



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

www.covingtonwa.gov

**Tuesday, January 27, 2015
7:00 p.m.**

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

Council will interview Arts, Parks & Recreation, and Planning Commission applicants beginning at 5:40 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- King Conservation District Update on KCD 2015 Program of Work
- Announcement of Volunteer of the Year and Commissioner of the Year (Council)

RECEPTION

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

APPROVE CONSENT AGENDA

- C-1. Minutes: December 9, 2014 Regular Meeting; January 6, 2015 Special Study Session; January 13, 2015 Joint Study Session with Planning Commission; and January 13, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Accept 156th Avenue SE Pavement Rehabilitation Project (Vondran)
- C-4. Approve First Amendment to Settlement Agreement with Yarrow Bay Regarding Transportation Capacity (Lyons)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: January 8 meeting (December canceled)
- Parks & Recreation Chair Steven Pand: November 19 and January 21 meetings (Dec. canceled)
- Arts Chair Lesli Cohan: December 11 and January 8 meetings and January 10 Retreat
- Planning Chair Bill Judd: December 18 and January 15 meetings (January 1 canceled)
- Economic Development Council Co-Chair Jeff Wagner: December 4 and January 22 meetings

NEW BUSINESS

1. Discuss Parks Impact Fees (Feser & Randy Young, Consultant – One Hour Presentation)
2. Approve Amendment to Human Services 2015/16 Funding (Throm)
3. Approve Amendment to Interlocal Agreement with Covington Transportation Benefit District (Hendrickson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

- To Discuss Potential Litigation Pursuant to (RCW 42.30.110(1)(i))

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: January 27, 2015

SUBJECT: APPROVAL OF MINUTES: DECEMBER 9, 2014 CITY COUNCIL REGULAR MEETING MINUTES; JANUARY 6, 2015 CITY COUNCIL SPECIAL STUDY SESSION MINUTES; JANUARY 13, 2015 CITY COUNCIL SPECIAL JOINT STUDY SESSION WITH PLANNING COMMISSION MINUTES; AND JANUARY 13, 2015 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the December 9, 2014 City Council Regular Meeting Minutes; January 6, 2015 City Council Special Study Session Minutes; January 13, 2015 City Council Special Joint Study Session with Planning Commission Minutes; and January 13, 2015 City Council Regular Meeting Minutes.

**City of Covington
Regular City Council Meeting Minutes
Tuesday, December 9, 2014**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, December 9, 2014, at 7:05 p.m., with Mayor Margaret Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Joe Cimaomo, Mark Lanza, Marlla Mhoon, Jim Scott, Wayne Snoey, and Jeff Wagner.

STAFF PRESENT:

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

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PUBLIC COMMENT:

Mayor Harto called for public comments.

Linda Johnson, Maple Valley City Councilmember, spoke in recognition of Councilmember Snoey and thanked him for serving.

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

The Council recessed at 7:25 p.m. for a short reception to honor outgoing Councilmember Wayne Snoey and reconvened at 7:55 p.m.

APPROVE CONSENT AGENDA:

C-1. Minutes: November 18, 2014, 11:15 a.m. City Council Special Meeting Minutes.

C-2. Vouchers: Vouchers #31801-31837, including ACH Payments and an Electronic Funds Transfer in the Amount of \$232,303.17, Dated November 24, 2014 and Paylocity Payroll Checks #1003127298-1003127313 and Paylocity Payroll Check #1003127427-

1003127427 inclusive, Plus Employee Direct Deposits in the Amount of \$152,557.51,
Dated December 5, 2014.

- C-3. Approve Mountain Meadows Final Plat Resolution.
- C-4. Approve Abaco Pacific Agreement for Real Estate Services Amendment.
- C-5. Approve Wilson Fleet Services Agreement.
- C-6. Approve Recycling Events for 2015 Agreement.
- C-7. Pass Ordinance Adopting a 2014 Budget Amendment.

ORDINANCE NO. 15-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, WASHINGTON, AMENDING THE 2014
BUDGET BY AMENDING SECTION 2 AND 5 OF
ORDINANCE NO. 15-13

- C-8. Approve Comprehensive Emergency Management Plan Update Consultant Agreement.

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

PUBLIC HEARING:

1. Receive Testimony from the Public and Adopt an Ordinance Regarding Kent School District's Six Year Capital Facilities Plan and School Impact Fees.

Community Development Director Richard Hart gave the staff report on this item.

Mayor Harto called for public hearing comments.

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

ORDINANCE NO. 16-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, KING COUNTY, WASHINGTON, ADOPTING
THE KENT SCHOOL DISTRICT SIX-YEAR CAPITAL
FACILITIES PLAN FOR 2014-2020 AND THE 2015 KENT
SCHOOL DISTRICT IMPACT FEE SCHEDULE; AMENDING
THE CAPITAL FACILITIES ELEMENT OF THE COVINGTON
COMPREHENSIVE PLAN TO INCLUDE THE SAME;

PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.

Council Action: Councilmember Scott moved and Mayor Pro Tem Wagner seconded to pass Ordinance No. 16-14 adopting the updated Kent School District Six-Year Capital Facilities Plan for 2014-2020 and the 2015 Kent School District Impact Fee Schedule and amending the Capital Facilities Element of the City’s Comprehensive Plan to include the same. **Vote: 7-0. Motion carried.**

NEW BUSINESS:

2. Consider Interlocal Agreement with the Cities of Black Diamond and Maple Valley.

Community Development Director Richard Hart gave the staff report on this item.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to authorize the City Manager to enter into an Interlocal Agreement (ILA) between the Cities of Covington, Maple Valley and Black Diamond relating to building safety services and sign such ILA in a form substantially similar to that provided in the agenda packet. **Vote: 7-0. Motion carried.**

3. Consider Process to Appoint New Councilmember.

City Attorney Sara Springer gave the staff report on this item.

Council Action: There was Council consensus to hold a special meeting on Tuesday, January 6, at 6 p.m. to decide which applicants Council would interview and to finalize the questions. Council also concurred that resumes should accompany the applicants’ cover letter.

4. Consider Ordinance Adopting the CY2015 Operating and Capital Budget.

ORDINANCE NO. 17-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, WASHINGTON, ADOPTING THE CY2015
OPERATING AND CAPITAL BUDGET AND
IMPLEMENTING THE CY2015 COST OF LIVING
ADJUSTMENT FOR CITY EMPLOYEES.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Snoey seconded to pass Ordinance No. 17-14 adopting the CY2015 Operating and Capital Budget.

Council Action: Councilmember Lanza moved and Councilmember Snoey seconded to amend the motion to add \$10,000 for community events and \$5,000 for human services funding for 2015-2017. **Vote: 7-0. Motion carried.**

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Council Action: There was Council consensus to cancel the December 23, 2014 regular meeting and to add a special meeting for a study session on Tuesday, January 6, 2015.

Mayor Pro Tem Wagner indicated he would like to continue all his current appointments to committees in 2015 and to also be appointed to the Audit Committee.

Council Action: There was Council consensus for Mayor Harto to sign the Tree City USA application on behalf of the city.

Council Action: There was Council consensus to hold a reception for new City Manager Regan Bolli and direct staff to coordinate with Mr. Bolli to see if he and his family would be available on Tuesday, February 3, 2015.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:07 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
City Council Special Study Session Minutes
Tuesday, January 6, 2015**

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

The Special Meeting was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, January 6, 2015, at 6:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Joe Cimaomo, Mark Lanza, Marlla Mhoon, Jim Scott, and Jeff Wagner.

STAFF PRESENT:

Rob Hendrickson, Interim City Manager; Richard Hart, Community Development Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the special study session meeting to order.

APPROVAL OF AGENDA:

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

ITEMS FOR DISCUSSION:

1. Review Candidates and Consider Selection of Final Candidates to Interview for Appointment to City Council Position No. 5.

Mayor Harto announced this item and announced that City Council would immediately move into Executive Session for 30 minutes.

EXECUTIVE SESSION:

To Evaluate the Qualifications of Candidates for Appointment to Elective Office Pursuant to (RCW 42.30.110(1)(h)) from 6:05 p.m. to 6:50 p.m.

At 6:35 p.m. the Executive Session was extended an additional ten minutes to until 6:45 p.m.

NEW BUSINESS:

2. Discuss and Approve Interview Process and Questions for Finalist Candidate(s) for Appointment to City Council Position No. 5 or Possibly Select and Make the Appointment to City Council Position No. 5.

Council Action: Councilmember Scott moved and Mayor Pro Tem Wagner seconded to complete the process and make an appointment to City Council Position No. 5 that night.

Vote: 4-2 (Voting yes: Harto, Mhoon, Scott and Wagner; voting no: Cimaomo and Lanza). Motion carried.

Council Action: Councilmember Mhoon moved and Councilmember Lanza seconded to appoint Sean Smith to City Council Position No. 5. Vote: 6-0. Motion carried.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Sean Smith, thanked the Council for the appointment to City Council Position No. 5.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:05 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

City of Covington
City Council Special Joint Study Session with Planning Commission Minutes
Tuesday, January 13, 2015

The Special Joint Study Session with the Planning Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, January 13, 2015, at 6:05 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

PLANNING COMMISSIONERS PRESENT:

Jennifer Gilbert-Smith, Ed Holmes, and Alex White.

PLANNING COMMISSIONERS ABSENT:

Bill Judd, Jim Langehough, and Paul Max.

STAFF PRESENT:

Regan Bolli, City Manager; Richard Hart, Community Development Director; Salina Lyons, Principal Planner; Ann Mueller, Senior Planner; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the special joint study session to order.

APPROVAL OF AGENDA:

Council Action: Mayor Pro Tem Wagner moved and Councilmember Mhoon seconded to approve the agenda. Vote: 7-0. Motion carried.

ITEMS FOR DISCUSSION:

1. Planning Commission 2015 Work Plan.

Community Development Director Richard Hart gave the staff report on this item.

Planning Commissioners provided comments and feedback.

Councilmembers provided comments and asked questions regarding the 2015 Work Program list, and Mr. Hart and Principal Planner Salina Lyons provided responses.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Colin Lund, Yarrow Bay, expressed his contentment with the Hawk Property being No. 2 on the Planning Commission Work Priority list for 2015. Mr. Lund then briefed the Council on Yarrow Bay and Oakpointe's views regarding their willingness to pay for consultants if needed to supplement the city attorney's time on the Hawk Property project.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:35 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, January 13, 2015**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, January 13, 2015, at 7:05 p.m., with Mayor Margaret Harto presiding.

OATH OF OFFICE TO NEWLY APPOINTED COUNCILMEMBER:

City Clerk/Executive Assistant Sharon Scott performed the Oath of Office to Sean Smith (Position No. 5).

COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufriere, Personnel Manager; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Richard Hart, Community Development Director; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Casey Parker, Senior Accountant; Salina Lyons, Principal Planner; Ann Mueller, Senior Planner; Bill Fealy, Maintenance Worker – Arborist; Dan Wesley, Construction Inspector; Bob Lindskov, City Engineer; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance with the assistance of a Boy Scout Troop 747 from the Latter Day Saints Church in Maple Valley, led by Assistant Senior Patrol Leader Isaac Wilbourne.

APPROVAL OF AGENDA:

Council Action: Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to approve the Agenda. Vote: 7-0. Motion carried.

PUBLIC COMMUNICATION:

- Mayor Harto presented to Finance Director Rob Hendrickson the Certificate of Achievement for Excellence in Financial Reporting for Covington’s Comprehensive Annual Financial Report for the fiscal year ending December 31, 2013 by the Government Finance Officers Association. Mayor Harto also acknowledged Mr. Hendrickson for his performance as Interim City Manager.
- Mayor Harto also acknowledged and thanked Senior Accountant Casey Parker for her recent performance stepping into the Deputy Finance Director position during budget season.

- Mayor Harto acknowledged the 2014 Employee Pride Award recipients:
 - Consistently High Performer: Shellie Bates;
 - Best Role Model: Bill Fealy;
 - Best Teamwork: Brian Bykonen;
 - Most Notable Innovator: Pat Patterson;
 - Biggest Savings to City Resources: Angie Feser;
 - Outstanding Performance on a Project: Lindsay Hagen.

The Council recessed at 7:20 p.m. for a short reception to welcome Councilmember Smith and reconvened at 7:30 p.m.

PUBLIC COMMENT:

Mayor Harto called for public comments.

KyeAnne Wilde, 17605 SE 266th Place, Covington, requested that Council consider adding chickens and ducks to the Covington Municipal Code section addressing birds.

Dustine Wilde, 17605 SE 266th Place, Covington, also requested that Council consider adding chickens and ducks to the Covington Municipal Code section addressing birds.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: November 18, 2014, 7:00 p.m. City Council Special Meeting Minutes and November 25, 2014 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #31838-31901, including ACH Payments and Electronic Funds Transfers in the Amount of \$745,668.51, Dated December 8, 2014; Vouchers #31902-31957, including ACH Payments and Electronic Funds Transfers in the Amount of \$668,102.41, Dated December 22, 2014; Paylocity Payroll Checks #1003188095-1003188107 and Paylocity Payroll Check #1003188110-1003188110 inclusive, Plus Employee Direct Deposits in the Amount of \$160,904.49, Dated December 19, 2014; and Paylocity Payroll Checks #1003247936-1003247943 and Paylocity Payroll Check #1003247949-1003247949 inclusive, Plus Employee Direct Deposits in the Amount of \$151,135.93, Dated January 2, 2015.

C-3. Execute Grant Agreement with King County for Recycling Program.

C-4. Appointments to Council's Commission Interview Sub Committees.

C-5. Appointments to Council's Commission Exit Interview Sub Committee.

C-6. Appointments to Council's Audit Committee.

C-7. Covington Water District Right-of-Way Deed.

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

NEW BUSINESS:

1. Set Date to Consider Initiation of an Annexation for Hawk Property.

Community Development Director Richard Hart gave the staff report on this item.

Councilmembers asked questions, and Mr. Hart provided responses.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to accept the Notice of Intention (Attachment 1 to Agenda Packet Staff Report) to commence the annexation proceedings for parcels 2022069152 & 2022069012 located within the city's UGA; conditioned, that at the time of, or prior to, submitting of a direct petition for annexation to the city the following shall occur:

- 1) **Zoning.** A survey prepared by a Washington State licensed professional land surveyor or a boundary line adjustment application will be provided showing the proposed location of the zoning districts consistent with the Hawk Property Subarea Plan;
- 2) **Supporting information and studies.** All supporting information and studies as outlined in the Land Use Element and Appendix T-3 of the Covington Comprehensive Plan will be provided to allow staff and council to fully evaluate the proposal's impacts and consistency with the city's codes, plans and policies; and
- 3) **Debt.** Acknowledgement that all property within the annexation area will be assessed and taxed at the same rate and on the same basis as other property in the city limits, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

Vote: 7-0. Motion carried.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to direct staff to send the King County Boundary Review Board an advance courtesy notice of this annexation proposal, and the proponent will be responsible for any associated fee to submit this notice. Vote: 7-0. Motion carried.

2. Appointments to 2015 Representatives to Regional Boards and Committees.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to approve the appointments as proposed in Attachment 1 of the Agenda Packet Staff Report. Vote: 7-0. Motion carried.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to appoint Councilmember Cimaomo to the South County Area Transportation Board (SCATBd). Vote: 7-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Council Action: There was Council consensus to combine the Arts Commission and Parks & Recreation Commission interview sub committees to interview an applicant who had applied for both commissions.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:28 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: January 27, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #31958-32013, including ACH Payments and Electronic Funds Transfers in the Amount of \$284,708.75, Dated January 6, 2015; and Paylocity Payroll Checks #1003292173-1003292193 inclusive, Plus Employee Direct Deposits in the Amount of \$153,143.83, Dated January 16, 2015.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers #31958-32013, including ACH Payments and Electronic Funds Transfers in the Amount of \$284,708.75, Dated January 6, 2015; and Paylocity Payroll Checks #1003292173-1003292193 inclusive, Plus Employee Direct Deposits in the Amount of \$153,143.83, Dated January 16, 2015.

January 6, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #31958 through Check #32013, including ACH payments and electronic funds transfers

In the Amount of \$284,708.75

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
Interim Deputy Finance Director

Mark Lanza
City Councilmember

Vacant
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 1/8/2015 2:05 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
13	1917	US Bank National Association	01/05/2015	
	12-2014	Credit card fees for December transactions.		3.36
	12-2014	Credit card fees for December transactions.		25.84
	12-2014	Credit card fees for December transactions.		100.05
Total for Check Number 13:				129.25
14	0130	Department of Revenue	01/05/2015	
	002	Sales tax assessment for Goodfellows bills - CCI		101,419.00
Total for Check Number 14:				101,419.00
Total for 1/5/2015:				101,548.25
ACH	0771	David Evans & Associates, Inc.	01/06/2015	
	351903	Traffic concurrency; Covington Commercial III		11,000.00
Total for this ACH Check for Vendor 0771:				11,000.00
ACH	0973	Public Finance Inc.	01/06/2015	
	0001795	LID administration; 1st Quarter 2015		125.35
Total for this ACH Check for Vendor 0973:				125.35
ACH	1408	Washington Workwear Stores Inc.	01/06/2015	
	11284	Martinsons; work shirts		85.79
	11284	Patterson; work shirts/hat		81.45
	11285	Vondran; work shirts		55.66
	11285	Vondran; work shirts		55.66
	11286	Thomas; work shirts		134.06
	1763	Wesley; work pants		97.72
	1764	Buck; work pants		336.58
	1772	Lindskov; work shirts		37.20
	1772	Lindskov; work shirts		55.80
Total for this ACH Check for Vendor 1408:				939.92
ACH	1622	Law Offices of Thomas R Hargan, PLLC	01/06/2015	
	14-CV12	Prosecution services through 12/31/14		4,539.01
Total for this ACH Check for Vendor 1622:				4,539.01
ACH	2250	SBS Legal Services	01/06/2015	
	C050	Legal services; 12/22-12/31/14		6,017.50
Total for this ACH Check for Vendor 2250:				6,017.50
ACH	2262	Voyager Fleet Systems Inc.	01/06/2015	
	869285460452	Vehicle fuel		992.26

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 2262:				992.26
ACH	2555 43879281	NuCO2 LLC Aquatics; CO2 lease	01/06/2015	74.92
Total for this ACH Check for Vendor 2555:				74.92
ACH	2621 2621-1 2621-1	Jaquelyn Martinsons Instructor payment; Super sitters Instructor payment; Safe at home	01/06/2015	273.00 210.00
Total for this ACH Check for Vendor 2621:				483.00
ACH	2633 0394936-IN 0394936-IN 0394936-IN 0394936-IN 0394936-IN 0394936-IN	National Safety, Inc. Dalton; safety shirt Dalton; safety shirt Dalton; sweatshirt, raingear, jacket Dalton; sweatshirt, raingear, jacket Dalton; sweatshirt, raingear, jacket Dalton; safety shirt	01/06/2015	8.41 8.41 42.71 85.41 85.41 4.20
Total for this ACH Check for Vendor 2633:				234.55
31958	2033 7821	Aquatic Specialty Services Finazzo; AFO training, registration	01/06/2015	400.00
Total for Check Number 31958:				400.00
31959	2223 995298	ARC Imaging Resources Plotter/scanner; usage, 11/9-12/9/14	01/06/2015	40.92
Total for Check Number 31959:				40.92
31960	1278 500639313	ASCAP ASCAP; license fee, 1/1-12/31/15	01/06/2015	335.00
Total for Check Number 31960:				335.00
31961	2631 2631-2014	Auburn Youth Research - Outreach Human services; re-allocated funds	01/06/2015	1,000.00
Total for Check Number 31961:				1,000.00
31962	0019 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150 100315L0120150	AWC Employee Benefits Trust Medical Insurance Premiums, January Medical Insurance Premiums, January	01/06/2015	5,982.83 1,899.25 7,605.50 2,479.93 1,646.07 1,774.21 2,268.34 6,941.83 2,196.79 10,749.79 442.89 809.72 5,903.69 1,125.00
Total for Check Number 31962:				51,825.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
31963	2856 PSI413490	Baden Sports Inc. Basketballs	01/06/2015	258.47
Total for Check Number 31963:				258.47
31964	1741 111-1635329 111-1635329 111-1635330 111-1635330	The Bank of New York Bond 2007A; administrative fee, 1/1-1/31/15 Bond; Series 2007A; administrative fee, 11/2/14- Bond 2007T; administrative fee, 1/1-1/31/15 Bond; Series 2007T; administrative fee, 11/2/14-	01/06/2015	26.67 51.62 26.67 51.62
Total for Check Number 31964:				156.58
31965	1871 2014-COV-12	Beck & Associates, PLLC Plan review, Polaris project; December 2014	01/06/2015	275.00
Total for Check Number 31965:				275.00
31966	2368 135589 135884	Best Parking Lot Cleaning Inc. MV, street cleaning; December Street cleaning; December	01/06/2015	7,384.80 6,342.24
Total for Check Number 31966:				13,727.04
31967	2471 604	Bitco Software, LLC PermitTrax; annual maintenance	01/06/2015	7,927.80
Total for Check Number 31967:				7,927.80
31968	2849 1032	Bricks 4 Kidz Instructor payment; After school program 11/6-1	01/06/2015	556.50
Total for Check Number 31968:				556.50
31969	1997 016047 016047 016047 037042 037042 037042 037042 037042 037042 037042	Capital One Commercial Maint shop; security light Maint shop; security light Maint shop; security light Maint shop; security lights, tie downs Maint shop; security lights, tie downs Maint shop; shop towels Maint shop; security lights, tie downs Maint shop; shop towels Maint shop; shop towels	01/06/2015	9.99 19.98 19.98 24.32 48.64 13.02 48.64 6.52 13.02
Total for Check Number 31969:				204.11
31970	2819 2819-1 2819-1	Caron Fitness Instructor payment; Zumba, November Instructor payment; Zumba, December	01/06/2015	153.00 96.60
Total for Check Number 31970:				249.60
31971	2270 6317966698B-1 6317966698B-1	CenturyLink City hall; telephone, 1/1-1/13/15 City hall; telephone, 12/13-12/31/14	01/06/2015	39.35 57.49
Total for Check Number 31971:				96.84
31972	2715 2715-1	Joseph Cimaomo, Jr. Cimaoma; MSWAC meeting, mileage	01/06/2015	30.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31972:	30.09
31973	0219 0219-1	City of Maple Valley Rolling mirrors	01/06/2015	200.00
			Total for Check Number 31973:	200.00
31974	0364 48459	Code Publishing Company Municipal code update; December	01/06/2015	843.82
			Total for Check Number 31974:	843.82
31975	2785 62585757 62585757 62585757 62585757	CompuCom 2x Win Usr CAL; Maple Valley inspectors Aquatics; Win8.1 Pro Windows server 2012r2 Std; license Win8.1 Pro; network security monitoring	01/06/2015	48.22 151.83 618.94 151.83
			Total for Check Number 31975:	970.82
31976	0108 174715	Covington Chamber of Commerce 2015 Business membership dues	01/06/2015	490.00
			Total for Check Number 31976:	490.00
31977	1952 4863 4927	Covington Copy It...Mail It Employment contract, overnight delivery Gaudette; PNW Resource school project mailing	01/06/2015	46.69 13.69
			Total for Check Number 31977:	60.38
31978	2467 73127335	Department of Enterprise Services Branding; logo graphic redesign	01/06/2015	240.54
			Total for Check Number 31978:	240.54
31979	0699 0699-1	Department of Licensing Drivers abstract	01/06/2015	13.00
			Total for Check Number 31979:	13.00
31980	1996 IVC12989 IVC12989 IVC12989 IVC12989	Facility Maintenance Contractors City hall kitchen and copy room floor refinishing Maint shop; floor refinishing Maint shop; floor refinishing Maint shop; floor refinishing	01/06/2015	195.48 234.58 234.58 117.28
			Total for Check Number 31980:	781.92
31981	1875 104869	FirstChoice Coffee service	01/06/2015	48.63
			Total for Check Number 31981:	48.63
31982	0127 0102172	GFOA GFOA; membership renewal, 2/1/15-1/31/16	01/06/2015	150.00
			Total for Check Number 31982:	150.00
31983	2553 Dec 14 1123	Gordon Thomas Honeywell Governmental Governmental Affairs services; December	01/06/2015	1,705.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31983:	1,705.00
31984	1658 27787934-001	Hertz Equipment Rental Corp. Branding; Aquatic Center sign, boom truck renta	01/06/2015	566.22
			Total for Check Number 31984:	566.22
31985	2869 08018498	Sheila Hoffman Refund; community room damage deposit, 12/25	01/06/2015	250.00
			Total for Check Number 31985:	250.00
31986	0867	Home Depot Credit Services	01/06/2015	
	0010661	Maint shop; bolt		0.19
	0010661	Maint shop; bolt		0.10
	0010661	Maint shop; bolt		0.19
	1022608	Maint shop; plumbing supplies		10.54
	1022608	Maint shop; plumbing supplies		10.54
	1022608	Maint shop; plumbing supplies		5.28
	1041420	Maint shop; extension cord, power cord		7.15
	1041420	Maint shop; extension cord, power cord		14.31
	1041420	Maint shop; extension cord, power cord		14.31
	1595346	City hall; epoxy		5.22
	2016381	Maint shop; washers, nuts		2.28
	2016381	Maint shop; washers, nuts		2.28
	2016381	Maint shop; washers, nuts		1.15
	2561013	Tree lighting supplies		19.46
	3041113	Maint shop; sealant		5.20
	3041113	Maint shop; sealant		2.60
	3041113	Maint shop; sealant		5.20
	3971227	Maint shop; propane torch		10.85
	3971227	Maint shop; propane torch		21.71
	3971227	Maint shop; propane torch		21.71
	4010248	Maint shop; bungee cords, bolts		10.77
	4010248	Maint shop; bungee cords, bolts		10.77
	4010248	Maint shop; bungee cords, bolts		5.39
	4010276	Maint shop; epoxy tie cartridge, screws		6.22
	4010276	Maint shop; epoxy tie cartridge, screws		12.45
	4010276	Maint shop; epoxy tie cartridge, screws		12.45
	4595192	Tree lighting supplies		5.95
	5010176	Maint shop; ladder hook		3.46
	5010176	Maint shop; ladder hook		3.46
	5010176	Maint shop; ladder hook		1.74
	5570021	Public Art; unveiling supplies		70.57
	6092236	Return; oil		-9.75
	9010773	Maint shop; pipe		0.86
	9010773	Maint shop; pipe		0.43
	9010773	Maint shop; pipe		0.86
	9022653	Events; sheathing		29.30
	9560726	Tree lighting; booth supplies		152.39
			Total for Check Number 31986:	477.59
31987	1722 2-1094207 2-1094207	Honey Bucket CCP; portable toilet services, 12/13-12/31/14 CCP; portable toilet service, 1/1-1/12/15	01/06/2015	311.35 196.65
			Total for Check Number 31987:	508.00
31988	1803	Iron Mountain	01/06/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	LAH0222	Document storage; 1/1-1/31/15		206.99
			Total for Check Number 31988:	206.99
31989	1701	Johnsons Home & Garden	01/06/2015	
	390788	Maint shop; nuts, bolts		10.08
	390788	Coupling key		32.57
	390788	Maint shop; nuts, bolts		5.03
	390788	Maint shop; nuts, bolts		10.08
	391057	Branding; Aquatic Center sign parts		12.87
			Total for Check Number 31989:	70.63
31990	0143	King County Finance	01/06/2015	
	2046326	2014 Voter registration costs		28,098.20
	53841	2014; Lake monitoring services		3,858.00
			Total for Check Number 31990:	31,956.20
31991	0204	King County Pet Licensing	01/06/2015	
	0204-1	Pet license remittance; December 2014		290.00
			Total for Check Number 31991:	290.00
31992	0600	King County Recorder	01/06/2015	
	CV13-0009	Recording compliance letter for code violation; ε		40.00
			Total for Check Number 31992:	40.00
31993	2802	KPG	01/06/2015	
	124114	CCP Phase 1; services through 12/31/14		2,692.50
			Total for Check Number 31993:	2,692.50
31994	2486	McLendon Hardware, Inc.	01/06/2015	
	106826	Tree lighting; supplies		37.21
			Total for Check Number 31994:	37.21
31995	0252	Microflex	01/06/2015	
	00022206	Microflex annual online service fee; 1/1-12/31/1.		1,303.20
			Total for Check Number 31995:	1,303.20
31996	0004	Office Depot	01/06/2015	
	1741981146	Thermal paper		33.10
	1741981150	Document covers		8.76
	746383542001	Gaudette; planner		4.35
	746383542001	Gaudette; planner		8.68
	746383542001	PW; dividers		5.20
	746383542001	PW; dividers		10.41
	746383542001	PW; dividers		10.41
	746383542001	Office supplies		52.98
	746383542001	Gaudette; planner		8.68
	746384188001	Binders		15.18
	746384188001	Heavy duty scissors		35.18
			Total for Check Number 31996:	192.93
31997	0818	Pacific Office Automation	01/06/2015	
	43939014	Copier lease; 1/1-1/14/15		55.31
	43939014	Copier lease; 12/15-12/31/14		67.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31997:	122.47
31998	2860 335284	Protect Youth Sports Background checks	01/06/2015	476.00
			Total for Check Number 31998:	476.00
31999	0275 15-0325	Puget Sound Clean Air Agency 2015 Clean air assessment	01/06/2015	10,641.00
			Total for Check Number 31999:	10,641.00
32000	2571	Reserve Account	01/06/2015	
	2571-1	Postage		2.40
	2571-2014	Postage		16.90
	2571-2014	Postage		7.27
	2571-2014	Postage		3.43
	2571-2014	PW; Postage		42.51
	2571-2014	PW; Postage		42.51
	2571-2014	Postage		29.71
	2571-2014	Postage		17.81
	2571-2014	Postage		6.56
	2571-2014	Postage		159.16
	2571-2014	Postage		528.13
	2571-2014	Postage		122.50
	2571-2014	Postage		1.88
	2571-2014	Postage		636.64
	2571-2014	Postage		59.27
	2571-2014	Postage		17.76
	2571-2014	Postage		1.19
	2571-2014	Postage		112.61
	2571-2014	Postage		144.61
			Total for Check Number 32000:	1,952.85
32001	0736	Sound Security, Inc.	01/06/2015	
	749194	Security monitoring, January		1,003.00
	749194	Maint shop; secure monitoring, January		40.80
	749194	Maint shop; secure monitoring, January		20.40
	749194	Maint shop; secure monitoring, January		40.80
			Total for Check Number 32001:	1,105.00
32002	2130 2130-1	South KC Cultural Coalition 2015 SoCo membership dues	01/06/2015	30.00
			Total for Check Number 32002:	30.00
32003	2870 10021674 10021674	Spectrum Audio Council chamber microphones, use tax Council chamber microphones	01/06/2015	-335.07 4,231.26
			Total for Check Number 32003:	3,896.19
32004	0281 006355510001-1 006355510001-1 006355510001-1 006355510001-1 006355510001-1 006355510001-1	Standard Insurance Company Life Insurance Premiums, January Life Insurance Premiums, January	01/06/2015	576.67 43.27 7.91 260.86 592.42 307.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	006355510001-1	Life Insurance Premiums, January		498.17
	006355510001-1	Life Insurance Premiums, January		164.89
	006355510001-1	Life Insurance Premiums, January		86.63
	006355510001-1	Life Insurance Premiums, January		278.77
	006355510001-1	Life Insurance Premiums, January		191.39
	006355510001-1	Life Insurance Premiums, January		95.06
	006355510001-1	Life Insurance Premiums, January		95.02
	006355510001-1	Life Insurance Premiums, January		113.01
	006355510001-1	Life Insurance Premiums, January		179.88
			Total for Check Number 32004:	3,491.39
32005	0070 0070-1	State Treasurer State building permits payable; July-December 2	01/06/2015	306.00
			Total for Check Number 32005:	306.00
32006	2617 2478	Suburban Cities Association 2015 Dues assessment	01/06/2015	11,067.67
			Total for Check Number 32006:	11,067.67
32007	2862 December	The Trusted Coach, LLC Coaching services and seminar; December	01/06/2015	2,310.00
			Total for Check Number 32007:	2,310.00
32008	2103 268272200 268491081 268746021	US Bancorp Equip Finance Inc. Workroom copier lease; January Reception copier lease; ; January Copier lease; January	01/06/2015	639.10 93.40 93.40
			Total for Check Number 32008:	825.90
32009	0357 0015515	Valley Communications 800 MHz access fee; December	01/06/2015	75.00
			Total for Check Number 32009:	75.00
32010	0046 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638 9737533638	Verizon Wireless Cellular service/tablet data, 12/21-12/31/14 Cellular service/tablet data, 12/21-12/31/14 Cellular service, 12/21-12/31/14 Cellular service, 12/21-12/31/14 Cellular service, 12/21-12/31/14 Cellular service, 1/1-1/20/15 Cellular service, 1/1-1/20/15 Cellular service, 1/1-1/20/15 Cellular service, 1/1-1/20/15 Cellular service, 1/1-1/20/15 Cellular service, 1/1-1/20/15 Cellular service/tablet data, 1/1-1/20/15 Cellular service/tablet data, 1/1-1/20/15 Cellular service, 1/1-1/20/15 Cellular service/tablet data, 12/21-12/31/14 Cellular service, 12/21-12/31/14 Cellular service, 12/21-12/31/14 Cellular service/tablet data, 1/1-1/20/15	01/06/2015	79.26 49.30 10.24 17.27 20.47 114.92 18.61 31.40 19.32 144.12 89.63 37.23 21.10 63.20 10.63 38.36
			Total for Check Number 32010:	765.06
32011	1299 08018384	Wal-Mart Refund; community room damage deposit, 12/15	01/06/2015	250.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32011:	250.00
32012	2652 5001784173	Wells Fargo Financial Leasing Plotter/scanner; lease, 1/10-2/9/15	01/06/2015	227.09
			Total for Check Number 32012:	227.09
32013	2391 85423 85423 85423	WSDA Gaudette; 2015 WSDA pesticide license renewal Gaudette; 2015 WSDA pesticide license renewal Gaudette; 2015 WSDA pesticide license renewal	01/06/2015	6.60 13.20 13.20
			Total for Check Number 32013:	33.00
			Total for 1/6/2015:	183,160.50
			Report Total (67 checks):	284,708.75

January 16, 2015

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/16/15 consisting of:

PAYLOCITY CHECK # 1003292173 through PAYLOCITY CHECK # 1003292193 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$153,143.83

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

Cassandra Parker
Interim Deputy Finance Director

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

01/16/15 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
108889	Regular	1/16/2015	235	Hendrickson, Robert	4,024.23
108890	Regular	1/16/2015	246	Kirshenbaum, Kathleen	572.38
108891	Regular	1/16/2015	243	Lyon, Valerie	1,451.06
108892	Regular	1/16/2015	234	Mhoun, Darren S	1,438.46
108893	Regular	1/16/2015	162	Michaud, Joan M	2,141.44
108894	Regular	1/16/2015	123	Scott, Sharon G	2,488.73
108895	Regular	1/16/2015	313	Slate, Karla J	2,354.67
108896	Regular	1/16/2015	275	Hart, Richard	3,398.95
108897	Regular	1/16/2015	368	Mueller, Ann M	1,150.11
108898	Regular	1/16/2015	180	Cles, Staci M	1,829.93
108899	Regular	1/16/2015	146	Hagen, Lindsay K	1,582.00
108900	Regular	1/16/2015	105	Parker, Cassandra	2,780.55
108901	Regular	1/16/2015	454	Salazar-Delatorre, Viviana J	222.12
108902	Regular	1/16/2015	374	Allen, Joshua C	1,876.05
108903	Regular	1/16/2015	353	Dalton, Jesse J	1,771.58
108904	Regular	1/16/2015	373	Fealy, William J	1,814.53
108905	Regular	1/16/2015	301	Gaudette, John J	2,012.50
108906	Regular	1/16/2015	186	Junkin, Ross D	2,797.89
108907	Regular	1/16/2015	268	Bykonen, Brian D	2,138.64
108908	Regular	1/16/2015	279	Christenson, Gregg R	2,728.26
108909	Regular	1/16/2015	270	Lyons, Salina K	2,280.81
108910	Regular	1/16/2015	269	Meyers, Robert L	3,366.16
108911	Regular	1/16/2015	284	Ogren, Nelson W	2,755.50
108912	Regular	1/16/2015	266	Thompson, Kelly	2,189.64
108913	Regular	1/16/2015	307	Morrissey, Mayson	2,825.27
108914	Regular	1/16/2015	199	Bahl, Rachel A	2,067.74
108915	Regular	1/16/2015	451	Conway, Sean	1,527.22
108916	Regular	1/16/2015	428	Feser, Angela M	2,236.35
108917	Regular	1/16/2015	448	Finazzo, Dominic V	1,488.76
108918	Regular	1/16/2015	305	Kiselyov, Tatyana	1,527.22
108919	Regular	1/16/2015	453	Leung, Rachael M	1,235.07
108920	Regular	1/16/2015	397	Martinsons, Jaquelyn	345.91
108921	Regular	1/16/2015	195	Patterson, Clifford	2,434.10
108922	Regular	1/16/2015	306	Thomas, Scott R	3,616.55
108923	Regular	1/16/2015	106	Bates, Shellie L	2,066.08
108924	Regular	1/16/2015	349	Buck, Shawn M	1,683.64
108925	Regular	1/16/2015	436	Lindskov, Robert T	2,882.42
108926	Regular	1/16/2015	257	Parrish, Benjamin A	1,926.95
108927	Regular	1/16/2015	173	Vondran, Donald M	3,716.14
108928	Regular	1/16/2015	252	Wesley, Daniel A	2,174.16
108929	Regular	1/16/2015	388	Andrews, Kaitlyn E	290.52
108930	Regular	1/16/2015	434	Bailey, Brooke	168.06
108931	Regular	1/16/2015	393	Blakely, Coleman P.	36.02
108932	Regular	1/16/2015	379	Carrillo, Anthony G	299.02
108933	Regular	1/16/2015	258	Cox, Melissa	528.50
108934	Regular	1/16/2015	385	Cranstoun, Alexander M	57.66
108935	Regular	1/16/2015	409	Hanger, Austin R.	107.80
108936	Regular	1/16/2015	460	Hatch, Christopher	189.08
108937	Regular	1/16/2015	417	Hendricks, Cole M	108.77
108938	Regular	1/16/2015	425	Knox, John Q	343.21
108939	Regular	1/16/2015	426	Knox, Patrick L	378.52
108940	Regular	1/16/2015	410	Lanz, Avalon A.	681.34
108941	Regular	1/16/2015	479	Mazick, Hailie	11.13
108942	Regular	1/16/2015	483	Medel, Erick	102.72
108943	Regular	1/16/2015	340	Middleton, Jordan	126.24
108944	Regular	1/16/2015	439	Newman, Ashley M	422.94
108945	Regular	1/16/2015	413	Perko, Alyssa M.	119.24

108946 Regular	1/16/2015	312 Perko, Roxanne H	492.94
108947 Regular	1/16/2015	445 Portin, Andrew	83.42
108948 Regular	1/16/2015	319 Praggastis, Alexander	250.32
108949 Regular	1/16/2015	387 Praggastis, Elena C	118.76
108950 Regular	1/16/2015	484 Roth, Alexander E	338.62
108951 Regular	1/16/2015	429 Sizemore, Christine A	402.66
108952 Regular	1/16/2015	492 Spencer, Ethan R	105.66
108953 Regular	1/16/2015	392 Wardrip, Spencer A	384.64
108954 Regular	1/16/2015	432 Wilton, Sara J	228.87
108955 Regular	1/16/2015	487 Bykonen, Tyler B	53.43
108956 Regular	1/16/2015	486 Camp, Alicia M	74.80
108957 Regular	1/16/2015	494 Carlsen, Zachary D	60.33
108958 Regular	1/16/2015	488 Cles, Erin L	90.45
108959 Regular	1/16/2015	482 Cruz, Garrett M	69.46
108960 Regular	1/16/2015	464 Gill, Armann S	18.56
108961 Regular	1/16/2015	466 Morasch, David G	38.23
108962 Regular	1/16/2015	463 Quick, Joseph	55.41
108963 Regular	1/16/2015	495 Tashiro-Townley, Joshua C	32.49
108964 Regular	1/16/2015	116 Beaufrere, Noreen	2,783.33
108965 Regular	1/16/2015	137 Throm, Victoria J	1,904.75
1003292173 Regular	1/16/2015	364 Newell, Nancy J	36.01
1003292174 Regular	1/16/2015	378 Bell, Colin Q	209.85
1003292175 Regular	1/16/2015	481 Binder, Jordan M	22.25
1003292176 Regular	1/16/2015	399 Jensen, Emily A	297.21
1003292177 Regular	1/16/2015	316 Johansen, Andrea	101.52
1003292178 Regular	1/16/2015	400 Quintos, Edward Louie D	79.55
1003292179 Regular	1/16/2015	415 Rinck, Tyler P	107.95
1003292180 Regular	1/16/2015	493 Sears, Andrew J	36.14
1003292181 Regular	1/16/2015	497 Spencer, Ethan A.	339.24
1003292182 Regular	1/16/2015	489 Wold, Jared K	113.77
1003292183 Regular	1/16/2015	480 Woods, Dylan J	274.03
1003292184 Regular	1/16/2015	395 Wunschel, Ethan G.	229.06
1003292185 Regular	1/16/2015	496 Chick, Tanner C	52.57
1003292186 Regular	1/16/2015	465 Demecilio, Bryce D	97.29
1003292187 Regular	1/16/2015	499 Goodman, Ryan A	46.17
1003292188 Regular	1/16/2015	473 Hutsell, Tyler E	32.49
1003292189 Regular	1/16/2015	461 Miller, Austin	34.46
1003292190 Regular	1/16/2015	471 Shank, Maia M	70.98
1003292191 Regular	1/16/2015	501 Taylor, Austin G	41.77
1003292192 Regular	1/16/2015	500 White, Preston A	37.13

Totals for Payroll Checks 97 Items 98,737.11

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
108966	AGENCY	1/16/2015	401SS	ICMA Retirement Trust	15,687.80
108967	AGENCY	1/16/2015	CICOV	City of Covington	2,607.44
108968	AGENCY	1/16/2015		Emp City of Covington Employee Fund	78.00
108969	AGENCY	1/16/2015	IC401	ICMA Retirement Trust	14,059.84
108970	AGENCY	1/16/2015	IC457	ICMA Retirement Trust	1,902.34
108971	AGENCY	1/16/2015	ROTH	ICMA Retirement Trust	150.00
108972	AGENCY	1/16/2015	VEBA	HRA VEBA Trust Contributions	1,670.00
1003292193	AGENCY	1/16/2015	JG1	WASH CHILD SUPPORT	110.41

Totals for Third Party Checks 8 Items 36,265.83

Tax Liabilities 17,910.44

Paylocity Fees 230.45

Grand Total 153,143.83

Consent Agenda Item C-3
Covington City Council Meeting
Date: January 27, 2015

SUBJECT: ACCEPTANCE OF 156TH AVENUE SE PAVEMENT REHABILITATION PROJECT (CIP 1057).

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S):

1. Final Contract Voucher Certificate
2. Notice of Completion of Public Works Contract

PREPARED BY: Bob Lindskov, PE, City Engineer

EXPLANATION:

The Covington City Council awarded the 156th Avenue SE Pavement Rehabilitation Project to ICON Materials on September 9, 2014 in the amount of \$266,291.00. The paving rehabilitation efforts included the following:

- Coordination with the Soos Creek Water District Lift Station 46 project (saved resources)
- Pulverized the existing asphalt and subgrade
- New asphalt pavement and subgrade from SE 272nd to SE 261st Place
- Tested and certified materials, as well as certified the installation
- Repaired guardrail, added driveway aprons, and improved shoulders
- Added white lane edge lines

FISCAL IMPACT:

The project was completed within budget. The final construction contract amount was \$259,625.20 which was lower than the original bid. In addition, the council authorized the execution of a task order with Gray & Osborne for construction management support, not to exceed \$33,000. However, City staff was able to do more of the construction management and reduce the need for Gray & Osborne support. Their billing was only around \$18,000.

The project was fully funded through legislative appropriation in the Surface Transportation Program (STP) in the amount of \$340,000 (construction). Final expenditures were around \$300,000. Not only did our lowest most qualified bidder produce a terrific product, we were able to reallocate and re-appropriate federal funds from our consultant to reimburse city staff time in the amount of \$17,000 (approximate). This not only helped the city budget it also provided an incredible training opportunity for staff.

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

Council member _____ moves, Council member _____ seconds, to accept the 156th Avenue SE Rehabilitation Capital Project as completed and process final closeout paperwork.

REVIEWED BY: City Manager, City Attorney, Finance Director

Final Contract Voucher Certificate

Contractor ICON Materials			
Street Address 1508 Valentine Avenue SE			
City Pacific	State WA	Zip 98047	Date 12/9/2014
Project Number (Owner) 13577			
Job Description (Title) 156th Avenue Se Rehabilitation			
Date Work Physically Completed 11/14/2014		Final Amount \$259,625.20	

Contractor's Certification

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

 X
Contractor Authorized Signature Required

Type Signature Name

Subscribed and sworn to before me this _____ day of _____ 20 _____

 X _____ Notary Public in and for the State of _____

Residing at _____

City of Covington (Owner) Certification

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

 X _____ X _____
Project Engineer City of Covington (Owner)

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

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



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 1/28/2015 Contractor's UBI Number: 601-006-854

Name & Mailing Address of Public Agency
Robert Lindskov 16720 SE 271st St. #100 Covington, WA 98042 UBI Number: 601-802-997

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name 156th Avenue SE Pavement Rehabilitation Project	Contract Number STP-1195(001) - LA 8237	Job Order Contracting <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) The project will pulverize the existing roadway, prep, and grade the pulverized roadway and finish with a new asphalt pavement layer		
Federally funded transportation project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name ICON Materials	E-mail Address Mark.Eichelberger@oldcastlemateria	Affidavit ID* 554065
Contractor Address 1508 Valentine Ave SE, Pacific, WA 98047		Telephone # 206-573-3200
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input checked="" type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: Liberty Mutual Insurance Company		Bond Number: 9168543
Date Contract Awarded 9/11/14	Date Work Commenced 10/6/14	Date Work Completed 11/14/2014
		Date Work Accepted 01/27/15
Were Subcontracters used on this project? If so, please complete Addendum A. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 266,291.00	Liquidated Damages \$	0.00
Additions (+)	\$ 0.00	Amount Disbursed \$	0.00
Reductions (-)	\$ 6,665.80	Amount Retained \$	0.00
Sub-Total	\$ 259,625.20		
Amount of Sales Tax _____ (If various rates apply, please send a breakdown)	\$ _____		
TOTAL	\$ 259,625.20	TOTAL \$	0.00

NOTE: These two totals must be equal

Comments:

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Robert Lindskov Title: City Engineer
 Email Address: Blindskov@covingtonwa.gov Phone Number: 253-480-2467

<p>Department of Revenue Public Works Section (360) 704-5650 PWC@dor.wa.gov</p>	<p>Washington State Department of Labor & Industries Contract Release (855) 545-8163, option # 4 ContractRelease@LNI.WA.GOV</p>	<p>Employment Security Department Registration, Inquiry, Standards & Coordination Unit (360) 902-9450 publicworks@esd.wa.gov</p>
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Consent Agenda Item C-4

Covington City Council Meeting

Date: January 27, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT RE: TRANSPORTATION CAPACITY WITH YARROW BAY DEVELOPMENT LLC.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. December 14, 2010 Settlement Agreement Re: Transportation Capacity (CAG 1002-10A & 10B)
2. Proposed First Amendment to Settlement Agreement Re: Transportation Capacity

PREPARED BY: Salina Lyons, Principal Planner

EXPLANATION:

In December 2010, the city and Yarrow Bay Development LLC entered into a settlement agreement regarding transportation capacity impacts within Covington related to The Villages and Lawson Hills master planned developments (“MPDs”) in Black Diamond (the “Settlement Agreement”). The Settlement Agreement requires Yarrow Bay to make four large payment installments to the city (totaling \$800,000 plus adjustments based on the Construction Cost Index (CCI) based on their proportionate share of the calculated cost of the traffic impacts to the city from the MPDs. (Attachment 1)

The Settlement Agreement provides the city flexibility to use the above funds anywhere on the State Route 516 corridor, as opposed to only the specific intersections identified as impacted due to the MPDs. Included in the above noted installment payments are additional funds to be used toward the city’s SR 516 Jenkins Creek to 185th Avenue SE project. In a separate settlement agreement regarding transportation capacity (“Transportation Agreement”), Yarrow Bay agreed to pay these additional funds in exchange for 300 units of transportation concurrency to be applied to the Maple Hills development (149 lots) and other developments on parcels at the north end of 204th Avenue SE. The Transportation Agreement does not preclude the developer from paying the city’s transportation impact fees assessed for lots in the developments.

Section 2.A of the Transportation Agreement identifies specific parcels for application of the 300 transportation concurrency credits. These parcels were selected based on the position of the developer in 2010 for possible purchase. The developer has since obtained property not listed in the Transportation Agreement, but within the same 204th Ave SE corridor. The proposed first amendment to the Transportation Agreement (“First Amendment”) modifies Section 2.A to permit the developer to apply the transportation concurrency credits to any parcels that contribute to vehicle trips along 204th Ave SE. (Attachment 2)

Section 2.C of the Transportation Agreement also states that the developer shall pay the first installment payment (\$150,000) upon application for concurrency and the issuance of building permits for the Black Diamond MPDs. The First Amendment modifies this section to allow the

developer to pay the first installment payment after application for concurrency and upon the issuance of building permits for the MPDs *or* pursuant to the conditions of the transportation concurrency approval certificate, whichever requires earlier payment. The current transportation concurrency approval certificate for the Maple Hills development states that the first installment payment shall be paid prior to final plat approval. Either option, as amended, does not preclude the developer from paying the first installment payment to the city—they will be required to pay with development in Covington or upon the issuance of building permits for the MPDs. The First Amendment provides flexibility to the developer regarding the timing of the first installment payment without linking the financing for a project in Covington to the financing for a project in Black Diamond.

ALTERNATIVES:

1. Direct the staff to renegotiate all or portions of the amendment.
2. Forego the amendment.

FISCAL IMPACT: The City will receive additional revenues in the form of permit fees, impact fees, and Real Estate Excise Tax associated with additional development along 204th Ave SE.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the city manager to sign a First Amendment to the Settlement Agreement Re: Transportation Concurrency with Yarrow Bay Development LLC in substantial form to the amendment as presented.

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

ATTACHMENT 1

SETTLEMENT AGREEMENT RE: TRANSPORTATION CAPACITY

THIS AGREEMENT is made and entered into as of this 14TH day of December, 2010 (the “Effective Date”), by and between the **CITY OF COVINGTON**, a municipal corporation organized and existing under the laws of the State of Washington (“Covington”) and **BD LAWSON PARTNERS, L.P.** a Washington limited partnership (“Lawson Partners”) and **BD VILLAGE PARTNERS, L.P.** a Washington limited partnership (“Village Partners”) (Lawson Partners and Village Partners are hereinafter collectively referred to as the “Developer”).

RECITALS

WHEREAS, the Developer has applied and received approval from the City of Black Diamond, adjacent to Covington, for the Villages Master Planned Development (the “Villages MPD”) and the Lawson Hills Master Planned Development (the “Lawson Hills MPD”), City of Black Diamond Ordinance Nos. 10-946 and 10-947, respectively, for which full build-out collectively includes construction of mixed-use projects including 6,050 dwelling units and 1,165,000 square feet of retail, office and light industrial (collectively, the “Black Diamond MPDs”); and

WHEREAS, on December 11, 2009, the City of Black Diamond issued a final Environmental Impact Statement (“FEIS”) for Lawson Hills MPD and an FEIS for the Villages MPD, and, each FEIS included a section evaluating the cumulative transportation impacts from both the Lawson Hills MPD and the Villages MPD; and

WHEREAS, Covington was a party of record in the City of Black Diamond’s land use review process for the Villages MPD and Lawson Hills MPD, and requested the imposition of conditions to require mitigation of the Black Diamond MPDs’ transportation impacts on streets and highways in Covington; and

WHEREAS, the FEISs identified probable significant adverse transportation impacts at three intersections within Covington – SR 516/SE Wax Road (the “Wax Road Intersection”), SR 516/168th Place SE (the “168th Intersection”), and SE 272nd Street/160th Avenue SE (the “272nd/160th Intersection”) – that are expected to occur as a result of the cumulative trips generated by the Lawson Hills MPD and the Villages MPD; and

WHEREAS, the Developer desires to mitigate adverse transportation impacts from the Black Diamond MPDs and to avoid Covington appeals of the Black Diamond MPDs; and

WHEREAS, the Developer and Covington compromised and fully agreed on the appropriate mitigation required for transportation impacts generated by the Black Diamond MPDs to streets and intersections within the City of Covington in a settlement agreement between the Developer and Covington dated Dec. 12, 2010 (the “Settlement Agreement”) attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, the Developer and Covington agree that the Settlement Agreement requires the Black Diamond MPDs to contribute more mitigation to Covington than described in the FEISs;

WHEREAS, the Developer and Covington further agree that as a result of the Developer's payment of the mitigation fees set forth in the Settlement Agreement, transportation capacity will be created within the City of Covington;

WHEREAS, the Developer and Covington agreed in the Settlement Agreement to enter into a separate agreement to address the transportation capacity created by the Developer as a result its payment of the mitigation fees.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and Covington hereby agree as follows:

AGREEMENT

1. **Definitions.** All capitalized terms not specifically defined in this Agreement shall have the definition set forth in the Settlement Agreement.
2. **Transportation Capacity.** The Developer and Covington agree to address the transportation capacity created within the Covington city limits as a result of the Developer's payment of the MPD Mitigation Fee Installments as follows:
 - A. The Maple Hills residential subdivision project, as described in the attached **Exhibit B** and incorporated herein by this reference as if fully set forth (the "Maple Hills Project"), and King County parcel numbers 7760401070, 2922069008, 2922069137, 2922069182, and 2922069014 on the 204th Avenue SE corridor, which runs from the Kent-Kangley Road north to the Covington city limits (the "204th Corridor Parcels"), are located within the same corridor as the transportation improvement projects to which the MPD Mitigation Fee will be applied by Covington.
 - B. Following its receipt of the First Installment Payment, Covington shall reserve for the benefit of the Developer or its assignee transportation capacity for a maximum of three hundred (300) dwelling units. If the Developer or its assignee elects to apply the reserved transportation capacity to the Maple Hills Project, then one hundred and fifty (150) dwelling units of the three hundred (300) dwelling units of capacity shall be reserved for that portion of the Maple Hills Project exempt from concurrency requirements. In such case, the remaining one hundred and fifty (150) dwelling units of capacity shall be reserved for the Maple Hills Project or for any residential property owned or thereafter acquired by the Developer or its assignee on the 204th Corridor Parcels. The Developer or its assignee may, however, apply up to three

hundred (300) dwelling units of capacity to the 204th Corridor Parcels instead of the Maple Hills Project.

- C. Provided the First Installment Payment has been made pursuant to the Settlement Agreement and upon submittal of a complete transportation concurrency application(s), Covington shall issue to the Developer or its assignee a certificate of concurrency (the "Certificate") pursuant to Section 2(B) of this Agreement. The Developer or its assignee may submit more than one transportation concurrency application, however the total capacity approved shall not exceed the terms outlined in Section 2(B) of this Agreement.
 - D. The Developer or its assignee shall apply for the Certificate(s) prior to December 31, 2025. The Certificate(s) shall be issued and remain valid pursuant to Section 12.100.080 of the Covington Municipal Code.
 - E. Covington's agreement in this Section is limited to its issuance of the Certificate(s) for the Maple Hills Project or the 204th Corridor Parcels. This Section in no way guarantees the Developer or its assignee the issuance of development, land, building, or other permits for the Maple Hills Project, the 204th Corridor Parcels, or any other residential project. Further, this Section does not preclude the Developer's (or its assignee's) payment of transportation impact fees associated with any non-vested or non-exempt dwelling units.
- 3. **Binding on Successors.** This Agreement shall bind and inure to the benefit of the parties and their successors in interest, and may be assigned to any successor in interest to the Lawson Hills MPD property or Villages MPD property.
 - 4. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this Agreement shall be in King County Superior Court.
 - 5. **Authority.** Covington and the Developer each represents and warrants to the other that it has the authority, and is duly authorized, to execute and deliver this Agreement and that the persons signing on its behalf are duly authorized to do so.
 - 6. **Term.** When fully executed this Agreement shall be in full force and effect until the City of Black Diamond's issuance of the 6050th building permit for a lot within the Black Diamond MPDs.
 - A. **Major Amendments.** Major amendments to the Black Diamond MPDs and/or the development agreements for the Black Diamond MPDs shall not terminate this Agreement; provided, however, if a major amendment allows an increase above the 6050 dwelling units or 1,165,000 square feet of retail, office and light industrial originally approved for the Black Diamond MPDs, Covington

and the Developer agree to promptly meet and negotiate in good faith regarding mitigation to address the transportation impacts on streets and highways in Covington associated with the Black Diamond MPDs' increase in dwelling units or commercial square footage.

- B. **Release of Large Lots on Expiration/Revocation.** Any lot or parcel 5-acres or larger that has not been built on during the term of the MPD permit approval for the Black Diamond MPDs and/or accompanying development agreements, and that is not the subject of a pending application for preliminary plat approval, final plat approval, binding site plan approval, or other land use processes, shall be automatically released from the purview of this Agreement upon the: (i) expiration of the applicable MPD permit approval; (ii) expiration of the applicable development agreement; (iii) revocation of the applicable MPD permit approval; or (iv) revocation of the applicable development agreement. Any subdivision of real estate released under this provision shall be subject to whatever future traffic mitigation measures are imposed at the time such property is approved for development.
7. **Amendments.** This Agreement may not be amended or modified except by a writing, signed by the parties to be bound thereby.
8. **Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.
9. **Integration; Scope of Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. This Agreement sets forth all conditions desired or requested by Covington with respect to the Black Diamond MPDs.
10. **No Third Parties.** This Agreement is made and entered into for the benefit of the parties hereto and their successors and assigns. No other person or entity is an intended third party beneficiary. No other person or entity shall have any right of action under this Agreement.
11. **Attorney Fees.** In the event that either party resorts to litigation to enforce any term of this Agreement, the substantially prevailing party in any such litigation shall be entitled to an award of reasonable attorney fees, together with actual court costs, expended in such litigation.
12. **Drafting.** The parties have had an equal opportunity to participate in the preparation of this Agreement.
13. **Full Understanding.** The parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; and that they have been

fully advised by their independent legal counsel or have had the opportunity to be so advised in connection with the terms of this Agreement.

14. **Notices**. Any notice or other communication to any party given under this Agreement will be effective only if in writing and delivered (1) personally, (2) by certified mail, return receipt requested and postage prepaid, (3) by facsimile transmission with written evidence confirming receipt, or (4) by overnight courier (such as UPS, FedEx, or Airborne Express) to the following addresses:

If to Developer:

Yarrow Bay Holdings
10220 NE Points Drive, Suite 120
Kirkland, WA 98033
Attn: Brian Ross
Phone: 425-894-2100

With a copy to:

Yarrow Bay Holdings
10220 NE Points Drive, Suite 120
Kirkland, WA 98033
Attn: Megan Nelson

If to Covington:

City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
Attn: Derek Matheson, City Manager

The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Section 21 and actually received by the addressee.

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

BD LAWSON PARTNERS, L.P.

by **YARROW BAY DEVELOPMENT LLC.**, a
Washington limited liability company,
Its General Partner



Brian Ross, CEO

Date: 12/29/10

BD VILLAGE PARTNERS, L.P.

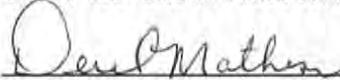
by **YARROW BAY DEVELOPMENT LLC.**, a
Washington limited liability company,
Its General Partner



Brian Ross, CEO

Date: 12/29/10

CITY OF COVINGTON



By Derek Matheson, City Manager

Date: 12/17/10

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 14TH day of December, 2010 (the "Effective Date"), by and between the **CITY OF COVINGTON**, a municipal corporation organized and existing under the laws of the State of Washington ("Covington") and **BD LAWSON PARTNERS, L.P.** a Washington limited partnership ("Lawson Partners") and **BD VILLAGE PARTNERS, L.P.** a Washington limited partnership ("Village Partners") (Lawson Partners and Village Partners are hereinafter collectively referred to as the "Developer").

RECITALS

WHEREAS, Developer has applied and received approval from the City of Black Diamond, adjacent to Covington, for the Villages Master Planned Development (the "Villages MPD") and the Lawson Hills Master Planned Development (the "Lawson Hills MPD"), City of Black Diamond Ordinance Nos. 10-946 and 10-947, respectively, for which full build-out collectively includes construction of mixed-use projects including 6,050 dwelling units and 1,165,000 square feet of retail, office and light industrial (collectively, the "Black Diamond MPDs"); and

WHEREAS, on December 11, 2009, the City of Black Diamond issued a final Environmental Impact Statement ("FEIS") for Lawson Hills MPD and an FEIS for the Villages MPD, and, each FEIS included a section evaluating the cumulative transportation impacts from both the Lawson Hills MPD and the Villages MPD; and

WHEREAS, Covington was a party of record in the City of Black Diamond's land use review process for the Villages MPD and Lawson Hills MPD, and requested the imposition of conditions to require mitigation of the Black Diamond MPDs' transportation impacts on streets and highways in Covington; and

WHEREAS, the FEISs identified probable significant adverse transportation impacts at three intersections within Covington – SR 516/SE Wax Road (the "Wax Road Intersection"), SR 516/168th Place SE (the "168th Intersection"), and SE 272nd Street/160th Avenue SE (the "272nd/160th Intersection") – that are expected to occur as a result of the cumulative trips generated by the Lawson Hills MPD and the Villages MPD; and

WHEREAS, the Developer's transportation engineers, The Transpo Group, Inc., determined that the Black Diamond MPDs, collectively at full build-out, would represent about twenty-one percent (21%) of the total p.m. peak-hour vehicle trips entering the Wax Road Intersection, thirteen percent (13%) of the total p.m. peak-hour vehicle trips entering the 168th Intersection, and eight percent (8%) of the p.m. peak-hour vehicle trips entering the 272nd/160th Intersection; and

WHEREAS, Covington believes that it can justify a higher proportionate share contribution from the Black Diamond MPDs at the Wax Road Intersection and desires mitigation from the Developer to address the impacts it expects to occur at the Jenkins Creek Bridge as a result of the cumulative trips generated by the Black Diamond MPDs; and

WHEREAS, prior to the commencement of negotiations between the Developer and Covington, the City of Covington had already improved the 168th Intersection with the traffic mitigation measures recommended in the FEISs for the Lawson Hills MPD and the Villages MPD; and

WHEREAS, the Developer desires to mitigate adverse transportation impacts from the Black Diamond MPDs and to avoid Covington appeals of the Black Diamond MPDs; and

WHEREAS, the Developer and Covington are now willing to compromise and fully agree on the appropriate mitigation required for transportation impacts generated by the Black Diamond MPDs to streets and intersections within the City of Covington;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and Covington hereby agree as follows:

AGREEMENT

1. **Developer's Mitigation Fee.** To fully mitigate the transportation impacts of the Black Diamond MPDs within the City of Covington (including those impacts identified in the FEISs at the Wax Road Intersection, the 168th Intersection, and the 272nd/160th Intersection), the Developer shall pay to Covington Eight Hundred Thousand Dollars and 00/100 Dollars (\$800,000) (the "MPD Mitigation Fee") pursuant to the fee payment schedule set forth in Section 2.
2. **MPD Mitigation Fee Schedule.** The Developer shall pay the MPD Mitigation Fee in four installments (the "MPD Mitigation Fee Installments") as follows:
 - A. **First Installment:** Within ninety (90) days of the City of Black Diamond's issuance of an occupancy permit for the 1st dwelling unit within the Black Diamond MPDs, the Developer shall pay to Covington One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) (the "First Installment Payment").
 - B. **Second Installment:** Within thirty (30) days of the City of Black Diamond's issuance of the building permit for the 2000th dwelling unit within the Black Diamond MPDs, the Developer shall pay to Covington Three Hundred Thousand and 00/100 Dollars (\$300,000).
 - C. **Third Installment:** Within thirty (30) days of the City of Black Diamond's issuance of the building permit for the 4000th dwelling unit within the Black Diamond MPDs, the Developer shall pay to Covington One Hundred Fifty Thousand and 00/100 Dollars (\$150,000).
 - D. **Fourth Installment:** Within thirty (30) days of the City of Black Diamond's issuance of the building permit for the 5800th dwelling unit within the Black Diamond MPDs, the Developer shall pay to Covington Two Hundred Thousand and 00/100 Dollars (\$200,000).

- E. Annual Adjustment. Each MPD Mitigation Fee Installment payment shall be subject to an annual adjustment based on the Construction Cost Index (“CCI”) published in Engineering News Record (“ENR”) commencing on January 1, 2012.

Developer shall have the option, in its sole discretion, to pay any of the MPD Mitigation Fee Installments to Covington prior to the time the trigger for that installment payment is reached.

- 3. Covington’s Use of MPD Mitigation Fee. Except for the Jenkins Creek Bridge Portion (defined in subsection 3.A below), Covington shall have flexibility in determining how to use the MPD Mitigation Fee Installments paid by the Developer, provided that Covington must use the MPD Mitigation Fee Installments to fund transportation improvements on the SR 516 corridor or a bypass of the SR 516 corridor.
 - A. Jenkins Creek Bridge. A portion of the MPD Mitigation Fee totaling Three Hundred Thousand and 00/100 Dollars (\$300,000) shall be used by Covington for transportation improvements to the Jenkins Creek Bridge (the “Jenkins Creek Bridge Portion”). The Jenkins Creek Bridge Portion of the MPD Mitigation Fee cannot be used to fund any other transportation improvements within the City of Covington. If, however, Covington has constructed and funded its Jenkins Creek improvement project prior to receiving \$300,000 from the Developer, then Covington may use the Jenkins Creek Bridge Portion to fund other transportation improvements on the SR 516 corridor or a bypass of the SR 516 corridor.
 - B. Transportation Improvements. Transportation improvements for the purposes of this section include acquisition of right-of-way, design, and construction costs but shall not include maintenance or road overlays.
- 4. Nonrefundable. The MPD Mitigation Fee Installments shall be nonrefundable when paid, provided Covington uses the each installment payment within six (6) years of the date of payment. If Covington fails to use the installment payment within such time period, it shall be returned to the Developer. For purposes of this Section 4, an installment payment shall be considered “used” if earmarked by Covington for a specific transportation improvement(s) on the SR 516 corridor or a bypass of the SR 516 corridor.
- 5. Transportation Capacity. The Developer and Covington agree that this Agreement requires the Black Diamond MPDs to contribute more mitigation to Covington than described in the FEISs. As a result, the Developer and Covington agree to negotiate in good faith with the goal of entering into a separate agreement to address the transportation capacity created as a result of the Developer’s payment of the MPD Mitigation Fee Installments.
- 6. Contingencies. The Developer’s obligation to fulfill its obligations as set forth herein is contingent on the following: (i) the City of Black Diamond approving the Lawson Hills MPD development agreement; (ii) the City of Black Diamond approving the Villages

MPD development agreement; and (iii) in the event either the Black Diamond MPD permit approvals or development agreements are appealed by a third party, the final resolution of any such appeal in a manner that upholds the City of Black Diamond's decision. The Developer may be released from the terms of this Agreement should the Developer elect not to proceed with the Black Diamond MPDs prior to making the First Installment Payment.

7. **Waiver and Mutual Release of Claims.** Covington and the Developer acknowledge and represent that the terms of this Agreement have been jointly negotiated and that each party enters into this Agreement voluntarily. Further, the parties acknowledge and agree that the Developer's performance of the obligations set forth in this Agreement shall constitute full, sufficient and complete mitigation of the transportation impacts occurring within Covington as a result of full build-out of the Lawson Hills MPD and Villages MPD, and as to Covington transportation matters, this Agreement assures that the Villages MPD and the Lawson Hills MPD has made all appropriate provisions for the public health, safety and welfare. The parties agree that this Agreement is authorized under law and both Covington and the Developer waive any claims that this Agreement is invalid or illegal. Further, Covington hereby covenants and agrees that it will not seek or impose any mitigation measures or fees with respect to the Villages MPD or Lawson Hills MPD in addition to the terms and obligations set forth herein and Covington waives any right to appeal or contest the approval of either the Lawson Hills MPD or the Villages MPD, the development agreements, or any implementing plats or projects or interim reviews, processes, or MPD approval amendments prior to full build-out so long as those reviews, processes and approvals do not increase the number of units or commercial square feet allowed as part of full build-out of the Black Diamond MPDs.
8. **Joint and Several Liability.** Lawson Partners and Village Partners each hereby acknowledge and assume all of the obligations as set forth in this Agreement and each agree, as necessary, to fulfill the obligations of the other as if Lawson Partners or Village Partners, on its own, were the Developer.
9. **Binding on Successors.** This Agreement shall bind and inure to the benefit of the parties and their successors in interest, and may be assigned to any successor in interest to the Lawson Hills MPD property or Villages MPD property.
10. **Event of Default.** If the Developer fails to pay the full amount of the mitigation fees in a timely manner as provided above, then the Developer shall be in default of such obligation. In the event of such default, Covington may enforce its rights under this Agreement by an action for damages or specific performance, or any other remedy available at law or in equity. Any unpaid portion of the MPD Mitigation Fee shall bear interest after its due date at the rate of twelve percent (12%) per annum. Provided, however, that in the event of default, Covington shall not take any action to enforce its rights or pursue any remedy hereunder without first giving the Developer an opportunity to cure the default as follows: In the event of the Developer's default, Covington shall notify the Developer in writing of such default, and the Developer shall have thirty (30) days following receipt of such notice to cure the default without payment of any interest or penalty.

11. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this Agreement shall be in King County Superior Court.
12. **Authority.** Covington and the Developer each represents and warrants to the other that it has the authority, and is duly authorized, to execute and deliver this Agreement and that the persons signing on its behalf are duly authorized to do so.
13. **Term.** When fully executed this Agreement shall be in full force and effect until the City of Black Diamond's issuance of the 6050th building permit for a lot within the Black Diamond MPDs.
 - A. **Major Amendments.** Major amendments to the Black Diamond MPDs and/or the development agreements for the Black Diamond MPDs shall not terminate this Agreement; provided, however, if a major amendment allows an increase above the 6050 dwelling units or 1,165,000 square feet of retail, office and light industrial originally approved for the Black Diamond MPDs, Covington and the Developer agree to promptly meet and negotiate in good faith regarding mitigation to address the transportation impacts on streets and highways in Covington associated with the Black Diamond MPDs' increase in dwelling units or commercial square footage.
 - B. **Release of Large Lots on Expiration/Revocation.** Any lot or parcel 5-acres or larger that has not been built on during the term of the MPD permit approval for the Black Diamond MPDs and/or accompanying development agreements, and that is not the subject of a pending application for preliminary plat approval, final plat approval, binding site plan approval, or other land use processes, shall be automatically released from the purview of this Agreement upon the: (i) expiration of the applicable MPD permit approval; (ii) expiration of the applicable development agreement; (iii) revocation of the applicable MPD permit approval; or (iv) revocation of the applicable development agreement. Any subdivision of real estate released under this provision shall be subject to whatever future traffic mitigation measures are imposed at the time such property is approved for development.
14. **Amendments.** This Agreement may not be amended or modified except by a writing, signed by the parties to be bound thereby.
15. **Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.
16. **Integration; Scope of Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. This Agreement sets forth all conditions desired or requested by Covington with respect to the Black Diamond MPDs.

17. **No Third Parties.** This Agreement is made and entered into for the benefit of the parties hereto and their successors and assigns. No other person or entity is an intended third party beneficiary. No other person or entity shall have any right of action under this Agreement.
18. **Attorney Fees.** In the event that either party resorts to litigation to enforce any term of this Agreement, the substantially prevailing party in any such litigation shall be entitled to an award of reasonable attorney fees, together with actual court costs, expended in such litigation.
19. **Drafting.** The parties have had an equal opportunity to participate in the preparation of this Agreement.
20. **Full Understanding.** The parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; and that they have been fully advised by their independent legal counsel or have had the opportunity to be so advised in connection with the terms of this Agreement.
21. **Notices.** Any notice or other communication to any party given under this Agreement will be effective only if in writing and delivered (1) personally, (2) by certified mail, return receipt requested and postage prepaid, (3) by facsimile transmission with written evidence confirming receipt, or (4) by overnight courier (such as UPS, FedEx, or Airborne Express) to the following addresses:

If to Developer:

Yarrow Bay Holdings
10220 NE Points Drive, Suite 120
Kirkland, WA 98033
Attn: Brian Ross
Phone: 425-894-2100

With a copy to:

Yarrow Bay Holdings
10220 NE Points Drive, Suite 120
Kirkland, WA 98033
Attn: Megan Nelson

If to Covington:

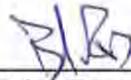
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
Attn: Derek Matheson, City Manager

The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Section 21 and actually received by the addressee.

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

BD LAWSON PARTNERS, L.P.

by **YARROW BAY DEVELOPMENT LLC.**, a
Washington limited liability company,
Its General Partner



Brian Ross, CEO

Date: 12/29/10

BD VILLAGE PARTNERS, L.P.

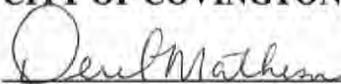
by **YARROW BAY DEVELOPMENT LLC.**, a
Washington limited liability company,
Its General Partner



Brian Ross, CEO

Date: 12/29/10

CITY OF COVINGTON



By Derek Matheson, City Manager

Date: 12/17/10

EXHIBIT B

Maple Hills Legal Description

King County Parcels Nos. 2922069002 and 2922069001

Parcel No. 2922069002: NW QTR NE QTR STR 29-22-06 EXC S 330 FT THEREOF AND EXC E ONE-QUARTER OF N 132 FT OF S 462 FT OF SAID SUBDIVISION

Parcel No. 2922069001: NE 1/4 OF NE 1/4 LESS E 840 FT

ATTACHMENT 2

FIRST AMENDMENT TO SETTLEMENT AGREEMENT RE: TRANSPORTATION CAPACITY

This FIRST AMENDMENT TO SETTLEMENT AGREEMENT RE: TRANSPORTATION CAPACITY ("Amendment") is made this ____ day of January 2015, by and between CITY OF COVINGTON, a municipal corporation organized and existing under the laws of the State of Washington ("Covington") and BD LAWSON PARTNERS, L.P. a Washington limited partnership ("Lawson Partners") and BD VILLAGE PARTNERS, L.P. a Washington limited partnership ("Village Partners") (Lawson Partners and Village Partners are hereinafter collectively referred to as the "Developer"). Covington and Developer are collectively referred to in this Amendment as the "Parties".

RECITALS

- A. The Parties previously entered into that certain SETTLEMENT AGREEMENT RE: TRANSPORTATION CAPACITY dated December 14, 2010 (the "Settlement Agreement").
- B. The Parties now desire to amend the Settlement Agreement in order to revise the definition of the 204th Corridor Parcels and the terms of the first installment payment of mitigation fees.
- C. All conditions set forth in the Settlement Agreement shall remain in full force and effect except as modified by this Amendment. All capitalized terms used herein shall have the meanings ascribed to them in the Settlement Agreement, unless otherwise defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth in the Settlement Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and are incorporated herein by this reference as though set forth in full.
2. Definition of 204th Corridor Parcels. Subsection 2(A) of the Settlement Agreement is hereby revised such that the definition of "204th Corridor Parcels" shall be all King County tax parcels located within the City of Covington, Washington that contribute (or will contribute if and when redeveloped) vehicle trips to 204th Avenue SE, which runs from the Kent-Kangley Road north to the Covington city limits.
3. First Installment Payment of Mitigation Fee Amended. Subsection 2(C) of the Settlement Agreement is hereby revised and replaced with the following provision:

Covington shall issue to the Developer or its assignee a certificate of concurrency (the "Certificate") pursuant to Section 2(B) of this Agreement only upon: (i) submittal of a complete transportation concurrency application(s); and (ii) payment of the First Installment Payment pursuant to either the Settlement Agreement or the conditions of the Certificate, whichever requires earlier payment. The Developer or

its assignee may submit more than one transportation concurrency application, however the total capacity approved shall not exceed the terms outlined in Section 2(B) of this Agreement.

4. Conflict. This Amendment is and shall be construed as part of the Settlement Agreement. In case of any inconsistency between this Amendment and the Settlement Agreement, the terms of this Amendment shall be controlling.
5. Force and Effect. The Parties hereby ratify and affirm the terms and conditions of the Settlement Agreement and agree that except as modified by this Amendment, the terms and conditions of the Settlement Agreement shall remain unchanged and in full force and effect.
6. Execution in Counterparts. This Amendment may be executed in one or more counterparts and as executed shall constitute one agreement, binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

BD LAWSON PARTNERS, L.P.

CITY OF COVINGTON

By: YARROW BAY DEVELOPMENT LLC., a
Washington limited liability company,
Its: General Partner

By: _____
Its: City Manager

By:  _____
Brian Ross, CEO

Date: _____

Date: January 14, 2015

Attested By: _____
Its: City Clerk

BD VILLAGE PARTNERS, L.P.

By: YARROW BAY DEVELOPMENT LLC., a
Washington limited liability company,
Its: General Partner

By:  _____
Brian Ross, CEO

Date: January 14, 2015

SUBJECT: PARK IMPACT FEE (PIF) STUDY PRESENTATION

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENT(S):

1. Parks Impact Fee Study

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

The City has level of service goals for parks and recreation facilities. These goals are currently not being met and the existing deficit will only increase as the population grows. The Parks Capital Improvement Plan (CIP) was updated last year to identify how the City can meet its parks, trails and facility development goals. The next step includes the City pursuing funding strategies to pay for these capital development projects. One source of funding is the City's existing, but unutilized, Park Impact Fee (PIF).

A PIF draft rate study was completed last year and it will be shared with the Council in this presentation by consultant, Randy Young. His presentation will include -

- 1) Summary of how the fees were calculated
- 2) A comparison of the draft fees to the PIF fees in nine comparable cities
- 3) Four alternatives to the draft PIF fees
- 4) The effects of impact fees on development
- 5) Potential revenue from the draft PIF rates
- 6) Next steps for outreach and review of the draft study

The next phase includes public outreach for review and comment including meetings with builders, developers, shareholders, Community and Economic Development Council and the City's Planning and Parks and Recreation Commission. This feedback will be compiled and presented to Council in April for discussion and potential future adoption.

ALTERNATIVES:

1. Discussion item only.

FISCAL IMPACT:

There is no fiscal impact to the city's operating budget at this time. If adopted, a Park Impact Fee will provide one source of funding for parks capital development.

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion X Other

NO ACTION NECESSARY

REVIEWED BY: City Manager; Finance Director, Parks and Recreation Director.

***DRAFT* RATE STUDY**

FOR

**PARK LAND
IMPACT FEE**

FOR



CITY OF COVINGTON, WASHINGTON

November 19, 2014

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EXECUTIVE SUMMARY

The purpose of this study is to establish the rates for impact fees for park land in the City of Covington, Washington as authorized by RCW¹ 82.02.050 – 100. This study describes the methodology that is used to develop the fees, presents the formulas, variables and data that are the basis for the fees, and documents the calculation of the park land impact fee.

Impact Fee Rates

The rate for park land impact fees are \$3,922 per single family dwelling unit, and \$2,760 per multi-family dwelling unit.

Definition and Rationale of Impact Fees

Impact fees are charges paid by new development to reimburse local governments for the capital cost of public facilities that are needed to serve new development and the people who occupy the new development². New development is synonymous with “growth.”

Local governments charge impact fees on either of two bases. First, as a matter of policy and legislative discretion, they may want new development to pay the cost of its share of new public facilities because that portion of the facilities would not be needed except to serve the new development. In this case, the new development is required to pay for the cost of its share of new public facilities³.

¹ Revised Code of Washington (RCW) is the state law of the State of Washington.

² Throughout this study the term "developer" is used as a shorthand expression to describe anyone who is obligated to pay impact fees, including builders, owners or developers.

³ RCW 82.02.050(2) prohibits impact fees that charge 100% of the cost, but does not specify how much less than 100%, leaving that determination to local governments.

On the other hand, local governments may use other sources of revenue to pay for the new public facilities that are needed to serve new development. If, however, such revenues are not sufficient to cover the entire costs of new facilities necessitated by new development, the new development may be required to pay an impact fee in an amount equal to the difference between the total cost and the other sources of revenue.

There are many kinds of "public facilities" that are needed by new development, including parks, recreation and open space; streets and roads; fire protection facilities; schools; and water and sewer facilities. This study is for park land in the City of Covington, Washington.

Impact Fees are Different Than Other Types of Developer Contributions

The impact fees that are described in this study do not include any other forms of developer contributions or exactions, such as mitigation or voluntary payments authorized by SEPA (the State Environmental Policy Act, RCW 43.21C); system development charges for water and sewer authorized for utilities (RCW 35.92 for municipalities, 56.16 for sewer districts, and 57.08 for water districts); local improvement districts or other special assessment districts; linkage fees; or land donations or fees in lieu of land.

There are several important differences between impact fees and SEPA mitigations. Three aspects of impact fees that are particularly noteworthy are: 1) the ability to charge for the cost of public facilities that are "system improvements" (i.e., that provide service to the community at large) as opposed to "project improvements" (which are "on-site" and provide service for a particular development); 2) the ability to charge small-scale development their proportionate share, whereas SEPA exempts small developments;

and 3) the predictability and simplicity of impact fee rate schedules compared to the cost, time and uncertain outcome of SEPA reviews conducted on a case-by-case basis.

ORGANIZATION OF THE STUDY

This study contains two chapters and three appendices:

Chapter 1 summarizes the statutory requirements for developing impact fees, and describes how the study of Covington's park land impact fee complies with the law.

Chapter 2 documents calculation of the park land impact fee, including descriptions of seven formulas, each variable used in the formulas, and the data used in each formula.

Appendix A presents the inventory of Covington's existing park land and trails.

Appendix B contains the analysis of the need for park land.

Appendix C is a copy of the Capital Facilities Plan for future park acquisition and development.

1. STATUTORY REQUIREMENTS AND THIS STUDY

This chapter summarizes the significant statutory requirements pertaining to the calculation of impact fees in the State of Washington, and describes how this study of Covington's park land impact fees complies with the statutory requirements. Each synopsis of a statutory requirement includes citations to the Revised Code of Washington as an aid to readers who wish to review the exact language of the statutes.

TYPES OF PUBLIC FACILITIES

RCW 82.02.050(2) and (4), and RCW 82.02.090(7)

Four types of public facilities can be the subject of impact fees: 1) public streets and roads; 2) publicly owned parks, open space and recreation facilities; 3) school facilities; and 4) fire protection facilities.

This Study

This study contains impact fees for land for parks and trails. In general, local governments that are authorized to charge impact fees are responsible for specific public facilities for which they may charge such fees. The City of Covington is legally and financially responsible for the park land it owns within its jurisdiction.

TYPES OF IMPROVEMENTS

RCW 82.02.050(3)(a) and RCW 82.02.090(5) and (9)

Impact fees can be spent on "system improvements" (which are typically outside the development and "designed to provide service to service areas within the community at large"). Impact fees cannot be used for "project improvements" (which are typically provided by the developer on-site within the development or adjacent to the

development, and "designed to provide service for a development project, and that are necessary for the use and convenience of the occupants or users of the project").

This Study

The park land impact fees in this study are calculated for system improvements that are listed in the Capital Facilities Plan (see Appendix C). No project improvements are included in this study.

BENEFIT TO DEVELOPMENT

RCW 82.02.050(3)(a) and (c).

Impact fees must be limited to system improvements that are reasonably related to, and which will benefit new development.

This Study

There are many ways to fulfill the requirement that impact fees be "reasonably related" to the development's need for public facilities, including personal use and use by others in the family or business enterprise (direct benefit), use by persons or organizations who provide goods or services to the fee-paying property (indirect benefit), and geographical proximity (presumed benefit).

Impact fees for parks are charged to properties which need (i.e., benefit from) new parks. Parks are provided by the City of Covington to all kinds of property throughout the City regardless of the type of use of the property. Impact fees for park land, however, are only charged to residential development in the City because the dominant stream of benefits redounds to the occupants and owners of dwelling units. As a matter of policy, the City of Covington has decided not to charge park impact fees to non-residential properties. Impact fees for park land are calculated for all new residential development within the City of Covington.

The need for additional park land for new development is determined by using standards for levels of service for each type of park to calculate the quantity of land that is required. The required quantity is then compared to the existing inventory to determine the need for additional land. The analysis of needed park land must comply with the statutory requirements of identifying existing deficiencies, reserve capacity and new capacity requirements for facilities. An analysis of the need for additional park land is presented in Appendix B and summarized in Chapter 2.

In addition, a provision of Covington's city code further ensures compliance with the requirement that expenditures be "reasonably related" to and benefit the development that paid the impact fee. All park land impact fee revenue is deposited to a separate account that can be used only for the specific projects in the Capital Facilities Plan that are the basis of this park land impact fee because their benefit has been demonstrated in determining the need for the projects and the portion of the cost of needed projects that are eligible for impact fees as described in this study (see Chapter 2, and Appendices B and C).

PROPORTIONATE SHARE

RCW 82.02.050(3)(b) RCW 82.02.060(1) and RCW 82.02.090(6)

Impact fees cannot exceed the development's proportionate share of system improvements that are reasonably related to the new development. The impact fee amount shall be based on a formula (or other method of calculating the fee) that determines the proportionate share.

This Study

There are four ways that this study complies with the proportionate share requirement.

First, the "proportionate share" requirement means that impact fees can be charged only for the portion of the cost of public facilities that is "reasonably related" to new development (as described above). As a result, impact fees cannot be charged to pay for the cost of reducing or eliminating deficiencies in existing facilities. Some impact fee studies use standards for park land that may result in existing deficiencies between the standards and the existing parks. This study for park land impact fees for Covington ensures that impact fees are not for existing deficiencies by using the ratio of existing park land to the current population as the basis for determining the need for park land and the amount of the impact fee. Ratios of existing land to current populations have no deficiencies, nor do they have any excess capacity.

Second, using the ratio of existing land to current population ensures that new development's share is proportionate. The ratio "is what it is" for all of the current population, and new development is required to match it with the same proportionate share in order to maintain the same ratio as exists before the new development.

The third way in which Covington's park land impact fee complies with the proportionate share requirement is by providing adjustments and credits to impact fees, as explained in the next section. These actions ensure that the amount of the impact fee does not exceed the proportionate share.

Fourth, this study uses seven formulas to calculate the proportionate share impact fee for park land in Covington.

ADJUSTMENTS AND/OR CREDITS REDUCING IMPACT FEE AMOUNTS

RCW 82.02.050(1)(c) and (2), RCW 82.02.060(1)(b), and RCW 82.02.060(4)

Impact fees rates must be adjusted to account for other revenues that the development pays (if such payments are earmarked for or prorable to particular system improvements). Impact fees may be credited for the value of dedicated land, improvements or construction provided by the developer (if such facilities are in the adopted CFP and are required as a condition of development approval).

This Study

The "adjustments" requirement reduces the impact fee to account for past and future payments of other revenues (if such payments are earmarked for, or prorable to, the system improvements that are needed to serve new growth). The impact fees calculated in this study include an adjustment that accounts for other revenue that is used by the City to pay for a portion of growth's proportionate share of costs. Chapter 4 includes an analysis of the other sources of revenue the City has to pay needed costs.

The "credit" requirement reduces impact fees of specific developers by the value of dedicated land, improvements or construction provided by the developer (if such facilities are in the adopted CFP and are required as a condition of development approval). This credit is in addition to the adjustment for other revenues described in the preceding paragraph.

The law does not prohibit a local government from establishing reasonable constraints on determining credits. For example, the location of dedicated land

and the quality and design of a donated public facility can be required to be acceptable to the local government, and meets local standards.

“Adjustments” are included in the calculation of the impact fee because City can estimate the amount of other revenue it may receive for the same park projects that will be funded in part by impact fees. “Credits” are not included in the calculation of the impact fee rate in this study because it is not possible to predict which applicants will propose to contribute land. “Credits” are determined on a case-by-case basis when an applicant proposes to make such a contribution.

CAPITAL FACILITIES PLAN

RCW 82.02.050(4), RCW 82.02.060(8), and RCW 82.02.070(2)

Impact fees must be expended on public facilities in a capital facilities plan element (or used to reimburse the government for the unused capacity of existing facilities). The CFP must conform with the Growth Management Act of 1990, and must also identify existing deficiencies in facility capacity for current development, capacity of existing facilities available for new development, and additional facility capacity needed for new development, as required by RCW 82.02.050(4).

This Study

This study includes excerpts from the CFP for parks in Appendix C, and uses specific CFP projects to calculate the cost per acre (or mile of trail) that is one of the variables in the impact fee calculation.

Appendix B provides the required analysis that identifies existing deficiencies, capacity available for new development, and additional public facility capacity needed for new development. The analysis is based on levels of service ratios

for each type of public facility. The results of Appendix B are summarized in Chapter 3.

NEW VS. EXISTING FACILITIES

(RCW 82.02.060(1)(a)) and (RCW 82.02.060(8))

Impact fees can be charged for new public facilities and/or to reimburse the government for the unused capacity of existing public facilities (subject to the proportionate share limitation described above).

This Study

This study bases the park land impact fee on new park land acquisitions in the CFP. As noted earlier, using the ratio of existing land to current population as the basis for the impact fee ensures that there is no existing deficiency, nor any surplus capacity. Therefore the park land that will serve new development will be provided by future acquisitions.

SERVICE AREAS

RCW 82.02.060(7)

Local governments must establish reasonable service areas (one area, or more than one, as determined to be reasonable by the local government).

This Study

Impact fees in some jurisdictions are collected and expended within service areas that are smaller than the jurisdiction that is collecting the fees. Impact fees are not required to use multiple service areas unless such “zones” are necessary to establish the relationship between the fee and the development. Park land impact fees are collected and expended in a single service area throughout the

boundaries of the City of Covington because of the compact configuration of the City and the accessibility of its park system to all residences.

OTHER STATUTORY REQUIREMENTS FOR ADMINISTERING IMPACT FEES

There are other statutory requirements that pertain to the administration of impact fees. Those requirements do not affect the calculation of the impact fee rate. The requirements are fulfilled in the City's code, or administratively, as described below.

EXEMPTIONS FROM IMPACT FEES

RCW 82.02.060(2) and (3)

Local governments have the discretion to provide exemptions from impact fees for low-income housing and other "broad public purpose" development, but all such exemptions must be paid from public funds (other than impact fee accounts).

This Study

The City's impact fee ordinance addresses the subject of exemptions. Exemptions do not affect the impact fee rates calculated in this study because of the statutory requirement that any exempted impact fee must be paid from other public funds. As a result, there is no increase in impact fee rates to make up for the exemption because there is no net loss to the impact fee account as a result of the exemption.

DEVELOPER OPTIONS

RCW 82.02.060(6), RCW 82.02.070(4) and (5), and RCW 82.02.080

Developers who are liable for impact fees can submit data and or/analysis to demonstrate that the impacts of the proposed development are less than the impacts calculated in this rate study. Developers can pay impact fees under protest and appeal

impact fee calculations. The developer can obtain a refund of the impact fees if the local government fails to expend the impact fee payments within 10 years, or terminates the impact fee requirement, or the developer does not proceed with the development (and creates no impacts).

This Study

All of these provisions are addressed in the City's impact fee code, and none of them affect the calculation of impact fee rates in this study.

ACCOUNTING REQUIREMENTS

RCW 82.02.070(1)-(3)

The local government must separate the impact fees from other monies, expend the money on CFP projects within 10 years, and prepare annual reports of collections and expenditures.

This Study

These requirements are addressed by Covington's impact fee code, and are not factors in the impact fee calculations in this study.

DATA SOURCES AND CALCULATION

Data Sources

The data in this study of impact fees for park land in the City of Covington, Washington was provided by the City of Covington unless a different source is specifically cited.

Data Rounding

The data in this study was prepared using computer spreadsheet software. In some tables in this study, there will be very small variations from the results that would be

obtained using a calculator to compute the same data. The reason for these insignificant differences is that the spreadsheet software was allowed to calculate results to more places after the decimal than is reported in the tables of these reports. The calculation to extra places after the decimal increases the accuracy of the end results, but causes occasional differences due to rounding of data that appears in this study.

2. CALCULATION OF PARK LAND IMPACT FEE

This chapter documents the calculation of the park land impact fee for the City of Covington. The calculations are produced using seven formulas. Each formula is described, each variable used in each formula is explained, and the data and calculations are presented in a separate table for each formula.

1. Population

Impact fees are meant to have “growth pay for growth” so the first step in developing an impact fee is to quantify future growth in the City of Covington. The future population is calculated by adding the current population to the population growth for the next 6 years.

$$\begin{array}{rcccl} \text{Current} & & \text{Population} & & \text{Future Population} \\ \text{Population} & + & \text{Growth} & = & \text{2020} \\ & & \text{2015 – 2020} & & \end{array}$$

There are two variables that require explanation: 1-a, current population and 1-b, population growth from 2015 through 2020.

Variable 1-a: Current Population

The current population is the number of people who reside in Covington in 2014. The source for this is the State of Washington’s Office of Financial Management.

Variable 1-b: Population Growth 2015-2020

The estimate of additional population from 2015 through 2020 is a linear projection based on the average annual population growth during the last ten years (2004 – 2014).

Table 1 - Population

<u>Time Period</u>	<u>Population</u>
2014 Current Population	18,480
Additional Growth (2015-2020)	1,209
<u>Total as of 2020</u>	<u>19,689</u>

2. Level of Service Ratio

Level of service ratios measure the average quantity of park land per 1,000 population. This is a common metric used in park planning and park impact fees. One of its uses is to estimate the quantity of park land that will be needed for future growth (which will be presented in formula 3, below).

The level of service ratio is calculated by dividing the existing acreage⁴ of each type of park by the current population.

$$\begin{array}{rcccl} \text{Existing Acres of} & & & & \\ \text{Parks} & \div & \text{Current} & = & \text{Current Level of} \\ & & \text{Population} & & \text{Service Ratio} \end{array}$$

There is one new variable that requires explanation: 2-a, existing acres of parks.

Variable 2-a: Existing Acres of Parks

The acreage of each of Covington’s parks is listed in Appendix A – Inventory of Existing Parks. There are three categories of parks: community parks, neighborhood parks, and trails. Appendix A includes a total of the acreage for each category.

Calculation of Level of Service Ratios

The levels of service for park land for Covington’s impact fee are the ratios of existing park land per 1,000 current population for the year 2014. Table 2 lists each of the three types of parks, the existing acres from Appendix A, and the current population from Table 1.

The ratios are calculated in the final column of Table 2 by dividing the 2014 existing inventory by the 2014 current population, then multiplying the result times 1,000. The result is the current level of service ratio of each type of park for every 1,000 people in the Covington’s current population.

⁴ Covington’s park land acquisitions for community and neighborhood parks will be measured acres. However, acquisitions for trails will be measured in lineal miles. For simplicity in this study, the term “acres” includes “miles” when referring to trails.

Table 2 – Inventory and Level of Service Ratio

Type	Measurement Units	Existing Acres	Current Population	Level of Service Ratio per 1,000 Population
Community Parks	acres	50.20	18,480	2.72
Neighborhood Parks	acres	92.52	18,480	5.01
Trails	lineal miles	3.84	18,480	0.21

3. Park Land Needs for Growth

The park land needed for growth is calculated in order to ensure that Covington plans to acquire enough land to provide new growth with the same level of service ratio that benefits the current population. The acres of park land needed for growth are calculated by multiplying the level of service ratio times the population growth from 2015 through 2020 (divided by 1,000).

$$\begin{array}{rcccl} \text{Current Level of} & & \text{Population} & & \text{Park Acres} \\ \text{Service Ratio} & \times & \text{Growth 2015 –} & = & \text{Needed for} \\ & & \text{2020} & & \text{Growth} \end{array}$$

There are no new variables in formula 3.

Calculation of Land Needs for Growth

Table 3 shows the calculation of land needed for growth⁵. The current level of service ratios are from Table 2, and the population growth is from Table 1. The last two columns show the number of additional acres needed for growth, and the number of acres in Covington’s plans for future parks (the 2015-2020 Capital Facilities Plan).

The number of acres in the CFP must equal or exceed the number of acres needed for growth in order to provide at least the amount for which growth is paying impact fees. If the CFP amounts are greater than the amount needed for growth, the City pays for the additional amounts, and growth pays only for the amount that it needs.

⁵ A different version of part of Table 3 is presented in Appendix B – Analysis of the Need for Park Land.

Table 3 – Park Land Needs for Growth

Type	Measurement Units	Level of Service Ratio per 1,000 Population	Additional Growth 2015-2020	Additional Acres Needed for Growth	Additional Acres in CFP 2015-2020
Community Parks	acres	2.72	1,209	3.3	20.0
Neighborhood Parks	acres	5.01	1,209	6.1	7.7
Trails	lineal miles	0.21	1,209	0.3	2.0

4. Park Land Cost per Acre

The cost per acre of park land is the cost basis for the impact fee (in formula 5, below). The cost per acre of park land is calculated by dividing the cost of proposed park acquisitions by the number of acres to be acquired.

$$\frac{\text{Cost of Park Land Acquisitions}}{\text{Acres to be Acquired}} = \text{Park Land Cost per Acre}$$

There are two variables that require explanation: 4-a, cost of land acquisitions and 4-b, acres to be acquired.

Variable 4-a: Cost of Park Land Acquisitions

The park land impact fees are based on three different park types and each type has a different cost per acre. The costs are from the City’s plans for future parks listed in Appendix C. If more than one acquisition is planned for a type of park the total cost of all acquisitions is used in order to calculate the weighted average cost per acre.

Variable 4-b: Acres to be Acquired

The acres to be acquired are from the same projects listed in Appendix C. If more than one acquisition is planned for a type of park the total acres of all acquisitions is used in order to calculate the weighted average cost per acre.

Calculation of Park Land Cost per Acre

Calculations of park land costs per acre are presented in Table 4. The acquisition costs and acreage for each type of park are from Appendix C. The average cost per acre in the last column is the result of dividing the acquisition cost by the number of acres to be acquired. The variation among the costs per acre are consistent with real estate markets. Community parks are typically larger than neighborhood parks, and large parcels typically have lower costs per acre than smaller parcels. Trail costs are per mile, and cannot be compared to park costs per acre.

Table 4 – Park Land Cost per Acre

Type	Measurement Units	Acquisition Cost	Acres to be Acquired	Average Cost per Acre
Community Parks	acres	\$ 2,010,000	20.00	\$ 100,500
Neighborhood Parks	acres	2,330,000	7.65	304,575
Trails	lineal miles	65,300	2.00	32,650

5. Park Land Cost per Person

The cost of park land per person is needed for calculating the impact fee rate in formulas 6 and 7. The cost per person of future park land acquisition is calculated by multiplying the park land cost per acre times the level of service standard.

$$\begin{array}{ccccccc} \text{Park Land Cost} & & & & & & \\ \text{per Acre} & \times & \text{Current Level of} & = & \text{Park Land Cost} & & \\ & & \text{Service Ratio} & & \text{per Person} & & \end{array}$$

There are no new variables in formula 5.

Calculation of Park Land Cost per Person

Table 5 contains the calculations: each cost per acre (from Table 4) is multiplied by the corresponding level of service ratio from Table 2, with the result being the cost for 1,000 persons. That result is divided in the final column by 1,000 to establish the cost per person. The costs per person for the three types of park are then combined into a total

dollar cost per person for all three types of parks in order to develop a total cost per person as the basis of the impact fee.

Table 5 – Park Land Cost per Person

Type	Measurement Units	Total Cost per Acre or Mile	Level of Service Ratio per 1,000 Population	Cost per 1,000 Population	Cost per Person
Community Parks	acres	\$ 100,500	2.72	\$ 273,360	\$ 273
Neighborhood Parks	acres	304,575	5.01	1,525,922	1,526
Trails	lineal miles	32,650	0.21	6,857	7
Total					1,806

6. Net Cost Per Person

The net cost per person is calculated by adjusting the park land cost per person to subtract the adjustment for other revenue.

$$\begin{array}{rcccl} \text{Park Land Cost} & & \text{Adjustment for} & & \text{Net Cost per} \\ \text{per Person} & - & \text{Other Revenue} & = & \text{Person} \end{array}$$

There is one new variable that requires explanation: 6-a, adjustment for other revenue.

Variable 6-a: Adjustment for Other Revenue

The revenue adjustment is a reduction of the cost per person to account for other revenues used by the City for park projects. The City’s CFP for all projects lists grant revenues totaling \$7.2 million. These are estimates of future grants for all park projects, so there may be some variation between these estimates and the amounts and specific projects for which the City will receive grants. The most conservative approach is to assume that the total amount of all the grants (\$7.2 million) may be available in the same proportion for land acquisition as for all other park projects. Therefore, dividing \$7.2 million of potential grants by the total \$36.8 million cost of all projects indicates that 19.57% of all projects may be funded by grants.

Calculation of Net Cost per Person

Table 6 begins with the cost per person from Table 5, then calculates 19.57% of the total cost as the amount of the adjustment for other revenue for park projects. Subtracting the \$353 adjustment from the total \$1,806 leaves a net cost of \$1,453 per person.

Table 6 – Net Cost per Person

Type	Cost per Person
Total Cost per Person	\$ 1,806
Percent From Other Funding Sources	19.57%
Cost per Person From Other Funding	353
Net Cost per Person	1,453

7. Impact Fee Per Dwelling Unit

The impact fee per dwelling unit is calculated by multiplying the net cost per person times the number of persons per dwelling unit.

$$\begin{array}{r} \text{Net Cost per} \\ \text{Person} \end{array} \times \begin{array}{r} \text{Persons per} \\ \text{Dwelling Unit} \end{array} = \begin{array}{r} \text{Impact Fee per} \\ \text{Dwelling Unit} \end{array}$$

There is one new variable that requires explanation: 7-a, persons per dwelling unit.

Variable 7-a: Persons per Dwelling Unit.

The number of persons per dwelling unit is the factor used to convert the cost of park land per person into the impact fee per dwelling unit. Covington researched the persons per dwelling unit and provided that data for Table 7.

Calculation of Impact Fee per Dwelling Unit

In Table 7 (on the next page) the net cost per person (from formula 6) is multiplied by the average number of persons per dwelling unit to calculate the park land impact fee per dwelling unit.

Table 7 – Impact Fee per Dwelling Unit

Type	Net Cost per Person	Average Persons per Dwelling Unit	Impact Fee per Dwelling Unit
Single Family Dwelling Units	\$ 1,453	2.7	\$ 3,922
Multi-Family Dwelling Units	1,453	1.9	2,760

APPENDIX A: INVENTORY OF EXISTING PARKS

The parks system in Covington presently consists of 50.20 acres of community parks, 107.64 acres of neighborhood parks, 110.48 acres of open space, and 3.84 miles of trails. The neighborhood parks inventory includes parks owned by Homeowners Associations (HOAs) because those parks serve the function of a neighborhood park for their association, therefore the City would not develop a City-owned neighborhood park in the same service area. Open space is not included in this park land impact fee because the City has a separate requirement for donation of critical areas that include natural areas. A complete inventory is listed in Table A.

Table A – Covington Parks and Trails (2014)

Type and Name of Park	Total Acres
<i>Community Parks</i>	
Jenkins Creek Park	20.30
Covington Community Park	29.90
Total	50.20
<i>Neighborhood Parks</i>	
<u>City Owned and Maintained</u>	
Evergreen Park	1.70
Crystal View Park	1.90
Friendship Park	0.60
<u>City Owned, Maintained by HOA</u>	
Abotsford Estates Park	2.75
The Reserve	9.40
Tamarack	16.80
Channing	0.40
<u>HOA Owned and Maintained</u>	
Coho Creek HOA	2.17
Crofton Heights HOA	4.61
Crofton Hills HOA	0.29
Pearl Jones HOA	1.07
Tamarack HOA	0.58
The Reserve HOA	9.43
Timber Hills HOA	1.85
Timberlane HOA	5.22
Winterwood Estates HOA	43.80
Aqua Vista at Pipe Lake HOA	0.75

Type and Name of Park	Total Acres
Channing Park HOA	0.36
Cornerstone HOA	0.41
Glennwood HOA	0.31
Maple Creek HOA	0.13
Morgans Creek	0.07
N. Rainier Vista HOA	0.05
North Parke HOA	0.48
Parke Meadows HOA	0.45
Pearl Jones HOA	0.03
Pioneer Ridge (High Point) HOA	0.25
S. Rainier Vista HOA	1.08
Savana HOA	0.57
Wood Crest HOA	0.13
Total	107.64

Trails

Covington Community Park	1.50
Evergreen Park	0.07
Friendship Park	0.06
Jenkins Creek Park	0.95
Jenkins Creek Trail	0.22
Rainier Vista Park	0.78
Wingfield (Coho) Open Space	0.26
TOTAL MILES	3.84

APPENDIX B: ANALYSIS OF THE NEED FOR PARK LAND

RCW 82.02 requires impact fees to be based on the City's Capital Facilities Plan, and requires it to identify existing deficiencies in facility capacity for current development, capacity of existing facilities available for new development, and additional facility capacity needed for new development. The purpose of this appendix is to summarize existing deficiencies and reserves, and needs for additional capacity for new development (based on data provided in the City's comprehensive plan).

The need for parks is determined by multiplying the level of service ratio for each type of park times the population to calculate the quantity that is required. The population is from Table 1, and the level of service ratio of existing parks to current population is from Table 2.

The quantity required is then compared to the existing inventory to determine existing deficiencies, reserve capacity, and needed new park land. The inventory of existing parks is from Table A.

Table B shows the analysis of park land needs for the current population and for population growth from 2015 through 2020.

The data illustrate that the existing inventory of park land serves the current population, therefore there is no existing deficiency, and no reserve capacity of existing parks to serve future growth.

The increase in population during the next 6 years from 2015 through 2020 requires the addition of park land to accommodate the persons from dwelling units created by new development. Specifically, in the next 6 years the City of Covington will need an additional 3.28 acres of community parks, 7.04 acres of neighborhood parks, and 0.25

mile of trails. All of these needs are for population growth from new development from 2015 through 2020.

Table B – Analysis of Need for Park Land

Component	Level of Service Ratio	City Population	Quantity Required	Existing Inventory	Reserve or (Need)
Community Parks	2.72				
2014 Current		18,480	50.20	50.20	0.00
Additional Growth (2015-2020)		1,209	3.28	0.00	(3.28)
Total as of 2020		19,689	53.48	50.20	(3.28)
Neighborhood Parks	5.01				
2014 Current		18,480	92.52	92.52	0.00
Additional Growth (2015-2020)		1,209	6.05	0.00	(6.05)
Total as of 2020		19,689	114.68	107.64	(7.04)
Trails	0.21				
2014 Current		18,480	3.84	3.84	0.00
Additional Growth (2015-2020)		1,209	0.25	0.00	(0.25)
Total as of 2020		19,689	4.09	3.84	(0.25)

Sources:

Level of Service Ratio: Table 2

City Population: Table 1

Existing Inventory: Appendix A

APPENDIX C: CAPITAL FACILITIES PLAN - 2015-2020

RCW 82.02 requires impact fees to be based on the City's Capital Facilities Plan (CFP). Table C is an excerpt from Covington's CFP for parks for the years 2015 – 2020. It lists projects for community parks, neighborhood parks and trails that involve acquisition of additional land. The list includes each project's total cost and the land acquisition portion of each project (because that is the basis for the park land impact fee).

Table C – Capital Facilities Plan for Parks: 2015-2020 (Excerpt)

Project	CFP #	CFP Budget	Land Acres	Land Cost
Community Park				
Community Park #3	1178	4,510,000	20.00	2,010,000
Sub-total		25,919,767	20.00	2,010,000
Neighborhood Park				
South Covington (SoCo) Park	1019	5,523,599	5.65	1,830,000
Neighborhood Park #5	xxxx	500,000	2.00	500,000
Sub-total		6,419,674	7.65	2,330,000
Trails				
Pipeline Trail North	1101	477,507	1.00	5,300
Jenkins Creek Trail	1110	80,000	1.00	60,000
Sub-total		557,507	2.00	65,300
TOTAL		11,091,106		4,405,300

Agenda Item 2
Covington City Council Meeting
Date: January 27, 2015

SUBJECT: APPROVE BUDGET AMENDMENT TO INCREASE HUMAN SERVICES
2015/16 FUNDING

RECOMMENDED BY: Human Services Commission

ATTACHMENT(S):

1. Minutes from the January 8, 2015 Human Services Commission meeting with funding recommendation amendment

PREPARED BY: Victoria Throm, Personnel & Human Services Analyst

EXPLANATION:

After reviewing the 2015-16 human services funding recommendation of \$125,001 annually for adoption into the general fund budget at the December 9, 2014 City Council meeting, the Council proposed an increase in funding in order to fully fund both the Storehouse Food Bank's and the YMCA Children's Services requests. This proposal represented a total funding increase of \$5,550 annually. The Council directed the proposal to the Human Services Commission for their final recommendation.

At the January 8, 2015 Human Services Commission meeting, a vote was taken on the council's above-noted proposal. In reviewing the application and scoring process for both agencies, the Commission agreed that increasing the Storehouse Food bank by an additional \$50 to match their request was advisable. However, the Commission was concerned that Children's Services was a new pilot program that had little history of serving South King County residents and the YMCA needed more time to develop a successful program. Their other concern was it would not be fair if the full requested amount of \$7,000 annually was granted to a new program, which would be a higher amount than received by many long-term, well-performing programs in other agencies. The Commissioners believed, however, that the Children's Services program was valuable enough to increase funding at a reduced level, and therefore recommended increasing their original recommendation of \$1,500 annually by an additional \$1,500 annually in order to better support this new program. Although the Commission was very grateful for Council's proposed increase, they thoroughly weighed the pros and cons of accepting the full value of the proposal in order to be responsible stewards of tax payer dollars.

In conclusion, the Commission's vote was to recommend a budget amendment for the following increases:

Agency	Requested Funds	Original Award	Amended Increase	Total Award
Storehouse Food Bank	\$10,000	\$ 9,950	\$ 50	\$10,000
YMCA, Children's Services	\$ 7,000	\$ 1,500	\$1,500	\$ 3,000

The increase of \$1,550 annually would amend the total current funding for all agencies from \$125,001 to \$126,551 annually as shown in the following table:

AGENCY	PROGRAM	REQUEST	\$125,001 Approved	Amended
INCREASE SELF-RELIANCE				
Childcare Resources	Resource & Referral	\$ 3,545	\$3,545	3,545
Crisis Clinic	2-1-1 Service	5,000	5,000	5,000
SK Council of Human Services	Capacity Building	2,000	2,000	2,000
BASIC NEEDS				
Auburn Youth Resources	Street Outreach	5,000	5,000	5,000
Catholic Community Services	Emergency Services	8,500	8,500	8,500
Crisis Clinic	24 Hour Crisis Line	2,500	2,500	2,500
DAWN	Shelter & Housing	6,000	6,000	6,000
Maple Valley Food Bank	Food & Emergency Services	15,000	15,000	15,000
Storehouse Food Bank	Food Bank	10,000	9,950	10,000
IMPROVE HEALTH & WELL-BEING				
Crisis Clinic	Teen Link (suicide prevention)	2,700	2,700	2,700
Dynamic Family Services	Children's Therapy	10,000	10,000	10,000
Health Point	Dental Services	5,000	5,000	5,000
Health Point	Medical Services	5,000	5,000	5,000
Kent Youth & Family	Clinical Services	10,000	10,000	10,000
Pediatric Interim Care Center	Interim Care of Infants	3,000	3,000	3,000
SAFE COMMUNITY				
DAWN	DV Advocacy	2,000	2,000	2,000
KCSARC	Sexual Assault Resources	5,156	5,156	5,156
YWCA	DV Victims Services	10,000	10,000	10,000
STRENGTHENING FAMILIES				
Catholic Community Services	Volunteer Chore	3,150	3,150	3,150
Communities in Schools	Mentoring	5,000	5,000	5,000
Kent Youth & Family Services	HeadStart & ECEAP	5,000	5,000	5,000
YMCA	Children's Crisis Outreach	7,000	1,500	3,000
TOTALS		\$130,551	\$125,001	\$126,551

ALTERNATIVES:

1. Modify the recommendations of the commission.

FISCAL IMPACT:

The total cost to the city's annual general funds would be \$126,551 annually for the next two-year human services cycle. This amendment, however, represents an annual increase of \$1,550 over the original recommendation.

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

**Councilmember _____ moves, Councilmember _____
seconds, to approve the budget amendment as proposed to increase human
services 2015/16 funding by \$1,550, for a total funding amount of \$126,551.**

REVIEWED BY: Regan Bolli, City Manager
Noreen Beaufre, Personnel Manager



**HUMAN SERVICES COMMISSION
MINUTES**

January 8, 2015- 6:30 p.m.

CALL TO ORDER

Chair McGregor called the January 8, 2015 regular meeting of the Human Services Commission to order at 6:35 p.m.

MEMBERS PRESENT

Joyce Bowling, Leslie Hamada, Brian Lord, Jared McMeen, Fran McGregor, Lesley Schlesinger

MEMBERS ABSENT

Adam Wheeler

CITY STAFF PRESENT

Victoria Throm, Personnel & Human Services Analyst
Noreen Beaufriere, Personnel Manager

APPROVAL OF CONSENT AGENDA

CM Hamada requested her unexcused absence from the November meeting be changed to excused due to the fact she was assisting a homeless family and arrived at the meeting after we adjourned.

CM LORD MOVED AND CM MCMEEN SECONDED TO EXCUSE LESLIE HAMADA FROM THE NOV. 13, 2014 MEETING. VOTE: 6:0. MOTION CARRIED.

CM LORD MOVED AND CM SCHLESINGER SECONDED TO APPROVE THE AGENDA TO INCLUDE THE MINUTES FROM NOVEMBER 13, 2014 AS CORRECTED. VOTE: 6-0. MOTION CARRIED.

PUBLIC COMMENTS - There were no public comments.

OLD BUSINESS:

None

NEW BUSINESS:

Item 1. Action Item. Allocate Employee Donation Fund to Human Services Agency

Each year the employees have the opportunity to contribute to a human services donation fund. At the end of the year finance sends Victoria a total of funds contributed. The commission makes a decision on which agency to allocate the employee funds to. CM Lord recommended Pediatric Interim Care Center, CM Hamada recommended Kent Y&FS HeadStart program, while CM McMeen and Schlesinger recommended Maple Valley Food Bank. Each commissioner spoke to their recommendation and why that agency should receive additional funds.

CM McMEEN MOVED AND CM LORD SECONDED TO GIVE \$1,040 FROM THE EMPLOYEE FUNDS TO ONE OF TWO ORGANIZATIONS; EITHER KENT YOUTH & FAMILY SERVICES HEADSTART PROGRAM OR MAPLE VALLEY FOOD BANK. CHAIR MCGREGOR CALLED FOR A VOTE:

MAPLE VALLEY FOOD BANK RECEIVED 1 VOTE

KENT Y&FS HEADSTART RECEIVED 5 VOTES.

MOTION CARRIED TO GIVE \$1,040 TO KENT Y&FS HEADSTART/ECEAP.

Item 2. Action Item. Discuss Council's Human Services Funding Recommendation for 2015.

At the December City Council meeting, the Council reviewed the funding recommendations from the Human Services Commission which would go to the general fund budget. The Council noted that only two agencies, (The Storehouse and YMCA Children's Services) were not receiving their requested level of funding. Council agreed to increase funding by \$5,550 in order to bring these agencies to their requested level. The Council asked the commission to consider this increase and bring back a recommendation to amend the 2015 budget to reflect the increase.

CM McGregor led the discussion by reviewing the application process for YMCA Children's Services. She reminded the commission that this was a questionable program, new to South King County and was a pilot program. She also felt it would not be fair to fully fund a new agency for more than some of our long-term successful programs. Others commented that it did not score as high as other programs and as good stewards of tax dollars they needed to be diligent about awarding grant funds. There was consensus that this program was worthy of being funded but at a smaller increase and give the agency time to prove it could be successful.

CM HAMADA MOVED AND CM BOWLING SECONDED TO GIVE \$3,000 TO THE YMCA CHILDREN'S SERVICES WHICH IS DOUBLED THE RECOMMENDED ORIGINAL AMOUNT OF \$1,500. VOTE: 6-0. MOTION CARRIED.

CM McMEEN MOVED AND MC LORD SECONDED TO GIVE STOREHOUSE AN ADDITIONAL \$50.00 FOR 2015-16. VOTE: 6-0. MOTION CARRIED.

Victoria will prepare a memo to the City Manager and Finance Director with their recommendation. She will also draft an agenda bill to amend the budget to include these increased. This will go to City Council on Jan. 27, 2015.

Item 3. Planning Calendar for 2015

The commission began planning the 2015 work calendar by suggesting any agency site visits they were interested in conducting. Those site visits included Storehouse, HeadStart ECEAP at Jenkins Creek Elementary (day visit), Auburn Youth Resources and Kent HOPE. They also included presentations at their regular meetings from staff from the county's Youth Action Plan, King County Sexual Assault Resource Center, and Seattle's Homeless Youth initiative. Other agenda items include quarterly review of agency goals, orientation of new commissioners in April, State of the City Address and joint commission meeting in September, and the joint council meeting in April. It appears to be a very full calendar year!

Item 4. Review 4th Quarter Service Reports

This item was tabled to the February 2015 meeting since the due date for the reports is not until Jan. 15, 2015.

COMMENTS AND DISCUSSION OF COMMISSIONERS AND STAFF

CM Bowling stated she would be gone for the February meeting.

CM LORD MOVED AND CM BOWLING SECONDED TO ADJOURN THE JANUARY 8, 2015 MEETING AT 7:40 P.M. VOTE 6:0. MOTION CARRIED.

Submitted by:



Victoria Throm
Personnel & Human Services Analyst

Agenda Item 3

Covington City Council Meeting

Date: January 27, 2015

SUBJECT: CONSIDER AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE COVINGTON TRANSPORTATION BENEFIT DISTRICT (“DISTRICT”) AND THE CITY OF COVINGTON (“CITY”) TO CLARIFY PAYMENT OF COSTS TO SECURE DISTRICT FUNDING SOURCES.

RECOMMENDED BY: Sara Springer, City Attorney

ATTACHMENT(S):

- 1. Proposed Amendment to Interlocal Agreement with the District

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

Pursuant to Chapter 39.34 RCW, the District and the City entered into an interlocal agreement (the “ILA”) upon formation of the District to provide for, among other provisions, the transfer of funds and staff services to be shared.

The ILA already contains permissive language regarding the range of services the City will perform on behalf of the District and that the District shall first repay the City for those services from District funding. However, because the District will be considering the authorization of another ballot measure to be placed on the April special election ballot to secure a funding source for the District, to ensure an abundance of clarity, staff is recommending a very minor amendment to the ILA to expressly state that all costs incurred by the City to secure District funding sources, including all election costs, shall be repaid to the City. (Attachment 1)

ALTERNATIVES:

- 1. Return to staff to change the terms of the amendment.

FISCAL IMPACT:

No fiscal impact.

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

Council member _____ moves and council member _____ seconds to authorize the City Manager to execute an amendment to the interlocal agreement between the Covington Transportation Benefit District and the City of Covington to clarify the payment of costs to secure District funding sources, in substantial form as the amendment attached hereto.

REVIEWED BY: City Manager, Finance Director, City Attorney

ATTACHMENT 1

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
COVINGTON TRANSPORTATION BENEFIT DISTRICT AND THE CITY OF COVINGTON**

THIS FIRST AMENDMENT to the interlocal agreement (“Amendment”) is made this 27th day of January, 2015, by and between the Covington Transportation Benefit District (the “District”) and the City of Covington, Washington (the “City”), each of which is organized as a municipal corporation under the laws of the State of Washington. The City and the District are collectively referred to in this Amendment as the “Parties”.

RECITALS

WHEREAS, the Parties previously entered into that certain interlocal agreement dated February 11, 2014 (the “ILA”); and

WHEREAS, the Parties now desire to amend the ILA in order to clarify the District’s repayment of all costs incurred by the City to secure District funding sources, including all election costs; and

WHEREAS, all conditions set forth in the ILA shall remain in full force and effect except as modified by this Amendment. All capitalized terms used herein shall have the meanings ascribed to them in the ILA, unless otherwise defined herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth in the ILA, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and are incorporated herein by this reference as though set forth in full.
2. **Amendment to Subsection 3.1.** Subsection 3.1 of the ILA shall be amended as follows:

3. Undertakings of Covington. Covington shall:

3.1 Provide all staff and necessary related support to the District. The costs of such support shall be accounted for as a part of Covington’s annual report to the District. District funding shall first be applied to the reasonable charges incurred in establishing and staffing the District. Annual services provided may include the services provided by the City Attorney, the City Clerk when serving as the Clerk of the District, the City's Finance Director when serving as its Treasurer, the City Manager when serving as the Chief Executive Officer (CEO), any other employees of Covington that serve the District, and any associated costs, including, but not limited to, the preparation of an annual work plan, securing funding sources (including all election costs), reporting, advertising, engineering design, project bidding, contracting,

construction management, accounting, and any and all other actual charges or Covington/District agreed upon percentage of charges associated with the proper establishment and application of District funding in accordance with state law and Covington ordinance. In consideration of the benefits derived by Covington, overhead charges including, but not limited to, utilities, information technology, office supplies, and equipment shall be a contribution of Covington to the parties' joint goals and objectives and need not be directly charged back to the District. All costs of annual audits shall be borne by the District. All costs associated with the issuance of debt shall be paid by the District.

3. **Conflict.** This Amendment is and shall be construed as part of the ILA. In case of any inconsistency between this Amendment and the ILA, the terms of this Amendment shall be controlling.
4. **Force and Effect.** The Parties hereby ratify and affirm the terms and conditions of the ILA and agree that except as modified by this Amendment, the terms and conditions of the ILA shall remain unchanged and in full force and effect.
5. **Effective Date.** This Amendment shall be effective upon the last authorizing signature affixed hereto and when listed by subject on the City of Covington's website or other electronically retrievable public source as required by RCW 39.34.040.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

COVINGTON TRANSPORTATION
BENEFIT DISTRICT

CITY OF COVINGTON

Margaret Harto, Chair

Regan Bolli, City Manager

Attest:

Sharon Scott, City Clerk

APPROVED AS TO FORM

Sara Springer, City Attorney

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

7:00 p.m. Tuesday, February 10, 2015 Regular Meeting

(Draft Agenda Attached)

Draft
as of 01/21/15



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

Tuesday, February 10, 2015
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Hawk Property Update – Colin Lund, Oakpointe-Yarrow Bay Holdings

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

APPROVE CONSENT AGENDA

- C-1. Minutes: January 27, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Contract with SBS Legal Services for City Attorney Services (Scott)
- C-4. Ratify Valley Medical Statutory Warranty Deed (Lyons)

PUBLIC HEARING

1. Receive Comments and Consider Ordinance Extending the Moratorium on Medical Marijuana Production and Processing Facilities, Dispensaries, and Collective Gardens for Six Months (Hart)

NEW BUSINESS

2. Consider Appointments to Arts, Parks & Recreation, and Planning Commissions (Council)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

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