 2015 <u>2016 and 2017</u> ...” and “...Exhibit F with respect to all 3 <u>2</u> service years (<u>2016 and 2017</u>)”
Exhibit C5 Licensing Revenue Support, Table 2	“For Service Year 2015-2016 <u>2017</u>”
Exhibit C-7	“...Licensing Revenue Support in Service Years 2014 or 2015 <u>2016 or 2017</u> ...”

ATTACHMENT B

King County – Regional Animal Services – Contracting Cities

Beaux Arts	Maple Valley
Bellevue	Mercer Island
Black Diamond	Newcastle
Carnation	North Bend
Clyde Hill	Redmond
Covington	Sammamish
Duvall	SeaTac
Enumclaw	Shoreline
Issaquah	Snoqualmie
Kenmore	Tukwila
Kent	Woodinville
Kirkland	Yarrow Point
Lake Forest Park	

SUBJECT: RECEIVE TESTIMONY FROM THE PUBLIC AND CONSIDER ADDITIONAL SIX-MONTH EXTENSION OF INTERIM ZONING REGULATIONS REGARDING RECREATIONAL MARIJUANA.

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

ATTACHMENT(S):

1. Proposed ordinance extending interim zoning regulations for recreational marijuana production, processing, and retail uses for an additional six months.
2. Interim Zoning Map with 1000 ft. Sensitive Area Buffers

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

On November 12, 2013, the council passed interim zoning regulations for recreational marijuana production, processing, and retail uses for an initial six month period. The council subsequently adopted amended interim regulations on April 22, 2014, and on September 23, 2014, extended those regulations for an additional six months, set to expire on April 8, 2015. This item is being brought back for the council to hold a public hearing, pursuant to Chapter 35A.63.220 of the Revised Code of Washington, to extend the current interim zoning regulations for recreational marijuana for an additional six months.

The Washington State Liquor Control Board (LCB) began issuing licenses for recreational marijuana businesses last summer; however, few have yet to open for business. City staff also anticipates that additional changes to the regulation and taxation of recreational marijuana business activities may be forthcoming during the current state legislative session. Accordingly, the land use and secondary impacts of these uses are still largely unknown and continue to be evaluated by local government. The full extent of these regulations still needs to be addressed by the city. Accordingly, staff recommends for the city to extend the interim zoning regulations for an additional six months. The council may repeal and replace interim zoning regulations with permanent zoning regulations at any time.

A proposed ordinance extending the current interim zoning regulations currently is attached for the council's review and consideration. (Attachment 1) City staff will continue to monitor the ever evolving legal, policy, and land use considerations surrounding recreational marijuana to inform the work plan for the adoption of permanent recreational marijuana regulations.

ALTERNATIVES:

1. Amend the current interim zoning regulations for recreational marijuana production, processing, and retail facilities.

2. Adopt a moratorium on recreational marijuana production, processing, and retail facilities. (Not Recommended)
3. Let the interim zoning regulations expire, leaving no regulation of recreational marijuana production, processing, and retail facilities. (Not Recommended)

FISCAL IMPACT:

Staff time to respond to inquiries and review and permit proposed facilities.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, and councilmember _____ seconds, to adopt an ordinance extending the current interim zoning regulations for recreational marijuana production, processing, and retail uses for an additional six months.

REVIEWED BY: City Manager; City Attorney; Community Development Director

ATTACHMENT 1

ORDINANCE NO. 03-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING ORDINANCE NO. 06-14 TO EXTEND THE INTERIM ZONING REGULATIONS FOR RECREATIONAL MARIJUANA PRODUCTION, PROCESSING, AND RETAIL USES FOR AN ADDITIONAL SIX MONTHS; PROVIDING FOR A PUBLIC HEARING ON THE EXTENSION; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Initiative 502, passed by Washington voters on November 6, 2012, and codified in Chapter 69.50 of the Revised Code of Washington (RCW), modified the State Controlled Substances Act to allow the possession of recreational marijuana for private and personal use and established a system for lawful production, processing, and retailing of recreational marijuana under state law; and

WHEREAS, the Washington State Liquor Control Board (LCB) developed rules and regulations related to the licensing and location of recreational marijuana production, processing, and retailing uses as allowed under the Initiative, has accepted applications, and has begun to issue licenses for recreational marijuana businesses; and

WHEREAS, on January 16, 2014, the Washington State Attorney General issued a formal opinion which concluded that I-502 does not prevent local governments from regulating or banning marijuana businesses; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the city to adopt interim land use regulations and official controls,

WHEREAS, the LCB will not consider local zoning regulations in deciding whether to issue licenses for recreational marijuana producers, processors, and retailers, but those businesses are required to comply with local zoning regulations and controls; and

WHEREAS, the city council believes that health, safety, and welfare of the community is best served by imposing interim zoning regulations, with reasonable limitations, to avoid locating recreational marijuana retail outlets next to incompatible uses while permanent zoning code amendments are considered; and

WHEREAS, on November 12, 2013, the city council adopted Ordinance No. 10-13, which declared an emergency necessitating the immediate adoption of interim zoning regulations for recreational marijuana production, processing, and retail uses for an initial six-month period, which regulations were subsequently amended in April 2014 by Ordinance No. 06-14, and in September 2014 those regulations as amended were extended for an additional six-months by Ordinance No. 12-14; and

WHEREAS, the interim zoning regulations will expire on April 8, 2015, unless the interim regulations are extended; and

WHEREAS, pursuant to WAC 197-11-800(19), the adoption of this ordinance is exempt from environmental review under the State Environmental Policy Act; and

WHEREAS, on March 10, 2015, the city council conducted a public hearing, providing an opportunity for the public to comment on the interim zoning regulations set forth in this ordinance prior to the adoption of an extension and the council has weighed the testimony received; and

WHEREAS, though the LCB has begun issuing licenses for recreational marijuana businesses, the land use and secondary impacts of these uses are still largely unknown and the regulations that the city will need to address them remain uncertain; and

WHEREAS, city staff continue to follow the activities of the LCB and challenges brought concerning the legality of marijuana regulations enacted by other Washington cities; and

WHEREAS, city staff anticipates that additional review related to the licensing, siting, and taxation of recreational marijuana may be forthcoming during the current state legislative session; and

WHEREAS, the actions of the LCB, state legislature, and courts will inform the recommendations of city staff and the planning commission prior to the council's consideration of any permanent zoning regulations being adopted; and

WHEREAS, based on the public testimony received on March 10, 2015, and materials provided by city staff, the council deems it in the public interest to extend the currently adopted interim zoning regulations for recreational marijuana production, processing, and retail uses for an additional six-months to observe and investigate further the land use and secondary impacts of said uses; and

WHEREAS, nothing in this ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law;

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

Section 1. Findings of Fact. In accordance with RCW 35A.63.220 and RCW 36.70A.390, which require the city council to adopt findings of fact justifying the adoption of interim zoning regulations, the "WHEREAS" clauses set forth above are hereby adopted as the city council's findings of fact in support of the interim zoning regulations imposed by this ordinance and are fully incorporated herein by this reference. The city council may adopt additional findings in the event that additional evidence is presented to the city council.

Section 2. Extension of Interim Zoning Ordinance. The amended interim zoning regulations adopted by Ordinance No. 06-14 and extended by Ordinance No. 12-14 shall not lapse and shall be extended for an additional six (6) month period ending on October 8, 2015, and shall automatically expire on that date unless earlier repealed, amended, or extended by the city council.

Section 3. 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 4. Corrections. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect on April 8, 2015.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof this 10th day of March, 2015.

Mayor Margaret Harto

PUBLISHED: March 13, 2015

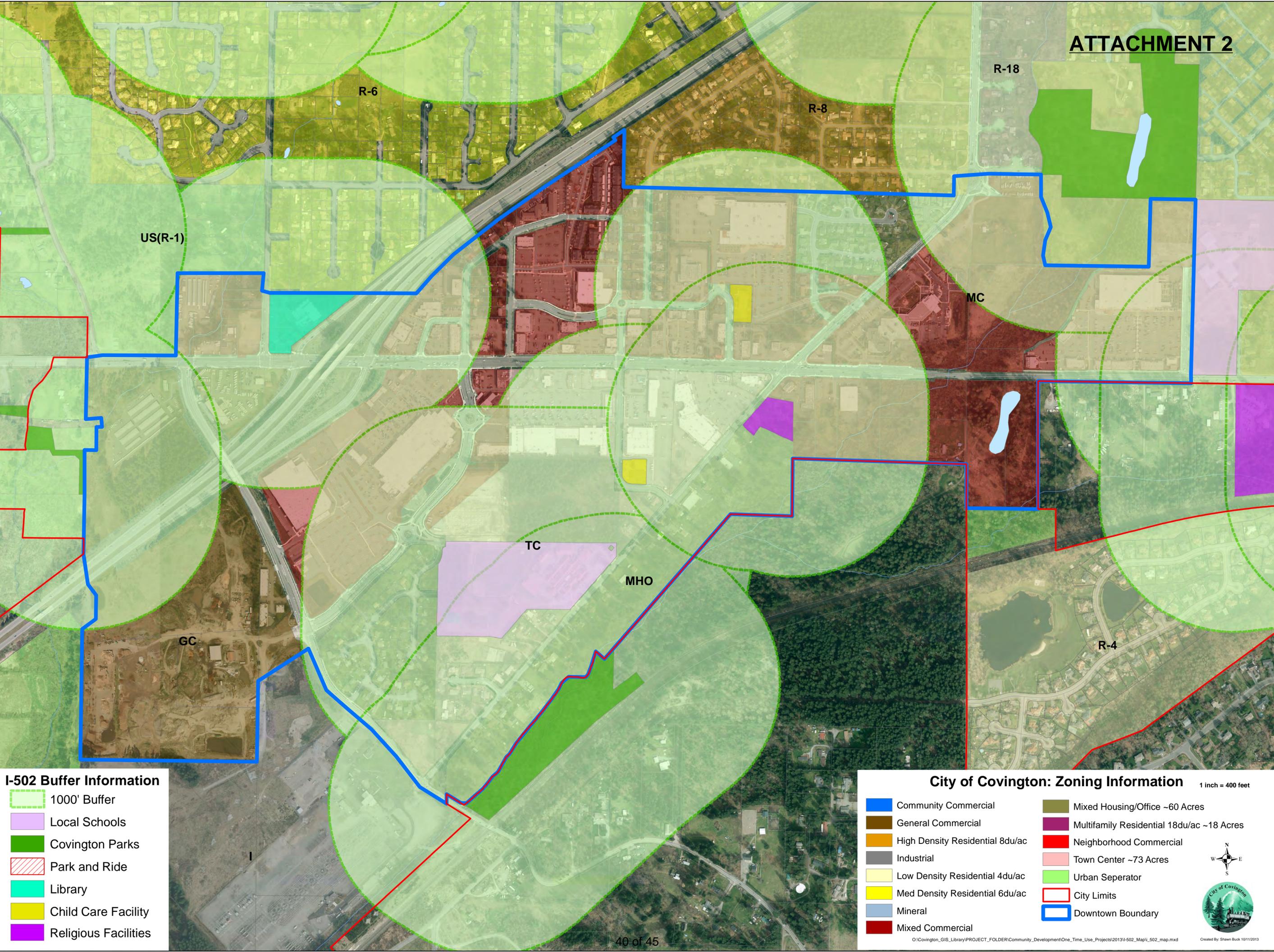
EFFECTIVE: April 8, 2015

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney



I-502 Buffer Information

- 1000' Buffer
- Local Schools
- Covington Parks
- Park and Ride
- Library
- Child Care Facility
- Religious Facilities

City of Covington: Zoning Information 1 inch = 400 feet

<ul style="list-style-type: none"> Community Commercial General Commercial High Density Residential 8du/ac Industrial Low Density Residential 4du/ac Med Density Residential 6du/ac Mineral Mixed Commercial 	<ul style="list-style-type: none"> Mixed Housing/Office ~60 Acres Multifamily Residential 18du/ac ~18 Acres Neighborhood Commercial Town Center ~73 Acres Urban Separator City Limits Downtown Boundary
--	--

Created By: Shawn Buck 10/11/2013

Agenda Item 2

Covington City Council Meeting

Date: March 10, 2015

SUBJECT: APPROVE CITY MANAGER MERIT GOALS FOR 2015.

RECOMMENDED BY: City Council

ATTACHMENT (S):

1. Regan Bolli's Memo to Noreen Beaufriere for the City Council, "City Manager 2015 Merit Goals," dated February 25, 2015

PREPARED BY: Noreen Beaufriere, Personnel Manager

EXPLANATION:

Compensation Program Procedure No. HR-16.1 is a comprehensive procedure documenting the processes the city uses to compensate its employees. It was included in Revision 3 of the city's Employee Handbook that was adopted by the city council on September 11, 2012 per Resolution No. 12-09. One of those processes outlined in the procedure is a Merit Award Program that issues individual employee merit awards in the form of merit floating holiday hours based on the employee's percent of achievement of pre-established annual merit goals.

Attachment 1 is City Manager Regan Bolli's nine (9) 2015 merit goals proposed for the city council's consideration. These proposed goals were based on the priorities expressed by the city council at their January 31, 2015 Council Summit Meeting. The council needs to choose three of those goals to become the city manager's pre-established goals for 2015. The goals do not need to be prioritized or weighted. The percent of achievement of these pre-established goals will be determined during the city manager's 2015 employee evaluation process at the beginning of 2016.

ALTERNATIVES:

1. Alter the proposed 2015 Merit Award Goals for the city manager.
2. Choose different 2015 Merit Award Goals for the city manager.

FISCAL IMPACT:

Fiscal impact will occur at termination only if the city manager has an outstanding allowable balance of merit award hours which, according to city procedure, cannot exceed 64 hours.

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

Councilmember _____ moves and Councilmember _____ seconds, to approve the 2015 Merit Goals for the City Manager.

REVIEWED BY: City Manager, Finance Director



Memo

To: Noreen Beaufrere, Personnel Manager
For: City Council
From: Regan Bolli, City Manager
Date: February 25, 2015
Re: City Manager 2015 Merit Goals

The City Council needs to establish three 2015 city manager merit goals. The following options were drawn from discussions at the 2015 summit as well as current ongoing projects. I have reviewed these merit goals with the management team and have tried to best encapsulate direction given at the summit and management team comments/suggestions. I am happy to develop additional options at your request.

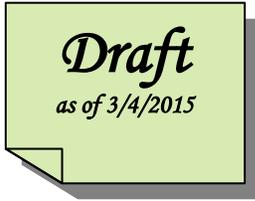
- Lobby the state legislature for state funding for State Route 516 and parks funding.
- Hire at least one additional police officer.
- Plan for Hawk Property development. Research and possibly create Community Facility District. Work with developer on construction of the Covington Connector Street if funded.
- Increase emergency preparedness awareness and public safety education, building on existing partnerships and programs with adjacent local agencies.
- Develop Town Center renderings for marketing material, establish plan to purchase school property, and plan open house events for community and schools.
- Create a Parks and Recreation Priorities Advisory Committee (PrePAC).
- Develop a Biennial Budget implementation plan.
- Develop a communications strategic plan including signs and a tourism brand.
- Evaluate and develop a plan for moving to mandatory solid waste collection.

Please select three that you feel best meet the city's priorities and vision. Thank you for your diligent service and positive vision.

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

7:00 p.m. Tuesday, March 24, 2015 Regular Meeting

(Draft Agenda Attached)



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

**Tuesday, March 24, 2015
7:00 p.m.**

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- WRIA 9: Continuing Watershed-Based Restoration and Salmon Recovery with Covington (Doug Osterman, Watershed coordinator)
- International Student Exchange Day (Kentlake & Kentwood High Schools)

RECEPTION TO WELCOME EXCHANGE STUDENTS AND TEACHERS

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

APPROVE CONSENT AGENDA

- C-1. Minutes: March 10, 2015 Special & Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Adopt Astound Franchise Agreement (Hart/Lyons)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: February 12 and March 12 meetings
- Parks & Recreation Chair Laura Morrissey: March 18 meeting
- Arts Chair Lesli Cohan: March 12 meeting
- Planning Chair Bill Judd: March 5 meeting; March 19 meeting canceled
- Economic Development Council Co-Chair Jeff Wagner: February 26

NEW BUSINESS

1. Consider Appointments to Human Services Commission or Arts Commission (Council)
2. Consider Contract with MacLeod Reckord for Park Design Services (Feser)
3. Consider Approval of PROS Plan Consultant (Feser)
4. Consider Amendment to Contract for Park Maintenance (Vondran)
5. Presentation of 2014 Year End Financials (Hendrickson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

ADJOURN

For disability accommodation contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, dial (800) 833-6384 and ask the operator to dial 253-480-2400