



# Covington: Unmatched quality of life

## AGENDA CITY OF COVINGTON CITY COUNCIL REGULAR MEETING [www.covingtonwa.gov](http://www.covingtonwa.gov)

Tuesday, January 24, 2012  
7:00 p.m.

City Council Chambers  
16720 SE 271<sup>st</sup> Street, Suite 100, Covington

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

### CALL CITY COUNCIL REGULAR MEETING TO ORDER

### ROLL CALL/PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

### PUBLIC COMMUNICATION

- Announcement of Volunteer of the Year and Commissioner of the Year (Council)

### RECEPTION FOR VOLUNTEER AND COMMISSIONER OF THE YEAR

**PUBLIC COMMENT** *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.\**

### APPROVE CONSENT AGENDA

- C-1. Minutes of January 9, 2012 Special Joint Meeting with Kent School District Board (Scott)
- C-2. Vouchers. (Hendrickson)
- C-3. Interlocal Agreement with South End Area Regional Coalition for Housing (SEARCH) (Throm)
- C-4. Agreement with Reporter Newspapers (Slate)
- C-5. Ratify Easement Agreement with Covington Legacy, LLC (Hart/Lyons)
- C-6. Easement to Covington Commercial LLC for Installation of Water Main (Hart/Lyons)

### REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: December canceled; January 12 Meeting.
- Arts Chair Sandi Bisordi: November 10, December 8, and January 12 Meetings.
- Planning Chair Daniel Key: Dec. 1 & Jan. 5 canceled; Dec. 15 and Jan. 19 Meetings.
- Economic Development Council Co-Chair Jeff Wagner: December 1 Meeting.
- **Future Meetings:** Parks & Recreation Commission Next Meeting Scheduled for March 21, 2012 (December & January meetings canceled)

### NEW BUSINESS

1. Appointments to Parks and Recreation Commission (Council)

2. Code Amendments to Clarify Exemptions for School and Traffic Impact Fees (Lyons/Vondran)
3. Code Amendments to Permit Farmers Markets, Cross Reference Sign Standards and Create Parking Island Standards in Downtown Zones (Lyons/Hart)

#### **COUNCIL/STAFF COMMENTS**

- Future Agenda Topics

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

#### **EXECUTIVE SESSION**

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

#### **ADJOURN**

*Any person requiring disability accommodation should contact the City of Covington at (253) 638-1110 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial (253) 638-1110.*

**Consent Agenda Item C-1**

Covington City Council Meeting

Date: January 24, 2012

SUBJECT: APPROVAL OF MINUTES: JANUARY 9, 2012 CITY COUNCIL JOINT MEETING WITH KENT SCHOOL DISTRICT BOARD OF DIRECTORS MINUTES.

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution  X  Motion \_\_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to approve the January 9, 2012 City Council Joint Meeting with Kent School District Board of Directors Minutes.**

**City of Covington**  
**City Council Joint Meeting with Kent School District Board of Directors**  
**Tuesday, January 9, 2012**

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

The Joint Meeting with the Kent School District Board of Directors was called to order in the City Council Chambers, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington, Washington, Tuesday, January 9, 2012, at 6:04 p.m., with Mayor Harto presiding.

**COUNCILMEMBERS PRESENT:**

Margaret Harto, David Lucavish (arrived @ 6:12 p.m.), Marlla Mhoon, Jim Scott, Wayne Snoey, and Jeff Wagner.

**COUNCILMEMBERS ABSENT:**

Mark Lanza

**KENT SCHOOL DISTRICT BOARD OF DIRECTORS PRESENT:**

Debbie Straus, Tim Clark, Karen DeBruler, and Russ Hanscom.

**KENT SCHOOL DISTRICT BOARD OF DIRECTORS ABSENT:**

Bill Boyce.

**COVINGTON STAFF PRESENT:**

Derek Matheson, City Manager; Richard Hart, Community Development Director; Scott Thomas, Parks & Recreation Director; and Sharon Scott, City Clerk/Executive Assistant.

**KENT SCHOOL DISTRICT STAFF PRESENT:**

Dr. Edward Lee Vargas, Superintendent; Dr. Brent Jones, Chief Talent Officer; Dr. Richard Stedry, Chief Business Officer; Dr. Linda Del Giudice, Chief Accountability Officer; Dr. Eric Hong, School Improvement Officer; Jeanette Ristau, School Improvement Officer; Thuan Nguyen, Chief Information and Automated Operations Officer; and Jeff Sweeney, School Improvement Officer

**PLEDGE OF ALLEGIANCE/INTRODUCTIONS:**

Mayor Margaret Harto asked the attendees to introduce themselves.

Joshua Max, Boy Scout Troop 594, led the Pledge of Allegiance.

**ITEMS FOR DISCUSSION:**

1. Kent School District Strategic Plan.

President Straus introduced this item, and then Dr. Vargas gave the presentation.

Councilmembers provided comments and asked questions, and Dr. Vargas provided responses.

- a. School Closure Process.

Dr. Stedry gave the presentation on this item.

Councilmembers provided comments and asked questions, and Dr. Stedry provided responses.

2. City of Covington Town Center Plan.

Community Development Director Richard Hart gave the presentation on this item.

Questions were asked, and Mr. Hart provided responses.

3. City’s Request for Right-of-First-Refusal to Purchase Covington Elementary School.

City Manager Derek Matheson gave the presentation on this item.

Kent School District indicated they would agree to form a proposal at an upcoming meeting to accept the City’s request for right-of-first-refusal to purchase Covington Elementary School and grant that request.

Board Member Tim Clark proposed an interlocal agreement between the Kent School District and the City of Covington to address local disasters.

Councilmember Snoey mentioned the “No Child Left Behind Act” and requested an update on this issue. Dr. Vargas provided a response on the improvements that have been made.

Mayor Harto requested an update on the land that the Kent School District owns; and Dr. Stedry provided an inventory of current school district owned property.

Mayor Harto inquired as to how the facility use agreement was working with Covington Community Sports. Dr. Stedry reported that this agreement was under the direction of the athletic department; however, to the best of his knowledge there had not been any negative reports.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 7:35 p.m.

Prepared by:

Submitted by:

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Joan Michaud  
Deputy City Clerk

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Sharon Scott  
City Clerk

**Consent Agenda Item C-2**

Covington City Council Meeting

Date: January 24, 2012

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #27000-27146, in the Amount of \$352,192.98, Dated January 10, 2012; Paylocity Payroll Checks #1000329468-1000329478 and Paylocity Payroll Checks #1000329481-1000329483 Inclusive, Plus Employee Direct Deposits in the Amount of \$136,385.81, Dated January 20, 2012.

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution  X  Motion \_\_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to approve for payment: Vouchers #27000-27146, in the Amount of \$352,192.98, Dated January 10, 2012; Paylocity Payroll Checks #1000329468-1000329478 and Paylocity Payroll Checks #1000329481-1000329483 Inclusive, Plus Employee Direct Deposits in the Amount of \$136,385.81, Dated January 20, 2012.**

January 10, 2012

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 27000 Through Check # 27146

In the Amount of \$352,192.98

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

\_\_\_\_\_  
Cassandra Parker  
Accountant

\_\_\_\_\_  
Mark Lanza  
City Councilmember

\_\_\_\_\_  
Wayne Snoey  
City Councilmember

\_\_\_\_\_  
Marlla Mhoon  
City Councilmember

Council Meeting Date Approved \_\_\_\_\_

				<u>Check Amount</u>
<b>Check No:</b> 27000	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2392	<b>Constance Allen</b>			
2392-12	Refund balance on account - Aquatic Ctr	01/10/2012		5.60
			<b>Check Total:</b>	5.60
<b>Check No:</b> 27001	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2393	<b>Amber Anderson</b>			
2393-12	Refund balance on account - Aquatic Ctr	01/10/2012		13.10
			<b>Check Total:</b>	13.10
<b>Check No:</b> 27002	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2394	<b>Samantha Arnold</b>			
2394-12	Refund balance on account - Aquatic Ctr	01/10/2012		96.24
			<b>Check Total:</b>	96.24
<b>Check No:</b> 27003	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2395	<b>Rajvinder Bal</b>			
2395-12	Refund balance on account - Aquatic Ctr	01/10/2012		14.50
			<b>Check Total:</b>	14.50
<b>Check No:</b> 27004	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2396	<b>Chad Barrett</b>			
2396-12	Refund balance on account - Aquatic Ctr	01/10/2012		10.00
			<b>Check Total:</b>	10.00
<b>Check No:</b> 27005	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2458	<b>Jeff Bennett</b>			
2458-12	Refund balance on account - Aquatic Ctr	01/10/2012		55.00
			<b>Check Total:</b>	55.00
<b>Check No:</b> 27006	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2397	<b>Mary Boone</b>			
2397-12	Refund balance on account - Aquatic Ctr	01/10/2012		7.25
			<b>Check Total:</b>	7.25
<b>Check No:</b> 27007	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2398	<b>Jaime Boquet</b>			
2398-12	Refund balance on account - Aquatic Ctr	01/10/2012		60.00
			<b>Check Total:</b>	60.00
<b>Check No:</b> 27008	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2399	<b>Steve Bossom</b>			
2399-12	Refund balance on account - Aquatic Ctr	01/10/2012		75.00
			<b>Check Total:</b>	75.00
<b>Check No:</b> 27009	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2400	<b>Michele Brendon</b>			
2400-12	Refund balance on account - Aquatic Ctr	01/10/2012		134.00
			<b>Check Total:</b>	134.00
<b>Check No:</b> 27010	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2401	<b>Al Butler</b>			
2401-12	Refund balance on account - Aquatic Ctr	01/10/2012		14.50
			<b>Check Total:</b>	14.50
<b>Check No:</b> 27011	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2402	<b>Tonya Campeau</b>			
2402-12	Refund balance on account - Aquatic Ctr	01/10/2012		15.00
			<b>Check Total:</b>	15.00
<b>Check No:</b> 27012	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2403	<b>Khamla Chan</b>			
2403-12	Refund balance on account - Aquatic Ctr	01/10/2012		31.50
			<b>Check Total:</b>	31.50
<b>Check No:</b> 27013	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2404	<b>Rochelle Cooper</b>			
2404-12	Refund balance on account - Aquatic Ctr	01/10/2012		260.00
			<b>Check Total:</b>	260.00
<b>Check No:</b> 27014	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2405	<b>Dane Creek</b>			
2405-12	Refund balance on account - Aquatic Ctr	01/10/2012		8.75
			<b>Check Total:</b>	8.75

				<u>Check Amount</u>
<b>Check No:</b> 27015	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2406	<b>Kelli Cronn</b>			
2406-12	Refund balance on account - Aquatic Ctr	01/10/2012		17.50
			<b>Check Total:</b>	17.50
<b>Check No:</b> 27016	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2407	<b>Austin Cutchlow</b>			
2407-12	Refund balance on account - Aquatic Ctr	01/10/2012		5.60
			<b>Check Total:</b>	5.60
<b>Check No:</b> 27017	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2408	<b>Carolina Deonigi</b>			
2408-12	Refund balance on account - Aquatic Ctr	01/10/2012		12.00
			<b>Check Total:</b>	12.00
<b>Check No:</b> 27018	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2409	<b>Kossi Dunya</b>			
2409-12	Refund balance on account - Aquatic Ctr	01/10/2012		12.00
			<b>Check Total:</b>	12.00
<b>Check No:</b> 27019	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2410	<b>Dorothy Dzienius</b>			
2410-12	Refund balance on account - Aquatic Ctr	01/10/2012		52.50
			<b>Check Total:</b>	52.50
<b>Check No:</b> 27020	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2411	<b>Kim Ellithorpe</b>			
2411-12	Refund balance on account - Aquatic Ctr	01/10/2012		100.00
			<b>Check Total:</b>	100.00
<b>Check No:</b> 27021	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2412	<b>Kelly Falen</b>			
2412-12	Refund balance on account - Aquatic Ctr	01/10/2012		12.00
			<b>Check Total:</b>	12.00
<b>Check No:</b> 27022	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2413	<b>Delsy Fessenden</b>			
2413-12	Refund balance on account - Aquatic Ctr	01/10/2012		29.00
			<b>Check Total:</b>	29.00
<b>Check No:</b> 27023	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2414	<b>Eva Garling</b>			
2414-12	Refund balance on account - Aquatic Ctr	01/10/2012		36.75
			<b>Check Total:</b>	36.75
<b>Check No:</b> 27024	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2415	<b>Robin Goddard</b>			
2415-12	Refund balance on account - Aquatic Ctr	01/10/2012		17.50
			<b>Check Total:</b>	17.50
<b>Check No:</b> 27025	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2416	<b>Suzanne Gooding</b>			
2416-12	Refund balance on account - Aquatic Ctr	01/10/2012		7.00
			<b>Check Total:</b>	7.00
<b>Check No:</b> 27026	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2417	<b>Crystal Grotting</b>			
2417-12	Refund balance on account - Aquatic Ctr	01/10/2012		10.70
			<b>Check Total:</b>	10.70
<b>Check No:</b> 27027	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2418	<b>Shannon Halbur</b>			
2418-12	Refund balance on account - Aquatic Ctr	01/10/2012		45.00
			<b>Check Total:</b>	45.00
<b>Check No:</b> 27028	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2419	<b>Cheri Hardin</b>			
2419-12	Refund balance on account - Aquatic Ctr	01/10/2012		55.00
			<b>Check Total:</b>	55.00
<b>Check No:</b> 27029	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2420	<b>Dawn Harry</b>			
2420-12	Refund balance on account - Aquatic Ctr	01/10/2012		17.50
			<b>Check Total:</b>	17.50

				<u>Check Amount</u>
<b>Check No:</b> 27030	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2421	<b>Grace Hayman</b>			
2421-12	Refund balance on account - Aquatic Ctr	01/10/2012		8.75
			<b>Check Total:</b>	8.75
<b>Check No:</b> 27031	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2422	<b>Misti Heckel</b>			
2422-12	Refund balance on account - Aquatic Ctr	01/10/2012		54.40
			<b>Check Total:</b>	54.40
<b>Check No:</b> 27032	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2423	<b>Dennea Hedding</b>			
2423-12	Refund balance on account - Aquatic Ctr	01/10/2012		37.50
			<b>Check Total:</b>	37.50
<b>Check No:</b> 27033	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2424	<b>Tanya Hedin</b>			
2424-12	Refund balance on account - Aquatic Ctr	01/10/2012		17.50
			<b>Check Total:</b>	17.50
<b>Check No:</b> 27034	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2425	<b>Susie Hughes</b>			
2425-12	Refund balance on account - Aquatic Ctr	01/10/2012		39.50
			<b>Check Total:</b>	39.50
<b>Check No:</b> 27035	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2426	<b>Nancy Huynh</b>			
2426-12	Refund balance on account - Aquatic Ctr	01/10/2012		110.00
			<b>Check Total:</b>	110.00
<b>Check No:</b> 27036	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2427	<b>Rittu Jewett</b>			
2427-12	Refund balance on account - Aquatic Ctr	01/10/2012		42.00
			<b>Check Total:</b>	42.00
<b>Check No:</b> 27037	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2428	<b>Tiffany Jones</b>			
2428-12	Refund balance on account - Aquatic Ctr	01/10/2012		71.50
			<b>Check Total:</b>	71.50
<b>Check No:</b> 27038	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2429	<b>Gyoung Mi Kim</b>			
2429-12	Refund balance on account - Aquatic Ctr	01/10/2012		58.00
			<b>Check Total:</b>	58.00
<b>Check No:</b> 27039	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2430	<b>Desteni Lebrant</b>			
2430-12	Refund balance on account - Aquatic Ctr	01/10/2012		8.75
			<b>Check Total:</b>	8.75
<b>Check No:</b> 27040	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2431	<b>Lisa Lewis</b>			
2431-12	Refund balance on account - Aquatic Ctr	01/10/2012		10.00
			<b>Check Total:</b>	10.00
<b>Check No:</b> 27041	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2432	<b>Barbara Martin</b>			
2432-12	Refund balance on account - Aquatic Ctr	01/10/2012		47.50
			<b>Check Total:</b>	47.50
<b>Check No:</b> 27042	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2433	<b>Sam McCormick</b>			
2433-12	Refund balance on account - Aquatic Ctr	01/10/2012		80.00
			<b>Check Total:</b>	80.00
<b>Check No:</b> 27043	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2434	<b>Michelle McGowan</b>			
2434-12	Refund balance on account - Aquatic Ctr	01/10/2012		7.25
			<b>Check Total:</b>	7.25
<b>Check No:</b> 27044	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2435	<b>Brent Miller</b>			
2435-12	Refund balance on account - Aquatic Ctr	01/10/2012		35.50
			<b>Check Total:</b>	35.50

				<u>Check Amount</u>
<b>Check No:</b> 27045	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2436	<b>Marian Natsuhara</b>			
2436-12	Refund balance on account - Aquatic Ctr	01/10/2012		54.00
			<b>Check Total:</b>	54.00
<b>Check No:</b> 27046	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2437	<b>Maninder Phambota</b>			
2437-12	Refund balance on account - Aquatic Ctr	01/10/2012		14.50
			<b>Check Total:</b>	14.50
<b>Check No:</b> 27047	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2438	<b>Chloe Ratajcyk</b>			
2438-12	Refund balance on account - Aquatic Ctr	01/10/2012		7.25
			<b>Check Total:</b>	7.25
<b>Check No:</b> 27048	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2439	<b>Julie Redl</b>			
2439-12	Refund balance on account - Aquatic Ctr	01/10/2012		8.75
			<b>Check Total:</b>	8.75
<b>Check No:</b> 27049	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2440	<b>Sarah Routos</b>			
2440-12	Refund balance on account - Aquatic Ctr	01/10/2012		0.50
			<b>Check Total:</b>	0.50
<b>Check No:</b> 27050	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2441	<b>Erin Sieglock</b>			
2441-12	Refund balance on account - Aquatic Ctr	01/10/2012		17.50
			<b>Check Total:</b>	17.50
<b>Check No:</b> 27051	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2442	<b>Hardeep Somal</b>			
2442-12	Refund balance on account - Aquatic Ctr	01/10/2012		44.00
			<b>Check Total:</b>	44.00
<b>Check No:</b> 27052	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2443	<b>Maxine Starowski</b>			
2443-12	Refund balance on account - Aquatic Ctr	01/10/2012		28.10
			<b>Check Total:</b>	28.10
<b>Check No:</b> 27053	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2444	<b>Deena Taylor</b>			
2444-12	Refund balance on account - Aquatic Ctr	01/10/2012		47.60
			<b>Check Total:</b>	47.60
<b>Check No:</b> 27054	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2445	<b>Anita Thurber</b>			
2445-12	Refund balance on account - Aquatic Ctr	01/10/2012		14.75
			<b>Check Total:</b>	14.75
<b>Check No:</b> 27055	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2446	<b>Jason Thurlow</b>			
2446-12	Refund balance on account - Aquatic Ctr	01/10/2012		29.00
			<b>Check Total:</b>	29.00
<b>Check No:</b> 27056	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2447	<b>Joseph Tostenrude</b>			
2447-12	Refund balance on account - Aquatic Ctr	01/10/2012		30.00
			<b>Check Total:</b>	30.00
<b>Check No:</b> 27057	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2448	<b>Heather Van Guilder</b>			
2448-12	Refund balance on account - Aquatic Ctr	01/10/2012		14.50
			<b>Check Total:</b>	14.50
<b>Check No:</b> 27058	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2449	<b>Jordan Van Vleep</b>			
2449-12	Refund balance on account - Aquatic Ctr	01/10/2012		27.50
			<b>Check Total:</b>	27.50
<b>Check No:</b> 27059	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2450	<b>Chandra Wagner</b>			
2450-12	Refund balance on account - Aquatic Ctr	01/10/2012		5.00
			<b>Check Total:</b>	5.00

				<u>Check Amount</u>
<b>Check No:</b> 27060	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2451	<b>Sheryl Ward</b>			
2451-12	Refund balance on account - Aquatic Ctr	01/10/2012		25.00
			<b>Check Total:</b>	25.00
<b>Check No:</b> 27061	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2452	<b>Maureen Washburn</b>			
2452-12	Refund balance on account - Aquatic Ctr	01/10/2012		8.75
			<b>Check Total:</b>	8.75
<b>Check No:</b> 27062	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2453	<b>Renee Wasisco</b>			
2453-12	Refund balance on account - Aquatic Ctr	01/10/2012		8.75
			<b>Check Total:</b>	8.75
<b>Check No:</b> 27063	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2454	<b>Dotty Watson</b>			
2454-12	Refund balance on account - Aquatic Ctr	01/10/2012		17.50
			<b>Check Total:</b>	17.50
<b>Check No:</b> 27064	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2455	<b>Chantel Wolters</b>			
2455-12	Refund balance on account - Aquatic Ctr	01/10/2012		17.50
			<b>Check Total:</b>	17.50
<b>Check No:</b> 27065	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2456	<b>Carolyn Young</b>			
2456-12	Refund balance on account - Aquatic Ctr	01/10/2012		27.50
			<b>Check Total:</b>	27.50
<b>Check No:</b> 27066	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2457	<b>Natalia Zhelezniak</b>			
2457-12	Refund balance on account - Aquatic Ctr	01/10/2012		14.50
			<b>Check Total:</b>	14.50
<b>Check No:</b> 27068	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0499	<b>Bank of America</b>			
9115-1	Aquatics; cords/couplers/cables/adapter	01/10/2012		54.78
9115-1	Laser printer, use tax	01/10/2012		-48.88
9115-1	Laser printer	01/10/2012		617.23
9115-1	Aquatics; return of coupler/cable	01/10/2012		-31.80
1030-1	Maintenance team retreat, lunch	01/10/2012		11.24
1030-1	Maintenance team retreat, lunch	01/10/2012		22.46
1030-1	Maintenance team retreat, lunch	01/10/2012		22.46
1030-1	Maintenance team retreat, lunch	01/10/2012		8.55
9115-1	Aquatics merit program, gift card	01/10/2012		25.00
1030-1	Maintenance team retreat, lunch	01/10/2012		17.09
8290-1	Network cable jacks, use tax	01/10/2012		-11.18
8290-1	Network cable jacks	01/10/2012		141.19
8290-1	Network cable, use tax	01/10/2012		-21.89
8290-1	Network cable	01/10/2012		276.44
8290-1	Emergency Mngmnt; organizer trays/basket	01/10/2012		18.43
1346-1	Wall pocket holders, use tax	01/10/2012		-1.62
1346-1	Recognition program; wall pocket holders	01/10/2012		20.49
1346-1	Wall display box, use tax	01/10/2012		-5.75
1346-1	Recognition program; wall display box	01/10/2012		72.59
9099-1	Dalton; PNR Management, 1st year	01/10/2012		1,385.00
6540-1	Covingtons Best; 4th quarter 2011	01/10/2012		25.00
6540-1	Matheson; AWC CLAC registration	01/10/2012		135.00
3692-1	Public Works retreat; lunch	01/10/2012		71.35
2959-1	GASB Comprehensive Guide, use tax	01/10/2012		-9.37
2959-1	GASB Comprehensive Guide	01/10/2012		118.37
2959-1	Aquatics merit program event	01/10/2012		99.79
2959-1	Aquatics merit program event	01/10/2012		100.15
2959-1	Aquatics merit program, supplies	01/10/2012		15.20
2959-1	Parker; PSFOA luncheon	01/10/2012		25.00
2959-1	Hendrickson; PSFOA luncheon	01/10/2012		25.00
0446-1	Student art show supplies	01/10/2012		108.22
9115-1	Lyons; APA conference, airfare	01/10/2012		155.52

			<u>Check Amount</u>
9115-1	Lyons; APA conference, airfare	01/10/2012	38.88
0446-1	Aquatics; dryer cover wrench	01/10/2012	21.50
8290-1	Thompson; Excel/Word/PP online training	01/10/2012	478.50
1030-1	City hall; pipe, pins	01/10/2012	14.37
3544-1	Matheson; chamber luncheons	01/10/2012	35.00
9115-1	Aquatics merit program, gift card	01/10/2012	25.00
0446-1	Aquatics; dryer cover wrench, use tax	01/10/2012	-1.70
0446-1	Covington quilt cleaning	01/10/2012	39.64
8290-1	Thompson; Excel/Word/PP online training	01/10/2012	1,116.50
0446-1	Student art show supplies, use tax	01/10/2012	-8.57
6540-1	Legislative breakfast; Harto/Snoey/Mhoon	01/10/2012	75.00
6540-1	Legislative breakfast; Wagner	01/10/2012	25.00
6540-1	Legislative breakfast; Matheson	01/10/2012	25.00
6540-1	Legislative breakfast; Thomas	01/10/2012	25.00
6540-1	Clean tableclothes from Destination Cov	01/10/2012	121.63
6540-1	Annual business license	01/10/2012	48.00
6540-1	Harto; AWC CLAC registration	01/10/2012	135.00
1030-1	Maintenance team retreat, lunch	01/10/2012	17.09
3692-1	Public Works retreat; lunch	01/10/2012	71.35
3692-1	Metal detector	01/10/2012	887.84
3692-1	Metal detector, use tax	01/10/2012	-70.31
3692-1	Storm drain monitoring kit & pack	01/10/2012	447.09
<b>Check Total:</b>			<b>7,007.87</b>
<b>Check No: 27069      Check Date: 01/10/2012</b>			
<b>Vendor: 0706      Covington Retail Associates</b>			
3661	2nd floor; building lease, January	01/10/2012	3,122.75
3660	1st floor; building lease, January	01/10/2012	24,477.83
3661	2nd floor; operating expenses, January	01/10/2012	1,515.88
3660	1st floor; operating expenses, January	01/10/2012	9,398.95
<b>Check Total:</b>			<b>38,515.41</b>
<b>Check No: 27070      Check Date: 01/10/2012</b>			
<b>Vendor: 2033      Aquatic Specialty Services</b>			
1722	Aquatics; pool chemicals	01/10/2012	974.55
<b>Check Total:</b>			<b>974.55</b>
<b>Check No: 27071      Check Date: 01/10/2012</b>			
<b>Vendor: 2462      ArcMate Manufacturing Corporat</b>			
INV003994	Maint shop; litter pickers	01/10/2012	89.68
INV003994	Maint shop; litter pickers	01/10/2012	179.36
INV003994	Maint shop; litter pickers	01/10/2012	179.36
INV003994	Maint shop; litter pickers, use tax	01/10/2012	-7.11
INV003994	Maint shop; litter pickers, use tax	01/10/2012	-14.20
INV003994	Maint shop; litter pickers, use tax	01/10/2012	-14.20
<b>Check Total:</b>			<b>412.89</b>
<b>Check No: 27072      Check Date: 01/10/2012</b>			
<b>Vendor: 2368      Best Parking Lot Cleaning Inc.</b>			
113464	Street cleaning; Maple Valley, December	01/10/2012	6,069.01
113473	Street cleaning; December	01/10/2012	10,078.08
113872	Spill clean up, 12/21/11	01/10/2012	479.71
<b>Check Total:</b>			<b>16,626.80</b>
<b>Check No: 27073      Check Date: 01/10/2012</b>			
<b>Vendor: 2463      Capital Lighting</b>			
113284	Council chambers; track lighting	01/10/2012	64.07
<b>Check Total:</b>			<b>64.07</b>
<b>Check No: 27074      Check Date: 01/10/2012</b>			
<b>Vendor: 2136      Carbonic Systems, Inc.</b>			
01265417	Aquatics; CO2 for pH control	01/10/2012	95.24
05050508	Aquatics; carbomizer rental	01/10/2012	59.73
05051172	Aquatics; carbomizer rental past due fee	01/10/2012	2.00
<b>Check Total:</b>			<b>156.97</b>
<b>Check No: 27075      Check Date: 01/10/2012</b>			
<b>Vendor: 0681      Chuck's Drug</b>			
156107	Prescription for prisoner; D. Wilson	01/10/2012	9.95

			<u>Check Amount</u>
156129	Prescription for prisoner; D. Wilson	01/10/2012	420.00
<b>Check Total:</b>			429.95
<b>Check No:</b> 27076	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 0395	<b>City of Buckley</b>		
0395-1	Jail costs; December	01/10/2012	6,184.50
<b>Check Total:</b>			6,184.50
<b>Check No:</b> 27077	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 0208	<b>City of Kent</b>		
RI 22854	Fire investigation services; 4th Qtr	01/10/2012	1,445.50
RI 22854	Fire services; 4th Qtr	01/10/2012	15,340.00
<b>Check Total:</b>			16,785.50
<b>Check No:</b> 27078	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 0364	<b>Code Publishing Company</b>		
39632	Municipal code update; 12/14/11	01/10/2012	1,303.05
<b>Check Total:</b>			1,303.05
<b>Check No:</b> 27079	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 2464	<b>Combined Construction, Inc.</b>		
001	KCSO TI; 5% retainage	01/10/2012	-1,737.60
001	KCSO TI; construction	01/10/2012	34,752.00
<b>Check Total:</b>			33,014.40
<b>Check No:</b> 27080	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 1091	<b>Complete Office Solutions</b>		
776073-0	Cles; desk chair	01/10/2012	612.50
771245-0	Paper	01/10/2012	39.36
<b>Check Total:</b>			651.86
<b>Check No:</b> 27081	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 0184	<b>Cordi &amp; Bejarano</b>		
147/148	Public defender services; 11/4-12/2/11	01/10/2012	4,140.00
<b>Check Total:</b>			4,140.00
<b>Check No:</b> 27082	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 0136	<b>Department of Transportation</b>		
RE41JA4992	CIP 1039; engineering, November	01/10/2012	27.52
<b>Check Total:</b>			27.52
<b>Check No:</b> 27083	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 1076	<b>Evergreen Sign Co.</b>		
40901	KCSO TI; directory slats	01/10/2012	131.41
<b>Check Total:</b>			131.41
<b>Check No:</b> 27084	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 2091	<b>Fastenal Company</b>		
WAKNT64059	Maint shop; gloves	01/10/2012	34.74
WAKNT64059	Maint shop; gloves	01/10/2012	34.74
WAKNT64059	Maint shop; gloves	01/10/2012	17.36
<b>Check Total:</b>			86.84
<b>Check No:</b> 27085	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 1875	<b>FirstChoice</b>		
C250746	Coffee service	01/10/2012	72.46
<b>Check Total:</b>			72.46
<b>Check No:</b> 27086	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 2465	<b>FloHawks</b>		
I0018363	Aquatics; clean floor drains	01/10/2012	244.89
<b>Check Total:</b>			244.89
<b>Check No:</b> 27087	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 2195	<b>Gearheard Law Offices</b>		
41147592	Conflict defense; Gladen, 12/23/11	01/10/2012	200.00
<b>Check Total:</b>			200.00
<b>Check No:</b> 27088	<b>Check Date:</b> 01/10/2012		
<b>Vendor:</b> 2078	<b>Girard Resources &amp; Recycling,</b>		
8489	Bark	01/10/2012	130.05
<b>Check Total:</b>			130.05

				<u>Check Amount</u>
<b>Check No:</b>	<b>27089</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0867</b>	<b>Home Depot Credit Services</b>		
4012077	Jenkins creek; boardwalk repair screws	01/10/2012		30.39
1052219	Aquatics; plumbing repair parts	01/10/2012		10.57
1590272	Aquatics; tile repair tools	01/10/2012		31.03
1160043	Cauking, locknuts, screws	01/10/2012		15.48
1160043	City hall; sealant	01/10/2012		6.24
9052751	Tarp	01/10/2012		35.82
3563795	Aquatics; shop vac hose	01/10/2012		21.69
8052991	Aquatics; plywood	01/10/2012		9.96
8052991	Aquatics; paint tools	01/10/2012		6.48
4011193	Aquatics; plywood, screws, paint	01/10/2012		81.42
3051823	Aquatics; gas cans, nozzle, wrench set	01/10/2012		41.96
3111541	Return; Aquatics shop vac nozzle	01/10/2012		-8.66
9012954	Mortar mix for catch basin repair	01/10/2012		11.79
<b>Check Total:</b>				<b>294.17</b>
<b>Check No:</b>	<b>27090</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1997</b>	<b>HSBC Business Solutions</b>		
1449590832	Maint shop; bath tissue, paper towels	01/10/2012		32.03
1449590832	Creamer, paper products, utensils	01/10/2012		237.94
1449590832	Maint shop; bath tissue, paper towels	01/10/2012		16.01
1449590832	Maint shop; bath tissue, paper towels	01/10/2012		32.03
<b>Check Total:</b>				<b>318.01</b>
<b>Check No:</b>	<b>27091</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1701</b>	<b>Johnsons Home &amp; Garden</b>		
362544	Handle for hand tamper	01/10/2012		28.77
362304	Aquatics; floor chisel	01/10/2012		20.62
<b>Check Total:</b>				<b>49.39</b>
<b>Check No:</b>	<b>27092</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0143</b>	<b>King County Finance</b>		
7100436	Jail costs; one on one guarding, Nov.	01/10/2012		2,971.57
4077929	Maint; sewer treatment, 10/1-12/31/11	01/10/2012		19.43
4077929	Maint; sewer treatment, 10/1-12/31/11	01/10/2012		19.43
4077929	Maint; sewer treatment, 10/1-12/31/11	01/10/2012		9.71
1638422	Jail costs; 11/1-11/30/11	01/10/2012		23,730.58
<b>Check Total:</b>				<b>26,750.72</b>
<b>Check No:</b>	<b>27093</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1828</b>	<b>Kathleen Kirshenbaum</b>		
1828-1	Kirshenbaum; defender screening, mileage	01/10/2012		13.73
<b>Check Total:</b>				<b>13.73</b>
<b>Check No:</b>	<b>27094</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0831</b>	<b>Knotty Tree Service</b>		
503222	Aquatic Center; oak tree removal	01/10/2012		1,303.20
<b>Check Total:</b>				<b>1,303.20</b>
<b>Check No:</b>	<b>27095</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1405</b>	<b>Lakeside Industries</b>		
12032135MB	EZ street asphalt	01/10/2012		142.06
<b>Check Total:</b>				<b>142.06</b>
<b>Check No:</b>	<b>27096</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1989</b>	<b>Richard N. Little Consulting, LLC</b>		
1989-1	Government relations; December	01/10/2012		4,000.00
<b>Check Total:</b>				<b>4,000.00</b>
<b>Check No:</b>	<b>27097</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1878</b>	<b>MacLeod Reckord</b>		
6385	Community park; Phs 1, 12/1-12/31/11	01/10/2012		5,629.51
<b>Check Total:</b>				<b>5,629.51</b>
<b>Check No:</b>	<b>27098</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1410</b>	<b>Marlla Mhoon</b>		
1410-1	Mhoon; various meeting mileage, lunch	01/10/2012		183.48
<b>Check Total:</b>				<b>183.48</b>

				<u>Check Amount</u>
<b>Check No:</b>	<b>27099</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1866</b>	<b>Minuteman Press</b>		
27604	Thompson; business cards	01/10/2012		14.33
27604	Bykonen; business cards	01/10/2012		23.90
27604	Thompson; business cards	01/10/2012		33.45
27604	Officer Myers; business cards	01/10/2012		47.78
27604	Bykonen; business cards	01/10/2012		23.90
27604	Mueller; business cards	01/10/2012		47.78
<b>Check Total:</b>				<b>191.14</b>
<b>Check No:</b>	<b>27100</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1487</b>	<b>NAPA Auto Parts</b>		
617105	Maint shop; ratchets	01/10/2012		25.44
617562	Maint shop; grease gun	01/10/2012		5.86
617562	Maint shop; grease gun	01/10/2012		11.72
617562	Maint shop; grease gun	01/10/2012		11.73
618622	#3123; filter	01/10/2012		7.27
618622	Maint shop; pop rivet tool	01/10/2012		11.59
618622	Maint shop; pop rivet tool	01/10/2012		23.17
618622	Maint shop; pop rivet tool	01/10/2012		23.17
618733	#1892; generator battery	01/10/2012		103.16
618782	Return; #1892 battery	01/10/2012		-103.16
618782	#1892; battery and charger	01/10/2012		103.05
617105	Maint shop; lubricant	01/10/2012		5.64
617105	Maint shop; ratchets	01/10/2012		12.72
617105	Maint shop; lubricant	01/10/2012		11.27
617105	Maint shop; ratchets	01/10/2012		25.45
617105	Maint shop; lubricant	01/10/2012		11.27
<b>Check Total:</b>				<b>289.35</b>
<b>Check No:</b>	<b>27101</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1327</b>	<b>Ethan Newton</b>		
1327-1	Newton; mileage reimbursement, December	01/10/2012		59.05
1327-1	Newton; mileage reimbursement, November	01/10/2012		40.07
<b>Check Total:</b>				<b>99.12</b>
<b>Check No:</b>	<b>27102</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0004</b>	<b>Office Depot</b>		
5904949790	Thomas; D-ring binder	01/10/2012		23.90
5897261640	Office supplies	01/10/2012		375.50
5897261640	Coffee creamer, air freshener	01/10/2012		16.17
5904949790	Office supplies	01/10/2012		85.10
5904949790	Coffee stir sticks	01/10/2012		7.73
<b>Check Total:</b>				<b>508.40</b>
<b>Check No:</b>	<b>27103</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1385</b>	<b>Parker Paint Mfg Co, Inc.</b>		
066012846	Aquatics; paint	01/10/2012		60.36
066012847	Aquatics; paint	01/10/2012		31.26
<b>Check Total:</b>				<b>91.62</b>
<b>Check No:</b>	<b>27104</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0161</b>	<b>Puget Sound Energy</b>		
8910394751	City hall; electricity, 11/3-12/3/11	01/10/2012		2,892.50
<b>Check Total:</b>				<b>2,892.50</b>
<b>Check No:</b>	<b>27105</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>1197</b>	<b>Rainier Wood Recyclers</b>		
00042216	Brush/stump disposal fees	01/10/2012		75.00
00042181	Brush/stumps disposal fees	01/10/2012		37.50
<b>Check Total:</b>				<b>112.50</b>
<b>Check No:</b>	<b>27106</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0736</b>	<b>Sound Security, Inc.</b>		
0573902-IN	KCSO TI; repair service	01/10/2012		162.90
0576940-IN	KCSO TI; installation of 2 proxy readers	01/10/2012		2,143.76
0576941-IN	KCSO TI; electrical permit	01/10/2012		12.00
<b>Check Total:</b>				<b>2,318.66</b>

				<u>Check Amount</u>
<b>Check No:</b> 27107	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2212	<b>The Tactical Tailor, Inc.</b>			
68489	Pouches for vests	01/10/2012		549.30
			<b>Check Total:</b>	549.30
<b>Check No:</b> 27108	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2103	<b>US Bancorp Equip Finance Inc.</b>			
192252690	Copier; lease, December	01/10/2012		101.89
			<b>Check Total:</b>	101.89
<b>Check No:</b> 27109	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 1917	<b>US Bank National Association</b>			
386000046	Investment service charge; 10/1-12/31/11	01/10/2012		58.29
386000046	Investment service charge; 10/1-12/31/11	01/10/2012		28.14
386000046	Investment service charge; 10/1-12/31/11	01/10/2012		102.51
386000046	Investment service charge; 10/1-12/31/11	01/10/2012		12.06
			<b>Check Total:</b>	201.00
<b>Check No:</b> 27110	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0146	<b>USPS</b>			
0146-1	Postage	01/10/2012		12.25
0146-1-1	Postage	01/10/2012		0.88
0146-1-1	Postage	01/10/2012		17.16
0146-1-1	Postage	01/10/2012		4.56
0146-1-1	Public Works; Postage	01/10/2012		0.86
0146-1	Postage	01/10/2012		161.37
0146-1	SWM; Postage	01/10/2012		18.31
0146-1	Streets; Postage	01/10/2012		7.08
0146-1	Postage	01/10/2012		34.80
0146-1-1	Postage	01/10/2012		6.84
0146-1-1	Postage	01/10/2012		2.84
0146-1	Postage	01/10/2012		78.08
0146-1	Postage	01/10/2012		1.68
0146-1	Postage	01/10/2012		343.77
0146-1	Postage	01/10/2012		794.76
0146-1	Public Works; Postage	01/10/2012		15.82
0146-1	Postage	01/10/2012		568.91
0146-1	Public Works; Postage	01/10/2012		15.82
0146-1-1	Postage	01/10/2012		1.92
0146-1-1	Postage	01/10/2012		1.08
0146-1-1	Postage	01/10/2012		23.38
0146-1	Postage	01/10/2012		196.54
0146-1	Postage	01/10/2012		16.10
0146-1	Postage	01/10/2012		8.28
0146-1-1	Public Works; Postage	01/10/2012		0.86
			<b>Check Total:</b>	2,333.95
<b>Check No:</b> 27111	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0357	<b>Valley Communications</b>			
0012710	800 MHz access fee; December	01/10/2012		75.00
0012657	800 MHz access fee; November	01/10/2012		75.00
			<b>Check Total:</b>	150.00
<b>Check No:</b> 27112	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2262	<b>Voyager Fleet Systems Inc.</b>			
8692854601	Vehicle fuel	01/10/2012		878.64
			<b>Check Total:</b>	878.64
<b>Check No:</b> 27113	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 1421	<b>Ward's Power Equipment</b>			
37527	Maint shop; fuel cans	01/10/2012		138.90
37526	Lawn mower	01/10/2012		760.20
37527	Maint shop; fuel cans	01/10/2012		69.45
37527	Maint shop; fuel cans	01/10/2012		138.90
			<b>Check Total:</b>	1,107.45
<b>Check No:</b> 27114	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 1441	<b>Watson Security</b>			
4135RKS	City hall; door lock repair	01/10/2012		140.09

				<u>Check Amount</u>
				<b>Check Total:</b> 140.09
<b>Check No:</b> 27115	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0789	<b>White River Family Care</b>			
0789-1	Medical care for prisoner; D. Wilson	01/10/2012		170.00
				<b>Check Total:</b> 170.00
<b>Check No:</b> 27116	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 1894	<b>Diana Ziolkowski</b>			
1894-1	Facility monitoring; 12/17, 12/18	01/10/2012		81.00
				<b>Check Total:</b> 81.00
<b>Check No:</b> 27117	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2104	<b>Zones, Inc.</b>			
S238667901	Computer hard drives	01/10/2012		725.38
				<b>Check Total:</b> 725.38
<b>Check No:</b> 27118	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2223	<b>ARC Imaging Resources</b>			
952035	Plotter/Scanner maint; 12/21/11-1/21/12	01/10/2012		85.85
952035	Plotter/Scanner maint; 12/21/11-1/21/12	01/10/2012		85.85
952035	Plotter/Scanner maint; 12/21/11-1/21/12	01/10/2012		42.92
				<b>Check Total:</b> 214.62
<b>Check No:</b> 27119	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0077	<b>Association of WA Cities</b>			
12/20/2011	2012 AWC membership dues	01/10/2012		10,852.00
				<b>Check Total:</b> 10,852.00
<b>Check No:</b> 27120	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0019	<b>AWC Employee Benefits Trust</b>			
100106158E	Nemens; COBRA premium, January	01/10/2012		214.12
100106158E	Nemens; COBRA premium, January	01/10/2012		499.62
				<b>Check Total:</b> 713.74
<b>Check No:</b> 27121	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 1868	<b>The Brickman Group Ltd, LLC</b>			
939294	Streets; landscaping, January	01/10/2012		3,952.60
939294	Parks; landscaping, January	01/10/2012		1,388.69
				<b>Check Total:</b> 5,341.29
<b>Check No:</b> 27122	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2270	<b>CenturyLink</b>			
6381431686	Maint shop; telephone, 12/25/11-1/25/12	01/10/2012		73.25
6381431686	Maint shop; telephone, 12/25/11-1/25/12	01/10/2012		36.62
6381431686	Maint shop; telephone, 12/25/11-1/25/12	01/10/2012		73.25
4137665359	Aquatics; telephone, 12/26/11-1/26/12	01/10/2012		275.96
6392827698	City hall; telephone, 12/8/11-1/8/12	01/10/2012		137.23
				<b>Check Total:</b> 596.31
<b>Check No:</b> 27123	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0906	<b>Staci Cles</b>			
11-59	Cles; 2011 flexible spending	01/10/2012		76.50
				<b>Check Total:</b> 76.50
<b>Check No:</b> 27124	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0364	<b>Code Publishing Company</b>			
39718	Municipal code update; 1/1/12	01/10/2012		163.70
				<b>Check Total:</b> 163.70
<b>Check No:</b> 27125	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0108	<b>Covington Chamber of Commerce</b>			
2011-118	2012 Chamber business membership	01/10/2012		370.00
				<b>Check Total:</b> 370.00
<b>Check No:</b> 27126	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0043	<b>Covington Mini Storage</b>			
0043-1	Storage unit C25; lease, January	01/10/2012		120.00
0043-1	Storage unit E32; lease, January	01/10/2012		80.00
				<b>Check Total:</b> 200.00
<b>Check No:</b> 27127	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 1409	<b>Delta Communications Systems</b>			
916329	Aquatics; long distance, January	01/10/2012		51.26

				<u>Check Amount</u>
				51.26
<b>Check No:</b> 27128	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2045	<b>Goodbye Graffiti Seattle</b>			
15408	Everclean program, January	01/10/2012		376.84
				<b>Check Total:</b> 376.84
<b>Check No:</b> 27129	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0923	<b>Hewlett-Packard Company</b>			
50589938	Computer	01/10/2012		741.74
				<b>Check Total:</b> 741.74
<b>Check No:</b> 27130	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0902	<b>Institute of Transp Engineers</b>			
42120	Vondran; 2012 ITE membership dues	01/10/2012		279.20
				<b>Check Total:</b> 279.20
<b>Check No:</b> 27131	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 1342	<b>Integra Telecom</b>			
9094234	City hall; telephone, 12/8/11-1/7/12	01/10/2012		1,344.81
				<b>Check Total:</b> 1,344.81
<b>Check No:</b> 27132	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0050	<b>Kent School District</b>			
0050-1	School mitigation payable, December	01/10/2012		16,458.00
				<b>Check Total:</b> 16,458.00
<b>Check No:</b> 27133	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0204	<b>King County Pet Licensing</b>			
0204-1	Pet license remittance; December	01/10/2012		100.00
				<b>Check Total:</b> 100.00
<b>Check No:</b> 27134	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0682	<b>Nextel Communications</b>			
591066496-	Internet connection card, 12/21-1/20/12	01/10/2012		90.41
591066496-	Internet connection card, 12/21-1/20/12	01/10/2012		60.27
591066496-	Internet connection card, 12/21-1/20/12	01/10/2012		60.27
591066496-	Internet connection card, 12/21-1/20/12	01/10/2012		30.13
				<b>Check Total:</b> 241.08
<b>Check No:</b> 27135	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0973	<b>Public Finance Inc.</b>			
0001520	LID Administration; 1st Quarter 2012	01/10/2012		123.69
				<b>Check Total:</b> 123.69
<b>Check No:</b> 27136	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0275	<b>Puget Sound Clean Air Agency</b>			
12-033S	2012 Clean air assessment	01/10/2012		8,352.00
				<b>Check Total:</b> 8,352.00
<b>Check No:</b> 27137	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2466	<b>Springbrook National User Grou</b>			
51	2012 SNUG membership	01/10/2012		175.00
				<b>Check Total:</b> 175.00
<b>Check No:</b> 27138	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 0591	<b>Springbrook Software</b>			
C19254	Credit; 2012 progress users to 5	01/10/2012		-378.77
18855	2012 Annual software maintenance	01/10/2012		11,770.93
C19703	Credit; 2011 progress users to 5	01/10/2012		-316.34
C19704	Credit; 2010 progress users to 5	01/10/2012		-332.16
				<b>Check Total:</b> 10,743.66
<b>Check No:</b> 27139	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 1158	<b>Sprint Rothhammer Intl, Inc.</b>			
78441B	Aquatics; resale items: goggles, caps	01/10/2012		116.20
				<b>Check Total:</b> 116.20
<b>Check No:</b> 27140	<b>Check Date:</b> 01/10/2012			
<b>Vendor:</b> 2103	<b>US Bancorp Equip Finance Inc.</b>			
194077665	Copier lease, 1/3-2/2/12	01/10/2012		150.82
194077665	Copier lease, 1/3-2/2/12	01/10/2012		100.54
				<b>Check Total:</b> 251.36

				<u>Check Amount</u>
<b>Check No:</b>	<b>27141</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0046</b>	<b>Verizon Wireless</b>		
1041468660	Maint shop; on call phone, 12/21-1/20/12	01/10/2012		11.97
1041468660	Maint shop; on call phone, 12/21-1/20/12	01/10/2012		5.98
1041468660	Maint shop; on call phone, 12/21-1/20/12	01/10/2012		11.97
<b>Check Total:</b>				29.92
<b>Check No:</b>	<b>27142</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0819</b>	<b>Don Vondran</b>		
11-60	Vondran; 2011 Flexible spending	01/10/2012		38.53
1819-1	Vondran; APWA board meeting, mileage	01/10/2012		22.31
1819-1	Vondran; APWA board meeting, mileage	01/10/2012		14.88
<b>Check Total:</b>				75.72
<b>Check No:</b>	<b>27143</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0096</b>	<b>WCIA</b>		
1026	2012; Boillier/Property insurance	01/10/2012		15,100.00
1026	2012; Liability insurance	01/10/2012		93,940.00
1026	2012; Auto insurance	01/10/2012		2,663.00
1026	2012; Bond insurance	01/10/2012		294.00
<b>Check Total:</b>				111,997.00
<b>Check No:</b>	<b>27144</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0086</b>	<b>WFOA</b>		
7080	Parker; 2012 WFOA membership dues	01/10/2012		50.00
7011	Hendrickson; 2012 WFOA membership dues	01/10/2012		50.00
<b>Check Total:</b>				100.00
<b>Check No:</b>	<b>27145</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0368</b>	<b>WMTA</b>		
9133	2012 WMTA membership dues	01/10/2012		40.00
<b>Check Total:</b>				40.00
<b>Check No:</b>	<b>27146</b>	<b>Check Date:</b>	<b>01/10/2012</b>	
<b>Vendor:</b>	<b>0355</b>	<b>WRPA</b>		
11-631	Patterson; 2012 WRPA membership dues	01/10/2012		113.25
11-631	Patterson; 2012 WRPA membership dues	01/10/2012		37.75
11-631	Newton/Bahl; 2012 WRPA membership dues	01/10/2012		240.00
11-631	Agency; 2012 WRPA membership dues	01/10/2012		422.00
11-631	Junkin; 2012 WRPA membership dues	01/10/2012		146.00
<b>Check Total:</b>				959.00
<b>Date Totals:</b>				352,192.98
<b>Report Total:</b>			<b>0.00</b>	<b>352,192.98</b>

January 20, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/20/12 consisting of:

PAYLOCITY CHECK # 1000329468 through PAYLOCITY CHECK # 1000329478 and  
PAYLOCITY CHECK # 1000329481 through PAYLOCITY CHECK # 1000329483 inclusive,  
plus employee direct deposits

IN THE AMOUNT OF \$136,385.81

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

\_\_\_\_\_  
Robert M. Hendrickson  
Finance Director

\_\_\_\_\_  
Mark Lanza  
City Councilmember

\_\_\_\_\_  
Wayne Snoey  
City Councilmember

\_\_\_\_\_  
Marlla Mhoon  
City Councilmember

Council Meeting Date Approved: \_\_\_\_\_

01/20/12 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101857	Regular	1/20/2012	Agnish, Ashley	102.86
101858	Regular	1/20/2012	Kirshenbaum, Kathleen	639.42
101859	Regular	1/20/2012	Lyon, Valerie	1,408.88
101860	Regular	1/20/2012	Matheson, Derek M	4,394.32
101861	Regular	1/20/2012	Mhoon, Darren S	1,278.56
101862	Regular	1/20/2012	Michaud, Joan M	1,721.72
101863	Regular	1/20/2012	Scott, Sharon G	2,657.02
101864	Regular	1/20/2012	Slate, Karla J	2,220.92
101865	Regular	1/20/2012	Hart, Richard	3,432.24
101866	Regular	1/20/2012	Mueller, Ann M	2,269.36
101867	Regular	1/20/2012	Cles, Staci M	1,672.53
101868	Regular	1/20/2012	Hagen, Lindsay K	1,375.72
101869	Regular	1/20/2012	Hendrickson, Robert	4,055.37
101870	Regular	1/20/2012	Parker, Cassandra	2,244.65
101871	Regular	1/20/2012	Harto, Margaret	461.75
101872	Regular	1/20/2012	Lanza, Mark	391.28
101873	Regular	1/20/2012	Mhoon, Marlla	391.28
101874	Regular	1/20/2012	Scott, James A	415.57
101875	Regular	1/20/2012	Wagner, Jeffrey	415.57
101876	Regular	1/20/2012	Dalton, Jesse J	1,734.21
101877	Regular	1/20/2012	Gaudette, John J	1,672.98
101878	Regular	1/20/2012	Junkin, Ross D	2,527.27
101879	Regular	1/20/2012	Marchefka, Joe A	2,413.39
101880	Regular	1/20/2012	Wesley, Daniel A	2,179.34
101881	Regular	1/20/2012	Bykonen, Brian D	2,955.33
101882	Regular	1/20/2012	Christenson, Gregg R	1,986.60
101883	Regular	1/20/2012	Lyons, Salina K	1,998.18
101884	Regular	1/20/2012	Meyers, Robert L	3,113.34
101885	Regular	1/20/2012	Ogren, Nelson W	2,512.11
101886	Regular	1/20/2012	Thompson, Kelly	1,814.61
101887	Regular	1/20/2012	Morrissey, Mayson	2,543.18
101888	Regular	1/20/2012	Bahl, Rachel A	1,549.65
101889	Regular	1/20/2012	Newton, Ethan A	2,022.65
101890	Regular	1/20/2012	Patterson, Clifford	2,355.78
101891	Regular	1/20/2012	Thomas, Scott R	3,241.18
101892	Regular	1/20/2012	Akramoff, Glenn A	3,298.10
101893	Regular	1/20/2012	Bates, Shellie L	1,861.32
101894	Regular	1/20/2012	Buck, Shawn M	1,436.41
101895	Regular	1/20/2012	French, Fred	157.62
101896	Regular	1/20/2012	Parrish, Benjamin A	1,688.12
101897	Regular	1/20/2012	Vondran, Donald M	3,281.60
101898	Regular	1/20/2012	Beatty, Kyle B	77.61
101899	Regular	1/20/2012	Campbell, Noel M	64.22
101900	Regular	1/20/2012	Cox, Melissa	124.63
101901	Regular	1/20/2012	Felcyn, Adam	208.17
101902	Regular	1/20/2012	Foxworthy, Rebecca	114.04
101903	Regular	1/20/2012	Golan, Samuel	22.04
101904	Regular	1/20/2012	Holmes, Kyle	102.02
101905	Regular	1/20/2012	Houghton, Cassandra L	77.61



## Consent Agenda Item C-3

Covington City Council Meeting

Date: January 24, 2012

**SUBJECT:** AUTHORIZE THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT (ILA) FOR SOUTH END AREA REGIONAL COALITION FOR HOUSING (SEARCH).

**RECOMMENDED BY:** Derek Matheson, City Manager

**ATTACHMENT(S):**

1. SEARCH Interlocal Agreement (ILA)

**PREPARED BY:** Victoria Throm, Personnel & Human Services Analyst

**EXPLANATION:**

In August of 2011, the City Council considered participation in an Interlocal Agreement for SEARCH proposed by the City of Auburn. Council reached consensus to direct the City Manager to negotiate modifications to the ILA to address the city attorney's concerns and bring it back to Council for formal approval.

Covington City Attorney Sara Springer addressed her concerns with Dan Heid, Auburn City Attorney. She received more information regarding her questions to the ILA and now approves proceeding with the execution of the ILA. Sara's comments will be kept on file and included in any amendments that may be made to the ILA in the future.

**ALTERNATIVES:**

1. Not to authorize the City Manager to enter into the SEARCH Interlocal Agreement.

**FISCAL IMPACT:** None

**CITY COUNCIL ACTION:** \_\_\_ Ordinance \_\_\_ Resolutions  X  Motion \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, and Councilmember \_\_\_\_\_ seconds to authorize the City Manager to enter into an Interlocal Agreement for South End Area Regional Coalition for Housing (SEARCH).**

**REVIEWED BY:** City Manager; Personnel Manager

# ATTACHMENT 1

## Interlocal Agreement for South End ARCH A Regional Coalition for Housing

This Interlocal Agreement ("Agreement") is entered into by and between the Cities of Algona, Auburn, Black Diamond, Covington, Enumclaw, and Pacific, municipal corporations organized under the laws of the State of Washington, and King County, a subdivision of state government (hereinafter referred to as "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, the South End communities have a common goal to ensure the availability of housing that meets the needs of all income levels; and

WHEREAS, the South End communities desire to provide a sound base of housing policies and programs in the South End and to complement the efforts of existing organizations to address South End housing needs; and

WHEREAS, the citizen-advisory committees that support human and housing services in the South End cities have identified and desired to address the present and increasing need of supportive housing stock and programs to assist their residents; and

WHEREAS, the partner cities have adopted policies supporting an active approach to increasing the supply of affordable housing for their residents; and

WHEREAS, the Parties have determined that the most efficient and expeditious way for the parties to address South End affordable housing needs is through cooperative action by the parties; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable housing-related services; now therefore,

### IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. All Parties to this Agreement have responsibility for local and regional planning for the provision of housing affordable to citizens that work and/or live in the South End. The Parties desire to act cooperatively to formulate affordable housing goals and policies and to foster efforts to provide affordable housing by combining public funding with private-sector resources. The Parties further intend that this interlocal agreement serve as the legal basis for other communities within the SEARCH sphere of influence to cooperate in planning for and providing affordable housing; the Parties therefore encourage other South End communities to join the initial Parties in this endeavor.

2. STRUCTURE. To accomplish the purposes of this Agreement, the Parties hereby create an administrative entity to be called the South End Area Regional Coalition for Housing ("SEARCH"). SEARCH shall be governed by an Executive Board composed of the chief executive officer from each Party. The Executive Board shall be assisted by an administrative staff and by a Citizen Advisory Board.

3. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of this Agreement, SEARCH shall have the following responsibilities and authority:

a. To provide recommendations to the Parties regarding the allocation of public funding for affordable housing purposes. Those parties which request that SEARCH make allocation recommendations concerning the use of housing funds either individually or jointly with any other party(s), may place conditions on the use of those funds. SEARCH shall, at least annually, report to the Parties on the geographic distribution of all housing funds as recommended by SEARCH.

b. To provide recommendations to the Parties regarding local and regional affordable housing policies. SEARCH will assist the Parties in developing strategies and programs to achieve Growth Management Act housing goals. SEARCH will provide technical assistance to any Party adopting land use incentives or affordable housing programs. SEARCH staff will research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils upon request by a Party. SEARCH will assist Parties in developing strategies and programs to implement county-wide affordable housing policies to meet the Growth Management Act objective for an equitable and rational distribution of low- and moderate-income housing.

c. To facilitate cooperation between the private and public sector with regard to the provision of affordable housing. SEARCH will work directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable housing projects. SEARCH will work directly with any Party to provide technical assistance with regard to the public funding of affordable housing projects and the implementation of affordable housing regulatory agreements for private developments. SEARCH will also provide assistance in making surplus sites available for affordable housing and in developing affordable housing alternatives for such sites.

d. To develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing.

e. To provide other technical advice to any Party upon request and to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.

f. To provide support and educational activities and to monitor legislative and regulatory activities related to affordable housing at the state and federal levels.

g. To develop and to carry out procedures for monitoring of affordable units and to administer direct service housing programs on behalf of any Party. Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs, etc.

h. To work directly with other public and private entities for the development of affordable housing policies and to encourage the provision of affordable housing.

i. Pursuant to the direction of the Executive Board, to take other appropriate and necessary action to carry out the purposes of this Agreement.

#### 4. EXECUTIVE BOARD.

a. Membership. SEARCH shall be governed by an Executive Board composed of the chief executive officer of each Party. The Executive Board shall administer this cooperative undertaking pursuant to the terms of this Agreement and pursuant to any procedures adopted by the Executive Board.

b. Chair. The Chair of the Executive Board shall be elected by the members of the Board from the Board membership; shall preside over all meetings of the Executive Board; and shall, in the absence of a Program Manager, process issues, organize meetings and provide for administrative support as required by the Executive Board.

c. Alternate Member. Each member of the Executive Board shall be entitled to designate one alternate elected member who shall serve in the place of the member on the Executive Board during the member's absence or inability to serve.

d. Powers. The Executive Board shall have the power to (1) develop and recommend a budget and work program to the Parties; (2) adopt procedures for the administration of SEARCH and for the conduct of meetings; (3) make recommendations to the Parties concerning planning, policy and the funding of affordable housing projects; (4) establish policies for the expenditure of budgeted items; (5) establish a special fund with one of the participating cities as authorized by RCW 39.34.030; (6) hold regular meetings on such dates and at such places as the Executive Board may designate; (7) enter into contracts and agreements for the provision of personnel and other necessary services to SEARCH, including accounting and legal services and the purchase of insurance, and authorize the Chair or Program Manager of SEARCH, if any, to execute any such contracts, agreements or other legal documents necessary for SEARCH to carry out its purposes; (8) establish the responsibilities and direct and oversee the activities of the Program Manager; and (9) take whatever other action,

consistent with and subject to the limitations of this Agreement and governing By-laws, is necessary to carry out the purposes of this Agreement.

5. ADMINISTRATION AND OVERSIGHT. The Executive Board shall have final decision-making authority over all legislative and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SEARCH to a Program Manager. The Program Manager shall submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and the governing body of each Party. Such reports and contents thereof shall be in a form acceptable to the Executive Board.

The Executive Board may, with the consent of the Parties, designate one of the Parties to provide administrative support services on behalf of SEARCH. SEARCH shall be staffed with personnel provided by the Parties and/or independent contractors contracting directly with SEARCH. Any Party providing personnel to SEARCH shall remain solely responsible for the continued payment of any and all compensation and benefits to such personnel as well as for any worker's compensation claims or any other claims arising from the negligence or omissions of the employee in performing his duties for SEARCH. In the case of personnel directly contracting with SEARCH, the Parties shall be jointly and severally responsible for any claims, not otherwise covered by insurance, arising as a result of the negligence or omissions of such personnel. All Parties shall cooperate fully in assisting SEARCH to provide the services authorized herein.

6. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Executive Board shall consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership. No action shall be taken except at a meeting open to the public.

7. CITIZEN ADVISORY BOARD. A Citizen Advisory Board is hereby created to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects and to provide public relations and educational outreach services. The Citizen Advisory Board shall consist of not more than fifteen (15) and not less than twelve (12) citizen members. The Executive Board shall recommend a list of citizens to the Parties for their confirmation. In the event a citizen(s) recommended by the Executive Board is not confirmed by each Party, the Executive Board shall recommend additional citizens for confirmation by the Parties.

Citizen members appointed to the Citizen Advisory Board must have a knowledge and understanding of affordable housing and be committed to the furtherance of affordable housing in the South End. Appointments shall be for a four-year term with service limited to a total of two consecutive terms. The Executive Board shall adopt procedures for the convening and administration of the Citizen Advisory Board. A citizen member may be removed from the Citizen Advisory Board by the Executive Board with or without cause upon a majority vote of membership of the Executive Board.

8. MEETINGS OF CITIZEN ADVISORY BOARD.

a. Frequency. The Citizen Advisory Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Citizen Advisory Board shall consist of the Board members who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Citizen Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. No action shall be taken except at a meeting open to the public.

9. DURATION AND TERMINATION. This Agreement shall be of ten years' duration but shall continue in effect for subsequent five-year periods upon affirmative vote of a majority of the membership of the Executive Board. Any vote to continue the Agreement shall be taken not sooner than six months before, nor later than three months before, the end of the initial ten-year term or any subsequent five-year term. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement.

Upon termination of this Agreement, all property acquired during the life of the Agreement shall be disposed of in the following manner:

- (i) all property contributed without charge by any Party shall revert to the contributing Party;
- (ii) all property purchased by SEARCH after the effective date of this Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;
- (iii) all unexpended or reserve funds shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

10. WITHDRAWAL. Any Party may withdraw from this Agreement by giving one year's written notice to the Executive Board, by December 31 in any year, of its intention to terminate, effective December 31 of the following year. Any Party withdrawing from this Agreement shall remain legally and financially responsible for any

obligation incurred by the Party pursuant to the terms of this Agreement during the time the withdrawing Party was a member of SEARCH.

11. BUDGET. The budget year for SEARCH shall be January 1 to December 31 of any year. On or before June 1st of each year, a recommended budget and work plan for SEARCH for the next budget year shall be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended budget shall contain an itemization of all categories of budgeted expenses and shall contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. No recommended budget or work plan shall become effective unless and until approved by the legislative body of each Party and finally adopted by the Executive Board. Approval of the budget by a Party shall obligate that Party to make whatever contribution(s) is budgeted for that Party. Such contribution(s) shall be transmitted to SEARCH on a quarterly basis at the beginning of each quarter unless otherwise provided in the budget document. In the event that any party is delinquent by more than three months in the payment of its budgeted contribution, such party shall not be entitled to vote on matters before the Executive Board until such delinquency has been paid.

12. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Funding for the activities of SEARCH shall be provided solely through the budgetary process. No separate dues or assessments shall be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party to the Agreement. An approved budget shall not be modified unless and until approved by the legislative body of each Party and finally adopted by the Executive Board; provided that, in the event a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties.

13. LIABILITY OF MEMBERS. Each Party shall be jointly and severally liable for any claims, damages or other causes of action arising from the activities of SEARCH, its officers, employees and agents except as expressly set forth in Section 5 of this Agreement with regard to personnel directly provided to SEARCH by such Party; provided that, SEARCH shall take all steps reasonably possible to minimize the potential liability of the Parties, including but not limited to the purchase of liability, casualty and errors and omissions insurance and the utilization of sound risk management techniques. To the extent reasonably practicable, all Parties shall be named as additional insured on all insurance policies.

14. AMENDMENTS. Any amendments to this Agreement must be in writing, authorized by the legislative bodies of all Parties to this Agreement, and evidenced by the Authorized signatures of all Parties as of the effective date of the amendment.

15. ADDITIONAL PARTIES. Any South End jurisdiction having responsibility for planning or for providing affordable housing may, upon execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement upon affirmative vote of a majority of the membership of the Executive Board. The Executive Board shall determine by a vote of a majority of its membership what, if any, funding obligations such additional Party shall commit to as a condition of becoming a Party to this Agreement.

16. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of the Agreement.

17. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

18. FILING AND EFFECTIVE DATE. This Agreement shall become effective upon approval by the legislative bodies of at least three cities and upon filing with the city clerk of each city which is a party to this Agreement, the King County Clerk, and the Secretary of State.

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_.

Name of Party

Approved as to form

\_\_\_\_\_  
By: City of

\_\_\_\_\_  
City Attorney

**Consent Agenda Item C-4**

Covington City Council Meeting

Date: January 24, 2012

SUBJECT: EXECUTE AGREEMENT WITH REPORTER NEWSPAPERS FOR MONTHLY UPDATE, CITY REPORT CARD AND ANNUAL RESIDENTS' GUIDE

RECOMMENDED BY: Karla Slate, Community Relations Coordinator

ATTACHMENT(S):

1. Covington Reporter Contract for Services

PREPARED BY: Karla Slate, Community Relations Coordinator

EXPLANATION:

In 2011, as in past years, the City contracted services with the Covington Reporter to publish the Monthly Update and Annual Residents' Guide. The Reporter has provided excellent communication, design and content proofing, reasonable rates and flexibility in deadlines.

The Covington Reporter has, again, decided not to increase their fees in 2012 due to our long-standing relationship. Their updated contract is attached for review.

Due to no rate increase and an excellent relationship with the Reporters' staff, staff recommends contracting with the Reporter again in 2012 for publishing services.

ALTERNATIVES:

Renegotiate fees with the Reporter or choose to create these publications in-house.

FISCAL IMPACT:

We have budgeted \$36,100 in the Executive Office Budget for 2012. Actual costs will likely be less than the budgeted amount.

CITY COUNCIL ACTION:    \_\_\_ Ordinance    \_\_\_ Resolution     X  Motion    \_\_\_ Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize the city manager to execute an agreement with the Reporter for annual advertising services.**

REVIEWED BY: City Manager; City Attorney

# MAPLE VALLEY & COVINGTON REPORTER.com

CITY OF  
**Covington**  
WASHINGTON  
*Unmatched Quality of Life*  
16720 SE 271<sup>st</sup> Street,  
Suite 100, Covington, WA 98042  
253-638-1110

### Advertising Agreement

The City of Covington agrees to authorize and use advertising in the Covington Reporter from February 1, 2012 through January 31, 2013. The ad sizes and prices will be at the established nonprofit rates as detailed. Additional pages may be added at these same rates. Up to 50 copies of the newspaper will be provided to the City.

- 6x13 Full page with Full Color to be used for the City of Covington Update \$1473
- Double Truck with Full Color to be used for the City of Covington Update \$2800
- 3 Full pages with Full Color to be used for the City of Covington Update \$4200
- 2 Full pages with Full Color to be used for the Residents Guide \$750 per page \$1500
- Discretionary advertising funds spent into the CMV Reporter \$1000
- Discretionary fund match of \$1000 value in ad space by CMV Reporter

The Covington Reporter newspaper distributes their weekly print edition to the homes in Covington, Maple Valley, Black Diamond, Ravensdale and the surrounding King County area with readership exceeding 44,000. The online edition publishes new stories daily, and rapid breaking news updates distributed on the website with links on Facebook and twitter. Online display advertising (small rectangle ad) at [www.CovingtonReporter.com](http://www.CovingtonReporter.com) with a link to the city website is available for \$22 per week and is strongly recommended as a highly effective communication tool for the city.

The annual Residents Guide will be produced in booklet form and distributed in the Covington Reporter, delivered to homes in zip code 98042, with an additional 1000 copies of the guide provided to the City. The City will serve as a significant source for news content and will be provided the equivalent of two pages of advertising with full color for \$1500. The publication will be allowed to sell ads to local businesses for placement within the guide.

Agreed to by:

Date 1/6/2012

Polly A. Shepherd  
Publisher  
Covington Reporter

Date \_\_\_\_\_

Derek Matheson  
City Manager  
City of Covington

Attest:

Approved as to form by:

\_\_\_\_\_  
Sharon Scott, City Clerk

\_\_\_\_\_  
Sara Springer, City Attorney

**Consent Agenda Item C-5**

Covington City Council Meeting

Date: January 24, 2012

**SUBJECT: RATIFY THE CITY MANAGER’S SIGNATURE TO EXECUTE AN EASEMENT AGREEMENT FOR A PRIVATE UTILITY EASEMENT LOCATED IN TRACTS I AND J AT THE COVINGTON ESPLANADE DEVELOPMENT**

**RECOMMENDED BY: Richard Hart, Community Development Director**

**ATTACHMENT(S):**

- 1. Easement Agreement

**PREPARED BY: Salina Lyons, Senior Planner  
Nelson Ogren, Development Review Engineer**

**EXPLANATION:**

Covington Legacy LLC (aka Ashton Capital Corporation) requested an easement from the city for a storm drainage overflow pipe from the development’s private storm water management system that crosses through Tract I and discharges into Tract J at the Covington Esplanade development (Covington Legacy, City File No. LU05-0055/2005). Tract I and J were dedicated to the city on October 4, 2007, upon recording of the binding site plan. This easement was overlooked and not shown on the final recorded document; therefore, a separate easement agreement was necessary. This matter was expedited due to Covington Legacy’s need to record this easement by December 22, 2011; therefore, staff is now seeking the Council’s ratification of the City Manager’s execution of this easement agreement.

**ALTERNATIVES: None. This is a legally recorded document.**

**FISCAL IMPACT: No direct impact. The location of the overflow pipe was approved as part of the overall development proposal. The easement request clarifies the location within Tract I.**

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

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to ratify the City Manager’s signature to execute an easement agreement for a private utility easement located in Tract I and J at the Covington esplanade development.**

**REVIEWED BY:    Community Development Director  
                          Public Works Director  
                          Finance Director  
                          City Attorney  
                          City Manager**

Please Return To:

**City of Covington**  
**16720 SE 271st Street**  
**Covington WA 98042-4964**

**WASHINGTON STATE COUNTY AUDITOR/RECORDER/S**  
**INDEXING FORM (Cover Sheet)**

<p><b>Document Title(s)</b> <i>(or transactions contained therein):</i></p> <p>1. Amended and Restated Utility and Storm Water Drainage Easement Hold Harmless</p> <p>2.</p>
<p><b>Reference Numbers</b> of Documents assigned or released:  on page ___ of document</p>
<p><b>Grantor(s):</b> <i>(Last name first; then first name and initials)</i></p> <p>1. City of Covington</p> <p>2.</p> <p><input type="checkbox"/> Additional names on page ___ of document</p>
<p><b>Grantee(s):</b> <i>(Last name first; then first name and initials)</i></p> <p>1. Covington Legacy, LLC</p> <p>2.</p> <p><input type="checkbox"/> Additional names on page ___ of document</p>
<p><b>Legal Description:</b> (abbreviated form i.e. lot, block, plat name, section-township-range)</p> <p> </p> <p><input type="checkbox"/> Additional legal is included as "Exhibit A" and "Exhibit B"</p>
<p><b>Assessor's Property Tax Parcel Account Number(s)</b></p> <p> </p>
<p><b>City of Covington Reference:</b></p> <p>Project Number _____ Project Name _____</p> <p>Permit Numbers _____</p>

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**Return Address:**

City of Covington  
16720 SE 271st Street, Suite 100  
Covington, WA 98042

**AMENDED AND RESTATED EASEMENT AGREEMENT**

**For location of a portion of a private utility and storm water drainage easement.**

**Grantor:** City of Covington  
16720 SE 271st Street, Suite 100  
Covington, WA 98042

**Grantee:** Covington Legacy, LLC  
1201 Monster Road SW. Suite 350  
Renton, WA 98057

**Parcel Numbers:** 1796310100 & 1796310090

**AMENDED AND RESTATED EASEMENT AGREEMENT**

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (this "Agreement") made this \_\_\_\_ day of January, 2012, by and between the City of Covington, a municipal corporation of the State of Washington ("Grantor"), and Covington Legacy, LLC, and its successors and assigns ("Grantee"), for the perpetual, nonexclusive easements described herein.

WHEREAS, Grantor and Grantee entered into that certain Easement Agreement dated December 22, 2011 and recorded as Instrument No. 20111229002206 in the real property records of King County, Washington (the "Original Easement"); and

WHEREAS, Grantor is the owner of land at parcels 1796310100 & 1796310090, legally described in **Exhibit A** attached hereto and incorporated by reference (the "Burdened Property"); and

WHEREAS, Grantee requires easements (collectively, the "Easements") over the Burdened Property to construct, reconstruct, modify, change, add to, operate, and maintain, a portion of a water, sewer, and storm water drainage utility system that serves the Grantee's

property legally described in **Exhibit B** (the “Benefited Property”) and to drain storm water from the Benefited Property onto the Burdened Property; and

WHEREAS, Grantor warrants it has title to the Burdened Property and is authorized to grant and convey the Easements; and

WHEREAS, Grantor and Grantee desire to now amend and restate, and to supersede in its entirety, the Original Easement;

NOW THEREFORE, for and in good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, Grantor hereby grants, conveys, and quitclaims to Grantee the following Easements over the Burdened Property for the benefit of the Benefited Property:

- (A) a perpetual, nonexclusive utility easement of which a legal description and depiction is attached hereto in Exhibit C and incorporated herein by reference (“Easement Area”); and**
- (B) a perpetual, nonexclusive easement to drain storm water and other ground, surface, and sub-surface water from the Benefited Property onto the Burdened Property.**

AND, Grantor and Grantee further covenant and agree as follows:

1. Said Easements are for the purpose of reconstructing, installing, repairing, operating, and maintaining water, sewer, and storm water drainage utilities and utility pipelines within the Easement Area; for the purpose of draining storm water and other ground, surface, and sub-surface water onto the Burdened Property; and for the nonexclusive right of ingress to and egress to the Burdened Property for the foregoing purposes.
2. All cost and expense of work undertaken in the Easement Area by or at the behest of Grantee (the “Work”) shall be paid and borne exclusively by Grantee. Grantee shall keep Grantor’s lands free and clear from any and all liens of whatever nature arising out of any Work performed, materials furnished and/or obligations incurred by, on behalf of, or under the direction of, Grantee.
3. Upon completion of any Work in the Easement Area, Grantee shall promptly repair and restore all landscaping and surface improvements disturbed or removed by Grantee in the course of use of the Easement Area to substantially the same or better condition as found immediately prior to the Work performed, all without cost or expense to Grantor.
4. If in the use of the Easement Area Grantee damages other property of Grantor or causes damage to the Easement Area as a result of activity that is not permitted by the Easement, Grantee shall repair, replace, and restore, at Grantee’s sole expense, said damage.
5. All Grantee Work shall be conducted in accordance with all applicable codes and requirements governing such work.

6. Grantor shall retain the right to occupy, use, and cultivate the Burdened Property for all purposes not inconsistent with the rights granted herein and provided that such occupancy, use and cultivation of the Burdened Property shall not interfere with the rights granted to Grantee herein. Grantor shall also specifically retain the right to construct a public trail system over the Easement Area and Burdened Property without restriction on the type of materials used to construct said trail surface. Grantor shall not, however:
  - a. Erect buildings or structures of a permanent nature;
  - b. Install any trees, large shrubbery, or other vegetation having deep root patterns which may cause damage or interfere with storm utilities to be placed within the Easement Area by Grantee;
  - c. Erect fences, except for metal fences and fence posts; and
  - d. Change surface grades within the Easement Area, except as approved in advance by Grantee.
7. Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury which may result from the use, construction, installation, replacement and maintenance of the Easements; provided, however, that said loss, damage, or injury does not arise out of or result from the negligence or actions of Grantor, its agents, or employees.
8. In case suit or action is commenced by either party, or their successors and/or assigns, to enforce any rights under this Agreement, or regarding an encroachment on either of the Easements, in addition to costs provided by statute, the substantially prevailing party shall be entitled to an award of attorneys' fees in such sum as the court may adjudge just and reasonable.
9. The rights, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.
10. Each of the undersigned hereby represents and warrants that it is authorized to execute this Agreement on behalf of the respective parties to this Agreement and that this Agreement, when executed by said parties, shall become valid and binding obligations enforceable in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES COMMENCE  
ON FOLLOWING PAGE]



GRANTEE:

COVINGTON LEGACY, LLC, a Washington limited liability company

By: Ashton Capital Corporation, its manager

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF WASHINGTON        }  
  }ss  
COUNTY OF KING            }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2012, by \_\_\_\_\_ the \_\_\_\_\_ of Ashton Capital Corporation, the manager of COVINGTON LEGACY, LLC, a Washington limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Resides at: \_\_\_\_\_

**Exhibit A**

**Legal Description of Burdened Property**

PARCELS I AND J, LEGACY BINDING SITE PLAN, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 243 OF PLATS, PAGES 12 THROUGH 22, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE CITY OF COVINGTON, COUNTY OF KING, STATE OF WASHINGTON.

**Exhibit B**

**Legal Description of Benefited Property**

PARCELS A, B, C, D, E, F AND G, LEGACY BINDING SITE PLAN, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 243 OF PLATS, PAGES 12 THROUGH 22, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE CITY OF COVINGTON, COUNTY OF KING, STATE OF WASHINGTON.

**Exhibit C**

**Easement Area**

**STORM EASEMENT**

That portion of Tracts I and J, City of Covington Binding Site Plan as recorded in Volume 243 of Plata, pages 012 through 022, inclusive, and recorded under King County recording number 20071004001449 lying within a strip of land 15.00 feet in width, 7.5 feet on each side of the facilities as constructed, the centerline of which is generally described as follows:

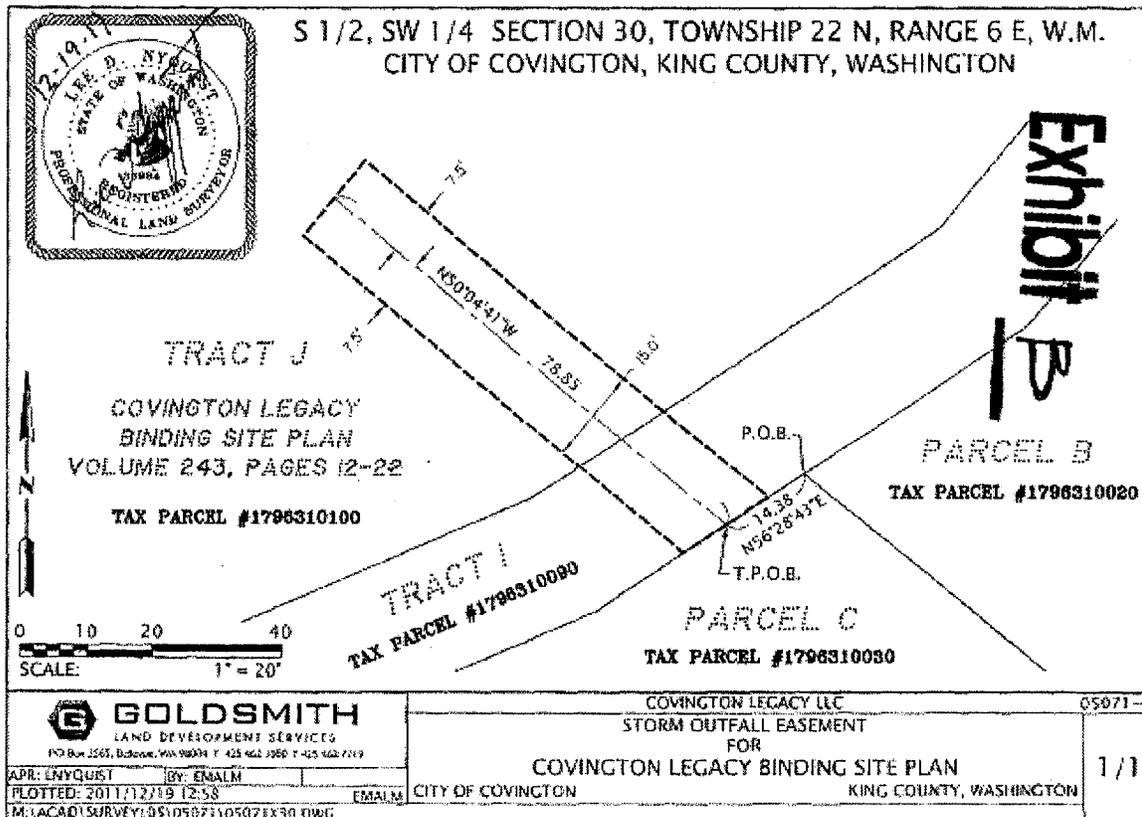
Beginning at the most Northerly corner of Parcel C of said Binding Site Plan;

Thence S 56°28'43" W along the Northwestern line of said Parcel C a distance of 14.38 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

Thence N 50°04'41" W, departing said Northwestern line, a distance of 78.85 feet to the terminus of the herein described centerline.

The sidelines of said easement are to be lengthened or shortened in order to close upon the Northwestern line of said Parcel C.

**Depicted as:**



**Consent Agenda Item C-6**

Covington City Council Meeting

Date: January 24, 2012

SUBJECT: AUTHORIZE THE CITY MANANGER TO EXECUTE AN EASEMENT AGREEMENT TO LOCATE A WATER LINE TO SERVICE THE FIRESTONE DEVELOPMENT, CITY FILE NO. LU11-0008/2127, WITHIN A PORTION OF CITY OWNED PROPERTY (PARCEL NO 3780400130)

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

- 1. Easement Agreement

PREPARED BY: Salina Lyons, Senior Planner  
Nelson Ogren, Development Review Engineer

EXPLANATION:

The developer, Covington Investments II, LLC, requires an easement for the purpose of constructing, installing and maintaining an underground waterline extension, across and through the City’s property, specifically drainage Tract A of June Estates, located at the southern end of the soon to be vacated 176th PL SE. This waterline extension is a requirement of the Covington Water District for the Firestone commercial development, City File No. LU11-0008/2127.

ALTERNATIVES: Do not authorize the City Manager to enter into an easement agreement.

FISCAL IMPACT: No direct impact. The easement agreement outlines the responsibility of the property owner.

CITY COUNCIL ACTION:    \_\_\_Ordinance    \_\_\_Resolution    \_\_\_X\_\_\_Motion  
Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize the City Manager to enter into an easement agreement to locate a water line to service the firestone development, City File No. LU11-0008/2127, within a portion of city owned property (Parcel No 3780400130).**

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

**RETURN ADDRESS**

City of Covington  
16720 SE 271st Street,  
Suite 100  
Covington, WA 98042

**Grantor:** City of Covington

**Grantee:** Covington Investments II, LLC

**Assessor's Property Tax Parcel/Account Numbers:** 3780400130

**EASEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of January 2012, by and between the City of Covington, a municipal corporation of the State of Washington with an address of 16720 SE 271st Street, Suite 100, Covington, WA 98042 ("Grantor"), and Covington Investments II, LLC, a Washington limited liability company, with an address of 1905 Queen Anne Ave. N, Suite 250, Seattle, WA 98109, and its successors ("Grantee"), for a permanent, nonexclusive easement.

WHEREAS, Grantor is the owner of land at parcel no. 3780400130, legally described in Exhibit "A" attached hereto and incorporated by this reference ("Grantor Property"); and

WHEREAS, Grantee is the owner of land at parcel no. 2522059270, legally described in Exhibit "B" attached hereto and incorporated by this reference ("Grantee Property"); and

WHEREAS, Grantee requires an easement for the purpose of constructing, installing, and maintaining an underground water line across and through the Grantor Property at a location more specifically described below; and

WHEREAS, Grantor warrants that it has title to the Grantor Property and is authorized to grant and convey this easement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants, terms, and conditions hereinafter set forth, Grantor hereby grants, conveys, and quitclaims to Grantee a nonexclusive easement over, across, under

and through the following described portion of the Grantor Property:

A strip of land 20.00 feet in width over, under, and across that portion of Tract A, Plat of June Estates, recorded in Volume 110 of Plats, Pages 3 and 4, records of King County, Washington, having 10.00 feet of such width lying on each side of the following described centerline:

COMMENCING at the Southwest corner of said Tract A;  
THENCE South 87°52'45" East, 47.09 feet along the South line of said Tract A to the TRUE POINT OF BEGINNING of herein described centerline;  
THENCE North 02°07'15" East, 10.00 feet;  
THENCE South 87°52'45" East, 29.00 feet;  
THENCE North 46°44'08" East, 36.25 feet to the Northeasterly line of said Tract A and the terminus (the "Easement Area").

A depiction of the Easement Area is attached hereto as Exhibit "C" and incorporated herein by reference.

AND, Grantor and Grantee further covenant and agree as follows:

1. Said easement is for the purpose of constructing, installing, maintaining, removing, repairing, replacing, and using an underground water line across and through the Easement Area for the benefit of the Grantee Property (the "Water Line"), together with the nonexclusive right of access over the remainder of the Grantor Property for the foregoing purposes.
2. All cost and expense of Water Line work undertaken in the Easement Area by or at the behest of Grantee (the "Work") shall be paid and borne exclusively by Grantee. Grantee shall keep Grantor's lands free and clear from any and all liens of whatever nature arising out of any Work performed, materials furnished and/or obligations incurred by, on behalf of, or under the direction of, Grantee.
3. Upon completion of any Work in the Easement Area, Grantee shall promptly repair and restore all landscaping and surface improvements disturbed or removed by Grantee in the course of use of the Easement Area to the same or better condition as found immediately prior to the Work performed, all without cost or expense to Grantor.
4. Grantee's final design for the Water Line shall be submitted to the Grantor for review prior to installation of the Water Line. Grantee shall be responsible for all cost associated with the installation thereof.
5. If in the use of the Easement Area Grantee damages other property of Grantor or causes damage to the Easement Area as a result of activity that is not permitted by this Agreement, Grantee shall repair, replace, and restore, at Grantee's sole expense, said damage.
6. All Grantee work shall be conducted in accordance with all applicable codes and requirements governing such work. Grantee agrees to construct the Water Line in accordance with Grantor's Public Works Design and Construction Standards, and as approved by Grantor.

7. Grantor reserves the right to operate, construct, protect, replace, and maintain future and existing improvements on the Grantor Property as needed and to enjoy said land, subject to this Agreement.

8. Grantee may, at any time, permanently abandon said easement and, at its discretion, may remove or abandon in place the Water Line. Upon such abandonment action, Grantee shall promptly execute and record a reconveyance and release of this Agreement, whereupon this Agreement with all rights and privileges mutually granted shall be fully canceled and terminated.

9. Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury which may result from the use, construction, installation, replacement and maintenance of the easement; provided, however, that said loss, damage, or injury does not arise out of or result from the negligent actions or omissions of Grantor, its agents or employees.

10. The rights, conditions, covenants, and provisions contained in this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns and shall run with the title to the Grantor Property and the Grantee Property.

11. In case suit or action is commenced by either party, or their successors and/or assigns, to enforce any rights under this Agreement, or regarding an encroachment on either of the Easements, in addition to costs provided by statute, the substantially prevailing party shall be entitled to an award of attorneys' fees in such sum as the court may adjudge just and reasonable.

12. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public uses whatsoever other than those specifically described herein, it being the intention of the parties that this easement shall be strictly limited to and for the purpose herein expressed.

13. Each of the undersigned hereby represents and warrants that it is authorized to execute this Agreement on behalf of the respective parties to this Agreement and that this Agreement, when executed by said parties, shall become valid and binding obligations enforceable in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this conveyance and agreement this  
\_\_\_\_ day of January, 2012.

**GRANTOR: CITY OF COVINGTON**

\_\_\_\_\_  
By: Derek M. Matheson  
Its: City Manager

**GRANTEE: COVINGTON INVESTMENTS II, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGMENT – CITY MANAGER

STATE OF WASHINGTON    )  
  )ss.  
COUNTY OF KING         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Derek M. Matheson to me known to be the City Manager of the City of Covington, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that Derek M. Matheson is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington.

Residing at: \_\_\_\_\_

My Comm. Exp.: \_\_\_\_\_



EXHIBIT "A"

Legal Description of Grantor Property

Tract A, Plat of June Estates, recorded in Volume 110 of Plats, Pages 3 and 4, records of King County, Washington.

EXHIBIT "B"

Legal Description of Grantee Property

LOT 2, KING COUNTY SHORT PLAT NUMBER L94S0002, RECORDED UNDER RECORDING NUMBER 9712119008 EXCEPTING THEREFROM THE SOUTHEASTERLY 3 FEET AS CONVEYED TO THE CITY OF COVINGTON BY DEED RECORDED JUNE 1, 2005 UNDER RECORDING NUMBER 20050601001255.

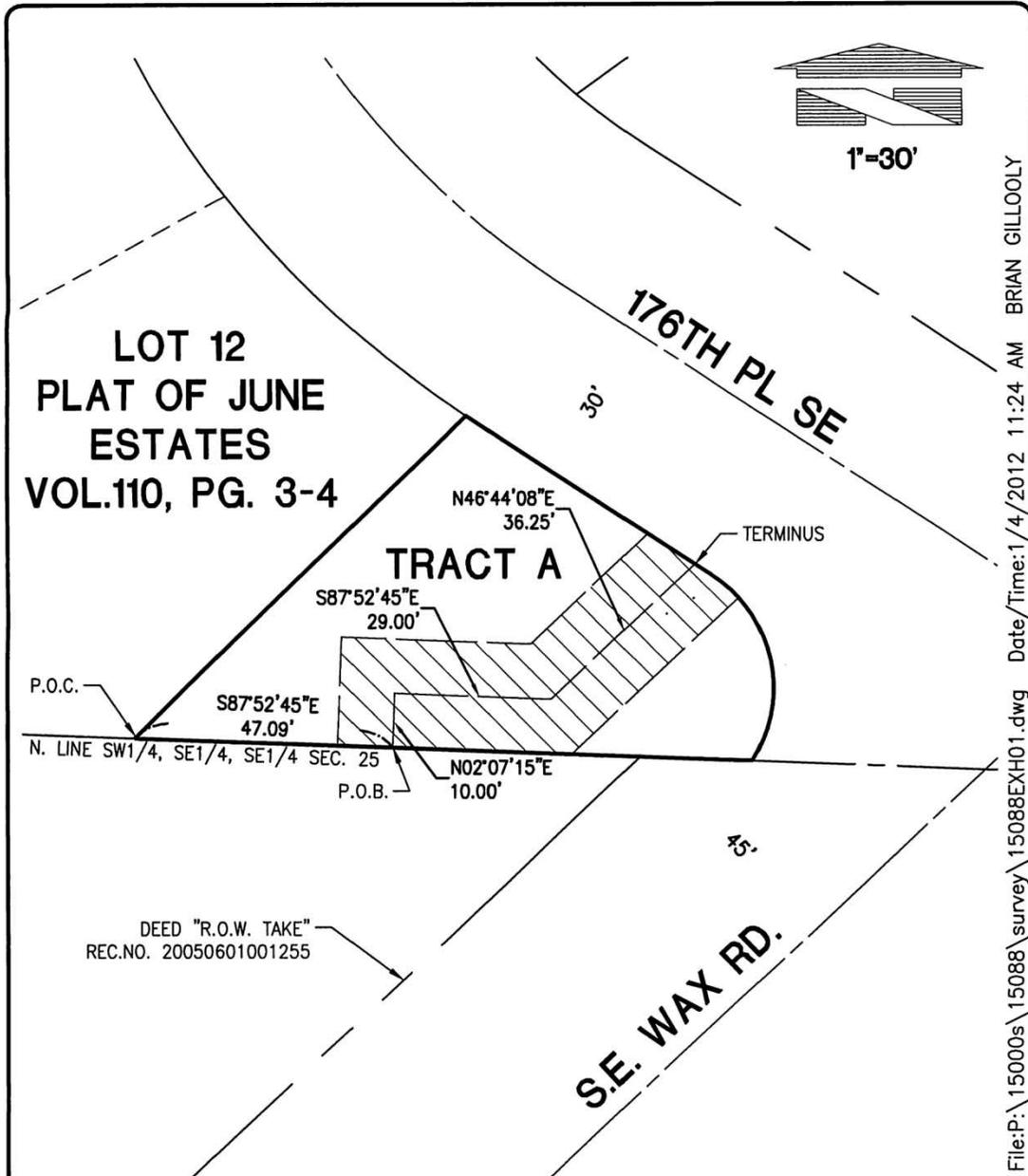
TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;  
THENCE SOUTH 87' 39' 27" EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 134.44 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 87' 39' 27" EAST, ALONG THE NORTH OF SAID LOT 1, A DISTANCE OF 115.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;  
THENCE SOUTH 02' 20' 33" EAST, A DISTANCE OF 56.10 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT 1;  
THENCE NORTH 87' 39' 27" WEST, ALONG A BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 115.04 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT 1;  
THENCE NORTH 02' 19' 47" EAST, A DISTANCE OF 56.10 FEET TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

SITUATE IN THE CITY OF COVINGTON, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "C"

Depiction of Easement Area



File:P:\15000s\15088\survey\15088EXH01.dwg Date/Time:1/4/2012 11:24 AM BRIAN GILLOOLY

SCALE: HORIZONTAL 1"=30' VERTICAL N/A	For: <b>FIRESTONE</b>	JOB NUMBER <b>15088</b>
	Title: <b>WATERLINE EASEMENT EXHIBIT</b>	SHEET <b>1 of 1</b>
DESIGNED <u>BDG</u> DRAWN <u>BDG</u> CHECKED <u>BDG</u> APPROVED <u>BDG</u> DATE <u>1/3/12</u>	18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	

**Agenda Item 1**  
Covington City Council Meeting  
Date: January 24, 2012

**SUBJECT:** APPOINTMENTS TO OPENINGS ON THE PARKS & RECREATION COMMISSION (DEFERRED FROM JANUARY 10, 2012 MEETING)

**RECOMMENDED BY:** Scott Thomas, Parks & Recreation Director

**ATTACHMENTS:** See Interview Schedule and Applications

**PREPARED BY:** Joan Michaud, Deputy City Clerk

**EXPLANATION:**

At the January 10, 2012 City Council meeting, Councilmembers voted to defer the appointments to the Parks & Recreation Commission to the January 24, 2012 Council meeting to allow the two councilmembers unable to attend the interview to listen to the interview recordings and to participate in the selection process. The interview recording was sent to all councilmembers for review.

The City received seven applications for consideration of three openings on the Parks & Recreation Commission. One of the three openings may be filled by an applicant living outside the city limits but within the three-mile radius. The Council is scheduled to interview six applicants on January 10, 2012. (The seventh applicant is out of town.)

**Name of Applicant**

**Resides**

Laura Morrissey	All Applicants Reside Inside City Limits
Lance Leonard	
Elizabeth (Liz) Fast (reapplying to Position No. 4)	
George Pearson	
William Pand (youth) (reapplying to Position No. 1)	
David Aldous (reapplying to Position No. 3)	
David Rudisill	

The Parks and Recreation Commission shall consist of seven members appointed by the City Council, two of which may be youth members who must be between the ages of 14 and 18 years at the start of their terms. Up to two of the members may reside outside the city, but those outside must reside within a three-mile radius of the city limits. The remaining five members must reside or work within the city limits.

Each position shall have a term of office for three years; provided, however, any member designated as a youth member shall serve only for one year. If a youth member is appointed, the Council shall fill the position for the remaining years, if any, at the end of the youth term. Terms shall commence on February 1st and expire on January 31st of the respective years. When a vacancy occurs, the replacement shall be for the remainder of the unexpired term.

ALTERNATIVES:

Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the open positions.

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution   X   Motions \_\_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill Position No. 1 on the Parks & Recreation Commission with a term expiring January 31, 2014 if an adult or a term expiring January 31, 2013 if a youth.**

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill Position No. 3 on the Parks & Recreation Commission with a term expiring January 31, 2015.**

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill Position No. 4 on the Parks & Recreation Commission with a term expiring January 31, 2015.**

REVIEWED BY: City Manager, Parks & Recreation Director, City Clerk

**SUBJECT:** ORDINANCE AMENDING THE IMPACT FEE EXEMPTION REQUIREMENTS AND PROCESS TO CMC CHAPTER 12.105 TRANSPORTATION IMPACT FEES AND CMC CHAPTER 18.120 SCHOOL IMPACT FEES.

**RECOMMENDED BY:** Richard Hart, Community Development Director  
Salina Lyons, Senior Planner

**ATTACHMENT(S):**

1. Proposed Ordinance Adopting amendments to CMC Chapter 12.105 and Chapter 18.120

**PREPARED BY:** Salina Lyons, Senior Planner

**EXPLANATION:**

**A. Transportation Impact Fee Exemption Overview (CMC 12.105)**

The city updated its transportation impact fee ordinance in 2010 and adopted the low and moderate housing exemption as outlined in the RCWs. Pursuant to the RCWs, cities have an option to exempt low and moderate income housing from paying impact fees; however, the jurisdiction is required to make up the fees from “public funds other than impact fee accounts.” This means a dollar-for-dollar replacement into the capital fund from the general fund.

For example, a 200 unit (100 1-2 bedroom units and 100 3+ bedroom units) development would be required to pay approximately \$615,500.00 dollars in transportation impact fees. If the city waives the transportation impact fees for that development, then those funds would be required to come from the general fund to pay back the capital fund. Given the current economy and local budgets, it is essentially cost prohibitive for cities to exempt any development from paying impact fees.

The Planning Commission recommends that low/moderate income housing development continue to be eligible for an exemption from paying transportation impact fees; however, qualifying for such an exemption would not be automatic. Rather, any requests for the exemptions or reductions to transportation impact fees would go before the Council for approval. The Council would then evaluate the exemption against the city’s budget and determine if funds are available and can be allocated to the particular project to cover the waived impact fees. This will allow the City Council to review the request and discuss the level of investment and economic impact of the particular exemption.

**B. School Impact Fee Exemption Overview (CMC 18.120)**

Under current legislation, school districts cannot collect impact fees; therefore they rely on cities to collect fees on their behalf. As currently adopted in the Covington Municipal Code, low or

moderate housing developments may be exempt from paying school impact fees. The Community Development Director is responsible for reviewing an exemption request and making a determination if it should be granted.

The city's responsibilities for the collection of school impact fees on the school district's behalf, and authority to make decisions on exceptions from the school impact fees, creates a unique inter-jurisdictional relationship that requires an open dialogue. Accordingly, the Planning Commission recommends amending the CMC school impact fees chapter to include language to require the Community Development Director to notify the school district when a school impact fee waiver or reduction is requested. This language is necessary to: 1) Inform the district of possible loss of revenue that may have been forecasted in their budgetary projections; 2) Inform the district that they may need to adjust their funding sources to cover the cost of the exemption; and 3) Continue an open relationship with the district.

There is currently legislation before the state house and the senate to modify the impact fee language that requires exempted impact fees to be paid from public funds other than impact fee accounts (HB 1398 and SB 5524). If this legislation passes, it will provide an additional tool for the city to encourage alternative housing choices.

**ALTERNATIVES:**

- 1) Recommend amendments to the proposed ordinance.
- 2) Return the issue to the Planning Commission and/or city staff for further study and analysis.

**FISCAL IMPACT:**

No direct fiscal impacts are anticipated from the adoption of the amendments to transportation and school impact fee regulations. Any future transportation impact fee requests will go before the City Council for their evaluation against current budgets at that time. Exempting development from school impact fees does not have a direct impact the city's capital or general fund budget.

**COUNCIL ACTION:**     Ordinance     Resolution     Motion     Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to pass an ordinance amending the impact fee exemption requirements and process to CMC Chapter 12.105 transportation impact fees and CMC Chapter 18.120 school impact fees.**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING THE IMPACT FEE EXEMPTION REQUIREMENTS AND PROCESS TO CMC CHAPTER 12.105 TRANSPORTATION IMPACT FEES AND CMC CHAPTER 18.120 SCHOOL IMPACT FEES.**

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, Chapter 36.70A RCW and Chapter 82.02 RCW which authorizes the collection of impact fees; and

WHEREAS, Section 12.105.050 of the Covington Municipal code (CMC) authorizes the City of Covington to adopt and collect transportation impact fees; and

WHEREAS, Section 18.120.020 of the CMC authorizes the city to collect school impact fees on behalf of the school district and to adopt the school impact fee schedule on an annual basis; and

WHEREAS, Section 12.105.140 and Section 18.120.080 of the CMC adopt impact fee exemptions for low and moderate income housing developments; and

WHEREAS, the City Council desires to adopt regulations modifying the impact fee exemption process for low or moderate incoming housing developments; and

WHEREAS, the requirements of the State Environmental Policy Act (SEPA), as adopted in CMC 16.10 have been met; and

WHEREAS, the Covington Planning Commission held a public hearing on the proposed impact fee exemption process within Covington zoning code regulations on November 17, 2011; and

WHEREAS, the Covington Planning Commission unanimously recommended approval of the proposed changes to the impact fee exemption process.

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

Section 1. Covington Municipal Code Chapters 12.105 transportation impact fees and 18.120 school impact fees are amended as provided in the attached Exhibit 1 and fully incorporated herein by this reference.

Section 2. This ordinance shall be in full force and effect five days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

Passed by the City Council in an open public meeting on the 24<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
Mayor Margaret Harto

PUBLISHED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Sharon Scott  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sara Springer  
City Attorney

**CHAPTER 12.105**  
**TRANSPORTATION IMPACT FEES**

**12.105.140 Exemptions from transportation impact fees.**

(1) The following development activities are exempt from paying transportation impact fees because they do not have a measurable impact on the City's transportation facilities, or because the City has chosen to exempt them pursuant to RCW 82.02.060(2):

(a) Public school districts shall be exempted from payment of transportation impact fees.

(b) Existing Dwelling Unit. Any alteration, expansion, reconstruction, remodeling or replacement of existing single-family or multifamily dwelling units that does not result in the creation of additional dwelling units.

(c) Existing Nonresidential Building. Any alteration, reconstruction, remodeling or replacement of an existing nonresidential building that does not result in the generation of any new daily vehicle trips.

(d) Any accessory dwelling unit (ADU) permitted in accordance with applicable zoning regulations.

(2) In addition to the exemptions in subsection (1) of this section, the following ~~may~~ shall be exempt from the requirement to pay transportation impact fees:

(a) Low- or moderate-income housing projects developed or owned by public housing agencies or private nonprofit housing developers.

(b) Residential housing units dedicated for occupancy by low- or moderate-income households and whose rents or purchase prices are affordable to low- or moderate-income persons under the regulations of the U.S. Department of Housing and Urban Development or its successor.

(c) Individual low- or moderate-income dwelling units (as defined by King County's housing programs) to be purchased by households with prices within their eligibility limits based on standard lending criteria.

(3) The developer shall be responsible for providing documentation to the City that their project qualifies for an exemption as outlined in subsection (2) of this section.

(4) Any claim or request for an exemption under this section shall be made no later than the time of issuance of a building permit. If a building permit is not required for the development activity, the claim shall be made when the fee is tendered. Any claim not made when required by this section shall be deemed waived.

(5) ~~The amount of the transportation impact fees not collected from low- or moderate-income household development shall be paid from public funds other than impact fee accounts.~~ The determination to grant or deny an exemption under subsection (2) of this section shall be in the sole discretion of the City Council after consideration in an open public meeting of the public benefit of the specific project, the hardship to the project of the impact fee, the impacts of the project, the availability of public funding to pay the transportation impact fees payable on the project, and any other factors deemed relevant by the City Council. The City Council may also vote to exempt specific projects, or components thereof, within proposed development activities with broad public purposes from all or part of the required transportation impact fees upon such conditions as the City Council deems appropriate. If an

exemption is granted, the exempted transportation impact fee attributable to the development shall be paid from public funds other than impact fees or interest on impact fees.

~~(5) The Department is hereby authorized to adopt administrative rules to implement this section. Such rules shall provide for the administration of this program and shall:~~

~~(a) Encourage the construction of housing for low- or moderate-income households by public housing agencies or private nonprofit housing developers participating in publicly sponsored or subsidized housing programs;~~

~~(b) Encourage the construction in private developments of housing units for low- or moderate-income households that are in addition to units required by another housing program or development condition;~~

~~(c) Ensure that housing that qualifies as low- or moderate-cost meets appropriate standards regarding household income, rent levels or sale prices, location, number of units, and development size; and~~

~~(d) Ensure that developers who obtain an exemption from or reduction of transportation impact fees pursuant to subsection (2) of this section will in fact build the proposed low- and moderate-cost housing and make it available to low-income households for a minimum of 15 years.~~

(6) As a condition of receiving an exemption under subsection (2) of this section, the owner shall execute and record in King County's real property title records a City-drafted lien, covenant, or other contractual provision against the property that provides that the proposed housing unit or development will continue to be used for low- or moderate-income housing and remain affordable to those households under the regulations of the U.S. Department of Housing and Urban Development. The term of this provision shall be ten (10) years for individual owners and fifteen (15) years for private and private nonprofit developers/builders. The lien, covenant, or other contractual provision shall run with the land and apply to subsequent owners and assigns. In the event that the housing unit(s) is no longer used for low- or moderate-income housing during the term of the provision the owner shall promptly pay to the City the transportation impact fee owed according to the current fee resolution.

## CHAPTER 18.120 SCHOOL IMPACT FEES

### **18.120.080 Exemption or reduction for low or moderate income housing.**

(1) Low- or moderate-income housing projects being developed by public housing agencies or private nonprofit housing developers ~~shall~~ may be exempt from the payment of school impact fees. The amount of the school impact fees not collected from low- or moderate-income household development shall be paid from the school district's public funds other than impact fee accounts. The impact fees for these units shall be considered paid for by the school district through its other funding sources, without the district actually transferring funds from its other funding sources into the impact fee account. The Department shall review all school impact fee exemption applications for low- or moderate-income housing developments pursuant to criteria and procedures adopted by administrative rule and shall advise the Community

~~Development Director as to whether the project qualifies for the exemption. The Community Development Director shall notify the school district of all applications for exemptions and reductions and whether the project qualifies for the exemption. The Community Development Department shall review proposed developments of low or moderate income housing by such public or nonprofit developers pursuant to criteria and procedures adopted by administrative rule, and shall determine whether the project qualifies for the exemption.~~

(2) Private developers who dedicate residential units for occupancy by low- or moderate-income households may apply to the Department for reductions in school impact fees pursuant to ~~the criteria established for public housing agencies and private nonprofit housing developers pursuant to~~ subsection (1) of this section, ~~and subject to the provisions of subsection (1) of this section. The Department shall review proposed developments of low or moderate income housing by such private developers pursuant to criteria and procedures adopted by administrative rule, and shall advise the Community Development Department as to whether the project qualifies for the exemption.~~ If the Department recommends the exemption to the school district, the calculated school impact fee for the development shall be reduced by an amount that is proportionate to the number of units in the development that satisfy the adopted criteria.

(3) Individual low- or moderate-income home purchasers (as defined pursuant to the City of Covington Comprehensive Housing Affordability Strategy (CHAS)) who are purchasing homes at prices within their eligibility limits based on standard lending criteria and meet other means tests established by rule by the Department are exempted from payment of the school impact fee; provided, that at such time as the property in question is transferred to another owner who does not qualify for the exemption, ~~at which time~~ the full school impact fee according to the current fee resolution shall be due and payable upon the property transfer.

(4) Any claim or request for an exemption under this section shall be made no later than the time of application for a building permit. If a building permit is not required for the development activity, the claim shall be made when the fee is tendered. Any claim not made when required by this section shall be deemed waived.

~~(5)~~ The Department is hereby instructed and authorized to adopt administrative rules to implement this section. Such rules shall provide for the administration of this program and shall:

- (a) Encourage the construction of housing for low- or moderate-income households by public housing agencies or private nonprofit housing developers participating in publicly sponsored or subsidized housing programs;
- (b) Encourage the construction in private developments of housing units for low- or moderate-income households that are in addition to units required by another housing program or development condition;
- (c) Ensure that housing that qualifies as low- or moderate-cost meets appropriate standards regarding household income, rent levels or sale prices, location, number of units and development size;
- (d) Ensure that developers who obtain an exemption from or reduction of school impact fees will in fact build the proposed low- or moderate-cost housing and make it

available to low- or moderate-income households for a minimum of fifteen (15) years;  
and

(e) Ensure that individual low- or moderate-income purchasers meet appropriate eligibility standards based on income and other financial means tests.

~~(65)~~ As a condition of receiving an exemption under ~~subsection (2) or (3) of~~ this section, the owner must execute and record a City-drafted lien, covenant, and/or other contractual provision against the property for a period of ten (10) years for individual owners, and fifteen (15) years for private developers, guaranteeing that the proposed development will continue to be used for low- or moderate-income housing. In the event that the housing unit(s) is no longer used for pattern of development or the use of the development is no longer for low- or moderate-income housing during the term of the provision herein, ~~then~~ the owner shall promptly pay to the school district the school impact fee owed according to the current fee resolution. pay the impact fee amount from which the owner or any prior owner was exempt. The lien, covenant, or other contractual provision shall run with the land and apply to subsequent owners and assigns.

## Agenda Item 3

Covington City Council Meeting

Date: January 24, 2012

**SUBJECT:** ORDINANCE AMENDING CHAPTERS 18.20 TECHNICAL TERMS AND LAND USE DEFINITIONS; 18.31 DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS; 18.40 DEVELOPMENT STANDARDS-LANDSCAPING AND 18.55 SIGNS OF THE COVINGTON MUNICIPAL CODE ASSOCIATED WITH MINOR CORRECTIONS TO THE DOWNTOWN ZONING PROVISIONS.

**RECOMMENDED BY:** Richard Hart, Community Development Director  
Salina Lyons, Senior Planner

**ATTACHMENT(S):**

1. Proposed Ordinance Adopting amendments associated with corrections to the downtown zoning code.

**PREPARED BY:** Salina Lyons, Senior Planner

**EXPLANATION:**

For the past year, staff has been tracking minor code amendments that have been inadvertently left out of the Covington Municipal Code (CMC) and/or require clarification. The following code amendments are related to the downtown zoning code and permitted land uses. The purpose for amending these code sections is to correct conflicts, provide clarity, and make the code easier to understand, particularly regarding process.

**A. Farmers' and Public Markets**

At the time of the adoption of the original farmers' and public markets ordinance, this land use was intended to be permitted within the downtown zones. However, upon adoption of the new downtown zoning, this land use was unintentionally limited to the GC zone (CMC 18.31.080). The Planning Commission recommends listing farmers' and public markets as a separate use in the land use table and permitting them outright in the General Commercial (GC), Mixed Commercial (MC), and Town Center (TC) zones and prohibiting the use in the Mixed Housing and Office (MHO) zone. The MHO zone tends to be more residential and contain smaller lots that would not accommodate a farmers' and public markets' need for space and parking.

**B. Landscaping**

Under the previous downtown design standards there was a requirement that parking islands be provided at intervals of ten (10) parking stalls. This design feature brakes up large parking lots and disperses landscaping throughout the project. However, this requirement was left out of the current downtown design guidelines and standards. The Planning Commission recommends amending the landscaping section CMC 18.40.080 to include this requirement and cross referencing it in CMC 18.31.130 – [Downtown] Landscaping Requirements.

**C. Signage**

The downtown zoning chapter has a section on signs, specifically signs located within the Town Center (TC) zone (CMC 18.31.140). The sign regulations in this downtown zoning section vary

substantially from the regulations in the stand alone chapter on signs, CMC 18.55-Signs. Most developers and sign manufacturers reference the stand alone sign chapter when putting plans together for their clients. To reduce confusion and direct the users of the code to the applicable sections, the Planning Commission recommends providing cross references from the freestanding and building mounted sign section in CMC 18.55.070 to the sign code section in CMC 18.31.

ALTERNATIVES:

- 1) Recommend amendments to the proposed ordinance.
- 2) Return the issue to the Planning Commission and/or city staff for further study and analysis.

FISCAL IMPACT:

No direct fiscal impacts are anticipated from the adoption of these downtown zoning amendments.

COUNCIL ACTION:      X   Ordinance           Resolution           Motion           Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to pass an ordinance amending CMC Sections 18.20 Technical Terms and Land Use Definitions; 18.31 Downtown Development and Design Standards; 18.40 Development Standards-Landscaping and 18.55 Signs of the Covington Municipal Code associated with minor corrections to the downtown zoning provisions.**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING CHAPTERS 18.20 TECHNICAL TERMS AND LAND USE DEFINITIONS; 18.31 DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS; 18.40 DEVELOPMENT STANDARDS-LANDSCAPING AND 18.55 SIGNS OF THE COVINGTON MUNICIPAL CODE ASSOCIATED WITH MINOR CORRECTIONS TO THE DOWNTOWN ZONING PROVISIONS.**

WHEREAS, the City Council adopted Covington Municipal Code (“CMC”) Chapter 18.31 on October 1, 2010 (Ordinance 10-10); and

WHEREAS, the City Council recognizes minor error and omissions associated with the adoption of Ordinance 10-10 and the desire to correct the downtown zoning provisions accordingly; and

WHEREAS, the requirements of the State Environmental Policy Act (SEPA), as adopted in CMC 16.10 have been met; and

WHEREAS, the Covington Planning Commission held a public hearing on the proposed minor corrections to the Covington zoning code regulations on November 17, 2011; and

WHEREAS, the Covington Planning Commission unanimously recommended approval of the proposed corrections to the downtown zoning provisions.

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

Section 1. Covington Municipal Code Chapters 18.20 Technical Terms and Land Use Definitions; 18.25 Permitted Uses; and 18.31 Downtown Development and Design Standards, are amended as provided in the attached Exhibit A and fully incorporated herein by this reference.

Section 2. This ordinance shall be in full force and effect five days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

Passed by the City Council in an open public meeting on the 24<sup>th</sup> day of January, 2011.

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Mayor Margaret Harto

PUBLISHED:

EFFECTIVE:

ATTESTED:

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Sharon Scott  
City Clerk

APPROVED AS TO FORM:

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Sara Springer  
City Attorney

CHAPTER 18.20

TECHNICAL TERMS AND LAND USE DEFINITIONS

18.20.827 Outdoor commercial.

“Outdoor commercial” means a commercial use where the majority of activity occurs outside a permanent structure. Outdoor commercial does not include “farmers’ markets” defined in CMC 18.20.451.5 or “public market” as defined in CMC 18.20.940.5. (Ord. 10-10 § 3 (Exh. C))

CHAPTER 18.31

DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS

18.31.080 Permitted Land Uses

(3) Permitted Use Table

	Town Center (TC)	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO) <sub>1</sub>
<b>Use Categories</b>				
Commercial				
Drive Through Use	NP	P	P	NP
<u>Farmers’ and Public Markets</u> <sub>6</sub>	<u>P</u>	<u>P</u>	<u>P</u>	<u>NP</u>
Gambling and Card Rooms	NP	NP	NP	NP

(4). Permitted Use Conditions.

6. ~~Farmers’ and public markets are permitted.~~ Temporary farmers’ and public markets shall be permitted in accordance with Chapter 18.85.125 CMC.

18.31.130 Landscaping Requirements

(4) Additional landscaping requirements referenced in this Title.

(a) Chapter 18.40.100, 18.40.110, 18.40.130, 18.40.140, and 18.40.150 CMC for additional applicable standards.

(b) Chapter 18.40.080, Subsections (3) (4) (5) and (6) CMC for parking area landscaping requirements.

## CHAPTER 18.40

### DEVELOPMENT STANDARDS- LANDSCAPING

#### 18.40.080 Landscaping – Surface parking areas.

(3) ~~Trees-Parking islands~~ shall be provided and distributed throughout the parking area ~~at a rate of as follows:~~

(a) ~~One tree every 10 parking stalls; and~~ Parking islands shall be provided at intervals not greater than ten (10) parking spaces;

(b) Parking islands shall be provided ~~Trees placed~~ at the end of every parking row;

## CHAPTER 18.55

### SIGNS

#### 18.55.070 Signs in nonresidential zoning districts.

(1) Freestanding Signs. All permit applications for freestanding signs will be designated as either a high profile, medium profile or low profile sign, based upon criteria regarding both the size and zoning designation of the development. The sign profile designation shall control the sign types, height, sign area and number of signs allowed, unless otherwise specified in CMC 18.31.140 for developments located within the Town Center zoning district.

(2) Building-Mounted Signs. All permit applications for building mounted signs within the Town Center zoning district shall comply with CMC 18.31.140 for sign height, sign area and number of signs.

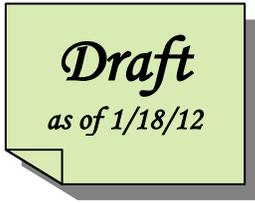
## **DISCUSSION OF FUTURE AGENDA TOPICS:**

**6:00 p.m., Tuesday, February 14, 2012 Study Session**

**7:00 p.m., Tuesday, February 14, 2012 Regular Meeting**

**(Draft Agendas Attached)**

Covington: Unmatched quality of life



**CITY OF COVINGTON  
SPECIAL MEETING AGENDA  
CITY COUNCIL STUDY SESSION**

Council Chambers – 16720 SE 271<sup>st</sup> Street, Suite 100, Covington

**Tuesday, February 14, 2012 - 6:00 p.m.**

**\*\*Please note meeting start time \*\***

**GENERAL INFORMATION:**

*The study session is an informal meeting involving discussion between and among the City Council, Commission (if applicable) 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 JOINT STUDY SESSION TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

**ITEM(S) FOR DISCUSSION**

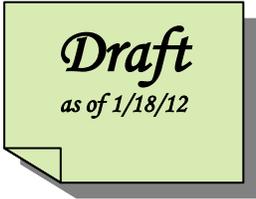
1. Solid Waste Franchise (Akramoff)

**PUBLIC COMMENT** *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.*

**ADJOURN**

*Any person requiring disability accommodation should contact the City of Covington at (253) 638-1110 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial (253) 638-1110.*

**\*Note\* A Regular Council meeting will immediately follow at approximately 7:00 pm**



Covington: Unmatched quality of life  
**AGENDA**  
**CITY OF COVINGTON**  
**CITY COUNCIL REGULAR MEETING**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)



**Tuesday, February 14, 2012**  
**7:00 p.m.**

**City Council Chambers**  
**16720 SE 271<sup>st</sup> Street, Suite 100, Covington**

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**CALL CITY COUNCIL MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION - NONE**

**PUBLIC COMMENT** *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.\**

**APPROVE CONSENT AGENDA**

- C-1. Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Surplus Vehicles (Junkin)
- C-4. Resolution Setting the Hearing Date for the 176<sup>th</sup> Place SE Right-of-Way Vacation (Lyons/Hart)
- C-5. Franchise Fee and Utility Tax Review (Hendrickson)

**NEW BUSINESS**

- 1. Consider Social Media Plan (Slate)
- 2. Award Design Contract for CIP 1127 (Vondran)
- 3. Multifamily Property Tax Exemption (Hart)
- 4. Appoint Budget Priorities Advisory Committee (BPAC) (Matheson)

**COUNCIL/STAFF COMMENTS**

- Future Agenda Topics

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

**EXECUTIVE SESSION – If Needed**

**ADJOURN**

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