

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



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

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

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

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- King County Cedar Downs Natural Area Update – Lisa Parsons, Middle Green River Coalition, 10 minutes

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

APPROVE CONSENT AGENDA

- C-1. Minutes: February 12, 2013 Study Session Minutes; February 12, 2013 Regular Meeting Minutes; and February 26, 2013 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Accept King County Solid Waste Interlocal Agreement (Akramoff)

NEW BUSINESS

- 1. Discuss Public Works Reorganization Budget Impacts (Akramoff)
- 2. Transportation Benefit District Timeline (Matheson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

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: March 12, 2013

SUBJECT: APPROVAL OF MINUTES: FEBRUARY 12, 2013 STUDY SESSION
MINUTES; FEBRUARY 12, 2013 REGULAR MEETING MINUTES; AND
FEBRUARY 26, 2013 REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Summary

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 12, 2013 Study Session Minutes;
February 12, 2013 Regular Meeting Minutes; and February 26,
2013 Regular Meeting Minutes.**

**City of Covington
City Council Study Session Minutes
Tuesday, February 12, 2013**

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

The Study Session was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, February 12, 2013, at 6:07 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza, David Lucavish (arrived @ 6:10 p.m.), Jim Scott, Wayne Snoey, and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Marlla Mhoon.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Richard Hart, Community Development Director, Don Vondran, Senior City Engineer; Nelson Ogren, Development Review Engineer; Chuck Purnell PE, PMP, Senior Project Manager, Tetra Tech; Kevin Axt, PE, Project Engineer, Tetra Tech; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the study session to order.

APPROVAL OF AGENDA:

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

ITEM(S) FOR DISCUSSION:

1. Update on Public Process for CIP 1127.
2. Council Design Input.

Public Works Director Glenn Akramoff began the staff report on both items and then turned the presentation over to Chuck Purnell, Senior Project Manager with Tetra Tech, the city's consultant firm on this project.

Councilmembers provided comments and asked questions, and Mr. Akramoff and Mr. Purnell provided responses.

Unapproved Draft – February 12, 2013 Study Session Minutes
Submitted for Approval: March 12, 2013

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:50 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, February 12, 2013**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, February 12, 2013, at 7:08 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza, David Lucavish, Jim Scott, Wayne Snoey, and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Marlla Mhoon.

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

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Sara Springer, City Attorney; Scott Thomas, Parks & Recreation Director; 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 as amended to add an executive session regarding pending litigation and postpone the scheduled executive session regarding reviewing the performance of a public employee until the next regular council meeting. Vote: 6-0. Motion carried.

PUBLIC COMMUCATION:

- Former Parks & Recreation Commissioner Bryan Higgins was awarded the 2012 Commissioner of the Year.
- Mike Denbo, member of the Covington Domestic Violence Task Force, gave a report on the activities of the commission and agenda for the coming year.
- Mike and Rhonda Denbo were awarded the 2012 Volunteer of the Year.

Councilmembers recessed for a reception honoring the volunteers of the year and commissioner of the year from 7:26 to 7:41 p.m.

PUBLIC COMMENT:

Mayor Harto called for public comments.

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

APPROVE CONSENT AGENDA:

C-2. Vouchers: Vouchers #28839—28947 and Voided Voucher #28895, in the Amount of \$266,387.00, Dated January 22, 2013; and Paylocity Payroll Checks #1001020160-1001020172 Inclusive, Plus Employee Direct Deposits in the Amount of \$142,410.50, Dated February 1, 2013.

C-3. Accept TIB Grant for Wax Road/240th Overlay.

Council Action: Councilmember Wagner moved and Council Lucavish seconded to approve the Consent Agenda as amended to move “C-1. Minutes” to New Business. Vote: 5-1 (voting yes: Harto, Lanza, Lucavish, Scott, and Snoey; voting no: Wagner). Motion carried.

NEW BUSINESS:

C-1. Minutes: January 22, 2013 City Council Special and Regular Meetings Minutes.

Council Action: Councilmember Snoey moved and Councilmember Wagner seconded to amend the January 22, 2013 draft minutes by striking the name attached to the “nay” vote to extend meeting by 15 minutes. Vote: 6-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Mayor Harto suggested including the Volunteer and Commissioner of the Year in the Covington Days parade. The Council concurred.

PUBLIC COMMENT:

Mayor Harto called for public comments.

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

EXECUTIVE SESSION:

Potential Litigation (RCW 42.30.110(1)(i) from 8:10 to 8:25 p.m.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:25 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, February 26, 2013**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, February 26, 2013, at 7:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza (arrived @ 7:04 p.m.), David Lucavish, Marlla Mhoon, Jim Scott, Wayne Snoey, and Jeff Wagner.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufrere, Personnel Manager; 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; Robert Meyers, Building Official; Gregg Christianson, Plans Examiner/Building Inspector; Pat Patterson, Recreation Manager; 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 Mhoon seconded to approve the Agenda. Vote: 7-0. Motion carried.

PUBLIC COMMUNICATION:

- Council presented Arts Commission Chair Sandy Bisordi with the March 2013 Youth Art Month Proclamation.
- Council presented Colleen McMeen, representing Coalition for a Healthy Community, with the 5210 Program Proclamation.
- City Manager Derek Matheson presented Community Relations Coordinator Karla Slate with the Totem Award from the Public Relations Society of America for “communication with the public during the 2012 winter storm using social media”.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Judy Swanberg, spoke on behalf of the Lions Club regarding Council options for Covington Days. Ms. Swanberg stated that she wanted to clarify some misconceptions, and also wanted to

inform Council that the Lions Club had voted to pass the management of Covington Days to the city.

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

APPROVE CONSENT AGENDA:

- C-1. Minutes: January 26, 2013 Council Summit Summary.
- C-2. Vouchers: Vouchers #28948—29024, in the Amount of \$334,268.65, Dated February 5, 2013; and Paylocity Payroll Checks #1001047792-1001047804 Inclusive, Plus Employee Direct Deposits in the Amount of \$145,969.56, Dated February 15, 2013.
- C-3. Agreement for Services for Joint Human Services and Funding Program.

RESOLUTION NO. 13-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, REPEALING RESOLUTION NO. 09-04 AND ADOPTING A NEW VISION, MISSION, AND GOALS STATEMENT

- C-4. Resolution Adopting a Vision, Mission, and Goals Statement.
- C-5. Accept Consultant Supplement #4 for Aqua Vista Stormwater Project.

Council Action: Councilmember Wagner moved and Councilmember Snoey seconded to approve the Consent Agenda. Vote: 7-0. Motion carried.

REPORTS OF COMMISSIONS:

Human Services Commission – Vice Chair Fran McGregor-Hollums reported on the February 13 meeting and off-site visit.

Arts Commission – Chair Sandy Bisordi reported on the February 14 meeting.

Parks & Recreation Commission – Secretary Conni Elliott reported on the February 20 meeting.

Planning Commission – Chair Daniel Key reported on the February 7 meeting. The February 21 meeting was canceled.

Economic Development Council – Co-Chair Jeff Wagner reported on the January 24 meeting.

CONTINUED BUSINESS:

- 1. Continue Discussion re Solid Waste Contract with Republic Services.

Mayor Pro Tem Wagner recused himself from this item and left the Council Chambers.

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

Councilmembers provided comments and asked questions, and Mr. Akramoff and Epicenter Services Consultant Jeff Brown provided responses.

NEW BUSINESS:

2. Inspections 101.

Community Development Director Richard Hart introduced this item, and Building Official Robert Meyers gave the presentation.

Councilmembers provided comments and asked questions, and Mr. Meyers and Mr. Hart provided responses.

3. Approve City Manager Merit Goals for 2013.

City Manager Derek Matheson advised Council that six goals were provided for consideration from which three needed to be chosen. Mr. Matheson further advised that the provided goals could be altered or Council could choose to provide different goals.

Councilmembers asked questions and Mr. Matheson provided responses.

Council Action: Councilmember Wagner moved and Councilmember Snoey seconded to approve the 2013 Merit Goals for the City Manager as: 1) Help the City Council create a transportation benefit district, help the TBD board place a sales tax measure on the ballot, and provide objective information to the community; 2) Complete the Town Center Economic Impact and Infrastructure Cost Study with results commensurate with funding available; and 3) Complete phase two of the Northern Gateway Area Study (i.e. complete those tasks planned for 2013). Vote: 7-0. Motion carried.

4. Covington Days Options.

Community Relations Coordinator Karla Slate gave the staff report on this item.

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

Council Action: Councilmembers Wagner moved and Councilmember Snoey seconded to direct staff to exercise Option #1—to request the Lions Club to transfer management of the Covington Days Festival to the City. Vote: 7-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

EXECUTIVE SESSION:

Review the Performance of a Public Employee (RCW 42.30.1110(1)(g)) from 9:15 to 10:00 p.m.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:45 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: March 12, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #29025—29088, in the Amount of \$160,744.30, Dated February 19, 2013; and Paylocity Payroll Checks #1001076641-1001076651 Inclusive, Plus Employee Direct Deposits in the Amount of \$143,870.79, Dated March 1, 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 #29025—29088, in the Amount of \$160,744.30, Dated February 19, 2013; and Paylocity Payroll Checks #1001076641-1001076651 Inclusive, Plus Employee Direct Deposits in the Amount of \$143,870.79, Dated March 1, 2013.

February 19, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 29025 Through Check # 29088
And Voided Check #29087

In the Amount of \$160,744.30

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: 2/20/2013 - 12:57 PM



			Check Amount
Check No:	29025	Check Date: 02/19/2013	
Vendor:	0206	AFLAC	
953312		Insurance premiums; January	607.15
953312		Insurance premiums; February	621.58
			1,228.73
Check No:	29026	Check Date: 02/19/2013	
Vendor:	2140	Amicor Construction	
MART-01-13		Reissue: Minor housing repair; #MART-01-13	1,960.23
			1,960.23
Check No:	29027	Check Date: 02/19/2013	
Vendor:	1534	APWA - WA State Chapter	
2013174		Junkin; APWA Spring Conference, registration	200.00
2013174		Junkin; APWA Spring Conference, registration	200.00
2013174		Junkin; APWA Spring Conference, registration	100.00
2013175		Vondran; APWA Spring Conference, registration	255.00
2013175		Vondran; APWA Spring Conference, registration	170.00
			925.00
Check No:	29028	Check Date: 02/19/2013	
Vendor:	0019	AWC Employee Benefits Trust	
100315L032013		Medical Insurance Premiums, March	8,814.59
100315L032013		Medical Insurance Premiums, March	6,371.77
100315L032013		Medical Insurance Premiums, March	2,150.92
100315L032013		Medical Insurance Premiums, March	2,093.71
100315L032013		Medical Insurance Premiums, March	2,143.01
100315L032013		Medical Insurance Premiums, March	6,178.39
100315L032013		Medical Insurance Premiums, March	1,536.90
100315L032013		Medical Insurance Premiums, March	2,159.12
100315L032013		Medical Insurance Premiums, March	721.44
100315L032013		Medical Insurance Premiums, March	838.16
100315L032013		Medical Insurance Premiums, March	5,066.89
100315L032013		Medical Insurance Premiums, March	8,862.81
			46,937.71
Check No:	29029	Check Date: 02/19/2013	
Vendor:	0078	Shellie Bates	
12-30		Bates; 2012 flexible spending	240.00
			240.00
Check No:	29030	Check Date: 02/19/2013	
Vendor:	2620	Burrelles Luce	
13008817		Media clipping services; 1/1-1/31/13	255.00
			255.00
Check No:	29031	Check Date: 02/19/2013	

Vendor:	0026	C&B Awards	
25343		Patterson; desk name plate	7.87
25437		Volunteer/Commissioner award plaques	111.53
			<hr/>
			119.40
Check No:	29032	Check Date: 02/19/2013	
Vendor:	2016	Richard Callahan	
2016-2012		Utility tax rebate; electricity	105.53
2016-2012		Utility tax rebate; solid waste	21.34
2016-2012		Utility tax rebate; cable	54.64
2016-2012		Utility tax rebate; telephone	10.11
			<hr/>
			191.62
Check No:	29033	Check Date: 02/19/2013	
Vendor:	2366	CenturyLink Business Services	
1247515084		Aquatics; internet/loop, January	475.00
			<hr/>
			475.00
Check No:	29034	Check Date: 02/19/2013	
Vendor:	0722	City of Bellevue	
27866		2013 eGov Alliance membership, NW Properties	2,000.00
			<hr/>
			2,000.00
Check No:	29035	Check Date: 02/19/2013	
Vendor:	0366	City of Covington	
0366-2		SWM utility tax; January	358.61
			<hr/>
			358.61
Check No:	29036	Check Date: 02/19/2013	
Vendor:	0953	City of Tukwila	
MB-01204		2013 Human services; Dynamic Partners	10,000.00
			<hr/>
			10,000.00
Check No:	29037	Check Date: 02/19/2013	
Vendor:	0906	Staci Cles	
13-07		Cles; 2013 flexible spending	391.63
			<hr/>
			391.63
Check No:	29038	Check Date: 02/19/2013	
Vendor:	0184	Cordi & Bejarano	
170		Public defender services; 2/1-2/12/13	1,940.00
			<hr/>
			1,940.00
Check No:	29039	Check Date: 02/19/2013	
Vendor:	0706	Covington Retail Associates	
3962		1st floor; building lease, March	25,089.75
3962		1st floor; operating expenses, March	9,435.61
3963		2nd floor; building lease, March	3,200.83
3963		2nd floor; operating expenses, March	1,456.53
			<hr/>
			39,182.72
Check No:	29040	Check Date: 02/19/2013	
Vendor:	2467	Department of Enterprise Services	
73-1-1729		Officer Gagnon; business cards	41.26
			<hr/>
			41.26
Check No:	29041	Check Date: 02/19/2013	

Vendor:	0699	Department of Licensing	
0038844-2013		Vondran; professional engineer license	69.60
0038844-2013		Vondran; professional engineer license	46.40
			<hr/>
			116.00
Check No:	29042	Check Date: 02/19/2013	
Vendor:	1640	Drivers License Guide Company	
628372		2013 ID checking guide	46.59
628372		2013 ID checking guide, use tax	-3.69
			<hr/>
			42.90
Check No:	29043	Check Date: 02/19/2013	
Vendor:	1710	The Falconer Group	
13-002		Council strategic summit; facilitation services, 1	3,060.00
13-002		Council summit; facilitation services, 11/26-12/3	1,260.00
			<hr/>
			4,320.00
Check No:	29044	Check Date: 02/19/2013	
Vendor:	0886	John E. Galt	
2786		Preparation of Annual Report for 2012	21.25
			<hr/>
			21.25
Check No:	29045	Check Date: 02/19/2013	
Vendor:	2078	Girard Resources & Recycling, LLC	
14358		Maint shop; crushed rock	4.83
14358		Maint shop; crushed rock	9.66
14358		Maint shop; crushed rock	9.67
			<hr/>
			24.16
Check No:	29046	Check Date: 02/19/2013	
Vendor:	2045	Goodbye Graffiti Seattle	
17519		Everclean program, February	431.14
			<hr/>
			431.14
Check No:	29047	Check Date: 02/19/2013	
Vendor:	2553	Gordon Thomas Honeywell Governmental	
Jan 13 1023		Governmental Affairs services; January	1,666.67
			<hr/>
			1,666.67
Check No:	29048	Check Date: 02/19/2013	
Vendor:	2616	Greater Maple Valley Community Center	
2616-2		Employee fund; human services donation	500.00
			<hr/>
			500.00
Check No:	29049	Check Date: 02/19/2013	
Vendor:	1770	Richard Hart	
1770-2		Hart; lobbyist meeting, parking	5.25
1770-2		Hart; lobbyist meeting, parking	2.25
			<hr/>
			7.50
Check No:	29050	Check Date: 02/19/2013	
Vendor:	1271	Rob Hendrickson	
1271-2		Hendrickson; various meeting, parking	23.00
			<hr/>
			23.00
Check No:	29051	Check Date: 02/19/2013	
Vendor:	1997	HSBC Business Solutions	

			Check Amount
012280	Throm; office chair		32.57
062326	Hendrickson; desk chair		108.59
158547455211	City hall; paper products, cleaners, batteries, coc		245.28
158547455211	Maint shop; coffee		10.28
158547455211	Maint shop; coffee		10.28
158547455211	Maint shop; coffee		5.14
			<hr/>
			412.14
Check No:	29052	Check Date: 02/19/2013	
Vendor:	0218	IIMC	
24260		Michaud; IIMC annual membership through 3/3:	85.00
			<hr/>
			85.00
Check No:	29053	Check Date: 02/19/2013	
Vendor:	0204	King County Pet Licensing	
0204-2		Pet license remittance; January	155.00
			<hr/>
			155.00
Check No:	29054	Check Date: 02/19/2013	
Vendor:	0273	King County Water & Land	
14058		WRIA watershed planning; 3rd trimester 2012	2,469.32
			<hr/>
			2,469.32
Check No:	29055	Check Date: 02/19/2013	
Vendor:	2142	Irma Knapp	
2142-2012		Utility tax rebate; electricity	42.37
2142-2012		Utility tax rebate; natural gas	61.91
2142-2012		Utility tax rebate; solid waste	21.34
2142-2012		Utility tax rebate; cable	61.63
2142-2012		Utility tax rebate; telephone	12.08
			<hr/>
			199.33
Check No:	29056	Check Date: 02/19/2013	
Vendor:	1131	Lincoln Equipment, Inc.	
SI206120		Aquatics; drive track w/ traction tabs	58.07
			<hr/>
			58.07
Check No:	29057	Check Date: 02/19/2013	
Vendor:	1878	MacLeod Reckord	
6656		CIP 1010; Phs 1 development, 1/1-1/31/13	4,449.98
			<hr/>
			4,449.98
Check No:	29058	Check Date: 02/19/2013	
Vendor:	2367	Magnum Print Solutions	
110501		Toner cartridges	434.18
			<hr/>
			434.18
Check No:	29059	Check Date: 02/19/2013	
Vendor:	2523	Maple Valley Truck & Equipment	
4613		#3252; battery	128.09
			<hr/>
			128.09
Check No:	29060	Check Date: 02/19/2013	
Vendor:	2621	Jaquelyn Martinsons	
2621-2		Instructors fee; Super Sitters	672.00
			<hr/>
			672.00

Check No:	29061	Check Date:	02/19/2013	
Vendor:	1901	Modern Building Systems, Inc.		
0052560		Maint shop; building lease, 3/1-4/1/13		569.06
0052560		Maint shop; building lease, 3/1-4/1/13		284.54
0052560		Maint shop; building lease, 3/1-4/1/13		569.06
				<hr/>
				1,422.66
Check No:	29062	Check Date:	02/19/2013	
Vendor:	1688	Mountain Mist		
054257-2		City Hall; bottled water, January		102.28
054257-2		Maint Shop; bottled water, January		9.19
054257-2		Maint Shop; bottled water, January		4.60
054257-2		Maint Shop; bottled water, January		9.19
054257-2		Aquatics; bottled water, January		37.57
				<hr/>
				162.83
Check No:	29063	Check Date:	02/19/2013	
Vendor:	1487	NAPA Auto Parts		
655881		Maint shop; spreader pack		0.76
655881		Maint shop; spreader pack		1.52
655881		Maint shop; spreader pack		1.51
656392		#2882; tailgate straps		32.56
658172		Return; #2882; tailgate straps		-32.56
658585		#2900; liftgate support		71.65
				<hr/>
				75.44
Check No:	29064	Check Date:	02/19/2013	
Vendor:	1795	Philips Healthcare		
925483455		HeartStart Trainer, Child defibrillator, training ki		1,835.34
				<hr/>
				1,835.34
Check No:	29065	Check Date:	02/19/2013	
Vendor:	2184	PRINT		
2184-2		Print subscription		57.00
				<hr/>
				57.00
Check No:	29066	Check Date:	02/19/2013	
Vendor:	0161	Puget Sound Energy		
0047532379-2		Streets; electricity, 1/1-1/30/13		93.89
1777131457-2		Streets; electricity, 1/1-1/30/13		104.60
4077636381-2		Streets; electricity, 1/4-2/1/13		87.17
4077639500-2		Skate park; electricity, 1/5-2/4/13		13.23
4513241002-2		Crystal view; electricity, 1/1-1/30/13		10.30
4513241002-2		SR 516; electricity, 1/1-1/30/13		184.14
5282721009-2		Aquatics; natural gas, 1/1-1/30/13		3,677.31
5282721009-2		Aquatics; electricity, 1/1-1/30/13		2,176.39
7042890538-2		Streets; electricity, 1/4-2/1/13		72.39
7042894027-2		Streets; electricity, 1/4-2/1/13		10.30
7042894027-2		City tree; electricity, 1/4-2/1/13		10.30
7042894886-2		Streets; electricity, 1/5-2/4/13		67.78
7042895297-2		Streets; electricity, 1/5-2/4/13		10.30
7042897053-2		Streets; electricity, 1/4-2/1/13		7,908.22
70428980771-2		Streets; electricity, 1/4-2/1/13		84.54
7042898374-2		Streets; electricity, 1/5-2/4/13		75.48
7042899661-2		Streets; electricity, 1/4-2/1/13		98.54
7992657390-2		Community park; electricity, 1/1-1/30/13		455.18
8732768927-2		Maint shop; electricity, 1/1-1/30/13		124.46
8732768927-2		Maint shop; electricity, 1/1-1/30/13		62.23

			Check Amount
8732768927-2	Maint shop; electricity, 1/1-1/30/13		124.46
8910394751-2	City hall; electricity, 1/4-2/1/13		3,081.26
			18,532.47
Check No:	29067	Check Date: 02/19/2013	
Vendor:	1197	Rainier Wood Recyclers	
00045412		Brush/stump; disposal fees	42.50
			42.50
Check No:	29068	Check Date: 02/19/2013	
Vendor:	2622	Real Life Church	
29		Council summit; room rental	600.00
			600.00
Check No:	29069	Check Date: 02/19/2013	
Vendor:	0345	Sharon Scott	
0345-2		Scott; reimbursement of council retreat refreshm	62.23
			62.23
Check No:	29070	Check Date: 02/19/2013	
Vendor:	2037	Delores Smith	
2037-2012		Utility tax rebate; electricity	51.28
2037-2012		Utility tax rebate; natural gas	58.95
2037-2012		Utility tax rebate; solid waste	16.40
2037-2012		Utility tax rebate; telephone	23.56
2037-2012		Utility tax rebate; cellular/pager	24.04
			174.23
Check No:	29071	Check Date: 02/19/2013	
Vendor:	0993	Soos Creek Water & Sewer Dist.	
0700-906800-2		Aquatics; sewer, 1/1-1/31/13	1,669.66
0700-926800-2		Aquatics; sewer, 12/1-12/31/12	1,615.79
0700-927900-2		Maint shop; sewer, 1/1-1/31/13	21.53
0700-927900-2		Maint shop; sewer, 1/1-1/31/13	10.76
0700-927900-2		Maint shop; sewer, 1/1-1/31/13	21.53
0700-927900-2		Maint shop; sewer, 12/1-12/31/12	10.42
0700-927900-2		Maint shop; sewer, 12/1-12/31/12	20.83
0700-927900-2		Maint shop; sewer, 12/1-12/31/12	20.83
			3,391.35
Check No:	29072	Check Date: 02/19/2013	
Vendor:	1903	Sound Publishing, Inc.	
521017		Full page ad	801.25
521017		Weekly bulletins; 1/11, 1/18, 1/25	586.69
			1,387.94
Check No:	29073	Check Date: 02/19/2013	
Vendor:	2146	Gretchen Stangle	
2146-2012		Utility tax rebate; electricity	33.57
2146-2012		Utility tax rebate; natural gas	89.89
2146-2012		Utility tax rebate; solid waste	11.97
2146-2012		Utility tax rebate; cable	38.37
			173.80
Check No:	29074	Check Date: 02/19/2013	
Vendor:	2014	Jean Szybnski	
2014-2012		Utility tax rebate; electricity	30.28

2014-2012	Utility tax rebate; natural gas	40.43
2014-2012	Utility tax rebate; solid waste	22.57
2014-2012	Utility tax rebate; telephone	9.45
2014-2012	Utility tax rebate; cable	20.75
		<hr/>
		123.48
Check No:	29075 Check Date: 02/19/2013	
Vendor:	1775 Tacoma Screw Products, Inc.	
15166463	Aquatics; screws	7.62
15166965	Aquatics; screws	1.78
		<hr/>
		9.40
Check No:	29076 Check Date: 02/19/2013	
Vendor:	2618 Taproot Architects, LLC	
02.05.2012	Aquatics design; architectural services, 1/1-2/4/1	4,375.00
02.05.2012	Aquatics design; architectural services, 12/19-12	1,625.00
		<hr/>
		6,000.00
Check No:	29077 Check Date: 02/19/2013	
Vendor:	2619 Tree Resource	
3797	Tree removal services	1,113.15
		<hr/>
		1,113.15
Check No:	29078 Check Date: 02/19/2013	
Vendor:	2103 US Bancorp Equip Finance Inc.	
221808017	Copier lease, 1/30-2/26/13	83.49
221808017	Copier lease, 1/30-2/26/13	125.23
221860992	Copier lease	101.89
		<hr/>
		310.61
Check No:	29079 Check Date: 02/19/2013	
Vendor:	0119 WABO	
25706	Meyers; WABO Educational Institute, registratio	300.00
25707	Christenson; WABO Educational Institute, regist	300.00
		<hr/>
		600.00
Check No:	29080 Check Date: 02/19/2013	
Vendor:	1105 Washington State Patrol	
I13005388	Background checks	40.00
		<hr/>
		40.00
Check No:	29081 Check Date: 02/19/2013	
Vendor:	1408 Washington Workwear Stores Inc.	
8217	Embroidered caps	79.46
962	Gaudette; hoodie, jacket	62.55
962	Gaudette; hoodie, jacket	62.54
962	Gaudette; hoodie, jacket	31.27
974	Dalton; work boots	45.18
974	Dalton; work boots	90.35
974	Dalton; work boots	90.35
974	Safety glasses	4.77
974	Safety glasses	4.77
974	Safety glasses	2.39
		<hr/>
		473.63
Check No:	29082 Check Date: 02/19/2013	
Vendor:	0274 WASPC	

			Check Amount
DUES 2013-00277	Klason; 2013 active dues		180.00
			<hr/> 180.00
Check No:	29083	Check Date: 02/19/2013	
Vendor:	0348	Wescom Communications	
21286		#FH03153; radar calibration/certification	87.60
21286		#FH05375; radar calibration/certification	87.60
21286		#FH05376; radar calibration/certification/tuning	120.45
			<hr/> 295.65
Check No:	29084	Check Date: 02/19/2013	
Vendor:	2623	Westhill Electronics	
1978		#3390; electronic repairs	346.98
1978		#3383; electronic repairs	346.97
			<hr/> 693.95
Check No:	29085	Check Date: 02/19/2013	
Vendor:	0368	WMTA	
52237592		Hendrickson; WMTA 2013 conference, registrati	230.00
			<hr/> 230.00
Check No:	29086	Check Date: 02/19/2013	
Vendor:	0355	WRPA	
12-756		Thomas; WRPA annual conference, registration	269.00
			<hr/> 269.00
Check No:	29088	Check Date: 02/19/2013	
Vendor:	2391	WSDA	
2391-2		Dalton; Pesticide license testing fee	10.00
2391-2		Dalton; Pesticide license testing fee	10.00
2391-2		Dalton; Pesticide license testing fee	5.00
			<hr/> 25.00
			<hr/> <hr/> 160,744.30
Date Totals:			160,744.30
			<hr/> <hr/>
Report Total:			160,744.30
			<hr/> <hr/>

March 1, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 03/01/13 consisting of:

PAYLOCITY CHECK # 1001076641 through PAYLOCITY CHECK # 1001076651 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$143,870.79

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: _____

03/01/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104552	Regular	3/1/2013	Bates, Krista	88.66
104553	Regular	3/1/2013	Kirshenbaum, Kathleen	560.08
104554	Regular	3/1/2013	Lyon, Valerie	1,491.43
104555	Regular	3/1/2013	Matheson, Derek M	4,505.61
104556	Regular	3/1/2013	Mhoon, Darren S	1,350.39
104557	Regular	3/1/2013	Michaud, Joan M	1,859.54
104558	Regular	3/1/2013	Scott, Sharon G	2,465.06
104559	Regular	3/1/2013	Slate, Karla J	2,425.75
104560	Regular	3/1/2013	Hart, Richard	3,529.65
104561	Regular	3/1/2013	Mueller, Ann M	1,280.88
104562	Regular	3/1/2013	Cles, Staci M	1,766.43
104563	Regular	3/1/2013	Hagen, Lindsay K	1,425.43
104564	Regular	3/1/2013	Hendrickson, Robert	3,647.90
104565	Regular	3/1/2013	Parker, Cassandra	2,406.24
104566	Regular	3/1/2013	Allen, Joshua C	901.21
104567	Regular	3/1/2013	Dalton, Jesse J	1,638.94
104568	Regular	3/1/2013	Fealy, William J	1,862.92
104569	Regular	3/1/2013	Gaudette, John J	1,988.04
104570	Regular	3/1/2013	Junkin, Ross D	2,773.93
104571	Regular	3/1/2013	Wesley, Daniel A	2,091.14
104572	Regular	3/1/2013	Bykonen, Brian D	2,964.00
104573	Regular	3/1/2013	Christenson, Gregg R	2,703.01
104574	Regular	3/1/2013	Lyons, Salina K	2,104.44
104575	Regular	3/1/2013	Meyers, Robert L	3,194.82
104576	Regular	3/1/2013	Ogren, Nelson W	2,650.65
104577	Regular	3/1/2013	Thompson, Kelly	2,030.81
104578	Regular	3/1/2013	Morrissey, Mayson	2,683.49
104579	Regular	3/1/2013	Bahl, Rachel A	1,631.35
104580	Regular	3/1/2013	Martinsons, Jaquelyn	151.02
104581	Regular	3/1/2013	Newton, Ethan A	2,135.72
104582	Regular	3/1/2013	Patterson, Clifford	2,418.70
104583	Regular	3/1/2013	Thomas, Scott R	3,422.09
104584	Regular	3/1/2013	Akramoff, Glenn A	3,469.14
104585	Regular	3/1/2013	Bates, Shellie L	1,931.74
104586	Regular	3/1/2013	Buck, Shawn M	1,513.97
104587	Regular	3/1/2013	French, Fred	240.49
104588	Regular	3/1/2013	Parrish, Benjamin A	1,785.70
104589	Regular	3/1/2013	Vondran, Donald M	3,460.53
104590	Regular	3/1/2013	Andrews, Kaitlyn E	157.99
104591	Regular	3/1/2013	Blakely, Coleman P.	38.45
104592	Regular	3/1/2013	Campbell, Noel M	221.82
104593	Regular	3/1/2013	Carter, Megan L	437.08
104594	Regular	3/1/2013	Cox, Melissa	734.54
104595	Regular	3/1/2013	Cranstoun, Alexander M	65.94
104596	Regular	3/1/2013	Felcyn, Adam	275.49
104597	Regular	3/1/2013	Foxworthy, Rebecca	96.29
104598	Regular	3/1/2013	Houghton, Cassandra L	220.26
104599	Regular	3/1/2013	Kim, Tabitha J	27.66
104600	Regular	3/1/2013	Kiselyov, Tatyana	227.91
104601	Regular	3/1/2013	Loeppky, Janna	460.03
104602	Regular	3/1/2013	MacConaghy, Hailey	835.80
104603	Regular	3/1/2013	Mooney, Lynell	284.33
104604	Regular	3/1/2013	Praggastis, Alexander	277.73

104605 Regular	3/1/2013	Tomalik, Stefan A	119.65
104606 Regular	3/1/2013	von Michalofski, Kayla M	162.32
104607 Regular	3/1/2013	Wardrip, Spencer A	516.03
104608 Regular	3/1/2013	Williams, Lauren C	112.39
104609 Regular	3/1/2013	Beaufriere, Noreen	2,733.78
104610 Regular	3/1/2013	Throm, Victoria J	1,922.53
1001076641 Regular	3/1/2013	Newell, Nancy J	27.70
1001076642 Regular	3/1/2013	Bowen, Joshua W	393.50
1001076643 Regular	3/1/2013	Carkeek, Lena	519.11
1001076644 Regular	3/1/2013	Cox, Cory R	49.45
1001076645 Regular	3/1/2013	Johansen, Andrea	346.97
1001076646 Regular	3/1/2013	Miller, Amanda J	77.20
1001076647 Regular	3/1/2013	Panzer, Erika	381.46
1001076648 Regular	3/1/2013	Praggastis, Elena C	100.02
1001076649 Regular	3/1/2013	Vieira, Logan G	121.39
1001076650 Regular	3/1/2013	Wunschel, Ethan G.	21.98
Totals for Payroll Checks	69 Items		92,517.70
Third Party Checks for Account Paylocity Account			

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104611	AGENCY	3/1/2013	ICMA Retirement Trust	14,742.03
104612	AGENCY	3/1/2013	Vantagepoint Transfer Agent-	368.37
104613	AGENCY	3/1/2013	City of Covington	2,868.29
104614	AGENCY	3/1/2013	Paylocity Corporation	125.00
104615	AGENCY	3/1/2013	City of Covington Employee	78.00
104616	AGENCY	3/1/2013	ICMA Retirement Trust	12,800.30
104617	AGENCY	3/1/2013	ICMA Retirement Trust	1,617.79
104618	AGENCY	3/1/2013	ICMA Retirement Trust	192.00
104619	AGENCY	3/1/2013	HRA VEBA Trust Contributions	1,085.00
1001076651	AGENCY	3/1/2013	WASH CHILD SUPPORT	110.41
Totals for Third Party Checks	10 Items			33,987.19

Tax Liabilities	17,194.90
Paylocity Fees	171.00
Grand Total	<u>\$ 143,870.79</u>

Consent Agenda Item C-3

Covington City Council Meeting

Date: March 12, 2013

SUBJECT: CONSIDER ENTERING INTO THE AMENDED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT WITH KING COUNTY.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Solid Waste Interlocal Agreement Summary
2. ILA Term Sheet
3. Interlocal Agreement

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

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

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

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

The first step in the decision making process was to fulfill the King County Solid Waste Division's request in sending this Non-Binding statement from Covington to express interest or not in signing the new ILA. This statement was approved by City Council on January 22nd identifying Option #1 - It is **likely** that my city will sign the Amended and Restated Solid Waste Interlocal Agreement as the preferred alternative. The City Council also received a briefing from King County Solid Waste Division on the subject at that meeting.

In order to develop, in collaboration with MSWAC, financial policies that will affect the next rate study, the county needs each city to act on the ILA by April 30, 2013. Staff recommends City Council to authorize the City Manager to sign the ILA.

ALTERNATIVES:

Not to approve the ILA and the City of Covington would be identified as a non-extending city. Non-extending cities would be in a different customer class than extending cities. Non-extending cities would be charged rates to ensure their portion of transfer station debt is fully repaid by June 2028. As a result, their rates would be \$7 - \$9 per ton higher than for cities extending the ILA.

FISCAL IMPACT:

NONE with approval of ILA.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute the Amended and Restated Solid Waste Interlocal agreement with King County.

REVIEWED BY: City Manager; City Attorney and Finance Director

Solid Waste Interlocal Agreement (ILA) Summary

Overview

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

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

Amended and Restated Solid Waste Interlocal Agreement

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

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

Key Improvements over the current ILA include the following:

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

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

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

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

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

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

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

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

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

ILA Term Sheet

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

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

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

ILA Term Sheet

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

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

ILA Term Sheet

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

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

ILA Term Sheet

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

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

ILA Term Sheet

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

AMENDED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT

This Amended and Restated Solid Waste Interlocal Agreement (“Agreement”) is entered into between King County, a political subdivision of the State of Washington and the City of Covington, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and the City are referred to as the “Parties.” This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: Ordinance No. _____

City: Covington

PREAMBLE

- A. This Agreement is entered into pursuant to chapter 39.34 RCW for the purpose of extending, restating and amending the Solid Waste Interlocal Agreement between the Parties originally entered into in July 1997 (the “Original Agreement”). The Original Agreement provided for the cooperative management of Solid Waste in King County for a term of forty (40) years, through June 30, 2028. The Original Agreement is superseded by this Amended and Restated Agreement, as of the effective date of this Agreement. This Amended and Restated Agreement is effective for an additional twelve (12) years through December 31, 2040.
- B. The Parties intend to continue to cooperatively manage Solid Waste and to work collaboratively to maintain and periodically update the existing King County

Comprehensive Solid Waste Management Plan (Comprehensive Plan) adopted pursuant to chapter 70.95 RCW.

- C. The Parties continue to support the established goals of Waste Prevention and Recycling as incorporated in the Comprehensive Solid Waste Management Plan, and to meet or surpass applicable environmental standards with regard to the Solid Waste System.
- D. The County and the Cities agree that System-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates;
- E. The County, as the service provider, is in the best position to steward funds System revenues that the County and the Cities intend to be available to pay for environmental liabilities; and
- F. The County and the Cities recognize that at the time this Agreement goes into effect, it is impossible to know what the ultimate environmental liabilities could be; nevertheless, the County and the Cities wish to designate in this Agreement a protocol for the designation and distribution of funding for potential future environmental liabilities in order to protect the general funds of the County and the Cities.
- G. The County began renting the Cedar Hills Landfill from the State of Washington in 1960 and began using it for Disposal of Solid Waste in 1964. The County acquired ownership of the Cedar Hills Landfill from the State in 1992. The Cedar Hills Landfill remains an asset owned by the County.
- H. The Parties expect that the Cedar Hills Landfill will be at capacity and closed at some date during the term of this Agreement, after which time all Solid Waste under this Agreement will need to be disposed of through alternate means, as determined by the

Cities and the County through amendments to the Comprehensive Solid Waste Management Plan. The County currently estimates the useful life of the Cedar Hills Landfill will extend through 2025. It is possible that this useful life could be extended, or shortened, by System management decisions or factors beyond the control of the Parties.

- I. The County intends to charge rent for the use of the Cedar Hills Landfill for so long as the System uses this general fund asset and the Parties seek to clarify terms relative to the calculation of the associated rent.
- J. The County and Cities participating in the System have worked collaboratively for several years to develop a plan for the replacement or upgrading of a series of transfer stations. The Parties acknowledge that these transfer station improvements, as they may be modified from time-to-time, will benefit Cities that are part of the System and the County. The Parties have determined that the extension of the term of the Original Agreement by twelve (12) years as accomplished by this Agreement is appropriate in order to facilitate the long-term financing of transfer station improvements and to mitigate rate impacts of such financing.
- K. The Parties have further determined that in order to equitably allocate the benefit to all System Users from the transfer station improvements, different customer classes may be established by the County to ensure System Users do not pay a disproportionate share of the cost of these improvements as a result of a decision by a city not to extend the term of the Original Agreement.
- L. The Parties have further determined it is appropriate to strengthen and formalize the advisory role of the Cities regarding System operations.

The Parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

“Cedar Hills Landfill” means the landfill owned and operated by the County located in southeast King County.

“Cities” refers to all Cities that have signed an Amended and Restated Solid Waste Interlocal Agreement in substantially identical form to this Agreement.

"Comprehensive Solid Waste Management Plan" or “Comprehensive Plan” means the Comprehensive Solid Waste Management Plan, as approved and amended from time to time, for the System, as required by chapter 70.95.080 RCW.

“County” means King County, a Charter County and political subdivision of the State of Washington.

"Disposal" means the final treatment, utilization, processing, deposition, or incineration of Solid Waste but shall not include Waste Prevention or Recycling as defined herein.

“Disposal Rates” means the fee charged by the County to System Users to cover all costs of the System consistent with this Agreement, all state, federal and local laws governing solid waste and the Solid Waste Comprehensive Plan.

"Divert" means to direct or permit the directing of Solid Waste to Disposal sites other than the Disposal site(s) designated by King County.

"Energy/Resource Recovery" means the recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat of combustion of Solid Waste that involves high temperature (above 1,200 degrees F) processing. (chapter 173.350.100 WAC).

"Landfill" means a Disposal facility or part of a facility at which Solid Waste is placed in or on land and which is not a land treatment facility.

“Metropolitan Solid Waste Advisory Committee” or “MSWAC” means the advisory committee composed of city representatives, established pursuant to Section IX of this Agreement.

"Moderate Risk Waste" means waste that is limited to conditionally exempt small quantity generator waste and household hazardous waste as those terms are defined in chapter 173-350 WAC, as amended.

“Original Agreement” means the Solid Waste Interlocal Agreement first entered into by and between the Parties, which is amended and restated by this Agreement. “Original Agreements” means collectively all such agreements between Cities and the County in substantially the same form as the Original Agreement.

“Parties” means collectively the County and the City or Cities.

"Recycling" as defined in chapter 70.95.030 RCW, as amended, means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill Disposal or incineration.

“Regional Policy Committee” means the Regional Policy Committee created pursuant to approval of the County voters in 1993, the composition and responsibilities of which are prescribed in King County Charter Section 270 and chapter 1.24 King County Code, as they now exist or hereafter may be amended.

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes including but not limited to garbage, rubbish, ashes, industrial wastes, swill, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged materials, discarded commodities and recyclable materials, but shall not include dangerous, hazardous, or extremely hazardous waste as those terms are defined in chapter 173-303 WAC, as amended; and shall further not include those

wastes excluded from the regulations established in chapter 173-350 WAC, more specifically identified in Section 173-350-020 WAC.

"Solid Waste Advisory Committee" or "SWAC" means the inter-disciplinary advisory forum or its successor created by the King County Code pursuant to chapter 70.95.165 RCW.

"System" includes King County's Solid Waste facilities used to manage Solid Wastes which includes but is not limited to transfer stations, drop boxes, landfills, recycling systems and facilities, energy and resource recovery facilities and processing facilities as authorized by chapter 36.58.040 RCW and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.

"System User" or "System Users" means Cities and any person utilizing the County's System for Solid Waste handling, Recycling or Disposal.

"Waste Prevention" means reducing the amount or type of waste generated. Waste Prevention shall not include reduction of already-generated waste through energy recovery, incineration, or otherwise.

II. PURPOSE

The purpose of this Agreement is to foster transparency and cooperation between the Parties and to establish the respective responsibilities of the Parties in a Solid Waste management System, including but not limited to, planning, Waste Prevention, Recycling, and Disposal. .

III. DURATION

This Agreement shall become effective as of _____ and shall remain in effect through December 31, 2040.

IV. APPROVAL

This Agreement will be approved and filed in accordance with chapter 39.34 RCW.

V. RENEGOTIATION TO FURTHER EXTEND TERM OF AGREEMENT

5.1 The Parties recognize that System Users benefit from long-term Disposal arrangements, both in terms of predictability of System costs and operations, and the likelihood that more cost competitive rates can be achieved with longer-term Disposal contracts as compared to shorter-term contracts. To that end, at least seven (7) years before the date that the County projects that the Cedar Hills Landfill will close, or prior to the end of this Agreement, whichever is sooner, the County will engage with MSWAC and the Solid Waste Advisory Committee, among others, to seek their advice and input on the Disposal alternatives to be used after closure of the Cedar Hills Landfill, associated changes to the System, estimated costs associated with the recommended Disposal alternatives, and amendments to the Comprehensive Solid Waste Management Plan necessary to support these changes. Concurrently, the Parties will meet to negotiate an extension of the term of the Agreement for the purpose of facilitating the long-term Disposal of Solid Waste after closure of the Cedar Hills Landfill. Nothing in this Agreement shall require the Parties to reach agreement on an extension of the term of this Agreement. If the Parties fail to reach agreement on an extension, the Dispute Resolution provisions of Section XIII do not apply, and this Agreement shall remain unchanged.

5.2 Notwithstanding any other provision in this Agreement to the contrary, the Parties may, pursuant to mutual written agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

VI. GENERAL OBLIGATIONS OF PARTIES

6.1 King County

6.1.a Management. The County agrees to provide Solid Waste management services, as specified in this Section, for Solid Waste generated and collected within the City, except waste eliminated through Waste Prevention or waste recycling activities. The County agrees to dispose of or designate Disposal sites for all Solid Waste and Moderate Risk Waste generated and/or collected within the corporate limits of the City which is delivered to the System in accordance with all applicable Federal, State and local environmental health laws, rules, or regulations, as those laws are described in Subsection 8.5.a. The County shall maintain records as necessary to fulfill obligations under this Agreement.

6.1.b Planning. The County shall serve as the planning authority for Solid Waste and Moderate Risk Waste under this Agreement but shall not be responsible for planning for any other waste or have any other planning responsibility under this Agreement.

6.1.c Operation. King County shall be or shall designate or authorize the operating authority for transfer, processing and Disposal facilities, including public landfills and other facilities, consistent with the adopted Comprehensive Plan as well as closure and post-closure responsibilities for landfills which are or were operated by the County.

6.1.d Collection Service. The County shall not provide Solid Waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both Parties.

6.1.e Support and Assistance. The County shall provide support and technical assistance to the City consistent with the Comprehensive Solid Waste Management Plan for a Waste Prevention and Recycling program. Such support may include the award of grants to support programs with System benefits. The County shall develop educational materials related to Waste Prevention and Recycling and strategies for maximizing the usefulness of the educational materials and will make these available to the City for its use. Although the County will not be required to provide a particular level of support or fund any City activities related to Waste Prevention and Recycling, the County intends to move forward aggressively to promote Waste Prevention and Recycling.

6.1.f Forecast. The County shall develop Solid Waste stream forecasts in connection with System operations as part of the comprehensive planning process in accordance with Article XI.

6.1.g Facilities and Services. The County shall provide facilities and services pursuant to the Comprehensive Solid Waste Management Plan and the Solid Waste Transfer and Waste Management plan as adopted and County Solid Waste stream forecasts.

6.1.h Financial Policies. The County will maintain financial policies to guide the System's operations and investments. The policies shall be consistent with this Agreement and shall address debt issuance, rate stabilization, cost containment, reserves, asset ownership and use, and other financial issues. The County shall primarily use long term bonds to finance transfer System improvements. The policies shall be developed and/or revised through

discussion with MSWAC, the Regional Policy Committee, the County Executive and the County Council. Such policies shall be codified at the same time as the Comprehensive Plan updates, but may be adopted from time to time as appropriate outside the Comprehensive Plan process.

6.2 City

6.2.a Collection. The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for Solid Waste collection services provided within the City's corporate limits.

6.2.b Disposal. The City shall cause to be delivered to the County's System for Disposal all such Solid Waste and Moderate Risk Waste which is authorized to be delivered to the System in accordance with all applicable Federal, State and local environmental health laws, rules or regulations and is generated and/or collected within the corporate limits of the City and shall authorize the County to designate Disposal sites for the Disposal of all such Solid Waste and Moderate Risk Waste generated or collected within the corporate limits of the City, except for Solid Waste which is eliminated through Waste Prevention or waste Recycling activities consistent with the Comprehensive Solid Waste Management Plan. No Solid Waste generated or collected within the City may be Diverted from the designated Disposal sites without County approval.

6.3 JOINT RESPONSIBILITIES.

6.3.a Consistent with the Parties' overall commitment to ongoing communication and coordination, the Parties will endeavor to notify and coordinate with each other on the development of any City or County plan, facility, contract, dispute, or other Solid Waste issue that could have potential significant impacts on the County, the System, or the City or Cities.

6.3.b The Parties, together with other Cities, will coordinate on the development of emergency plans related to Solid Waste, including but not limited to debris management.

VII. COUNTY SHALL SET DISPOSAL RATES

AND OPERATING RULES FOR DISPOSAL; USE OF SYSTEM REVENUES

7.1 In establishing Disposal Rates for System Users, the County shall consult with MSWAC consistent with Section IX. The County may adopt and amend by ordinance rates necessary to recover all costs of the System including but not limited to operations and maintenance, costs for handling, processing and Disposal of Solid Waste, siting, design and construction of facility upgrades or new facilities, Recycling, education and mitigation, planning, Waste Prevention, reserve funds, financing, defense and payment of claims, insurance, System liabilities including environmental releases, monitoring and closure of landfills which are or were operated by the County, property acquisition, grants to cities, and administrative functions necessary to support the System and Solid Waste handling services during emergencies as established by local, state and federal agencies or for any other lawful solid waste purpose, and in accordance with chapter 43.09.210 RCW. Revenues from Disposal rates shall be used only for such purposes. The County shall establish classes of customers for Solid Waste management services and by ordinance shall establish rates for classes of customers.

7.2. It is understood and agreed that System costs include payments to the County general fund for Disposal of Solid Waste at the Cedar Hills Landfill calculated in accordance with this Section 7.2, and that such rental payments shall be established based on use valuations provided to the County by an independent-third party Member, Appraisal Institute (MAI) certified appraiser selected by the County in consultation with MSWAC.

7.2.a A use valuation shall be prepared consistent with MAI accepted principles for the purpose of quantifying the value to the System of the use of Cedar Hills Landfill for Disposal of Solid Waste over a specified period of time (the valuation period). The County shall establish a schedule of annual use charges for the System's use of the Cedar Hills Landfill which shall not exceed the most recent use valuation. Prior to establishing the schedule of annual use charges, the County shall seek review and comment as to both the use valuation and the proposed payment schedule from MSWAC. Upon request, the County will share with and explain to MSWAC the information the appraiser requests for purposes of developing the appraiser's recommendation.

7.2.b Use valuations and the underlying schedule of use charges shall be updated if there are significant changes in Cedar Hills Landfill capacity as a result of opening new Disposal areas and as determined by revisions to the existing Cedar Hills Regional Landfill Site Development Plan; in that event, an updated appraisal will be performed in compliance with MAI accepted principles. Otherwise, a reappraisal will not occur. Assuming a revision in the schedule of use charges occurs based on a revised appraisal, the resulting use charges shall be applied beginning in the subsequent rate period.

7.2.c The County general fund shall not charge use fees or receive other consideration from the System for the System's use of any transfer station property in use as of the effective date of this Agreement. The County further agrees that the County general fund may not receive payments from the System for use of assets to the extent those assets are acquired with System revenues. As required by chapter 43.09.210 RCW, the System's use of assets acquired with the use of other separate County funds (e.g., the Roads Fund, or other funds)

will be subject to use charges; similarly, the System will charge other County funds for use of System property.

VIII. LIABILITY

8.1 Non-Environmental Liability Arising Out-of-County Operations. Except as provided in this Section, Sections 8.5 and 8.6, the County shall indemnify and hold harmless the City and shall have the right and duty to defend the City through the County's attorneys against any and all claims arising out of the County's operations during the term of this Agreement and settle such claims, provided that all fees, costs, and expenses incurred by the County thereby are System costs which may be satisfied from Disposal Rates as provided in Section VII herein. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. For purposes of this Section "claims arising out of the County's operations" shall mean claims arising out of the ownership, control, or maintenance of the System, but shall not include claims arising out of the City's operation of motor vehicles in connection with the System or other activities under the control of the City which may be incidental to the County's operation. The provisions of this Section shall not apply to claims arising out of the sole negligence or intentional acts of the City. The provisions of this Section shall survive for claims brought within three (3) years past the term of this Agreement established under Section III.

8.2 Cooperation. In the event the County acts to defend the City against a claim under Section 8.1, the City shall cooperate with the County.

8.3 Officers, Agents, and Employees. For purposes of this Section VIII, references to City or County shall be deemed to include the officers, employees and agents of either Party,

acting within the scope of their authority. Transporters or generators of waste who are not officers or employees of the City or County are not included as agents of the City or County for purposes of this Section.

8.4 Each Party by mutual negotiation hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

8.5 Unacceptable Waste

8.5.a All waste generated or collected from within the corporate limits of the City which is delivered to the System for Disposal shall be in compliance with the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) (RCRA), chapters 70.95 and 70.105 RCW, King County Code Title 10, King County Board of Health Rules and Regulations, the Solid Waste Division operating rules, and all other Federal, State and local environmental health laws, rules or regulations that impose restrictions or requirements on the type of waste that may be delivered to the System, as they now exist or are hereafter adopted or amended.

8.5.b For purposes of this Agreement, the City shall be deemed to have complied with the requirements of Subsection 8.5.a if it has adopted an ordinance requiring waste delivered to the System for Disposal to meet the laws, rules, or regulations specified in Subsection 8.5.a. However, nothing in this Agreement is intended to relieve the City from any obligation or liability it may have under the laws mentioned in Subsection 8.5.a arising out of the City's actions other than adopting, enforcing, or requiring compliance with said ordinance, such as liability, if any exists, of the City as a transporter or generator for improper transport or Disposal of regulated dangerous waste. Any environmental liability the City may have for

releases of pollutants or hazardous or dangerous substances or wastes to the environment is dealt with under Sections 8.6 and 8.7.

8.5.c The City shall hold harmless, indemnify and defend the County for any property damages or personal injury caused solely by the City's failure to adopt an ordinance under Subsection 8.5.b. In the event the City acts to defend the County under this Subsection, the County shall cooperate with the City.

8.5.d The City shall make best efforts to include language in its contracts, franchise agreements, or licenses for the collection of Solid Waste within the City that allow for enforcement by the City against the collection contractor, franchisee or licensee for violations of the laws, rules, or regulations in Subsection 8.5.a. The requirements of this Subsection 8.5.d shall apply to the City's first collection contract, franchise, or license that becomes effective or is amended after the effective date of this Agreement.

8.5.d.i If waste is delivered to the System in violation of the laws, rules, or regulations in Subsection 8.5.a, before requiring the City to take any action under Subsection 8.5.d.ii, the County will make reasonable efforts to determine the parties' responsible for the violation and will work with those parties to correct the violation, consistent with applicable waste clearance and acceptance rules, permit obligations, and any other legal requirements.

8.5.d.ii If the violation is not corrected under Subsection 8.5.d.i and waste is determined by the County to have been generated or collected from within the corporate limits of the City, the County shall provide the City with written notice of the violation. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of the County which may include but not be

limited to removing the waste and disposing of it in an approved facility; provided that nothing in this Subsection 8.5.d.ii shall obligate the City to handle regulated dangerous waste, as defined in WAC 173-351-200(1)(b)(i), and nothing in this Subsection shall relieve the City of any obligation it may have apart from this Agreement to handle regulated dangerous waste. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the Parties using the Dispute Resolution process in Section XII or, if immediate action is required to avoid an imminent threat to public health, safety or the environment, in King County Superior Court. Each Party shall be responsible for its own attorneys' fees and costs. Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this Agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds a City violation of the requirements to comply with applicable laws set forth in Subsection 8.5.a.

8.6 Environmental Liability.

8.6.a Neither the County nor the City holds harmless or indemnifies the other with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or pursuant to chapter 70.105D RCW (MTCA) or as hereafter amended and any state legislation imposing liability for System-related cleanup of contaminated property from the release of pollutants or hazardous or dangerous substances and/or damages resulting from property contaminated from the release of pollutants or hazardous or dangerous substances (“Environmental Liabilities”).

8.6.b Nothing in this Agreement is intended to create new Environmental Liability nor release any third-party from Environmental Liability. Rather, the intent is to protect the general funds of the Parties to this Agreement by ensuring that, consistent with best business practices, an adequate portion of Disposal Rates being collected from the System Users are set aside and accessible in a fair and equitable manner to pay the respective County and City's Environmental Liabilities.

8.6.c The purpose of this Subsection is to establish a protocol for the setting aside, and subsequent distribution of, Disposal Rates intended to pay for Environmental Liabilities of the Parties, if and when such liabilities should arise, in order to safeguard the Parties' general funds. To do so, the County shall:

8.6.c.i Use Disposal Rates to obtain and maintain, to the extent commercially available under reasonable terms, insurance coverage for System-related Environmental Liability that names the City as an Additional Insured. The County shall establish the adequacy, amount and availability of such insurance in consultation with MSWAC. Any insurance policy in effect on the termination date of this Agreement with a term that extends past the termination date shall be maintained until the end of the policy term.

8.6.c.ii Use Disposal Rates to establish and maintain a reserve fund to help pay the Parties' Environmental Liabilities not already covered by System rates or insurance maintained under Subsection 8.6.c.i above ("Environmental Reserve Fund"). The County shall establish the adequacy of the Environmental Reserve Fund in consultation with MSWAC and consistent with the financial policies described in Article VI. The County shall retain the Environmental Reserve Fund for a minimum of 30 years following the closure of the Cedar Hills Landfill (the "Retention Period"). During the Retention Period, the Environmental Reserve Fund

shall be used solely for the purposes for which it was established under this Agreement. Unless otherwise required by law, at the end of the Retention Period, the County and Cities shall agree as to the disbursement of any amounts remaining in the Environmental Reserve Fund. If unable to agree, the County and City agree to submit disbursement to mediation and if unsuccessful to binding arbitration in a manner similar to Section 39.34.180 RCW to the extent permitted by law.

8.6.c.iii Pursue state or federal grant funds, such as grants from the Local Model Toxics Control Account under chapter 70.105D.070(3) RCW and chapter 173-322 WAC, or other state or federal funds as may be available and appropriate to pay for or remediate such Environmental Liabilities.

8.6.d If the funds available under Subsections 8.6.c.i-iii are not adequate to completely satisfy the Environmental Liabilities of the Parties to this Agreement then to the extent feasible and permitted by law, the County will establish a financial plan including a rate schedule to help pay for the County and City's remaining Environmental Liabilities in consultation with MSWAC.

8.6.e The County and the City shall act reasonably and quickly to utilize funds collected or set aside through the means specified in Subsections 8.6.c.i-iii and 8.6.d to conduct or finance response or clean-up activities in order to limit the County and City's exposure, or in order to comply with a consent decree, administrative or other legal order. The County shall notify the City within 30 days of any use of the reserve fund established in 8.6.c.iii.

8.6.f In any federal or state regulatory proceeding, and in any action for contribution, money expended by the County from the funds established in Subsections 8.6.c.i-iii and 8.6.d. to pay the costs of remedial investigation, cleanup, response or other action required

pursuant to a state or federal laws or regulations shall be considered by the Parties to have been expended on behalf and for the benefit of the County and the Cities.

8.6.g In the event that the funds established as specified in Subsections 8.6.c.i-iii and 8.6.d are insufficient to cover the entirety of the County and Cities' collective Environmental Liabilities, the funds described therein shall be equitably allocated between the County and Cities to satisfy their Environmental Liabilities. Factors to be considered in determining "equitably allocated" may include the size of each Party's System User base and the amount of rates paid by that System User base into the funds, and the amount of the Solid Waste generated by the Parties' respective System Users. Neither the County nor the Cities shall receive a benefit exceeding their Environmental Liabilities.

8.7 The County shall not charge or seek to recover from the City any costs or expenses for which the County indemnified the State of Washington in Exhibit A to the Quitclaim Deed from the State to the County for the Cedar Hills Landfill, dated February 24, 1993, to the extent such costs are not included in System costs.

IX. CITY ADVISORY COMMITTEE

9.1 There is hereby created an advisory committee comprised of representatives from cities, which shall be known as the Metropolitan Solid Waste Advisory Committee ("MSWAC"). The City may designate a representative and alternate(s) to serve on MSWAC. MSWAC shall elect a chair and vice-chair and shall adopt bylaws to guide its deliberations. The members of MSWAC shall serve at the pleasure of their appointing bodies and shall receive no compensation from the County.

9.2 MSWAC is the forum through which the Parties together with other cities participating in the System intend to discuss and seek to resolve System issues and concerns.

MSWAC shall assume the following advisory responsibilities:

9.2.a Advise the King County Council, the King County Executive, Solid Waste Advisory Committee, and other jurisdictions as appropriate, on all policy aspects of Solid Waste management and planning;

9.2.b Consult with and advise the County on technical issues related to Solid Waste management and planning;

9.2.c Assist in the development of alternatives and recommendations for the Comprehensive Solid Waste Management Plan and other plans governing the future of the System, and facilitate a review and/or approval of the Comprehensive Solid Waste Management Plan by each jurisdiction;

9.2.d Assist in the development of proposed interlocal Agreements between King County and cities for planning, Waste Prevention and Recycling, and waste stream control;

9.2.e Review and comment on Disposal Rate proposals and County financial policies;

9.2.f Review and comment on status reports on Waste Prevention, Recycling, energy/resources recovery, and System operations with inter-jurisdictional impact;

9.2.g Promote information exchange and interaction between waste generators, cities, recyclers, and the County with respect to its planned and operated Disposal Systems;

9.2.h Provide coordination opportunities among the Solid Waste Advisory Committee, the Regional Policy Committee, the County, cities, private waste haulers, and recyclers;

- 9.2.i Assist cities in recognizing municipal Solid Waste responsibilities, including collection and Recycling, and effectively carrying out those responsibilities; and
- 9.2.j Provide input on such disputes as MSWAC deems appropriate.
- 9.3 The County shall assume the following responsibilities with respect to MSWAC;
 - 9.3.a The County shall provide staff support to MSWAC;
 - 9.3.b In consultation with the chair of MSWAC, the County shall notify all cities and their designated MSWAC representatives and alternates of the MSWAC meeting times, locations and meeting agendas. Notification by electronic mail or regular mail shall meet the requirements of this Subsection;
 - 9.3.c The County will consider and respond on a timely basis to questions and issues posed by MSWAC regarding the System, and will seek to resolve those issues in collaboration with the Cities. Such issues shall include but are not limited to development of efficient and accountable billing practices; and
 - 9.3.d. The County shall provide all information and supporting documentation and analyses as reasonably requested by MSWAC for MSWAC to perform the duties and functions described in Section 9.2.

X. FORUM INTERLOCAL AGREEMENT

10.1 As of the effective date of this Agreement, the *Forum Interlocal Agreement and Addendum to Solid Waste Interlocal Agreement and Forum Interlocal Agreement* by and between the City and County continue through June 30, 2028. After 2028 responsibilities assigned to the Forum shall be assigned to the Regional Policy Committee. The Parties agree that Solid Waste System policies and plans shall continue to be deemed regional countywide policies

and plans that shall be referred to the Regional Policy Committee for review consistent with King County Charter Section 270.30 and chapter 1.24 King County Code.

XI. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

11.1 King County is designated to prepare the Comprehensive Solid Waste Management Plan (Comprehensive Plan) and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to chapter 70.95.080(3) RCW.

11.2 The Comprehensive Plan shall be reviewed and any necessary revisions proposed. The County shall consult with MSWAC to determine when revisions are necessary. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

11.3 The Comprehensive Plans will promote Waste Prevention and Recycling in accordance with Washington State Solid Waste management priorities pursuant to chapter 70.95 RCW, at a minimum.

11.4 The Comprehensive Plans will be prepared in accordance with chapter 70.95 RCW and Solid Waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

11.4.a Descriptions of and policies regarding management practices and facilities required for handling all waste types;

11.4.b Schedules and responsibilities for implementing policies;

11.4.c Policies concerning waste reduction, Recycling, Energy and Resource Recovery, collection, transfer, long-haul transport, Disposal, enforcement and administration;
and

11.4.d Operational plan for the elements discussed in Item c above.

11.5 The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the System and financed out of the rate base.

11.6 The Comprehensive Plans will be “adopted” within the meaning of this Agreement when the following has occurred:

11.6.a The Comprehensive Plan is approved by the King County Council; and

11.6.b The Comprehensive Plan is approved by cities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Comprehensive Plan within 120 days of receipt of the Plan. The 120-day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Comprehensive Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

11.7 Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the cities acting on the Comprehensive Plan, and should King County and the cities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Comprehensive Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

11.8 King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. Such

determination shall be made by a two-thirds majority vote of all representative members of the Forum.

11.9 Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

11.10 Should there be any impasse between the Parties regarding Comprehensive Plan adoption, adequacy, or consistency or inconsistency or whether any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

XII. MITIGATION

12.1 The County will design, construct and operate Solid Waste facilities in a manner to mitigate their impact on host Cities and neighboring communities pursuant to applicable law and regulations.

12.2 The Parties recognize that Solid Waste facilities are regional facilities. The County further recognizes that host Cities and neighboring communities may sustain impacts which can include but are not limited to local infrastructure, odor, traffic into and out of Solid Waste facilities, noise and litter.

12.3 Collaboration in Environmental Review. In the event the County is the sole or co-Lead Agency, then prior to making a threshold determination under the State Environmental Policy Act (SEPA), the County will provide a copy of the SEPA environmental checklist, if any, and proposed SEPA threshold determination to any identifiable Host City (as defined below) and adjacent or neighboring city that is signatory to the Agreement and that may be affected by the

project ("Neighboring City") and seek their input. For any facility for which the County prepares an Environmental Impact Statement (EIS), the County will meet with any identified potential Host City (as defined below) and any Neighboring City to seek input on the scope of the EIS and appropriate methodologies and assumptions in preparing the analyses supporting the EIS. However, nothing in this Section shall limit or impair the County's ability to timely complete the environmental review process.

12.4 Collaboration in Project Permitting. If a new or reconstructed Solid Waste facility is proposed to be built within the boundaries of the City ("Host City") and the project requires one or more "project permits" as defined in chapter 36.70B.020(4) RCW from the Host City, before submitting its first application for any of the project permits, the County will meet with the Host City and any Neighboring City, to seek input. However, nothing in this Section shall limit or impair the County's ability to timely submit applications for or receive permits, nor waive any permit processing or appeal timelines.

12.5 Separately, the County and the City recognize that in accordance with 36.58.080 RCW, a city is authorized to charge the County to mitigate impacts directly attributable to a County-owned Solid Waste facility. The County acknowledges that such direct costs include wear and tear on infrastructure including roads. To the extent that the City establishes that such charges are reasonably necessary to mitigate such impacts, payments to cover such impacts may only be expended only to mitigate such impacts and are System costs. If the City believes that it is entitled to mitigation under this Agreement, the City may request that the County undertake a technical analysis regarding the extent of impacts authorized for mitigation. Upon receiving such a request, the County, in coordination with the City and any necessary technical consultants, will develop any analysis that is reasonable and appropriate to identify impacts. The cost for such

analysis is a System cost. The City and County will work cooperatively to determine the appropriate mitigation payments and will document any agreement in a Memorandum of Agreement. If the City and the County cannot agree on mitigation payments, the dispute resolution process under chapter 36.58.080 RCW will apply rather than the dispute resolution process under Section XII of the Agreement.

XIII. DISPUTE RESOLUTION

13.1 Unless otherwise expressly stated, the terms of this Section XIII shall apply to disputes arising under this Agreement.

13.2 Initial Meeting.

13.2.a Either Party shall give notice to the other in writing of a dispute involving this Agreement.

13.2.b Within ten (10) business days of receiving or issuing such notice, the County shall send an email notice to all Cities.

13.2.c Within ten (10) business days of receiving the County's notice under Subsection 13.2.b, a City shall notify the County in writing or email if it wishes to participate in the Dispute Resolution process.

13.2.d Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the initial notice of dispute issued under Subsection 13.2.a, the County shall schedule a time for staff from the County and any City requesting to participate in the dispute resolution process ("Participating City") to meet (the "initial meeting"). The County shall endeavor to set such initial meeting a time and place convenient to all Participating Cities and to the County.

13.3 Executives' Meeting.

13.3.a If the dispute is not resolved within sixty (60) days of the initial meeting, then within seven (7) days of expiration of the sixty (60)-day period, the County shall send an email notice to all Participating Cities that the dispute was not resolved and that a meeting of the County Executive, or his/her designee and the chief executive officer(s) of each Participating City, or the designees of each Participating City (an “executives' meeting”) shall be scheduled to attempt to resolve the dispute. It is provided, however, that the County and the Participating Cities may mutually agree to extend the sixty (60)-day period for an additional fifteen (15) days if they believe further progress may be made in resolving the dispute, in which case, the County’s obligation to send its email notice to the Participating Cities under this Subsection that the dispute was not resolved shall be within seven (7) days of the end of the extension. Likewise, the County and the Participating Cities may mutually conclude prior to the expiration of the sixty (60)-day period that further progress is not likely in resolving the dispute at this level, in which case, the County shall send its email notice that the dispute was not resolved within seven (7) days of the date that the County and the Participating Cities mutually concluded that further progress is not likely in resolving the dispute.

13.3.b Within seven (7) days of receiving the County’s notice under Subsection 13.3.a each Participating City shall notify the County in writing or email if it wishes to participate in the executives' meeting.

13.3.c Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the notice of the executives' meeting issued under Subsection 13.3.a, the County shall schedule a time for the executives' meeting. The County shall endeavor to set such

executives' meeting a time and place convenient to all Participating Cities that provided notice under Subsection 13.3.b and to the County.

13.4. Non-Binding Mediation.

13.4.a If the dispute is not resolved within thirty (30) days of the executives' meeting, then any Participating City that was Party to the executives' meeting or the County may refer the matter to non-binding mediation by sending written notice within thirty-five (35) days of the initial executives' meeting to all Parties to such meeting.

13.4.b Within seven (7) days of receiving or issuing notice that a matter will be referred to non-binding mediation, the County shall send an email notice to all Participating Cities that provided notice under Subsection 13.3.b informing them of the referral.

13.4.c Within seven (7) days of receiving the County's notice under Subsection 13.4.b, each Participating City shall notify the County in writing if it wishes to participate in the non-binding mediation.

13.4.d The mediator will be selected in the following manner: The City(ies) electing to participate in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(ies) participating in the mediation and the County may agree to select a mediator through a mediation service mutually acceptable to the Parties. The Parties to the mediation shall share equally in the costs charged by the mediator or mediation service. For purposes of allocating costs of the mediator or mediation service, all Cities participating in the mediation will be considered one Party.

13.5 Superior Court. Any Party, after participating in the non-binding mediation, may commence an action in King County Superior Court after one hundred eighty (180) days from

the commencement of the mediation, in order to resolve an issue that has not by then been resolved through non-binding mediation, unless all Parties to the mediation agree to an earlier date for ending the mediation.

13.6 Unless this Section XIII does not apply to a dispute, then the Parties agree that they may not seek relief under this Agreement in a court of law or equity unless and until each of the procedural steps set forth in this Section XIII have been exhausted, provided, that if any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps in this Section XIII, a Party may file suit to preserve a cause of action while the Dispute Resolution process continues. The Parties agree that, if necessary and if allowed by the court, they will seek a stay of any such suit while the Dispute Resolution process is completed. If the dispute is resolved through the Dispute Resolution process, the Parties agree to dismiss the lawsuit, including all claims, counterclaims, and cross-claims, with prejudice and without costs to any Party.

XIV. FORCE MAJEURE

The Parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either Party (“force majeure”). The term “force majeure” shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, or labor disputes, causing the inability to perform the requirements of this Agreement, if either Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to

the other Party, such obligation or condition shall be suspended only for the time and to the extent practicable to restore normal operations.

XV. MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the Parties [except with regard to the provisions of the Forum Interlocal Agreement]; provided that nothing in Section XV supersedes or amends any indemnification obligation that may be in effect pursuant to a contract between the Parties other than the Original Agreement; and further provided that nothing in this Agreement supersedes, amends or modifies in any way any permit or approval applicable to the System or the County's operation of the System within the jurisdiction of the City.

XVI. WAIVER

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

XVII. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third-party beneficiary of this Agreement.

XVIII. SURVIVABILITY

Except as provided in Section 8.1, 8.2, 8.3, Section 8.6.c, except 8.6.ciii and Section 8.6d, no obligations in this Agreement survive past the expiration date as established in Section III.

XIX. NOTICE

Except as otherwise provided in this Agreement, a notice required to be provided under the terms of this Agreement shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

Glenn Akramoff, Public Works Director
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042

For the County:

Pat D. McLaughlin, Director
King County Solid Waste Division
201 South Jackson Street, Suite 701
Seattle, Washington 98104

IN WITNESS WHEREOF, this Agreement has been executed by each Party on the date set forth below:

CITY of Covington

KING COUNTY

(Mayor/City Manager)

King County Executive

Date

Date

Clerk-Attest
Approved as to form and legality

Clerk-Attest
Approved as to form and legality

City Attorney

King County Deputy Prosecuting Attorney

Date

Date

SUBJECT: DISCUSS APPROVING THE BUDGET FOR PARKS MAINTENANCE FUND AND STREET FUND FOR THE HIRING OF A PERMENANT FULL-TIME MAINTENANCE WORKER WITH CHANGED SALARY SPLITS AND MAKING THE PROJECT INSPECTOR POSITION PERMANENT.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Long Range Forecast 2012 – 2018 (Street, Parks, and Surface Water Management Funds)

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

On June 4, 2012, the Public Works Department implemented an interim departmental reorganization that included moving Dan Wesley to an Interim Project Inspector position and backfilled Dan's position on the Maintenance Team with a temporary seasonal worker. This reassignment was made in order to support the Covington Community Park Phase I construction project. It is now clear there is enough work due to grant funded projects to make the Project Inspector assignment permanent. Dan's salary is paid out of Surface Water fund (SWM) and the time he spends on projects is reimbursed by grant or construction funds.

Establishing the Project Inspector position as permanent will make it necessary to backfill the Maintenance Worker position within the Maintenance Team. That position cannot continue to be paid by the SWM fund because it provides services in other areas such as streets and parks. The change of the salary split assignment creates the budget impact. The reassignment of Dan Wesley from a Maintenance Worker to a permanent Project Inspector creates a "new" maintenance worker position. Each of these conditions requires council approval in order for staff to proceed.

A. Interim Staffing and Workload Concerns

Dan has performed very well in his interim role as Project Inspector throughout the Covington Community Park project. He also supported the Aqua Vista construction project that occurred in the fall of 2012.

While this interim staffing approach has worked in the short term, it has begun to put pressure on the Maintenance Team to perform without the fourth full-time member of their team. Additionally, the team is being asked to absorb work in Covington Community Park without increased staffing resources in 2013. This staffing pressure has created issues including the supervision of seasonal workers in the field, safety concerns, and spreading the full-time maintenance workers too thin in meeting the workload.

The uncertainty of the Interim Project Inspector position creates additional strain on the department in determining staffing availability for identified public works projects. All of the following public works projects will be in design and/or construction through 2014:

1. Covington Community Park construction (completion and close out)
2. Grind and overlay of 160th Avenue from SE 272nd Street to SE 260th Street (state capital funding)
3. WSDOT intersection safety improvements – ten sites (federal and state grant)
4. Transportation Improvement Board grant to overlay SE Wax Road and SE 240th Street
5. CIP 1127 design and right of way
6. Design of Woodland SWM project
7. Design, permitting, and grant preparation for Jenkins Creek bridge replacement (SWM)
8. Design of KFC Pond outfall project (SWM)
9. Maintenance improvements contract for ten ponds (SWM)

In 2012, the department migrated to a Project Team concept for each public works project. This approach not only assists with distributing workload and utilizing current staff expertise, but is also cost efficient, as the cost of using third-party inspection and project management services would be in excess of \$100.00 per hour.

A Project Team consists of, among many other roles, a Project Inspector. With the uncertainty of the Interim Project Inspector position, an integral role on the Project Team, burnout of our Senior City Engineer is a significant concern. All of the above noted public works projects are under his supervision. Without a full team to delegate to and to help manage the many consultants, granting agencies, and other departments, overload is inevitable. This could be detrimental to meeting project deadlines that are mandated by granting agencies. It is also important to note that the former Engineering Technician III position has never been eliminated - it was unfunded when Ross Junkin was reassigned to the Maintenance Supervisor position. The absence of this position further increases the need for certainty in the Project Inspector position as part of the Project Team.

B. Financial Concern

The Finance Department has also expressed its concerns with the current interim staffing solution; specifically, the fourth maintenance worker is assigned only to the Surface Water Management (SWM) Fund but is at times assigned other tasks in streets and parks maintenance. This could be a challenge to defend during the auditing process and is not consistent with best management practices.

The Public Works Department also desires an accurate assignment of funding for the fourth maintenance worker, as the above practice ultimately causes the budget impacts to the street and parks operating funds. Currently, the other three maintenance workers have assigned salary splits of 40% SWM, 40% Streets, and 20% Parks. This closely reflects the balance of their assigned tasks.

C. Staff Recommendation

In order to maintain the City Council established level of service for maintenance and to fully comply with the law governing budget fund expenditures, staff recommends the following:

- Change the current Interim Project Inspector position to permanent. This would include accepting the fleet addition proposal from the Maintenance Supervisor (for a vehicle for the Project Inspector) and maintaining the position splits of 100% SWM. The current practice of seeking reimbursement for all grant project work would continue. Grant funds would continue to reimburse the position based on the actual time spent on each specific project. As noted, this position is an integral part of the Project Team concept.
- Hire a permanent fourth maintenance worker with the position salary splits of 40% SWM, 40% Streets, and 20% Parks to be consistent with the other maintenance staff.
- Public Works and Finance will begin work during the 2014 budget process to change the payroll and benefit assignment process from one of estimated payroll splits to a process based on actual work completed in each fund. Community Development has expressed interest in working on this same concept.

While this approach is not without financial impact, staff believes it has the least impact and provides for the most effective and efficient use of resources.

ALTERNATIVES:

1. Assign Dan Wesley back to the Maintenance Team as a permanent fourth maintenance worker and hire a consultant to complete inspection and project management for current public works projects (this would require extended project timelines). This option still requires a change of the fourth maintenance worker position salary splits to 40% SWM, 40% Streets, and 20% Parks to be consistent with the other maintenance staff.
2. Maintain the current interim approach and have diminished productivity of the Maintenance Team. This option still requires accepting the fleet addition proposal from the Maintenance Supervisor for a vehicle for the Project Inspector.

FISCAL IMPACT:

For the above listed public works projects through 2014, the Public Works Department projects over \$97,000 of recoverable staff time within the currently approved grants. Grant reimbursement for staff time will be based on time associated with various projects and could be assigned to any member of the Project Team. Grant reimbursement funds would be distributed to operating funds based on the employee's splits.

The increase in training and uniform costs associated with the above recommended option will be absorbed by the current Public Works budget in the line items in each fund.

The following table outlines the impacts of the salary and benefits for all options:

Option	Street	SWM	Parks
Recommended	\$32,408	\$32,408	\$16,204
*Alternative #1: Dan Wesley returns to permanent Maintenance Worker with changed splits; consultant hired for project inspection and project management	\$37,981	(\$47,180)	\$18,992
Alternative #2: Status Quo (temporary Maintenance Worker at 12 months)	\$15,669	\$15,669	\$7,834

***Does not include the cost of a consultant to backfill construction inspection duties.**

As Council is aware, should additional revenue sources, such as the Transportation Benefit District (TBD), not become available the workload assigned to the street fund is unsustainable. That situation could require an assessment of the viability of the Maintenance Division and the overall mission of Public Works.

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

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

REVIEWED BY: City Manager; City Attorney, Finance Director

**CITY OF COVINGTON
STREET FUND LONG RANGE FORECAST**

2012-2018 Analysis in 000s
BASE BUDGET

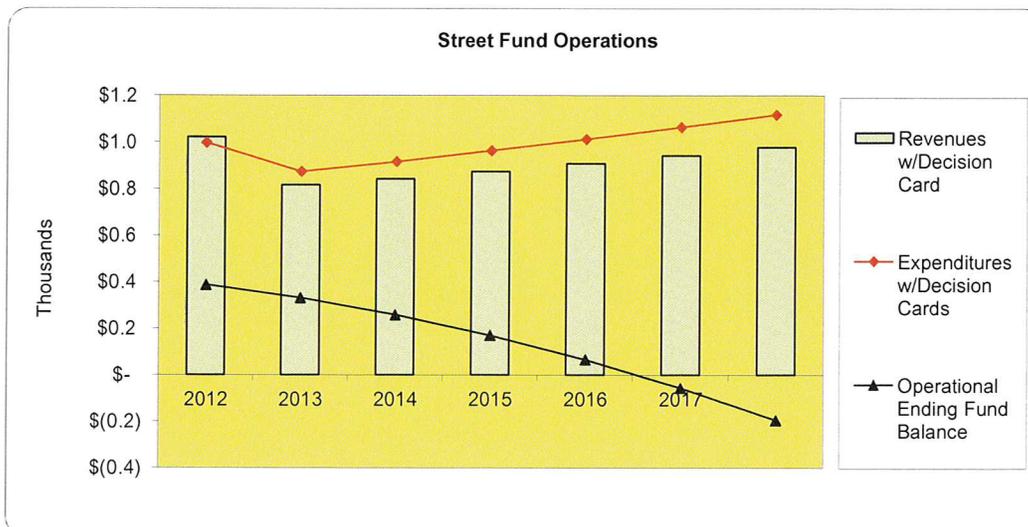
	2012	2013	2014	2015	2016	2017	2018
BEGINNING FUND BALANCE	\$ 363	\$ 387	\$ 332	\$ 259	\$ 171	\$ 66	\$ (55)
REVENUES							
Licenses and Permits	\$ 199	\$ 199	\$ 204	\$ 209	\$ 214	\$ 220	\$ 225
Street Fuel Tax	350	367	385	404	424	446	468
Intergovernmental Revenues	63	-	-	-	-	-	-
Charges for Goods and Services	42	5	-	-	-	-	-
Miscellaneous	0	0	0	0	0	0	0
BASE BUDGET SUBTOTAL	654	571	589	613	639	665	693
Operating Transfers In	336	246	254	261	269	277	285
Insurance Recoveries	31	-	-	-	-	-	-
Revenue Decision Card	-	-	-	-	-	-	-
TOTAL REVENUES	1,022	817	843	875	908	943	979
EXPENDITURES							
Salaries and Wages	287	281	293	304	316	329	342
Personnel Benefits	106	111	119	128	138	148	159
Supplies	42	63	65	67	69	71	73
Other Services and Charges	336	338	355	373	391	411	431
Intergovernmental	119	130	137	144	151	158	166
Capital Outlay	13	-	-	-	-	-	-
Debt Service: Principal	2	-	-	-	-	-	-
Interfund Payment for Services	77	-	-	-	-	-	-
Operating Transfer Out	16	2	-	-	-	-	-
BASE BUDGET SUBTOTAL	997	926	969	1,016	1,066	1,118	1,173
Decision Cards	-	(53)	(53)	(53)	(53)	(53)	(55)
Budget Strategies	-	-	-	-	-	-	-
TOTAL EXPENDITURES	997	873	916	963	1,012	1,064	1,117
Operating Surplus/Deficit by Year	\$ 25	\$ (56)	\$ (73)	\$ (88)	\$ (104)	\$ (122)	\$ (139)
ENDING FUND BALANCE	387	332	259	171	66	(55)	(194)
REET Payback ¹	-	-	-	-	-	-	-
TOTAL ENDING FUND BALANCE	387	332	259	171	66	(55)	(194)
10% fund balance target	\$ 90	\$ 92	\$ 97	\$ 102	\$ 107	\$ 112	\$ 117
Fund balance policy	Meets 10%	Meets 10%	Meets 10%	Meets 10%	Under 10%	Under 10%	Under 10%
Margin above/below the 10% threshold	\$ 297	\$ 239	\$ 162	\$ 69	\$ (40)	\$ (167)	\$ (311)

Notes:

1) This worksheet makes no assumptions as to new programs and decision cards past 2012 other than ongoing costs.

Footnotes:

¹ Funds borrowed from REET to maintain the Street Fund's positive cash flow are being repaid in 2011.



CITY OF COVINGTON
PARKS & RECREATION SERVICES FUND LONG RANGE FORECAST

2012-2018 Analysis in 000s

BASE BUDGET

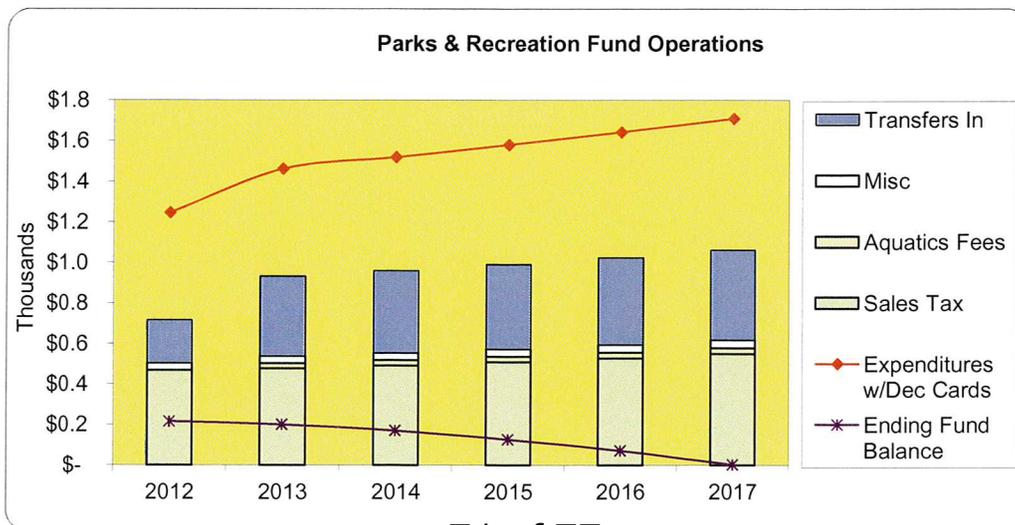
	2012	2013	2014	2015	2016	2017	2018
BEGINNING FUND BALANCE	232	215	200	170	126	71	2
REVENUES							
Sales Tax ¹	\$ 469	\$ 478	\$ 492	\$ 509	\$ 529	\$ 551	\$ 573
Intergovernmental Revenues	2	-	-	-	-	-	-
Charges for Goods and Services	-	25	26	27	27	28	29
Aquatics Fees	510	514	529	545	562	579	596
Athletics & Recreation	-	-	-	-	-	-	-
Miscellaneous	36	36	37	38	39	41	42
Other Financing Sources	-	-	-	-	-	-	-
BASE BUDGET SUBTOTAL	1,017	1,053	1,085	1,119	1,158	1,198	1,239
Operating Transfers In	212	393	405	417	430	443	456
TOTAL REVENUES	1,229	1,446	1,490	1,536	1,588	1,640	1,695
EXPENDITURES							
Salaries and Wages	612	627	652	678	705	733	762
Personnel Benefits	184	190	204	219	236	253	272
Supplies	104	73	75	77	79	82	84
Other Services and Charges	190	378	390	401	414	426	439
Intergovernmental	8	1	1	1	1	1	1
Capital Outlay	-	-	-	-	-	-	-
Operating Transfer	27	27	27	27	27	27	27
Interfund Payment for Services	122	-	-	-	-	-	-
BASE BUDGET SUBTOTAL	1,246	1,296	1,349	1,404	1,462	1,523	1,586
Decision Cards	-	166	171	176	181	186	192
Budget Strategies	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,246	1,462	1,519	1,580	1,643	1,709	1,778
Operating Surplus/Deficit by Year	(18)	(15)	(30)	(44)	(56)	(69)	(83)
ENDING FUND BALANCE	215	200	170	126	71	2	(81)
10% fund balance target	\$ 125	\$ 130	\$ 135	\$ 140	\$ 146	\$ 152	\$ 159
Fund balance policy	Meets 10%	Meets 10%	Meets 10%	Under 10%	Under 10%	Under 10%	Under 10%
Margin above/below the 10% threshold	\$ 90	\$ 70	\$ 35	\$ (14)	\$ (75)	\$ (150)	\$ (240)

Notes:

1) This worksheet makes no assumptions as to new programs and decision cards past 2012 other than ongoing costs.

Footnotes:

¹ Sales tax is allocated at 84% of forecasted revenues to the General Fund and 16% to the Parks



CITY OF COVINGTON
SURFACE WATER MANAGEMENT FUND LONG RANGE FORECAST
 2012-2018 Analysis in 000s
 BASE BUDGET

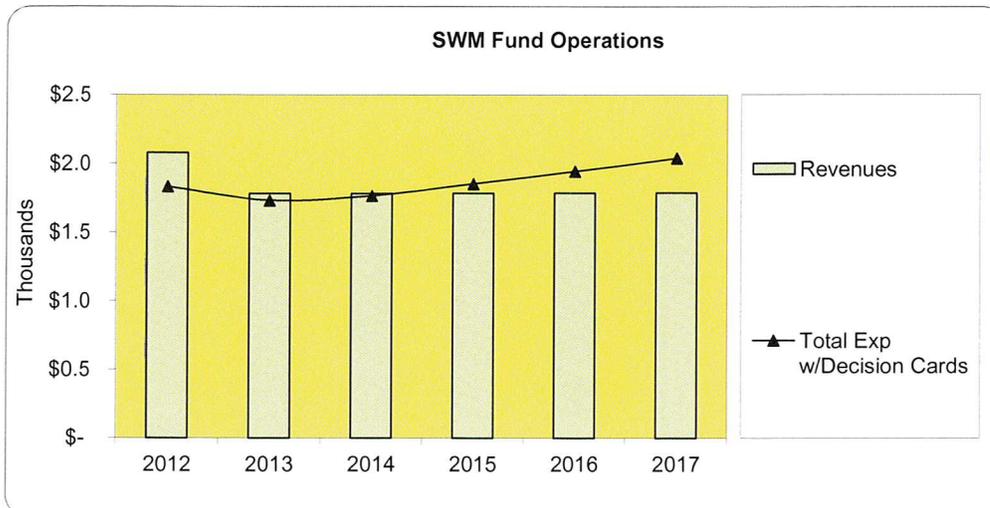
	2012	2013	2014	2015	2016	2017	2018
BEGINNING FUND BALANCE	\$ 1,670	\$ 1,917	\$ 1,966	\$ 1,983	\$ 1,915	\$ 1,758	\$ 1,507
REVENUES							
Customer Charges ¹	\$ 1,736	\$ 1,733	\$ 1,733	\$ 1,733	\$ 1,733	\$ 1,733	\$ 1,733
Intergovernmental Revenues	122	42	44	45	47	49	51
Grant Revenue	215	-	-	-	-	-	-
Misc	6	6	6	6	7	7	7
TOTAL REVENUES	2,079	1,781	1,783	1,785	1,787	1,789	1,791
Transfers In	-	-	-	-	-	-	-
TOTAL SOURCES	2,079	1,781	1,783	1,785	1,787	1,789	1,791
EXPENDITURES							
Salaries and Wages	497	511	531	552	574	597	621
Personnel Benefits	191	201	216	232	249	268	288
Supplies	28	42	45	47	49	52	54
Other Services and Charges	306	845	887	931	978	1,027	1,078
Intergovernmental	88	54	56	59	62	65	68
Capital Outlay	286	-	-	-	-	-	-
Debt Service: Principal	2	-	-	-	-	-	-
Debt Service: Interest	33	33	31	31	31	31	31
Interfund Payment for Services	402	-	-	-	-	-	-
BASE BUDGET TOTAL	1,833	1,685	1,766	1,853	1,944	2,040	2,141
Decision Card	-	46	-	-	-	-	-
Budget Strategies	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,833	1,731	1,766	1,853	1,944	2,040	2,141
Operating Surplus/Deficit by Year	247	50	17	(68)	(157)	(251)	(350)
TOTAL ENDING FUND BALANCE	1,917	1,966	1,983	1,915	1,758	1,507	1,157
10% fund balance target	\$ 140	\$ 165	\$ 173	\$ 182	\$ 191	\$ 201	\$ 211
Margin above the 10% threshold	\$ 1,777	\$ 1,801	\$ 1,810	\$ 1,733	\$ 1,567	\$ 1,306	\$ 946

Notes:

- 1) This worksheet makes no assumptions as to new programs and decision cards past 2012 other than ongoing costs.
- 1) This worksheet reflects the utility tax transfer out (partial in 2012) to the general fund.

Footnotes:

¹ This reflects ongoing 0% increases.



SUBJECT: TRANSPORTATION BENEFIT DISTRICT TIMELINE AND ELECTION
OPTIONS

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S): Draft timeline

PREPARED BY: Derek Matheson, City Manager

EXPLANATION:

At its recent strategic planning summit, the City Council agreed to form a transportation benefit district (TBD) and move forward with a public vote on a 0.2% sales tax for transportation purposes. A draft timeline that assumes a November 2013 election is attached.

Council has two viable options for a public vote in the next 12 months. The first option is the November 5, 2013, general election. This option offers lower costs (\$13,200-\$16,200 on average) and higher turnout (46% of Covington registered voters turned out in November 2011, the last general election at which city races were on the ballot). King County's emergency medical services levy renewal could appear on this ballot. It is unknown whether a state request for education and/or transportation funding will appear on this ballot.

The second option is a February 11, 2014, special election. This option offers higher costs (\$18,700-\$21,700 on average) and lower turnout (28% of Covington registered voters turned out for the May 2005 utility-tax election, the last special election at which a city issue was on the ballot). The Kent School District's maintenance & operations and technology levies will appear on this ballot.

The August 6, 2013, primary election does not appear to be a viable option due to the lengthy process to create the TBD and inform the public.

Staff seeks council input on the timeline and election options. The timeline calls for the council (acting as the TBD board) to make a final decision on an election date in May.

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

REVIEWED BY: City Attorney; Finance Director

Transportation Benefit District Timeline

Assumes a November 2013 election

DRAFT #3 – 2/22/13

- February
 - Rob/Sara begin work on TBD ordinances and governing documents
 - Sharon researches average cost of November vs. February elections
 - Karla begins work on a neutral public education plan
 - Karla begins work on the citizen survey

- March
 - Sara educates council and staff on the do's and don'ts of ballot measures (3/12 council meeting and 3/28 all-staff meeting)
 - Council reviews timeline (Derek presents; 3/12)
 - Council discusses election-date options (Derek presents; 3/12)
 - Council reviews preliminary neutral public education plan (Karla presents; 3/26)
 - Council reviews citizen survey questions (Karla presents; 3/26)

- April
 - Council adopts ordinance creating TBD (Rob presents)
 - Karla begins neutral public education re unmet transportation needs
 - Karla and polling firm conduct the citizen survey

- May
 - TBD Board adopts governing documents (Rob presents)
 - TBD Board discusses use of funds (Glenn presents)
 - TBD Board chooses election date (Derek or Sharon presents)
 - Karla modifies neutral public education to reflect TBD board discussions

- June
 - TBD board reviews citizen survey results (Karla presents)
 - TBD board finalizes use of funds (Glenn presents)
 - TBD board reviews final neutral public education plan (Karla presents)
 - Sharon/Sara begin work on election resolutions
 - Sara begins work on ballot title and explanatory statement

- July
 - TBD Board adopts resolution calling a November election (including the use of funds) (Sharon presents; 8/6 deadline)
 - TBD Board appoints pro/con committees (Sharon presents; 8/9 deadline)
 - Karla modifies neutral public education to reflect TBD board decision

- August
 - Sharon provides explanatory statement and pro/con statements to the county

- November
 - Election Day (11/5)

* Management Team discussions are ongoing

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

March 26, 2013 – City Council Special & Regular Meeting

(Draft Agenda Attached)



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



Tuesday, March 26, 2013
7:00 p.m.

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

Council will interview Human Services Commission applicants beginning at 6:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Arbor Day Proclamation (Parks & Recreation Chair Steven Pand)
- Earth Day Proclamation (Parks & Recreation Chair Steven Pand)
- Recognition of Finance Staff for CAFR (Council)
- International Student Exchange Day in the city of Covington (Kent School District)

RECEPTION TO WELCOME EXCHANGE STUDENTS AND TEACHERS

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: March 12, 2013 Study Session Minutes and March 12, 2013 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Contract with SBS Legal Services, PLLC for City Attorney Services (Matheson)
- C-4. Accept Carpet Replacement Project (Scott)
- C-5. Interlocal Agreement with the City of Black Diamond for Building Code Administration, Inspection, and Plan Review (Hart/Meyers)
- C-6. Accept Billing Agreement with Soos Creek Water & Sewer District for Lift Station 46 (Matheson)
- C-7. Accept Engineering Contract for Project Design (Akramoff)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: March 14 meeting.
- Arts Chair Sandy Bisordi: March 14 meeting.
- Parks & Recreation Chair Steven Pand: March 20 meeting.
- Planning Chair Daniel Key: March 7 meeting; March 21 meeting canceled.
- Economic Development Council Co-Chair Jeff Wagner: February 28 meeting.

CONTINUED BUSINESS

1. Consider Solid Waste Contract with Republic Services (Akramoff)

NEW BUSINESS

2. Consider Appointments to Human Services Commission (Council)
3. Discuss Citizen Survey Questions (Slate)
4. Preliminary Public Education Plan re Transportation Benefit District (Slate)
5. Update on Aquatics Renovations (Thomas)
6. Discussion on Aquatics Fees (Thomas)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

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