CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, October 26, 2021
7:00 p.m.

Telephonically/Virtually
via Zoom Platform

Note: A Special Meeting – Joint Study Session with the Parks and Recreation Commission is scheduled from 6:00 to 7:00 p.m.

This city council regular meeting will be held telephonically and virtually in compliance with state executive and legislative actions responding to the COVID-19 emergency.

The City Council Regular Meeting will be held as follows:
Join Online: https://us02web.zoom.us/j/81377925075?pwd=QU45NE9zVFBtN3FMM1VNQytzQXJEUT09
Passcode: 10-26Cov

Join by Telephone: 253-215-8782
Webinar ID: 813 7792 5075
Passcode: 68446787

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

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: September 28, 2021 Special (Interviews) and Regular Meeting Minutes; October 8 and 9, 2021 Vision, Mission, and Goals Workshop Minutes (Michaud)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Execute Professional Services Agreement with BERK Consulting for On-Call Planning Support Services (Thompson)
C-4. Final Acceptance of Forest Crest Estates Pond Restoration Project (Goranson)

REPORTS OF COMMISSIONS

- Arts Commission
- Economic Development Council

- Equity, Cultural, and Social Justice Commission
- Human Services Commission
- Parks & Recreation Commission
- Planning Commission
- Youth Council

PUBLIC HEARING

1. Receive Public Comment and Presentation from Staff Regarding 2022 Revenue Sources and Possible Increase in Property Tax Revenues (Parker)

NEW BUSINESS

2. Council Appointments to Regional Forums (Council)
3. Review the Proposed 2022 Legislative Priorities and Policies (Bolli)
4. Presentation of the Aquatic/Recreation Center Feasibility Study by ALSC Architects (Keough)
5. Discussion of American Rescue Plan Act (ARPA) (Bolli/Parker)
6. Republic Services 2022 Rate Increase Update (Vondran)
7. Consider Resolution to Ratify and Confirm the City of Covington Proclamation of Public Works Emergency and Order No. 01-2021, Executed by the City Manager on October 12, 2021 (Orthmann)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT See guidelines above in first public comment section

EXECUTIVE SESSION

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

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: APPROVAL OF MINUTES: SEPTEMBER 28, 2021 CITY COUNCIL SPECIAL (INTERVIEWS) AND REGULAR MEETING MINUTES; OCTOBER 8 AND 9, 2021 VISION, MISSION, AND GOALS WORKSHOP MINUTES

RECOMMENDED BY: Joan Michaud, City Clerk

ATTACHMENT(S): Proposed Minutes.

PREPARED BY: Joan Michaud, City Clerk

CITY COUNCIL ACTION: _____Ordinance _____ Resolution __X__ Motion _____ Other

Councilmember _____ moves, Councilmember _____ seconds, to approve the September 28, 2021 City Council Special (Interviews) and Regular Meeting Minutes; October 8 and 9, 2021 Vision, Mission, and Goals Workshop Minutes.

City of Covington
Special and Regular City Council Meeting Minutes
Tuesday, September 28, 2021

NOTE: *This city council regular meeting will be held telephonically and virtually in compliance with state executive and legislative actions responding to the COVID-19 emergency.*

INTERVIEWS: The Council conducted interviews for the Youth Council Commission from 5:40 p.m. to 6:51 p.m. Applicants interviewed: Freddy Castillo Gonzalez and Michelle Makhija.

The Regular Meeting of the City Council of the City of Covington was called to order Tuesday, September 28, 2021, at 7:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Elizabeth Porter, Kristina Soltys, and Sean Smith.

COUNCILMEMBERS ABSENT:
Jared Koukal.

STAFF PRESENT:
City Manager Regan Bolli, Covington Police Chief Megan Roberts, Parks and Recreation Director Ethan Newton, Public Works Director Don Vondran, Finance Director Casey Parker, City Attorney Mark Orthmann, Desktop Support Technician Keith Drury (in person), and Executive Assistant/Deputy City Clerk Krista Bates.

All attendees present via Zoom except as noted.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

Council Action: Mayor Pro Tem Smith moved and Councilmember Porter seconded to excuse Councilmember Koukal. Vote: 6-0. Motion carried.

APPROVAL OF AGENDA:
The agenda was approved as presented.

PUBLIC COMMUNICATION:
- King County Councilmember Reagan Dunn gave the Annual State of the County Presentation. Councilmembers provided comments and asked questions and Councilmember Dunn provided responses.
- Victoria Throm accepted the October 2021 Domestic Violence Awareness Month Proclamation.
- Deputy Chief Aaron Tyerman accepted the October 3–9, 2021 Fire Prevention Week Proclamation.

- Chief Megan Roberts accepted the October 17-23, 2021 Safe Schools Week Proclamation.
- KCSO Legal Advisor Erin Overbey and KCSO Operations Chief Jesse Anderson discussed the new legislation affecting law enforcement. Councilmembers provided comments and asked questions, and Ms. Overbey and Chief Anderson provided responses.

PUBLIC COMMENT:
Mayor Wagner called for public comments from the public attending via Zoom.

The following person spoke: Chuck Ijadi, Covington resident and member of Equity, Cultural, and Social Justice Commission.

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

APPROVE CONSENT AGENDA:
C-1. Vouchers: Vouchers #42739 - #42784, including ACH payments and electronic funds transfers in the amount of $117,445.66 dated September 10, 2021; and Paylocity Payroll Voucher #1014403298 - #1014403305 inclusive, plus employee direct deposits and wire transfers, in the amount of $223,655.82, dated September 17, 2021.

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:
Arts Commission – Chair Marita Benedict gave the report.
Economic Development Council – No report.
Equity, Cultural, and Social Justice Commission – Chuck Ijadi gave the report.
Human Services Commission – Chair Debbie Jacobson provided a report via email.
Parks & Recreation Commission – Chair Laura Morrissey gave the report.
Planning Commission – No report.
Youth Council – No report.

NEW BUSINESS:
1. Considered Appointments to Youth Council.

Council Action: Councilmember Harjehausen moved and Councilmember Porter seconded to appoint Freddy Castillo Gonzalez to fill Position No. 6 on the Youth Council with a term expiring upon graduation, June 30, 2022. Vote: 6-0. Motion carried.

Council Action: Councilmember Harjehausen moved and Councilmember Cimaomo seconded to appoint Michelle Makhija to fill an opening on the Youth Council with a term expiring upon graduation, June 30, 2023. Vote: 6-0. Motion carried.

2. Consider Ordinance Adding a New Chapter 3.90 to the Covington Municipal Code Establishing a Leasehold Excise Tax.

Finance Director Casey Parker gave the staff report on this item.

ORDINANCE NO. 10-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON ADOPTING A LEASEHOLD EXCISE TAX; ADDING A NEW CHAPTER 3.90 TO THE COVINGTON MUNICIPAL CODE; ESTABLISHING PENALTIES FOR VIOLATIONS THEREOF; AUTHORIZING A CONTRACT WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE FOR THE ADMINISTRATION AND COLLECTION OF THE TAX; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Cimaomo moved and Councilmember Soltys seconded to approve Ordinance No. 10-2021 establishing a leasehold excise tax and authorizing the city manager to contract with the Washington State Department of Revenue for the administration and collection of the tax. Vote: 6-0. Motion carried.

3. Consider Resolution to Ratify the Water Resource Inventory Area 9 (WRIA 9) Salmon Habitat Plan 2021 Update.

Matt Goehring, Salmon Recovery Manager for WRIA 9, gave the presentation on this item.

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

RESOLUTION NO. 2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RATIFYING THE GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED SALMON HABITAT PLAN 2021 UPDATE.

Council Action: Councilmember Harjehausen moved and Councilmember Porter seconded to adopt Resolution No. 2021-09 to ratify the Water Resource Inventory Area 9 Salmon Habitat Plan 2021 Update. Vote: 6-0. Motion carried.

4. Discuss Council Rule 8.5 Regarding Councilmembers Attending Meetings of City Commissions.

City Manager Regan Bolli gave the staff report on this item.

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

There was council consensus to leave the council rule as it currently stands.

5. Pre-delegate Authority to City Manager to Execute Contracts for Deferred Street Maintenance Utilizing Transportation Benefit District Funds.

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

Council Action: Councilmember Cimaomo moved and Councilmember Porter seconded to authorize the delegation of council authority to the city manager to execute deferred maintenance contracts for asphalt repair, sidewalk panel replacement, and sidewalk grinding, if the total for the contracts is less than the existing budget for deferred street maintenance. Vote: 6-0. Motion carried.

FUTURE AGENDA ITEMS:
Council discussed future agenda items.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

Council Action: Councilmember Cimaomo moved and Mayor Pro Tem Smith seconded to extend the meeting by 15 minutes. Vote: 6-0. Motion carried.

PUBLIC COMMENT:
Mayor Wagner called for public comments from the public attending via Zoom.

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 10:01 p.m.

_____
Joan Michaud
City Clerk

City of Covington
City Council Special Meeting – Vision, Mission, and Goals Workshop Minutes
Friday, October 8, 2021

NOTE: *In compliance with state and legislative and executive actions responding to the COVID-19 emergency, this city council special meeting will be held in a hybrid format with in-person, telephonic, and virtual options for public viewing and participation.*

The Special Meeting for the Vision, Mission, and Goals Workshop was called to order, Friday, October 8, 2021, at 1:00 p.m. with Facilitator Lawrence Greenspun of the Drucker Institute presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Jared Koukal, Elizabeth Porter, Kristina Soltys (virtual via Zoom), and Sean Smith.

STAFF PRESENT:
Regan Bolli, City Manager; Megan Roberts, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Salina Lyons, Community Development Director; Casey Parker, Finance Director; and Krista Bates, Executive Assistant/Deputy City Clerk.

COMMISSIONERS PRESENT:
Laura Morrissey, Parks & Recreation Commission Chair; Marita Benedict, Arts Commission Chair; Lydia Faitalia, Human Services Commissioner, Jonathan Ingram, Planning Commission Chair (virtual via Zoom); Bronwyn Thomas, Equity, Cultural, and Social Justice Commission; Josh Lyons, Covington Economic Development Council (CEDC) Co-Chair; Fredy Castillo Gonzalez, Naomi Kuria, Michelle Makhija, and Elizabeth Ramirez, Youth Council members.

ITEMS FOR DISCUSSION:
Part 1: Mission (and Objectives)

- A public sector case study from the City of South Bend, Indiana, was presented to illustrate "Why Mission Matters." The point made was that the mission serves as a kind of bull's eye toward which all organizational efforts are pointed. Without that specific target—there is no sense of direction and the organization is left merely "doing stuff" as compared to aligning resources and efforts toward a specific known and shared purpose.

- The case study provided a method for reaching mission-centered alignment across an organization that makes the connection between the work being done by the organization, the objectives that work is designed to achieve, and the mission those objectives reflect.

- The team then followed the steps outlined in the case study through an online collaboration platform called Miro, working in small groups that reported out to the full team, to establish a draft of the objectives the city will pursue to achieve its mission, as well as the draft mission itself. A small team of volunteers will "wordsmith" the mission statement and

objectives in the aftermath of the workshop and offer several final draft mission statements to the full team for feedback before a final mission statement and objectives are determined.

- A process for linking Key Performance Indicators (KPIs) to each step in the Mission—Objectives—Work process was shared for future implementation as a way to track results and outcomes to indicate the degree to which the mission and objectives are being met.

ADJOURNMENT:
The facilitator ended the meeting at 4:00 p.m.

_____
Joan Michaud, City Clerk

City of Covington
City Council Special Meeting – Vision, Mission, and Goals Workshop Minutes
Saturday, October 9, 2021

NOTE: *In compliance with state and legislative and executive actions responding to the COVID-19 emergency, this city council special meeting will be held in a hybrid format with in-person, telephonic, and virtual options for public viewing and participation.*

The Special Meeting for the Vision, Mission, and Goals Workshop was called to order, Saturday, October 9, 2021, at 9:00 a.m. with Facilitator Lawrence Greenspun of the Drucker Institute presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Elizabeth Porter, Kristina Soltys (virtual via Zoom), and Sean Smith.

COUNCILMEMBERS ABSENT:
Jared Koukal.

STAFF PRESENT:
Regan Bolli, City Manager; Megan Roberts, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Salina Lyons, Community Development Director; Casey Parker, Finance Director; and Krista Bates, Executive Assistant/Deputy City Clerk.

COMMISSIONERS PRESENT:
Laura Morrissey, Parks & Recreation Commission Chair; Marita Benedict, Arts Commission Chair; Lydia Faitalia, Human Services Commissioner, Jonathan Ingram, Planning Commission Chair (virtual via Zoom); Bronwyn Thomas, Equity, Cultural, and Social Justice Commission; Josh Lyons, Covington Economic Development Council (CEDC) Co-Chair; Catey Lantz, Youth Council member.

ITEMS FOR DISCUSSION:
Part 2: Vision (and Goals)

- A vision statement was presented as what we would see if/when the mission was met. It was linked to a series of short statements that would constitute the details of that vision, and it was left to the participants to decide if these might best be described as "goals."

- As a preliminary exercise to prompt thinking for the vision statement work, participants were asked to consider Peter Drucker's Legacy Question (What do you want to be remembered for?) on three levels: as individuals, as a city government, and as a city. Responses were shared as a kind of groundwork for the vision statement.

- Small groups then worked on a series of three exercises to establish the fundamental elements of the vision statement (These fundamental elements representing the "goals" described above). The first of the three exercises involved participants drawing literal pictures of what would be seen if the mission were achieved. The second exercise involved

the creation of "headlines" that would appear in a local newspaper if the mission were achieved. And the third exercise involved participants creating a tic-tac-toe board of key metrics, results, and outcomes (quantitative measurements) that will be reached when the mission is achieved.

- The small groups presented their best arguments from these exercises for what should be included in the vision statement, and the full team used a kind of voting system to narrow down the vision statement key elements/goals.

- These materials were all used to draft a preliminary vision statement and goals. A small team of volunteers will "wordsmith" the vision statement and goals in the aftermath of the workshop and offer several final drafts to the full team for feedback before a final vision statement and goals are determined.

- In a closing exercise, participants were encouraged to share one hope, one concern, and one question they have in the aftermath of the workshop, as well as one action they are going to take.

ADJOURNMENT:
The facilitator ended the meeting at 12:00 p.m.

_____
Joan Michaud, City Clerk

Consent Agenda Item C-2

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers #42844 - #42884, including ACH payments and electronic funds transfers in the amount of $1,579,668.41 dated October 8, 2021; and Paylocity Payroll Voucher #1014536465 - #1014536470 inclusive, plus employee direct deposits and wire transfers, in the amount of $222,355.60, dated October 15, 2021.

PREPARED BY: Casey Parker, Finance Director

CITY COUNCIL ACTION: _____Ordinance _____ Resolution __X__ Motion _____Other

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #42844 - #42884, including ACH payments and electronic funds transfers in the amount of $1,579,668.41 dated October 8, 2021; and Paylocity Payroll Voucher #1014536465 - #1014536470 inclusive, plus employee direct deposits and wire transfers, in the amount of $222,355.60, dated October 15, 2021.

Consent Agenda Item C-3

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BERK CONSULTING, INC. FOR ON-CALL PLANNING SUPPORT SERVICES.

RECOMMENDED BY: Salina Lyons, AICP, Community Development Director

ATTACHMENTS:

1. Original Professional Services Agreement CAG 011-2019
2. Amendment No. 3
3. Standard Rates by Title
4. Professional Services Agreement

PREPARED BY: Kelly Thompson, Permit Center Manager
Dafne Hernandez, Assistant Planner

EXPLANATION:
BERK Consulting, Inc. has provided professional on-call planning support services to the city since 2016. Council authorized the city's contract, CAG 011-2019, with BERK on January 28, 2019 (Attachment 1). On December 10, 2019, the city council authorized the city manager to execute an amendment to extend this agreement with a budget of $30,000 through the end of 2020. On August 3, 2020, the City Council authorized the city manager to execute a second amendment to increase the 2020 budget to $60,000 (not to exceed) in 2020. On January 12, 2021, the city council authorized the city manager to execute a third amendment to extend the term of the agreement through 2021, with a budget of $50,000 (not to exceed) in 2021. The amendment also included an updated Standard Billing Rates 2021 to update the time and expense rate charged by BERK for their reviews in 2021.

Staff is recommending that the city council authorize the city manager to execute a new one-year agreement for professional services with BERK Consulting, Inc., to extend the term for an amount not to exceed $55,000 per year for those tasks and projects included in the original agreement's scope of work (Attachment 1). BERK has elected to retain the 2021 rates for the time and expense rates charged for their reviews. (Attachment 3)

FISCAL IMPACT:
The 2022 proposed budget includes $55,000 to be paid to BERK per this contract in the base budget.

CITY COUNCIL ACTION: _____Ordinance _____Resolution __X__Motion ____Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the city manager to authorize the city manager to

execute a Professional Service Agreement with BERK Consulting, Inc. for on-call planning support services in substantial form as presented.

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

City of Covington
Agreement No.
011-2019

CONSULTANT SERVICES AGREEMENT
between the City of Covington and
BERK Consulting, Inc.

THIS AGREEMENT is made between the City of Covington ("City"), a Washington municipal corporation, and BERK Consulting, Inc. ("Consultant"), a limited liability company.

I. DESCRIPTION OF WORK. Consultant shall perform services for the City as described in the attached Exhibit A. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TERM OF AGREEMENT. The parties agree that work will begin on the tasks described in Section I upon the effective date of this Agreement, and Consultant shall complete the work by December 31, 2019. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

III. COMPENSATION. The City shall pay the Consultant, based on time and materials, a total amount not to exceed $20,000 for the services described in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this agreement. The Consultant shall invoice the City monthly based on time and materials incurred during the preceding month. All hourly rates charged shall remain locked at the negotiated rates throughout the term of this Agreement. The Consultant's billing rates shall be as delineated in Exhibit B.

If sufficient funds are not appropriated or allocated for payment under this agreement for any future fiscal period, the City shall notify the Contractor and the City shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with RCW Chapter 51.08, the parties make the following representations:

A. The Consultant controls and directs the performance and details of its work, the City being interested only in the results obtained under this Agreement.

B. The Consultant maintains and pays for its own place of business from which Consultant's services under this Agreement will be performed.

C. The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Consultant's services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Consultant is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

E. The Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Consultant's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

F. The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

V. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days' written notice at its address set forth on the signature block of this Agreement. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In all Consultant services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Consultant and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and may result in ineligibility for further City agreements.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

In the event Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant's part, then Consultant shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Consultant's part.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as follows:

A. **Workers' compensation and employer's liability insurance** in amounts sufficient pursuant to the laws of the State of Washington;

B. **Commercial general liability insurance** covering liability arising from premises, operations, independent Consultants, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than $1,000,000 each occurrence, $2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.

C. **Automobile liability insurance** covering all owned, non-owned, hired and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form

providing equivalent liability coverage with combined single limits of liability not less than $1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Consultant's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

IX. COMPLIANCE WITH LAWS. Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now in effect or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request.

XI. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Any written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Public Records Act. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56 and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

H. City Business License Required. Prior to commencing the tasks described in Section I, Consultant agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.

I. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the

signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

CONSULTANT:	**CITY OF COVINGTON:**
By: Lisa Grueter *(signature)* Print Name: Lisa Grueter Its: Principal *(title)* DATE: 01/24/2019	By: _____ *(signature)* Print Name: Regan Bolli Its: City Manager DATE: 1-28-19

NOTICES TO BE SENT TO: **CONSULTANT:**	**NOTICES TO BE SENT TO:** **CITY OF COVINGTON:**
Lisa Grueter BERK Consulting, Inc. 2200 Sixth Avenue, Suite 1000 Seattle, WA 98121 206-493-2367 (telephone)	Krista Bates City of Covington 16720 SE 271st Street, Suite 100 Covington, WA 98042 (253) 480-2400 (telephone) (253) 480-2401 (facsimile)

Covington On-Call Planning Services

Scope of Services | 2019-2020

Project Understanding

The City of Covington desires on-call planning services by BERK Consulting (the Consultant) to advise the Community Development Department regarding the Comprehensive Plan, subarea plans, State Environmental Policy Act (SEPA) evaluation and Planned Action Ordinance (PAO) implementation or amendment, and code application, implementation, or amendment as appropriate.

Exhibit A: Scope of Services

The Consultant will assist the Community Development Department with planning, policy, and analysis for work plan items, including, but not limited to:

1. Support staff with evaluation of the Lakepointe Urban Village Planned Action Ordinance (PAO), Planned Action SEPA reviews, and consistency reviews of Implementing Projects with the Development Agreement addressing peer reviews of Applicant proposals, including but not limited land use, site development, infrastructure, and associated permitting proposals.
2. Review of the Planned Action Ordinance pursuant to Section IV of the PAO 02-2017.
3. Support with monitoring consistency with PAO with future development proposals and any possible amendments to the PAO.
4. Staff support for any technical assistance regarding monitoring and tracking Puget Sound Regional Council activities that could affect Covington (e.g. updates to Transportation 2040, Vision 2040, Policy Framework, 2050 horizon, 2050 Regional Growth Strategy for SEPA etc.).
5. Provide support to staff in the preparation, peer review, or evaluation of City Comprehensive Plan docket or code amendment items.
6. Support staff with SEPA review and evaluation as requested.
7. Other potential services as requested (optional and ongoing) by the Community Development Department.

Exhibit B: Rates

The scope will be implemented on a time and materials basis applying the rates on the following page. Prior to executing a requested task, the Consultant will provide in writing the expected level of effort for the task in relation to the contract budget, and City staff will confirm the level of effort and budget in writing prior to the Consultant completing the task.

BERK Consulting, Inc.
STANDARD BILLING RATES - 2019

Allegra Calder	Principal	$250.00
Brian Murphy	Principal	$250.00
Lisa Grueter	Principal	$210.00
Kevin Ramsey	Associate Principal	$180.00
Andrew Bjorn	Senior Associate II	$165.00
Erika Rhett	Senior Associate II	$165.00
Vivien Savath	Senior Associate II	$165.00
Michele Eakins-TeSelle	Senior Associate I	$155.00
Kevin Gifford	Senior Associate I	$155.00
Jason Hennessy	Senior Associate I	$155.00
Kristin Maldt	Senior Associate I	$155.00
Claire Miccio	Senior Associate I	$155.00
Radhika Sasikumar Nair	Senior Associate I	$155.00
Jessica Hartmann	Associate III	$140.00
Sherrie Hsu	Associate II	$135.00
Jescelle Major	Associate II	$135.00
Benjamin Silver	Associate II	$135.00
Emily Walton Percival	Associate II	$135.00
Bryce Anderson	Associate I	$115.00
Natasha Dunlap	Associate I	$115.00
Patricia Taylor	Project Associate	$90.00

Direct non-salary costs:		
Mileage	$0.58	per mile
Prints - B/W	$0.10	per page
Prints - Color	$0.35	per page
Prints - Large Format (34"x44")	$28.50	per page
Printing - Small Format (22"x44")	$13.00	each page

City of Covington
Agreement No.
_____

AMENDMENT NO. 3 TO
CONSULTANT SERVICES AGREEMENT CAG011-2019
between the City of Covington and
BERK Consulting, Inc.

This Amendment ("Amendment No. 3") is made between the City of Covington, a Washington municipal corporation ("City"), and BERK Consulting, Inc., a limited liability company ("Contractor"). The City and Contractor (together "Parties"), for valuable consideration and by mutual consent of the Parties, agree to amend the original City of Covington Consultant Services Agreement ("Agreement") dated effective January 28, 2019, as amended by Amendment Nos. 1 and 2, as follows:

I. **AMENDED TERM.** The term of the Agreement, as referenced by Section II of the Agreement and any prior amendments thereto, shall be amended and shall continue until the completion of the Services, but in any event no later than December 31, 2021 ("Amended Term").

II. **AMENDED COMPENSATION. The** amount of compensation, as referenced by Section III of the Agreement, shall be amended to pay an additional amount not to exceed $50,000 in the year 2021. The total amount payable to Contractor pursuant to the original Agreement, all previous amendments, and this Amendment, shall be an amount not to exceed $130,000. The rate or method of payment, shall be amended as set forth in Exhibit B-3, attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Amended Term. Except as otherwise provided in an attached Exhibit, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

III. **GENERAL PROVISIONS.** All other terms and provisions of the Agreement, together with any prior amendments thereto, not modified by this Amendment, shall remain in full force and effect. The Parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the Parties below execute this Amendment, which shall become effective on the last date entered below. All acts done by either Party prior to the effective date of this Amendment, which are consistent with the authority of this Amendment, the Agreement, and all prior amendments, are ratified and affirmed, and the terms of the Agreement as amended shall be deemed to have applied.

[Signature Page Follows]

CONTRACTOR:	**CITY OF COVINGTON:**
By: Lisa Grueter *(signature)* Print Name: Lisa Grueter Its: Principal *(title)* DATE: 01/05/2021	By:  *(signature)* Print Name: Regan Bolli Its: City Manager DATE: 1/13/2021

BERK Consulting, Inc.
STANDARD BILLING RATES - 2021

Principal	$250.00
Associate Principal II	$200.00
Associate Principal I	$185.00
Senior Associate II	$170.00
Senior Associate I	$160.00
Associate III	$145.00
Associate II	$140.00
Associate I	$120.00
Project Associate	$95.00

Direct non-salary costs:

Mileage	$0.56	per mile
Prints - B/W	$0.10	per page
Prints - Color	$0.35	per page
Prints - Large Format (34"x44")	$28.50	per page
Printing - Small Format (22"x44")	$13.00	each page

BERK Consulting, Inc.
STANDARD BILLING RATES - 2021

ATTACHMENT 3

Principal	$250.00
Associate Principal II	$200.00
Associate Principal I	$185.00
Senior Associate II	$170.00
Senior Associate I	$160.00
Associate III	$145.00
Associate II	$140.00
Associate I	$120.00
Project Associate	$95.00

Direct non-salary costs:

Mileage	$0.56	per mile
Prints - B/W	$0.10	per page
Prints - Color	$0.35	per page
Prints - Large Format (34"x44")	$28.50	per page
Printing - Small Format (22"x44")	$13.00	each page

City of Covington
Agreement No.
_____

PROFESSIONAL SERVICES AGREEMENT
between the City of Covington and
BERK Consulting, Inc.

This Professional Services Agreement ("Agreement") is made between the City of Covington ("City"), a Washington municipal corporation, and BERK Consulting, Inc., ("Contractor"), a limited liability company, also individually referred to as a "Party" and together as the "Parties." The Parties agree as follows:

I. DESCRIPTION OF SERVICES.

Contractor shall perform the following services for the City: Perform hearing examiner services on behalf of the citizens of Covington as more specifically described in Exhibit A (the "Services"), which is attached hereto and incorporated by this reference.

A. Contractor represents that the Services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services shall begin immediately upon the effective date of this Agreement.

B. The Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality, or the ease of its discovery.

II. TERM OF AGREEMENT.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services specified in this Agreement, but in any event no later than December 31, 2022 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Parties.

III. COMPENSATION.

The City shall pay Contractor a total amount not to exceed $55,000 for the Services described in this Agreement. The Contractor shall provide its W-9 to the City concurrent with the execution of this Agreement. The Contractor shall invoice the City monthly based on time and materials incurred during the preceding month. The method of compensation for Contractor's services shall be as delineated in the attached and incorporated Exhibit B. All rates and/or other methods of compensation shall remain locked at the negotiated rates throughout the Term of this Agreement. Except as otherwise provided in B, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance of Services and payment under this Agreement.

If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

IV. INDEPENDENT CONTRACTOR.

The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of this Agreement. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Services specified in this Agreement and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services. The Contractor shall pay all income and other taxes due except as specifically provided in Section III of this Agreement. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

V. TERMINATION.

Either Party may terminate this Agreement, with or without cause, upon providing the other Party thirty (30) days' written notice to the addresses set forth in the signature block of this Agreement. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

VI. DISCRIMINATION.

In all Contractor services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Contractor and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and may result in ineligibility for further City agreements.

VII. INDEMNIFICATION.

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

VIII. INSURANCE.

A. Insurance Term. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, its agents, representatives, or employees.

B. No limitation. The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an

additional insured under the Contractor's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

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 $2,000,000 each occurrence, $2,000,000 general aggregate.

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

E. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the Services.

H. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

J. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial

General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

IX. COMPLIANCE WITH LAWS AND CONTRACTOR'S WORK AND RISK.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those Services. All Services shall be performed at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Contractor will be safeguarded by the Contractor. Contractor shall make such data, documents, and files available to the City upon the City's request.

XI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach and Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity, or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all its own legal costs and attorney's fees incurred in defending or bringing such

claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the Parties at the email and/or physical addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Email notice shall become effective at the date and time it is received by the City. Any physical written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.

D. Assignment. Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void.

E. Interpretation and Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement**.** The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

G. Public Records Act. The Contractor acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56, and documents, notes, emails, and other records prepared or gathered by the Contractor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Contractor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

H. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.

I. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

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[Signature Page Follows]

CONTRACTOR:	**CITY OF COVINGTON:**
By:_____ *(signature)* Print Name:_____ Its:_____ *(title)* DATE:_____	By:_____ *(signature)* Print Name: Regan Bolli Its: City Manager DATE:_____

NOTICES TO BE SENT TO: **CONTRACTOR:**	**NOTICES TO BE SENT TO:** **CITY OF COVINGTON:**
Lisa Grueter BERK Consulting, Inc. 2200 Sixth Avenue, Suite 1000 Seattle, WA 98121 206-493-2367 (telephone)	Salina Lyons, Community Development Director City of Covington 16720 SE 271st Street, Suite 100 Covington, WA 98042 (253) 480-2400 (telephone) slyons@covingtonwa.gov

EXHIBIT A
SCOPE OF SERVICES

Project Understanding

The City of Covington desires on-call planning services by BERK Consulting (the Consultant) to advise the Community Development Department regarding the Comprehensive Plan, subarea plans, State Environmental Policy Act (SEPA) evaluation and Planned Action Ordinance (PAO) implementation or amendment, and code application, implementation, or amendment as appropriate.

Exhibit A: Scope of Services

The Consultant will assist the Community Development Department with planning, policy, and analysis for work plan items, including, but not limited to:

1. Support staff with evaluation of the Lakepointe Urban Village Planned Action Ordinance (PAO), Planned Action SEPA reviews, and consistency reviews of Implementing Projects with the Development Agreement addressing peer reviews of Applicant proposals, including but not limited land use, site development, infrastructure, and associated permitting proposals.
2. Review of the Planned Action Ordinance pursuant to Section IV of the PAO 02-2017.
3. Support with monitoring consistency with PAO with future development proposals and any possible amendments to the PAO.
4. Staff support for any technical assistance regarding monitoring and tracking Puget Sound Regional Council activities that could affect Covington (e.g. updates to Transportation 2040, Vision 2040, Policy Framework, 2050 horizon, 2050 Regional Growth Strategy for SEPA etc.).
5. Provide support to staff in the preparation, peer review, or evaluation of City Comprehensive Plan docket or code amendment items.
6. Support staff with SEPA review and evaluation as requested.
7. Other potential services as requested (optional and ongoing) by the Community Development Department.

EXHIBIT B

BERK Consulting, Inc.
STANDARD BILLING RATES - 2021

Principal	$250.00
Associate Principal II	$200.00
Associate Principal I	$185.00
Senior Associate II	$170.00
Senior Associate I	$160.00
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Prints - B/W	$0.10	per page
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Prints - Large Format (34"x44")	$28.50	per page
Printing - Small Format (22"x44")	$13.00	each page

Consent Agenda Item C-4

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: FINAL ACCEPTANCE OF FOREST CREST ESATES POND RESTORATION PROJECT.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Final Contract Voucher Certificate
2. Notice of Completion of Public Works Contract

PREPARED BY: Gage Goranson, Engineering Technician

EXPLANATION:
On September 8, 2021, council approved the award of the project to restore the Forest Crest Estates Pond to as-built condition as well as add a new pond sign. The contract awarded was in the amount of $43,456.32.

The project was completed in October of this year in the amount of $43,456.32.

City staff deems the project work to have been satisfactorily completed and recommends that the council accept the project as complete.

FISCAL IMPACT:
The project was completed on budget. The breakdown of the expenditures are as follows:

Forest Crest Estates Pond Restoration		
Expenditures:	**Construction Award**	**$43,456.32**
	Total Expenditures	**$43,456.32**

CITY COUNCIL ACTION: ____ Ordinance _____ Resolution __X__ Motion _____ Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize final acceptance of the Forest Crest Estates pond restoration project as complete.

REVIEWED BY: City Manager, City Attorney, Finance Director

Final Contract Voucher Certificate

Contractor Wolfskill Construction			
Street Address 26741 SE Ravensdale PL			
City Ravensdale	State WA	Zip 98051	Date October 11, 2021
Project Number (Owner) City of Covington			
Job Description (Title) Forest Crest Detention Pond Restoration			
Date Work Physically Completed 10/7/2021	Final Amount $43,456.32		

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Covington (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Covington (Owner); I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Covington (Owner) for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Covington (Owner) from any and all claims of whatsoever nature which I may have, arising our of the performance of said contract, which are not set forth in said estimate.

Notary Public
State of Washington
SAMANTHA SCHMITKE
LICENSE # 21015150
MY COMMISSION EXPIRES
APRIL 15, 2025

x _____
Contractor Authorized Signature Required

Antonio Wolfskill
Type Signature Name

Subscribed and sworn to before me this 12 day of October 20 21

x _____ Notary Public in and for the State of WA

Residing at Maple Valley

City of Covington (Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date 10/13/2021

x _____
Project Engineer

x _____
City of Covington (Owner)

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Covington (Owner) for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

Notice of Completion of Public Works Contract

Department Use Only	
Assigned to	Date Assigned

Date	Form Version	Revision Reason
10/13/2021		

Awarding Agency Information

Company Name	UBI Number
City of Covington	601 802 997

Address	City	State	Zip Code
16720 SE 271st Street #100	Covington	WA	98042

Contact Name	Phone Number	Email Address
Gage Goranson	(253) 480-2475	ggoranson@covingtonwa.gov

Prime Contractor Information

Company Name	UBI Number
Wolfskill Construction	604 064 183

Address	City	State	Zip Code
26741 SE Ravensdale PL	Ravensdale	WA	98051

Contact Name	Phone Number	Email Address
Antonio Wolfskill	(206) 473-2811	Wolfskillconstruction@gmail.com

Project Information

Project Name	Contract Number	Affidavit ID Number
Forest Crest Detention Pond Restoration	048-2021	1062033

Jobsite Address	City	State	Zip Code
20408 SE 261ST PL	Covington	WA	98042

Date Awarded	Date Work Commenced	Date Work Completed	Date Work Accepted
06/08/2021	09/07/2021	09/29/2021	10/26/2021

Is this a Federally Funded Transportation Project? ☐ Yes ☒ No If yes, attach the Contract Bond Statement

Have Subcontractors been used? ☒ Yes ☐ No If yes, complete Addendum A

☒ Contract/Payment Bond Waived? ☐ Yes ☒ No | ☒ Retainage Bond Waived? ☐ Yes ☒ No

Detailed Description of Work Completed

Stormwater pond was pumped down, invasive trees were removed, and cattails and sediment was mucked out and removed. Gate and latch were repaired and pond sign was installed.

DOR Tax Information

Calculated Amount	$39,978.22	Liquidated Damages	$0.00
Additions (+)	$0.00	Amount Disbursed	$41,283.51
Reductions (-)	$0.00	Amount Retained	$2,172.81
Sub-Total	$39,978.22	Other	$0.00
Sales Tax Amount	$3,478.10	Sales Tax Rate	8.7 %
Total	$43,456.32	**Total**	$43,456.32

Both totals must to be equal - If multiple sales tax rates, attach a list

Apprentice Utilization Information

Was apprentice utilization required? ☐ Yes ☒ No Engineer's Estimate: $50,000

Utilization %: N/A If utilization did not meet or exceed 15%, was a Good Faith Estimate approved? ☐ Yes ☐ No

Comments

The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. **No payment shall be made from the retained funds** until receipt of all release certificates and affidavits.

Complete and submit for by email to all three agencies below

Department of Revenue
Public Works Section
(360) 704-5650
PWC@dor.wa.gov

Washington State Department of Labor & Industries
Contract Release
(855) 545-8163, option # 4
ContractRelease@LNI.WA.GOV

Employment Security Department
Registration, Inquiry, Standards & Coordination Unit
(360) 890-3499
publicworks@esd.wa.gov

Addendum A: **Please List all Subcontractors and Sub-tiers Below**

This addendum can be submitted in other formats.

Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

Subcontractor's Name:	UBI Number: (Required)	**Affidavit ID***
Sapp Trucking LLC	603 507 755	

For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.

Agenda Item 1

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY FROM THE PUBLIC AND PRESENTATION FROM STAFF REGARDING 2022 REVENUE SOURCES AND POSSIBLE INCREASE IN PROPERTY TAX REVENUES.

ATTACHMENT(S):

1. Description of 2022 Revenue Sources
2. Property Tax Worksheet – one percent increase

COUNCILMEMBERS AND STAFF: PLEASE REMEMBER TO BRING YOUR PRELIMINARY 2022 BUDGET WORKBOOK BINDERS TO THE MEETING. THANK YOU!

RECOMMENDED BY: Casey Parker, Finance Director

EXPLANATION:
This public hearing is required under state law (RCW 84.55.120) to consider possible increases in property tax revenues and to review other revenue sources that support the city. The finance director will review the history of Covington's revenue collections, the current year's collections, and 2022's revenue projections.

This hearing, mandated by law, should focus on the city's revenue sources and potential adjustments to property tax revenues. The deadline for setting 2022 property tax levies for cities in King County is November 30, 2021.

ALTERNATIVES:
N/A

FISCAL IMPACT:

CITY COUNCIL ACTION: ____Ordinance ____Resolution _____Motion __X__Other

NO COUNCIL ACTION REQUIRED AT THIS MEETING

DESCRIPTION OF 2022 REVENUE SOURCES

This summary describes each of the major revenue sources that appear in the 2022 budget by category. Budget amounts are based on the best available information at the time of budget preparation.

Beginning Fund Balance — **All Funds**

This is the estimate of funds remaining at the end of the previous budget year and available for use in the following budget year. This amount will fluctuate annually depending on the amount of reserves, under or over collection of revenues, and under or over expenditure of appropriations. Minimum fund balance availability is governed by City policy.

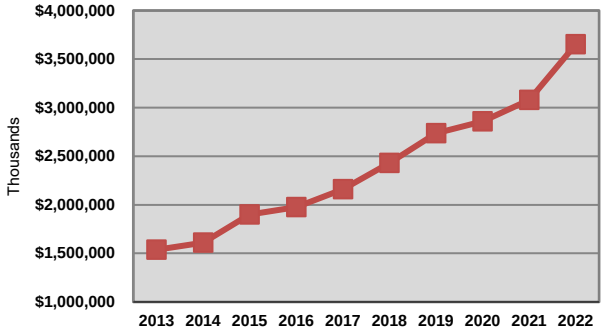
TAXES

Property Taxes — **General Fund**

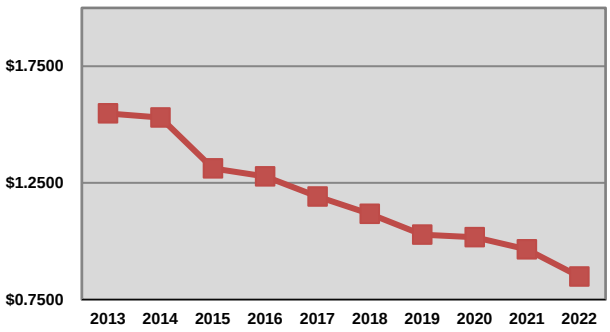
Property taxes are one of the largest and most stable sources of revenue for the City. The City has budgeted, as state law limits allow, a levy increase of 101%. An increment for new construction is also added to this amount. The levy for 2022 is $3,099,214. The taxable assessed valuation (AV) is $3,652,139,317 which includes $92,728,195 in new construction. The estimated levy rate is $0.84860/$1,000 AV.

Total assessed value has increased 18.6% from 2021 to 2022.

Total Taxable Assessed Values
Real and Personal Property
For the Fiscal Years 2013 through 2022



Property Tax
Levy Rates per $1,000 AV
For the Fiscal Years 2013 through 2022



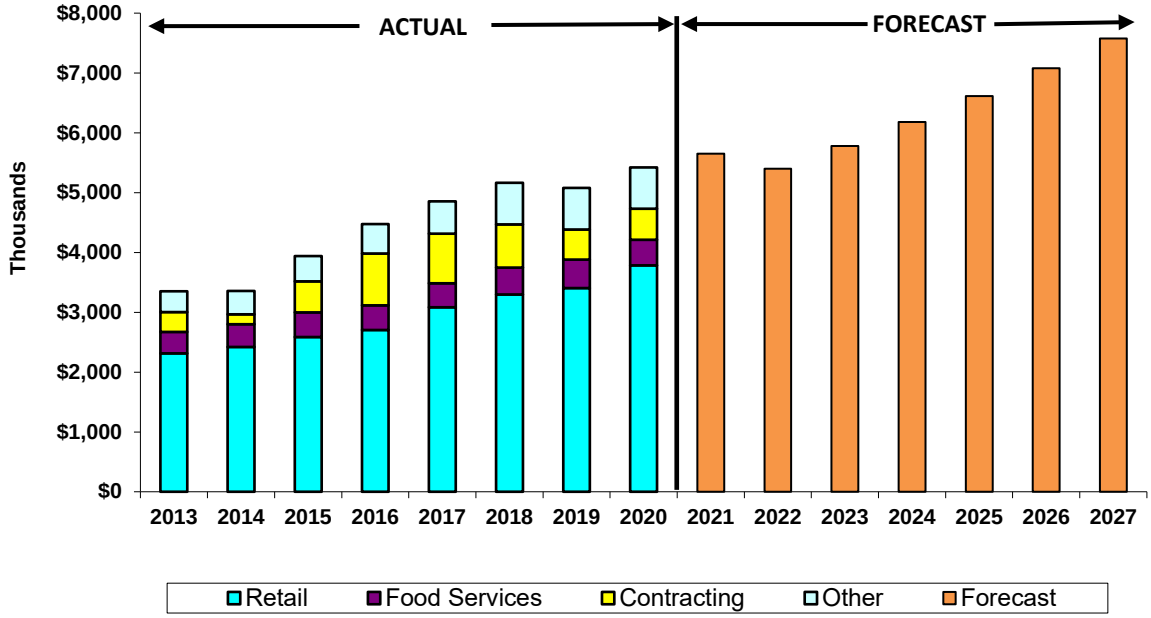
Sales Taxes **General Fund**

Sales taxes are subject to fluctuation from year to year due to changes in the economy and the buying habits of consumers. Sales tax is distributed monthly to the City and is based on sales from two months previous. Unrestricted sales tax revenues for 2022, which are reflected in the graph below, are estimated at $5,400,000 which is a decrease of 4.4% from the 2021 estimated actuals. Restricted sales tax revenues are estimated at $691,440 and include HB 1406 ($42,700) which is currently being used for low income rent relief and HB 1590 ($648,740) which can be used for affordable housing, housing related services and behavioral treatment. The total sales tax rate of 8.7% is distributed among public agencies as follows:

Sales Tax Distribution

Agency	Tax Rate
State of Washington	6.500%
City of Covington Regular Rate	**0.425%**
City of Covington Optional Rate	**0.500%**
City of Covington Criminal Justice	**0.001%**
City of Covington Affordable Housing	**0.100%**
King County/METRO	0.900%
King County	0.075%
King County Criminal Justice Levy	0.099%
King County Mental Health	0.100%
Total Sales Tax Rate	**8.700%**

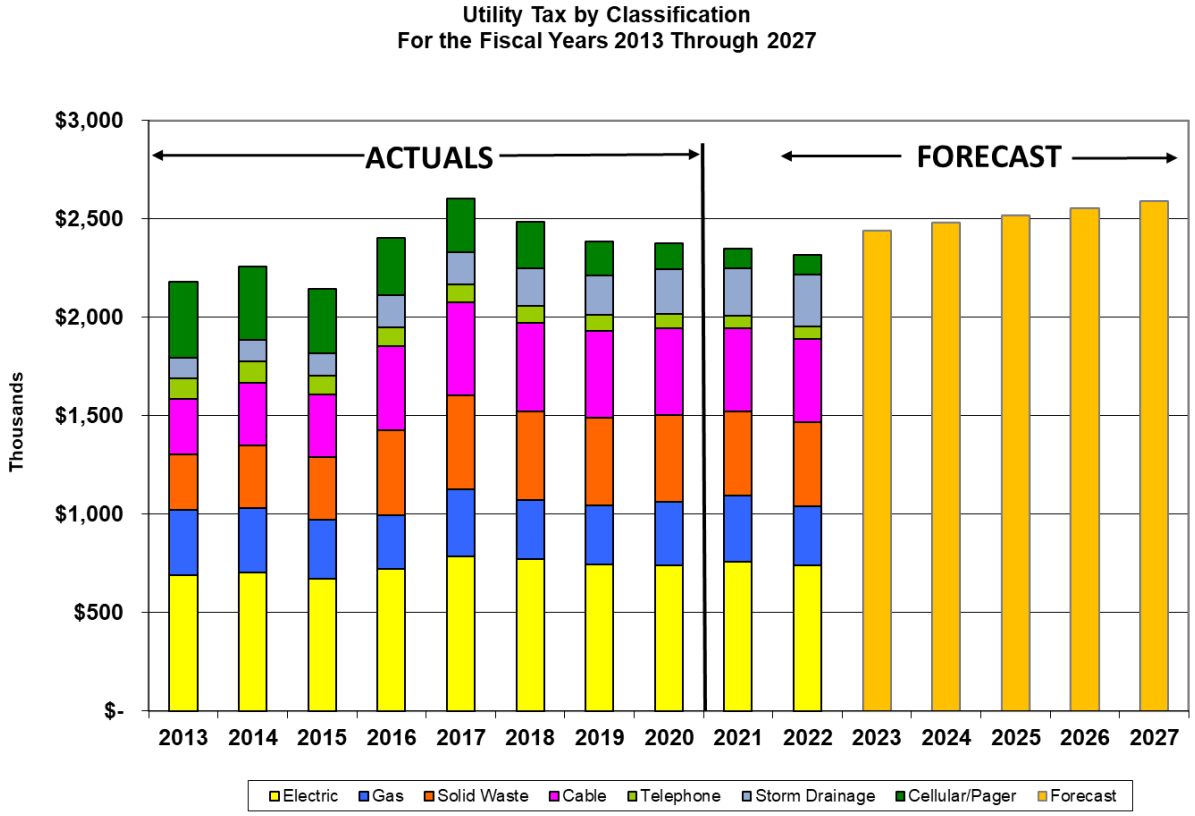
Sales Tax by Classifications
For the Fiscal Years 2013 through 2027



2013 - 2020 - Actuals 2021 - Estimated Actuals 2022 - Budget

Utility Taxes **General Fund**

Utility taxes are imposed on utilities such as electricity, natural gas, solid waste, cable, telephones, storm drainage, and cellular phones. In 2016, the City increased the rate for solid waste, cable, and storm drainage to 8%, while electricity, natural gas, telephones, and cellular phones remain at 6%. Revenues for 2022 are estimated at $2,210,000.



2013 – 2020 Actuals 2021 - Estimated Actuals 2022 - Budget

Criminal Justice Sales Tax **General Fund**

King County levies an optional 0.1% sales tax to support criminal justice programs, under authority granted by the State. This optional tax, collected by the State, is distributed as follows: 10% to the County, and the remainder to cities and towns on the basis of population. The 2022 estimate of $600,000 is based on inflation and population growth. This tax is distributed monthly to cities.

Transportation Benefit District (TBD) Vehicle Fee **Street Fund**

In 2016, the City adopted a $20 vehicle license fee. The sole purpose of the funds is to provide, construct, and fund transportation improvements within the City. The 2022 revenue estimate is $380,000.

Real Estate Excise Tax (REET) **Real Estate Excise Tax Funds**

The real estate excise tax is levied on all sales of real estate. The state levies this tax at a rate ranging between 1.1% and 3% depending on the taxable selling price. The City has also authorized a locally imposed tax of 0.5%, in two 0.25% increments, replacing that tax formerly levied by King County. Both increments must be spent for local capital improvements, identified

under the capital facilities plan element of the City's Comprehensive Plan. The amount of tax collected depends totally upon real estate sales activity for residential and non-residential, including new construction and economic fluctuations. The 2022 estimates are based on estimated changes in real estate prices, new residential development increases, and new non-residential development increases. Distribution occurs on the 10th of each month to cities in King County. The 2022 revenue estimate is $900,000.

Property Tax Parks Expansion Levy **Capital Investment Program Fund**

In 2019, King County voters approved Proposition No. 1, that authorized an additional six-year property tax levy for improving parks and trails and acquiring land in King County. The 2022 distribution for the city is $141,125.

LICENSES AND PERMITS

Solid Waste Administration **General Fund**

In 2013, the City entered into a contract with Republic Services. For 2022, the estimated revenue is $88,000.

Business Licenses **General Fund**

An annual fee of $60 is collected for business licenses from those businesses that conduct activities within the city. The 2022 revenue estimate for this license fee is $80,000.

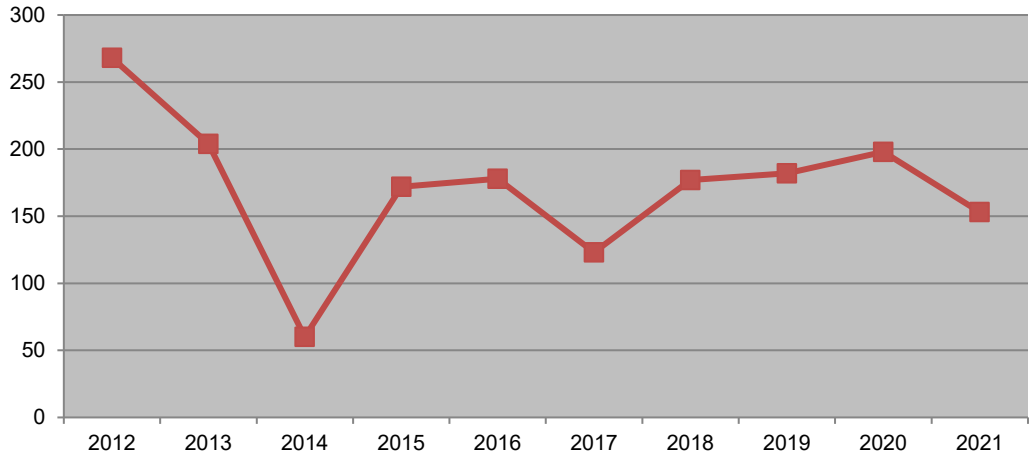
Cable TV Franchise **Street Fund**

Cable TV franchise fees, which are applied to the Street Fund, are based on population growth. For 2022, the estimated fees are $253,000.

Building, Permits, Misc. **Development Services Fund**

Licenses and permit activities are user fees derived from various regulatory activities of the City. Building permit revenues are based on staff estimates and are applied to the Development Services Fund. In 2022, $784,833 is estimated based on 111 new single-family permits, anticipated commercial fees, and land use revenues. For 2022, all other permits and licenses such as sign permits, and peddler's permits are estimated at $10,614.

Number of Building Permits Issued
For Fiscal Years 2012 Through 2021



2012 – 2020 Actuals 2021 - YTD

INTERGOVERNMENTAL/STATE SHARED REVENUE

Liquor Excise Tax — **General Fund**

The 2022 estimate of $134,700 is based on the City's population and per capita estimates provided by Municipal Research Services Center. This money is distributed quarterly.

Liquor Board Profits — **General Fund**

The State is now collecting revenue in the form of license fees from distributors and retailers. A portion of these "liquor profits" come to the City. To be eligible to receive this revenue along with Liquor Excise Taxes, a city must devote at least 2% of its distribution to support an approved alcoholism or drug addiction program, as well as enhanced public safety programs. The 2022 estimate of $162,730 is based on estimates provided by Municipal Research Services Center. This money is distributed quarterly beginning in March.

Marijuana Excise Tax — **General Fund**

Estimates are based on the City's population and per capita estimates provided by Municipal Research Services Center. For 2022, we are estimating $71,000.

Criminal Justice Shared Revenues — **General Fund**

Municipal Criminal Justice Funding has shifted from application based to a per capita distribution. Estimates are based on the City's population and per capita estimates provided by Municipal Research Services Center. For 2022, we are estimating $77,200.

Recycling Grants — **General Fund**

The City partners with King County and the State of Washington in an effort to encourage recycling. The city offers events in the spring and fall of every year and also coordinates the events for the City of Maple Valley and the City of Black Diamond. Costs for these events are reimbursed to the City through the grant process. For 2022, we estimate being awarded $81,405.

Motor Vehicle Fuel Tax — **Street Fund**

State law provides that the State-levied tax on gasoline be shared with cities and towns. Of the base tax amount of 23 cents per gallon, 6.92% is redistributed to cities and towns to be used for street maintenance as well as construction, improvement, chip sealing, seal coating, and repair of arterial highways and city streets. These funds will be deposited in the Street Fund and used for the described purposes. Estimates are based on the City's population and per capita estimates provided by Municipal Research Services Center. This tax is distributed on the last day of the month. For 2022, we are estimating $412,550.

Grants — **Capital Investment Program Fund**

The City has been awarded several grants to assist with building our capital improvement projects. For 2022, we are estimating $21,980,661 from several different granting agencies.

Coronavirus Local Fiscal Recovery Funds — **ARPA Fund**

The City has received its first distribution of Coronavirus Local Fiscal Recovery funds in the amount $2,955,479 and expects to receive a second distribution of the same amount in 2022. These funds are recognized as revenues only when there is an eligible expense. During the 2022 Budget Workshop, Council will determine how the funds will be allocated and incorporated into the budget.

CHARGES FOR SERVICES

Interfund Service Payments/Overhead — **General Fund**

These fees are collected from other funds within the City for their percentage of General Fund services that they require. There are two interfund payments - central services overhead and interfund service payments. Central services overhead is allocated to every fund excluding the General Fund based on the number of full-time equivalents. Each fund pays their proportional share of the Central Services Department which consists of things such as the building lease, office supplies, and IT. The central services overhead payments are a direct reduction to the City's Central Services Department base budget, therefore no revenue is recorded.

The interfund service payment is for each fund's share of the assistance they receive from the Executive, Finance, Legal, and Personnel offices. The 2022 budget is estimated at $761,942.

Parks User Fees — **General Fund**

These fees are collected for services related to the Aquatic Center, Athletics, and Recreation programs. Athletics includes programs such as baseball, soccer, flag football, and volleyball. The 2022 revenues are estimated at $712,921.

Land Use/Inspection/Engineering Fees — **Development Services Fund**

These fees are collected for services related to the issuance of permits for both residential and commercial aspects of construction or capital improvements, and for services related to the review of plans for compliance with aspects of the various codes. Fees are generally collected at a level estimated to recover the cost of the service. The 2022 budget for these fees is estimated at $1,775,818.

Impact/Mitigation Fees — **Capital Investment Program Fund**

These fees are based on one-time charges against a new development project to help pay for new or expanded public facilities that will directly address the increased demand created by the development. The 2022 budget for these fees is estimated at $1,533,680.

Surface Water Management Fees — **Surface Water Management Fund**

These fees are collected on developed properties within the City to maintain storm and surface water runoff in the City. These dedicated fees provide for things such as maintenance, repair, and construction of storm water facilities. The 2022 budget is estimated at $3,250,000.

Unemployment Charges — **Unemployment Insurance Fund**

These fees are collected from each department with payroll line items to accumulate sufficient resources to pay for unemployment benefits. The 2022 budget is estimated at $79,700.

Equipment Charges — **Equipment Replacement Fund**

These fees are collected from each department through user charges to assure sufficient funds are accumulated to replace certain equipment when needed. The 2022 budget is estimated at $231,851.

FINES AND FORFEITURES

District Court, False Alarm, and Miscellaneous Fines **General Fund**

The City is entitled to money received in payment of fines, forfeitures, fees, costs and penalties associated with enforcement of local ordinances. Based on current collections we are estimating $88,700 in revenue for 2022. In 2022, the city will again be utilizing King County for its court services through an interlocal agreement. As part of the agreement, King County receives 100% of revenues collected which offset providing the City court services.

MISCELLANEOUS

Technology Surcharge **General Fund**

These fees are collected for services related to the issuance of permits for both residential and commercial aspects of construction. The estimate for 2022 is $39,000.

Parks User Fees **General Fund**

These miscellaneous fees are collected for locker rentals, pool rentals, concessions, etc. The 2022 revenues are estimated at $82,050.

Interest Income **All Funds**

The City will receive interest on cash balances through investment of public funds as allowed by law. The amount received will vary with interest rates, types and duration of investments, and the amount of cash available for investment during any particular budget year. The overall 2022 estimate of $44,715 is based on annualized 2021 data, economic outlook, and the assumption that fund balances available for investing will be at 2021 levels.

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ATTACHMENT 2

City of Covington
Estimated Property Tax
2022

2021 Levy Amount=	$	2,980,253
x 1%		29,803
Increase in utility value		-
Plus: New Construction		89,158
Plus: Annexation Levy		-
Relevy for prior year refunds		-
2022 Property Tax Levy	**$**	**3,099,214**
Assessed Valuation	**$**	**3,652,139,317**
2022 Estimated Levy Rate=	$	0.84860

EXAMPLE		
Home value		**Tax Amount**
$ 592,879	=	**$ 503.12**

	2021		2022		% change
Assessed Value	$ 3,080,001,648		$ 3,652,139,317		18.6%
Tax Levy	$ 2,967,621		$ 3,099,214		4.4%
Levy Rate	$ 0.96351		$ 0.84860		-11.9%
Home value	$ 500,000		$ 592,879		18.6%
Tax Assessment	$ 481.76		$ 503.12		4.4%

Agenda Item 2

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: 2022 APPOINTMENTS TO REGIONAL FORUMS:

- South County Area Transportation Board (SCATBd)
- Sound Cities Association's Public Issues Committee (PIC)
- Metropolitan Solid Waste Management Advisory Committee (MSWMAC)
- Water Resource Inventory Area 9 Forum (WRIA 9)
- Puget Sound Regional Fire Authority (PSRFA)
- Puget Sound Regional Council (PSRC) Executive Board
- PSRC's Growth Management Policy Board (GMPB)
- PSRC's Transportation Policy Board (TBP)
- King County Growth Management Planning Council (GMPC).

RECOMMENDED BY: City Council

ATTACHMENT(S):
1. Table of Regional Forums

PREPARED BY: Krista Bates, Executive Assistant/Deputy City Clerk

EXPLANATION:
Each year, the City Council appoints primary and alternate representatives to represent the City of Covington at the above regional forums. Council may select members to serve on one or more regional forums.

ALTERNATIVES:
1. Do not appoint a representative to some of the forums.

FISCAL IMPACT: None.

CITY COUNCIL ACTION: ____Ordinance _____Resolution __X__Motion ____Other

Councilmember _____ moves, Councilmember _____ seconds, to appoint Councilmembers to regional forums as follows:

Metropolitan Solid Waste Management Advisory Committee (MWWMAC):
Member: _____
Alternate(s):_____

South County Area Transportation Board (SCATBd):
Member: _____
Alternate(s):_____

Sound Cities Public Issues Committee (PIC):
Member: _____
Alternate(s):_____

Water Resource Inventory Area 9 (WRIA 9) Forum:
Member: _____
Alternate(s):_____

Puget Sound Regional Fire Authority (PSRFA):
Member: _____
Alternate(s):_____

South King Housing and Homelessness Partners (SKHHP):
Member: _____
Alternate(s):_____

REVIEWED BY: City Manager

REGIONAL FORUMS REQUIRING COUNCIL APPOINTMENT – 2021-2022

Group	Notes and Contact	Meeting Information	2021 Alternate	2021 Member	2022 Alternate	2022 Member
Metropolitan Solid Waste Management Advisory Committee (MSWMAC)	Diane Yates 206-296-4406, diane.yates@kingcounty.gov. Advises the Executive, the Regional Policy Committee, acting as the solid waste interlocal forum, and KC Council in matters relating to solid waste management. Participates in development of Comprehensive Solid Waste Management Plan. Parking & lunch included.	2nd Friday, 11:15 am – 1:15 pm @ Seattle King Street Center.	Shellie Bates	Don Vondran		
South County Area Transportation Board (SCATBd)	Susan Oxholm 206-477-3629 susan.oxholm@kingcounty.gov Serves as forum for information sharing, consensus building, & coordinating to resolve transportation issues and promote transportation programs for South KC.	3rd Tuesday, 9:00 am @ SeaTac City Hall Council Chambers	Bob Lindskov	Jared Koukal		
Sound Cities Association Public Issues Committee (PIC)	Caitlin McGee 206-433-7168 SCA@soundcities.org Evaluate policy positions & recommend to SCA Board. The PIC is SCA's vehicle for bringing policies to member cities, and for member cities to bring policies to SCA	2nd Wednesday, 7:00 pm @ Renton City Hall; see website to confirm	Kristina Soltys	Joe Cimaomo		
WRIA 9 Forum	http://www.govlink.org/watersheds/9/reports/watershed-intro.aspx. The local governments in this watershed are working with each other and with many other partners to implement the recommendations of the 2005 Salmon Habitat Plan.	Varies – See Website for information	1) Sean Smith 2) Kristina Soltys	Jennifer Harjehausen		
Puget Sound Regional Fire Authority (PSRFA)	Governance board consists of 3 Kent councilmembers, 3 Kent fire district commissioners and one non-voting Covington councilmember.	1st and 3rd Wednesday of each month	N/A	Sean Smith		
SKHHP	Jeff Tate, jtate@auburnwa.gov Coalition to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock.	4th Friday from 1:00 pm to 3:00 pm in various partner cities	Kristina Soltys	Joseph Cimaomo		

Group	Notes and Contact	Meeting Information	2021 Alternate	2021 Member	2022 Alternate	2022 Member
Puget Sound Regional Council (PSRC) Executive Board ***APPLY THROUGH SCA***	Brian Parry, brian@soundcities.org Qualifies eligible agencies for programming of federal, state and local transportation projects identified in the Transportation Improvement Program	4th Thursday, 10:00 to 11:30 am. at PSRC, 1011 Western Avenue, Suite 500, Seattle	None	Jeff Wagner		
PSRC's Growth Management Policy Board (GMPB) ***APPLY THROUGH SCA***	Brian Parry, brian@soundcities.org Advises the Executive Board on regional aspects of growth management issues Caucus meetings are held in advance of the GMPB meeting from 9:00 am to 10:00 am.	1st Thursday, 10:00 am to 12:00 pm. at PSRC, 1011 Western Avenue, Suite 500, Seattle	None	None		
PSRC's Transportation Policy Board (TPB) ***APPLY THROUGH SCA***	Brian Parry, brian@soundcities.org Makes recommendations to the Executive Board on key transportation issues Caucus meetings are held in advance of the TPB at a time mutually agreed upon by members.	2nd Thursday, 9:30 am to 11:30 am. at PSRC, 1011 Western Avenue, Suite 500, Seattle	None	None		
King County Growth Management Planning Council (GMPC) ***APPLY THROUGH SCA***	Brian Parry, brian@soundcities.org Develops and updates the King County Countywide Planning Policies (CPPs) in the areas of environment, housing, development patterns, economy, transportation, and public facilities and services. Caucus meetings are held from 3:00 pm to 4:00 pm in advance of the GMPC meeting.	Quarterly, Date TBD, 4:00 pm to 6:00 pm.at PSRC, 1011 Western Avenue, Suite 500, Seattle	None	None		

Agenda Item 3

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: DISCUSS PROPOSED 2022 LEGISLATIVE PRIORITIES AND POLICIES

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): Provided under separate cover

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:

Each year the city council adopts a legislative agenda. In working with the city's lobbyist, staff developed a draft legislative agenda which includes staff's proposed legislative priorities and policies. This is an opportunity for council to review and discuss the draft legislative agenda and make any desired changes. A draft 2022 legislative agenda and legislative policy document will be provided for council's review and consideration of adoption at a future council meeting.

Following council approval, staff will review our 2022 Legislative Priorities and Policies with our 47th District Legislators.

The items below will be presented tonight for proposed legislative priorities:

- SR18
- SR 516
- Capital funding request
- Police reform
- Local control

ALTERNATIVES:
Make additional edits.

FISCAL IMPACT:

CITY COUNCIL ACTION: _____Ordinance ____ Resolution ____Motion __X__ Other

FOR DISCUSSION PURPOSES. PROVIDE DIRECTION TO STAFF.

REVIEWED BY: City Manager, Deputy City Clerk

Agenda Item 4

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: PRESENTATION OF THE AQUATIC/RECREATION CENTER FEASIBILITY STUDY BY ALSC ARCHITECTS

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENTS:
1. Executive Summary (IV. of the Aquatic/Recreation Center Feasibility Study Report)
2. Methodology of Study (III. of the report)
3. Aquatic/Recreation Center Feasibility Study Report (provided under separate cover)

PREPARED BY: Matthew F. Keough, Parks Planning and Development Manager

EXPLANATION:
The Covington City Council approved a contract with ALSC Architects in March 2020 to conduct a feasibility study of a new aquatic and recreation center. The feasibility study is now complete, resulting in a report and recommendation to the city councils of Covington and Maple Valley.

In July of 2018, the Covington City Council received a condition assessment of the existing Covington Aquatic Center, showing inordinate costs to extend the useful life of the 44-year-old regional facility, originally built and operated by King County. A regional legislative effort resulted in a successful Washington State Department of Commerce grant to conduct a feasibility study of a replacement facility that could address area-wide indoor recreation needs.

ALSC Architects will share the results of the study, focusing on the feasibility of proposals vetted through a representative public steering committee consisting of Covington and Maple Valley stakeholders. Elements of the study, including a recommended building program with scale alternatives, site recommendation, design considerations, business and operation requirements, and funding plans, have been endorsed through an open public process. The public record associated with the project already documents 88,000 citizen outreach touch points, to include 30,000 postcard mailers to Covington and Maple Valley households. In September 2020, a scientifically valid telephone survey was completed among 200 area residents, creating a supportive baseline for continuous public surveys, interactive broadcasted meetings, and education.

Following review by both city councils, the aquatic/recreation center feasibility study will transition into preconstruction design and documentation. This will include refined cost estimates that may form the basis of a future public proposal to the larger voting community.

ALTERNATIVES:
None.

FISCAL IMPACT:
No fiscal impact to the city is anticipated.

The completed feasibility study and upcoming preconstruction design work are funded through a Washington State Department of Commerce grant of $1,050,000. Anticipating the costs of additional study steps based on the feasibility study recommendations, staff are pursuing an additional $100,000 in grant funds through an application to the King County Parks Aquatics Facilities Grant program.

CITY COUNCIL ACTION: _____Ordinance _____Resolution ____Motion __X__Other

NO ACTION NECESSARY – PRESENTATION AND DISCUSSION ITEM ONLY

Following the presentation of the report, council is asked to appoint two council members to a work group (to include staff and two elected officials from each city) to plan next steps.

REVIEWED BY: Parks & Recreation Director, Finance Director, City Attorney, City Manager

IV. Executive Summary

ATTACHMENT 1

Opening Statement

This feasibility study includes a comprehensive scope of work intended to ensure an accurate read on the needs and desires of the Covington and Maple Valley community at large for a new indoor aquatics and recreation center. The scope of work is broken down within this report into the following categories:

1. Outreach and Information Gathering
2. Site Considerations
3. Building Program Considerations
4. Capital and Operational Analysis
5. Project Benefit and Economic Impact Analysis

Two groups were established to administer the process during the study, monitor progress, and guide the feasibility study team. The Core Planning Group, led by city staff from Covington and Maple Valley, provided weekly leadership for the feasibility study team. The Steering Committee comprised 15 volunteers from the Covington and Maple Valley area selected through an application and interview process. The Steering Committee conducted four meetings at critical milestones throughout the feasibility study process and provided valuable insights and guidance for the study.

The following paragraphs summarize the process, findings, and recommendations of the various categories of work noted above. More detailed information for each of these categories can be found in the following chapters and the appendix contained in this report.

1. Outreach and Information Gathering

Over several months, the feasibility team implemented numerous methods of gathering information from the community to maximize the quantity and quality of input needed to inform the contents of this study. Given the impacts that the Covid-19 pandemic had on some of the traditional techniques that generally involve public gatherings, much more emphasis had to be placed on technology-related approaches for sharing and gathering information.

A telephone survey was conducted to gather perceptions of a potential indoor aquatics and recreation center from a random sampling of 200 residents in the survey area. The survey was statistically valid with a 95% confidence level and +/- 7% margin for error, providing a quantitative result. The findings of this scientific survey validated the need for improved recreational programs and facilities in the community.

The telephone survey provided valuable insights into citizens' thoughts on levels of participation, involvement, ideas on approving taxes to pay for a new facility, and prioritized interests in programs and spaces to be included. With these findings in hand, a preliminary list of potential recreational program areas to be included in the new center were developed and used to provide feedback to the community through the project website and other social media approaches.

Other techniques were incorporated into the study's methodology to gather more qualitative information to inform the study. A situational assessment was conducted through the project web page and via personal interviews with known stakeholders. Respondents were given open-ended questions with their verbatim responses recorded and categorized. The information gathered supported the telephone survey findings and added significant cultural insight to the results.

Public virtual workshops were conducted to share and gather information via real-time polling, with recordings of those sessions shared on social media. Volunteer stakeholders representatives participated in focus group sessions and provided input on specifically focused topics. Existing community emails and social media networks were populated with project information being shared and gathered. Direct mailers, commercial streaming service providers, and web page advertisements were also incorporated into outreach methodologies. In all, there were over 88,000 contacts with community members for opportunities to provide and receive project-specific information.

2. Site Considerations

The purpose of site analysis was to determine the existence of viable sites within the area of the cities of Covington and Maple Valley, to analyze those sites, and select a recommended site for the project. Criteria for suitable site selection were established and used in a commercial multiple listing search which identified 14 potential sites within the search area. Fortunately, it appears from this inventory of sites that there are several viable sites available, a finding that strengthens the project's feasibility moving forward.

Three locations were chosen from the initial list of 14 sites for further detailed analysis within Covington and Maple Valley. Clear, weighted site analysis criteria were developed to test the sites objectively to define the most suitable site characteristics for the new center.

For consideration of site selection, the following criteria rose to the top in terms of importance:

1) Given the size of the base project plus the potential for additional privately-funded facilities near the new center, properties with an adequate developable area will be considered on a case-by-case basis. The developable portion of the site will offer much more flexibility in site design and building layout if its length to width ratio is 2:1 or less.

2) Costs will be minimized for site development and therefore maximized for investment into the program areas of the building if the following attributes exist:
   a. The site's topography is relatively flat to minimize grading and storm water system costs with minimal sensitive area designations (i.e., wetlands).
   b. Major utility infrastructure is accessible in the adjacent right-of-way.
   c. Suitable sub-surface conditions were examined for efficient foundation system design and stormwater treatment.

3) Direct access to existing vehicular and pedestrian circulation systems, including public transportation.

4) Adjacent Land Use: Project works well with adjacent developments now and in the future.

5) A location that is as close to the center of the market area for the project as possible, minimizing travel time for facility users and fostering mutual 'ownership" of the facility by multiple municipalities.

This process resulted in the recommendation of locating the project on the Town Center site in Covington, located at the intersection of SE 276th St. and SE Wax Road near the developing downtown core. This site scored the highest based on the weighted scoring criteria established for this project.

3. Building Program Considerations

A primary task in determining the feasibility of a project is to establish what should be included in the project. Developing the building "program" (list of spaces) included the following:

- Assess current providers and offerings within the local market.
- Review the statistically accurate phone survey results for community needs.
- Compare stated requirements from the situational assessment against the phone survey.
- Review demographic and market statistics and compare those to current regional and national trends for indoor recreation and cultural and community needs.
- Evaluate focus group interviews for supporting or divergent needs in the telephone and situational assessments.
- Assess the potential partner and stakeholder interviews for areas of possible shared need.
- Examine programs for revenue generation compared to expenditure.

From this effort, two program approaches were determined:

- Option #1 presents a Complete Building Program based on the community's desired and perceived needs. The complete building program was derived from community input and represented 85,504 SF of enclosed building area. The construction cost projected for this facility in 2021 dollars and built within the geographic area identified in this study is $94 million **($114.3 Million in 2026).**
- Option #2 presents a Phased Building Program based on the community's desired and perceived needs, but with a smaller initial scope which includes the highest prioritized spaces. (Future project phases will include additional program areas as needed.) The phased building option provides 60,061 SF of enclosed building area. The construction cost projected for this facility in 2021 dollars and built within the geographic area identified in this study is $62.4 million **($76 million in 2026).**

These two options provide flexibility in the potential paths to be chosen as funding potential from the various sources identified are further developed and a final budget is established in subsequent phases of the project.

4. Capital and Operational Analysis Funding

Determining a method for funding the capital development costs and the anticipated annual operating subsidy of the proposed new Covington Maple Valley Aquatic Recreation Center are critical components of this feasibility study. Several different funding sources may need to be utilized for the center to become a reality. A fundraising plan early on will be critical to advance future planning design, public outreach and education, and fundraising efforts. As a result, many possible funding sources were investigated.

Based on the financial analysis performed for this study, capital funding from partnerships, fundraising, foundations, grants, and naming rights could yield 33% at the low end and upwards of 75% on the high end of the total need. Operations funding from partnerships, interlocal agreements, sponsorships, and grants could yield 22% at the low end and upwards of 30% on the high end of the total need. The remaining funding for capital and operations funding will need to come from public funding through taxes.

Potential sources of funding are available from private sources as well as government-sponsored grant programs. The study contains detailed information for a capital campaign's planning, execution, and timeline to tap into private foundations, corporate and business support, and individual donations. An initial search of the Foundation Directory Online https://fconline.foundationcenter.org/ resulted in 54 potential prospects, with six identified as most likely to provide funding. Funding from private sources would be the final step in a fundraising effort, as donors want to know the project is funded to a point of becoming reality.

The cities will need to retain legal counsel specializing in non-profits to provide initial steps for setting up a non-profit. Please refer to the guide "Starting A Non-Profit", in **Appendix E,** or through the following link: https://www.sos.wa.gov/_assets/charities/training/starting-a-nonprofit-pdf.pdf. Additional resources:

- Nonprofits and Charities: https://www.sos.wa.gov/corps/nonprofitinformation.aspx
- Washington Nonprofits: https://www.washingtonnonprofits.org/

Various types of public funding mechanisms and taxing districts are available as potential funding sources for this project. The research considered Park and Recreation Districts, Park and Recreation Service Areas, Public Facility Districts, and Metropolitan Park Districts.

The findings resulted in the recommendation to pursue the creation of a Metropolitan Park District (MPD) in a future phase when appropriate, as this approach provides the most logical method amongst all other approaches, (refer to Chapter IX.A.ii Special Districts for additional information on "Special Districts"). Two MPD boundaries were tested to determine potential tax revenues for the project. Those approaches align with the debt service associated with the two program options identified above (the exact boundaries must be determined for Chapter IX.B.1 "Possible Metropolitan Park District Boundaries").

Recreation Center Business Plan: A critical element in determining the project's feasibility is the business/operations plan, a tool that forecasts costs and revenues associated with the completed project. When costs exceed revenues, an operating subsidy is determined. Results from the business/operations plan inform the process of establishing a potential MPD taxation rate for exploration. Options explored in the study include Option #1, complete Building Program, and Option #2, Phase Building Program.

A complete list of assumptions are included in the report but include:

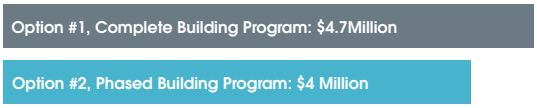
- Operations start after 2025
- Other providers remain constant in the market
- It is operated by the MPD (or similar organization), requiring additional staff and expenses
- This facility replaces the existing Covington Aquatics Center
- No partnerships with other organizations are included
- No debt service for capital funding of the building is included (refer to Chapter IX, Capital and Operational Analysis)
- Hours of operation as listed in the appendix
- A fee structure is established and applied to the anticipated usage of the facility, as outlined in this study

The balance of revenue-generating programs and operating loss programs is well equalized in the current programming needs. Changes to the programming or assumptions may affect the overall cost recovery rate (expenditures divided by revenue) and must be examined moving forward.

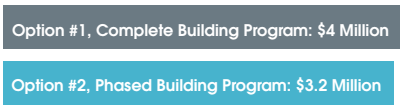
The Cost recovery rate for Option #1, Complete Building Program, is projected to be an exceptional 84% with operational expenses of $4,689,503+/- , revenues at $3,931,405+/-, and an annual subsidy of $758,098.

Cost recovery for Option #2, Phased Building Program, is projected at a remarkable 80% with operational expenses of $3,988,600+/-, revenues at $3,207,400+/-, and an annual subsidy of $781,132.

Operating Expenses

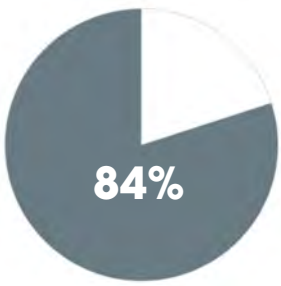


Revenue

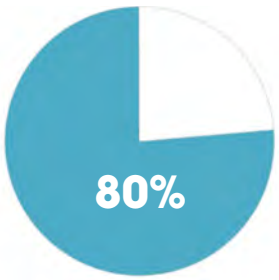


Recovery Rate

Complete Building Program: 84%



Phased Building Program: 80%



Annual Operating Subsidy* **Full Program: $758,000**
Phased Program: $781,000

*Option #2, Phased Building Program, requires $23,000 more per year than Option #1, Complete Building Program.

Over ten years, the operating subsidy equals $230,000 more for the smaller facility.

5. Project Benefit and Economic Impact Analysis

By utilizing data collected from the study, it is possible to examine the benefits the communities may expect from the development of this project. These include attracting and retaining residents and businesses, improved quality of life, health benefits, and economic impacts. Each of these areas is expanded upon in the report in greater detail.

The study looked at the impacts both the Option #1, Complete Building Program, and Option #2, Phased Program programs would have on the community for the economic impact. This included construction jobs, construction materials and equipment, operational cost, direct market, and non-market area users.

The projected economic impact for the Option #1, Complete Building Program is $67.5 million for construction activities and $5.2 million per year in operations. After year one of operating, this project could provide a total economic impact of $72.7 million to the community. Operational benefits will continue year over year into the future.

The projected economic impact for Option #2, Phased Building Program is $44.9 million for construction activities and $4.4 million per year in operations. After year one of operating, this could have a total impact of $49.3 million to the community. Operational benefits will continue year over year into the future.

6. Feasibility/Next Steps

Feasibility Given the methodology implemented and the findings derived from the information collected during the study, a Covington Maple Valley Aquatic Recreation Center project is feasible. The statistically accurate telephone survey confirmed support for a facility, validated through an extensive and inclusive public outreach program. There are numerous suitable sites within the market area of the study where the facility could be built. Multiple potential community partners could provide support through participation in operations, programs, or capital contributions. Private and public funding mechanisms have been identified that can cover the anticipated capital and operations costs. The study identifies the potential formation of a Metropolitan Park District (MPD) with funding capacity sufficient to cover all capital and operational subsidy costs.

Perhaps most importantly, community leaders are passionately committed to working together to move this project forward to the next step in the process of completing a new facility.

Next Steps The following is a non-ranked summary of recommended measures to be taken once this feasibility study and findings are approved. These steps are not arranged in a suggested sequence; instead, project proponents will need to deliberate and customize their plan on how to prioritize best and execute these following actions:

- Establish a community advocacy group to generate anticipation of the proposed facility and foster excitement to move the project into the next phase. This group would need to continue with an educational campaign to ensure that the community understands the project value to the community. The inherent challenge will be determining how to best bring multiple municipalities together and share ownership and usage of the facility.
  *High Priority, tied to community engagement.
- Conduct a detailed geo-coded survey to test the viability of creating an MPD to test the overall support for this project. Survey results should provide perceptions of "likely voters" and inform final project scope decisions based on available funding for capital and operations.
  *High Priority, site will influence direction.
- Initiate a capital campaign planning study to test the community's willingness to support the project financially. Include preparation, research, and analysis, and reporting. Establish a capital campaign strategy with a private fundraising consultant, including a case for support, donor engagement, leadership and staffing, and systems.
  *High Priority
- Establish a 501C3 foundation (or use an existing public-focused foundation) to provide a means of collecting funds and to potentially create eligibility for a broader range of grant funding opportunities.
  *Medium Priority, commence around capital campaign planning study.
- Determine a final site to locate the facility to finalize the boundaries of the MPD. Monitor the land acquisition cost and impacts on development cost while continually evaluating sites for consideration.
  *High Priority will inform other decisions.
- Continue to engage the community through public presentations, social media, and advertising on needs and program considerations. Monitor local, regional, and national trends regarding indoor aquatics and recreational needs.
  *Medium-High Priority, on-going communication and education.
- Continue developing relationships with potential partners through private presentations and other engagements to maximize the potential of sharing development costs and increasing revenues for the facility, as described in Chapter IX of the report.
  *Medium-High Priority, on-going.
- Establish a Metropolitan Park District (MPD) with an elected board of commissioners comprised of representatives from all jurisdictions included in the MPD. MPD's are specifically intended "to provide for the management, control, improvement, maintenance, and acquisition of parks, parkways, boulevards and recreational facilities (RCW 35.61.010)". Out of 23 current MPD's in Washington, nine were formed to maintain and operate pool facilities. Use a Citizen's Advisory Board to provide input to establish the MPD Board of Commissioners.
  *High Priority, work likely commences after geo-coded survey.
- Once a site is selected, the next phase of architectural services for the project can commence. These services typically start with developing plan options for the selected location and demonstrate how the final programming areas would be arranged on the site. This next phase should also include early evaluation of the potential use of alternative delivery methods beyond the traditional design-bid-build approach.
  *High Priority, supports community outreach, fundraising, MPD formation, and delivery method.

III. Methodology of Study

ATTACHMENT 2

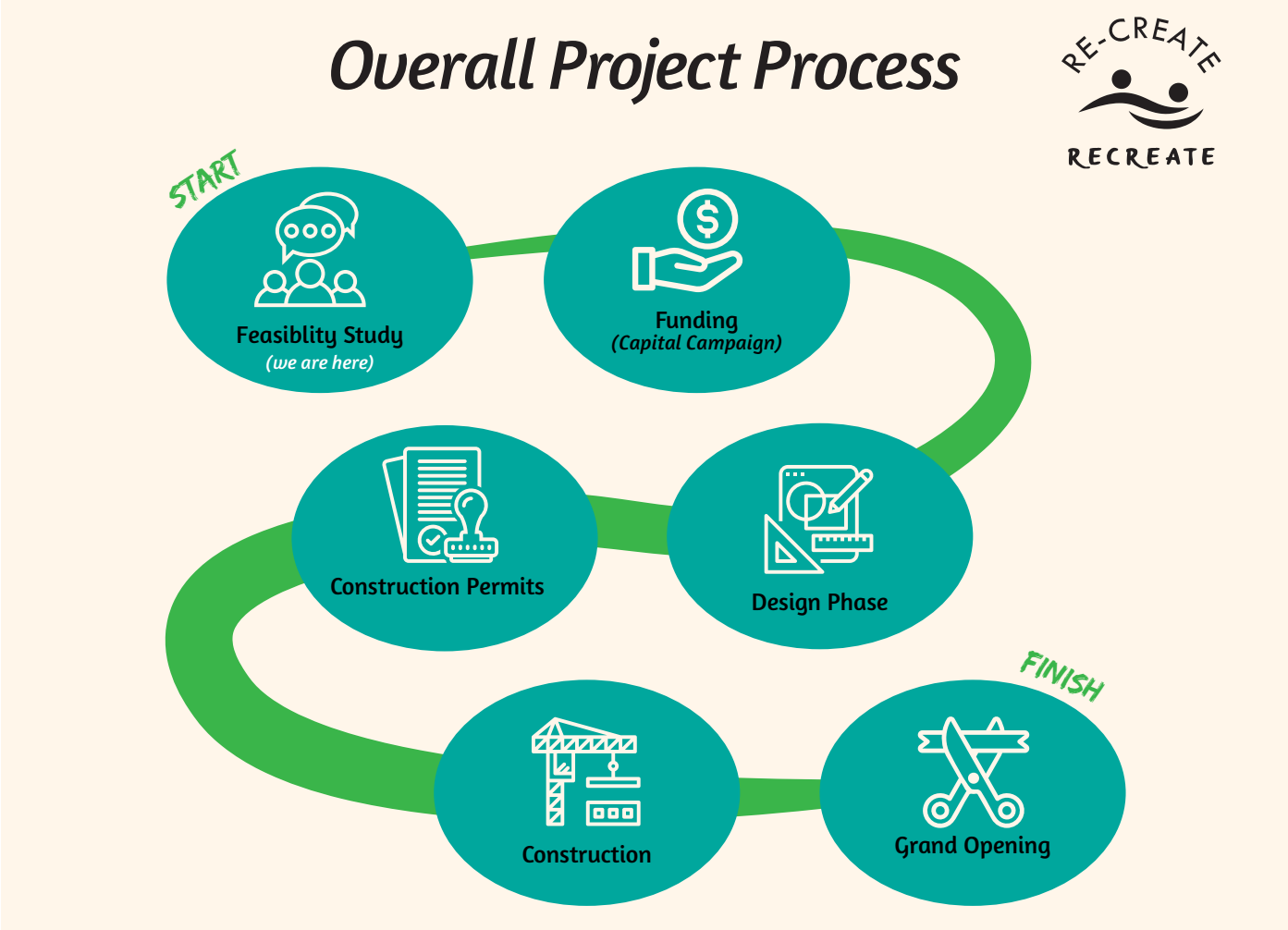
The study utilized a public process to gain community input and provide awareness of the project. Information collection and outreach were achieved through multiple sources, including a statistically accurate phone survey, situational survey, virtual public workshops, a survey of city staff, and virtual focus group sessions.

A consensus-building 15 person Steering Committee was selected from a pool of 28 applicants. The Steering Committee's primary function was to provide guidance and leadership in the public input process within the overall feasibility study and advise the Core Planning Group led by city staff from Covington and Maple Valley and Consultant feasibility team. The results of this study have been reviewed and approved by this 15 person committee before finalization.

Critical to the study was the development and determination of amenities to be considered in a future facility. The Steering Committee was integral in communicating the needs of the community beyond what was collected in surveys. Other considerations beyond the program development include a market analysis (what is in demand/need), operational business plan (some features, amenities, and programs will have higher cost recovery rates than others), funding (what funding level will the public support), and next steps of design and funding strategies.

The final report from the study was presented to the city councils of Covington and Maple Valley in 2021 to evaluate the project's next steps. This report is the first step in creating a new community asset for generations to come.

This feasibility study completes the first milestone in a larger overall project process involving multiple steps. The following graphic is an overview of the basic steps in the evolution of the project from feasibility through construction and grand opening:



SUBJECT: DISCUSSION OF AMERICAN RESCUE PLAN ACT (ARPA).

ATTACHMENT(S):
1. Project submittals

RECOMMENDED BY: Regan Bolli, City Manager

PREPARED BY: Casey Parker, Finance Director

EXPLANATION:
The American Rescue Plan Act (ARPA), which was signed into law by President Biden on March 11, 2021, is a $1.9 trillion economic stimulus bill. Within the ARPA, the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) provides $350 billion for states, municipalities, counties, tribes, and territories, including $130 billion for local governments, split evenly between municipalities and counties. The City of Covington was awarded $5,910,958 and will receive the funds in two distributions. The first distribution was received in June 2021 and the second is estimated to be received in June of 2022.

ARPA funding covers the period of March 3, 2021, through December 31, 2024. Costs must be incurred/obligated by December 31, 2024 and spent by December 31, 2026. Any funds not expended must be returned to Treasury.

Eligible Uses of Funding
Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use CSLFRF as follows:

- To respond to the public health emergency caused by COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of governmental services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.
- To make necessary investments in water, sewer (includes both storm and wastewater), or broadband infrastructure.

Guiding Principles
Guiding principles represent the values and philosophy of the organization and help guide decision-making. The Government Finance Officers Association (GFOA) has identified the following three guiding principles that can serve as a starting point for consideration as the city decides how to allocate ARPA funds:

- Temporary Nature of ARPA funds: ARPA funds are non-recurring, so their use should be applied primarily to non-recurring expenditures. Care should be taken to avoid creating new programs or add-ons that will require ongoing financial commitment. Investment in qualifying infrastructure projects support this principle.
- ARPA Scanning and Partnering Efforts: Local jurisdictions should be aware of state-level ARPA efforts and consider regional initiatives and partnerships. This includes identifying how the city's allocation can best meet the needs of the community and fill gaps not identified by other programs.
- Take Time and Careful Consideration: Adequate time should be taken to carefully consider all alternatives for the prudent use of APRA funding prior to committing the resources to ensure the best use of temporary funding. Needs may evolve over a multi-year process and may be multi-phased.

Outreach

As part of the required public outreach, staff contacted our current human services providers to assess their needs as a result of the pandemic. We received eight responses with an estimated dollar amount of $665,000, this also includes $150,000 earmarked for potential small business grants to match what was previously administered with the CARES Act funding in 2020. Staff also received requests from Covington Water District ($212,000) and Soos Creek Water & Sewer District ($100,000) for assistance to residents with past due utility bills. Staff also submitted proposals for projects related to revenue losses ($1,899,000), IT ($289,000), and SWM infrastructure ($2,572,000). In total over $5,737,000 potential projects were identified. Since the final rules for ARPA have not been released, final vetting of the projects has not taken place. Staff anticipated having the final rules by the end of September but have not been given an updated timeline.

Staff Recommendation

The objective of CSLFRF is to help governments support families, businesses, and communities hardest hit by the COVID-19 public health emergency. Implementation of the Fiscal Recovery Funds also reflect the importance of public input, transparency, and accountability. Staff recommends incorporating ARPA appropriations into the city's budget process, which provides a built-in opportunity for public engagement, including formal public hearings, the budget workshop, and public comment during council meetings.

FISCAL IMPACT:

The City of Covington was awarded $5,910,958 and will receive the funds in two distributions. The first distribution was received in June 2021 and the second is estimated to be received in June of 2022. ARPA funding covers the period of March 3, 2021, through December 31, 2024. Costs must be incurred/obligated by December 31, 2024 and spent by December 31, 2026. Any funds not expended must be returned to Treasury.

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

Discussion only

REVIEWED BY: City Manager, City Attorney, Finance Director

ARPA Project Proposals

ATTACHMENT 1

Vendor/Responsible Department	Description	Amount
Human Services/Small Business Grants		
Children's Therapy Center	Pediatric therapy for kids with special needs	$ 170,600
Communities in Schools of Kent	Household aid, food, rent, internet, homelessness	55,000
Congolese Intergrational Network	Support services to African refugee's and immigrants	64,790
Crisis Connections	211 and 988 phone programs	130,000
DAWN	Support services to domestic violence survivor's	10,000
King County Sexual Assault Resource Center	Household aid, food, rent, internet, utilities, legal aid	15,000
Vine Maple Place	Household aid, rent homelessness, mental health	70,000
Small Business Grants	Small Business Grants	150,000
Total Human Services/Small Business Grants		**665,390**
Utility Districts		
Covington Water District	Past Due Customers	211,700
Soos Creek Water & Sewer District	Past Due Customers	100,000
Total Utility Districts		**311,700**
City Projects		
Revenue Losses	Revenue Losses	1,898,704
IT	Springbrook Upgrade	50,000
IT	Council Room AV	73,667
IT	Phone System Replacement	45,000
IT	Digital Signatures and Routing	2,600
IT	Cloud Based Network Security Behavior Detection	6,000
IT	Staff Mobile Workstations	TBD
IT	Network Penetration Testing	10,000
IT	Firewall Replacement and Improvements	67,000
IT	Azure Cloud Penetration Testing	10,000
IT	Internal Security Audit	25,000
SWM	OF31242 & OF41245 Lillian's First Addition Outfall Retrofits & SE 262nd PL Outfall	420,000
SWM	DC41167 212th AVE SE Outfall Retrofit	210,000
SWM	DC11170 Crystal View Outfall Retrofits	535,000
SWM	DC11172 Meridian Trace Outfall	270,000
SWM	DT31089 SE 275th Infiltration Trench	82,000
SWM	DP11104 Wingfield Pond Retrofit	325,000
SWM	S-04251 Covington Park Swale	150,000
SWM	DP21004 Victoria Glen Retrofit	580,000
Total City Projects		**4,759,971**
Total All Projects		**$ 5,737,061**

Agenda Item 6

Covington City Council Meeting
Date: October 26, 2021

SUBJECT: DISCUSS REPUBLIC SERVICES REQUEST TO EXTEND AND DECREASE THE RECYCLE PROCESSING CHARGE.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. Republic Services email dated September 30, 2021 regarding Annual CPI and Recycle Processing Charge
2. 2022 Rate Schedule

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

EXPLANATION:

History of Rate Increases:

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. 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. Because 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.

Recycle Processing Charge:

On July 23, 2019 city council authorized staff to implement a temporary recycle processing charge of $0.96 per month for single-family residents and $3.05 per cubic yard for commercial and multi-family customers for one-year effective August 1, 2019 through July 31, 2020.

On July 28, 2020 city council authorized staff to extend the temporary recycle processing charge of $0.96 per month for single-family residents and $3.05 per cubic yard for commercial and multi-family customers through December 31, 2020.

On October 13, 2020 Natalie Caulkins from Republic Services gave a PowerPoint presentation to city council regarding the State of Recycling 2020 and the ongoing effects and challenges of recycling affecting this region. During her presentation she mentioned the need to increase the recycle processing charge.

Along with the annual rate adjustment that went into effect on January 1, 2021, Republic Services requested to increase the recycle processing charge and extend the date. Republic Services requested an additional increase of $0.81 for a total of $1.77 per residential customer per month and an increase of $2.58 per cubic yard for a total of $5.63 per cubic yard for multi-family and commercial customers to help cover increased costs due to contamination and the continuing decline of commodity values.

On September 30, 2021, Staff received an email (Attachment 1) from Republic Services regarding solid waste rate change requests that include the annual CPI increase, a tipping fee increase from King County Solid Waste and a decrease in the recycling processing charge. The CPI is an increase of 6.29% and is allowed per the solid waste contract. The tipping fee change is a result of a tipping fee increase from King County Solid Waste. The tipping fee increased 9.37%. The large increase was partly due to not increasing the tipping fee in 2021. The increase in rates due to the increased tipping fee is also allowed per the solid waste contract. As for the recycling processing charge, Republic Services notified staff that it will decrease for 2022 but is still needed to help offset the costs. The residential rate will decrease from $1.77 to $1.10 per residential customer per month and multi-family/commercial will decrease from $5.63 to $3.52 per cubic yard for multi-family and commercial customers. The recycling processing charge needs council approval to continue as it has only been approved through 2021. Staff recommends extending the date until December 31, 2022. Before the end of 2022, Republic Services will be requested to provide the city council with updated information regarding recycling commodity values before the next annual rate adjustment.

Below is a table of the monthly fee for residential service.

Residential Waste Service

Cart Size	2021 Monthly Fee	2022 Monthly Fee
13-gallon	$8.45	$9.05
20-gallon	$13.05	$14.00
32-gallon	$19.98	$21.44
64-gallon	$28.84	$31.05
96-gallon	$38.78	$41.82

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

CITY COUNCIL ACTION: _____Ordinance _____Resolution __X__Motion ___Other

Councilmember _____ moves, Councilmember _____ seconds, to allow Republic Services to decrease the recycle processing charge to $1.10 per month for residential and $3.52 per cubic yard for multi-family/commercial through December 31, 2022.

REVIEWED BY: City Manager, City Attorney, Finance Director

From:	Wagner, Jeffrey
To:	Shellie Bates
Cc:	Don Vondran; Easley, Maria
Subject:	Annual CPI
Date:	Thursday, September 30, 2021 12:06:11 PM
Attachments:	2022 City of Covington RPC 9-28-21.xlsx 2022 Recycling Rate Analysis - Covington -Republic Analysis - 09-29-21 v2 TTM.xlsx City of Covington Rates - 1 January 2022.xlsx

Good afternoon Shellie,
Please find attached our request for our Annual CPI increase to take effect on Jan 1, 2022
The rate increase also includes the increase for King County Solid Waste
I have also included the request for our Recycle Processing Charge, supporting our request for a 2022 rate. This represents a decrease in rates from 2021 to $1.10 Res and $3.52 MF

I would also like to start placing the following message on customer invoices starting 10/31
"Rates will increase effective January 1, 2022 due to the annual CPI and the increase in King County Solid Waste Fees"

Please let Maria or I know if you have any questions
Thank you Shellie

Jeff Wagner
Municipal Manager
South King County

22010 76th Ave S
Kent, WA 98032
e jwagner4@republicservices.com
o 253-395-2094 c 253-376-2887
w RepublicServicesNW.com



Rate Schedule

City of Covington

Service Rate Schedule

Rates will be effective Jan 1, 2022

2022 CPI Multiplier	2021 Disposal	2022 Disposal	Excise tax rate
6.29%	$140.82	$154.02	0.0175

	Service Level	Pounds per Unit	Disposal Fee	Collection Fee	Service Fee	Collection Fee Adjustment	Disposal Fee Adjustment	New Collection Fee	New Disposal Fee	Mandatory Collection Adj	New Service Fee
Weekly	1 13-gallon Micro-Cart	5.90	$1.80	$6.77	$8.57	$ 0.43	$ 0.17	$ 7.20	$ 1.97	(0.12)	$ 9.05
	1 20-gallon Mini-Cart	11.88	$3.63	$9.54	$13.17	$ 0.60	$ 0.35	$ 10.14	$ 3.98	(0.12)	$ 14.00
Residential	1 32-gallon Garbage Cart	19.95	$6.10	$14.00	$20.10	$ 0.88	$ 0.58	$ 14.88	$ 6.68	(0.12)	$ 21.44
Curbside	1 64-gallon Garbage Cart	39.90	$12.19	$16.77	$28.96	$ 1.05	$ 1.16	$ 17.82	$ 13.35	(0.12)	$ 31.05
(includes	1 96-gallon Garbage Cart	59.85	$18.29	$20.61	$38.30	$ 1.30	$ 1.74	$ 21.91	$ 20.03	(0.12)	$ 41.82
embedded											
EoW recycling)	**YWFW Fees:**										
	EoW Yard-Food Waste service (includes 96-gallon cart)				$9.04	$ 0.57		$ 9.61			$ 9.61
	If City chooses to implement Mandatory MSW Collection Residential Service Rates will decrease				*$0.12*						$ 0.12
	If City chooses to implement Mandatory Residential Collection with YW Embedded Residential Service Rates will decrease				*$0.25*						$ 0.25
Weekly	**Cart Garbage Collection:**										
Commercial /	1 32-gallon Garbage Cart	19.95	$6.10	$15.38	$21.48	$ 0.97	$ 0.58	$ 16.35	$ 6.68		$ 23.03
Multifamily	1 64-gallon Garbage Cart	39.90	$12.19	$22.20	$34.39	$ 1.40	$ 1.16	$ 23.60	$ 13.35		$ 36.95
(includes	1-96 gallon Garbage Cart	59.85	$18.29	$32.40	$50.69	$ 2.04	$ 1.74	$ 34.44	$ 20.03		$ 54.47
embedded											
recycling)											

						Collection Fee Adjustment	Disposal Fee Adjustment	New Collection Fee	New Disposal Fee	New Service Fee	New Extra Lift Fee
Commercial /	1 Cubic yard, 1 pickup/week	137.69	$42.08	$59.91	$101.99	$ 3.77	$ 4.01	$ 63.68	$ 46.09	$ 109.77	$ 25.35
Multifamily	1 Cubic yard, 2 pickups/week	275.37	$84.16	$119.83	$203.99	$ 7.53	$ 8.03	$ 127.36	$ 92.19	$ 219.55	$ 25.35
Detachable	1 Cubic yard, 3 pickups/week	413.06	$126.25	$179.72	$305.97	$ 11.30	$ 12.04	$ 191.02	$ 138.29	$ 329.31	$ 25.35
Container	1 Cubic yard, 4 pickups/week	550.74	$168.33	$239.63	$407.96	$ 15.06	$ 16.05	$ 254.69	$ 184.38	$ 439.07	$ 25.35
(loose)	1 Cubic yard, 5 pickups/week	688.43	$210.41	$299.54	$509.95	$ 18.83	$ 20.07	$ 318.37	$ 230.48	$ 548.85	$ 25.35
	1.5 Cubic Yard, 1 pickup/week	206.53	$63.12	$80.64	$143.76	$ 5.07	$ 6.02	$ 85.71	$ 69.14	$ 154.85	$ 35.76
	1.5 Cubic Yard, 2 pickups/week	413.06	$126.25	$161.26	$287.51	$ 10.14	$ 12.04	$ 171.40	$ 138.29	$ 309.69	$ 35.76
	1.5 Cubic Yard, 3 pickups/week	619.58	$189.37	$241.91	$431.28	$ 15.20	$ 18.06	$ 257.11	$ 207.43	$ 464.54	$ 35.76
	1.5 Cubic Yard, 4 pickups/week	826.11	$252.49	$322.54	$575.03	$ 20.27	$ 24.08	$ 342.81	$ 276.57	$ 619.38	$ 35.76
	1.5 Cubic Yard, 5 pickups/week	1,032.64	$315.61	$403.19	$718.80	$ 25.34	$ 30.10	$ 428.53	$ 345.71	$ 774.24	$ 35.76
	2 Cubic Yard, 1 pickup/week	275.37	$84.16	$98.98	$183.14	$ 6.22	$ 8.03	$ 105.20	$ 92.19	$ 197.39	$ 45.59
	2 Cubic Yard, 2 pickups/week	550.74	$168.33	$197.97	$366.30	$ 12.44	$ 16.05	$ 210.41	$ 184.38	$ 394.79	$ 45.59
	2 Cubic Yard, 3 pickups/week	826.11	$252.49	$296.92	$549.41	$ 18.66	$ 24.08	$ 315.58	$ 276.57	$ 592.15	$ 45.59
	2 Cubic Yard, 4 pickups/week	1,101.48	$336.65	$395.93	$732.58	$ 24.89	$ 32.11	$ 420.82	$ 368.76	$ 789.58	$ 45.59
	2 Cubic Yard, 5 pickups/week	1,376.85	$420.82	$494.90	$915.72	$ 31.11	$ 40.14	$ 526.01	$ 460.96	$ 986.97	$ 45.59
	3 Cubic Yard, 1 pickup/week	413.06	$126.25	$146.69	$272.94	$ 9.22	$ 12.04	$ 155.91	$ 138.29	$ 294.20	$ 67.94
	3 Cubic Yard, 2 pickups/week	826.11	$252.49	$293.39	$545.88	$ 18.44	$ 24.08	$ 311.83	$ 276.57	$ 588.40	$ 67.94
	3 Cubic Yard, 3 pickups/week	1,239.17	$378.74	$440.08	$818.82	$ 27.66	$ 36.12	$ 467.74	$ 414.86	$ 882.60	$ 67.94
	3 Cubic Yard, 4 pickups/week	1,652.22	$504.98	$586.79	$1,091.77	$ 36.88	$ 48.16	$ 623.67	$ 553.14	$ 1,176.81	$ 67.94
	3 Cubic Yard, 5 pickups/week	2,065.28	$631.23	$733.49	$1,364.72	$ 46.10	$ 60.20	$ 779.59	$ 691.43	$ 1,471.02	$ 67.94
	4 Cubic Yard, 1 pickup/week	550.74	$168.33	$188.51	$356.84	$ 11.85	$ 16.05	$ 200.36	$ 184.38	$ 384.74	$ 88.86
	4 Cubic Yard, 2 pickups/week	1,101.48	$336.65	$377.01	$713.66	$ 23.70	$ 32.11	$ 400.71	$ 368.76	$ 769.47	$ 88.86
	4 Cubic Yard, 3 pickups/week	1,652.22	$504.98	$565.53	$1,070.51	$ 35.55	$ 48.16	$ 601.08	$ 553.14	$ 1,154.22	$ 88.86

City of Covington

Service Rate Schedule

							2021 Disposal $140.82					
	4 Cubic Yard, 4 pickups/week	2,202.96	$673.31	$754.03	$1,427.34	$ 47.39	$ 64.22	$ 801.42	$ 737.53	**$ 1,538.95**	**$ 88.86**	
	4 Cubic Yard, 5 pickups/week	2,753.70	$841.63	$942.54	$1,784.17	$ 59.24	$ 80.27	$ 1,001.78	$ 921.90	**$ 1,923.68**	**$ 88.86**	
	6 Cubic Yard, 1 pickup/week	826.11	$252.49	$282.09	$534.58	$ 17.73	$ 24.08	$ 299.82	$ 276.57	**$ 576.39**	**$ 133.12**	
	6 Cubic Yard, 2 pickups/week	1,652.22	$504.98	$564.17	$1,069.15	$ 35.46	$ 48.16	$ 599.63	$ 553.14	**$ 1,152.77**	**$ 133.12**	
	6 Cubic Yard, 3 pickups/week	2,478.33	$757.47	$846.25	$1,603.72	$ 53.19	$ 72.25	$ 899.44	$ 829.72	**$ 1,729.16**	**$ 133.12**	
	6 Cubic Yard, 4 pickups/week	3,304.44	$1,009.96	$1,128.35	$2,138.31	$ 70.92	$ 96.33	$ 1,199.27	$ 1,106.29	**$ 2,305.56**	**$ 133.12**	
	6 Cubic Yard, 5 pickups/week	4,130.55	$1,262.45	$1,410.43	$2,672.88	$ 88.65	$ 120.41	$ 1,499.08	$ 1,382.86	**$ 2,881.94**	**$ 133.12**	
	8 Cubic Yard, 1 pickup/week	1,101.48	$336.65	$368.20	$704.85	$ 23.14	$ 32.11	$ 391.34	$ 368.76	**$ 760.10**	**$ 175.54**	
	8 Cubic Yard, 2 pickups/week	2,202.96	$673.31	$736.43	$1,409.74	$ 46.29	$ 64.22	$ 782.72	$ 737.53	**$ 1,520.25**	**$ 175.54**	
	8 Cubic Yard, 3 pickups/week	3,304.44	$1,009.96	$1,104.62	$2,114.58	$ 69.43	$ 96.33	$ 1,174.05	$ 1,106.29	**$ 2,280.34**	**$ 175.54**	
	8 Cubic Yard, 4 pickups/week	4,405.93	$1,346.62	$1,472.84	$2,819.46	$ 92.57	$ 128.44	$ 1,565.41	$ 1,475.06	**$ 3,040.47**	**$ 175.54**	
	8 Cubic Yard, 5 pickups/week	5,507.41	$1,683.27	$1,841.05	$3,524.32	$ 115.72	$ 160.55	$ 1,956.77	$ 1,843.82	**$ 3,800.59**	**$ 175.54**	
	Extra loose cubic yard, per pickup	137.69	$9.72	$8.22	$17.94	$ 0.52	$ 0.93	$ 8.74	$ 10.65	**$ 19.39**		
Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container	481.9	$147.29	$472.16	$619.45	$ 29.68	$ 14.05	$ 501.84	$ 161.34	**$ 663.18**	**$ 153.16**	
	2 Cubic Yard Container	963.8	$294.57	$535.54	$830.11	$ 33.66	$ 28.10	$ 569.20	$ 322.67	**$ 891.87**	**$ 205.97**	
	3 Cubic Yard Container	1,445.7	$441.86	$572.19	$1,014.05	$ 35.96	$ 42.14	$ 608.15	$ 484.00	**$ 1,092.15**	**$ 252.23**	
	4 Cubic Yard Container	1,927.6	$589.14	$595.48	$1,184.62	$ 37.43	$ 56.19	$ 632.91	$ 645.33	**$ 1,278.24**	**$ 295.21**	
	6 Cubic Yard Container	2,891.4	$883.72	$845.25	$1,728.97	$ 53.13	$ 84.29	$ 898.38	$ 968.01	**$ 1,866.39**	**$ 431.04**	

	Service Level (based on pick ups)	Daily	Monthly	Delivery	Haul	Daily Rent Adjustment	Monthly Rent Adjustment	Delivery Fee Adjustment	Haul Rate Adjustment	New Daily Rent	New Monthly Rent
Commercial Drop-box Collection	Non-compacted 15 cubic yard Drop-box	$1.51	$ 46.04	$ 97.86	$ 184.20	$ 0.09	$ 2.89	$ 6.15	$ 11.58	$ 1.60	$ 48.93
	Non-compacted 20 cubic yard Drop-box	$1.62	$ 48.35	$ 97.86	$ 184.20	$ 0.10	$ 3.04	$ 6.15	$ 11.58	$ 1.72	$ 51.39
	Non-compacted 25 cubic yard Drop-box	$1.69	$ 50.66	$ 97.86	$ 184.20	$ 0.11	$ 3.18	$ 6.15	$ 11.58	$ 1.80	$ 53.84
	Non-compacted 30 cubic yard Drop-box	$1.73	$ 51.82	$ 97.86	$ 184.20	$ 0.11	$ 3.26	$ 6.15	$ 11.58	$ 1.84	$ 55.08
	Non-compacted 40 cubic yard Drop-box	$1.79	$ 54.11	$ 97.86	$ 184.20	$ 0.11	$ 3.40	$ 6.15	$ 11.58	$ 1.90	$ 57.51
	Compacted 15 cubic yard Drop-box			$ 97.86	$ 207.23			$ 6.15	$ 13.03		
	Compacted 20 cubic yard Drop-box			$ 97.86	$ 207.23			$ 6.15	$ 13.03		
	Compacted 25 cubic yard Drop-box			$ 97.86	$ 207.23			$ 6.15	$ 13.03		
	Compacted 30 cubic yard Drop-box			$ 97.86	$ 207.23			$ 6.15	$ 13.03		
	Compacted 40 cubic yard Drop-box			$ 97.86	$ 207.23			$ 6.15	$ 13.03		

	Service Level	Pounds per Unit	Disposal Fee	Collection Fee	Haul Charge	Collection Fee Adjustment	Disposal Fee Adjustment	New Collection Fee	New Disposal Fee	New Service Fee
Temporary Collection Hauling	2 Yard detachable container	275.37	$19.44	$18.75	$38.19	$ 1.18	$ 1.85	$ 19.93	$ 21.29	**$ 41.22**
	4 Yard detachable container	550.74	$38.87	$37.52	$76.39	$ 2.36	$ 3.71	$ 39.88	$ 42.58	**$ 82.46**
	6 Yard detachable container	826.11	$58.31	$56.26	$114.57	$ 3.54	$ 5.56	$ 59.80	$ 63.87	**$ 123.67**
	8 Yard detachable container	1,101.48	$77.75	$75.04	$152.79	$ 4.72	$ 7.42	$ 79.76	$ 85.17	**$ 164.93**
	Non-compacted 10 cubic yard Drop-box				$197.84	$ 12.44		$ 210.28	$ -	**$ 210.28**
	Non-compacted 20 cubic yard Drop-box				$197.84	$ 12.44		$ 210.28	$ -	**$ 210.28**
	Non-compacted 30 cubic yard Drop-box				$197.84	$ 12.44		$ 210.28	$ -	**$ 210.28**
	Non-compacted 40 cubic yard Drop-box				$197.84	$ 12.44		$ 210.28	$ -	**$ 210.28**

	Service Level		Delivery Fee	Daily Rental	Monthly Rental	Delivery Fee Adjustment	Daily Rent Adjustment	Monthly Rent Adjustment	New Delivery Fee	New Daily Rent
Temporary Collection Container Rental	2 Yard detachable container		$46.53	$ 2.30	$ 70.23	$ 2.92	$ 0.14	$ 4.41	$ 49.45	$ 2.44
	4 Yard detachable container		$46.53	$ 2.30	$ 70.23	$ 2.92	$ 0.14	$ 4.41	$ 49.45	$ 2.44
	6 Yard detachable container		$46.53	$ 2.30	$ 70.23	$ 2.92	$ 0.14	$ 4.41	$ 49.45	$ 2.44
	8 Yard detachable container		$46.53	$ 2.30	$ 70.23	$ 2.92	$ 0.14	$ 4.41	$ 49.45	$ 2.44

City of Covington

Service Rate Schedule

								2021 Disposal $140.82				
and Delivery	Non-compacted 10 cubic yard Drop-box		$98.91	$ 5.75	$ 175.56	$ 6.22	$ 0.36	$ 11.03		$ 105.13	$ 6.11
	Non-compacted 20 cubic yard Drop-box		$98.91	$ 5.75	$ 175.56	$ 6.22	$ 0.36	$ 11.03		$ 105.13	$ 6.11
	Non-compacted 30 cubic yard Drop-box		$98.91	$ 5.75	$ 175.56	$ 6.22	$ 0.36	$ 11.03		$ 105.13	$ 6.11
	Non-compacted 40 cubic yard Drop-box		$98.91	$ 5.75	$ 175.56	$ 6.22	$ 0.36	$ 11.03		$ 105.13	$ 6.11

City of Covington

Ancillary Fee Schedule
Rates will be effective Jan 1, 2022

2021 CPI Multiplier	2021 Disposal $140.82	2022 Disposal	Excise tax rate
6.29%		$154.02	0.0175

	Miscellaneous Fees:	Pounds per Unit	Disposal Fee	Collection Fee	Service Fee	Collection Fee Adjustment	Disposal Fee Adjustment	New Collection Fee	New Disposal Fee	New Service Fee
Residential Curbside	Extras (32 gallon equivalent)	19.95	$ 1.41	$ 4.41	$ 5.82	$ 0.28	$ 0.13	$ 4.69	$ 1.54	**$ 6.23**
	Additional Yard-Food Waste service				$6.12	$ 0.38		$ 6.50		**$ 6.50**
	Extra Yardwaste (per 32 gallon)				$4.37	$ 0.27		$ 4.64		**$ 4.64**
	Return Trip				$17.46	$ 1.10		$ 18.56		**$ 18.56**
	Carry-out Charge, per 25 ft, per month				$5.82	$ 0.37		$ 6.19		**$ 6.19**
	Drive-in Charge, per month				$5.82	$ 0.37		$ 6.19		**$ 6.19**
	Overweight/Oversize container (per p/u)				$5.82	$ 0.37		$ 6.19		**$ 6.19**
	Bad Debt Service Interruption, container retrieval				$52.37	$ 3.29		$ 55.66		**$ 55.66**
	Redelivery of containers				$17.46	$ 1.10		$ 18.56		**$ 18.56**
	Extra Recycling Container, per month				$2.92	$ 0.18		$ 3.10		**$ 3.10**
	NSF Check Fee				$46.53	$ 2.92		$ 49.45		**$ 49.45**
	Cart Cleaning (per cart per event in conjunction cart redelivery)				$5.82	$ 0.37		$ 6.19		**$ 6.19**
On-Call Bulky Waste Collection	White Goods, except refrigerators				$64.01	$ 4.02		$ 68.03		**$ 68.03**
	Refrigerators, Freezers and Console TVs				$87.28	$ 5.49		$ 92.77		**$ 92.77**
	Sofas, Chairs, Mattresses				$64.01	$ 4.02		$ 68.03		**$ 68.03**

Commercial / Multifamily	Miscellaneous Fees:	Pounds per Unit	Disposal Fee	Collection Fee	Service Fee	Collection Fee Adjustment	Disposal Fee Adjustment	New Collection Fee	New Disposal Fee	New Service Fee
	Extras (32 gallon equivalent)	19.95	$ 1.41	$ 4.41	$ 5.82	$ 0.28	$ 0.13	$ 4.69	$ 1.54	**$ 6.23**
	Return Trip				$17.46	$ 1.10		$ 18.56		**$ 18.56**
	Drive-in Charge, per month				$5.82	$ 0.37		$ 6.19		**$ 6.19**
	Overweight/Oversize container (per p/u)				$46.53	$ 2.92		$ 49.45		**$ 49.45**
	Suspension of service, container retrieval				$52.37	$ 3.29		$ 55.66		**$ 55.66**
	Redelivery of containers				$17.46	$ 1.10		$ 18.56		**$ 18.56**
	NSF Check Fee				$46.53	$ 2.92		$ 49.45		**$ 49.45**
	Cart Cleaning - up to 8yd (per cart per event)				$40.73	$ 2.56		$ 43.29		**$ 43.29**
	Cart Cleaning - over 8yd (per cart per event)				$64.01	$ 4.02		$ 68.03		**$ 68.03**
	Roll-out Container over 15 feet (per p/u)				$3.49	$ 0.22		$ 3.71		**$ 3.71**
	Unlock Container (per p/u)				$1.75	$ 0.11		$ 1.86		**$ 1.86**
	Gate Opening (per p/u)				$1.75	$ 0.11		$ 1.86		**$ 1.86**
	Container Repair (per hour) plus materials				$87.28	$ 5.49		$ 92.77		**$ 92.77**
	Damaged/Missing Container Replacement Fee				Current Container Value					**Current Container Value**

	Miscellaneous Fees:				Per Event	Fee Adjustment				New Per Event Fee
Drop-box Collection	Return Trip				$29.11	$ 1.83				**$ 30.94**
	Lidded Containers (per month)				$23.28	$ 1.46				**$ 24.74**
	Locking Containers (per month)				$5.82	$ 0.37				**$ 6.19**
	Compactor Connect / Disconnect				$17.46	$ 1.10				**$ 18.56**
	Drop-box turn around charge				$17.46	$ 1.10				**$ 18.56**

	Labor Service				$ per/hour	Fee Adjustment				New Per Hour Fee
Hourly Rates	Rear/Side-load packer + driver				**$122.19**	$ 7.68				**$ 129.87**
	Front-load packer + driver				**$122.19**	$ 7.68				**$ 129.87**
	Drop-box Truck + driver				**$122.19**	$ 7.68				**$ 129.87**
	Weekend/Holiday Service per Hour (4-hour minimum)				**$69.82**	$ 4.39				**$ 74.21**
	Clean-up				**$69.82**	$ 4.39				**$ 74.21**
	Additional Labor (per person)				**$52.37**	$ 3.29				**$ 55.66**

SUBJECT: RESOLUTION TO RATIFY AND CONFIRM THE CITY OF COVINGTON PROCLAMATION OF PUBLIC WORKS EMERGENCY AND ORDER, NO. 01-2021, EXECUTED BY THE CITY MANAGER ON OCTOBER 12, 2021.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1) Proposed resolution to ratify and confirm the City of Covington Proclamation of Public Works Emergency and Order.
2) Bid from Northwest Roof Service, Inc. for emergency roof repairs.

PREPARED BY: Mark Orthmann, City Attorney

EXPLANATION:

On October 12, 2021, the city manager issued an emergency public works proclamation to waive competitive bidding requirements to allow staff to contract for the immediate repair of a water leak located on the roof of the of the Covington Police Department building located at the Town Center Site, which was formerly Covington Elementary School.

On September 20, 2021, staff discovered a leak in the building; however, the cause of the leak was not known, and the leak appeared to stop. The leak resurfaced on September 30, 2021 and required a bucket to collect the water. Staff contacted a contractor who, on October 5, 2021, assessed the damage, located the leak, and provided a bid for repairs.

After meeting internally on October 12, 2021 to discuss the problem, staff determined that the leak must be resolved immediately, and any further delay would likely result in further material loss and damage to the building and equipment inside. The leak presents a real, immediate threat to the proper performance of essential functions because expensive equipment could be damaged, and mold could develop quickly during the damp fall and winter seasons. Addressing the issue immediately will allow staff to protect the city's investment in the building and mitigate any potential mold issues. Furthermore, the leak situation will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

In response to the situation, the city manager executed the emergency public works proclamation on October 12, 2021 declaring an emergency, waiving competitive bidding requirements, and authorizing all necessary contracts to be awarded to address the emergency. The declaration was issued pursuant to Chapter 2.50 CMC, Chapter 38.52 RCW, and RCW 39.04.280. A $3,831.68 contract was entered into with Northwest Roof Service, Inc. on October 14, 2021 to perform the emergency roof repair work.

Pursuant to RCW 39.04.280(2)(b), the waiver of competitive bidding requirements to address the emergency requires that written findings of the existence of the emergency must be entered into

the record within two weeks of the award of the emergency contract. The attached resolution will confirm and approve the proclamation of emergency and will serve as the entering of written findings demonstrating the existence of the public works emergency.

During the course of resolving this emergency situation, staff realized that the city's emergency contracting process requires updates to enable quick and efficient responses to problems as they arise. Staff will return to council at a future date with recommendations regarding emergency procurement processes and delegation of authority.

ALTERNATIVES: Do not pass the resolution and provide direction to staff.

FISCAL IMPACT: The bid from Northwest Roof Service, Inc., including sales tax, is for a total of $3,831.68. The 2021 base budget includes $2,000 for repairs and maintenance of the building, if needed this will be increased during the 2021 budget amendment.

CITY COUNCIL ACTION: ____ Ordinance __X__Resolution ____ Motion ____ Other

Councilmember_____ moves, Councilmember _____ seconds, to approve the resolution to ratify and confirm the City of Covington Proclamation of Public Works Emergency and Order, No. 01-2021, executed by the city manager on October 12, 2021.

REVIEWED BY: City Manager, Finance Director, and City Attorney

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, TO RATIFY AND CONFIRM THE CITY OF COVINGTON PROCLAMATION OF PUBLIC WORKS EMERGENCY AND ORDER, NO. 01-2021, EXECUTED BY THE CITY MANAGER ON OCTOBER 12, 2021.

WHEREAS, on September 20, 2021, City of Covington ("City") staff discovered water leaking into the City Police Department building located at the Town Center Site, 17070 SE Wax Rd, Covington, WA, 98042 (the "Building"); and

WHEREAS, the leak worsened and staff contacted a contractor who, on October 5, 2021, provided the City with a bid and photographs showing a hole in the steel roof and several loose seams in need of immediate repair; and

WHEREAS, after consulting with City maintenance and public works staff on October 12, 2021, it was determined that the leak needs to be repaired as quickly as possible to protect the Building, equipment, and hardware from further damage and to maintain the operations of the Covington Police Department; and

WHEREAS, Chapter 2.50 of the City of Covington Municipal Code ("CMC") and Chapter 38.52 RCW authorize the City of Covington City Manager ("City Manager") to exercise emergency powers; and

WHEREAS, in the event of an emergency, RCW 39.04.280(2)(b) authorizes cities to declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the city to address the emergency situation; and

WHEREAS, this situation constitutes a public works emergency and necessitates the utilization of emergency powers granted pursuant to Chapter 2.50 CMC, Chapter 38.52 RCW, and RCW 39.04.280(2)(b); and

WHEREAS, in the exercise of these authorities, the City Manager executed City of Covington Proclamation of Public Works Emergency and Order No. 01-2021 on October 12, 2021 ("Proclamation No. 01-2021"); and

WHEREAS, on October 14 2021, the City contracted with Northwest Roof Service, Inc. to perform the emergency repair; and

WHEREAS, the City Council wishes to ratify and confirm Proclamation No. 01-2021 and the acts of the City, City departments, staff, and the City Manager that have been and will be taken in connection with the emergency related to the Building's leaking roof; and

WHEREAS, pursuant to requirements of RCW 39.04.280(2)(b), this resolution serves as the written findings of the existence of an emergency;

NOW THEREFORE, the City Council of the City of Covington, King County, Washington, resolves as follows:

Section 1. Proclamation No. 01-2021, which is attached as Exhibit A, is ratified, confirmed, and incorporated herein as if it were set forth in full.

Section 2. Findings of Fact. The recitals set forth above and in Proclamation 01-2021 are adopted as the City Council's findings of fact and duly entered into the record.

Section 3. A public works emergency exists pursuant to Chapter 2.50 CMC, Chapter 38.52 RCW, and RCW 39.04.280.

Section 3. Any and all acts undertaken by the City, City departments, staff, and the City Manager consistent with this resolution and Proclamation No. 01-2021 related to the emergency repair of the Building's roof, and prior to the effective date hereof, are ratified and confirmed.

Section 4. Any and all acts undertaken by the City, City departments, staff, and the City Manager consistent with this resolution and Proclamation No. 01-2021 related to the emergency repair of the Building's roof, and following the effective date hereof, are authorized until the emergency situation is resolved at which time Proclamation No. 01-2021 shall terminate and expire without further action by the City Council or City Manager.

Section 5. Severability. If any section, paragraph, sentence, clause, or phrase of this resolution, or its application to any person or situation, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this resolution or its application to other persons or situation. The City Council of the City of Covington hereby declares that it would have adopted this resolution and each section, subsection, sentence, clauses, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 6. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this resolution are authorized to make any necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers, and any reference thereto.

Section 7. Effective Date. This resolution shall be effective immediately upon passage by the City Council of the City of Covington.

Passed by the City Council of the City of Covington this 26th day of October, 2021.

Signed in authentication of its passage this ___ day of _____, 2021.

[Signature Page Follows]

_____
Mayor Jeff Wagner

Authenticated:

_____
Joan Michaud, City Clerk

APPROVED AS TO FORM:

_____
Mark Orthmann, City Attorney

Exhibit A

CITY OF COVINGTON
PROCLAMATION OF PUBLIC WORKS EMERGENCY AND ORDER

No. 01-2021

October 12, 2021

WHEREAS, the remaining buildings of the former Covington Elementary located at the Town Center Site, 17070 SE Wax Rd, Covington, WA 98042, are currently occupied by Covington Police Department; and

WHEREAS, the City of Covington purchased the Town Center Site from the Kent School District in 2019 and the buildings were not occupied by Covington Police Department or other city employees until spring of 2021; and

WHEREAS, on September 20, 2021, a leak from the ceiling was discovered in one building's room. The cause of the leak was initially unknown (roof leak, fire suppression sprinklers, etc.). The leak appeared to stop but resurfaced on September 30, 2021. At that point, the leak was substantial enough to require a bucket to collect water; and

WHEREAS, after the second leak, a contractor was contacted to assess the damage. On October 5, 2021, the contractor provided a bid and photographs showing a hole in the steel roof and several additional loose seams that are in need of immediate repair; and

WHEREAS, until this point, staff was unaware of the scope of the issue, the nature of the necessary repairs, and the timing that they would need to be accomplished; and

WHEREAS, as it is now fall, it is expected that rain will continue and the leaks will worsen. Fortunately, the one known leak is currently just leaking on the floor. If the open seems are not addressed expediently, there may be additional leaks as rain is expected to continue throughout the fall and winter; and

WHEREAS, after consulting with city staff on October 12, 2021, it was determined that this leak must be resolved immediately, and any additional delay will likely result in further material loss and damage to the building; and

WHEREAS, several rooms in the building are not regularly in use and leaks may not be immediately discovered. Additionally, expensive electronics and computer equipment, including an Automated Fingerprint Identification Systems ("AFIS") machine, are housed in the building. A water leak on any of this equipment could very quickly cause costly damages. Stopping the leaks immediately will also allow the staff to attempt to mitigate potential moisture and mold issues that can develop quickly and protect the city from additional costly repairs; and

WHEREAS, Chapter 2.50 of City of Covington Municipal Code ("CMC") specifically authorizes the city manager declare civil emergencies and to exercise all

powers granted under Chapter 2.50 CMC, Chapter 38.52 RCW, and as otherwise provided by law; and

WHEREAS, pursuant to Chapter 2.50 CMC, Chapter 38.52 RCW, and RCW 39.04.280(2)(b), the city manager may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the city to address the emergency situation; and

WHEREAS, the situation described herein was an unforeseen circumstance beyond the control of the city; and

WHEREAS, the City of Covington purchased the property from the Kent School District in 2019 and was not aware that the roof had not been maintained on the buildings. Because the building was not occupied by the Covington Police Department until the spring, there has not been sufficient inclement weather for leaks to develop until now. The leak was initially discovered on September 20, 2021 but the cause was not initially known to be the roof. The city was unaware of the scope of the issue until it received photographs and an explanation from the contractor bidding for repairs on October 5, 2021, and staff did not realize the true scope and immediacy of the issue until October 12, 2021; and

WHEREAS, the situation described herein presents a real, immediate threat to the proper performance of essential functions and, unchecked, the leak could harm electronics and equipment housed in the Covington Police Department. Damage to the equipment contained in the building may prevent access to essential office equipment including the printer, desktop computers, and AFIS equipment; and

WHEREAS, mold issues often manifest quickly in damp climates. Mold can quickly cause respiratory and other illnesses and, in extreme cases, can render buildings uninhabitable. This could potentially de-house the Covington Police Department, which would substantially impact daily operations of the Covington Police Department. Addressing the cause of the moisture immediately will allow the city to expediently mitigate potential mold issues, further protecting the city's investment in the buildings that are intended to house Covington Police Department for the next several years; and

WHEREAS, the situation described herein will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken because rain and inclement weather are expected to continue in this region for the next several months. If not addressed immediately, the building will likely suffer additional water damage and potential mold issues; and

WHEREAS, an emergency, as defined in CMC 2.50.020(4), exists in the City of Covington and the current conditions warrant the proclamation of a CMC 2.50.090 emergency, as defined in CMC 2.50.020(4), and take further emergency action as set forth in CMC 2.50.100; and

WHEREAS, this public works emergency necessitates the utilization of emergency powers granted to the city manager pursuant to Chapter 2.50 CMC, Chapter 38.52 RCW, and RCW 39.04.280 to take immediate action to protect public property; and

WHEREAS, this emergency necessitates the waiver of competitive bidding requirements and the award of all necessary contracts;

NOW THEREFORE, I, REGAN BOLLI, AS CITY MANAGER OF THE CITY OF COVINGTON, PROCLAIM, DECLARE, AND ORDER AS FOLLOWS:

A. The recitals set forth above are incorporated as findings of fact.

B. A public works emergency exists related to the repair of the roof of the former Covington Elementary building at the Town Center Site, currently housing the Covington Police Department, which includes, but is not limited to the repair of one known leak and multiple other potential leaks in the roof due to open seams and holes in the roof of the building.

C. Pursuant to RCW 39.04.280(b), the competitive bidding requirements for this work are hereby waived and all necessary contracts may be awarded on behalf of the City of Covington to address this emergency situation.

D. Within two weeks of the execution of any contract awarded without competitive bidding due to the emergency described herein, this proclamation of public works emergency and order shall be presented to the City of Covington City Council to enter a written finding into the record documenting the existence of the emergency.

E. This emergency proclamation shall expire unless ratified and confirmed by the Covington City Council at the next regularly scheduled city council meeting at the latest.

Regan Bolli, City Manager

10/12/2021 3:00pm

Date and Time

No. 021-702

Northwest Roof Service, Inc.

801 Central Ave N Kent, WA 98032

Seattle	Bellevue	South King County	Tacoma	Western WA
206.624.1102	425.454.2079	253.859.0903	253.627.1567	1.800.244.4705

FAX: 253.850.3580 **Email: jasonh@nwroof.com** www.nwroof.com

Jason Hamilton — Estimator

ROOFING PROPOSAL & SALES AGREEMENT — Contractors Registration No. NORTHRS088DW

October 6, 2021 — Date

Proposal Submitted To		Work To Be Performed At	
Name	City of Covington	Name	Covington Police Department
Street	16720 SE 271st St. #100	Street	17070 SE Wax Rd.
City/State/Zip	Covington, WA. 98042	City/State/Zip	Covington, WA. 98042
Contact Person	John Goudette	Contact Person	John Goudette
Telephone /Cell	253-480-2473	Telephone / Cell	253-480-2473
Fax / e-mail	jgaudette@covingtonwa.gov	Fax / e-mail	jgaudette@covingtonwa.gov

Bid for: Metal roof repair

1. Remove seven deteriorate HVAC vent pipe flashings and replace them with 3" Deck Tight metal roof flashings.
2. Seal the pipe flashings with polyurethane sealant and fasten with rubber grommet screws.
3. Remove and replace 8" flashing around furnace exhaust B-vent and install the proper high temp flashing.
4. Seal the flashings with polyurethane sealant and fasten with rubber grommet screws.
5. Clean off all old sealant at the end laps of the ridge cap seams. Reseal with compatible polyurethane sealant.
6. Inspect roof surface and look for areas of rust and / or pine holes created by rusting metal panels.
7. Clean up and remove all roofing related debris form jobsite.

Note: Any Additional work not specifically outlined in the specifications above will be performed on a time and material basis.

Investment Quote $ **3,525.00** Price Valid For 30 Days

Plus Tax / Terms: Net 10 days

At such time the contract price has been paid in full, and upon following manufactures maintenance recommendations, the ***installation workmanship*** on the specifications outlined above will be guaranteed for a period of **1 year.**

Conditions of Sale

It is mutually agreed between buyer and contractor that the information listed herein represents an order to purchase the described products and services. Acceptance of this order by NORTHWEST ROOF SERVICE, INC. shall complete this Agreement. No verbal statements or other agreements shall change any part of this contract. Title to the described products passes to buyer when products are installed at the address shown on this contract or delivered to the buyer for self use. Each person signing this contract signs as a principal on behalf of the named parties and himself, personally. This order is payable when NORTHWEST ROOF SERVICE, INC. determines that the installation or product shipment has been completed. Should the work be in progress more than thirty (30) days, a monthly statement shall be mailed on the first of the month for work completed to date. The contract price includes a 5% cash discount. Buyer agrees to make payment within ten (10) days of each statement date. If payment is not timely made, contractor may, at its discretion, cease working on the job until payment is made. After ten (10) days from the statement date, the account becomes past due and is subject to 1-1/2% per month late charges for business and commercial work and 1% per month for residential work from the date of the invoice. In the event a past due amount is referred to attorneys for collection, the contractor shall receive attorney's fees, court costs and expert witness fees in addition to any amounts due on the past due account. Both parties consent to jurisdiction and venue of the courts of King County, Washington. Transportation charges are included in the final sales price unless specifically noted in this Agreement. All payments shall be made to NORTHWEST ROOF SERVICE, INC., 801 Central Ave N, Kent, Washington 98032, or such address as shall be designated by NORTHWEST ROOF SERVICE, INC. In addition the buyer agrees to read the contractors disclosure and disclaimer on the reverse side of page one of this proposal and agrees to the terms and conditions listed herein.

Buyers Approval **Date** **NRS, INC. Supervisor's Approval**

DISCUSSION OF FUTURE AGENDA ITEMS:

8:00 a.m., Saturday, October 30, 2021 Special Meeting
Budget Workshop
(draft agenda attached)

6:00 p.m., Tuesday, November 9, 2021 Special Meeting
Joint Study Session with Human Services Commission
(draft agenda attached)

7:00 p.m., Tuesday, November 9, 2021 Regular Meeting
(draft agenda attached)

Draft
as of 10/20/2021

CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL BUDGET WORKSHOP

www.covingtonwa.gov

Saturday, October 30, 2021
8:00 a.m.

City Council Chambers, 16720 SE 271st Street
Suite 100, Covington, WA 98042
In-person and Virtually/Telephonically via Zoom Platform

(Council & Leadership Team Breakfast beginning @ 7:30 a.m.)

In compliance with state legislative and executive actions responding to the COVID-19 emergency, this city council special meeting will be held in a hybrid format with in-person, telephonic, and virtual options for public viewing and participation. All individuals must wear face coverings and practice social distancing from non-household members.

The Budget Workshop will be held in-person and virtually/telephonically as follows:

Join in-person: City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, WA 98042

Join Online: https://us02web.zoom.us/j/81654299293?pwd=OVAxWkxpMTFkUTgwRTcyNHNlc3JQdz09
Passcode: Budget

Join by Telephone: 253-215-8782
Webinar ID: 816 5429 9293
Passcode: 679331

GENERAL INFORMATION:
The workshop is an informal meeting involving discussion between and among the City Council and city staff regarding presentations and strategies. Workshops may involve presentations, feedback, brainstorming, etc., regarding further work to be done by the staff on key policy matters.

CALL CITY COUNCIL WORKSHOP TO ORDER

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION
1. Review Budget Strategies (Bolli)
2. Department 2022 Budget Presentations
    - Executive (Bolli)
    - Finance (Parker)
    - Police (Roberts)

- Community Development (Bykonen)
- Public Works (Vondran)
- Parks & Recreation (Newton)

3. Discuss American Rescue Plan Act (ARPA) Funds (Parker)
4. Review Budget Forecast (Parker)
5. Budget Deliberations (Council)

ADJOURN

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

Draft
as of 10/20/2021

CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL JOINT STUDY SESSION WITH HUMAN SERVICES COMMISSION

www.covingtonwa.gov

Tuesday, November 9, 2021
6:00 p.m.

Virtually/Telephonically
via Zoom Platform

This City Council Special Meeting will be held telephonically and virtually in compliance with state executive and legislative actions responding to the COVID-19 emergency.

The City Council Special Meeting will be held telephonically and virtually as follows:

Join Online: https://us02web.zoom.us/j/82388866715?pwd=Z2lFMW0wVHorQmFRb2dGczc1dld6UT09
Passcode: 11-09Cov

Join by Telephone: 253-215-8782
Webinar ID: 823 8886 6715
Passcode: 75815314

GENERAL INFORMATION:
The study session is an informal meeting involving discussion between and among the City Council, Commissioners, and city staff regarding policy issues. Study sessions may involve presentations, feedback, brainstorming, etc., regarding further work to be done by the staff on key policy matters.

CALL CITY COUNCIL STUDY SESSION TO ORDER

ROLL CALL

ITEMS FOR DISCUSSION
1. To Be Determined.

ADJOURN

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

***Note* A Regular Council meeting will follow at approximately 7:00 p.m.**

Draft
as of 10/20/2021

CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, November 9, 2021
7:00 p.m.

Telephonically/Virtually
via Zoom Platform

Note: Joint Study Session with the Human Services Commission is scheduled from 6:00 to 7:00 p.m.

This city council regular meeting will be held telephonically and virtually in compliance with state executive and legislative actions responding to the COVID-19 emergency.

The City Council Regular Meeting will be held as follows:

Join Online: https://us02web.zoom.us/j/82388866715?pwd=Z2lFMW0wVHorQmFRb2dGczc1dld6UT09
Passcode: 11-09Cov

Join by Telephone: 253-215-8782
Webinar ID: 823 8886 6715
Passcode: 75815314

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Legislative Report (Briahna Murray, Gordon Thomas Honeywell Governmental Affairs)

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: October 12, 2021 Special and Regular Meeting Minutes; October 30, 2021 Workshop Minutes; and October 26, 2021 Special and Regular Meeting Minutes (Michaud)
C-2. Vouchers (Parker)
C-3. Appoint Voting Delegate to SCA's Annual Meeting (Council)

PUBLIC HEARING

1. Receive Public Testimony Regarding Proposed Fiscal Year 2022 Budget (Parker)

NEW BUSINESS

2. Consider Adopting 2022 Legislative Agenda (Bolli)
3. Discuss Budget and Work Plan for South King Housing and Homelessness Partners (Angela San Filippo, SKHHP)
4. Consider a Resolution Adopting the 2022 Fee Schedule and Repealing the 2021 Fee Schedule (Thompson)
5. Review Local Admission Tax (Newton)
6. Consider Resolution Adopting Social Media Policies for City Officials (Orthmann)

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).