CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
  • Recognition of 47th District Legislators

RECEPTION TO HONOR 47TH DISTRICT LEGISLATORS

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

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA

C-1. Minutes: June 25, 2019 Special & Regular Meetings (Scott)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Execute Agreement with Cordi & Bejarano, Inc., P.S. for Indigent Defense Services (Bolli)

REPORTS OF COMMISSIONS
  • Economic Development Council
  • Parks & Recreation Commission
  • Planning Commission
  • Youth Council
  • Human Services Commission
  • Arts Commission

NEW BUSINESS
1. Discuss Options for Council to Consider Regarding Republic Services Request for a Cedar Grove Tipping Fee and Recycle Processing Charge (Vondran)
2. Consider Resolution Calling for a Citizen Advisory Vote Banning Fireworks (Council)

FUTURE AGENDA ITEMS
COUNCIL/STAFF COMMENTS

PUBLIC COMMENT  See guidelines above in first public comment section

EXECUTIVE SESSION
  • Real Estate (RCW 42.30.110(1) (c))

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).
SUBJECT: APPROVAL OF MINUTES: JUNE 25, 2019 CITY COUNCIL SPECIAL MEETING – JOINT STUDY SESSION WITH PARKS & RECREATION COMMISSION MINUTES AND JUNE 25, 2019 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: _______ Ordinance _______ Resolution _______ Motion _______ Other

Councilmember _______ moves, Councilmember _______ seconds, to approve the June 25, 2019 City Council Special Meeting Joint Study Session with Parks & Recreation Commission Minutes and June 25, 2019 City Council Regular Meeting Minutes.
City of Covington  
City Council Special Meeting  
Joint Study Session with Parks & Recreation Commission  
Tuesday, June 25, 2019

The Special Meeting - Joint Study Session with Parks & Recreation Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, June 25, 2019, at 6:00 p.m., with Mayor Pro Tem Smith presiding.

COVINGTON COUNCILMEMBERS PRESENT:
Joseph Cimaomo, Jennifer Harjehausen, Margaret Harto (arrived at 6:20 p.m.), Fran Hollums, Marilla Mhoon, and Sean Smith.

COVINGTON COUNCILMEMBERS ABSENT:
Jeff Wagner.

PARKS & RECREATION COMMISSIONERS PRESENT:
Steven Pand, Bryan Higgins, Aaron Drake, Laura Morrissey, and Thomas Russell.

PARKS & RECREATION COMMISSIONERS ABSENT:
Zbigniew Tomalik,

COVINGTON STAFF PRESENT:
Regan Bolli, City Manager; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Matthew Keough, Parks Planning and Development Manager; and Sharon Scott, City Clerk/Executive Assistant.

CALL TO ORDER:
Mayor Pro Tem Smith called the special meeting to order at 6:00 p.m.

ITEMS FOR DISCUSSION:
1. Parks and Recreation Update. Parks & Recreation Commission Chair Laura Morrissey gave the presentation on this item and reviewed the handout.

2. Parks and Recreation Priorities. Chair Laura Morrissey gave the presentation on this item and reviewed the handout.

ADJOURNMENT:
There being no further business, the special meeting was adjourned at 6:56 p.m.

Prepared by: Joan Michaud  
Sr. Deputy City Clerk  
Submitted by: Sharon Scott  
City Clerk
City of Covington
Regular City Council Meeting Minutes
Tuesday, June 25, 2019

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, June 25, 2019, at 7:03 p.m., with Mayor Pro Tem Smith presiding.

COUNCILMEMBERS PRESENT:
Joe Cimaomo, Jennifer Harjehausen, Margaret Harto, Fran Hollums, Marlla Mhoon, and Sean Smith.

COUNCILMEMBERS ABSENT:
Jeff Wagner.

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Gina Estep, Community Development Director; Casey Parker, Finance Director; Kathy Hardy, City Attorney; Noreen Beaufre, Personnel Manager, Karla Slate, Communications & Marketing Manager; and Sharon Scott, Executive Assistant/City Clerk.

Mayor Pro Tem Smith opened the meeting with the Pledge of Allegiance.

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

APPROVAL OF AGENDA:
The agenda was approved as presented.

PUBLIC COMMUNICATION:
• Jennifer Liggett, Executive Director, Covington Chamber of Commerce, provided a quarterly update on the Chamber.

PUBLIC COMMENT:
Mayor Pro Tem Smith called for public comments.

Leroy Stevenson, Covington resident, spoke against money spent on developing a mascot, purchasing artwork for the park, and other spending.

Kristina Soltys, Covington resident, reported on the pet food drive.

Julie Kanikkeberg, Covington resident, stated she felt a city mascot should be a true animal or character based on the community’s history.

There being no further comments, Mayor Pro Tem Smith closed the public comment period.
APPROVE CONSENT AGENDA:

C-1. Minutes: City Council May 28, 2019 Special (Interviews for Arts Commission) and Regular Meetings Minutes; City Council May 29, 2019 Special Meeting – Joint Meeting with Black Diamond and Maple Valley Minutes; and City Council June 11, 2019 Special Meeting for Youth Council Interviews Minutes.

C-2. Vouchers: Vouchers #39128- #39190, including ACH payments in the amount of $470,307.31, dated May 24, 2019; Vouchers #39191- #39241, including ACH payments in the amount of $2,164,047.41, dated June 7, 2019; Paylocity Payroll Vouchers #1010488221 - #1010488230 inclusive, plus employee direct deposits and wire transfers, in the amount of $230,514.94, dated May 31, 2019; and Paylocity Payroll Vouchers #1010553260 - #1010553275 inclusive, plus employee direct deposits and wire transfers, in the amount of $228,307.91, dated June 14, 2019.

C-3. Enter into Interlocal Agreement with Cities of Snoqualmie and Maple Valley for Interstate 90 Westbound Onramp Improvement Project.

C-4. Authorize City Manager to Execute Right of First Refusal Agreement for Parcel #3022069052 Adjacent to Jenkins Creek Park.

C-5. Authorize City Manager to Amend Agreement with Berk for Preparation of Lakepointe Urban Village Subarea Supplemental Environmental Impact Statement.

C-6. Authorize City Manager to Execute and Submit Local Agency Agreement and Prospectus to Washington State Department of Transportation for SR 516 – 185th to 192nd Avenue SE Improvements Project (CIP 1128).

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:
Economic Development Council – Co-Chair Jared Koukal gave the report.
Parks & Recreation Commission – Chair Laura Morrissey gave the report.
Planning Commission – Vice Chair Beth Porter gave the report.
Youth Council – No report.
Human Services Commission – Vice Chair Dawn Allen gave the report.
Arts Commission – Chair Marita Ledesma gave the report.

NEW BUSINESS:
1. Consider Appointment to Youth Council.

Council Action: Councilmember Hollums moved and Councilmember Harto seconded to appoint Alayna Galfo to fill Position No. 1 on the Youth Council with a term expiring June 30, 2020. Vote: 6-0. Motion carried.

Council Action: Councilmember Hollums moved and Councilmember Harto seconded to appoint Traton Nixon to fill Position No. 2 on the Youth Council with a term expiring June 30, 2020. Vote: 6-0. Motion carried.
Council Action: Councilmember Hollums moved and Councilmember Harto seconded to appoint Justin Bose to fill Position No. 10 on the Youth Council with a term expiring June 30, 2020. Vote: 6-0. Motion carried.

Council Action: Councilmember Hollums moved and Councilmember Harto seconded to appoint Arlene Sraon to fill Position No. 11 on the Youth Council with a term expiring June 30, 2020. Vote: 6-0. Motion carried.

2. Consider Awarding Construction Contract for 164th Avenue SE Pedestrian Improvements Project (CIP 1086) to the Lowest Responsive and Authorize City Manager to Execute Task Order with Gray & Osborne for Construction Management Services.

Public Works Director Don Vondran gave the staff report on this item.

Councilmembers provided comments and asked questions, and Mr. Vondran provided responses.

Council Action: Councilmember Cimaomo moved and Councilmember Mhoon seconded to authorize the City Manager to award Schedules “A,” “B,” and “C” of the 164th Avenue SE Pedestrian Improvement Project to Rino Construction in the amount of $1,257,536.40, subject to the Covington Water District Board approving the award of the Schedule “C” portion of the contract, and authorize the City Manager to execute a Task Order with Gray & Osborne, Inc. in the amount of $104,606 for Construction Management Services. Vote: 6-0. Motion carried.

3. Consider Resolution Amending City’s Retirement Program Vesting Schedule.

Personnel Manager Noreen Beaufriere gave the staff report on this item.

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

RESOLUTION NO. 2019-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON; SUPERSEDING RESOLUTION NO. 03-203 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT WITH THE ICMA RETIREMENT CORPORATION AMENDING THE VESTING SCHEDULE

Council Action: Councilmember Harto moved and Councilmember Cimaomo seconded to approve Resolution No. 2019-06, superseding Resolution No. 03-203 and authorizing the City Manager to execute a Governmental Money Purchase Plan & Trust Adoption Agreement with the ICMA Retirement Corporation amending the vesting schedule from five (5) years to a graduated vesting schedule of three (3) years. Vote: 6-0. Motion carried.
4. Discuss Selection of Citizen and Honorary Citizen of the Year.

Communications & Marketing Manager Karla Slate gave the staff report on this item.

**Council Action:** Councilmember Harjehausen moved and Councilmember Harto seconded to name Lauren Ravotti as Covington’s Citizen of the Year for 2018. Vote: 6-0. Motion carried.

Council Action: Councilmember Harto moved and Councilmember Mhoon seconded to name Judy Swanberg as Covington’s Honorary Citizen of the Year for 2018. Vote: 6-0. Motion carried.

**FUTURE AGENDA ITEMS:**
Councilmembers reviewed future agenda items.

**COUNCIL/STAFF COMMENTS:**
Councilmembers and staff made comments.

Councilmember Harjehausen announced she would not be able to attend the next Council Meeting on July 9.

**PUBLIC COMMENT:**
Mayor Pro Tem Smith called for public comments.

_**Leroy Stevenson, Covington resident,**_ expressed desire to have a dedicated westbound turn lane in front of the library. Mr. Stevenson also spoke about development in Surprise, Arizona.

_**Julie Kanikkeberg, Covington resident,**_ thanked Council for naming Judy Swanberg as Honorary Citizen of the Year.

There being no further comments, Mayor Pro Tem Smith closed the public comment period.

**EXECUTIVE SESSION:**
- To Discuss the Acquisition of Real Estate Pursuant to RCW 42.30.110(1)(b) from 8:25 to 8:30 p.m.

**ADJOURNMENT:**
There being no further business, the meeting was adjourned at 8:30 p.m.

Prepared by:      Submitted by:
__________________________________      ______________________________
Joan Michaud      Sharon Scott
Senior Deputy City Clerk      City Clerk
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers: Vouchers #39308- #39367, including ACH payments in the amount of $346,551.60, dated July 5, 2019; and Paylocity Payroll Vouchers #1010690629 - #1010690644 inclusive, plus employee direct deposits and wire transfers, in the amount of $240,553.41, dated July 12, 2019.

PREPARED BY: Casey Parker, Finance Director

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

Councilmember _________ moves, Councilmember ____________ seconds, to approve for payment Vouchers: Vouchers #39308- #39367, including ACH payments in the amount of $346,551.60, dated July 5, 2019; and Paylocity Payroll Vouchers #1010690629 - #1010690644 inclusive, plus employee direct deposits and wire transfers, in the amount of $240,553.41, dated July 12, 2019.
SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CORDI & BEJARANO, INC., P.S., FOR INDIGENT DEFENSE SERVICES

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. Proposed Agreement with Cordi & Bejarano, Inc., P.S. for Indigent Defense Services

PREPARED BY: Sharon Scott, Executive Assistant/City Clerk

EXPLANATION:
The purpose of this agenda bill action is for the city council to consider authorizing the city manager to execute the proposed attached agreement with Cordi & Bejarano, Inc., P.S. for indigent defense (public defender) services. (See Attachment 1)

Chapter 10.101 RCW requires the city to provide effective legal representation for all indigent persons charged with a misdemeanor or gross misdemeanor offense and filed by the city with the court (the city currently contracts with the King County District Court, Auburn Branch, for court services). Cordi & Bejarano, Inc., P.S. have provided such legally required indigent defense services for the city since 2005. The city has been satisfied with their services and wish to continue contracting with them for the city’s indigent defense services.

ALTERNATIVES:
1. Do not authorize the proposed agreement for public defense services.
2. Provide alternate direction to staff.

FISCAL IMPACT: Budgeted.

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

Council member __________ moves, Council member _______________ seconds, to authorize the city manager to execute an agreement with Cordi & Bejarano, Inc., P.S., for indigent defense services, in substantial form as that attached hereto.

REVIEWED BY: City Manager, City Attorney, Finance Director, City Clerk
This Agreement is entered into between the City of Covington, a Washington municipal corporation, (“City”) and Cordi & Bejarano, Inc., P.S., a Washington professional services corporation, (“Contractor”).

I. DEFINITIONS

A. Attorney. Attorneys shall mean attorneys working for the law firm of Cordi & Bejarano, Inc., P.S., and where appropriate, shall include Rule 9 interns.

B. Contractor. Contractor shall mean the law firm of Cordi & Bejarano, Inc., P.S., and shall mean each attorney working for the Contractor.

C. Defendant. Defendant shall mean a person charged with a misdemeanor or gross misdemeanor offense that is filed by the City into the King Co. District Court, and for whom the Contractor must provide services pursuant to Section III of this Agreement.

II. DURATION OF AGREEMENT

This Agreement shall terminate on the last day of December 2020, unless extended or terminated earlier in a manner permitted by this Agreement.

III. SCOPE OF WORK AND DUTIES OF CONTRACTOR

A. Criminal Defense Representation – To Whom Provided. Except in cases in which a conflict of interest exists, Contractor shall provide criminal defense representation to the following:

   1. All defendants who are charged with a criminal offense which falls within the jurisdiction of the City of Covington, and for which the Contractor has been appointed by the City of Covington or by the King Co. District Court as attorney of record pursuant to the City’s or the Court’s determination of indigence of the defendant.

   2. All defendants who are not represented by private counsel and who appear for arraignment in the King County District Court for Covington, shall be represented in a stand-by counsel capacity.

   3. All defendants who, while in the custody of the SCORE Corrections Facility (or any other correctional facility who may contract with Covington), are not represented by private or conflict counsel, who accept representation by the Contractor, and who appear before the court.

B. Provisional and Temporary Appointments. Contractor shall provide representation of defendants at arraignment and during in-custody hearings despite the fact that Contractor may only be provisionally or temporarily appointed to represent the defendants at arraignment and during the in-custody hearings; provided, that in the event a defendant wishes to enter a plea at arraignment, the Contractor shall request that the court accept the plea only after the defendant waives the right to an attorney in manner acceptable to the court. Contractor shall not provide
representation to in-custody defendants who are present on a first appearance as the City has a contract with a separate entity for these services.

C. Representation Provided to Defendants Investigated for Driving Under the Influence (RCW 46.61.502), Driving Under Twenty-One Consuming Alcohol (RCW 46.61.503), Physical Control of a Vehicle Under the Influence (RCW 46.61.504) or Another Misdemeanor or Gross Misdemeanor.

Contractor shall be available 24 hours per day, seven days per week, by telephone for the purposes of providing representation to suspects or defendants who are in custody and under investigation for driving under the influence (RCW 46.61.502), driving under twenty-one consuming alcohol (RCW 46.61.503), physical control of a vehicle under the influence (RCW 46.61.504) or any other misdemeanor or gross misdemeanor. Contractor shall provide the SCORE Corrections Facility and Precinct 3 of the King County Sheriff’s Department with telephone numbers of its attorneys that provide direct access to the attorneys, and shall keep such telephone numbers up to date. Contractor may designate times in which specific attorneys may be reached, and shall provide the numbers of alternate attorneys if the designated attorney cannot be reached.

D. Duration of Representation of Defendant. In cases in which the Contractor is appointed as attorney of record, and unless Contractor is permitted by the court to withdraw at an earlier time, Contractor shall represent the defendant at all stages of the criminal process, from the time of appointment by the court as attorney of record through the appeals process (provided that funding for appeals beyond superior court shall be pursuant to the terms of Title 15 of the Rules of Appellate Procedure), as well as during any period in which the court retains jurisdiction over the terms and conditions of any sentence or deferral.

IV. APPEARANCES AT HEARINGS

Contractor shall appear at all hearings scheduled by the court in which it represents defendants, as well as all arraignment calendars and all in-custody calendars, except first appearances. Contractor shall ensure that defendants have a sufficient amount of time to consult with the Contractor(’s) attorney(s) prior to each defendant’s case being heard.

V. REPRESENTATION OF DEFENDANTS WHILE ON THE RECORD

Contractor shall be with and actively representing defendant at all times while defendant’s case is considered on the court record, and shall adequately inform the defendant of the developments in his or her case such that the defendant proceeds during any court hearing in a knowing, intelligent, and voluntary manner.

VI. DEFENDANT ACCESS TO CONTRACTOR

A. Contact Prior to Court Hearings. Contractor shall be available to defendants to ensure that defendants are provided with effective assistance of counsel. Defendant access to the Contractor prior to court hearings is paramount. Contractor shall endeavor to confer with defendants about cases prior to court hearings.
B. **Toll Free Calls.** Defendants shall be provided access to the Contractor by means of a toll-free local call from a telephone number made available by the Contractor.

C. **Time to Respond.** Contractor shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email, or otherwise.

D. **Local Office Required.** At all times during the term of this Agreement, Contractor shall maintain an office either within the city limits of the King County District Court, Auburn Division, and within approximately 7 miles of the City. The office of the Contractor shall accommodate confidential meetings with defendants, shall be equipped with telephone, facsimile, and internet services, shall receive adequate cellular telephone service, and shall be the location at which mail and service of process is received.

E. **Availability for and Contact with In-Custody Defendants.** Contractor shall evaluate the cases of all defendants in the custody of the SCORE Corrections Facility as they relate to the City of Covington, and shall meet with in-custody defendants as the Contractor deems appropriate for providing effective assistance of counsel.

**VII. QUALITY OF REPRESENTATION**

Contractor shall provide services in a professional and skilled manner consistent with Washington’s Rules of Professional Conduct, applicable case law, the Constitutions of the United States and Washington, and the court rules that define the duties of counsel and the rights of defendants. Contractor shall be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association on June 3, 2011. At all times during the representation of a defendant, the Contractor’s primary responsibility shall be to protect the interests of the defendant.

**VIII. QUALIFICATIONS OF CONTRACTOR ATTORNEYS – TRAINING**

A. **Qualifications.** All attorneys employed by Contractor for the purposes of providing the services called for in this contract shall, at a minimum, satisfy the minimum qualifications to practice law as established by the Washington Supreme Court; be familiar with and follow the statutes, court rules, case law and constitutional law applicable to misdemeanor criminal defense work in the state of Washington; be familiar with and abide by Washington’s Rules of Professional Conduct; be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association on June 3, 2011; be familiar with the consequences to each particular defendant of any conviction or adjudication including but not limited to jail time, financial penalties, restitution, mental health or drug and alcohol treatment obligations, license suspensions, and immigration or civil commitment implications; be familiar with mental health and substance abuse issues applicable to each defendant; be able to recognize the need for expert services including but not limited to investigators; and be able to satisfy the terms and conditions of this Agreement.

B. **Training.** For each attorney of the Contractor, a minimum of 32 of the reportable continuing legal education credits per reporting period shall be in the areas of criminal defense law, criminal process, trial advocacy, legal writing, appellate work, law practice management, or any other...
subject that, in the opinion of the Contractor, is applicable to providing criminal defense services.

IX. USE OF RULE 9 INTERNS

A. Workload of Rule 9 Interns. Contractor may employ interns qualified under Admission to Practice Rule 9 who perform work pursuant to this Agreement. Rule 9 interns shall remain under the supervision of the Contractor, and an attorney for Contractor shall remain responsible for the cases for which the Rule 9 provides services.

B. Qualifications of Rule 9 Interns. Rule 9 interns shall be required to abide by Sections VII and VIII except that Rule 9 interns shall not be required to complete the training requirements of Section VIII, and in place of the requirement to satisfy the minimum qualifications to practice law as established by the Washington Supreme Court, the Rule 9 intern must comply with the provisions of APR 9. Rule 9 interns shall be closely monitored by the more senior attorneys of the Contractor.

X. DISCOVERY TO BE PROVIDED

The City shall provide Contractor one (1) copy of all discoverable material concerning each assigned case.

XI. NUMBER OF ATTORNEYS EMPLOYED

At the time of signing this Agreement, Contractor employs one full time attorney to fulfill the terms and obligations of this contract. Contractor shall provide no less than the number of fulltime equivalent positions so as not to exceed the caseload limitations provided for in this Agreement.

XII. CASELOAD LIMITS PER FULLTIME EQUIVALENT POSITION

A. Caseload Limits in General. Contractor shall maintain a caseload such that it can provide each and every defendant effective assistance of counsel as required by this Agreement. Subject to the remaining subsections of this section, a fulltime equivalent attorney position shall be appointed to no more than 400 cases per year, or an amount as permitted by CrRLJ 3.1.

B. Case Defined. For the purposes of this section, the term “case” shall mean a group of criminal charges related to a single incident filed against a defendant to which the attorney is appointed by the court, but shall not include temporary or provisional appointments at arraignments or in-custody hearings, appointments by a court at a court hearing for that one court hearing only, and shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502, 46.61.503 or 46.61.504.

XIII. REFUSING APPOINTMENTS

Caseload Monitoring. Contractor shall continually monitor the caseload and performance of Contractor as a whole and each attorney providing services pursuant to this Agreement.
XIV. EXPERTS AND INVESTIGATORS

Contractor may retain experts and investigators of the Contractor’s choosing as deemed necessary to the effective defense of the defendant, and may apply to the court for such services pursuant to applicable court rules. Court approved fees for expert witnesses and services shall be paid by the City in addition to costs and expenses identified in Compensation section below.

XV. COSTS OF TRANSCRIPTION

The City agrees to reimburse the Contractor for all reasonable costs associated with obtaining and transcribing trial court records for appeal purposes if such costs have not been waived.

XVI. CONFLICTS OF INTEREST

Contractor shall maintain a database of client information sufficient for the Contractor to determine the existence of any conflicts of interest. In the event representation of a defendant would constitute a conflict of interest, Contractor shall take such action as is appropriate pursuant to the Rules of Professional Conduct. In the event the Contractor is disqualified or excused as counsel of record due to a conflict of interest, Contractor shall not be required to pay any compensation to another attorney assigned to represent the defendant.

XVII. INTERNAL PERFORMANCE MONITORING AND ATTORNEY SUPERVISION

A. Performance Monitoring In General. Contractor shall establish a program for managing the performance of attorneys who provide the services called for in this Agreement. The performance monitoring program shall have the purpose of ensuring that each defendant receives effective assistance of counsel, and the terms and conditions of this Agreement are met. The monitoring program shall be developed and administered by the Contractor, and shall:

1. Be actively performed and managed by a partner-level attorney of the Contractor;

2. Be continual in nature. Monitoring shall occur no less than quarterly; provided, caseload monitoring shall occur no less than weekly;

3. Monitor the caseload of the Contractor and each attorney providing services pursuant to this Agreement;

4. Monitor the performance of each employee who provides services pursuant to this Agreement;

5. Hold employees accountable for deficient performance of the services called for in this Agreement;

6. Have measures to correct the deficient performance of employees performing under this Agreement; and

7. Contain measures to develop and improve the performance of each employee providing services pursuant to this Agreement.)
B. Monitoring Program – Scope of Review. The monitoring program shall, at a minimum, be designed to review the following of each attorney or Rule 9 intern:

1. Knowledge of the law and expectations of criminal defense counsel
2. Preparation of cases
3. Responsiveness to clients
4. Effectiveness of in-court interactions with clients
5. Effectiveness in the courtroom
6. Negotiation skills and strategy
7. Attorney or Rule 9 caseload

XVIII. REMOVAL OF ATTORNEY

A. Removal by Contractor. In the event Contractor determines, through its internal performance monitoring and attorney supervision program that an attorney or Rule 9 intern working for Contractor fails to comply with the terms of this Agreement, then Contractor shall immediately take action to prevent that attorney or Rule 9 from providing the services called for in this Agreement.

B. Recommendation of Removal by City. In the event the City determines that an attorney working for the Contractor has breached this Agreement, the City may, at its sole discretion and as an alternative to termination of this Agreement, require Contractor to take action to prevent that attorney from providing the services called for in this Agreement.

XIX. REPORTS OF CONTRACTOR

Contractor shall maintain a case reporting and case management information system, and shall submit reports to the City upon demand.

B. Reports shall contain the following information:

1. Number of cases to which Contractor was appointed
2. The names of defendants to which Contractor was appointed
3. The case number
4. The date of appointment
5. The charge(s) filed against the defendant
6. The number of appellate level cases pending

C. Contactor shall not be required to compromise any attorney-client privilege when providing these reports.

XX. TERMINATION

A. For Cause. The City or the Contractor may terminate this Agreement immediately in the event the other party breaches the Agreement and such breach is not corrected to the reasonable satisfaction of the injured party in a timely manner after notice of breach has been provided to the other party. Each and every term of this Agreement is material. The failure of any party to comply with any term of this Agreement shall constitute a breach of this Agreement.

B. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party’s reasonable control such as, but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

C. Without Cause. Either party may terminate this Agreement at any time without cause upon giving the non-terminating party not less than ninety (90) days prior written notice.

XXI. CONTINUATION OF REPRESENTATION AFTER TERMINATION

In the event of termination of this Agreement, Contractor shall continue representation of defendants to whom Contractor was assigned prior to the termination until such time as another defender has been appointed to represent such defendants. Except in cases in which the Contractor is unable to provide services in conformance with this Agreement, Contractor shall not submit to the court a motion to withdraw from representing defendants to which the Contractor was assigned until such time as new counsel has submitted a motion to substitute counsel.

XXII. NON-DISCRIMINATION

Contractor shall not discriminate in the hiring of employees or the provision of services pursuant to a contract with the City.

XXIII. PROOF OF LIABILITY INSURANCE

Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described below:

A. Minimum Scope of Insurance:

1. The minimum amount of insurance required by Chapter 46.29 RCW for automobiles covering all owned, non-owned, hired and leased vehicles.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.

3. Worker’s Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional liability insurance appropriate to Public Defender’s profession.

B. Minimum Amounts of Insurance:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

XXIV. INDEMNIFICATION

Contractor shall indemnify, defend, and hold the City, its elected officials, officers, and employees harmless from any and all claims whatsoever related to or arising from the performance of the Contractor’s obligations pursuant to this Agreement, including but not limited to claims arising out of the errors and omissions of the Contractor relating to the representation or lack of representation of clients, and/or by reason of accident, injury, or death caused to any persons or property of any kind occurring during the performance or lack thereof of the work required by this Agreement, or traveling to or from any place to perform the work required by this Agreement, except to the extent they are caused by the sole negligence of the City. The failure of the Contractor to carry insurance in a quantity sufficient to defend a claim or lawsuit or cover any judgment that results shall not operate to limit the Contractor’s indemnification or defense of the City. This indemnification section shall survive the expiration or termination of this Agreement.

XXV. COMPENSATION

A. Payment for Services. The City shall provide to Contractor for services rendered under this Agreement the sum of FOUR THOUSAND FIVE HUNDRED ($4,500.00) per month. Additionally, the City shall pay $350.00 per jury trial, $500.00 per Appeal, and $250.00 per case for every case exceeding 200 within any given year. Attorney shall bill the City each month for services rendered herein. In the event this Agreement is terminated pursuant to the provisions set forth in this Agreement, the Contractor’s compensation shall be prorated based upon the number of months and portions of months which have elapsed between the commencement of the year and the effective date of termination.

B. Billing. The Contractor shall bill the City, in care of the City’s Accounts Payable Division, on the first week of the month for the monthly installment, and any transcription costs as permitted by this Agreement.
C. Payment. The City shall make payments within 30 days of receipt of Contractor's bill. Except as provided elsewhere in this Agreement, the payment set forth in this section shall be inclusive of administrative costs, support costs, and all costs associated with the conduct of the Contractor’s business.

XXVI. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or of any interest in this Agreement shall be made by either of the parties, without prior written consent of the non-assigning party.

XXVII. AGREEMENT APPLICABLE TO ALL EMPLOYEES AND VOLUNTEERS

The terms of this Agreement shall apply to all persons who are employed by, or who volunteer for, the Contractor, including but not limited to attorneys, interns, paralegals, office assistants, secretaries, and investigators.

XXVIII. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR AND NOT EMPLOYEE

This Agreement calls for the performance of the services of the Contractor as an independent contractor and Contractor will not be considered an employee of the City for any purpose. Contractor shall secure at its own expense and be responsible for any and all payment of income tax, social security, state disability insurance compensation, unemployment compensation, worker’s compensation, and all other payroll deductions for the Contractor and its officers, agents, and employees and the costs of all professional or business licenses in connection with the services to be performed hereunder. Contractor shall be solely responsible for any and all claims or lawsuits filed against Contractor by personnel employed by the Attorney related to the conditions or terms of employment by the Contractor, and the Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from any such claims or lawsuits. Contractor further agrees that its employees are not considered employees of the City for the purposes of participating in any state or federal program, including but not limited to the retirement program provided by the Washington Department of Retirement Services, and in the event that a claim is made to the contrary by any employee or volunteer of the Contractor, Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from any such claims or lawsuits and shall pay all awards ordered against the City for such claims or lawsuits.

XXIX. ADDITIONAL SERVICES

Contractor may be requested to perform additional services beyond the original scope of services as defined in section 1 of this Agreement. Such work will be undertaken only upon written authorization of the City based upon an agreed amount of compensation.

XXX. NOTICES

All notices and other written documentation shall be sent to the parties at the following addresses unless otherwise requested in writing:
City of Covington: Contractor:
Regan Bolli, City Manager Michael G. Bejarano
City of Covington Cordi & Bejarano, Inc., P.S.
16720 SE 271st Street, Ste. 100 1020 “A” St. SE, Ste. 7
Covington, WA 98042 Auburn, WA 98002

XXXI. ENTIRE AGREEMENT – AMENDMENTS

This instrument contains the entire Agreement between the parties for the contemplated work and services to commence January 1, 2019, and it may not be enlarged, modified, altered, or amended except in writing signed and endorsed by the parties.

XXXII. EFFECTIVE DATE

The terms of this Agreement shall take effect on January 1, 2019.

CITY: ATTORNEY:
City of Covington Cordi & Bejarano, Inc., P.S.

Print Name:__________________ Print Name:____________________
Title:_______________________ Title:_________________________
Dated:______________________ Dated:________________________

ATTEST:

____________________________
_____________________, City Clerk

APPROVED AS TO FORM:
SUBJECT:  DISCUSS OPTIONS FOR COUNCIL TO CONSIDER REGARDING REPUBLIC SERVICES REQUEST FOR A CEDAR GROVE TIPPING FEE AND RECYCLE PROCESSING CHARGE.

RECOMMENDED BY:  Regan Bolli, City Manager

ATTACHMENT(S):  
None

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

EXPLANATION:
At the May 28, 2019 council meeting, Republic Services made a presentation regarding recycling and the implications of the National China Sword. Staff was directed to negotiate with Republic Services regarding their request for a $0.20 rate increase due to tipping fee increases associated with Cedar Grove and a $2.96 monthly recycle processing charge for residential customers.

Since the Council meeting in May, we have requested and received additional information from Republic Services and Cedar Grove to better understand the requests. We have also utilized Jeff Brown with Epicenter Services, LLC to consult on these matters as he is an expert in this industry and he helped negotiate the contract that we currently have with Republic Services. Additionally, we have had telephone conversations and emails with Republic Services throughout this process.

In regard to the request for the $0.20 rate increase (per month) due to the tipping fee increase from Cedar Grove, staff has reviewed the request and compared that to the language in the contract. Based on that review, it was determined that the request is consistent with the contract and recommended for approval.

Regarding the request for a recycling surcharge, we have a few options that the Council can choose from based on the information reviewed and the current contract language. Those options are as follows:

Option 1 – Do Nothing
The contract explicitly says in 3.3.4 that Republic Services shall not adjust or modify rates due to changes in the value of Recyclables. See below for entirety of section (emphasis added):

The contractor shall not adjust or modify rates due to employee wage increases, or changes in the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system, or any shifts in the Contractor’s services implemented unilaterally by Contractor.
There are a number of cities that have the same contract language and have elected to not allow for an adjustment due to the changes in the value of recyclables. One of the other reasons that cities indicated not including a processing charge was the need for the solid waste haulers to do more compliance monitoring of customers to make sure that contamination of recycling is being addressed at the curb and not just trying to process out the contamination.

**Option 2 – Amend the Contract Now**

The Council can direct staff to amend the contract now and work through the different aspects of the contract that would need to be considered. One of the aspects that is being added to some contracts is a commodity value adjustment to take into account the commodity value of recyclables. This would add language that would setup a mechanism to track published market data of the value of commodities. This would allow risk/reward sharing that allows for adjustments in the rates in both the positive and negative direction.

Other aspects to be considered during a contract amendment would be the evaluation of recycling processing, on-route monitoring/compliance, contamination fees and the administrative fee.

This would likely require a few months to work out the details of the contract and does not provide short term relief for Republic Services. It would also require the City hiring a consultant to help negotiate the amendment due to the complexity of the contract.

**Option 3 – Implement Temporary Processing Charge**

During the May 28, 2019 council meeting there were discussions that any recycling processing charge would need to be shared with commercial (includes multi-family residential) customers and not just applied to residential customers. Based on this information and the fact that contamination is higher from commercial customers, a potential recycling processing charge could be 2/3 on commercial and 1/3 on residential. Since the customers and the amount/times collected from residential and commercial are not the same, it is not a straight-line extrapolation on determining the split for the recycling processing charge. Therefore, the proposed recycling processing charge would be $0.96 per month for residential (average 5% increase) and approximately $3.05 per cubic yard (average 14% increase) for commercial/multi-family.

The Council can approve a temporary recycling processing charge that is in effect for a specified period of time (i.e. 6 months, 9 months, 1 year, etc.). This would allow relief to Republic Services, provide time to monitor the commodity value market for recyclables and allow time to negotiate an amended contract. There are similar aspects that would need to be considered in this option in terms of on-route monitoring, compliance, contamination fees and the administrative fee as part of any amendment as well as the need for consultant support.

In addition, regardless of which option is chosen, there are a number of long-term decisions that Council will need to make beginning next year regarding solid waste. Since the current contract with Republic Services expires on June 30, 2022, the Council will need to make a decision next year on whether they want to exercise provisions in the contract for extension for up to four years (two 2-year extensions). If the Council elects to extend the contract, we will begin the process with Republic Services, but it will not require as much time as the alternative. If Council
decides they do not want to extend the contract with Republic Services and wants to “go out for bid” on a new solid waste contract, then the procurement process needs to begin in the Summer of 2020 in order to allow enough time to complete the process and allow the potential new hauler time to gear up for July 1, 2022.

All of the above factors (recycling commodity value, extending contract, amending contract, recycling processing charge, compliance, contamination, etc.) are all interrelated and impacted based on the long-term vision of the city regarding solid waste and recycling.

FISCAL IMPACT:
There is no direct fiscal impact to the City of Covington as the rate increase or processing charge would be directly charged to the customer.

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

Council member _______ moves, Council member ____________ seconds, to authorize the implementation of the Cedar Grove compost tipping fee of $0.20 per month per single-family residence.

Council member _______ moves, Council member ____________ seconds, to direct staff to administer Option ___ in regard to the Republic Services contract to address the recycle processing charge request.

REVIEWED BY:  City Manager, City Attorney, Finance Director
SUBJECT: CONSIDER RESOLUTION PROVIDING FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY AT AN ELECTION TO BE HELD ON NOVEMBER 5, 2019, AN ADVISORY PROPOSITION ASKING WHETHER QUALIFIED VOTERS RECOMMEND THE COVINGTON CITY COUNCIL PASS AN ORDINANCE PROHIBITING THE SALE, POSSESSION, AND DISCHARGE OF CONSUMER FIREWORKS AT ALL TIMES WITHIN THE COVINGTON CITY LIMITS; SETTING FORTH THE TEXT OF ADVISORY PROPOSITION 1; DIRECTING CITY OFFICIALS TO TAKE NECESSARY ACTIONS; AND PROVIDING FOR OTHER PROPERLY RELATED MATTERS.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. Proposed Resolution

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:
At the July 9, 2019 City Council meeting there was Council consensus to add an advisory vote to the November 5, 2019 General Election to allow the citizens to vote on whether or not fireworks should be banned in the City of Covington. Here are some statistics on citizen contact regarding fireworks in the past few years.

2017
11 asking for or inquiring about a ban
2 asking to have regulations enforced
2 thanking Council for allowing fireworks

2018
5 asking for ban

2019
17 asking for ban
2 thanking Council for allowing fireworks

The cost of a ballot measure at the General Election will likely be between $11,000 and $12,000. The cost for a special election will likely be approximately $15,000. In order to place a ballot measure on the November 5, 2019 General Election a resolution requesting the ballot measure must be submitted to King County Elections by August 6, 2019. Pro and Con committee appointments are also required to be submitted to Elections by August 6. Council could authorize the City Manager to appoint members to the pro and con committees or they could call a Special
Council Meeting prior to August 6 in order to appoint the committee members. In the event that a jurisdiction is unable to appoint committee members by the deadline, King County Elections may appoint committee members.

Explanatory statements for the 2020 General Election are due to Elections on August 9, 2019.

A ban would take effect one year after adoption. For a General Election on November 5, 2019 the ban would become effective on November 5, 2020. Council could choose to place a ballot measure on either the February or April 2020 Special Elections, which would become effective in that same month in 2021.

A resolution is attached for Council consideration.

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: __Ordinance   X  Resolution   ___Motion ___Other

Councilmember __________ moves, Councilmember ______________ seconds, to adopt a resolution providing for the submission to the qualified voters of the city at an election to be held on November 5, 2019, an advisory proposition asking whether qualified voters recommend the Covington City Council pass an ordinance prohibiting the sale, possession, and discharge of consumer fireworks at all times within the Covington city limits; setting forth the text of Advisory Proposition 1; directing city officials to take necessary actions; and providing for other properly related matters.

REVIEWED BY: City Manager; City Attorney; Finance Director.
CITY OF COVINGTON

RESOLUTION NO. 2019-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY AT AN ELECTION TO BE HELD ON NOVEMBER 5, 2019, AN ADVISORY PROPOSITION ASKING WHETHER QUALIFIED VOTERS RECOMMEND THE COVINGTON CITY COUNCIL PASS AN ORDINANCE PROHIBITING THE SALE, POSSESSION, AND DISCHARGE OF CONSUMER FIREWORKS AT ALL TIMES WITHIN THE COVINGTON CITY LIMITS; SETTING FORTH THE TEXT OF ADVISORY PROPOSITION 1; DIRECTING CITY OFFICIALS TO TAKE NECESSARY ACTIONS; AND PROVIDING FOR OTHER PROPERLY RELATED MATTERS.

WHEREAS, pursuant to RCW 70.77.136, consumer fireworks are those fireworks that may be purchased at permitted fireworks stands within the Covington city limits; and

WHEREAS, currently, under the Covington Municipal Code, consumer fireworks may be sold and purchased from 12:00 noon until 11:00 p.m. on June 28th and from 9:00 a.m. until 11:00 p.m. on each day from June 29th through July 4th. Consumer fireworks may only be discharged between 9:00 a.m. and midnight on July 4th and from 6:00 p.m. on December 31st through 1:00 a.m. on January 1st of the following year; and

WHEREAS, the Covington City Council (“Council”) recognizes that fireworks are a traditional way of celebrating national independence and the Fourth of July. The Council also recognizes risks and consequences of the discharge of consumer fireworks that may be detrimental to the public health, safety, and welfare; and

WHEREAS, the Council wishes to determine the will of the public on this issue by placing an advisory proposition on the November 5, 2019 election ballot presenting the question of whether the Council should pass an ordinance that will prohibit the sale, possession, and discharge of consumer fireworks within Covington; and

WHEREAS, the Council will consider the results of this advisory proposition when determining what action, if any, should be taken with regards to regulating the sale, possession, and discharge of consumer fireworks in Covington;

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

Section 1. Findings. The Covington City Council finds that the interests of the City of Covington will be best served by placing before the voters an advisory proposition asking voters whether the sale, possession, and discharge of consumer fireworks should be prohibited within the City of Covington.
Section 2. Calling of Election. The Council requests that the Director of Elections of King County, as ex officio Supervisor of Elections in King County (“Director of Elections”), call and conduct an election in the City, in the manner provided by law, to be held on November 5, 2019, for the purpose of submitting to the voters of the City an advisory proposition to advise the Council whether to prohibit the sale, possession, and discharge of consumer fireworks within the Covington city limits. This vote is advisory only, and the Council will not be legally bound by its results but will carefully consider the results in making any decision regarding fireworks.

Section 3. Ballot Proposition. The City Clerk is authorized and directed to certify, no later than August 6, 2019, to the Director of Elections, a copy of this resolution and the following advisory proposition to be submitted to the qualified voters at that election, in substantially the following form:

CITY OF
COVINGTON, WASHINGTON
ADVISORY PROPOSITION 1
SALE, POSSESSION, AND DISCHARGE OF CONSUMER
FIREWORKS IN THE CITY OF COVINGTON

The Covington City Council is calling for an advisory election to determine whether the sale, possession, and discharge of consumer fireworks should be prohibited in the City of Covington.

Should the sale, possession, and discharge of consumer fireworks be prohibited in the City of Covington?

YES ............................................................ □

NO ............................................................. □

For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the Council hereby designates the City Clerk as the individual to whom such notice should be provided. The City Clerk, in consultation with the City Attorney, is authorized to approve changes to the ballot title, if any, deemed necessary by the Director of Elections.

The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener’s or clerical errors, references, resolution numbering, section/subsection numbers, and any reference thereto.

The proper City officials are authorized to perform such duties as are necessary or required by law to submit this advisory proposition to Covington voters at the November 5, 2019 election.

Section 4. Voters’ Pamphlet. The Council finds and declares it to be in the best interests of the City to have information regarding this advisory proposition included in local voters’ pamphlets, and authorizes the appropriate costs thereof to be charged to and paid by the City, and further authorizes and directs the City Attorney and City Clerk to provide such information to the Director of Elections and to take such other actions as may be necessary or appropriate to that end.
Section 5. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be severable from the remaining provisions and shall in no way affect the validity of the other provisions.

Section 7. Effective Date. This resolution shall be effective immediately after its adoption in the manner provided by law.

Section 8. Ratification of Prior Acts. Any action taken consistent with the authority and prior to the effective date of this resolution is hereby ratified, approved, and confirmed.

PASSED in open and regular session of the City of Covington on this 23rd day of July 2019.

______________________________
Jeff Wagner, Mayor

ATTESTED:

______________________________
Sharon Scott, City Clerk

APPROVED AS TO FORM:

______________________________
Kathy Hardy, City Attorney
CERTIFICATION

I, the undersigned, City Clerk of the City of Covington, hereby certify as follows:

1. The foregoing Resolution No._____ (“Resolution”) is a full, true, and correct copy of the Resolution passed at a regular meeting of the City Council on July 23, 2019; and

2. A quorum of the members of the City Council was present throughout the meeting and enough members of the City Council present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of July 2019.

CITY OF COVINGTON

__________________________________
Sharon Scott, City Clerk
DISCUSSION OF FUTURE AGENDA ITEMS:

6:20 p.m., Tuesday, August 13, 2019 Special Meeting
Interviews for CEDC & Planning Commission Continued

7:00 p.m., Tuesday, August 13, 2019 Regular Meeting

(Draft Agenda Attached)
Council will interview Economic Development Council and Planning Commission applicants beginning at 6:20 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Proclamation for National Recovery Month (Dan Floyd, Care Coordination & Recovery Section Manager)
- Presentation on King County Solid Waste Comprehensive Plan (King County Staff)
- Update on Safe Car Parking (Andrea Mendoza, St. John the Baptist Catholic Church)

RECEPTION FOR CITIZEN AND HONORARY CITIZEN OF THE YEAR

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

APPROVE CONSENT AGENDA
C-1. Minutes (Scott)
C-2. Vouchers (Parker)

NEW BUSINESS
1. Consider Appointments to Planning Commission (City Council)
2. Consider Appointments to Covington Economic Development Council (City Council)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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