

Covington: Unmatched quality of life



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

Tuesday, April 24, 2012
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

- Earth Day Proclamation – April 22, 2012 (Pand)
- National Transportation Week Proclamation (Vondran)
- National Public Works Week Proclamation (Akramoff)
- National Water Safety Month Proclamation – May (Newton)
- National Drinking Water Week Proclamation – May 7, 2012 (Vern Allemand, Covington Water District Commissioner)

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

APPROVE CONSENT AGENDA

- C-1. Minutes of April 10, 2012 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Rescind Resolution Setting Hearing Date for 176th Place SE Right-of-Way Vacation and Set New Date (Lyons/Hart)
- C-4. Authorize Interlocal Agreement with State of Washington for Printing Services (Matheson)

REPORTS OF COMMISSIONS

- Human Services Vice Chair Fran McGregor-Hollums: March 8 and April 12 Meetings.
- Arts Chair Sandy Bisordi: April 12 Meeting.
- Planning Chair Daniel Key: April 5 Meeting; April 19 Meeting Canceled.
- Parks & Recreation Chair Steven Pand: April 18 Meeting.
- Budget Priorities Advisory Committee Liaison Darren Dofelmier: April 4 & 18 Meetings.
- **Future Meetings:** Economic Development Council Next Meeting: April 26.

NEW BUSINESS

1. Consider Planning Commission Recommendation on Comprehensive Plan Amendment Docket (Hart)
2. Consider Consultant Contract for Northern Gateway Study (Hart)

COUNCIL/STAFF COMMENTS

Future Agenda Topics

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

EXECUTIVE SESSION

Potential Litigation. (RCW 42.30.110(1)(i))

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: April 24, 2012

SUBJECT: APPROVAL OF MINUTES: APRIL 10, 2012 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the April 10, 2012 City Council Regular Meeting Minutes.

**City of Covington
Regular City Council Meeting Minutes
Tuesday, April 10, 2012**

(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, April 10, 2012, at 7:00 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza, David Lucavish, Marlla Mhoon, Jim Scott, and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Wayne Snoey.

Council Action: Councilmember Scott moved and Councilmember Wagner seconded to excuse Councilmember Snoey who was ill. Vote: 6-0. Motion carried.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Sara Springer, City Attorney; Tom Hargan, Covington Prosecutor; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded to approve the Agenda. Vote: 6-0. Motion carried.

PUBLIC COMMUNICATION:

Covington Prosecutor Tom Hargan gave a report on prosecution trends and provided a handout charting 2007 to 2011 infractions (not including parking violations), DUI/physical control, other traffic (suspended, negligent), and non-traffic (domestic violence, minor in possession, assault, trespassing, theft).

Council was also provided with a handout on recent public defender screening statistics.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Barry Fretwell and several students, representing Project Uth, reported on Project Uth events and ideas.

Bailey Stober, spoke in support of Project Uth and its benefit to the community.

Leroy Stevenson, 26838 166th Place SE, Covington, spoke regarding King County Animal Control and suggested decentralization and utilizing various rescue groups for sheltering.

Mayor Harto thanked Mr. Stevenson for his efforts in looking for cost savings for the city and asked City Manager Derek Matheson to provide a status report on current efforts by the city regarding animal control. Mr. Matheson informed Mr. Stevenson that he could provide him with the report from the recent joint city council meeting with Black Diamond and Maple Valley.

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

APPROVE CONSENT AGENDA:

- C-1. Approval of Minutes: March 13, 2012 City Council Special and Regular Meeting Minutes; March 20, 2012 City Council Joint Study Session with Covington Water District Minutes; March 27, 2012 City Council Study Session Minutes; and March 27, 2012 City Council Regular Meeting Minutes.
- C-2. Approval of Vouchers: Vouchers #27445-27514, in the Amount of \$194,265.02, Dated March 20, 2012; and Paylocity Payroll Checks #1000436404-1000436417, Inclusive, Plus Employee Direct Deposits in the Amount of \$141,700.44, Dated March 30, 2012.

RESOLUTION NO. 12-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON FIXING THE TIME FOR A PUBLIC HEARING FOR VACATION OF A PORTION OF 176TH PLACE SE LOCATED BETWEEN SE WAX ROAD AND SE 270TH STREET.

- C-3. Resolution Setting Hearing Date for 176th Place SE Right-of-Way Vacation.
- C-4. Adopt Employee Compensation Program Procedure.

RESOLUTION NO. 12-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, RESCINDING RESOLUTION NO. 11-03 AND DECLARING ONE VEHICLE AS SURPLUS PROPERTY AND AUTHORIZE REPLACEMENT.

- C-5. Rescind Resolution to Surplus Vehicles.

Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded to approve the Consent Agenda. Vote: 6-0. Motion carried.

NEW BUSINESS:

1. Citizen Police Volunteer Program.

Covington Police Chief Kevin Klason gave the staff report on this item. Chief Klason shared a suggestion by Councilmember Snoey to revise the residency requirement to include citizens who live within a three-mile radius of city limits. Councilmember Wagner suggested allowing volunteers to use previous Citizen's Academy certification to satisfy Criteria #6.

Councilmembers provided comments and asked questions, and Chief Klason provided responses.

2. Public Works Department Strategic Plan Presentation.

Public Works Director Glenn Akramoff gave the presentation which included an Introduction, Philosophy, Choosing a Focus, Priority Levels, Our Commitment, Celebrating and Measuring Success, Filling the Gaps, and References.

Councilmembers provided comments.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:20 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: April 24, 2012

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #27515-27557, in the Amount of \$88,680.17, Dated April 2, 2012; Voucher #27558-27558, in the Amount of \$84,225.59, Dated April 9, 2012; and Paylocity Payroll Checks #1000458231-1000458242 Inclusive, Plus Employee Direct Deposits in the Amount of \$140,346.65, Dated April 13, 2012.

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #27515-27557, in the Amount of \$88,680.17, Dated April 2, 2012; Voucher #27558-27558, in the Amount of \$84,225.59, Dated April 9, 2012; and Paylocity Payroll Checks #1000458231-1000458242 Inclusive, Plus Employee Direct Deposits in the Amount of \$140,346.65, Dated April 13, 2012.

April 2, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 27515 through Check # 27557

In the Amount of \$88,680.17

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 27515 85678	Check Date: 04/02/2012 Land use; SMP Ph. III, 1/26-2/25/12	Vendor: 1798	AHBL, Inc. 04/02/2012	260.00
			Check Total:	260.00
Check No: 27516 2103 2104	Check Date: 04/02/2012 Pool chemicals Clean/calibration service March 2012	Vendor: 2033	Aquatic Specialty Services 04/02/2012 04/02/2012	757.74 124.90
			Check Total:	882.64
Check No: 27517 0078-4	Check Date: 04/02/2012 Bates; RIMS user session; lunch/mile	Vendor: 0078	Shellie Bates 04/02/2012	40.35
			Check Total:	40.35
Check No: 27518 114789	Check Date: 04/02/2012 Street Cleaning February 2012	Vendor: 2368	Best Parking Lot Cleaning Inc. 04/02/2012	4,257.12
			Check Total:	4,257.12
Check No: 27519 1767-4	Check Date: 04/02/2012 Bykonen; WABO training, parking	Vendor: 1767	Brian Bykonen 04/02/2012	6.00
			Check Total:	6.00
Check No: 27520 01276683	Check Date: 04/02/2012 Aquatics; CO2 for pH control	Vendor: 2136	Carbonic Systems, Inc. 04/02/2012	90.55
			Check Total:	90.55
Check No: 27521 W2414191	Check Date: 04/02/2012 Aquatics; cleaning supplies	Vendor: 1170	Coastwide Laboratories 04/02/2012	453.16
			Check Total:	453.16
Check No: 27522 40362	Check Date: 04/02/2012 Municipal code; update, 3/21/12	Vendor: 0364	Code Publishing Company 04/02/2012	334.52
			Check Total:	334.52
Check No: 27523 316362	Check Date: 04/02/2012 Integrated traffic impact; 2/5-3/3/1	Vendor: 0771	David Evans & Associates, Inc. 04/02/2012	11,905.28
			Check Total:	11,905.28
Check No: 27524 13081166	Check Date: 04/02/2012 Copier lease, 3/15-4/14/12	Vendor: 1983	De Lage Landen Financial Svcs 04/02/2012	120.08
			Check Total:	120.08
Check No: 27525 42195-3	Check Date: 04/02/2012 Conflict defense; #41214215A	Vendor: 2195	Gearheard Law Offices 04/02/2012	200.00
			Check Total:	200.00
Check No: 27526 50926814 50920257	Check Date: 04/02/2012 5 - Replacement computers Media card readers	Vendor: 0923	Hewlett-Packard Company 04/02/2012 04/02/2012	3,572.94 135.75
			Check Total:	3,708.69
Check No: 27527 030715	Check Date: 04/02/2012 BPAC refreshments	Vendor: 1997	HSBC Business Solutions 04/02/2012	23.97
			Check Total:	23.97
Check No: 27528 364851 364846	Check Date: 04/02/2012 Sediment probe supplies Sediment probe supplies	Vendor: 1701	Johnsons Home & Garden 04/02/2012 04/02/2012	8.74 41.97

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	50.71
Check No: 27529	Check Date: 04/02/2012	Vendor: 2389	Jones Lang Lasalle Americas	
R12-009762	Overpayment; Permit #B12-0030		04/02/2012	42.49
			Check Total:	42.49
Check No: 27530	Check Date: 04/02/2012	Vendor: 2485	Kent East Hill Nursery, Inc.	
66421	Aquatic Center landscaping		04/02/2012	860.12
			Check Total:	860.12
Check No: 27531	Check Date: 04/02/2012	Vendor: 0143	King County Finance	
3000086	Jail costs; 2/1-2/29/12		04/02/2012	1,384.05
2001640	2012 annual dispatch service		04/02/2012	1,800.00
2001640	2012 annual dispatch service		04/02/2012	1,800.00
			Check Total:	4,984.05
Check No: 27532	Check Date: 04/02/2012	Vendor: 0204	King County Pet Licensing	
0204-04	Pet license remittance March 2012		04/02/2012	90.00
			Check Total:	90.00
Check No: 27533	Check Date: 04/02/2012	Vendor: 1405	Lakeside Industries	
12032536MB	EZ Street asphalt		04/02/2012	55.93
			Check Total:	55.93
Check No: 27534	Check Date: 04/02/2012	Vendor: 1736	Salina Lyons	
11-62	Lyons; 2011 flexible spending		04/02/2012	69.90
			Check Total:	69.90
Check No: 27535	Check Date: 04/02/2012	Vendor: 2236	Donna McGrath	
2236-2012	Utility tax rebate; electricity		04/02/2012	87.05
2236-2012	Utility tax rebate; solid waste		04/02/2012	14.55
2236-2012	Utility tax rebate; cable		04/02/2012	49.50
2236-2012	Utility tax rebate; telephone		04/02/2012	15.79
2236-2012	Utility tax rebate; cell phone		04/02/2012	15.08
			Check Total:	181.97
Check No: 27536	Check Date: 04/02/2012	Vendor: 2486	McLendon Hardware, Inc.	
820709/7	Operating supplies		04/02/2012	29.95
820709/7	Manure forks		04/02/2012	72.25
820709/7	Operating supplies		04/02/2012	14.98
820709/7	Manure forks		04/02/2012	36.13
820709/7	Operating supplies		04/02/2012	29.95
820709/7	Manure forks		04/02/2012	72.25
			Check Total:	255.51
Check No: 27537	Check Date: 04/02/2012	Vendor: 0682	Nextel Communications	
591066496-038	Internet connection card, 3/21-4/20/		04/02/2012	60.27
591066496-038	Internet connection card, 3/21-4/20/		04/02/2012	30.13
591066496-038	Internet connection card, 3/21-4/20/		04/02/2012	60.27
591066496-038	Internet connection card, 3/21-4/20/		04/02/2012	90.41
			Check Total:	241.08
Check No: 27538	Check Date: 04/02/2012	Vendor: 1948	George Nomura	
1948-2012	Utility tax rebate; electricity		04/02/2012	17.29
1948-2012	Utility tax rebate; gas		04/02/2012	41.19
1948-2012	Utility tax rebate; solid waste		04/02/2012	10.00
1948-2012	Utility tax rebate; cable		04/02/2012	44.90
1948-2012	Utility tax rebate; telephone		04/02/2012	16.44

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	129.82
Check No: 27539	Check Date: 04/02/2012	Vendor: 2384	Northwest Stormwater Managemen	
2712	Clean/Inspections catch basins		04/02/2012	1,140.00
			Check Total:	1,140.00
Check No: 27540	Check Date: 04/02/2012	Vendor: 0004	Office Depot	
601518634001	Office supplies		04/02/2012	253.80
601870793001	Office supplies		04/02/2012	298.32
1453386488	USB drive		04/02/2012	15.23
			Check Total:	567.35
Check No: 27541	Check Date: 04/02/2012	Vendor: 1452	Palmer Coking Coal Company	
IN026368	Aquatic center; topsoil		04/02/2012	61.96
			Check Total:	61.96
Check No: 27542	Check Date: 04/02/2012	Vendor: 0056	Cassandra Parker	
12-09	Parker; 2012 flexible spending		04/02/2012	249.29
			Check Total:	249.29
Check No: 27543	Check Date: 04/02/2012	Vendor: 0164	Pitney Bowes	
2004515-MR12	Postage meter lease; 12/30/11-03/30/		04/02/2012	716.76
2004515-MR12	Lease credit old machine; 11/23-2/15		04/02/2012	-255.07
			Check Total:	461.69
Check No: 27544	Check Date: 04/02/2012	Vendor: 2084	Planning Association of WA	
3773	Mueller; non member extra cost		04/02/2012	10.00
3778	Bykonen; non member extra cost		04/02/2012	10.00
3773	Holmes; non member extra cost		04/02/2012	10.00
			Check Total:	30.00
Check No: 27545	Check Date: 04/02/2012	Vendor: 1361	Puget Sound Business Journal	
1361	Hart; 1 year subscription		04/02/2012	88.00
			Check Total:	88.00
Check No: 27546	Check Date: 04/02/2012	Vendor: 1197	Rainier Wood Recyclers	
00042826	Storm clean up; disposal fees		04/02/2012	100.00
00042764	Storm clean up; disposal fees		04/02/2012	165.00
			Check Total:	265.00
Check No: 27547	Check Date: 04/02/2012	Vendor: 2474	SCORE	
63	Jail Costs; January 2012		04/02/2012	19,250.00
63	Jail Costs; February 2012		04/02/2012	14,625.00
			Check Total:	33,875.00
Check No: 27548	Check Date: 04/02/2012	Vendor: 1905	Sharp Electronics Corporation	
C743071-701	Copier usage 2/22 - 3/22/12		04/02/2012	26.00
C742129-701	Copier usage 2/14 - 3/14/12		04/02/2012	17.64
C742129-701	Copier usage 2/14 - 3/14/12		04/02/2012	26.46
			Check Total:	70.10
Check No: 27549	Check Date: 04/02/2012	Vendor: 0736	Sound Security, Inc.	
0586751-IN	Security monitoring; April 2012		04/02/2012	844.00
0583638-IN	KCSO; service to burn images		04/02/2012	190.06
			Check Total:	1,034.06
Check No: 27550	Check Date: 04/02/2012	Vendor: 0281	Standard Insurance Company	
635510001-4	Life Insurance Premiums, April		04/02/2012	7.91

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
635510001-4	Life Insurance Premiums, April		04/02/2012	71.33
635510001-4	Life Insurance Premiums, April		04/02/2012	209.38
635510001-4	Life Insurance Premiums, April		04/02/2012	271.90
635510001-4	Life Insurance Premiums, April		04/02/2012	45.00
635510001-4	Life Insurance Premiums, April		04/02/2012	134.94
635510001-4	Life Insurance Premiums, April		04/02/2012	171.68
635510001-4	Life Insurance Premiums, April		04/02/2012	22.50
635510001-4	Life Insurance Premiums, April		04/02/2012	72.67
635510001-4	Life Insurance Premiums, April		04/02/2012	85.84
635510001-4	Life Insurance Premiums, April		04/02/2012	11.25
635510001-4	Life Insurance Premiums, April		04/02/2012	37.14
635510001-4	Life Insurance Premiums, April		04/02/2012	42.92
635510001-4	Life Insurance Premiums, April		04/02/2012	21.99
635510001-4	Life Insurance Premiums, April		04/02/2012	85.23
635510001-4	Life Insurance Premiums, April		04/02/2012	94.42
635510001-4	Life Insurance Premiums, April		04/02/2012	38.25
635510001-4	Life Insurance Premiums, April		04/02/2012	117.87
635510001-4	Life Insurance Premiums, April		04/02/2012	145.93
635510001-4	Life Insurance Premiums, April		04/02/2012	51.69
635510001-4	Life Insurance Premiums, April		04/02/2012	191.27
635510001-4	Life Insurance Premiums, April		04/02/2012	201.73
635510001-4	Life Insurance Premiums, April		04/02/2012	11.25
635510001-4	Life Insurance Premiums, April		04/02/2012	30.36
635510001-4	Life Insurance Premiums, April		04/02/2012	42.92
635510001-4	Life Insurance Premiums, April		04/02/2012	25.31
635510001-4	Life Insurance Premiums, April		04/02/2012	68.79
635510001-4	Life Insurance Premiums, April		04/02/2012	96.57
635510001-4	Life Insurance Premiums, April		04/02/2012	8.44
635510001-4	Life Insurance Premiums, April		04/02/2012	29.53
635510001-4	Life Insurance Premiums, April		04/02/2012	32.19
635510001-4	Life Insurance Premiums, April		04/02/2012	11.25
635510001-4	Life Insurance Premiums, April		04/02/2012	46.66
635510001-4	Life Insurance Premiums, April		04/02/2012	42.92
635510001-4	Life Insurance Premiums, April		04/02/2012	75.38
635510001-4	Life Insurance Premiums, April		04/02/2012	217.09
635510001-4	Life Insurance Premiums, April		04/02/2012	287.39
Check Total:				3,158.89
Check No: 27551	Check Date: 04/02/2012	Vendor: 0357	Valley Communications	
0012975	800 MHz access fee; March 2012		04/02/2012	75.00
Check Total:				75.00
Check No: 27552	Check Date: 04/02/2012	Vendor: 2262	Voyager Fleet Systems Inc.	
869285460203	Vehicle fuel through 3/24/12		04/02/2012	1,365.17
Check Total:				1,365.17
Check No: 27553	Check Date: 04/02/2012	Vendor: 1408	Washington Workwear Stores Inc	
7100	Fealy; 5 T's, 2 hoodies, 1 ball cap		04/02/2012	87.32
7101	Dalton; 2 T's, 1 hoody, 2 ball caps		04/02/2012	58.43
7102	Gaudette; 1 sweatshirt, 1 ball cap		04/02/2012	23.46
7104	Seasonal T's, sweatshirts, caps		04/02/2012	185.92
613	Hard hats		04/02/2012	18.24
612	Gloves, safety vests, ear plugs		04/02/2012	37.12
7103	Ogren ball cap		04/02/2012	28.78
7100	Fealy; 5 T's, 2 hoodies, 1 ball cap		04/02/2012	43.65
7101	Dalton; 2 T's, 1 hoody, 2 ball caps		04/02/2012	29.21
7102	Gaudette; 1 sweatshirt, 1 ball cap		04/02/2012	11.72
7104	Seasonal T's, sweatshirts, caps		04/02/2012	92.97
613	Hard hats		04/02/2012	9.11
612	Gloves, safety vests, ear plugs		04/02/2012	18.56

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
6594	20 Volunteer T-shirts		04/02/2012	270.41
6594	60 Lifeguard T-shirts		04/02/2012	701.56
7099	Wesley; 7 T's, sweatshirt, hoody		04/02/2012	250.32
7100	Fealy; 5 T's, 2 hoodies, 1 ball cap		04/02/2012	87.32
7101	Dalton; 2 T's, 1 hoody, 2 ball caps		04/02/2012	58.43
7102	Gaudette; 1 sweatshirt, 1 ball cap		04/02/2012	23.46
7104	Seasonal T's, sweatshirts, caps		04/02/2012	185.92
613	Hard hats		04/02/2012	18.24
612	Gloves, safety vests, ear plugs		04/02/2012	37.12
Check Total:				2,277.27
Check No: 27554	Check Date: 04/02/2012	Vendor: 0527	WHPacific, Inc.	
36260-14	CIP 1039 Engineering, 1/10/11-3/11/		04/02/2012	11,721.19
Check Total:				11,721.19
Check No: 27555	Check Date: 04/02/2012	Vendor: 0995	Xerox Corporation	
060950409	B&W Copier usage; 12/20/11 - 3/21/		04/02/2012	224.51
060950408	Color copier usage; 12/28/11 - 3/27/		04/02/2012	1,579.37
500403879	Color copier lease		04/02/2012	425.71
500405309	B&W Copier lease		04/02/2012	518.30
Check Total:				2,747.89
Check No: 27556	Check Date: 04/02/2012	Vendor: 1894	Diana Ziolkowski	
1894-04	Facility Monitor; 3/25, 3/31, 4/1/12		04/02/2012	150.00
Check Total:				150.00
Check No: 27557	Check Date: 04/02/2012	Vendor: 1007	Ross Junkin	
1007-04	Junkin Jury Duty mileage reimburse		04/02/2012	98.37
Check Total:				98.37
Report Total:				88,680.17

April 9, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 27558 Through Check # 27558

In the Amount of \$84,225.59

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

			<u>Check Amount</u>
Check No: 27558	Check Date: 04/09/2012		
Vendor: 2487	Costco Wholesale Corporation		
2487-01	Traffic Mitigation Fee payment #1	04/09/2012	84,225.59
Check Total:			84,225.59
Date Totals:			84,225.59
Report Total:			0.00 84,225.59

April 13, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 04/13/12 consisting of:

PAYLOCITY CHECK # 1000458231 through PAYLOCITY CHECK # 1000458242 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$140,346.65

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

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

04/13/12 Payroll Voucher**Payroll Checks for Account Paylocity Account**

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102257	Regular	4/13/2012	Agnish, Ashley	44.32
102258	Regular	4/13/2012	Kirshenbaum, Kathleen	572.11
102259	Regular	4/13/2012	Lyon, Valerie	1,448.02
102260	Regular	4/13/2012	Matheson, Derek M	4,394.32
102261	Regular	4/13/2012	Mhooon, Darren S	1,278.56
102262	Regular	4/13/2012	Michaud, Joan M	1,721.72
102263	Regular	4/13/2012	Scott, Sharon G	2,657.02
102264	Regular	4/13/2012	Slate, Karla J	2,286.21
102265	Regular	4/13/2012	Hart, Richard	3,432.24
102266	Regular	4/13/2012	Mueller, Ann M	2,269.36
102267	Regular	4/13/2012	Cles, Staci M	1,722.80
102268	Regular	4/13/2012	Hagen, Lindsay K	1,375.72
102269	Regular	4/13/2012	Hendrickson, Robert	4,055.37
102270	Regular	4/13/2012	Parker, Cassandra	2,244.65
102271	Regular	4/13/2012	Dalton, Jesse J	1,748.49
102272	Regular	4/13/2012	Fealy, William J	1,691.79
102273	Regular	4/13/2012	Gaudette, John J	1,280.50
102274	Regular	4/13/2012	Hall, Ron	1,262.68
102275	Regular	4/13/2012	Johnson, Juan C	994.17
102276	Regular	4/13/2012	Junkin, Ross D	2,598.60
102277	Regular	4/13/2012	Wesley, Daniel A	1,975.56
102278	Regular	4/13/2012	Bykonen, Brian D	2,955.33
102279	Regular	4/13/2012	Christenson, Gregg R	2,636.66
102280	Regular	4/13/2012	Lyons, Salina K	2,198.18
102281	Regular	4/13/2012	Meyers, Robert L	3,113.34
102282	Regular	4/13/2012	Ogren, Nelson W	2,512.12
102283	Regular	4/13/2012	Thompson, Kelly	1,814.62
102284	Regular	4/13/2012	Morrissey, Mayson	2,543.18
102285	Regular	4/13/2012	Bahl, Rachel A	1,549.65
102286	Regular	4/13/2012	Newton, Ethan A	2,022.65
102287	Regular	4/13/2012	Patterson, Clifford	2,355.79
102288	Regular	4/13/2012	Thomas, Scott R	3,241.18
102289	Regular	4/13/2012	Akramoff, Glenn A	3,298.10
102290	Regular	4/13/2012	Bates, Shellie L	1,861.33
102291	Regular	4/13/2012	Buck, Shawn M	1,436.41
102292	Regular	4/13/2012	Parrish, Benjamin A	1,688.12
102293	Regular	4/13/2012	Vondran, Donald M	3,281.60
102294	Regular	4/13/2012	Beatty, Kyle B	136.90
102295	Regular	4/13/2012	Campbell, Noel M	149.39
102296	Regular	4/13/2012	Cox, Melissa	282.46
102297	Regular	4/13/2012	Felcyn, Adam	390.15
102298	Regular	4/13/2012	Foxworthy, Rebecca	401.95
102299	Regular	4/13/2012	Halbert, Mitchell S	32.11
102300	Regular	4/13/2012	Holmes, Kyle	104.43
102301	Regular	4/13/2012	Houghton, Cassandra L	326.51
102302	Regular	4/13/2012	Kiselyov, Tatyana	357.30
102303	Regular	4/13/2012	MacConaghy, Hailey	563.18

102304 Regular	4/13/2012	Middleton, Jordan	357.86
102305 Regular	4/13/2012	Mohr, Emily A	48.18
102306 Regular	4/13/2012	Mooney, Lynell	297.57
102307 Regular	4/13/2012	Perko, John	110.23
102308 Regular	4/13/2012	Beaufriere, Noreen	2,702.17
102309 Regular	4/13/2012	Throm, Victoria J	1,857.20
1000458231 Regular	4/13/2012	Newell, Nancy	44.32
1000458232 Regular	4/13/2012	Allen, Joshua C	972.25
1000458233 Regular	4/13/2012	Baughan, Jayson H.	314.15
1000458234 Regular	4/13/2012	Carkeek, Lena	247.26
1000458235 Regular	4/13/2012	Cochran, Neil A	69.74
1000458236 Regular	4/13/2012	Eastin, Tatiana	395.26
1000458237 Regular	4/13/2012	Hatch, Jenessa	304.08
1000458238 Regular	4/13/2012	Johansen, Andrea	382.08
1000458239 Regular	4/13/2012	Panzer, Erika	239.90
1000458240 Regular	4/13/2012	Powell, Sarajane L	234.61
Totals for Payroll Checks 63 Items			90,883.71

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102310	AGENCY	4/13/2012	ICMA Retirement Trust	14,400.08
102311	AGENCY	4/13/2012	Vantagepoint Transfer Agent-	358.78
102312	AGENCY	4/13/2012	City of Covington	3,033.83
102313	AGENCY	4/13/2012	Paylocity Corporation	125.00
102314	AGENCY	4/13/2012	City of Covington Employee	74.00
102315	AGENCY	4/13/2012	ICMA Retirement Trust	12,277.29
102316	AGENCY	4/13/2012	ICMA Retirement Trust	1,386.91
102317	AGENCY	4/13/2012	ICMA Retirement Trust	200.00
102318	AGENCY	4/13/2012	HRA VEBA Trust	1,050.00
1000458241	AGENCY	4/13/2012	WASH CHILD SUPPORT	110.41
1000458242	AGENCY	4/13/2012	United Way of King County	14.00
Totals for Third Party 11 Items			33,030.30	

Summary

Tax Liabilities	16,277.54
Paylocity Fees	155.10
Grand Total	<u>\$ 140,346.65</u>

Consent Agenda Item C-3

Covington City Council Meeting

Date: April 24, 2012

SUBJECT: CONSIDER RESOLUTION RESCINDING RESOLUTION NO. 12-02 AND RESCHEDULING THE PUBLIC HEARING DATE AND TIME FOR VACATION OF A PORTION OF 176TH PLACE SE, LOCATED BETWEEN SE WAX ROAD AND SE 270TH STREET.

RECOMMENDED BY: Richard Hart, Community Development Director
Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Resolution Setting the Public Hearing Date

PREPARED BY: Salina Lyons, Senior Planner

EXPLANATION:

On April 10, 2012 the city council passed Resolution No. 12-02 fixing the public hearing for a petition to vacate a portion of 176th Pl SE. The public hearing was scheduled for May 15, 2012 at 10:30 a.m. Due to scheduling conflicts, the public hearing needs to be rescheduled to May 17, 2012 at 10:30 a.m. The public hearing will be held before the City of Covington's hearing examiner, at Covington City Hall, 16720 SE 271st Street, Suite 100, Covington, Washington.

ALTERNATIVES:

- 1) None

FISCAL IMPACT:

No direct fiscal impacts are anticipated for setting the public hearing for the street vacation petition. The developer paid the application fee as outlined in the 2011 fee resolution.

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

Councilmember _____ moves, Councilmember _____ seconds, to pass a resolution rescinding Resolution No. 12-02 and adopt a new resolution rescheduling the public hearing regarding the street vacation of a portion of 176th Place SE, located between SE Wax Road and SE 270th Street to be Thursday, May 17, 2012, at 10:30 a.m. in the council chambers of the City of Covington.

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

RESOLUTION NO. 12-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, RESCINDING RESOLUTION NO. 12-02 AND FIXING A NEW PUBLIC HEARING FOR VACATION OF A PORTION OF 176TH PLACE SE LOCATED BETWEEN WAX ROAD AND SE 270TH STREET.

WHEREAS, Covington Investments II has petitioned the city to vacate a portion of the city's right-of-way abutting its property, specifically the southern portion of 176th Place SE, located between SE Wax Road and SE 270th Street; and

WHEREAS, RCW 35.79.010 and CMC 12.55.070 specifies the legislative authority of the city council to establish by resolution the time and date for a public hearing for the city's hearing examiner to consider the street vacation petition; and

WHEREAS, the city previously passed Resolution No. 12-02 to establish that the public hearing would be held before the City of Covington's hearing examiner, at Covington City Hall, 16720 SE 271st Street, Suite 100, Covington, Washington on May 15, 2012 at 10:30 a.m.; and

WHEREAS, the city council is rescheduling the public hearing to be held at Covington City Hall, 16720 SE 271st Street, Suite 100, Covington, Washington on May 17, 2012 at 10:30 a.m.

BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, as follows:

Section 1. Resolution No. 12-02 is hereby rescinded.

Section 2. The city council does hereby declare that the public hearing regarding the vacation of a portion of 176th Place SE, located between SE Wax Road and SE 270th Street shall be held before the City of Covington's hearing examiner, at **Covington City Hall, 16720 SE**

271st Street, Suite 100, Covington, Washington on May 17, 2012 at 10:30 a.m., at which time all persons interested in said right-of-way vacation are invited to appear and be heard.

Section 3. Public notice of the pending public hearing shall be posted in accordance with CMC 12.55 080.

PASSED in open and regular session on this 24th day of April, 2012.

Mayor Margaret Harto

ATTESTED:

APPROVED AS TO FORM:

Sharon Scott, City Clerk

Sara Springer, City Attorney

Consent Agenda Item C-4

Covington City Council Meeting

Date: April 24, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO APPROVE AN INTERLOCAL AGREEMENT WITH STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES FOR PRINTING SERVICES

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Proposed interlocal agreement.

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:

The city would like to use the printing services offered by the Washington State Department of Enterprise (DES). There will be considerable cost savings on all of our print services by switching from our current vendor to DES. This interlocal agreement does not obligate the city to use DES services; this simply gives us another option to use for printing services.

ALTERNATIVES:

1. Not approve the contract and make no changes in service.

FISCAL IMPACT: None

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

Councilmember _____ moves, Councilmember _____ seconds to authorize the City Manager to approve an interlocal agreement with State of Washington Department of Enterprise Services for printing services.

REVIEWED BY: Derek Matheson, City Manager

INTERLOCAL COOPERATION
AGREEMENT
BETWEEN

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

AND THE

CITY OF COVINGTON

THIS AGREEMENT, entered into under the authority and provisions of 39.34 RCW, is made and entered into by and between the State of Washington Department of Enterprise Services, Printing and Imaging Services, hereinafter referred to as "DES", and the City of Covington, hereinafter referred to as ("City")

The DES has printing equipment and provides printing services to state agencies. It is the purpose of this Interlocal Agreement to make available to the City, the printing services of DES, Printing and Imaging Services. It is therefore mutually agreed that:

STATEMENT OF WORK

When requested by the City, the DES agrees to do printing jobs on their behalf. Each printing job shall be completed on a time schedule mutually agreed to by the DES and the City for that job. With respect to each request, the DES shall furnish the necessary personnel and service and otherwise do all things necessary for or incidental to providing the printing services to the City. The DES has a main print plant located in Tumwater, which provides printing services for large printing jobs, multicolor jobs, and bulk mailings. In addition to the main plant, copy centers are located in Lacey and Tumwater for quick turnaround color and black/white printing requests.

The City shall reimburse the DES for each printing job at the DES's established rates, which shall, at a minimum, fully reimburse the DES for all of the direct and indirect costs incurred by the DES in performing the requested printing services.

TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement. The City reserves the right to contract independently for printing services with or without notice being given to DES.

PERIOD OF PERFORMANCE

The period of performance of this Agreement will commence upon date of final execution and continue until either party decides to terminate this Agreement as provided for below.

BILLING PROCEDURE

The DES shall submit invoices upon completion of the printed job. Copy center work will be billed at the end of every month. Payment to the DES for work completed will be made by warrant within 30 days of receipt of the invoice. Upon termination of the Agreement, any claim for payment not already made shall be submitted within 30 days after the termination date.

RECORDS MAINTENANCE

The parties to this Agreement shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either party, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. The DES will retain all books, records, documents, and other material relevant to this Agreement for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

AGREEMENT MAINTENANCE

The work described herein shall be performed under the coordination of the Program Manager of each of the parties as provided below, or their successors, who will provide assistance and guidance to the other party necessary for the performance of this Agreement.

HOLD HARMLESS

The City shall defend, protect and hold harmless the Department of Enterprise Services Printing and Imaging and State of Washington, or any employees thereof, from and against all suits or actions arising from jobs performed by the DES under this Agreement, which suits or actions allege libel or slander, injury to person or property, violation of a right of confidentiality, or use or reproduction of material of any kind which constitutes an infringement of any copyright, patent trademark or trade name.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties to this Agreement.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

FUNDING CHANGES

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion, the DES may terminate the Agreement under the "Termination" clause, subject to re-negotiation under those new funding limitations and conditions.

DISPUTES

In the event that the parties are unable to resolve a dispute under this Agreement, either party may request the formation of a three member Dispute Board, or other dispute resolution method agreed to by both parties in writing. If the Dispute Board method is used, then the membership of the board will be appointed as follows: one member by the DES, and one member by the City, and one member jointly by the parties to this Agreement. The Dispute Board shall evaluate the dispute and make a determination of the dispute with the majority prevailing. The determination

of the Dispute Board, or other dispute resolution method agreed to, shall be binding on the parties hereto.

ORDER OF PRECEDENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable federal and state statutes and regulations;
- b) Statement of work; and
- c) Any other provisions of the Agreement, including materials attached hereto, or incorporated herein by reference.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County.

AGREEMENT MANAGEMENT

Your Interlocal Agreement Agency # _____

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of the Agreement.

The program manager of the City of Covington is:

Mailing address: 16720 SE 271st St. #100
Covington, WA 98042

Delivery address: same as above

253-638-1110 phone
253-638-1122 fax
 email

Tax Identification #:

The program manager for the Department of Enterprise Services Printing and Imaging is:
Steve Freymond

Mailing address: P.O. Box 798
 Olympia, WA 98507-0798
Physical address: 7580 New Market St. SW
 Tumwater, WA 98502
 (360) 570-5555 phone
 (360) 586-8831 fax

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Covington

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES,
PRINTING AND IMAGING SERVICES

By: _____

By: Steve Freymond

Title: _____

Title: Operations Manager Customer Services

Signature: _____

Signature: _____

Date: _____

Date: _____

-

Agenda Item 1

Covington City Council Meeting

Date: April 24, 2012

SUBJECT: ADOPT FINAL 2012 COMPREHENSIVE PLAN AMENDMENT DOCKET

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENTS:

1. 2012 Comprehensive Plan Amendment Docket Instruction Guide and Timeline.
2. Application CPA 2012-01 Downtown Element DTP Policy 2.4 Requiring Ground Floor Retail, Restaurant, and/or Personal Services as Part of New Multi-Story, Multi-Family Residential or Mixed-Use Developments in the Town Center (TC) Zone.
3. Application DRA 2012-01 Amendments to the City's Zoning and Development Code, Chapter 18-31, Implementing Town Center Policy Changes from CPA 2012-01.
4. Application CPA 2012-02 Comprehensive Plan Policy Amendments to Introduction Chapter and Chapter 2, the Land Use Element, Relating to Criteria for Annexation of Unincorporated Areas.
5. Comment Letters from Ashton, DevCo. Inc., 1st Western Properties, and Windermere Real Estate on CPA 2012-01 and DRA 2012-01.

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

The final deadline for submittal of proposed items to be considered as part of the 2012 Comprehensive Plan and Development Regulation Amendment Docket was February 13, 2011. The Instruction Guide and Timeline for a Comprehensive Plan and/or Development Regulation Amendment, as posted on the city's website, are included herein as Attachment 1.

This year there were two proposed Comprehensive Plan Amendments (CPA) and one proposed Development Regulation Amendment (DRA) reviewed by the Planning Commission as part of the formal docketing process. One CPA and one DRA were initiated by the Planning Commission, both relating to requiring ground floor retail, restaurant, and/or personal services as part of mixed-use projects, and requiring a minimum of 3-story projects in the Town Center (TC) Zone. The final CPA was initiated by the Community Development Department and involves updating and amending the annexation policies in the Land Use Element of the Comprehensive Plan in preparation for the Urban Growth Area (UGA) study and potential annexation of the "Northern Gateway" area.

The Planning Commission held several meetings during March and April of 2012, and a public hearing on April 5, 2012, to discuss the above proposed amendments. The Commission also reviewed several comment letters regarding the proposed amendments to require ground floor retail, restaurant, and/or personal service uses in the Town Center (TC) Zone. The individuals commenting objected to these proposed amendments because they deem that the market cannot support that amount of ground floor retail in the TC Zone and that such requirements would

exclude development that currently desires to locate in the TC Zone, thereby hindering the city's vision and goal of having a vibrant Town Center. See Attachments 5 and 6.

After carefully considering all information and comments provided, the following list represents the proposed 2012 CPA & DRA Docket, as recommended by the Planning Commission:

1. CPA 2012-01: Downtown Element of the Comprehensive Plan, DTP Policy 2.4 Requiring Ground Floor Retail, Restaurant, and/or Personal Services as Part of New Multi-Story, Multi-Family Residential or Mixed-Use Developments in the Town Center (TC) Zone.
2. DRA 2012-01: Covington Zoning and Development Code, CMC 18-31, Code Amendments Implementing Policy Changes from CPA 2012-01, Requiring Ground Floor Retail, Restaurant, and Personal Services, as well as requiring a minimum of 3-story development projects in the Town Center (TC) Zone.
3. CPA 2012-02: Introduction Chapter and Chapter 2, Land Use Element, of the Comprehensive Plan, Amendments Relating to Criteria for Annexation of Unincorporated Areas.

Tonight, the city council's action is to officially act on the recommendations of the Planning Commission and set the final 2012 CPA and DRA Docket. This council decision is *only* to approve the final Docket of CPA and DRA amendments and not to formally debate the merits of the proposed amendments. This is not the final decision point for adoption of any of the amendment items themselves.

After the council adopts the final 2012 Docket, the Planning Commission and city staff will review the final Docket requests and hold a formal public hearing this summer. The Planning Commission will then provide a final recommendation on each item to the council this fall, including how they might impact the Comprehensive Plan and the associated development and design regulations. Per CMC 14.25, the city council must then hold a public hearing and make a final decision of which amendments to adopt by ordinance prior to December 31, 2012.

ALTERNATIVES:

The council has a choice to docket all, none, or selected items recommended by the Planning Commission. If the council desires to add or remove an item from the Planning Commission's proposed 2012 Docket, pursuant to CMC 14.25.050, the council must hold a public hearing regarding such proposed additions or removals. A public hearing for this purpose could be held at the end of May or early June and would be subject to the regular legal noticing requirements for such public hearings.

FISCAL IMPACT:

Although the docketed items have no direct monetary costs, there are ancillary costs associated with staff time and materials, such as additional mapping analysis used for evaluation, and the final cost of implementation and printing of updates to the Comprehensive Plan binders, city maps, and code updates with MRSC.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Council member _____ moves, and council member _____ seconds that the city council set the official 2012 Comprehensive Plan and Development Regulation Amendment Docket as recommended by the Planning Commission to include two Comprehensive Plan Amendments: CPA 2012-01 and CPA 2012-02 and one Development Regulation Amendment: DRA 2012-01.

REVIEWED BY: City Manager
 City Attorney
 Finance Director



CITY OF COVINGTON
 Community Development Department
 16720 SE 271st Street • Suite 100 • Covington, WA 98042
 Phone: 253-638-1110 • Fax: 253-638-1122
 www.ci.covington.wa.us

I-430

COMPREHENSIVE PLAN AMENDMENT INSTRUCTION GUIDE AND TIMELINE

2012 Application Deadline: February 13, 2012

This guide is intended to explain the comprehensive plan amendment process pursuant to City of Covington Municipal Code Chapter 14.25 and to provide guidance in completing an application for such an amendment. Also included in these instructions is the current year's timeline of specific dates and deadlines. Please direct any questions regarding this process to the Department of Community Development, at 253-638-1110 or via e-mail to amueller@covingtonwa.gov.

Purpose

The comprehensive plan is a document which guides the nature and intensity of development in the City of Covington. An amendment to the plan is a mechanism by which the city may periodically modify its land use, development, or growth policies to reinforce the role of the plan in guiding growth in our community. A comprehensive plan amendment may involve a related change in development regulations or the City's zoning map. Any proposal for a related development regulation or zoning map amendment should be included on the comprehensive plan amendment application and is subject to the same procedures and timeline.

Application Period

The City Council will consider comprehensive plan amendments on an annual basis only (except for emergencies and certain other exemptions), as required by the State Growth Management Act (GMA). Applications to initiate an amendment may be submitted only during the period specified in the current year's timeline, by the deadline indicated at the top of these instructions.

Note that proposals for changes to development regulations or the zoning map that do not require a comprehensive plan amendment follow the process outlined in Covington Municipal Code Chapter 14.27 and may be proposed at any time of the year.

Who May Apply?

Any person or entity (e.g., private citizens, groups, City departments, Planning Commission or City Council) may initiate a non site-specific amendment to the plan, i.e., a proposal to change the plan text language or a general modification of the City's future land use map. Only property owners or their authorized agents may initiate a site-specific amendment to the Plan.

An individual or group may seek sponsorship of a non site-specific comprehensive plan amendment from the City

Council if they feel that it has broad significance for the public good of the City. If the Council agrees to sponsor an amendment, the application fee is waived. A Council-sponsored amendment proposal must be submitted by the deadline date above.

Fee

Please refer to the City's current fee resolution for updated fees. Depending on the nature of the proposed amendment, a SEPA (environmental) checklist and additional applicable fee may be required before the application is considered by the Planning Commission.

Procedure

1. Application. To propose a comprehensive plan amendment, an individual should fill out the application form (available online and at City Hall), provide any required materials, and pay the application fee. A pre-application meeting with City staff is strongly encouraged prior to submittal of an application. The application must be submitted no later than 5 p.m. on the deadline date. Proposed amendments that are deemed complete become part of the preliminary "docket" (the list of proposed amendments to be considered).

2. Comment period. Within two weeks of the application deadline date, the City will solicit public comment on the preliminary docket by posting it on the City website and making it available at City Hall. The preliminary docket will include a description of each proposed amendment in non-technical terms. Interested citizens may submit comments or suggestions (supportive, opposing, clarifying) related to the proposed amendment. Comments or questions may be e-mailed to amueller@covingtonwa.gov or delivered to City Hall. Comments should be made within the two-week period as specified on the timeline.

3. Preliminary review and determination of final docket. The Community Development Director will briefly evaluate whether proposed amendments meet the selection/decision criteria below, and make a recommendation to the Planning Commission and City Council as to which proposals should be placed in the final docket. At its discretion, the City Council may hold a joint workshop with the Planning Commission to consider the recommendations. The Planning Commission will hold a public hearing and make a formal recommendation to the Council, and the City Council will thereafter decide which amendment proposals will be included in the final docket.

4. **Final review and decision.** The Community Development Department staff will prepare a staff report for all amendment proposals placed in the final docket. The Planning Commission will evaluate the proposed amendments, hold a public hearing, and make a recommendation to the City Council. The Council will consider the recommendation and make the final decision to approve, deny, or modify the proposed comprehensive plan amendments and any related development regulation amendments.

Selection/Decision Criteria

(1) Proposed amendments that meet one of the following criteria will be included on the preliminary docket for Planning Commission/Council consideration:

- (a) If the proposed amendment is site-specific, the subject property is suitable for development in general conformance with adjacent land use and the surrounding development pattern, and with zoning standards under the potential zoning classifications.
- (b) State law requires or a decision of a court or administrative agency has directed such a change.
- (c) There exists an obvious technical error in the pertinent comprehensive plan provision.

(2) Proposed amendments that do not meet one of the criteria in (1) must meet all of the following criteria in order to be placed in the preliminary docket:

- (a) The amendment represents a matter appropriately addressed through the comprehensive plan, and the proposed amendment demonstrates a public benefit and enhances the public health, safety and welfare of the city.
- (b) The amendment is in compliance with the three-year limitation rules as specified in the Covington Municipal Code (14.25.040(3)).
- (c) The amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council.
- (d) The proposed amendment addresses significantly changed conditions since the last time the pertinent comprehensive plan map or text was amended. "Significantly changed conditions" are those resulting from unanticipated consequences of an adopted policy, or changed conditions on the subject property or its surrounding area, or changes related to the pertinent comprehensive plan map or text; where such change has implications of a magnitude that need to be addressed for the comprehensive plan to function as an integrated whole.
- (e) The proposed amendment is consistent with the comprehensive plan and other goals and policies of the City, the King County Countywide Planning Policies, the Growth Management Act, other state

or federal law, the Washington Administrative Code and other applicable laws.

Completing the Application

Requests for amendments must be submitted by the deadline date on the application form provided by the Department. The applicant must provide all information requested on the application and answer with as much detail as possible as to how the proposal meets the selection/decision criteria.

A. Contact Information

Give the name and contact information of the applicant. If a lawyer or group is acting on behalf of or jointly with the applicant, complete agent contact information. Indicate the primary contact person. For site-specific amendments only, also complete contact information for property owner(s).

B. Amendment Type

Indicate whether the proposed amendment is site-specific (involving only one or two properties), or is area-wide or a change to the text of the comprehensive plan.

C. Site-Specific Amendments

Complete address, parcel, and legal descriptions for property. Indicate proposed change to land use map designation (and proposed change to zoning map if applicable).

D. Area-wide and Textual Amendments

Provide proposed language for a change to the text of the comprehensive plan (and to the text of development regulation(s) if applicable).

E. Section/Decision Criteria

Provide detailed information as to how the proposed amendments meet the selection/decision criteria.

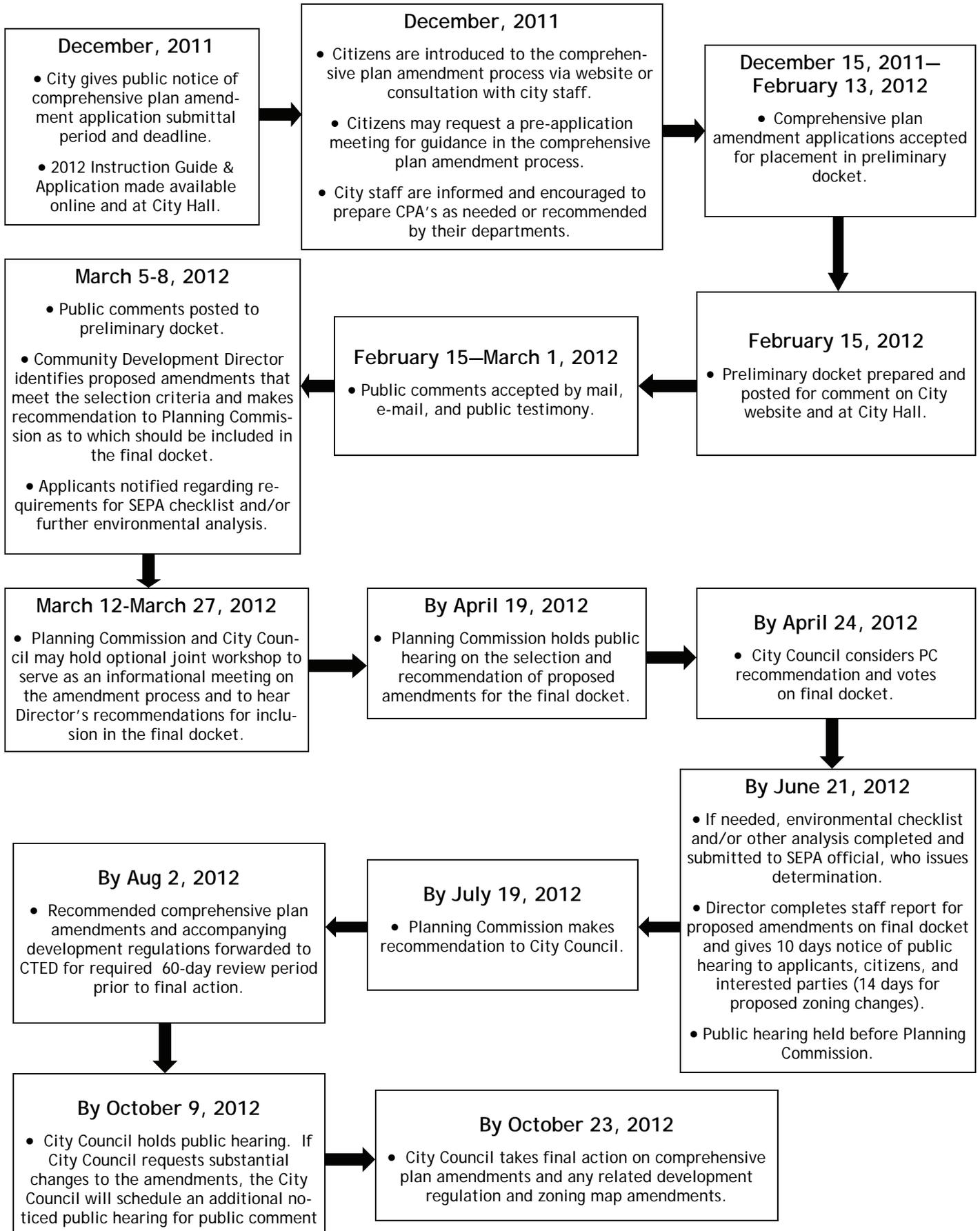
F. Costs and Benefits, Additional Information

Provide information on the costs and benefits to the public, both monetary and non-monetary, and describe any additional information that supports the proposed amendment.

G. Signature

The applicant or the applicant's agent must sign the application, indicating that these instructions have been read and that the information provided on the application is true and correct. Property owners applying for site-specific amendments must also sign and have notarized a Property Owner Declaration.

PROPOSED COMPREHENSIVE PLAN AMENDMENT TIMELINE





CITY OF COVINGTON
 Community Development Department
 16720 SE 271st Street • Suite 100 • Covington, WA 98042
 Phone: 253-638-1110 • Fax: 253-638-1122
 www.ci.covington.wa.us

COMPREHENSIVE PLAN AMENDMENT APPLICATION

2012 Application Deadline: February 13, 2012

STAFF USE ONLY	Docket Number: <u>CPA 2012-01</u>	Application Date: <u>02-09-2012</u>
	<input checked="" type="checkbox"/> City-initiated <input type="checkbox"/> Privately-initiated	

APPLICANT Primary Contact Person

Name: Covington Planning Commission

Address: Covington City Hall

City/State/Zip: Covington, WA 98042

Phone: _____ Fax: _____

E-mail Address: _____

Signature: _____

AGENT Primary Contact Person

Name: Ann Mueller, Senior Planner

Address: 16720 SE 271st Street • Suite 100

City/State/Zip: Covington, WA 98042

Phone: 253-638-1110 Fax: _____

E-mail Address: amueller@covingtonwa.gov

Signature: _____

PROPERTY OWNER

Name: N/A—Non Site Specific: Proposed Comprehensive Plan Down Town Element policy amendment will affect property in the Town Center Focus Area.

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

PROPERTY OWNER 2

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____

Signature: _____

TYPE OF COMPREHENSIVE PLAN AMENDMENT

This is a **site-specific** amendment proposal. Complete site-specific information below.

This is a **non-site-specific** amendment proposal. Complete area-wide/textual amendment information.

This amendment proposal involves changes to development regulation text and/or tables and/or changes to the zoning map. Complete a separate Application for Development Regulation and/or Zoning Map Amendment.

SITE-SPECIFIC AMENDMENTS

Give street address or, if vacant, indicate lot(s), block, and subdivision OR tax lot number, access street and nearest intersection. If proposal applies to several parcels, list the streets bounding the area.

ADDRESS(ES): _____

ASSESSOR'S PARCEL NUMBER(S): _____ SITE AREA: _____

LEGAL DESCRIPTION(S): _____

PROPOSED CHANGE TO FUTURE LAND USE MAP DESIGNATION: FROM _____ (CURRENT) TO _____ (PROPOSED)

PROPOSED CHANGE TO OFFICIAL ZONING MAP DESIGNATION: FROM _____ (CURRENT) TO _____ (PROPOSED)

AREA-WIDE & TEXT AMENDMENTS

Chapter and section of comprehensive plan to be amended: 4.0 Downtown Element 4.5.2 Town Center Focus Area

Indicate either conceptual or specific amendatory language. Please be as specific as possible to aid in the evaluation of your proposal. If specific changes are proposed, please indicate current language and proposed language.

The proposed amendment to the Downtown Element consists of the following changes: DTP 2.4 Encourage residential uses in the Town Center Focus Area at more urban densities, greater than 24 units per acre, making efficient use of prime land, supporting transit friendly and pedestrian-oriented retail, and encouraging inclusion of residential uses in new mixed-use projects with ground floor retail, restaurant or personal services. as well as
~~supporting stand-alone multi-family housing developments.~~

DESCRIBE HOW PROPOSAL MEETS DECISION CRITERIA

An amendment may be considered for placement on the final docket under any one of the following circumstances. Check the applicable box, and describe in detail how the proposed amendment complies with the criterion. Attach additional sheets as necessary.

If the proposed amendment is site-specific, the subject property is suitable for development in general conformance with adjacent land use and the surrounding development pattern, and with zoning standards under the potential zoning classifications.

State law requires, or a decision of a court or administrative agency has directed such a change.

There exists an obvious technical error in the pertinent comprehensive plan provision.

DESCRIBE HOW PROPOSAL MEETS SELECTION / DECISION CRITERIA (CONT'D.)

If none of the three conditions on p.2 apply, then the proposed amendment must meet *all five* of the following criteria. Please answer the following questions, providing specific details and attaching additional sheets as necessary.

1. Explain how the proposed amendment is appropriately addressed through the comprehensive plan and how it would be a public benefit to the City of Covington (i.e. enhances the public health, safety, and welfare).

This proposal to direct multi-family development into mixed use, multi-storey structure in the Town Center Focus Area in the Downtown zone will ensure residential development is part of a diverse and vibrant mixed-use town center with a pedestrian scale and active streetscape in the heart of the downtown which fulfills the vision for the Town Center Focus Area.

2. Proposed amendments that are the same or substantially-similar to an amendment proposed during the last three amendment cycles are not eligible for consideration, except in certain cases due to geographic expansion by the City (see CMC 14.25.040(3)). Has the same or a substantially-similar amendment been proposed during the last three annual amendment cycles? No Yes

If yes, how has geographic expansion necessitated the proposed amendment?

N/A

3. Does the proposed amendment raise any policy or land-use issues that are more appropriately addressed by an ongoing work program approved by the City Council? No Yes

Please explain:

This is a Planning Commission initiated amendment to ensure that any future multi-family development in the Town Center focus area is part of a mixed- use multi-story structure with ground floor retail, restaurant or personal services.

4. Explain how the proposed amendment addresses significantly changed conditions since the last time the pertinent comprehensive plan map or text was amended. "Significantly changed conditions" are those resulting from unanticipated consequences of an adopted policy, or changed conditions on the subject property or its surrounding area, or changes related to the pertinent comprehensive plan map or text; where such change has implications of a magnitude that need to be addressed for the comprehensive plan to function as an integrated whole.

The Downtown Element was last amended in 2009, since then the Town Center Focus Area has seen approval of a large single use structure for medical services. Upon further consideration and to help fulfill the vision of having a vibrant Town Center with mixed uses, active streetscapes, and ground floor commercial uses this amendment is proposed to ensure that any proposed multifamily development in the Town Center would be part of a mixed use, multi-story structure that requires ground floor retail, restaurant or personal services.

DESCRIBE HOW PROPOSAL MEETS SELECTION / DECISION CRITERIA (CONT'D.)

5. Explain how the proposed amendment is consistent with:

(a) The vision, goals, and policies of the comprehensive plan, and other goals and policies of the City:

This proposal is consistent with the vision of the TC being the heart of the downtown area. Goal DTG 2.0 is to implement a walkable, pedestrian scale mixed use-development pattern that emphasizes the public realm at the heart of the downtown. A mixed use, multi-story structure with multifamily and/or office above a ground floor with commercial uses will provide for a more pedestrian oriented streetscape and a variety of uses for residents and workers in Covington. This amendment will also require a development code change.

(b) The Countywide Planning Policies, the Growth Management Act, State Environmental Policy Act (SEPA), the Washington Administrative Code, and other applicable state and federal laws.

The proposed changes outlined above are consistent with Countywide Planning Policies, the Growth Management Act, SEPA and WAC for concentrated and sustainable growth and development. This Comprehensive Plan text amendment will also require a supplemental development regulation amendment.

COSTS & BENEFITS / ADDITIONAL INFORMATION

1. Describe the effects of the proposed amendment in terms of costs and benefits to the public, both monetary and non-monetary.

The proposed change to the mix of development is to encourage commercial and retail uses on the ground floor that will result in a more pedestrian -friendly and active streetscape, it will strengthen the vision of the community and align with true sustainable development patterns, which will be more cost effective and efficient in the long term.

2. Describe and/or attach any studies, research information, or further documentation that will support this proposal.

N/A

CERTIFICATION / SIGNATURE

I have reviewed the Comprehensive Plan Amendment Instruction Guide and Timeline, and certify that the information provided on this application is true and correct.

Applicant's/Agent's Signature

Date

Please note: If this is a site-specific amendment proposal, all affected property owners must complete, sign, and have notarized a Property Owner Declaration.

Proposed 2012 amendment

City of Covington Comprehensive Plan

DOWNTOWN ELEMENT

4.5 Goals and Policies

4.5.2 Town Center Focus Area

VISION: The Town Center Focus Area should be the central community-oriented heart of the downtown with public plazas and civic buildings, public spaces and landmarks, a mix of multi-story residential, office, service and retail uses; contain short block sizes on a rectangular grid system that are conducive to walking; focus around a traditional “Main Street” with sidewalk cafes and ground floor retail uses where Covington residents and visitors outside the community can come to shop, socialize, relax, and attend special community events; and be located south of SE 272nd St.

DTG 2.0 Use a new Town Center land use and zoning designation to proactively implement a walkable, pedestrian scale mixed-use development pattern that emphasizes the public realm at the heart of the downtown.

DTP 2.1 Apply the Town Center designation to a single area comprised of large parcels suitable for development or redevelopment that are central to downtown and accessible from highways and major arterials.

DTP 2.2 Allow one new large-format retail store to be built within the Town Center Focus Area. The City should adopt development regulations requiring this store to be located west of the proposed 171st Avenue SE, as projected. Any new large-format retail facility should be set back from the proposed 171st Avenue SE a sufficient distance to allow the future construction space for street-frontage, pedestrian-oriented retail, reasonable pedestrian connections, and complimentary uses along the proposed 171st Avenue SE. Access for service and delivery vehicles to the large-format retail facility should be prohibited from using the proposed 171st Avenue SE. There should be no curb cuts along the proposed 171st Avenue SE providing vehicular access of any kind to the large-format retail

facility (except for emergency vehicle access, if required by the Fire Marshall).

DTP 2.3 The City should move forward with efforts to acquire property for a civic building and plaza space within the new Town Center Focus Area, that is consistent with the vision of the new Town Center Concept Plan, supports an interactive pedestrian-oriented Streetscape, and provides that unique, identifiable public gathering space with public business and community functions. The civic building and plaza space should support other potential future public investments such as a public parking facility, a transit center/park-and-ride facility, and a community center, and be adjacent to the pedestrian-oriented “Main Street”.

DTP 2.4 Encourage residential uses in the Town Center Focus Area at more urban densities, greater than 24 units per acre, making efficient use of prime land, supporting transit friendly and pedestrian-oriented retail, and encouraging inclusion of residential uses in new mixed-use projects with ground floor retail, restaurant and/or personal services.~~as well as supporting stand-alone multi-family housing developments.~~

DTP 2.5 Zoning and development regulations in the Town Center Focus Area should promote specific types and a mix of uses, building forms and public realm improvements described in the Town Center Vision statement, including retail, service, office, health care, and residential uses.

DTP 2.6 Provide incentives for innovative, affordable housing development and encourage workforce housing targeted for workers expected to fill retail and service jobs within the downtown.

DTP 2.7 Recognize Downtown as uniquely suited to supporting special-needs housing due to the convenience of nearby health services.

DTP 2.8 Encourage transit oriented development (TOD) where feasible, to locate within the Town Center Focus Area.

DEVELOPMENT REGULATION AMENDMENT (CONT'D.)

3. Provide either conceptual or specific amendatory language. Please be as specific as possible to aid in the evaluation of your proposal.

Add a new note to the table in 18.31.080 for Dwelling Unit, Multi-family” permitted in the TC zone.

26. Multifamily residential dwellings in the TC zone shall be located in a minimum three-story mixed use structure. 60% or more of the ground floor abutting a street, public space, public plaza and/or public green space shall be occupied by one or more of the following permitted uses: retail, restaurant or personal services. Driveways, service and truck loading areas, parking garage entrances and lobbies shall not be included in calculating the required percentages of ground floor use.

ZONING MAP AMENDMENT

PROPOSED CHANGE TO ZONE DESIGNATION: FROM _____ (CURRENT) TO _____ (PROPOSED)

SURROUNDING ZONE DESIGNATIONS: EAST: _____ WEST: _____ NORTH: _____ SOUTH: _____

COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION: _____

CURRENT LAND USE: _____

If this is a site-specific zoning map amendment, complete the following property information. Give street address or, if vacant, indicate lot(s), block, and subdivision OR tax lot number, access street and nearest intersection. If proposal applies to several parcels, list the streets bounding the area.

ADDRESS(ES): _____

ASSESSOR'S PARCEL NUMBER(S): _____

SITE AREA: _____ sq. ft. / acres (circle one)

LEGAL DESCRIPTION(S): _____

DESCRIBE HOW PROPOSAL MEETS DECISION CRITERIA

1. Proposed amendments that are the same or substantially-similar to an amendment proposed during the last three years are not eligible for consideration, except in certain cases due to geographic expansion by the City (see CMC 14.25.040(3)). Has the same or a substantially-similar amendment been proposed during the last three years? XNo Yes

If yes, how has geographic expansion necessitated the proposed amendment?

DESCRIBE HOW PROPOSAL MEETS DECISION CRITERIA

2. Explain how the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan.

This code amendment is consistent with the vision, goals and policies of the Downtown Element of the Comprehensive Plan to ensure a vibrant and pedestrian friendly Town Center. This amendment is in conjunction with an amendment to the Comprehensive Plan associated with residential development in the Town Center focus area and will implement the policy change to require residential development in the Town Center to be located in a multi-story, mixed-use building with ground floor retail, restaurant and/or personal services uses.

3. Explain how the proposed amendment is consistent with the scope and purpose of the City's zoning ordinances and the description and purpose of the zone classification applied for.

The proposed code language is consistent with the City's zoning ordinances and specifically the purpose and intent of the downtown development and design standards (CMC 18.31.010 (3))

4. Explain how circumstances have changed substantially since the establishment of the current development regulation, zoning map or district to warrant the proposed amendment.

Upon further reflection and consideration Covington's Planning Commission has determined there is a benefit to requiring residential development in the Town Center Focus Area to be part of a mixed-use, multi-story structure with ground floor retail, restaurant or personal service uses to make sure the heart of downtown is pedestrian oriented, human in scale and economically healthy with mixed-use buildings and higher density residential housing. Without this amendment the opportunity may be lost if a large scale residential development is proposed without associated commercial and retail space to serve the needs of the residents and workers in the Covington.

5. Explain how the proposed zoning is consistent and compatible with the uses and zoning of surrounding property.

This amendment includes existing uses that are consistent with the uses currently allowed in the Town Center Focus area and is compatible with the uses in the surrounding areas.

6. Explain how the property that is the subject of the amendment is suited for the uses allowed in the proposed zoning classification.

This proposed amendment is for property located in the Town Center Focus Area and does not change any allowed uses but clarifies that residential development must be in a multi-story, mixed-use development with ground floor retail, restaurant or personal service uses.

7. Explain how adequate public services could be made available to serve the full range of proposed uses in that zone.

This proposed amendment does not add any new uses to the existing zoning and uses allowed in the TC Focus Area not additional public services would be required due to this code amendment.

COSTS & BENEFITS / ADDITIONAL INFORMATION

1. Describe the effects of the proposed amendment in terms of costs and benefits to the public, both monetary and non-monetary.
The proposed change to the mix of required development is to encourage commercial and retail uses on the ground floor that will result in a more pedestrian-friendly and active streetscape. It will strengthen the community's vision of the Town Center and align with true sustainable development patterns, which will be more cost effective and efficient in the long term.

2. Describe and/or attach any studies, research information, or further documentation that will support this proposal.

N/A

CERTIFICATION / SIGNATURE

I have reviewed the Development Regulation/Zoning Map Amendment Instruction Guide, and certify that the information provided on this application is true and correct.

Applicant's/Agent's Signature

Date

Please note: If this is a site-specific amendment proposal, all affected property owners must complete, sign, and have notarized a Property Owner Declaration.

Proposed Amendments 2012

Covington Municipal Code

Chapter 18.31

Downtown Development and Design Standards

18.31.080 Permitted land uses.

(1) The use of a property is defined by the activity for which the building or lot is intended, designed, arranged, occupied or maintained. The use is considered permanently established when that use will or has been in continuous operation for a period exceeding 60 days. A use which will operate for less than 60 days is considered a temporary use, and subject to the requirements of Chapter [18.85](#) CMC.

(2) Explanation of Permitted Use Table.

(a) The permitted use table in this chapter determines whether a use is allowed in a district. The name of the district is located on the vertical column and the use is located on the horizontal row of these tables.

(b) If the letters “NP” appear in the box at the intersection of the column and the row, the use is not permitted in that district, except for certain temporary uses.

(c) If the letter “P” appears in the box at the intersection of the column and the row, the use is allowed in that district subject to the review procedures specified in Chapter [14.30](#) CMC and the general requirements of the code.

(d) If the letter “C” appears in the box at the intersection of the column and the row, the use is allowed subject to the conditional use review procedures specified in Chapter [14.30](#) CMC and conditional use fees as set forth in the current fee resolution, and the general requirements of the code.

(e) If a number appears next to a specific use or in the box at the intersection of the column and the row, the use may be allowed subject to the appropriate review process indicated above, the general requirements of the code and the specific conditions indicated in the permitted use conditions with the corresponding number in the code subsection immediately following the permitted use table.

(f) All applicable requirements shall govern a use whether or not they are cross-referenced in a section.

(3) Permitted Use Table.

Use Categories	Town Center (TC)²³	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO)¹
Residential				
Dwelling Unit, Accessory	NP	NP	NP	P ²
Dwelling Unit, Multifamily	P ²⁶	P	P	P

Dwelling Unit, Single-Family Attached, Detached or Cottage Housing ²¹	NP	NP	NP	P ²
Senior Citizen Assisted Housing	P	P	P	C
Commercial				
Adult Entertainment	NP	P ³	P ³	NP
Business Services ¹⁹	P ⁵	P	P	P ^{4,5}
Drive Through Use	NP	P	P	NP
Farmers' Markets and Public Markets ⁶	P	P	P	NP
Gambling and Card Rooms	NP	NP	NP	NP
Home Occupation and Live/Work	P	P	P	P
Outdoor Commercial	NP	NP	P	NP
Personal and Beauty Services ^{20,21}	P	P	P	P
Private Electric Vehicle Parking Facility (Primary Use)			P ^{5,24}	
Private Parking Facility (Primary Use)	NP	NP	NP	NP
Professional Office	P	P	P	P
Retail Trade and Services – 100,000 sq. ft. or less for all structures	P ⁵	P	P ¹⁰	P ^{4,5}
Retail Trade and Services – greater than 100,000 sq. ft. for all structures	C ^{5,9,18}	P	P ¹⁰	NP
Shooting Ranges ²⁵	NP	NP	P	NP
Storage/Self Storage	NP	P ⁵	P	NP
Temporary Lodging/Hotel	P	P	P	C ²²
Cultural/Recreation				
Cinema, Performing Arts and Museums	P	P	P	NP
Meeting Hall/Other Group Assembly	P	P	P	C
Recreation, Indoor or Outdoor	C	P	P	P
Religious	C ⁷	P	P	C
Health Services				
Emergency Care Facility	C ^{9,18}	P	NP	NP
Hospital	NP	P	NP	NP
Medical Office/Outpatient Clinic	P ⁸	P	NP	P
Nursing/Personal Care Facility	NP	P	NP	C

Industrial/Manufacturing				
Asphalt Plants	NP	NP	NP	NP
Light Industrial/Manufacturing	NP	NP	P ¹⁰	NP
Government/Institutional ¹¹				
Essential Public Facilities	NP	NP	C	NP
Government Services	P	P	P	P ¹²
Major Utility Facility	C ¹⁴	C	P	C
Minor Utility Facility	P ¹⁵	P	P	P
Schools: Compulsory, Vocational and Higher Education	C ¹³	P	NP	C
Communication Facilities ¹⁶				
Antenna	P	P	P	P
Transmission Support Structure	C ¹⁷	C	P	NP

(4) Permitted Use Conditions.

1. a. Unless the use can be accommodated within an existing structure, development and/or redevelopment in the Covington Firs and Covington Township subdivisions shall be a minimum of two acres;
 - b. Be contiguous to a non-single-family use of two acres or more to be eligible to redevelop to a new use; and
 - c. Successive development cannot isolate existing single-family residential lots less than two acres (as a group) between developments.
2. a. No new subdivision of land is permitted for single-family homes except for townhouses and cottage developments. The exception is a binding site plan for commercial uses.
 - b. New single-family homes are allowed on existing single-family lots.
 - c. An accessory dwelling unit is allowed as an accessory to a single-family detached unit subject to the development standards in CMC [18.25.030\(7\)](#).
3. Adult entertainment uses are prohibited within certain locations pursuant to the development standards provided in Chapter [5.20](#) CMC and CMC [18.25.040\(2\)](#).
4. This use is restricted to a maximum of 5,000 gross square feet within the MHO district.
5. Services and operations other than customer parking shall be fully contained within a structure.
6. Temporary farmers' and public markets shall be permitted in accordance with CMC [18.85.125](#).

7. The development shall not occupy more than one acre for the total of the site development, including any planned phases and/or expansions.
8. a. Buildings greater than four stories shall provide 80 percent of required parking within a structure. Structured parking shall not front onto 171st Ave SE.
 - b. Medical office uses greater than two stories shall have a minimum of 60 percent ground floor retail trade and services and 40 percent business and professional services when fronting onto 171st Ave SE.
9. The development shall be located west of the proposed 171st Ave SE road alignment with frontage onto 168th PI SE or the planned SE 276th St. alignment.
10. All structures shall meet the required setbacks, landscaping and all other standards contained in this chapter. Equipment storage, manufacturing activities, and wrecked, dismantled and/or inoperative vehicles shall be enclosed in a structure or fully screened from public right-of-way, including SE 272nd St. and Covington Way with Type I landscaping in accordance with CMC [18.40.040](#).
11. Maintenance yards, substations and solid waste transfer stations are not permitted in the TC, MC, or MHO downtown zoning districts.
12. Transit stations and park and ride facilities, not including bus stops, shall be reviewed by a conditional use permit pursuant to CMC [18.125.040](#).
13. All schools for compulsory, vocational and higher education shall be located on the upper floors of a mixed use building that includes ground-floor commercial uses.
14. All facilities shall not occupy more than one acre of a site and the facility shall be screened with Type I landscaping in accordance with CMC [18.40.040](#).
15. Minor utility facilities, such as telecom, fiber optics, Internet and similar facilities, shall be located within a fully enclosed structure, unless otherwise determined by the Director.
16. Chapter [18.70](#) CMC, Development Standards – Communication Facilities, outlines the approval and review process. In the event of a conflict between the requirements of Chapter [18.70](#) CMC and the requirements of this chapter, Chapter [18.70](#) CMC shall govern.
17. All transmission support structures shall be mounted on a building.
18. a. Emergency care facilities shall not occupy more than four acres for the total of the site development including any planned phases and/or expansions of the emergency care use;
 - b. Shall not exceed 50,000 square feet of total building square footage; and
 - c. Shall not exceed more than two stories or 35 feet whichever is greater.

19. Gasoline service stations and battery exchange stations are limited to the general commercial and mixed commercial districts and subject to the following conditions:

- a. A gasoline service station shall be limited to eight pumps and 16 price gauges to service no more than 16 vehicles.
- b. A battery exchange station shall provide a minimum of three stacking spaces.
- c. Stacking spaces and drive-through facilities shall be designed in accordance with CMC [18.50.080](#).
- d. Any associated materials, equipment storage, outdoor storage tanks and battery exchange activities shall be within a fully enclosed structure, unless otherwise determined by the Director.

20. a. No burning of refuse or dead animals is allowed;

- b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot-high solid wall and surfaced with concrete or other impervious material;
- c. Subject to animal keeping provisions of Chapter [18.80](#) CMC;
- d. Prior to issuance of a development permit, documentation shall be provided by a qualified acoustical consultant, for approval by the Community Development Director, verifying that the expected noise to be emanating from the site complies with the standards set forth in WAC 173-60-040(1) for a Class B source property and a Class A receiving property;
- e. Outside runs and other outside facilities for animals are not permitted;
- f. Not permitted in any subdivision containing dwelling units; and
- g. May only treat small animals on premises.

21. Day care I is allowed only as an accessory to a single-family detached unit.

22. Except bed and breakfasts, guesthouses are permitted outright and do not require a conditional use permit.

23. Mixed use structures greater than one story shall provide ground floor retail, restaurant, or personal services along 60 percent of the building facade. Permitted uses under the headings of cultural/recreation and governmental/institutional in subsection (3) of this section are exempt from this provision.

24. Parking facilities shall be fully screened from the public right-of-way with Type 1 landscaping in accordance with CMC [18.40.040](#).

25. a. The indoor shooting range, including its plans, rules, procedures, management and staff, shall comply with the applicable safety guidelines and provisions in the latest edition of “the Range Source Book” (National Rifle Association of America: Fairfax, Virginia) or its successor, as appropriate to the type of facility involved.

b. Any new development proposal and/or business license application for an indoor shooting range shall be accompanied by a notarized letter by the shooting facility operator that the facility complies with Federal and State regulations, meets commonly accepted shooting facility safety and design practices, and will be operated in a manner that protects the safety of the general public.

c. Outdoor shooting ranges are not permitted. (Ord. 04-12 § 1 (Exh. A); Ord. 01-12 § 1 (Exh. 1); Ord. 19-11 § 1 (Exh. 1); Ord. 10-10 § 1 (Exh. A))

26. Multifamily residential dwellings in the TC zone shall be located in a minimum three-story, mixed-use structure. 60% or more of the ground floor abutting a street, public space, public plaza and/or public green space shall be occupied by one or more of the following permitted uses: retail, restaurant or personal services. Driveways, service and truck loading areas, parking garage entrances and lobbies shall not be included in calculating the required percentages of ground floor use.

18.31.090 Downtown zoning districts density and dimension standards.

(1) Table of Density and Dimension Standards, Downtown Zoning Districts.

Standards	Town Center (TC)	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO)	Exceptions and Notes
Maximum Building Height	75 feet	60 feet	55 feet	45 feet	Maximum height shall be 45 feet within 50 feet of any zone outside of the downtown zone. In the MHO district, the 35 feet maximum height shall also apply within 50 feet of another MHO property.
Maximum Residential Density (stand alone)	Unlimited	60 D.U./acre	48 D.U./acre	24 D.U./acre	For cottage housing, CMC 18.37.040 shall control. <u>Stand alone residential structures not permitted in the Town Center.</u>
Maximum Residential Density (if ground floor is commercial)	Unlimited	Unlimited	Unlimited	24 D.U./acre	
Minimum Residential	32 D.U./acre	24 D.U./acre	24 D.U./acre	12 D.U./acre	Residential use is not required in the downtown. For cottage housing, CMC 18.37.040 shall control.

Density					
Maximum Floor Area Ratio (FAR) with Bonus Features	4:1	3:1	3:1	2:1, 1.25:1 east of Wax Road	Refer to CMC 18.31.100 for bonus features.
Maximum Floor Area Ratio (FAR) without Bonus Features	1.5:1	1:1	1:1	1:1; .75:1 east of Wax Road	No minimum FAR. Development within the Jenkins Creek Corridor shall utilize low impact development (LID) techniques as adopted in CMC 13.25.020 .
Maximum Impervious Surface	80%	90%	80%	70%; 50% east of Wax Road and south of SE 272nd St.	Developments in the MHO located east of Wax Road and south of SE 272nd St., and cottage housing developments shall not exceed the 50% maximum impervious surface.
Minimum Lot Frontage Occupied by a Building	Type I Street – 80% Type II Street – 50% Type III Street – 50% Type IV Street – 40%	Type II Street – 50% Type IV Street – 40%	Type IV Street – 40%	None	A building shall be located within 5 feet of the back of sidewalk or on a public plaza. Where utility easements greater than 5 feet exist, the building shall be set back to the extent of the easement and this area shall be designed as an extension of the sidewalk and/or may be included as part of the public space requirement.
Minimum Setbacks within District	None	None	20 feet	10 feet	Except in the TC and MC districts, a minimum of 5 feet setback shall be provided from any public property other than a street.
Minimum Setbacks to Adjoining Downtown District	10 feet where adjoining the MHO District only	10 feet	N/A	10 feet	In districts other than the MHO, no setback shall be required for mixed use development or commercial building less than 50,000 square feet, with no significant outside storage or sales.
Minimum Setbacks to Zones Outside the Downtown Zone	0	20 feet	20 feet	20 feet	Refer to Design Standards Section B(1)(g) – Buffers and Transitions. No setback is required where a zone is separated from another zone by a street.

(2) Additional Density and Dimension Development Standards Referenced in This Title.

(a) CMC [18.30.060](#) through [18.30.090](#) for density measurement and calculation methods.

(b) CMC [18.30.130](#) through [18.30.200](#) for measurement of setbacks and allowed projections into the setbacks. (Ord. 10-10 § 1 (Exh. A))



CITY OF COVINGTON
 Community Development Department
 16720 SE 271st Street • Suite 100 • Covington, WA 98042
 Phone: 253-638-1110 • Fax: 253-638-1122
 www.ci.covington.wa.us

A-430

COMPREHENSIVE PLAN AMENDMENT APPLICATION

2012 Application Deadline: February 13, 2012

STAFF USE ONLY	Docket Number: <u>CPA 2012-02</u>	Application Date: <u>02/09/2012</u>
	<input checked="" type="checkbox"/> City-initiated <input type="checkbox"/> Privately-initiated	

APPLICANT Primary Contact Person

Name: Richard Hart

Address: City of Covington

City/State/Zip: 98042

Phone: 253-628-1110 Fax: _____

E-mail Address: _____

Signature: _____

AGENT Primary Contact Person

Name: Ann Mueller

Address: City of Covington

City/State/Zip: Covington, WA 98042

Phone: ext. 2224 Fax: _____

E-mail Address: _____

Signature: _____

PROPERTY OWNER

Name: Non-Site Specific: Proposed Comprehensive Plan text and policy amendments affecting various property owners within the City's UGA

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

PROPERTY OWNER 2

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____

Signature: _____

TYPE OF COMPREHENSIVE PLAN AMENDMENT

This is a **site-specific** amendment proposal. Complete site-specific information below.

This is a **non-site-specific** amendment proposal. Complete area-wide/textual amendment information.

This amendment proposal involves changes to development regulation text and/or tables and/or changes to the zoning map. Complete a separate Application for Development Regulation and/or Zoning Map Amendment.

SITE-SPECIFIC AMENDMENTS

Give street address or, if vacant, indicate lot(s), block, and subdivision OR tax lot number, access street and nearest intersection. If proposal applies to several parcels, list the streets bounding the area.

ADDRESS(ES): (N/A)

ASSESSOR'S PARCEL NUMBER(S): _____ SITE AREA: _____

LEGAL DESCRIPTION(S): _____

PROPOSED CHANGE TO FUTURE LAND USE MAP DESIGNATION: FROM _____ (CURRENT) TO _____ (PROPOSED)

PROPOSED CHANGE TO OFFICIAL ZONING MAP DESIGNATION: FROM _____ (CURRENT) TO _____ (PROPOSED)

AREA-WIDE & TEXT AMENDMENTS

Chapter and section of comprehensive plan to be amended: Chapter 1.0 Introduction, Chapter 2.0 Land Use, Chapter 7.0 Environmental, Chapter 12 Economic Development

Indicate either conceptual or specific amendatory language. Please be as specific as possible to aid in the evaluation of your proposal. If specific changes are proposed, please indicate current language and proposed language.

Currently, Chapter 1 of the Comprehensive Plan contains a section 1.10 "Criteria for Annexing Unincorporated Areas." Staff is proposing amending this section to reference an Appendix with annexation criteria. This amendment will identify new and more relevant policies and criteria for Covington's City Council to use to evaluate any request received from land owners in the Urban Growth Area (UGA), to be annexed into the City. The aim is to provide clear expectations of what information and findings property owners must provide to be annexed into the city. Furthermore, this amendment will review existing policies in the Land Use, Environmental and Economic Development Elements to determine if they are sufficient or if there are gaps, and new polices are needed.

DESCRIBE HOW PROPOSAL MEETS DECISION CRITERIA

An amendment may be considered for placement on the final docket under any one of the following circumstances. Check the applicable box, and describe in detail how the proposed amendment complies with the criterion. Attach additional sheets as necessary.

If the proposed amendment is site-specific, the subject property is suitable for development in general conformance with adjacent land use and the surrounding development pattern, and with zoning standards under the potential zoning classifications.

State law requires, or a decision of a court or administrative agency has directed such a change.

There exists an obvious technical error in the pertinent comprehensive plan provision.

There is no specific criteria for evaluating annexation requests into the city.

DESCRIBE HOW PROPOSAL MEETS SELECTION / DECISION CRITERIA (CONT'D.)

If none of the three conditions on p.2 apply, then the proposed amendment must meet *all five* of the following criteria. Please answer the following questions, providing specific details and attaching additional sheets as necessary.

1. Explain how the proposed amendment is appropriately addressed through the comprehensive plan and how it would be a public benefit to the City of Covington (i.e. enhances the public health, safety, and welfare).

These proposed amendments will ensure that there are well thought-out criteria and policies to assist the City Council in their analysis of future requests by property owners to annex into the City of Covington.

2. Proposed amendments that are the same or substantially-similar to an amendment proposed during the last three amendment cycles are not eligible for consideration, except in certain cases due to geographic expansion by the City (see CMC 14.25.040(3)). Has the same or a substantially-similar amendment been proposed during the last three annual amendment cycles? No Yes

If yes, how has geographic expansion necessitated the proposed amendment?

3. Does the proposed amendment raise any policy or land-use issues that are more appropriately addressed by an ongoing work program approved by the City Council? No Yes

Please explain:

The proposed changes to identify and include text and policies that guide how the City Council evaluates requests for annexation will be addressed with new text language and potentially new policies in the Comprehensive Plan—this is included as part of the Planning Commission’s annual 2012 work program.

4. Explain how the proposed amendment addresses significantly changed conditions since the last time the pertinent comprehensive plan map or text was amended. “Significantly changed conditions” are those resulting from unanticipated consequences of an adopted policy, or changed conditions on the subject property or its surrounding area, or changes related to the pertinent comprehensive plan map or text; where such change has implications of a magnitude that need to be addressed for the comprehensive plan to function as an integrated whole.

The last changes to the Comprehensive Plan had no text or policy amendments to address annexation issues.

DESCRIBE HOW PROPOSAL MEETS SELECTION / DECISION CRITERIA (CONT'D.)

5. Explain how the proposed amendment is consistent with:

(a) The vision, goals, and policies of the comprehensive plan, and other goals and policies of the City:

The proposed text and policy amendments will support the City's existing vision and goals to ensure there is orderly and well thought-out growth in the City.

(b) The Countywide Planning Policies, the Growth Management Act, State Environmental Policy Act (SEPA), the Washington Administrative Code, and other applicable state and federal laws.

The proposed changes will be consistent with the King County Countywide Planning Policies, the Growth Management Act, SEPA , and they are intended to ensure the orderly planning and development of land within the City's UGA so as to guide development in an orderly manner for the benefit of the City and its residents.

COSTS & BENEFITS / ADDITIONAL INFORMATION

1. Describe the effects of the proposed amendment in terms of costs and benefits to the public, both monetary and non-monetary.

The proposed text and policy amendments will provide direction to property owners in the UGA and the City Council on the criteria used for evaluating annexation request. The amendment will explain to potential applicants what criteria will be use and what information will be required for the City to make a determination on any amendments. Policies will require an analysis of the population and assessed valuation to determine if the area will be sufficient to allow the area to pay its fair share of the city providing required urban services.

2. Describe and/or attach any studies, research information, or further documentation that will support this proposal.

CERTIFICATION / SIGNATURE

I have reviewed the Comprehensive Plan Amendment Instruction Guide and Timeline, and certify that the information provided on this application is true and correct.

Applicant's/Agent's Signature

Date

Please note: If this is a site-specific amendment proposal, all affected property owners must complete, sign, and have notarized a Property Owner Declaration.

Proposed amendments to Covington’s Comprehensive Plan related to annexation.

City of Covington Comprehensive Plan

1.0 INTRODUCTION

1.10 Criteria for Annexing Unincorporated Areas

Annexation of property within the UGA should benefit the City, its residents, and property owners. The City benefits by its increased ability to control new development with City standards, to extend its boundary in a logical manner, to expand its economic and tax base, to provide opportunities for new residential and commercial development that meet the needs of underserved populations, and to gain revenues from areas that enjoy City amenities but do not currently pay fees or taxes to the City. Property owners and new residents gain the ability to participate in local government, which directly impacts their lives and property. They also gain access to local services including police protection, code enforcement, building and land use controls.

The basic criteria for annexations ~~is~~are established by King County. King County policy establishes the framework for ongoing and consistent responses to annexing properties located within the UGA. Polices to guide the annexation process have been adopted in Land Use, Environmental and Economic Development Elements of this Comprehensive Plan. In addition, Appendix T-3 contains specific cCriteria to direct the annexation process. Covington recognizes that the fiscal impact is only one of many criterion to be evaluated, and it must be balanced with other annexation policies such as protection of natural resources and environmentally sensitive areas, provisions of public services and infrastructure and infrastructure, and -helping the City meet its household and employment growth targets. will be developed regarding applicable regulations and development standards; regional mitigation of drainage and traffic problems; extension of streets and utilities; provision of services; consistent treatment of critical areas; public information; and administration.

2.0 Land Use Element

2.8.2 Urban Growth Area and Potential Annexation Areas

LNG 2.0 The City of Covington will designate ~~an~~ UGA and Potential Annexation Area, which will define Covington’s planning area and projected city limits for the next 20 years.

LNP 2.1 *UGA boundary shall be coordinated with King County and surrounding jurisdictions, and will reflect the regional growth vision as expressed in Vision 2040 and the Countywide Planning Policies.*

LNP 2.2 *The UGA shall provide enough land to accommodate at least twenty years of projected growth of households and employment.*

LNP 2.3 *Monitor the UGA boundary as build-out occurs and make necessary adjustments in coordination with King County.*

- LNP 2.4 *Refine the Potential Annexation Area, working with King County, adjacent cities and jurisdictions, and citizens in Unincorporated King County.*
- LNP 2.5 *Coordinate future planning and interlocal agreements for Potential Annexation Areas (PAA) with the appropriate agencies and jurisdictions. Work with King County to develop an interlocal agreement between the City and County for pending development application in the PAAs to be processed by the County in a manner that is consistent with the City's Comprehensive Plan policies.*
- LNP 2.6 *Consider only annexations that are within the Potential Annexation Area. Annexations shall be phased to coincide with the ability of the City, ~~public services and districts~~ districts and utility purveyors serving the area to provide a full range of urban services to areas to be annexed.*
- LNP 2.7 Confer with water, sanitary sewer, solid waste, electric, natural gas, telecommunication and other public service providers to ensure their services can support the planned growth in the City and UGA, and meet desired customer service needs while maintaining existing levels of services in the City.
- ~~LNP 2.8~~ *The City Councils shall not make a decision on any ~~annexation request~~ decisions shall not be made until a cost-benefit analysis is completed and the City Council has had adequate opportunity to review it, ed by the City Council.*
- LNP 2.9 Annexation areas should be able to pay its determined fair share of required services and should not have a negative financial impact on the City. Funding of certain facilities and services by property owners and residents of the annexation area may be a requirement of annexation.
- LNP 2.10 Owners of land annexing to the City of Covington shall be subject to their proportionate share of the City's bonded indebtedness.
- LNP 2.11~~8~~ *Designate "Potential Future Annexation Areas" to facilitate long-range planning and decision making consistent with Covington's ~~growth~~ long term growth needs.*
- LNP 2.12~~9~~ *Actively pursue extensions of the UGA to include both sides of roads to enable roadway corridor improvements to be consistent on both sides of the corridor. Individual annexations should evaluate abutting roadways and intersections to assign responsibility for their construction and maintenance to a single jurisdiction. In some instances it may be appropriate to annex frontage lots on both sides of the road for consistency development.*
- LNP 2.13 Individual annexations should have access from a City street or state highway, and should represent a logical and timely expansion of the City's street network. Future street grid systems plans should be considered.
- LNP 2.14~~0~~ *Actively pursue extensions of the Urban Growth Boundary to include City-owned lands.*
- LNP 2.15 Identify preferred future land uses in the Comprehensive Plan for the Potential Annexation Areas.
- LNP 2.16 Appropriate zoning districts should be designated for property in an individual annexation proposal; zoning in the annexation area should be consistent with the comprehensive plan land use designations.
- LNP 2.17 Individual annexations should improve environmental quality through identification and protection of open space corridors and critical areas, and the dedication and construction of trail and park systems, where appropriate.
- LNP 2.18 Annexations should serve to square off City boundaries, and not divide lots or neighborhoods. The intent is to ensure practical boundaries in which services and infrastructure can be provided in a logical, effective and efficient manner.

LNP 2.19 Individual annexation areas should be part of the logical, orderly growth of the city and avoid irregular boundaries that create an island, peninsula or bottle-neck of incorporated or unincorporated land.

LNP 2.20 Annexation proposals should include areas that would result in City control over land uses along major entrance corridors to the City.

LNP 2.21 Urban development within a Potential Annexation Area should not occur without annexation; unless there is an interlocal agreement with King County defining land use, zoning, annexation phasing, urban services, street and other design standards and impact mitigation requirements.

LNP 2.22 Prior to annexation assure an orderly transfer of all review authority for development applications pending review in King County to the City. Where possible, joint development review should occur. An interlocal agreement should be considered between the City and County for pending development applications in annexed areas are processed by the County on behalf of the City, but with City review to ensure to the extent possible that land develops under the City of Covington's Comprehensive Plan policies.

LNP 2.23 Annexation requests should not be supported when the action would facilitate vested development proposals that are inconsistent with City standards, regulations and policies, unless waiving that requirement would achieve other City goals.

LNP 2.24 Shoreline Master Program environmental designations, including those for associated wetlands, should be established during the annexation process.

7.0 ENVIRONMENTAL ELEMENT

7.5.1 Incentives, Planning and Regulations

EVP 1.14 Assign zoning designations which will protect natural resources and environmentally sensitive areas to any additional land annexed to the City

12.0 ECONOMIC DEVELOPMENT ELEMENT

12.5.5 Commercial & Mixed Use Development

EDP 5.3 Focus retail and related commercial development to achieve downtown build-out, provide for convenience oriented neighborhood retail, and encourage mixed use development with planned annexation areas to fully serve the needs of trade area residents and businesses.

12.5.6 Employment Development

EDP 6.3 Require property owners in planned annexation areas to engage in collaborative public-private land use and infrastructure planning for high quality master planned development.

12.5.7 Land Use & Economic Development

EDP 7.2 In cooperation with King County; provide for UGA expansion and annexation of areas most suited to meet 20-year commercial and employment land needs of the City of Covington.

City of Covington Comprehensive Plan

Appendix T-3

Annexation Process Criteria

Site-specific considerations such as critical areas, zoning, the efficient and cost effective delivery of services and/or extending infrastructure, and the concerns of adjacent residents, cities and King County should be consider by the City prior to the annexation of any Potential Annexation Areas. When evaluating annexation proposals, the following criteria will be given consideration. Review criteria are intended as guidance rather than standards.

- 1) A fiscal impact assessment shall be conducted of the costs to provide services and/or extend infrastructure and of the tax revenues that would be generated in each area proposed for annexation.
- 2) Revenues gained by the City through annexation should be at least equal to the additional costs incurred by the City or service providers for urban services and infrastructure to the area requesting annexation. The probability of substantial future financial benefit to the city should be considered when deciding on annexation proposals. Where reasonable, newly annexed areas shall be required to assume a proportionate share of the city's outstanding bonded indebtedness at the time of annexation. Reasonableness shall be determined by the City Council using the following criteria:
 - a. Whether and the degree to which the area to be annexed will benefit from the improvements funded by the bonded indebtedness;
 - b. The obligation of property owners within the area to be annexed to pay other outstanding bonded indebtedness for special district improvements, and the extent of that financial burden;
 - c. Whether other financial obligations (such as LID's) will be placed on property owners upon annexation, and the extent of those obligations;
 - d. The desirability to the city of annexing the area under consideration.
- 3) Individual annexation requests whose physical location would promote "leap frog" annexation, resulting in noncontiguous City limits, islands or bottle necks of unincorporated land, will not be considered. The City shall discourage annexations that would result in irregular City boundaries. Annexations shall include the largest practicable area contiguous to City limits that still result in logical City boundaries.
- 4) Annexations should be expanded if they include areas surrounded by the City on three or more sides or if they include properties with recorded covenants to annex.
- 1)5)The City shall only approve annexations that lie completely within the UGA and whose proposed zoning are consistent with the City's Comprehensive Plan. The land use designations specified in the Comprehensive Plan shall be used as guidance by the Planning Commission in determining the recommended zoning classification. If there is no Comprehensive Plan land use designation, then the zoning designation Residential -4 should be placed on the annexed property until such

time as a subarea plan it undertaken to appropriately identify new Comprehensive Plan and zoning designations. The land use designations, as determined by the City Council through their acceptance of the annexation, shall remain on the annexed properties for three years following annexation.

- 6) Consider individual annexation proposals based on an analysis and evaluation of the following:
- a. Urban levels of public services shall be provided at the City's adopted level of services standard(i.e. police and fire, schools, parks, open space, trails and recreation, transportation, storm water, sewer, water and other general government services);
 - b. The proposed annexation shall follow logical boundaries, such as streets, waterways, ridges, park property, trails, opens space corridors ~~for~~ substantial topographical changes;
 - c. The proposed annexation should include or exclude an entire neighborhood. The proposal should not divide portions of the neighborhood between City and County jurisdictions;
 - d. Critical Areas shall be identified, surveyed and appropriately protected consistent with the goals and policies of the Comprehensive Plan. Consider inclusion of open space corridors, either as greenbelts, trail corridors or urban separators, between the City and adjacent jurisdictions.
 - e. Consideration should be given to the availability of land within the city for the uses which would be developed upon annexation, encouraging infilling of existing undeveloped areas before extending services which allow similar development in peripheral areas unless there is a benefit to the community at large.
 - f. Evaluate proposed annexations to ensure that development enabled by the annexation is consistent with policies of the comprehensive plan specifically including population and employment growth targets.

Information and Studies Required

To adequately assess the merits of annexation proposals, the following information should be gathered, analyzed and presented to the City upon application for annexation.

- 1. Site Analysis. Necessary facts including existing conditions; acreage; number of residential units; businesses; industries; estimated population; street mileage, paved and unpaved; assessed valuations; existing utility services; existing parks and playgrounds; schools and public buildings; and Critical Area Study
- 2. Maps. Preparation of maps to show existing and proposed city boundaries relative to the urban service area, general land use patterns, existing and proposed land use designations, critical area surveys, existing major trunk water mains and proposed extensions, existing sewer interceptors and proposed extensions, existing streets, and existing public areas, such as playgrounds and schools.

3. Infrastructure Review. Existing public services should be inventoried and evaluated. Affected public service districts and utility purveyors should be conferred with to assess the impact of the annexation on their facilities.
4. Urban Services Needs. Urban services, such as water services, sanitary sewers, stormwater utilities, garbage disposal, streets, street lighting, police and fire protection, hospital, planning, building inspection, library, park, open space and recreational facilities and services should all be analyzed for the need for major capital improvements as well as annual operating needs. These needs should be considered in the city's determination and incorporated into the city or utility purveyor's capital improvement program if the proposed annexation is implemented. The city will work cooperatively with those public service districts and utility purveyors to determine the most rational and cost-effective means for providing urban level services to newly annexed areas and proposed land uses, on both a short and a long term basis, within parameters allowed in state statutes. The methods of providing such services to annexed areas should be described and their costs determined.
5. Special Issues. Any special circumstances created by the proposed annexation area should be discussed. This may include infrastructure, public health or public safety problems which the city may or may not be able to cost-effectively resolve, and potential impacts to the city due to development within proposed annexation areas at the expense of other developable areas within the city.
6. Fiscal Impact Analysis.
 - a. Service Requirement Costs. Estimated service requirements from the City, public service districts and utility purveyors, should be converted into financial requirements to determine the cost of extending or improving services and/or infrastructure to accommodate the proposed land uses. Needs and costs should be estimated for 5 years from the time of annexation, projecting a rate of growth which would also be used for projecting revenue estimates. Considerations of service costs should include:
 - i. Police protection: additional personnel, equipment, office space;
 - ii. Fire protection: additional personnel, equipment, hydrants, fire stations;
 - iii. Public services and private utilities: additional street lighting, road maintenance and construction, storm drainage, water and sewer construction and maintenance (including line replacement, pump stations);
 - iv. Parks and recreation: additional park acreage, trails, recreational programs, new facilities;
 - v. Other governmental services such as: library, planning, building inspection, social service programs.
 - b. Estimate of Revenues. An estimate of potential revenues to accrue from the area should be made, and projected over a 5 year period. Existing methods of raising revenue that the city now has should be applied to the area being considered for annexation. These would include property taxes, state shared revenues, sales taxes, federal revenue sharing, business and occupation taxes, utility taxes, inspection and license fees, planning and zoning charges.

c. Cost-Revenue Analysis. The anticipated revenues should be compared with anticipated costs, including both projected additional annual operating expenses and major capital expenses. The cost-revenue analysis should be projected for 5 years in order to gain an understanding of the impact which development of the newly annexed area would have.

7. Community Identity. The nature of the area proposed for annexation relative to surrounding unincorporated areas as well as to adjacent city areas should be considered as well.



March 1, 2012

Richard Hart
Community Development Director
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA. 98042

SENT VIA E-MAIL

RE: CPA 2012-01, DRA 2012-01

Dear Mr. Hart,

The Planning Commission has initiated an amendment to policy DTP 2.4 of the Downtown Element to delete language that currently allows stand alone residential structures in the Town Center. The reason cited for the change was to ensure that any proposed multi-family development in the Town Center would be a part of a mixed use, multi-story structure requiring ground floor retail, restaurant or personal services. I believe this proposed amendment would not be in the best interest of the City or stake holders in providing residential or retail use in the Town Center zone at this time.

The idea of mixed use works well in densely populated areas where more retail and housing options are needed and redevelopment being the only option. This is not the case today in Covington or with the 81 acres of the Town Center zone.

Requiring 60% or more of the ground floor abutting a street, public space or public plaza to be occupied by retail, restaurant or personal services, if built, would cause those storefronts to remain empty due to the lack of need. This vacancy would hinder the City's vision and goal of having a vibrant Town Center.

The City Council is also considering the annexation of the "northern notch" into the city limits. Once this occurs, the "notch" stakeholders will pursue commercial and retail development at the Hwy 18 and SE 256th street interchange. Although this development would bring in larger format retail to the area, it will also draw the smaller retail from the existing Downtown and Town Center zones adding additional retail vacancy in Covington.

(206) 575-8436 FAX (206) 575-8510
1201 MONSTER RD SW, SUITE 350
RENTON, WA 98057

I purpose that the Downtown Element of the Comprehensive Plan remain in its present form encouraging multi-family structures to be built with an element of retail, restaurant or personal services on the first floor but not requiring it.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Ramsey', with a stylized flourish at the end.

Don Ramsey
Ashton Development Company, LLC

DEVCO, INC.

April 4, 2012

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

attn.: Mr. Richard Hart
Community Development Director

RECEIVED
APR 05 2012
CITY OF COVINGTON

Dear Mr. Hart:

Re: Covington Downtown Element

DevCo, Inc. owns, manages and has developed 3,000 multi-family units throughout Puget Sound. As you may remember, we were interested in developing an apartment project in the Covington Town Center. We very much admire what the City has accomplished to date in the Town Center, and remain very interested in developing an apartment property in Covington. However, we were unable to make that particular project work because the applicable road dedications left us with a net site area too small for our typical project density and cost structure.

Ashton Development Company, LLC has made us aware that the City Planning Commission is considering an amendment to policy DTP 2.4 to delete language allowing stand alone multi-family in the Town Center. Such a change would render a project in the Town Center financially unfeasible for us.

We do have some experience with mixed use development. We own the 332 unit Seasons property on Lea Hill. The King County zoning of that site required that no more than 85% of the floor space be residential. As a result, we had to build 40,000 square feet of retail space. That space was intended to include a 25,000 square foot grocery store and 15,000 square feet of small shops. When we closed that loan, we had a lease with a grocer at \$17 per square foot per year. That grocer went bankrupt. We entered into a new lease with a second grocer at \$11 per square foot after building the project. His sales were so disappointing that he said if we didn't make a further concession, he would exercise an escape clause. That space now earns us \$7 per square foot. Half of the small shop space is empty. This retail space overall costs us \$50,000 per month.

We are not retail experts. However, we believe that retail follows demand for retail, which in turn flows from consumer demand – particularly pedestrian consumer demand. We believe the City may well be best served in its intent to attract retail to the Town Center by encouraging multi-family housing in the Town Center. It is our opinion that the contemplated change to policy DTP 2.4 would make it much less likely that there will be new housing in the Town Center.

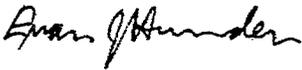
Thank you.

375 118th Avenue SE. Suite 118, Bellevue, WA 98005 (425) 453-9551; (425) 453-9566 (fax)

DEVCO, INC.

Yours truly,

DevCo, Inc.

Per: 
Evan J. Hunden
President



RECEIVED
APR 05 2012
CITY OF COVINGTON

April 4, 2012

Mr. Richard Hart
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042

RE: Covington Town Center Zoning

Dear Mr. Hart,

First Western Properties, Inc., is a full service commercial real estate brokerage company established in 1979. We currently have 30 agents and specialize solely in commercial leasing and sales with a primary focus on retail properties. From our offices in Kirkland and Tacoma, we are able to serve the greater Puget Sound area. First Western has a vast knowledge and experience in Covington on both the retailer and developer side representing Emerald Bay Equities in the leasing of Skagen Plaza, representing Ashton Capital in the leasing of the Covington Esplanade and representing several national retailers like Petco, Dollar Tree, The Rock Pizza, McDonald's, Starbucks, Cutter's Point Coffee, T-Mobile, Jamba Juice and The UPS Store. We are currently marketing two properties for sale and four commercial properties for lease in the Covington city limits.

Ashton Development Company has made us aware that the City Planning Commission is considering an amendment to policy DTP 2.4 to delete language allowing stand alone multi-family in the Town Center. This change in the Town Center zoning lowers the marketability and value substantially.

In our experience in representing several national retailers mixed use projects in bedroom & suburban communities simply do not work. Retailers who spend millions of dollars in research and development know what their customers like and do not like and the brokers are on the front line to receive this feedback when marketing a property for sale or lease. They have vast teams of analysts who assist in real estate site selection and the specific criteria to make a site worthy of their investment drives most of their decisions. Some of the key feedback we receive from retailers are:

- They need for ample surface parking oriented as close to their entrance as possible.
- Excellent visibility to a primary fronting road that includes daily vehicle traffic over 25,000 per day
- Quality access from the road and to the core parking field. Parking behind buildings do not work and retail sales suffer in these scenarios.

- Ample signage to include building signs, pylon and monument as some have indicated that over 40% of their business is derived by a consumer seeing their sign and becoming aware of the brand.

In our assessment forcing first floor retail in mixed use projects within the Town Center Zoning while ideal will not succeed. We recommend re-considering this aspect of the Town Center zoning.

Best Regards,

A handwritten signature in black ink that reads "Josh Parnell". The signature is written in a cursive style with a large, looped initial "J".

Josh Parnell
First Western Properties – Tacoma, Inc.
6402 Tacoma Mall Blvd.
Tacoma WA, 98409
(253) 472-0404
www.fwp-inc.com

Jim Wene

From: mpinkis@windermere.com
Sent: Tuesday, April 03, 2012 9:55 AM
To: Jim Wene
Subject: Covington Town Centre

April 3, 2012

Jim Wene
Ashton Capital Corporation
1201 Monster Rd. SW Suite 350
Renton, WA 98057

RECEIVED
APR 05 2012
CITY OF COVINGTON

Dear Jim:

Mark Carpenter suggested that, as his realtor regarding Covington Town Centre, I forward his position as a potential buyer for the property.

Pertaining to your property, Covington Town Centre, I appreciated the opportunity to meet with you to discuss my interest in purchasing the site.

Unfortunately, I have to pass, for several reasons. Requiring a retail component detracts from my role as strictly an apartment developer. That requirement involves more risk and makes financing difficult. Freddie Mac and Fanny Mae will not finance projects with retail components. It would be much more complicated than the projects I have always done as exclusively apartments. There are many apartment sites that are available that do not require retail.

The impact fees seem onerous and disturbing to a project's economics. Then, there is uncertainty as to what would be required for perimeter roads.

I have no doubt that apartment development is the property's best use, but the above problems are hindrances I can't overcome.

Thanks again.

Marv Pinkis, Windermere Real Estate, for Mark Carpenter.

Agenda Item 2

Covington City Council New Business

Date: April 24, 2012

SUBJECT: APPROVAL OF CONSULTANT PERSONAL SERVICES CONTRACT FOR THE NORTHERN GATEWAY URBAN GROWTH AREA (UGA) ANALYSIS AND ANNEXATION STUDY

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENTS:

1. Map of Northern Gateway Study Area
2. Consultant Personal Services Contract with Stalzer & Associates, including Exhibit A, Scope of Services, Timeline, Deliverables, and Cost Breakout
3. Draft Funding Contracts with Yarrow Bay and BranBar/H&C Enterprises

PREPARED BY: Richard Hart, Development Services Director
Ann Mueller, Senior Planner

EXPLANATION:

As directed by the City Council at the Council Summit in January 2012, city staff issued a Request for Proposal (RFP) on February 29, 2012, seeking proposals to complete an Urban Growth Area (UGA) analysis, a potential annexation study, a subarea plan, and proposed zoning district classification and zoning guidelines for the area known as the “Northern Gateway”, which encompasses approximately 485 acres on both sides of Highway 18 at the existing SE 256th St. interchange. (See Attachment 1)

The scope of the proposed study and analysis is divided into three phases: Phase 1 focuses on a buildable lands capacity and build-out analysis exploring the feasibility of adding all or a portion of the area to the King County UGA in preparation for potential annexation to the City of Covington. Phase 1 also involves numerous other study elements including fiscal and market demand analyses on the feasibility and costs of annexation, public outreach, an analysis of existing conditions and constraints, including infrastructure capacities and critical areas, preliminary land use concept, and SEPA approaches.

Phases 2 and 3 involve a more detailed study of land use alternatives; community visioning; a goals, objectives, and policy framework for subarea plans; extensive stakeholder outreach; a joint Planning Commission and City Council workshop; development of zoning and site planning regulations and capital facilities program; SEPA review; and extensive Council public hearings.

The city received four responses to the city’s RFP and interviewed the top three consultant teams on April 2, 2012. The interview panel unanimously agreed upon and selected Stalzer and Associates as the best consultant to complete all three phases based upon their decades of experience with county-wide planning policies, buildable lands analysis, and the use of BERK Consulting, who have great strengths in fiscal and market analysis. Other members of the Stalzer team include Heffron Transportation, who has worked in Covington on the Multi-Care medical

facilities, The Watershed Company, environmental experts who have worked in Covington on our SMP Program, ESM Consulting Engineers, who will be doing infrastructure analysis, and Communita Design, who will be involved in land use plans for the area. The entire consultant team assembled has extensive experience in similar master planning efforts for potential annexation areas and should be an outstanding multi-disciplinary team to accomplish the city's goal for the Northern Gateway area. The city personal services contract only commits to Phase 1 of the entire proposed study for the amount of \$55,335. (See Attachment 2)

City staff seeks Council review and approval of the personal services contract with Stalzer and Associates, the prime contractor, to complete Phase 1. The timetable for completion of Phase 1 is approximately four months so that the final reports and data can be submitted to King County prior to September 1, 2012, in time for consideration by King County as part of their 4-year King County Comprehensive Plan Update for changes to the UGA.

The total cost of the consultant contract is being funded by the two major stakeholders within each of the subareas of the Northern Gateway study—BranBar LLC and H&C Enterprises LLC as co-tenants for approximately sixty acres within the 275 acre Northern Gateway on the northwest side of Highway 18 at the SE 256th St interchange, and Yarrow Bay Holdings, which has the development option for the 210 acres of land owned by the Hawk family and currently leased to Lakeside Industries for a gravel extraction and asphalt operation on the southeast side of the Highway 18 and SE 256th St. interchange. Both entities have agreed via email communication that each entity will provide their share of the costs for Phase 1 of the study. Proposed contracts with each entity to receive said funds are also included. (See Attachment 3) These agreements have not yet been executed by the parties, therefore staff requests that the Council authorize the city manager to execute agreements with BranBar and Yarrow Bay in substantial form of those contracts attached hereto.

ALTERNATIVES:

1.) Request additional information or input from staff on recommended consultant and funding sources.

FISCAL IMPACT:

No direct city budget dollars are allocated to this contract. All funding for this contract amount of \$55,335 will be provided by BranBar LLC and H&C Enterprises LLC, and Yarrow Bay Holdings through separate agreements with the city. Though the city will not spend any direct funds for the proposed study, the city will provide in-kind services in the form of staff time for project management, data collection, meeting organization, public notices, and maintaining website information for public outreach.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute a personal services agreement in the amount of \$55,335 between the City of Covington and Stalzer and Associates to prepare Phase 1 of the Northern Gateway Study & Analysis.

**Councilmember _____ moves, Councilmember _____
seconds, to authorize the City Manager to execute agreements between the
City of Covington and BranBar LLC and the City of Covington and Yarrow
Bay Holdings, in substantial form of the agreements as presented, combined
totaling \$55,335 as payment for Phase 1 of the Northern Gateway Study and
Analysis.**

REVIEWED BY: City Manager
City Attorney
Finance Director

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Covington, Washington (the "City"), and Stalzer and Associates, (the "Consultant"), whose principal office is located at 603 Stewart Street, Suite 512, Seattle, Washington, 98101.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered upon receipt of invoices received from the Consultant. The total amount to be paid shall not exceed \$ **55,335** at the rates shown in Exhibit A, Scope of Services.

3. Consultant Budget. The Consultant shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Consultant shall request prior approval from the City whenever the Consultant desires to amend its budget in any way.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing Wednesday, April 25, 2012 and ending Friday, August 31, 2012 unless sooner terminated under the provisions hereinafter specified.

5. Independent Consultant. Consultant and City agree that Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification. The Consultant shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property by the negligent act, omission or failure of the Consultant, its officers, agents and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents, and employees.

7. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs

of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

8. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

9. Termination. This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

10. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

11. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

12. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

13. Notices. Notices to the City of Covington shall be sent to the following address:

City Clerk, City of Covington
16720 SE 271st St, Suite 100
Covington, Washington 98042

Notices to the Consultant shall be sent to the address provided by the Consultant upon the signature line below.

14. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20_____.

CITY OF COVINGTON

CONSULTANT: _____

By: _____
Title:

By: _____
Title:

ATTEST/AUTHENTICATED:

Printed Name: _____

Sharon Scott, City Clerk

Printed Name: _____

Address: _____

APPROVED AS TO FORM:
Office of the City Attorney

By: _____

Date approved by City Council: _____
(If Applicable)

Exhibit A
Scope of Services and Budget
for
City of Covington
Northern Gateway Area Study

The Scope of Services consists of the following six Sections: Work Program, Consultant Work Product and Deliverables, City Support Services, Preliminary Schedule, Budget, and Subconsultant Team

SECTION A: PHASE 1 WORK PROGRAM

Task 1.1: Kickoff Meeting

Meeting with city planning and public works staff and Northern Gateway Area service providers for water, waste water, storm drainage, transportation, and emergency services. The purpose of the meeting is to inform the service providers of the Northern Gateway Area Study, introduce the Consultant team, and elicit information on existing conditions, issues, constraints, and opportunities relating to infrastructure and public services from city staff and service providers.

Consultant services:

- a. Selected consultant team members to participate.
- b. Present an overview of the study approach.
- c. Prepare one consolidated list of data needs no later than 7 days following the meeting.

Consultant Deliverables:

None.

City responsibilities:

Organize, schedule and facilitate a two-hour meeting.

Budget for Task 1.1: \$4,562

Task 1.2: Public Involvement

Task 1.2.1: Stakeholder Interviews

Informal interviews with up to four key stakeholders to elicit ideas, constraints, and opportunities for the subarea. Each interview not to exceed 1 ½ hours.

Consultant services:

- a. Jointly with city staff design the interview questions.
- b. Conduct up to four interviews of up to 1 ½ hours each.

Consultant Deliverables:

- a. Prepare one draft and one final version of interview questions.
- b. Prepare a memorandum collectively summarizing the key points from the interviews.

City responsibilities:

- a. Review and provide one set of consolidated comments on the draft interview questions.
- b. Provide the names of up to four key individual stakeholders or groups or combination thereof to be interviewed.
- c. Participate in the interviews at the option of City staff.

Task 1.2.2: Initial Public Information Meeting

Meeting to inform the public of the content and timeline for the Northern Gateway Area Study, answer questions, and take note of issues, ideas, and concerns expressed by members of the public.

Consultant services:

- a. Plan the meeting jointly with city staff.
- b. Provide assistance to city staff at the meeting.

Consultant deliverables:

None

City responsibilities:

- a. Organize, schedule and facilitate the meeting.
- b. Prepare materials for the meeting.
- c. Prepare memorandum summarizing the meeting.

Budget for Task 1.3: \$3,625

Task 1.3: Preliminary Land Use Concept Plan

Planning session with city staff to define a preliminary land use concept plan for the Northern Gateway Area based on a preliminary understanding of the amount of land available for development, assumed critical areas, and city staff's understanding of the goals and appropriate uses for the area. The two-hour session will be held in the offices of one of the Consultant team members.

Consultant services:

- a. Plan, schedule, and facilitate the planning session.
- b. Provide appropriate materials.

Consultant Deliverables:

One Preliminary Land Use Concept Plan.

City responsibilities:

At a minimum the City's Community Development Director and one planner will participate in the meeting.

Budget for Task 1.2: \$1,570

Task 1.4: Buildable Lands Capacity and Build-Out Analysis

Evaluation of the land supply and demand of both the City and the Northern Gateway Study Area in order to provide an early indication of land supply to inform the feasibility of expanding the city's UGA to include PAA 4 and of annexing PAA 1 and/or PAA 4.

Consultant services:

- a. Apply approved regional methods to a new parcel base, and apply new discount factors and assumptions (e.g. updated critical areas layers if available; rights of way deductions; etc.).
- b. Coordinate analysis with King County staff, including meetings as necessary.
- c. Make recommendations on appropriate density factors and employee per square foot rates.
- d. Compare the results of the new land capacity analysis to that developed for the 2007 Buildable Lands Report by Suburban Cities on behalf of the City.
- e. Relate the land capacity results to any findings of the market analysis (e.g. parcel sizes available in relation to market preferences for commercial uses).
- f. Compare the land supply to the growth targets in the Countywide Planning Policies (now at the year 2031 instead of 2022 as in the City's Comprehensive Plan).

Consultant deliverables:

One draft and one final memorandum summarizing the method, results, and recommendations, including a spreadsheet of the technical analysis.

City responsibilities:

- a. Provide information regarding observed development trends (e.g. actual floor area ratios of approved developments; plat densities).
- b. Provide one consolidated set of review comments on the draft memorandum within two weeks of receipt.

Budget for Task 1.4: \$7,230

Task 1.5: Market Analysis

Market assessment to help inform the subarea planning process at the same time as the buildable lands analysis is being conducted thereby allowing an early comparison of land supply and market demand. Making this comparison at an early stage will also allow the City and team to gain an understanding of the feasibility of expanding the UGA to include PAA 4.

Consultant services:

- a. Consider market-wide supply-and-demand factors, recent development trends, and the outlook for different types of commercial development. The purpose of this is to understand the development types and opportunities that may exist within the City and PAA 1 and PAA 4. This understanding will be used to inform Phase 2 of the study.
- b. Evaluate the supply of land in the region for retail, office, and multi-family residential uses relative to the projected market demand for these various uses. This analysis will begin with region-wide perspective and then focus on the areas within the study area.
- c. Evaluate the land supply and capacity for industrial, commercial, and multifamily products drawing from City and County zoning code and polices; existing City and County buildable lands analyses; and a review of the developable and redevelopable areas to determine the development capacity of the study area. The assessment also will provide a foundational understanding of the broader supply of industrial, commercial, and multifamily sites in the immediate region.
- d. Prepare a real estate demand analysis looking at short-term and long-term forecasts in population, employment, and other economic indicators to assess demand in the region. The analysis will be data driven, supported by analysis of local market factors to describe future scenarios for retail, office, and multi-family products demand in the City and region. The analysis will evaluate market demand on a regional basis and assess the extent to which sites in the area are likely to be competitive for each use over the planning period. To the extent possible based on the conceptual land plan, the analysis will include a projection of plausible ranges of development that sites in the corridor might be expected to support in terms of square footage, by type (retail, office, multi-family) and associated demand for land under varying density assumptions. These assumptions will reflect the corridor's market position within the region. The demand analysis will draw from several key sources, including the following:
 1. Existing real estate market data and trend analyses
 2. Historical and planned building permits
 3. Published employment forecasts for the region
 4. Existing economic data from OFM, DOR, and ESD
 5. Interviews with local real estate professionals

Consultant Deliverables:

One draft and one final Market Analysis memorandum

City responsibilities:

Provide one consolidated set of review comments on the draft memorandum within two weeks of receipt.

Budget for Task 1.5: \$8,393

Task 1.6: Analysis of Existing Conditions

Documentation, primarily from existing sources of information, of existing conditions in the Northern Gateway Area to provide a foundational understanding of the suitability of PAA 4 for expansion of the City's UGA and of PAA 1 and/or PAA 4 for annexation to the city.

Consultant services:

- a. **Analysis of Available Information**
Review available planning, environmental, economic, traffic, and infrastructure information in existing reports and studies. Documents reviewed will include the Covington Comprehensive Plan, Covington Municipal Code, Capital Facilities Plans, Buildable Lands Reports, PSRC Vision 2040 growth projections, existing economic and marketing information, King County records (e.g. parcels and similar), and existing traffic studies.
- b. **Demographic Profile**
Prepare a profile of the study area in terms of population, housing, employment, current land use, school enrollment and other pertinent demographic information based on data from the Market Analysis above and the Buildable Lands Capacity and Build-Out Analysis.
- c. **Critical Areas Assessment**
 1. Perform a reconnaissance level review of critical areas within the Northern Gateway planning area. As part of this effort, all relevant and available inventories (critical areas and shorelines), aerial imagery, and existing local and state studies will be reviewed to gather information. Based on this information, staff biologists will perform limited field ground truthing of select critical areas, primarily wetlands, which have the greatest potential impact on future development based on size and the width of regulatory buffers.
 2. Review the critical area regulations which are currently in place for the County and compare to the City of Covington's regulations to assess the protection standards that would be afforded critical areas within the Northern Gateway Area.
- d. **Public Services Capacity Analysis (Parks, Schools, Fire/EMS)**
Prepare a summary analysis of services provided to the study area in terms of parks and recreation, schools, Fire/EMS, documenting the service provider, proximity of services to the study area, and any service delivery concerns (e.g. access, response times, etc.) provided by the service providers.
- e. **Transportation Capacity Analysis**
 1. Review traffic counts and traffic studies previously conducted for the City
 2. Provide new peak period counts at the SE 256th/SR 18 ramp intersections.
 3. Collect historical collision data from WSDOT and assess existing safety conditions in the study area.
 4. Analyze level of service for the peak hour conditions at up to six study area intersections as well as the other existing transportation characteristics (including transit and non-motorized modes) in the study area.
 5. Qualitatively describe the road pavement conditions within the study area based on field observation and/or readily available data such as from King County.
- f. **Sewer, Stormwater, and Water Infrastructure Capacity Analysis**
Review the existing and future sewer, water, and stormwater systems information provided by the City of Covington, Covington Water District, and the Soos Creek Water and Sewer District.

Consultant Deliverables:

Existing conditions report containing an executive summary and the following memoranda:

- a. Memorandum on demographic profile.
- b. Memorandum on critical areas assessment.
- c. Memorandum of current public services capacity information.
- d. Memorandum, including maps as appropriate, on transportation capacity that summarizes the methods and results of existing operational and safety analyses for roadways, transit and non-motorized modes, and identifies transportation opportunities and constraints within the study area. The memorandum also will include an overview analysis of the general transportation system capacity anticipated to be in place at the time an annexation becomes effective. This analysis will primarily be based upon current comprehensive planning efforts by each jurisdiction. The analysis will include tasks that should be undertaken in subsequent project phases to address identified transportation issues and develop specific solutions.
- e. Prepare a summary memorandum, including maps as appropriate, outlining the sewer, stormwater, and water systems and identifying any constraints or other issues related to providing these urban services to the Northern Gateway Area.

City responsibilities:

- a. Provide the 2008 counts for the other major intersections in and near the Northern Gateway area conducted for the City's last transportation element update (or more recent available counts.)
- b. Provide traffic studies that contain information relevant to the transportation system in the study area.
- c. Provide one consolidated set of review comments on the draft existing conditions report within two weeks of receipt.

Budget for Task 1.6: \$17,330

Task 1.7: Preliminary Fiscal Analysis of Annexation

Evaluation of the incremental fiscal impact of growth within PAA 1 and PAA 4 (assuming the areas are annexed into the City as some future date). The analysis will evaluate annexation over a period of time to evaluate the full impact of growth in the area. Taking the analysis into the future shows how the fiscal balance in the City might change over time and how annexation might affect the long-term fiscal outlook for a new, larger City. The central focus of this analysis will be to evaluate how the City will experience incremental revenue and cost increases as a result of annexation of the areas. In this sense, it will be possible to understand the degree that growth and annexation of these areas helps or hurts the City's underlying fiscal position.

Consultant services:

- a. Buildout of PAA 1 and PAA 4

Prepare a preliminary fiscal analysis built on the premise that key factors in the land base (such as population, employment, and commercial activity) drive both demand for services and changes in the City's tax base. Demand for services drives costs and depends on a jurisdiction's scope of services and choices regarding level of service. The tax base drives revenues and will vary based on a jurisdiction's choices regarding fiscal and taxing policy (limited by tax laws). The analysis will allow for the varying of assumptions about anticipated development in the City and annexation areas over time, and how these changes affect the underlying local tax base. In particular, the following elements will be specified from the buildable land capacity analysis and market assessment: (1) development assumptions including type, scale, and timing of new development; (2) type and mix of tenants, associated employment, and business income levels; (3) housing mix (single-family and multi-family) and density; and (4) productivity of new retail activity.

b. Cost Assessment

Prepare a conceptual cost assessment of the potential impact of development on the demand for ongoing city services. The assessment will focus on the core city services that may be affected by annexation, such as police, parks and recreation, and street maintenance. The cost assessment will assume continuation of existing levels of service and will consider opportunities for economies of scale, service delivery efficiencies, and current capacities in the various city services. Consultant has some familiarity with the City's public services and cost structure having recently completed a public safety cost study.

c. Revenue Assessment

Develop a flexible public revenue model that will allow for estimation of likely tax revenue impacts resulting from development. This task will involve taking the information gathered in the Buildout and Cost Assessment steps to analyze the direct tax effects of development in the study area. The analysis will be conducted using a cash flow revenue model that will build up from the development assumptions, including phasing and timing of development, to estimate changes in affected tax bases. In particular, the following parameters will be explicitly called out within the analysis and subject to control:

1. Development assumptions including type, scale, and timing of new development
2. Type and mix of tenant types and associated employment and business income levels
3. Productivity of new retail activity
4. Housing mix (owner-occupied, rental) and density
5. Assumptions about tax rates
6. Implications of tax credits and exemptions for certain types of development
7. Implications of sales tax streamlining on revenue potential of certain types of development

Current tax rates and City of Covington policies will be applied to the incremental tax bases to estimate potential public revenues. Revenues will be organized according to the legislative or policy limits on their use and whether they are one-time or ongoing revenues. The revenue module will allow for the assessment and testing of alternative policy choices. The revenue analysis will likely include:

1. Property Tax
2. Utility Tax
3. Sales Tax (both on construction and ongoing from business operations)
4. Real Estate Excise Tax
5. State Shared Revenues
6. B&O Taxes (both on construction and ongoing from business operations if applicable)
7. Business License Fees (if applicable)

Consultant Deliverables:

One draft and one final memorandum summarizing the preliminary fiscal analysis

City responsibilities:

Provide one consolidated set of review comments on the preliminary fiscal analysis within two weeks of receipt.

Budget for Task 1.7: \$5,265

Task 1.8: Opportunities and Constraints Assessment

Summary of the opportunities and constraints based on the information developed Tasks 1.1 through 1.7.

Consultant services:

Assess the opportunities and constraints associated with expanding the city's UGA to include PAA 4 and annexing PAA 1 and/or PAA 4.

Consultant deliverables:

Memorandum assessing the opportunities and constraints associated with expanding the city's UGA and annexing PAA 1 and/or PAA 4.

City responsibilities:

Provide one consolidated set of review comments on the opportunities and constraints memorandum within two weeks of receipt.

Budget for Task 1.8: \$2,143

Task 1.9: SEPA Approach

Assessment of alternative approaches to SEPA compliance for expanding the city's UGA and annexing PAA 1 and/or PAA 4.

Consultant services:

Prepare a memorandum on the advantages and disadvantages of various SEPA documentation options addressing proposals for the Northern Gateway Subarea, including a SEPA Checklist leading to a determination of non-significance (DNS); a Planned Action EIS, an EIS establishing an infill exemption; and potential other options.

Consultant deliverables:

One draft and one final memorandum describing the various SEPA approaches and summarizing the advantages and disadvantages of each approach and the potential costs associated with each approach.

City responsibilities:

Provide one consolidated set of review comments on the opportunities and constraints memorandum within two weeks of receipt.

Budget for Task 1.9: \$870

Task 1.10: Summary Technical Memorandum

Memorandum providing an executive summary of all Phase 1 Tasks and including as appendices all of the deliverables prepared for each of the Tasks.

Consultant services:

Compile the appropriate documents and analyses prepared in the Phase 1 Tasks into a unified summary technical memorandum. The memorandum also will include a policy analysis of key King County policies and requirements identified as essential to moving forward with a UGA amendment request for PAA 4.

Consultant Deliverables:

One draft and one final summary technical memorandum.

City responsibilities:

Provide one set of consolidated review comments on the summary technical memorandum.

Budget for Task 1.10: \$3,262

Task 1.11: Project Management Services

As part of providing the services in each of the Tasks, Consultant will be responsible for overall project management of the Consultant team for the Northern Gateway Area Study. In that capacity Consultant will:

- a. Meet with and manage the work of the subconsultant team members as necessary.
- b. Coordinate project work activities with city staff.
- c. Prepare and maintain a project schedule with specific action dates to ensure that the Consultant team meets the desired schedule.
- d. Communicate with city staff on a regular basis to assess project progress and action items to be accomplished by city staff and consultant team.
- e. Transmit a bi-weekly summary of project progress to city staff and any actions needed to ensure that the project remains on schedule and within budget.

SECTION B: CONSULTANT WORK PRODUCT AND DELIVERABLES

- a. All work products, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the consultant or sub-consultant while performing Work shall belong to the City of Covington. Digital copies of any data collected by the consultant or sub-consultants shall be provided to the City of Covington. The City expects final GIS data deliveries in ESRI ArcGIS (v10.0) geodatabase format, matching all content and spatial parameters of the existing city tax parcel data layer.
- b. All consultant deliverables will be prepared in a format compatible with MS Word 2007. All spreadsheets and graphs will be prepared in a format compatible with MS Excel 2007. All maps and graphs shall be produced in color where appropriate. Digital copies of draft and final deliverables will be provided in both MS Word and PDF file formats as requested by City staff. Digital versions shall include all graphics, tables and appendices in suitable form for publishing on the City website.

SECTION C: CITY SUPPORT SERVICES

- a. The City will provide all available government documents, studies, site plans, GIS data layers and mapping and other technical information pertaining to the study area based on the consultant's data request. Any documents provided in hardcopy shall be returned to the City as appropriate upon completion of the contract.
- b. The consultant shall perform all mapping and related GIS services; city staff will review and comment on all maps prior to finalization.
- c. The City will be responsible for document reproduction and distribution of all review and final drafts.
- d. The City will be responsible for website updates of available project materials.
- e. The City will be responsible for meeting notices, public meeting room arrangements, and other logistics for public meetings.

SECTION D: PRELIMINARY SCHEDULE

May

Kickoff meeting
Stakeholder interviews
Summary of stakeholder interviews
Public information meeting
Preliminary land use concept
Buildable lands capacity analysis
Existing conditions analysis
Market analysis
Fiscal analysis

June

Existing conditions analysis
Market analysis
Fiscal analysis
Draft opportunities and constraints assessment
Draft SEPA approach
Draft summary technical memorandum

July

Draft opportunities and constraints assessment
Draft SEPA approach review
Draft summary technical memorandum
Final opportunities and constraints assessment
Final SEPA approach
Final summary technical memorandum

August (to be completed no later than August 15th)

Final opportunities and constraints assessment
Final summary technical memorandum

SECTION E: BUDGET

Task 1.1: Kick-Off Meeting: \$4,562
Task 1.2: Public Involvement: \$3,625
Task 1.3: Preliminary Land Use Concept Plan: \$1,570
Task 1.4: Buildable Lands Capacity and Build-Out Analysis: \$7,230
Task 1.5: Market Analysis: \$8,393
Task 1.6: Analysis of Existing Conditions: \$17,330
Task 1.7: Preliminary Fiscal Analysis of Annexation: \$5,265
Task 1.8: Opportunities and Constraints Assessment: \$2,143
Task 1.9: SEPA Approach: \$870
Task 1.10: Summary Technical Memorandum: \$3,262
Project Expenses: \$1,085

Total Cost Not to Exceed: \$55,335

Note: The budgets for each Task are approximations only; the actual amounts expended for an individual Task may vary from the budget amount, in which case the excess or deficit will be applied to a different Task such that neither the consultant services and deliverables are compromised nor the total cost for the Phase 1 Work Program is exceeded without prior written approval of the City.

SECTION F: SUBCONSULTANT TEAM MEMBERS

BERK

Communita Design
ESM Civil Engineers
Heffron Transportation
The Watershed Company

City of Covington
Northern Gateway Area Study
Anticipated Timing and Amount of Monthly Invoices

	Budget	04-May	05-Jun	05-Jul	06-Aug	22-Aug	Totals
Task 1.1 Kickoff Mtg	4,561	4,561					4,561
Task 1.2 Public Involvement	3,625	600	3,025				3,625
Task 1.3 Prel Land Use Concept	1,570		1,570				1,570
Task 1.4 Buildable Lands Capacity	7,230		5,500	1,730			7,230
Task 1.5 Market Analysis	8,393		3,000	5,393			8,393
Task 1.6 Existing Conditions Analysis	17,330		8,665	8,665			17,330
Task 1.7 Preliminary Fiscal Analysis	5,265		2,000	3,265			5,265
Task 1.8 Opportunities/Constraints	2,143			1,714	214	214	2,143
Task 1.9 SEPA Approach	870			696	87	87	870
Task 1.10 Summary Tech Memo	<u>3,262</u>			<u>2,610</u>	<u>326</u>	<u>326</u>	<u>3,262</u>
Sutotal	54,249	5,161	23,760	24,073	628	628	54,249
Expenses	<u>1,085</u>		<u>285</u>	<u>400</u>	<u>250</u>	<u>150</u>	<u>1,085</u>
Phase 1 Totals	55,334	5,161	24,045	24,473	878	778	55,334

CITY OF COVINGTON
AGREEMENT

THIS AGREEMENT is entered into this ___ day of April, 2012, by and between the City of Covington (“City”), a Washington municipal corporation, and Yarrow Bay Holdings (“Yarrow Bay”), a limited liability company.

RECITALS:

A. At their Council Summit in January of 2012, Covington’s City Council, pursuant to a request from private developers, discussed future development possibilities for the area known as the “Northern Gateway”, which encompasses approximately 485 acres on both sides of Highway 18 at the existing SE 256th Street interchange; and

B. Covington’s City Council directed City staff to issue a Request for Proposals (RFP) to complete an Urban Growth Area (UGA) analysis, a potential annexation study, a subarea plan, and proposed zoning district classification and zoning guidelines within the Northern Gateway; and

C. Through the RFP process the City selected Stalzer and Associates (“Consultant”) to perform a first phase study focusing on a buildable lands capacity and build-out analysis exploring the feasibility of adding all or a portion of the Northern Gateway area into the UGA (“Phase 1 Study”); the Phase 1 Study agreement between the City and the Consultant is attached hereto as Exhibit A and incorporated by this reference; and

D. As a major property stakeholder within the Northern Gateway, and as a primary beneficiary of the Phase 1 Study analysis, Yarrow Bay has agreed to share in the costs of the Phase 1 Study pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the City and Yarrow Bay do hereby agree as follows:

1. Engagement. Yarrow Bay does hereby engage the City and the City does hereby agree to perform the services more particularly described herein.

2. Scope of Services. The City shall execute the agreement with the Consultant to perform the services described in Exhibit A, the Phase 1 Study. At the completion of the Phase 1 Study, the City shall provide copies of any and all records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection with the Phase 1 Study. No confidential information obtained or created by Consultant shall be disclosed to any person or party other than the City without the City’s prior written consent. The City shall remain the owner of any documents produced by the Consultant.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Phase 1 Study, but in any event no later than December 31, 2012 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and Yarrow Bay.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the City performing the services described herein, Yarrow Bay agrees to pay the City an amount not to exceed \$XX,XXX, inclusive of all taxes and fees.

4.2. Method of Payment. Payment by Yarrow Bay shall be made in four (4) equal monthly installments commencing on the last day of the month this Agreement is executed; subsequent installments shall be due on or before the last day of each consecutive month thereafter.

5. Termination. Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by either party. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant shall be submitted to Yarrow Bay within ten (10) days of the date of termination. In the event this Agreement is terminated or suspended, the City shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred by the Consultant to the date of termination.

6. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

7. Amendment. This Agreement may not be modified or amended except by writing signed by all parties hereto.

8. No Waiver. Failure or delay of either party to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of either party to declare one breach or default does not act as a waiver of that party's right to declare another breach or default.

9. Severability. Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

10. Notices. All notices, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by first class or certified mail, with postage prepaid,

10.1 if to Yarrow Bay, to:

Name
Company
Address

Address

or to such other person or place as Yarrow Bay shall furnish to the City in writing; and

10.2 if to the City, to:

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

or to such other person or place as the City shall furnish to Yarrow Bay in writing.

Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

11. Governing Law / Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

12. Attorney's Fees. In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party's reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney's fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

13. Authority. Each individual executing this Agreement on behalf of the City and Yarrow Bay represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of Yarrow Bay or the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF COVINGTON

By: Derek Matheson
Its: City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

CITY OF COVINGTON
AGREEMENT

THIS AGREEMENT is entered into this ___ day of April, 2012, by and between the City of Covington (“City”), a Washington municipal corporation, and BranBar LLC (“BranBar”), and H&C Enterprises LLC (“H&C Enterprises”), both limited liability companies.

RECITALS:

A. At their Council Summit in January of 2012, Covington’s City Council, pursuant to a request from private developers, discussed future development possibilities for the area known as the “Northern Gateway”, which encompasses approximately 485 acres on both sides of Highway 18 at the existing SE 256th Street interchange; and

B. Covington’s City Council directed City staff to issue a Request for Proposals (RFP) to complete an Urban Growth Area (UGA) analysis, a potential annexation study, a subarea plan, and proposed zoning district classification and zoning guidelines within the Northern Gateway; and

C. Through the RFP process the City selected Stalzer and Associates (“Consultant”) to perform a first phase study focusing on a buildable lands capacity and build-out analysis exploring the feasibility of adding all or a portion of the Northern Gateway area into the UGA (“Phase 1 Study”); the Phase 1 Study agreement between the City and the Consultant is attached hereto as Exhibit A and incorporated by this reference; and

D. As a major property stakeholder within the Northern Gateway, and as a primary beneficiary of the Phase 1 Study analysis, BranBar has agreed to share in the costs of the Phase 1 Study pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the City and BranBar do hereby agree as follows:

1. Engagement. BranBar does hereby engage the City and the City does hereby agree to perform the services more particularly described herein.

2. Scope of Services. The City shall execute the agreement with the Consultant to perform the services described in Exhibit A, the Phase 1 Study. At the completion of the Phase 1 Study, the City shall provide copies of any and all records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection with the Phase 1 Study. No confidential information obtained or created by Consultant shall be disclosed to any person or party other than the City without the City’s prior written consent. The City shall remain the owner of any documents produced by the Consultant in performing the Phase 1 Study.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Phase 1 Study, but in any event no later than December 31, 2012 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and BranBar.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the City performing the services described herein, BranBar agrees to pay the City an amount not to exceed \$XX,XXX, inclusive of all taxes and fees.

4.2. Method of Payment. Payment by BranBar shall be made in four (4) equal monthly installments commencing on the last day of the month this Agreement is executed; subsequent installments shall be due on or before the last day of each consecutive month thereafter.

5. Termination. Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by either party. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant shall be submitted to BranBar within ten (10) days of the date of termination. In the event this Agreement is terminated or suspended, the City shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred by the Consultant to the date of termination.

6. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

7. Amendment. This Agreement may not be modified or amended except by writing signed by all parties hereto.

8. No Waiver. Failure or delay of either party to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of either party to declare one breach or default does not act as a waiver of that party's right to declare another breach or default.

9. Severability. Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

10. Notices. All notices, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by first class or certified mail, with postage prepaid,

10.1 if to BranBar and H&C Enterprises, to:

Name
Company
Address

Address

or to such other person or place as BranBar shall furnish to the City in writing; and

10.2 if to the City, to:

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

or to such other person or place as the City shall furnish to BranBar in writing.

Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

11. Governing Law / Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

12. Attorney's Fees. In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party's reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney's fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

13. Authority. Each individual executing this Agreement on behalf of the City and BranBar represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of BranBar or the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF COVINGTON

By: Derek Matheson
Its: City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

DISCUSSION OF FUTURE AGENDA TOPICS:

**6:00 p.m., Tuesday, May 8, 2012
Joint Council Study Session with Covington Chamber of
Commerce Board and Covington Economic Development Council**

7:00 p.m., Tuesday May 8, 2012 Regular Meeting

(Draft Agendas Attached)

Covington: Unmatched quality of life



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL JOINT STUDY SESSION WITH THE
COVINGTON CHAMBER OF COMMERCE BOARD OF DIRECTORS AND
COVINGTON ECONOMIC DEVELOPMENT COUNCIL**
Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov

Tuesday, May 8, 2012 - 6:00 p.m.

GENERAL INFORMATION:

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

CALL CITY COUNCIL JOINT STUDY SESSION TO ORDER

ROLL CALL

APPROVAL OF AGENDA

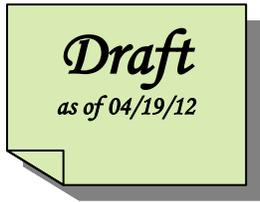
ITEM(S) FOR DISCUSSION

1. CEDC Work Plan Update (Kodama)
2. Branding (_____)

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

ADJOURN

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



Covington: Unmatched quality of life



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

Tuesday, May 8, 2012
7:00 p.m.

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

CALL CITY COUNCIL MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION – NONE

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

APPROVE CONSENT AGENDA

- C-1. Minutes of April 24, 2012 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Appoint Voting Delegate for Puget Sound Regional Council General Assembly Meeting (Matheson)

NEW BUSINESS

- 1. Consider Code Changes for Wireless Communications Facilities (Hart)
- 2. 2012 First Quarter Financial Report (Hendrickson)
- 3. Solid Waste Franchise (Akramoff)

COUNCIL/STAFF COMMENTS

- Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

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