

Covington: Unmatched quality of life
CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
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Tuesday, August 14, 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

- Northern Gateway Area Study Presentation “Covington Developable Parcel Inventory,” Robert Thorpe, R.W. Thorpe & Associates, Inc. (20 minutes)

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 is not intended for conversation or debate. Comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.**

APPROVE CONSENT AGENDA

- C-1. Minutes: July 10, 2012 Special & Regular Meeting and July 24, 2012 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Accept Department of Ecology Grant and Award Construction Contract for Aqua Vista Drainage Improvements (Akramoff)
- C-4. Accept Covington Water District Easement Agreement (Lyons)

NEW BUSINESS

1. Discuss Planning Commission Recommendation on Proposed 2012 Comprehensive Plan Amendments (Hart)
2. Northern Gateway Progress Report (Hart)
3. 2012 Second Quarter Financial Report (Parker)

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.

Consent Agenda Item C-1

Covington City Council Meeting

Date: August 14, 2012

SUBJECT: APPROVAL OF MINUTES: JULY 10, 2012 CITY COUNCIL SPECIAL &
REGULAR MEETING MINUTES AND JULY 24, 2012 CITY COUNCIL
REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

**Councilmember _____ moves, Councilmember _____
seconds, to approve the July 10, 2012 City Council Special &
Regular Meeting Minutes and July 24, 2012 City Council Regular
Meeting Minutes.**

**City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, July 10, 2012**

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

INTERVIEWS – 6:15-7:00 P.M.:

The Council conducted interviews for openings on the Covington Economic Development Council. Applicants interviewed included Laura Roth, Jim Hutchinson, and Jeff Wagner.

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, July 10, 2012, at 7:10 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

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; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PUBLICATION COMMUNICATION:

- Council presented a proclamation to Leslie Hamada as the 2012 Honorary Citizen of the Year, proclaiming Sunday, July 22, 2012, as Leslie Hamada Day in the city of Covington.

- Council presented a proclamation to Jeff Wagner as the 2012 Citizen of the Year, proclaiming Saturday, July 21, 2012, as Jeff Wagner Day in the city of Covington.

Council recessed from 7:13 to 7:31 p.m. for a brief reception for the citizen of the year and the honorary citizen of the year.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Ray Markley, 21832 SE 245th Street, Maple Valley, spoke regarding the 176TH Place SE Right-of Way Vacation and expressed his dissatisfaction with both the process and the outcome.

Chele Dimmett, 26626 190th Avenue SE, Covington, invited public to Timberlane Trash and Bash on Saturday, July 14, with clean up occurring from 8 a.m. to noon followed by a picnic and children's activities.

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

APPROVE CONSENT AGENDA:

C-1. Approval of Vouchers: Vouchers #27879-27939, in the Amount of \$1,520,186.81, Dated June 26, 2012; and Paylocity Payroll Checks #1000605561-1000605576 and Paylocity Payrolls Checks #1000605579-1000605580 Inclusive, Plus Employee Direct Deposits in the Amount of \$147,614.89, Dated July 6, 2012.

C-2. Approve Bonneville Power Administration Land Use Agreement.

ORDINANCE NO. 10-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, KING COUNTY, WASHINGTON, AMENDING
SECTION 1 OF ORDINANCE NO. 17-11

C-3. Amend Ordinance Committing Revenue from Development Services and Parks and Recreation Funds.

Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded to approve the Consent Agenda as amended. Vote: 7-0. Motion carried.

PUBLIC HEARING:

1. Public Testimony and Possible Action on Resolution to Surplus City Property.

Senior Planner Salina Lyons gave the staff report on this item.

Mayor Harto opened the public hearing and called for public comments.

Michael Crowson, Covington Investments II Manager, 11711 SE 8th Street, Bellevue 98005, stated that Covington Investments II is in favor of the surplus of this property so it can be purchased and re-developed consistent with the current zoning code and development guidelines.

Ray Markley, 21832 SE 245th Street, Maple Valley, asked Council to sell him surplus property adjacent to his property as the city was taking 15 feet off his property to widen the road.

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

RESOLUTION NO. 12-08

A RESOLUTION OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DECLARING CERTAIN REAL PROPERTY KNOWN AS “PORTIONS OF SE 270TH ST.” (PARCEL NOS. 3780400020 AND 3780400030) AND THE “JUNE ESTATES STORMWATER TRACT” (PARCEL 3780400130) AS SURPLUS AND AUTHORIZING THEIR SALE BY THE CITY MANAGER.

Council Action: Councilmember Snoey moved and Councilmember Mhoon seconded to pass Resolution No. 12-08 declaring certain real property known as “portions of SE 270th St.” (Parcel Nos. 3780400020 and 3780400030) and the June Estates stormwater tract” (Parcel 3780400130) as surplus and authorizing the city manager to negotiate and enter into an agreement with Covington Investments LLC for purchase of the surplused properties. **Vote: 7-0. Motion carried.**

NEW BUSINESS:

2. Consider 176th Place SE Right-of-Way Vacation.

Senior Planner Salina Lyons gave the staff report on this item.

Councilmembers asked questions, and Ms. Lyons provided responses.

ORDINANCE NO. 11-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON APPROVING A PETITION TO VACATE APPROXIMATELY 80 FEET OF THE SOUTHEASTERLY PORTION OF 176TH PLACE SE, ADJACENT TO SE WAX ROAD

Council Action: Councilmember Snoey moved and Councilmember Scott seconded to pass Ordinance No. 11-12 approving the petition to vacate approximately 80 feet of the southeastern portion of 176th Place SE, adjacent to SE Wax Road with the conditions in the hearing examiner’s recommendation to the city council dated May 23, 2012, and directing the city manager to enter into an agreement with Covington Investments LLC for purchase of the vacated right-of-way adjacent to the city’s surplused stormwater facility. **Vote: 6-1. (Voting yes: Harto, Lanza, Mhoon, Snoey, Scott, and Wagner; voting no: Lucavish). Motion carried.**

3. Consider Appointments to Covington Economic Development Council.

Councilmember Wagner recused himself from this item.

Council Action: Councilmember Snoey moved and Councilmember Scott seconded to appoint Laura Roth to fill Position No. 4 on the Covington Economic Development Council with a term expiring July 31, 2014. Vote: 6-0. Motion carried.

Council Action: Councilmember Lucavish moved and Councilmember Snoey seconded to appoint Jim Hutchinson to fill Position No. 6 on the Covington Economic Development Council with a term expiring July 31, 2014. Vote: 6-0. Motion carried.

Council Action: Councilmember Scott moved and Councilmember Snoey seconded to appoint Jeff Wagner to fill Position No. 7 on the Covington Economic Development Council with a term expiring July 31, 2014. Vote: 6-0. Motion carried.

4. Adopt Human Services Commission Master Plan.

Personnel and Human Services Analyst Victoria Throm gave the staff report on this item.

Councilmembers provided complimentary comments on the report.

Council Action: Mayor Harto moved and Councilmember Snoey seconded to adopt the Human Services Master Plan. Vote: 7-0. Motion carried.

5. Options for Viewing Meeting Presentations.

City Clerk/Executive Assistant Sharon Scott gave the staff report on this item.

Council Action: There was Council consensus to direct staff to research and make the selection between monitors, increased memory of the existing laptops, or some other viable option for viewing meeting presentations. Council also concurred that it was against any options that involved monitors hanging from the Council Chambers ceiling.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

City Manager Derek Matheson requested Council direction for staff as to placing an item on an upcoming agenda regarding Mr. McCain's fence request.

Council Action: Councilmember Wagner moved and Councilmember Scott seconded to reaffirm previous Council decision and not place Mr. McCain's fence request on a future agenda. Vote: 4-3 (Voting yes: Harto, Mhoon, Scott, and Wagner; voting no: Lanza, Lucavish, and Snoey). Motion carried.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Unapproved Draft – July 10, 2012 Special & Regular Meeting Minutes
Submitted for Approval: August 14, 2012

Ray Markley, 21832 SE 245th Street, Maple Valley, expressed his displeasure in Council's decision and asked Council to direct staff to work on a solution with him.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:50 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, July 24, 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, July 24, 2012, at 7:00 p.m., with Mayor Pro Tem Wagner presiding.

COUNCILMEMBERS PRESENT:

Mark Lanza, David Lucavish, Marlla Mhoon, Jim Scott, Wayne Snoey, and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Margaret Harto.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Sara Springer, City Attorney; Scott Thomas, Parks & Recreation Director; and Sharon Scott, City Clerk/Executive Assistant.

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

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

APPROVAL OF AGENDA:

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

PUBLIC COMMUNICATION:

- Tom Washington, SR516 Corridor Study Project Manager with the Washington State Department of Transportation, gave a presentation on the SR516 Corridor Study including overview, background, study goals and objectives, corridor working group, safety analysis, modeling, traffic volumes, intersections analyzed, corridor segment analysis – traffic speeds, railroad analysis, Moving Washington, summary of recommendations, and next steps.

PUBLIC COMMENT:

Mayor Pro Tem Wagner called for public comments.

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

APPROVE CONSENT AGENDA:

- C-1. Minutes: June 26, 2012 Regular Meeting Minutes.
- C-2. Vouchers #27940-28001, in the Amount of \$118,381.53, Dated July 9, 2012; and Paylocity Payroll Checks #1000626794-1000626814 Inclusive, Plus Employee Direct Deposits in the Amount of \$152,904.56, Dated July 20, 2012.
- C-3. Contract Amendment for Street Sweeping.

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

REPORTS OF COMMISSIONS:

Human Services Commission – Vice Chair Fran McGregor-Hollums reported on the July 12 meeting.

Arts Commission – Secretary Gini Cook reported on the July 12 meeting.

Planning Commission – Community Development Director Richard Hart reported on the July 19 meeting; the July 4 meeting was canceled.

Budget Priorities Advisory Committee – City Manager Derek Matheson reported on the July 18 meeting; the July 5 meeting was canceled.

Economic Development Council – Co-Chair Jeff Wagner reported on the June 28 meeting.

Parks & Recreation Commission – No report. The July 18 meeting was canceled.

PUBLIC HEARING:

- 1. Public Testimony and Possible Action on Medical Marijuana Moratorium Extension.

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

Mayor Pro Tem Wagner opened the public hearing and called for public comments.

There being no comments, Mayor Pro Tem Wagner closed the public hearing.

ORDINANCE NO. 12-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING ORDINANCE NO. 08-11 TO EXTEND THE MORATORIUM ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MEDICAL MARIJUANA DISPENSARIES, PRODUCTION FACILITIES,

PROCESSING FACILITIES, AND COLLECTIVE GARDENS WITHIN THE CITY OF COVINGTON FOR AN ADDITIONAL SIX MONTHS; PROVIDING FOR A PUBLIC HEARING ON THE MORATORIUM EXTENSION; AMENDING ORDINANCE NO. 08-11; ADOPTING FINDINGS OF FACT SUPPORTING THE MORATORIUM ADOPTED BY ORDINANCE NO. 08-11; AND PROVIDING FOR SEVERABILITY.

Council Action: Councilmember Mhoon moved and Councilmember Lanza seconded to adopt Ordinance No. 12-12 providing for a six-month extension to the existing moratorium on medical marijuana collective gardens, production and processing facilities, dispensaries, and related businesses. Vote: 6-0. Motion carried.

NEW BUSINESS:

2. Amend Multifamily Tax Exemption Ordinance to Add Condominiums.

Councilmembers discussed and provided comments.

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

ORDINANCE NO. 13-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING CHAPTER 3.80 OF THE COVINGTON MUNICIPAL CODE RELATING TO EXEMPTIONS FROM AD VALOREM PROPERTY TAXATION FOR MULTI-FAMILY HOUSING IN DESIGNATED RESIDENTIAL TARGETED AREAS TO INCLUDE OWNER-OCCUPIED MULTI-FAMILY HOUSING.

Council Action: Councilmember Snoey moved and Councilmember Scott seconded to amend CMC 3.80 to allow exemptions from ad valorem property taxation for owner-occupied multi-family housing in designated residential targeted areas. Vote: 6-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

City Manager Derek Matheson asked Council for a representative to the lobbyist selection committee. Council selected Councilmember Mhoon with Mayor Pro Tem Wagner as an alternate.

PUBLIC COMMENTS:

Mayor Pro Tem Wagner called for public comments.

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

Unapproved Draft – July 24, 2012 Regular Meeting Minutes
Submitted for Approval: August 14, 2012

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:05 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: August 14, 2012

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #28002-28003, in the Amount of \$1,685.28, Dated July 18, 2012; Vouchers #28004-28063, in the Amount of \$435,345.01, Dated July 23, 2012; and Paylocity Payroll Checks #1000655309-1000655326 Inclusive, Plus Employee Direct Deposits in the Amount of \$153,007.59, Dated August 3, 2012.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #28002-28003, in the Amount of \$1,685.28, Dated July 18, 2012; Vouchers #28004-28063, in the Amount of \$435,345.01, Dated July 23, 2012; and Paylocity Payroll Checks #1000655309-1000655326 Inclusive, Plus Employee Direct Deposits in the Amount of \$153,007.59, Dated August 3, 2012.

July 18, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 28002 Through Check # 28003

In the Amount of \$1,685.28

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:	28002	Check Date:	07/18/2012
Vendor:	0867	Home Depot Credit Services	
7050319	Maint shop; outside light, light bulb	07/18/2012	21.06
7050319	Maint shop; outside light, light bulb	07/18/2012	42.11
7050319	Maint shop; outside light, light bulb	07/18/2012	42.11
707263	Maint shop; duct tape, drywall	07/18/2012	14.05
707263	Maint shop; duct tape, drywall	07/18/2012	28.08
707263	Maint shop; duct tape, drywall	07/18/2012	28.08
7054496	Respirators	07/18/2012	21.69
0010592	Caulking gun, sealant, lumber	07/18/2012	37.37
0010652	Chain hook	07/18/2012	6.84
0162856	Sealant, concrete fix	07/18/2012	34.97
9043408	Aquatics; shop-vac adapter/attachments	07/18/2012	21.11
0053850	Aquatics; tote, string, bearing plate	07/18/2012	69.19
6050622	Aquatics; tape measure	07/18/2012	21.69
6143278	Maint shop; hose repair fitting	07/18/2012	0.75
6143278	Maint shop; hose repair fitting	07/18/2012	1.51
6143278	Maint shop; hose repair fitting	07/18/2012	1.51
7044957	Aquatics; sanding sponges, paint	07/18/2012	12.93
7050287	Maint shop; light bulbs	07/18/2012	11.87
7050287	Maint shop; light bulbs	07/18/2012	23.75
7050287	Maint shop; light bulbs	07/18/2012	23.74
7091189	Maint shop; return, light bulb	07/18/2012	-3.26
7091189	Maint shop; return, light bulb	07/18/2012	-6.50
7091189	Maint shop; return, light bulb	07/18/2012	-6.50
			Check Total:
			448.15
Check No:	28003	Check Date:	07/18/2012
Vendor:	1487	NAPA Auto Parts	
633094	Maint shop; grease fittings	07/18/2012	4.57
633094	Maint shop; grease fittings	07/18/2012	9.15
633094	Maint shop; grease fittings	07/18/2012	9.15
633729	Maint shop; gloves, light bulb	07/18/2012	6.19
633729	Maint shop; gloves, light bulb	07/18/2012	12.38
633729	Maint shop; gloves, light bulb	07/18/2012	12.38
634463	Maint shop; compressor	07/18/2012	217.20
634463	Maint shop; compressor	07/18/2012	434.39
634463	Maint shop; compressor	07/18/2012	434.40
635939	Maint shop; supplies	07/18/2012	23.37
635939	Maint shop; supplies	07/18/2012	46.74
635939	Maint shop; supplies	07/18/2012	46.74
635982	Return; switch	07/18/2012	-3.91
635982	Return; switch	07/18/2012	-7.81
635982	Return; switch	07/18/2012	-7.81
			Check Total:
			1,237.13
			Date Totals:
			1,685.28
			Report Total:
			0.00
			1,685.28

July 23, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 28004 Through Check # 28063

In the Amount of \$435,345.01

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: 28004	Check Date: 07/23/2012			
Vendor: 2502	AALL Self Storage			
2502-7	Storage; lease, August	07/23/2012		170.00
				Check Total:
				170.00
Check No: 28005	Check Date: 07/23/2012			
Vendor: 0206	AFLAC			
330563	Insurance premiums; July	07/23/2012		511.21
				Check Total:
				511.21
Check No: 28006	Check Date: 07/23/2012			
Vendor: 1955	All-Around Fence Co.			
4773	Fence repair; 180 & SE 267th Pl.	07/23/2012		1,400.94
				Check Total:
				1,400.94
Check No: 28007	Check Date: 07/23/2012			
Vendor: 0463	Allied Waste Services			
0176-00345	Maint shop; disposal, 6/1-6/30/12	07/23/2012		227.12
0176-00345	Aquatics; waste disposal, 6/1-6/30/12	07/23/2012		245.91
0176-00345	Maint shop; disposal, 6/1-6/30/12	07/23/2012		227.12
0176-00345	Maint shop; disposal, 6/1-6/30/12	07/23/2012		113.56
				Check Total:
				813.71
Check No: 28008	Check Date: 07/23/2012			
Vendor: 0088	American Planning Association			
145408-125	Lyons; APA/AICP membership, 10/12-10/13	07/23/2012		102.20
145408-125	Lyons; APA/AICP membership, 10/12-10/13	07/23/2012		408.80
				Check Total:
				511.00
Check No: 28009	Check Date: 07/23/2012			
Vendor: 2140	Amicor Construction			
BEY-04-12	Minor housing repair; #BEY-04-12	07/23/2012		1,089.25
SMIT-13.B-	Minor housing repair; #SMIT-13.B-12	07/23/2012		668.97
JANE-02-12	Minor housing repair; #JANE-02-12	07/23/2012		741.73
				Check Total:
				2,499.95
Check No: 28010	Check Date: 07/23/2012			
Vendor: 2245	Auto Additions, Inc.			
IN0006546	#3383; Ford F350, LED lights	07/23/2012		996.16
				Check Total:
				996.16
Check No: 28011	Check Date: 07/23/2012			
Vendor: 0019	AWC Employee Benefits Trust			
100315L082	Medical Insurance Premiums; August	07/23/2012		805.64
100315L082	Medical Insurance Premiums; August	07/23/2012		4,778.73
100315L082	Medical Insurance Premiums; August	07/23/2012		8,390.88
100315L082	Medical Insurance Premiums; August	07/23/2012		2,233.17
100315L082	Medical Insurance Premiums; August	07/23/2012		8,333.28
100315L082	Medical Insurance Premiums; August	07/23/2012		515.36
100315L082	Medical Insurance Premiums; August	07/23/2012		6,072.38
100315L082	Medical Insurance Premiums; August	07/23/2012		2,049.73
100315L082	Medical Insurance Premiums; August	07/23/2012		1,999.90
100315L082	Medical Insurance Premiums; August	07/23/2012		2,130.01
100315L082	Medical Insurance Premiums; August	07/23/2012		5,651.88
100315L082	Medical Insurance Premiums; August	07/23/2012		1,461.80
				Check Total:
				44,422.76
Check No: 28012	Check Date: 07/23/2012			
Vendor: 2516	Bob's Heating & Air Conditioni			
0000061254	Minor housing repair; #WELT-08-12	07/23/2012		183.53
				Check Total:
				183.53
Check No: 28013	Check Date: 07/23/2012			
Vendor: 1075	Bowen Scarff Ford Sales, Inc.			
317752	#3375; new key	07/23/2012		94.89
				Check Total:
				94.89
Check No: 28014	Check Date: 07/23/2012			
Vendor: 0026	C&B Awards			
25037	Lucavish; name badge	07/23/2012		7.87
25037	Cohan; name badge/desk plate	07/23/2012		14.67

				<u>Check Amount</u>
25037	Patterson; name badge	07/23/2012		7.87
Check Total:				30.41
Check No: 28015	Check Date: 07/23/2012			
Vendor: 2270	CenturyLink			
2536317966	City hall; telephone service, 7/13-8/13	07/23/2012		46.66
Check Total:				46.66
Check No: 28016	Check Date: 07/23/2012			
Vendor: 2366	CenturyLink Business Services			
1220227262	Aquatics; internet/loop, June	07/23/2012		475.00
Check Total:				475.00
Check No: 28017	Check Date: 07/23/2012			
Vendor: 0722	City of Bellevue			
26971	eGov Alliance; HSCconnect	07/23/2012		1,000.00
Check Total:				1,000.00
Check No: 28018	Check Date: 07/23/2012			
Vendor: 0366	City of Covington			
0366-7	SWM utility tax; June 2012	07/23/2012		355.37
Check Total:				355.37
Check No: 28019	Check Date: 07/23/2012			
Vendor: 2382	Close Call Plumbing			
SMIT 13-12	Minor housing repair; #SMIT 13-12	07/23/2012		1,075.74
BEY 04.B-1	Minor housing repair; #BEY 04.B-1	07/23/2012		403.34
STEN-11-12	Minor housing repair; #STEN-11-12	07/23/2012		178.16
Check Total:				1,657.24
Check No: 28020	Check Date: 07/23/2012			
Vendor: 1170	Coastwide Laboratories			
W2449733	Aquatics; cleaning supplies	07/23/2012		553.22
W2449733-1	Aquatics; cleaning supplies	07/23/2012		339.06
Check Total:				892.28
Check No: 28021	Check Date: 07/23/2012			
Vendor: 0706	Covington Retail Associates			
3815	2nd floor; operating expenses, August	07/23/2012		1,456.53
3815	2nd floor; building lease, August	07/23/2012		3,122.75
3814	1st floor; building lease, August	07/23/2012		24,477.83
3814	1st floor; operating expenses, August	07/23/2012		9,435.61
Check Total:				38,492.72
Check No: 28022	Check Date: 07/23/2012			
Vendor: 0771	David Evans & Associates, Inc.			
320811	Integrated Traffice Impact; 6/3-6/30/12	07/23/2012		3,115.85
Check Total:				3,115.85
Check No: 28023	Check Date: 07/23/2012			
Vendor: 2508	Elizabeth Daymont			
2508-7	Summer Concert Series; SWAY, 8/3/12	07/23/2012		1,000.00
Check Total:				1,000.00
Check No: 28024	Check Date: 07/23/2012			
Vendor: 0072	Dept of Labor & Industries			
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		23.37
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		157.33
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		1,481.89
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		312.42
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		3,651.80
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		336.56
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		448.75
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		4,018.20
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		517.01
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		1,454.88
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		574.07
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		422.16
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		129.91
0072-2Qtr	Industrial Insurance; 2nd Quarter	07/23/2012		179.81
Check Total:				13,708.16

				<u>Check Amount</u>
Check No: 28025	Check Date: 07/23/2012			
Vendor: 1996	Facility Maintenance Contracto			
SALES01465	Maint shop; janitorial service	07/23/2012		101.60
SALES01465	Maint shop; janitorial service	07/23/2012		50.80
SALES01465	Maint shop; janitorial service	07/23/2012		101.60
			Check Total:	254.00
Check No: 28026	Check Date: 07/23/2012			
Vendor: 1876	John Gaudette			
1876-7	Full release of funds withheld	07/23/2012		1,804.06
			Check Total:	1,804.06
Check No: 28027	Check Date: 07/23/2012			
Vendor: 2078	Girard Resources & Recycling,			
10957	Lawn mix	07/23/2012		18.41
			Check Total:	18.41
Check No: 28028	Check Date: 07/23/2012			
Vendor: 1733	The Good Earth Works, Inc.			
120756	Weedeater string	07/23/2012		49.90
			Check Total:	49.90
Check No: 28029	Check Date: 07/23/2012			
Vendor: 1770	Richard Hart			
1770-7	Hart; King County meeting; parking	07/23/2012		7.00
1770-7	Hart; King County meeting; parking	07/23/2012		3.00
			Check Total:	10.00
Check No: 28030	Check Date: 07/23/2012			
Vendor: 2519	Maria Hess			
2519-7	Volunteer appreciation; entertainment	07/23/2012		400.00
			Check Total:	400.00
Check No: 28031	Check Date: 07/23/2012			
Vendor: 1722	Honey Bucket			
1-490105	Skate park; portable toilet, 7/5-8/4/12	07/23/2012		204.75
			Check Total:	204.75
Check No: 28032	Check Date: 07/23/2012			
Vendor: 1997	HSBC Business Solutions			
058991	Community picnic; return supplies	07/23/2012		-12.70
058991	Community picnic; condiments	07/23/2012		15.78
075880	Community picnic; supplies	07/23/2012		65.44
			Check Total:	68.52
Check No: 28033	Check Date: 07/23/2012			
Vendor: 1342	Integra Telecom			
9859938	City hall; telephone, 7/8-8/7/12	07/23/2012		1,196.81
9859938	Aquatics; telephone, 7/8-8/7/12	07/23/2012		88.52
9859938	Maint shop; telephone, 7/8-8/7/12	07/23/2012		87.00
9859938	Maint shop; telephone, 7/8-8/7/12	07/23/2012		174.02
9859938	Maint shop; telephone, 7/8-8/7/12	07/23/2012		174.02
			Check Total:	1,720.37
Check No: 28034	Check Date: 07/23/2012			
Vendor: 2234	Issaquah Honda Kubota			
12664	#3370/3371; strings	07/23/2012		11.51
12664	#3370/3371; strings	07/23/2012		11.51
12664	#3370/3371; strings	07/23/2012		5.76
			Check Total:	28.78
Check No: 28035	Check Date: 07/23/2012			
Vendor: 0143	King County Finance			
4385-4396	Street services; overlay; June 2012	07/23/2012		4,156.13
4448-4457	Street services; June	07/23/2012		7,253.61
4673-4673	Street services; June 2012	07/23/2012		7.78
4385-4396	Street services; June 2012	07/23/2012		12,054.18
			Check Total:	23,471.70
Check No: 28036	Check Date: 07/23/2012			
Vendor: 0641	King County Sheriff's Office			
12-202	Sheriffs office; lease, June	07/23/2012		-1,879.17

				<u>Check Amount</u>
12-202	Police services; June	07/23/2012		255,613.75
			Check Total:	253,734.58
Check No:	28037	Check Date:	07/23/2012	
Vendor:	2509	The Kings of Swing, Inc.		
2509-7	Summer Concert Series; 8/10/12	07/23/2012		1,600.00
			Check Total:	1,600.00
Check No:	28038	Check Date:	07/23/2012	
Vendor:	1828	Kathleen Kirshenbaum		
1828-7	Kirshenbaum; defense screening, mileage	07/23/2012		13.73
			Check Total:	13.73
Check No:	28039	Check Date:	07/23/2012	
Vendor:	2490	Law Office of Theresa and Phil		
2490-7	Public defender; video court, June	07/23/2012		1,100.00
			Check Total:	1,100.00
Check No:	28040	Check Date:	07/23/2012	
Vendor:	2489	Lea MacDonald		
27603Reiss	Refund; community room damage deposit	07/23/2012		257.00
			Check Total:	257.00
Check No:	28041	Check Date:	07/23/2012	
Vendor:	1878	MacLeod Reckord		
09105	Covington Park; Phs 1, 6/1-6/30/12	07/23/2012		3,000.00
			Check Total:	3,000.00
Check No:	28042	Check Date:	07/23/2012	
Vendor:	2367	Magnum Print Solutions		
104029	Toner	07/23/2012		257.22
			Check Total:	257.22
Check No:	28043	Check Date:	07/23/2012	
Vendor:	0734	Joan Michaud		
0734-7	Michaud; defender screening, mileage	07/23/2012		18.97
			Check Total:	18.97
Check No:	28044	Check Date:	07/23/2012	
Vendor:	1901	Modern Building Systems, Inc.		
0048915	Maint shop; building lease, 8/1-9/1/12	07/23/2012		284.53
0048915	Maint shop; building lease, 8/1-9/1/12	07/23/2012		569.07
0048915	Maint shop; building lease, 8/1-9/1/12	07/23/2012		569.06
			Check Total:	1,422.66
Check No:	28045	Check Date:	07/23/2012	
Vendor:	0682	Nextel Communications		
550142028-	Cellular service, 7/8-8/7/12	07/23/2012		89.11
550142028-	Cellular service, 7/8-8/7/12	07/23/2012		292.05
550142028-	Cellular service, 7/8-8/7/12	07/23/2012		48.41
550142028-	Cellular service, 7/8-8/7/12	07/23/2012		92.51
550142028-	Cellular service, 7/8-8/7/12	07/23/2012		96.79
550142028-	Cellular service, 7/8-8/7/12	07/23/2012		33.89
550142028-	Cellular service, 7/8-8/7/12	07/23/2012		287.23
550142028-	Cellular service, 7/8-8/7/12	07/23/2012		66.98
			Check Total:	1,006.97
Check No:	28046	Check Date:	07/23/2012	
Vendor:	0004	Office Depot		
1483732972	Specialty paper	07/23/2012		16.75
6156338140	Office supplies	07/23/2012		178.78
6156338140	Cleaner	07/23/2012		4.38
1482797074	Aquatics; specialty paper	07/23/2012		2.32
			Check Total:	202.23
Check No:	28047	Check Date:	07/23/2012	
Vendor:	2517	Over the Line Productions		
2517-7	Volunteer appreciation; entertainment	07/23/2012		450.00
			Check Total:	450.00
Check No:	28048	Check Date:	07/23/2012	
Vendor:	0973	Public Finance Inc.		
0001564	LID administration; 3rd quarter	07/23/2012		121.50

			<u>Check Amount</u>
			Check Total: 121.50
Check No: 28049	Check Date: 07/23/2012		
Vendor: 0161	Puget Sound Energy		
7042898077	Streets; electricity, 6/2-7/2/12	07/23/2012	62.17
4077639500	Skate park; electricity, 6/5-7/3/12	07/23/2012	12.35
7042899661	Streets; electricity, 6/2-7/2/12	07/23/2012	85.81
7042894027	Streets; electricity, 6/2-7/2/12	07/23/2012	10.30
4077636381	Streets; electricity, 6/2-7/2/12	07/23/2012	87.83
7042890538	Streets; electricity, 6/2-7/2/12	07/23/2012	56.16
7042894027	City tree; electricity, 6/2-7/2/12	07/23/2012	10.30
7042898374	Streets; electricity, 6/5-7/3/12	07/23/2012	50.19
7042895297	Streets; electricity, 6/5-7/3/12	07/23/2012	10.30
7042897053	Streets; electricity, 6/2-7/2/12	07/23/2012	7,852.68
8910394751	City hall; electricity, 6/2-7/2/12	07/23/2012	2,381.26
4513241002	SR 516; electricity, 5/31-6/28/12	07/23/2012	112.43
4513241002	Crystal view; electricity, 5/31-6/28/12	07/23/2012	10.30
7042894886	Streets; electricity, 6/5-7/3/12	07/23/2012	47.14
			Check Total: 10,789.22
Check No: 28050	Check Date: 07/23/2012		
Vendor: 1197	Rainier Wood Recyclers		
00043843	Brush/stump; disposal fees	07/23/2012	97.50
00043843	Wood chips	07/23/2012	97.74
			Check Total: 195.24
Check No: 28051	Check Date: 07/23/2012		
Vendor: 2514	SevenJam, USA		
2514-7	Summer Concert Series; 8/3/12	07/23/2012	250.00
			Check Total: 250.00
Check No: 28052	Check Date: 07/23/2012		
Vendor: 1903	Sound Publishing, Inc.		
471491	Covington residents guide	07/23/2012	1,500.00
471491	Weekly bulletins; 6/1,6/8,6/15,6/29	07/23/2012	568.17
			Check Total: 2,068.17
Check No: 28053	Check Date: 07/23/2012		
Vendor: 0217	State Auditor's Office		
L94277	Audit fees; June	07/23/2012	10,555.94
			Check Total: 10,555.94
Check No: 28054	Check Date: 07/23/2012		
Vendor: 0062	Suburban Cities Association		
2169	Matheson; SCA networking dinner	07/23/2012	45.00
			Check Total: 45.00
Check No: 28055	Check Date: 07/23/2012		
Vendor: 2390	T&N Enterprise		
2269	Minor housing repair; #AVER-03-12	07/23/2012	1,782.87
			Check Total: 1,782.87
Check No: 28056	Check Date: 07/23/2012		
Vendor: 2515	Terra Firma Consulting		
12-13	Urban Forestry Plan; Phase 1, Task 1	07/23/2012	3,500.00
			Check Total: 3,500.00
Check No: 28057	Check Date: 07/23/2012		
Vendor: 2103	US Bancorp Equip Finance Inc.		
207154600	Copier lease	07/23/2012	101.89
			Check Total: 101.89
Check No: 28058	Check Date: 07/23/2012		
Vendor: 1917	US Bank National Association		
386000046-	Investment service charge; 2nd Qtr	07/23/2012	31.34
386000046-	Investment service charge; 2nd Qtr	07/23/2012	22.14
386000046-	Investment service charge; 2nd Qtr	07/23/2012	69.76
386000046-	Investment service charge; 2nd Qtr	07/23/2012	67.76
			Check Total: 191.00

				<u>Check Amount</u>
Check No: 28059	Check Date: 07/23/2012			
Vendor: 1105	Washington State Patrol			
I12009680	Background checks	07/23/2012		20.00
			Check Total:	20.00
Check No: 28060	Check Date: 07/23/2012			
Vendor: 1408	Washington Workwear Stores Inc			
717	Fealy; work pants	07/23/2012		19.54
733	Maint shop; safety vest, safety glasses	07/23/2012		33.00
733	Maint shop; safety vest, safety glasses	07/23/2012		33.00
733	Maint shop; safety vest, safety glasses	07/23/2012		16.49
717	Fealy; work pants	07/23/2012		9.77
718	Maint shop; ear plugs	07/23/2012		17.37
718	Maint shop; ear plugs	07/23/2012		17.37
718	Maint shop; ear plugs	07/23/2012		8.69
717	Fealy; work pants	07/23/2012		19.55
			Check Total:	174.78
Check No: 28061	Check Date: 07/23/2012			
Vendor: 2506	Wilson Fleet Services			
B66306-1A	#3375; custom lights installation	07/23/2012		575.89
			Check Total:	575.89
Check No: 28062	Check Date: 07/23/2012			
Vendor: 0995	Xerox Corporation			
062680382	Color copier; usage, 3/27-6/30/12	07/23/2012		1,387.82
			Check Total:	1,387.82
Check No: 28063	Check Date: 07/23/2012			
Vendor: 1894	Diana Ziolkowski			
1894-7-1	Facility maintenance; 7/9, 7/22	07/23/2012		24.00
1894-7	Facility monitoring; 7/9, 7/15, 7/22	07/23/2012		90.00
			Check Total:	114.00
			Date Totals:	435,345.01
			Report Total:	0.00 435,345.01

August 3, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 08/03/12 consisting of:

PAYLOCITY CHECK # 1000655309 through PAYLOCITY CHECK # 1000655326 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$153,007.59

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 COUNCIL APPROVAL REPORT.

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

08/03/12 Payroll Voucher

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
103218	Regular	8/3/2012	Bates, Krista	99.73
103219	Regular	8/3/2012	Kirshenbaum, Kathleen	623.07
103220	Regular	8/3/2012	Lyon, Valerie	1,452.37
103221	Regular	8/3/2012	Matheson, Derek M	4,394.33
103222	Regular	8/3/2012	Mhoon, Darren S	1,315.04
103223	Regular	8/3/2012	Michaud, Joan M	1,806.60
103224	Regular	8/3/2012	Scott, Sharon G	2,657.02
103225	Regular	8/3/2012	Slate, Karla J	2,286.21
103226	Regular	8/3/2012	Hart, Richard	3,432.24
103227	Regular	8/3/2012	Mueller, Ann M	2,269.36
103228	Regular	8/3/2012	Cles, Staci M	1,722.80
103229	Regular	8/3/2012	Hagen, Lindsay K	1,375.72
103230	Regular	8/3/2012	Hendrickson, Robert	3,555.37
103231	Regular	8/3/2012	Parker, Cassandra	2,312.01
103232	Regular	8/3/2012	Allen, Joshua C	942.79
103233	Regular	8/3/2012	Dalton, Jesse J	1,599.03
103234	Regular	8/3/2012	Fealy, William J	1,861.62
103235	Regular	8/3/2012	Gaudette, John J	1,479.75
103236	Regular	8/3/2012	Hall, Ron	1,413.00
103237	Regular	8/3/2012	Hershaw, Reiner L	918.40
103238	Regular	8/3/2012	Johnson, Juan C	1,109.12
103239	Regular	8/3/2012	Junkin, Ross D	2,703.63
103240	Regular	8/3/2012	Moorman, Jason	1,134.98
103241	Regular	8/3/2012	Wesley, Daniel A	2,194.10
103242	Regular	8/3/2012	Bykonen, Brian D	2,953.33
103243	Regular	8/3/2012	Christenson, Gregg R	2,636.66
103244	Regular	8/3/2012	Lyons, Salina K	2,198.18
103245	Regular	8/3/2012	Meyers, Robert L	3,113.35
103246	Regular	8/3/2012	Ogren, Nelson W	2,580.60
103247	Regular	8/3/2012	Thompson, Kelly	1,814.62
103248	Regular	8/3/2012	Morrissey, Mayson	2,543.18
103249	Regular	8/3/2012	Bahl, Rachel A	1,549.65
103250	Regular	8/3/2012	Newton, Ethan A	2,022.65
103251	Regular	8/3/2012	Patterson, Clifford	2,355.79
103252	Regular	8/3/2012	Thomas, Scott R	3,241.18
103253	Regular	8/3/2012	Akramoff, Glenn A	3,386.00
103254	Regular	8/3/2012	Bates, Shellie L	1,818.83
103255	Regular	8/3/2012	Buck, Shawn M	1,474.58
103256	Regular	8/3/2012	Parrish, Benjamin A	1,736.42
103257	Regular	8/3/2012	Vondran, Donald M	3,371.58
103258	Regular	8/3/2012	Andrews, Kaitlyn E	234.25
103259	Regular	8/3/2012	Beatty, Kyle B	118.52
103260	Regular	8/3/2012	Blakely, Coleman P.	123.67
103261	Regular	8/3/2012	Campbell, Noel M	128.93
103262	Regular	8/3/2012	Carrillo, Anthony G	96.33
103263	Regular	8/3/2012	Cranstoun, Alexander M	26.76
103264	Regular	8/3/2012	Felcyn, Adam	146.79
103265	Regular	8/3/2012	Foxworthy, Rebecca	525.94
103266	Regular	8/3/2012	Gehring, John T	528.84
103267	Regular	8/3/2012	Hendricks, Dane G	260.89
103268	Regular	8/3/2012	Holmes, Kyle	305.28
103269	Regular	8/3/2012	Houghton, Cassandra L	454.59
103270	Regular	8/3/2012	Kiselyov, Tatyana	846.81
103271	Regular	8/3/2012	Lusebrink, Christa	463.16

103272 Regular	8/3/2012	MacConaghy, Hailey	513.91
103273 Regular	8/3/2012	Middleton, Jordan	100.07
103274 Regular	8/3/2012	Mohr, Emily A	49.61
103275 Regular	8/3/2012	Mooney, Lynell	132.25
103276 Regular	8/3/2012	Perko, John	119.22
103277 Regular	8/3/2012	Perko, Roxanne H	626.87
103278 Regular	8/3/2012	Praggastis, Alexander	245.24
103279 Regular	8/3/2012	Reese, Rachel E	80.28
103280 Regular	8/3/2012	Tomalik, Stefan A	32.11
103281 Regular	8/3/2012	Tran, Jenifer	159.47
103282 Regular	8/3/2012	von Michalofski, Kayla M	100.07
103283 Regular	8/3/2012	Wardrip, Spencer A	67.32
103284 Regular	8/3/2012	Wardrip, Spencer A	104.43
103285 Regular	8/3/2012	Wonio, Reece	558.58
103286 Regular	8/3/2012	Beaufre, Noreen	2,702.17
103287 Regular	8/3/2012	Throm, Victoria J	1,857.20
1000655309 Regular	8/3/2012	Newell, Nancy	63.72
1000655310 Regular	8/3/2012	Hall, Kyle H.	120.60
1000655311 Regular	8/3/2012	Baughan, Jayson H.	77.42
1000655312 Regular	8/3/2012	Baughan, Jayson H.	825.99
1000655313 Regular	8/3/2012	Bell, Colin Q	487.02
1000655314 Regular	8/3/2012	Carkeek, Lena	484.67
1000655315 Regular	8/3/2012	Cochran, Neil A	46.86
1000655316 Regular	8/3/2012	Cox, Cory R	73.72
1000655317 Regular	8/3/2012	Goldfoos, Rhyan	1,046.09
1000655318 Regular	8/3/2012	Jensen, Rachel	609.65
1000655319 Regular	8/3/2012	Johansen, Andrea	362.46
1000655320 Regular	8/3/2012	Mayes, Annika L	174.14
1000655321 Regular	8/3/2012	Panzer, Erika	147.54
1000655322 Regular	8/3/2012	Powell, Sarajane L	154.06
1000655323 Regular	8/3/2012	Praggastis, Elena C	112.02
1000655324 Regular	8/3/2012	Wunschel, Ethan G.	21.41

Totals for Payroll Checks 86 Items 99,971.82

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
103288	AGENCY	8/3/2012	ICMA Retirement Trust	15,753.15
103289	AGENCY	8/3/2012	Vantagepoint Transfer Agent-	358.78
103290	AGENCY	8/3/2012	City of Covington	2,675.31
103291	AGENCY	8/3/2012	Paylocity Corporation	125.00
103292	AGENCY	8/3/2012	City of Covington Employee	76.00
103293	AGENCY	8/3/2012	ICMA Retirement Trust	12,773.09
103294	AGENCY	8/3/2012	ICMA Retirement Trust	1,961.91
103295	AGENCY	8/3/2012	HRA VEBA Trust Contributions	1,050.00
1000655325	AGENCY	8/3/2012	WASH CHILD SUPPORT	110.41
1000655326	AGENCY	8/3/2012	United Way of King County	14.00

Totals for Third Party Checks 10 Items 34,897.65

Tax Liabilities 17,941.62
Paylocity Fees 196.50

Grand Total \$ 153,007.59

Consent Agenda Item C-3

Covington City Council Meeting

Date: August 14, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF ECOLOGY AND AWARD A CONSTRUCTION CONTRACT TO IMPROVE STREET DRAINAGE ON SE 268TH STREET IN THE AQUA VISTA NEIGHBORHOOD (ALONG PIPE LAKE).

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Engineering Estimate from Gray & Osborne
2. DOE Stormwater Grant

PREPARED BY: Don Vondran, PE, City Engineer

EXPLANATION:

In March of 2010, Council authorized beginning the design process to address a drainage issue on SE 268th Street in the Aqua Vista neighborhood (Pipe Lake). Residents in the area had complained of street drainage running onto their property and exacerbating a flooding problem. Upon further inspection, it was determined that when the road was first built (1960's) the grading of the roadway was not completed as planned. It appears that it is a problem now because over the years ditches have been filled in and material (dirt, bark, etc.) built up from landscaping and home improvement projects that have gradually changed the course of the drainage to where it is concentrating onto individual properties.

Staff initially attempted to calculate some grades and determine if maintenance could take care of the problem. However, we realized that even if we restored things to where they were before, there were no easements to support where the water was being sent since the initial grading (1960's) caused the drainage to go in the opposite direction from the approved drainage plan. Therefore, Gray & Osborne (G & O) developed plans to address the drainage issue and improve the water quality being released to Pipe Lake.

This capital project will install storm drainage pipe and catch basins along SE 268th Street and convey storm water to outfall to Pipe Lake along the original platted drainage easement. Prior to discharging to Pipe Lake, the stormwater will go through a vault containing filter cartridges to improve water quality. The project will overlay the roadway to provide proper slope to the catch basins which will also address the failing asphalt in this area.

In the summer of 2011, we requested bids from contractors using the Municipal Research and Services Center Small Works Roster. All bids we received were higher than the Engineer's estimate and we did not have the funds to continue with the project at that time.

Since then, we have applied for and have been offered a \$136,220 grant from the Department of Ecology Statewide Stormwater Grant Program. Attachment 2 provides additional detail regarding the grant. The grant letter from DOE mentions the final amount awarded being based

on negotiations regarding project scope. We have since met with DOE and were awarded the full \$136,220. Thus we are requesting that the Covington City Council authorize the City Manager to sign a grant agreement with the Department of Ecology to allow us to use the \$136,220 for this project.

On July 26, 2012, we again requested bids from contractors using the Municipal Research and Services Center Small Works Roster. The bids are due by August 13, 2012. We are also requesting that Covington City Council authorize the City Manager to award a contract to the lowest most qualified bidder if the bid is within the engineer's estimate. Results of the bid will be provided at the Council meeting. The project is expected to begin after Labor Day and be completed in six to eight weeks.

ALTERNATIVES:

Not to authorize awarding the contract and delay the project for another year. This will require maintenance to continue to redirect drainage with temporary measures such as sandbags.

Not signing the grant agreement with the Department of Ecology will result in losing \$136,220 to fund this project.

FISCAL IMPACT:

During the 2009 Budget process, Council approved an annual allocation of \$53,500 to be directed towards SWM Capital Improvement Projects out of the SWM Fund. In 2009, we used those funds along with some grant funds to complete the modifications/repairs to the Wood Creek Storm Pond.

The 2010, 2011 and 2012 allocations of \$53,500 were each allocated to design and construct this project. The King County Flood Control Opportunity Grant Funds for 2010 (\$19,406), 2011 (\$19,759) and 2012 (\$19,560) were also committed to this project. The design contract with G & O was in the amount of \$46,800. The Engineer's estimate for construction is in the amount of \$233,270. See table below for details:

2010 Balance (Remaining from 2009 Project)	\$4,311
2010 SWM Transfer for SWM Capital	\$53,500
2011 SWM Transfer for SWM Capital	\$53,500
2012 SWM Transfer for SWM Capital	\$53,500
2010 King County Flood Control Opportunity Grant	\$19,406
2011 King County Flood Control Opportunity Grant	\$19,759
2012 King County Flood Control Opportunity Grant	\$19,560
2012 Ecology Stormwater Grant	\$136,220
G & O Design Contract	(\$46,800)
Construction Contract based on Engineer's Estimate	(\$233,270)
Construction Contingency (10%)	(\$23,000)
Surveying and Construction Support (G & O)	(\$7,500)
Total	\$49,186

The addition of the grant has allowed nearly the entire 2012 SWM Transfer for SWM Capital to not be needed for this project. The balance will be applied to the next Stormwater CIP project.

CITY COUNCIL ACTION: Ordinance Resolution X Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a grant agreement with the Department of Ecology that will provide \$136,220 for the construction of the SE 268th Street Drainage Maintenance Project.

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a contract with the lowest most qualified bidder to construct the SE 268th Street Drainage Maintenance Project if the bid is within the engineer's estimate.

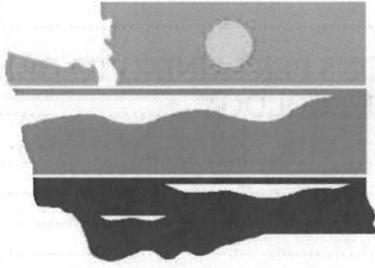
REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
SE 268TH STREET DRAINAGE MAINTENANCE PROJECT
ENGINEER'S PRELIMINARY CONSTRUCTION COST ESTIMATE - UPDATED JUNE 14, 2012
G &O #10445

ATTACHMENT 1

<u>ITEM</u>		<u>ESTIMATED</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>AMOUNT</u>
1.	Minor Changes (1-04.4(1))	1	MC	\$1,000.00
2.	SPCC Plan (S.P. 1-07.15(1))	1	LS	\$750.00
3.	Mobilization, Cleanup, and Demobilization (S.P. 1-09.7)	1	LS	\$15,000.00
4.	Project Temporary Traffic Control (1-10.4(1))	1	LS	\$7,500.00
5.	Clearing and Grubbing (S.P. 2-01.5)	1	LS	\$4,000.00
6.	Removal of Structure and Obstruction (S.P. 2-02.5)	1	LS	\$5,000.00
7.	Subgrade Repair Excavation Incl. Haul (S.P. 2-06.5)	50	SY	\$70.00
8.	Locate Existing Utilities (S.P. 2-09.5)	1	LS	\$2,000.00
9.	Gravel Backfill for Drains (S.P. 2-09.5)	30	TN	\$30.00
10.	Controlled Density Fill (S.P. 2-09.5)	5	CY	\$250.00
11.	Crushed Surfacing Top Course (S.P. 4-04.5)	190	TN	\$20.00
12.	Commercial HMA (S.P. 5-04.5)	200	TN	\$100.00
13.	Planing Bituminous Pavement (S.P. 5-04.5)	70	SY	\$12.00
14.	Wood Dock Modifications (S.P. 6-04.5)	1	LS	\$3,500.00
15.	PVC Underdrain Pipe 12 In. Diam. (S.P. 7-01.5)	60	LF	\$45.00
16.	PVC Storm Sewer Pipe 12 In. Diam. (Incl. Bedding) (S.P. 7-04.5)	560	LF	\$45.00
17.	Catch Basin Type 1 (S.P. 7-05.5)	3	EA	\$1,000.00
18.	Concrete Inlet (S.P. 7-05.5)	5	EA	\$900.00
19.	Catch Basin Type 2 60" Dia. w/ Separator (S.P. 7-05.5)	2	EA	\$10,000.00
20.	Storm Treatment Catch Basin Type 2 72" Dia. (S.P. 7-05.5)	2	EA	\$38,000.00
21.	Adjust Catch Basin (S.P. 7-05.5)	1	EA	\$400.00
22.	Removal of Unsuitable Material (Trench) (S.P. 7-08.5)	10	CY	\$30.00
23.	Trench Excavation Safety Systems (S.P. 7-08.5)	1	LS	\$1,500.00
24.	Bank Run Gravel for Trench Backfill (S.P. 7-08.5)	410	TN	\$22.00
25.	Temporary Erosion Control (S.P. 8-01.5)	1	LS	\$5,000.00
26.	Topsoil Type A (S.P. 8-02.5)	80	CY	\$28.00
27.	Seeded Lawn Installation (S.P. 8-02.5)	350	SY	\$2.00
28.	Sand (S.P. 8-02.5)	10	CY	\$50.00
29.	Landscaping Restoration (S.P. 8-02.5)	1	FA	\$2,500.00

<u>ITEM</u>		<u>ESTIMATED</u>	<u>UNIT</u>	
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>AMOUNT</u>
30.	Brick Entryway Structure (S.P. 8-02.5)	1 FA	\$3,000.00	\$3,000.00
31.	Rolled Concrete Curb and Gutter (S.P. 8-04.5)	28 LF	\$75.00	\$2,100.00
32.	Cement Concrete Driveway Repair (S.P. 8-06.5)	36 SY	\$120.00	\$4,320.00
33.	Quarry Spalls (S.P. 8-15.5)	15 TN	\$50.00	\$750.00
34.	Project Documentation (S.P. 8)	1 LS	\$500.00	\$500.00
	Subtotal All Items			\$233,270.00
	Sales Tax at 0% per W.S. Revenue Rule No. 171			\$0.00
	TOTAL CONSTRUCTION COST			\$233,270.00



DEPARTMENT OF
ECOLOGY
State of Washington

**FY 2012 STORMWATER GRANT PROGRAM
FUNDING AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF COVINGTON**

**GRANT AGREEMENT NUMBER
G1200497**

SE 268TH STREET DRAINAGE IMPROVEMENTS

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FY 2012 STORMWATER GRANT PROGRAM
Funding Agreement
Between
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF COVINGTON

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and City of Covington (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title:	SE 268 th Street Drainage Improvements
Grant Number:	G1200497
State Fiscal Year:	FY 2012
Total Project Cost:	\$256,385
Total Eligible Cost:	\$181,627
DEPARTMENT Share:	\$136,220
RECIPIENT Share:	\$45,407
DEPARTMENT Maximum Percentage:	75 %

RECIPIENT Information

RECIPIENT Name:	City of Covington
Mailing Address:	16720 SE 271 st Street, Suite 100 Covington, WA 98042
Fax Number:	(253)480-2401
Federal Taxpayer ID Number:	91-1829887
PROJECT Manager:	Ben Parrish
Email Address:	bparrish@covingtonwa.gov
Phone Number:	(253)480-2465
PROJECT Financial Officer:	Lindsay Hagen
Email Address:	lhagen@covingtonwa.gov
Phone Number:	(253)480-2422

DEPARTMENT Contact Information

Project Manager: Melisa Snoeberger
Email Address: melisa.snoeberger@ecy.wa.gov
Phone Number: (425)649-7047

Project Engineer: Robert Nolan, P.E.
Email Address: robert.nolan@ecy.wa.gov
Phone Number: (425)649-7197

Address:

Northwest
WA State Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008-5452
Fax (425) 649-7098

Central
WA State Department of Ecology
Central Regional Office
15 West Yakima Ave, Suite 200
Yakima, WA 98902-3452
Fax (509) 575-2809

Southwest
WA State Department of Ecology
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775
Fax (360) 407-6305

Eastern
WA State Department of Ecology
Eastern Regional Office
N. 4601 Monroe
Spokane, WA 99205-1295
Fax (509) 329-3570

Bellingham
WA State Department of Ecology
Bellingham Field Office
1440 10th Street, Suite 102
Bellingham, WA 98225
Fax (360) 715-5225

Headquarters
WA State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Fax (360) 407-6426

Financial Manager: Jennifer Holderman
Email Address: jennifer.holderman@ecy.wa.gov
Phone Number: (360)407-7196
Fax Number: (360) 407-7151
Address: WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- FY 2012 Stormwater Grant Funds (state funds): Yes Amount: \$136,220
Funded with Local Toxics Control Account – State
- Prior Authorization Granted: Yes If yes, Effective Date: **May 1, 2012**
 - Increased Oversight? Yes No

The effective date of this agreement is the Prior Authorization date.

This agreement expires: **October 31, 2013.**

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): October 31, 2016

PART II. PROJECT SUMMARY

This project will address water quality for the state of Washington. The City of Covington will construct storm drainage improvements including conveyance, oil-water separation, filtering, and other related work along SE 268th Street to improve the stormwater released to Pipe Lake.

PART III. PROJECT BUDGET

SE 268 th Street Drainage Improvements		
TASKS/OBJECTS	TOTAL PROJECT COST	**TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	\$2,219	\$1,571
2 - Design Plans and Specifications	\$N/A	\$N/A
3 - Construction Management	\$19,966	\$14,136
4 - Construction	\$234,200	\$165,920
Total	\$256,385	\$181,627
** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 75% of TEC		\$136,220

RECIPIENT Share: minimum 25% of TEC	
Cash \$45,407	\$45,407
Other types of in-kind, such as volunteer work are not eligible	

PART IV. PROJECT GOALS AND OUTCOMES

A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Pipe Lake and include one or more of the following:

- Stormwater System Retrofit
- Low Impact Development Best Management Practices (BMP)
- Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.

B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.

1. Reduce uncontrolled discharge of roadway pollutants and debris by directing stormwater to a structured conveyance system.
2. Provide stormwater treatment in an area that does not currently have treatment.
3. Reduce pollutant discharges to Pipe Lake, a water source for Jenkins Creek.

C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.

1. Retrofit an existing and construct a new storm drainage system including conveyance, oil-water separation, filtering and other related work along SE 268th Street.
2. Provide sloped pavement and wedge curbs to direct stormwater to the conveyance system where it will be treated before discharging to Pipe Lake.

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort

will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

- C. The RECIPIENT must ensure this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work.

Required Performance:

1. Effective administration and management of this grant project.
2. Timely submittal of all required performance items, progress reports, and financial vouchers.
3. Submit at least three hard copies and one electronic copy of the final project report after a draft has been approved by the DEPARTMENT.
4. Write and submit a one to two page summary of project accomplishments and outcomes at project completion, including pictures, to be published in the DEPARTMENT's Annual Water Quality Financial Assistance Report following the DEPARTMENT's water quality stories format.

Task 2 – Design Plans and Specifications

- A. The RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- B. During the planning and design stage and prior to any ground disturbing activities, the RECIPIENT will submit to the DEPARTMENT's Project Manager one of the following:
 - a. If Cultural Resources Review (Executive Order 05-05) is complete, a copy of the letter of concurrence from the Department of Archaeology and Historic Preservation (DAHP) and correspondence from any tribes.
 - b. If Cultural Resources Review (Executive Order 05-05) is not complete, the RECIPIENT will submit a DAHP EZ-1 form to the DEPARTMENT's Project Manager to initiate review of project activities by DAHP and tribal governments.
- C. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans.
- D. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work

with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:

1. The appropriate guidance manual below depends on the region that your project is conducted:
Stormwater Management Manual for Western Washington (SWMMWW),
or the
Stormwater Management Manual for Eastern Washington (SWMMEW),
both can be found at:
<http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or the
Low Impact Development Technical Guidance Manual for Puget Sound
found at: http://www.psp.wa.gov/downloads/LID/LID_manual2005.pdf, or
equivalent design manuals, or
 2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
 3. Good engineering practices and generally recognized engineering standards.
 4. The project pre-design report.
- E. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.
- F. The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.
- G. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- H. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.
- I. The RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See the *Stormwater Management Manual for Western Washington* Volume 5, Section 4.6)

Required Performance:

1. Submit a copy of the signed and dated SEPA determination to the DEPARTMENT.

2. Submit a copy of either: 1) Letter of Concurrence from DAHP; or, 2) the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.
3. Submit a Pre-design report to the DEPARTMENT.
4. Submit final plans and specifications to the DEPARTMENT.

Task 3 – Construction Management

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to the DEPARTMENT before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will submit a construction schedule to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the construction schedule to the DEPARTMENT with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT.
- D. Prior to execution, the RECIPIENT will submit eligible change orders that are a significant deviation from the DEPARTMENT reviewed plans and specifications in writing for DEPARTMENT review and approval for payment. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to the DEPARTMENT for approval.
- E. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings.

Required Performance:

1. Submit the project construction quality assurance plan to the DEPARTMENT.
2. Submit the construction schedule to the DEPARTMENT.
3. Submit the signed and dated Declaration of Construction Completion Form to the DEPARTMENT.

Task 4 – Construction

- A. The RECIPIENT will construct, in accordance with the reviewed plans and specifications, a stormwater conveyance system along SE 268th Street.

- B. The RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the construction contract within 30 days of execution.

Required Performance:

1. Submit a copy of the bid documents (e.g. bid announcement, bid award, bid tabulations) to the DEPARTMENT.
2. Submit a copy of the construction contract to the DEPARTMENT.
3. Install storm drainage pipes and catch basins along SE 268th Street, which will convey storm water to an outfall to Pipe Lake.
4. Install stormwater treatment including filters and oil-water separators to improve water quality.
5. Install sloped pavement and wedge curbs to direct stormwater to the catch basin.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Adjusted Construction Budget. The construction budget, as reflected in the agreement, will be adjusted once actual construction bids are received.

If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve, if funding is available and through formal amendment to this agreement, funding increases for up to ten percent of the engineer's original estimate.

If the low responsive responsible construction bid(s) come in lower than the engineer's estimate of construction costs, the DEPARTMENT may reduce the grant amount.

- B. Change Orders. If funding is available, the DEPARTMENT may approve, through formal amendment to this agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).
- C. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- D. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- E. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF COVINGTON

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

DEREK MATHESON DATE
CITY MANAGER

Approved As To Form:
Office of the Attorney General

ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE FY 2012 STORMWATER GRANT PROGRAM

ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves ground disturbing activities.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any ground disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Another agency's cultural resources review must have prior approval from the DEPARTMENT in order to be adopted to meet Executive Order 05-05 requirements for the project.

Any ground disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

<http://www.dahp.wa.gov/governors-executive-order-05-05>

FUNDING RECOGNITION

The RECIPIENT must inform the public about DEPARTMENT or the Environmental Protection Agency (EPA) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

INCREASED OVERSIGHT

If this project is selected for increased oversight (as indicated on page 3 of this agreement), the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related

work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

MATCHING REQUIREMENTS

Cash Match Requirement. FY 2012 Stormwater Retrofit and LID Competitive grants require cash match only.

Interlocal Match Requirement. The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements are consistent with all of the following:

- Terms of this grant agreement.
- The edition of "Administrative Requirements for Ecology Grants and Loans" that is effective at the signing of this agreement.
- Chapter 39.34 RCW Interlocal Cooperation Act.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT (Form D), payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.

b) The total dollar amount paid to qualified firms under this invoice.

PAYMENT REQUEST SUBMITTALS

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms.

<u>Any Match Combination</u>	<u>Cash Only Match</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form D (ECY 060-11)	Form I (ECY 060-15)

Reporting eligible costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Reimbursements. Payments will be made on a cost-reimbursable basis.

POST PROJECT ASSESSMENT

The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

The DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

PROCUREMENT

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

PROGRESS REPORTS

The RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly progress reports are due 15 days following the end of the quarter.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

REQUIRED DOCUMENT SUBMITTALS

The RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion reports – one copy
- Electronic copy of final project completion report – one copy
- Final project completion reports – up to three copies
- Final project completion reports of statewide significance – up to 50 copies
- Educational products developed under this agreement – up to two copies
- Documents that require DEPARTMENT Approval – two copies (one for the DEPARTMENT and one for the RECIPIENT)
- Interlocal agreements – one copy for the DEPARTMENT's Financial Manager
- Professional services procurement agreements – 1 copy to the DEPARTMENT's Financial Manager

ATTACHMENT II: GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the state of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the state of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within 90 days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31,

April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within 30 days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.
2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the

DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include

use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform. Interest shall accrue at the rate of twelve percent per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. 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, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

Consent Agenda Item C-4

Covington City Council Meeting

Date: August 14, 2012

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

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Easement Agreement

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

EXPLANATION:

On January 24, 2012, the council authorized the city manager to execute an easement agreement with Firestone (City File No. LU11-0008/2127) to locate a waterline within city owned property (Tract A of the June Estates, Parcel No. 3780400130). In order to finalize the construction of the waterline extension with Covington Water District, a waterline easement between the City (current owner of Tract A) and Covington Water District is required.

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

FISCAL IMPACT: No direct impact.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to enter into an easement agreement with Covington Water District to locate a waterline to service the Firestone Development, City File No. LU11-0008/2127, within a portion of city owned property (Parcel No 3780400130).

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

AFTER RECORDING, PLEASE RETURN TO:

District Engineer
Covington Water District
18631 S.E. 300th Place
Covington, WA 98042

Document Title: Easement for Water Pipeline

Grantor(s): _____

Grantee: COVINGTON WATER DISTRICT

Abbreviated Legal Description: _____
(Complete legal description on Exhibit A)

Assessor's Property Tax
Parcel/Account Number(s): _____

Reference Number(s) of
Documents Assigned
or Released: N/A

EASEMENT FOR WATER PIPELINE

The undersigned, _____ (“Grantor”), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to Covington Water District, a Washington municipal corporation in King County, Washington (“Grantee”), and its successors and assigns, a permanent easement for a water pipeline and appurtenances thereto (“Easement”) as follows:

1. Nature and Location of Easement. Grantor owns that certain real property legally described in *Exhibit “A”*, attached hereto and incorporated herein by this reference (“Real Property”). The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under a portion of the Real Property, such Easement being legally described on *Exhibit “B”* and depicted on *Exhibit “C”*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, together with all facilities, connectors and appurtenances (“Water Lines”), including the right of ingress and egress with all necessary vehicles and equipment for said purposes.

2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Water Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Lines.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Water Lines.

4. Future Change of Grade. If, in the future, the surface grade of the Real Property is changed by the Grantor, the then owner of the property agrees to pay the District the cost of relocating the Water Lines so that the amount of earth covering the same (the depth thereof) meets the District's then minimum standards and specifications.

5. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantor and Grantee, and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

6. Indemnity. By accepting and recording this Easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that Grantee shall not be responsible to Grantor for any injuries or damages suffered by any person or property caused by acts or omissions of Grantor or its agents.

7. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Easement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

8. Recording. Upon its execution, the Easement shall be recorded with the Department of Records and Elections, King County, Washington.

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

EXHIBIT "A"

Legal Description of Grantor Property

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

EXHIBIT 'A'

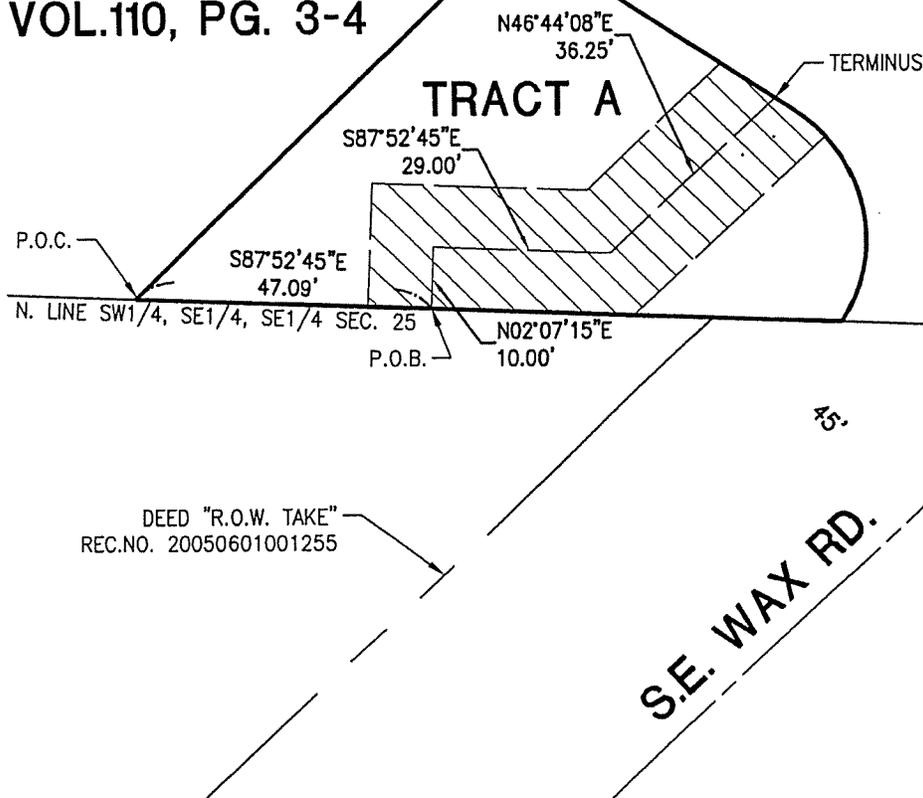


1"=30'

LOT 12
PLAT OF JUNE
ESTATES
VOL.110, PG. 3-4

176TH PL SE

TRACT A



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

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

LEGAL DESCRIPTION

WATERLINE EASEMENT

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

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



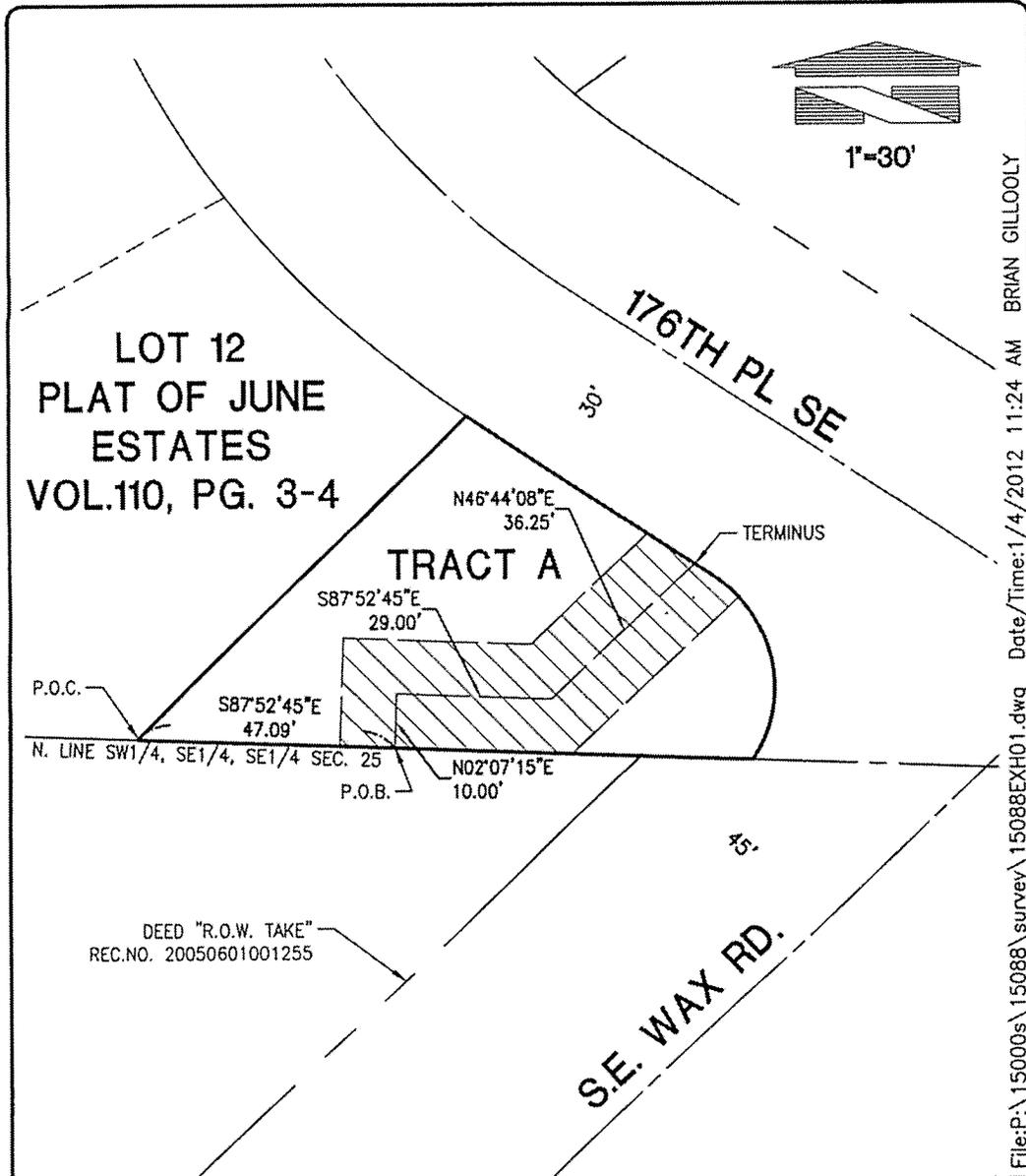
Project Name: Covington Firestone
January 04, 2012

Page 1 of 1

BDG
15088L001.doc
Exhibit: 15088EXH01.dwg

EXHIBIT "C"

Depiction of Easement Area



SCALE: HORIZONTAL 1"=30' VERTICAL N/A	For: FIRESTONE	JOB NUMBER 15088
	Title: WATERLINE EASEMENT EXHIBIT	SHEET 1 of 1
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	DESIGNED <u>BDG</u> DRAWN <u>BDG</u> CHECKED <u>BDG</u> APPROVED <u>BDG</u> DATE <u>1/3/12</u>	15088L.001.DOC

Agenda Item 1

Covington City Council Meeting

Date: August 14, 2012

SUBJECT: COUNCIL DISCUSSION AND ACTION ON THE 2012 COMPREHENSIVE PLAN AMENDMENT DOCKET AS RECOMMENDED BY THE PLANNING COMMISSION

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Written public comments on the proposed amendments
2. Proposed Ordinance for CPA 2012-01, DRA 2012-01, and CPA 2012-02

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

EXPLANATION:

On April 24, 2012, the City Council formally “docketed” two (2) proposed Comprehensive Plan Amendments (CPA) and one (1) proposed Development Regulation Amendment (DRA).

1. CPA 2012-01: Amendment to DTP Policy 2.4 in chapter 4, the Downtown Element of the Comprehensive Plan, to require ground floor retail, restaurant, and/or personal service uses as part of any new multi-story, multifamily residential development in the Town Center focus area zone.
2. DRA 2012-01: Amendment to the City’s Zoning Code and Development Regulations, CMC 18.31, to implement the policy language in CPA 2012-01. This amendment will require any multifamily development in the Town Center focus area zone to be located in a minimum three-story mixed use structure with 60% or more of the ground floor abutting a street, public space, plaza or green space to be occupied by one or more of the following permitted uses: retail, restaurant, and/or personal service uses.
3. CPA 2012-02: Amendment to Chapter 1, the Introduction Chapter of the Comprehensive Plan and the addition of a new Appendix T-3, relating to criteria for annexing unincorporated areas. Chapter 2, the Land Use Element, Section 2.8.2 Urban Growth Area and Potential Annexation Areas is also amended with new or modified policies to guide future annexations.

During the last four months, city staff and the Planning Commission have worked on processing these amendments during numerous public meetings and one official public hearing on July 19, 2012. CPA 2012-01 and DRA 2012-01 requiring ground floor retail, service, or restaurant uses in three-story, mixed-use developments in the Town Center Zone were initiated by the Planning Commission. CPA 2012-02 modifying and amending the city’s annexation policies was proposed by city staff.

At the April 5, 2012, Planning Commission public hearing on setting the final 2012 docket recommendation to the City Council, Kim Nakamura, CEO of Rush Forth Construction Company; Eric Cederstrand, President of Commencement Bay Development; Jim Wene with Ashton Development; and Doug Mergenthaler with Ashton Development spoke in opposition to amendments CPA 2012 -01 and DRA 2012-01. Attached are written comment letters submitted

to date via email or at a Planning Commission meeting in opposition to CPA 2012-01 and DRA 2012-01. (Attachment 1)

On July 19, 2012, the Planning Commission held the required public hearing for their recommendation to the City Council on the three 2012 docketed amendments. There were no additional written public comments received on any of the proposed amendments. No public testimony was provided on CPA 2012-02, amendments relating to the urban growth area and annexing unincorporated areas. Don Ramsey with the Ashton Development Company provided public testimony at the July 19 public hearing in opposition of the proposed amendments to the Downtown Element of the Comprehensive Plan (CPA 2012-01) and to the Covington Municipal Code 18.31 (DRA 2012-01) which would result in not permitting stand alone multifamily structures in the Town Center Focus Area.

After listening to public testimony on July 19 and reviewing all written comments and public testimony at previous public meetings, the Planning Commission discussed the merits of each of the three amendments and how they related to the overall vision of the Town Center Plan, the Downtown and Economic Development Elements of the Comprehensive Plan, and future annexation of land to the city limits of Covington. The Planning Commission then voted 6-1 to recommend to the City Council the adoption of the two comprehensive plan amendments and the one development regulation amendment.

At tonight's meeting the Council is scheduled to discuss the Planning Commission recommendation and potentially vote on a final decision for the 2012 "docketed" Comprehensive Plan and Development Regulation amendments. The Council must make a final decision to approve, modify, deny, or defer the proposed CPAs and DRAs by December 31, 2012.

ALTERNATIVES:

1. Recommend changes to the proposed ordinance prior to adoption.
2. Return the issue to city staff for further study and analysis.

FISCAL IMPACT:

None associated directly with these amendments to the Comprehensive Plan or Development Regulations. Minor printing costs will be required to print new elements of the plan and pages of municipal code which will be accomplished within existing budgeted items of the city.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Ordinance Option 1—Adopting All Three Docketed Items:

Council member _____ moves, Council member _____ seconds, to pass an ordinance updating the City of Covington's Comprehensive Plan by amending the Downtown Element, Chapter 4; amending the Covington Municipal Code Chapter 18.31, Downtown Development and Design Standards; amending the Introduction Chapter, Chapter 1-Land Use, and new appendix (T-3), relating to annexation policies, in accordance with attached Exhibits A-C.

Ordinance Option 2—Adopting Only CPA 2012-02 (Relating to Annexation):

**Council member _____ moves, Council member _____ seconds,
to pass an ordinance updating the City of Covington’s Comprehensive Plan
by amending the Introduction Chapter, Chapter 1, and new Appendix T-3,
relating to annexation policies, in accordance with attached Exhibit C.**

REVIEWED BY: City Manager
Finance Director
City Attorney



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 several loops and a crossbar.

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.

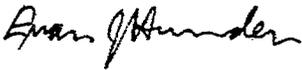
Thank you.

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, slightly slanted style.

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.

ORDINANCE NO. 14-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON UPDATING THE CITY OF COVINGTON COMPREHENSIVE PLAN BY AMENDING THE DOWNTOWN ELEMENT, CHAPTER 4; AMENDING THE COVINGTON MUNICIPAL CODE (CMC) SECTION 18.31 DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS; AMENDING THE INTRODUCTION CHAPTER-CHAPTER 1; AND ADDING A NEW APPENDIX T-3 OF THE COVINGTON COMPREHENSIVE PLAN, RELATING TO NEW ANNEXATION POLICIES.

WHEREAS, the city has adopted procedures for amending the Comprehensive Plan, consistent with the requirements for amendment prescribed by the Growth Management Act, Chapter 36.70A of the Revised Code of Washington (RCW); and

WHEREAS, pursuant to Section 14.25.050 of the Covington Municipal Code (CMC), a number of proposals for Comprehensive Plan amendments were submitted for City Council consideration; and

WHEREAS, on April 24, 2012, the City Council considered these proposed amendments and adopted an official docket, directing the Planning Commission to further review and analyze the docketed amendments; and

WHEREAS, the Planning Commission reviewed and analyzed the docketed amendments and held a public hearing on July 19, 2012, to receive public comments on the docketed amendments; and

WHEREAS, based on their review and analysis of the docketed amendments and the public comments received, the Planning Commission forwarded its recommendations to the City Council on July 19, 2012, and

WHEREAS, the City Council has reviewed and considered the city's staff report, the recommendations of the Planning Commission, and the public comments received; and

WHEREAS, the City Council finds that the docketed amendments are consistent with the Growth Management Act, Chapter 36.70A RCW, and will protect and promote the health, safety, and welfare of the general public;

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

Section 1. The Downtown Element, Chapter 4 of the City of Covington Comprehensive Plan, DTP Policy 2.4 is hereby amended as set forth in the attached Exhibit A, incorporated herein.

Section 2. The Covington Municipal Code (CMC), Section 18.31 Downtown Development and Design Standards is hereby amended as set forth in the attached Exhibit B, incorporated herein.

Section 3. The Introduction Chapter, Chapter 1, and new Appendix T-3 of the City of Covington Comprehensive Plan, related to annexation policies are hereby amended as set forth in the attached Exhibit C, incorporated herein.

Section 4. This ordinance shall be in full force and effect five (5) days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 5. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

Passed by the City Council on the 14th day of August, 2012.

Mayor Margaret Harto

PUBLISHED: August 17, 2012

EFFECTIVE: August 22, 2012

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

Proposed 2012 amendment –CPA 2012-01

**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 north/south “Main Street” (171st Avenue SE), requiring that the big box be setback from the proposed 171st Avenue SE a sufficient distance to allow the future construction of street-frontage, pedestrian-oriented retail and complimentary uses along the proposed 171st Avenue SE ,and prohibiting any service or delivery vehicles to and from the big box from using 171st Avenue SE. There should be no curb cuts along the proposed 171st Avenue SE providing vehicular access of any kind

to the big box (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.

Proposed 2012 amendment –DRA 2012-01

City of 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 Pl 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)	<u>Not Permitted</u> 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 are 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))

Proposed 2012 amendment –CPA 2012-02

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 -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 The UGA boundary shall be coordinated with is determined by King County in consultation with the City of Covington, pursuant to RCW 36.70A. The UGA-and surrounding jurisdictions, and will reflect the growth management population projections as provided by the state's office of financial management, the regional growth vision as expressed in Vision 2040 and the Countywide Planning Policies, and the vision, goals and policies provided in the city's Comprehensive Plan.

- 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 available land capacity within the city's UGA as build-out occurs and make necessary adjustments in coordination with King County, consistent with the Countywide Planning Policies.
- LNP 2.4 Refine-Include all unincorporated urban areas adjacent to Covington within 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~~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 applications 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 2.87 The City Council 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 for review. ~~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 2.118 Designate future "Potential ~~Future~~ Annexation Areas" to facilitate long-range planning and decision making consistent with Covington's ~~growth~~ long term growth needs.
- LNP 2.129 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 consistent 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 system plans should be considered.
- LNP 2.140 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, ensure an orderly transfer to the city of all review authority for development applications pending review in King County. 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. Preference is for pending development application to be processed by the County on behalf of the City; but with City review to ensure 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 considered 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.

- 4)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 is 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 standards (e.g. 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. Confer with affected public service districts and utility purveyors 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 and 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. Special circumstances may include infrastructure, public health or public safety problems, 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; and
 - 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.

SUBJECT: REPORT OF CONSULTANT FOR THE NORTHERN GATEWAY URBAN GROWTH AREA (UGA) ANALYSIS AND ANNEXATION STUDY

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENTS:

1. Final Report for Phase I (Provided under separate cover with packet)

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

Stalzer and Associates, under contract with the city, has completed Phase I of the Northern Gateway Urban Growth Area Analysis and Annexation Study (the “Northern Gateway Study” or “Study”), which encompasses approximately 485 acres on both sides of Highway 18 at the existing SE 256th St. interchange. (See Attachment 1 provided under separate cover) The two general areas of land analyzed under the Study are the Hawk property, encompassing the gravel extraction and processing site on the southeast side of Highway 18 and already in the city limits and part of the UGA, and the area surrounding Jenkins Creek on the northwest side of Highway 18 (the “Notch”), which is not currently within the city limits or the UGA. The entire consultant team assembled for this project has extensive experience in similar master planning efforts for potential annexation areas and was an outstanding multi-disciplinary team.

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

Phases II and III 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.

City staff is presenting the Study’s final Phase I report for council review and recommendation regarding submission of the Study to King County for consideration of expanding the UGA as part of their 2012 King County Comprehensive Plan (KCCP) update occurring this September and October. The city has received vague and conflicting information from the county on the submission deadline for materials to be considered as part of the 2012 KCCP update process—to date, staff has only been able to confirm the general deadline of August.

King County will review any request for a change in the UGA based upon several criteria—the same criteria also used by the Growth Management Planning Council (GMPC)—which include:

1. The capacity within the city to meet growth targets under buildable lands (in other words, does the city have sufficient land or capacity already within the city’s current UGA to accommodate the projected residential and commercial growth or demand identified in growth targets by 2031).
2. The character of the area desired for addition to the UGA as either “Rural” or “Urban” in nature (King County requires the area to be other than “Rural” in character to qualify for addition to the UGA).
3. The presence of urban services (does the area to be added to the UGA have the presence of urban services or are they planned and can be readily available through the service providers and identified within capital facilities plans).
4. The absence of resource lands (GMA limits how resource lands of long-term commercial significance for agriculture, forestry, or mineral may be designated for inclusion in an UGA).
5. The adequate protection of critical areas (Countywide Planning Policies (CPPs) prefer to avoid inclusion of territory that is highly environmentally sensitive within an UGA).

Criterion #1, relating to buildable lands capacity and demand using Covington’s assigned growth targets, is the most important and critical of the criteria used by King County to evaluate adding land to the UGA. Based upon the assumptions, analysis and results of the Study, Covington has an adequate supply of residential and commercial land to meet the projected population and job targets currently identified within our buildable lands report that is part of the 2007 King County Buildable Lands Report (BLR). The Study’s demand analysis provides a 20-year examination of growth in population, employment, and market capture for the broader Covington market area. The analysis also estimates the relative magnitude of demand for retail space, office space, and housing in the area. The Study’s demand estimates are then compared to the 2012 buildable lands capacity assessment.

Within the 20-year planning horizon (2031), the existing Covington growth target for residential housing units (demand) is 1470 new housing units, while the growth target for jobs (demand) is 1320 new jobs. The 20-year housing unit capacity within the city limits is 2783 housing units, while the job capacity within the city limits is 3662. Thus, under the assumptions within the current King County CPPs and 2007 Buildable Lands Report for Covington, there is adequate land within Covington to meet forecasted housing and job target demand by 2031. If the Notch were added to the UGA and thus added to the capacity, an additional 100 units of new housing would increase the housing unit capacity to 2883, and an additional 1612 new jobs would increase the job capacity to 5274, both well above the demand of 1470 and 1320, respectively.

NEXT STEPS:

Staff would like the council to address two important decisions related to the Northern Gateway Study.

1. Staff needs council approval to proceed with Phase II of the Northern Gateway Study as originally envisioned, which involves preparing a subarea land use plan; zoning district classifications; and specific zoning, development, and design standards for future development.

Full funding for Phase I of the Study was provided by private parties with property interests in both the Hawk property and the Notch. Funding for Phase II will also need to come from the same private parties. Staff would prefer to proceed with Phase II, pending agreements with the private parties to provide the necessary funding as outlined in the original consultant scope of work. If council so directs, staff will immediately begin discussions with the private parties and develop a final scope of work with the consultant for council approval, pending funding participation by those parties.

2. Staff needs specific direction on whether to provide Phase I of the Northern Gateway Study to the King County Council for consideration to expand the UGA as part of their 2012 KCCP update process, and if so, how that transmittal should occur.

Staff is providing two options for council action:

Option A: Do not transmit Phase I of the Northern Gateway Study to King County Council for consideration to expand the UGA as part of the 2012 KCCP update process, as the Study results do not support and meet the criteria under the buildable lands analysis for expanding the UGA.

This option recognizes that all cities within King County are committed to the current buildable lands process, the CPPs, and the established process of city plans conforming to countywide plans operating under the statutory guidelines of the GMA. Because the Phase I Study results do not support expanding the UGA at this time, city staff and the council could lose credibility by suggesting that King County ignore the buildable lands criteria in their decision-making process.

If the council chooses this option, city staff will work vigorously to renegotiate an increase in the city's population and job targets during the next review scheduled as part of the GMA required Comprehensive Plan Updates in 2013-14. If successful, the new targets may support a change to the UGA boundary thereafter with the development of a subarea plan.

Option B: Transmit Phase I of the Northern Gateway Study to King County Council for consideration to expand the UGA as part of the 2012 KCCP update process, acknowledging that while the buildable lands analysis does not meet the established criteria for changing the UGA boundary, there are other factors that might be considered by King County. Those factors include:

- Covington's population and job targets under the buildable lands program have been shown by the Study to be low and are the result of out of date data and assumptions from an analysis years ago.
- The Notch represents a very irregular city boundary surrounded on three sides by the existing city limits.
- There are urban services present or readily available by service providers in the Notch, and the Notch is really "Urban" in character.
- Recent trends in Covington related to economic development activity and job creation in the health services sector has been very high and Covington is evolving into a major provider of health care jobs and services for southeast King County, resulting in a demand for additional regional retail services

If Option B is selected by the council, it is prudent that the council develop a written advocacy strategy to guide future council and staff action in support of this topic with King County. Staff would ask for council direction to prepare such a written advocacy strategy and return to council as soon as possible for concurrence of that strategy. Since such a strategy could not be prepared and approved by Council in time for the scheduled September 11, 2012, GMPC meeting when this topic will initially be discussed, staff would also request for council to direct an appropriate council member to present a letter to the GMPC outlining this position.

Staff prefers Option A, as it aligns with the established CPPs and buildable lands process—to act outside of that process lacks support based upon reasonable planning principles. Furthermore, based on the council’s direction and continued funding by private parties, Phase II & III of the Northern Gateway Study could continue to move forward with future regional economic development potential on the Hawk property at the SE 256th intersection of Highway 18.

ALTERNATIVES:

Request additional information or input from staff and delay a decision on the recommendation for the transmission of Phase I of the Study to King County for a future council meeting on August 21st or August 28th.

FISCAL IMPACT:

No direct city budget dollars were allocated to this Study. All funding for the contract amount for Phase I was provided by BranBar LLC and H&C Enterprises LLC and Yarrow Bay Holdings through separate agreements with the city. Though the city did not spend any direct funds for Phase I, the city has provided 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, and would continue to provide the same in-kind services for Phase II and III.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Option A:

Council member _____ moves, Council member _____ seconds, to direct staff to proceed with Phase II of the Northern Gateway UGA Analysis and Annexation Study as originally envisioned and directs staff to seek financial support for the Study from one or both private party interests, as they desire, for participation in Phase II.

Option B:

Council member _____ moves, Council member _____ seconds, to transmit the final Phase I of the Northern Gateway UGA Analysis and Annexation Study to King County Council for consideration of expansion of the UGA as part of the 2012 King County Comprehensive Plan update process and directs the City Manager to implement that option and return to the council with any appropriate advocacy strategies. Council further directs staff to proceed with Phase II of the Northern Gateway UGA Analysis and Annexation Study as originally envisioned and directs staff to seek financial support for the study from one or both private party interests, as they desire, for participation in Phase II.

REVIEWED BY: City Manager, Finance Director, City Attorney

Agenda Item 3
Covington City Council Meeting
Date: August 14, 2012

SUBJECT: 2012 SECOND QUARTER FINANCIAL REPORTS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. 2012 Second Quarter Report
2. Quarterly Performance Reports by Fund
3. Major Revenue Review

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

It is the policy of the City and a requirement of state law (RCW 35A.34.240) to provide financial reports to the governing body on a quarterly basis.

There have been some changes to the reports this quarter. New charts have been added and a chart legend is attached. During the presentation staff will go through the new charts and explain the significance of each one. The new charts and information should help address questions that come up from time to time.

ALTERNATIVES:

N/A

FISCAL IMPACT:

None.

CITY COUNCIL ACTION: ___Ordinance___ ___Resolution___ ___Motion___ X Other

NO ACTION NECESSARY AT THIS MEETING

REVIEWED BY: City Manager

Economic & Revenue Summary

~WA State Economic & Revenue Forecast Council



2012 Second Quarter

CITY OF COVINGTON

- June U.S. employment grew by only 80,000 jobs, making for a third consecutive month of employment growth below 100,000.
- The national housing market continues to move in a positive direction.
- The Washington economy continues to grow modestly in early 2012. Unemployment edged up to 8.3% in May from a 38-month low in April of 8.2%.
- The Washington manufacturing recovery is losing steam but housing appears to be turning the corner.
- Housing construction in Washington is strengthening, led by an upturn in multi-family construction.
- Aerospace employment is expected to peak at the end of this year and begin a gradual decline in mid-2013. Previously it had been expected aerospace employment to peak in mid-2013 and then to level off.
- Washington personal income grew 5.7% (seasonally adjusted annualized rate) in the first quarter of 2012 compared to 3.4% for the U.S. as a whole. Only North Dakota and Nebraska had stronger growth.

2012 Second Quarter

This is mostly a good news report. Strong showings from most major revenue sources coupled with conservative spending finds four out of five funds in solid shape. The street fund shows some weakness in both major revenue sources—franchise fees and fuel taxes. Street revenues still exceed expenditures but the revenue trend is declining slightly. Overall, fiscal restraint across the board is still the order of the day as the market watch continues and uncertainty abounds.

- Rob Hendrickson, Finance Director

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Real Estate Excise Tax	2	Capital Investment Program	7
Retail Sales and Use Tax	3		
Utility Tax	3		
General Fund	4		
Public Works	5		
Development Services	5		
Parks and Recreation	5		

Property Tax

Property tax is collected by King County and distributed on a daily basis to all taxing agencies within the county. Since taxes are due on April 30 and October 30 each year, the major distributions are realized in early May and November.

Through 2nd quarter the City received \$1,216,987 or 52.0% of budget. This is \$21,000 above 2011 second quarter collections.

Property tax is the most stable source of revenue the City has. It is one leg of the “three legged” stool which the General Fund relies on for

2010	2011	2012
\$ 1,087,572	\$ 1,196,537	\$1,216,987

revenue. The other two legs are sales tax and utility tax.

Property taxes are unrestricted. This means there are no restrictions on what the revenue can be used to pay for within the City. Currently property taxes are allocated 100% to the General Fund.

This 2011 levy for 2012 collection is \$2,340,000 and the levy rate is \$1.48/\$1,000 assessed value.

The City’s assessed valuation is \$1.579 billion—a decrease of \$142 million or 8.3% over the previous year.

The cap for property tax collections is \$1.60/\$1,000 assessed value. There is potential that if property valuations decline (or \$77.4 million) then the levy would be bumping the rate cap.

King County house prices saw a double-digit increase in June — the first time that’s happened in nearly five years, according to statistics released Thursday by the Northwest Multiple Listing Service. (Seattle Times 7/5/12)

Real Estate Excise Tax (REET)

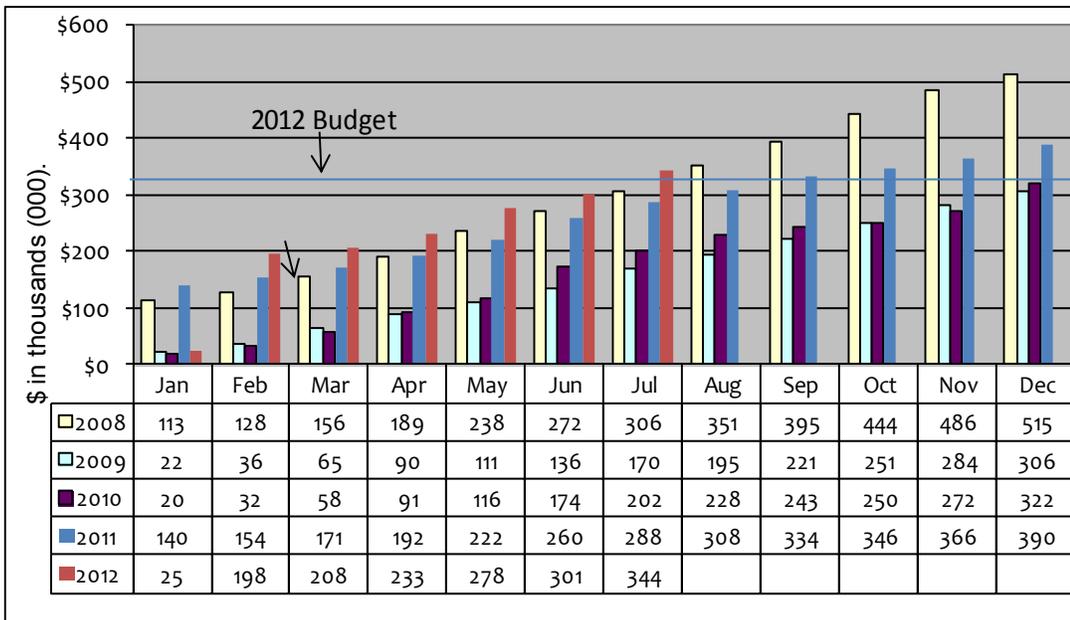
REET is a restricted revenue dedicated to paying debt service on the 2007 transportation bonds and loans from the Public Works Trust Fund. This tax is levied by the City on all sales of real estate at the rate

of one-half percent (two quarter percents).

Through the second quarter, collections are at \$300,409 or 92.4% of budget. The Home Depot Shopping Center Complex sale contributed to

the large amount. The budget for 2012 is \$325,000.

Through June there were 28 new home sales, 85 existing home sales, 35 land only sales, two building sales, and nine commercial sales.



Generally, existing home sales drive REET, but commercial sales add revenue rapidly and in large chunks.



Retail Sales & Use Tax

Sales and Use Tax is the largest revenue source available to the City. It currently supports the General Fund at 84% and the Parks and Recreation Fund at 16%. The second quarter (on a cash basis) is above 2011 levels by \$141,468 or 10.0%. Total collections are at \$1,555,695 or 54.6%.

In year over year comparisons, retail sales increased by 6.4%, construction increased 93.0%, food services was up 6.4%, and all other categories decreased 3.9%.

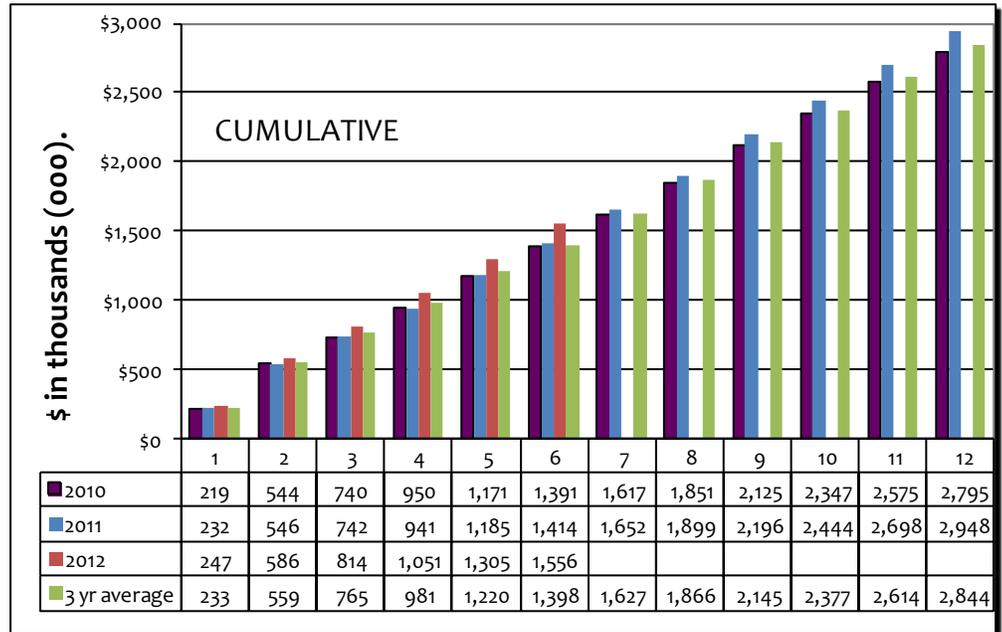
May and June saw the “all other” category turn negative. This is a small dollar category so the impact is negligible (\$8,336).

Collections through the second quarter 2012 are higher than any second quarter on record. Construction has seen positive in-

creases for 14 months, retail for 10 months, and food services for 20 months.

While the national economy still shows signs of low consumer confidence we are seeing something

different here. As long as the city continues to see strong retail sales and solid construction, collections should remain ahead of forecast.



Utility Tax

The City imposes a utility tax on electrical energy, natural gas, brokered natural gas, solid waste, cable television, and telephone at the rate of 6.0%.

The utility tax supports the general fund including debt service, streets, parks and parks CIP.

The second quarter is higher than 2011 by \$113,362. All categories are showing stronger on a year over year basis.

MuniServices is in process of conducting an audit of solid waste, cable and telephone service that should provide some answers to the swings in revenue.

The accompanying chart reflects the changes in revenue for the second quarter of 2011 and 2012.



Utility	2011	2012
Electricity	\$340,429	\$363,158
Natural Gas	238,907	247,875
Solid Waste	57,609	74,431
Cable	121,034	126,702
Telephone	211,515	270,690
Total	\$969,494	\$1,082,856*

* does not include interest and penalties of \$1,224

GENERAL FUND

Revenues through June are 53.6% of budget or \$4.4 million. This is ahead of 2011 levels by about \$284,284. Sales tax, on a cash basis, is 10.0% or \$118,836 higher (this is due to a change in % allocation) than 2011 second quarter while utility tax is 11.7% or \$113,362 above 2011 collections (due in part to rate change). Property taxes are higher than 2011.

Total expenditures including transfers out through June are \$3,656,215. This is an increase in

spending of 14.3% or \$458,489 over the same period last year. This is due to the payout to Costco, increased police costs, and a larger operating transfer out.

Overall, 41.3% of the budget has been spent. Note in the chart below that eight out of ten departments are below the 50% mark, but the City Council and Central Services are at 56% and 57% respectively. These departments paid some large one-time charges

in January, thus skewing the reporting for the year.

The city has paid the police contract for Jan-May and will continue to pay on a monthly basis. This will bring expenditures more in line with budget.

Beginning fund balance is \$3,004,967—an increase of \$653,377. This is a result of under spending and increased revenues during 2011.

GENERAL FUND DEPARTMENT BUDGET UPDATE

Department	YTD - 2011	% of Budget	YTD - 2012	% of Budget
City Council	\$ 64,967	45.7%	\$ 224,406	56.4%
Municipal Court	219,771	43.7%	232,461	35.1%
City Manager	420,002	47.9%	413,888	43.8%
Finance	236,593	46.7%	256,263	48.8%
Legal	28,520	33.2%	26,192	32.7%
Personnel	154,845	47.4%	150,344	45.1%
Central Services	551,857	59.2%	519,502	57.0%
Law Enforcement	1,098,226	36.3%	1,158,054	37.6%
Community Development	204,033	46.8%	163,595	41.9%
Operating Transfers Out	<u>218,912</u>	18.9%	<u>511,510</u>	33.6%
TOTAL	<u>\$ 3,197,726</u>	40.0%	<u>\$ 3,656,215</u>	41.3%

PUBLIC WORKS

Public Works consists of Street Operations and Surface Water Management (SWM).

Street Operations is funded by franchise fees received from Comcast and a motor vehicle fuel excise tax—gas tax.

Franchise fees are slightly under forecast at 49.3% or \$98,037. Total operating revenues are \$279,816 and transfers in are \$190,526. At \$470,341, this puts total revenues right at 57.6% for the end of the quarter.

The gas tax is running slightly under budget. This could be due to

the economy or inaccurate forecasting. The forecast is generated through Municipal Research Services Corporation (MRSC). The amount received was 45.8% (\$170,288) of budget. This is lower than 2011 by about \$8,600. Fuel taxes have been declining since Dec 2009.

Total expenditures are under budget for the second quarter. Total expenditures are at 47.8% or \$434,028. *(Update: the Public Works Director has instituted a spending freeze beginning in July).*

SWM is primarily funded through

drainage fees that are collected by King County. The City has received \$891,009 or 52.3%. Total revenues are at 51.2% or \$946,430.

Operating expenditures are at 41.2% or \$497,500. With transfers out and debt service costs total uses are \$695,559 or 39.9%.

Fund balances for Street Operations declined by \$229,607 while increasing in SWM by \$373,151.

The reduction in Street Operations was due to the repayment of REET money which was used to strengthen cash flow in prior years.

DEVELOPMENT SERVICES

Revenue in the second quarter is on target. It is almost \$7,400 ahead of 2011 for the same time period. Through the end of June, \$697,199 or 50.7% has been received. Permit revenues are driving this increase.

The number of permits for single family residences stands at 63

compared to 18 in 2011. One new commercial permit and two publicly owned building permits have come in this year.

Operational expenditures came in at 45.6% or \$332,593. Including other financing uses of \$75,601 raises the percentage to 46.3%.

Beginning fund balance is \$1,562,733—an increase of \$761,459. Higher than forecast revenues contributed to this increase.

PARKS and RECREATION

Parks is divided into four divisions: aquatics, maintenance, recreation, and parks administration. Revenues are derived from a portion of sales tax (16%), aquatics revenue, and some miscellaneous revenues such as rentals and interest earnings.

Revenue came in ahead of forecast at 54.2% or \$654,043—led in

part by sales tax. Aquatics revenue is 54.1% or \$270,116—\$28,395 above 2011.

Attendance is ahead of 2011 by 1,257 at 41,168. Considering that January was almost 900 less than 2011 this is quite encouraging.

Overall operating expenditures for the four divisions are 43.6% or \$478,476. Overall uses are

\$553,522 or 44.4%. Revenues are exceeding expenditures by \$100,522.

The beginning fund balance is \$232,391 which is a decrease of \$957.

Cash & Investments

Total cash and investments total \$12,324,290. This exceeds June 2011 by \$2.7 million. The largest gainer is CIP followed by Development Services and the General Fund.

The Local Government Investment Pool (LGIP) is currently earning 0.1746%. The City has \$8,899,913 invested with the LGIP. The LGIP invests in short term securities. It is comparable to an SEC regulated Rule 2a-7 money market fund and offers 100% liquidity to its participants.

Investments outside the LGIP total \$2,810,495 (market value). That is split between US Government Agencies at \$2,002,374 and Municipal Securities at \$808,121.

The weighted yield of the portfolio with the state pool is 0.50% and without the pool is 1.53%. (almost 8.8 times the pool rate!) Average days to maturity with the pool is 470 days or 1.29 years and without the pool is 529 days or 1.45 years.

Cash on hand is kept at US Bank and various petty cash funds throughout the City.

The chart below reflects the amount of cash and investments allocated to each fund within the City compared to 2011. This is reconciled and updated on a monthly basis.



TOTAL GENERAL LEDGER ACCOUNTS

	as of 06/30/11	as of 06/30/12	Δ
GENERAL FUND	\$2,719,805.12	\$3,059,184.01	\$ 333,378.89
STREET FUND	274,878.28	282,266.35	7,388.07
CONTINGENCY FUND	420,582.86	419,169.00	(1,413.86)
CUMULATIVE RESERVE FUND	1,425,439.94	1,378,461.10	(46,978.84)
REET 1ST 1/4% FUND	7,062.46	11,672.07	4,609.61
REET 2ND 1/4% FUND	7,062.44	11,672.07	4,609.63
DEVELOPMENT SERVICES FUND	1,102,774.11	1,859,090.34	756,316.23
PARKS FUND	211,445.03	243,114.85	31,669.82
LID 99-01 GUARANTY FUND	52,208.06	52,290.79	82.73
LID 99.01 FUND	512.15	507.36	(4.79)
CAPITAL IMPROVEMENT PROGRAM	1,355,257.61	2,609,115.58	1,253,857.97
SURFACE WATER MANAGEMENT	1,520,347.05	1,920,811.61	400,464.56
UNEMPLOYMENT INSURANCE	140,473.62	149,572.18	9,098.56
EQUIPMENT REPLACEMENT	<u>388,000.43</u>	<u>327,363.14</u>	<u>(60,637.29)</u>
TOTAL ALL FUNDS	<u>\$9,625,849.16</u>	<u>\$12,324,290.45</u>	<u>\$2,698,441.29</u>

Capital Investment Program

Grant money was received for 1039 in the amount of \$5,225. The CCP received \$2,357 in property tax parks expansion levy.

A total of \$99,801 has been spent on the three projects listed.

The table below outlines the individual projects.

Project #	Project Description	Revenues	Expenditures
1010	Covington Community Park	\$5,982	\$11,115
1039	SR 516 Safety Widening	\$5,224	\$22,602
1127	SR 516 Widening at Jenkins Creek	\$0	\$66,084

CITY OF COVINGTON FINANCE DEPARTMENT

**16720 SE 271st St
Suite 100
Covington, WA 98042**

**Phone: 253-480-2400
Fax: 253-638-1122**

Rob Hendrickson - Finance Director
Casey Parker - Senior Accountant
Lindsay Hagen - Finance Specialist
Staci Cles - Accounting Clerk

City of Covington

Quarterly Performance Report - General Fund

as of 6/30/2012

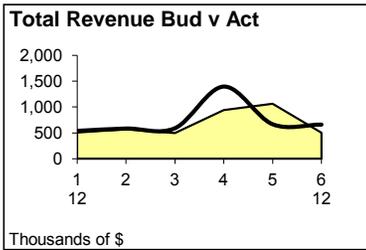


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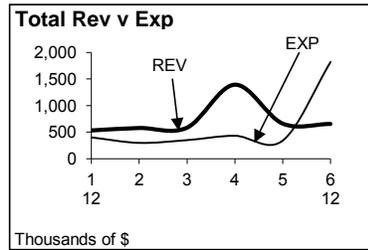


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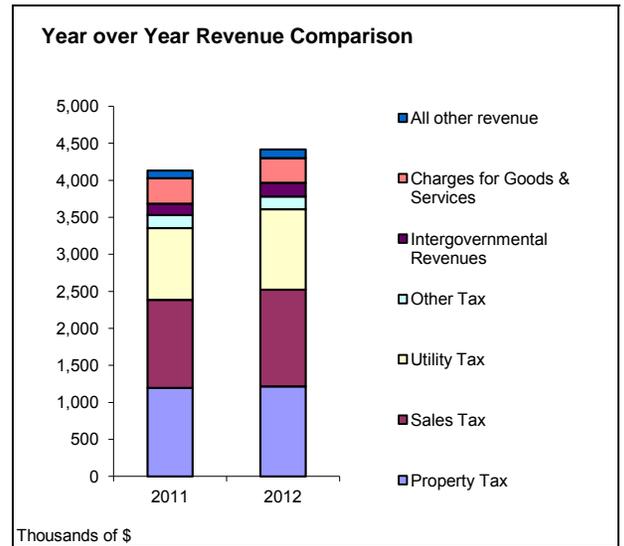


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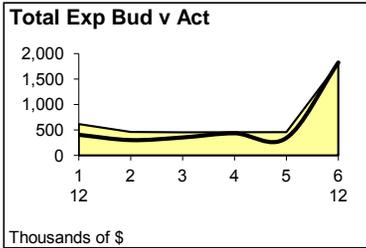


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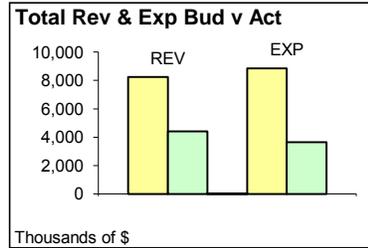
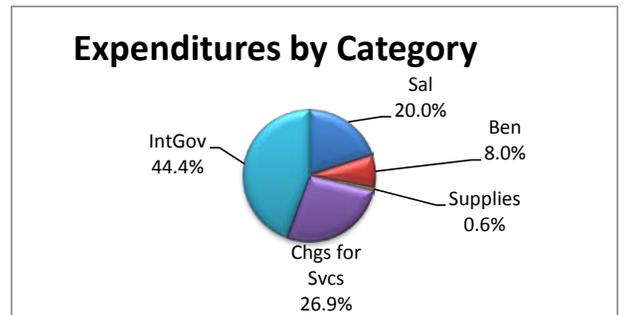
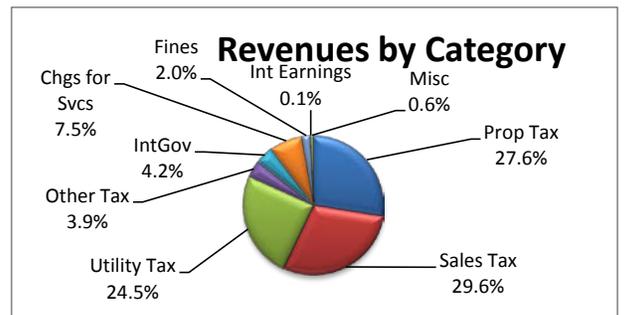


Chart 4

Rev & Exp - YTD	2012	2012	\$ Rem	% Coll YTD	2011
	Budget	Actual			Actual
Property Tax	\$ 2,340.0	\$ 1,217.0	\$ 1,123.0	52.0%	\$ 1,196.5
Sales Tax	2,394.0	1,306.8	1,087.2	54.6%	1,187.9
Utility Tax	2,012.5	1,084.1	928.4	53.9%	969.5
Other Tax	354.0	173.1	180.9	48.9%	175.2
Intergovernmental Rev	309.5	185.3	124.2	59.9%	157.3
Charges for Goods & Svcs	668.6	333.2	335.5	49.8%	342.4
Fines & Penalties	132.0	87.7	44.3	66.4%	73.1
Investment Interest	6.3	2.7	3.6	43.3%	4.1
Miscellaneous	22.0	27.6	(5.6)	125.3%	26.9
Total Operating Revenues	8,238.9	4,417.3	3,821.6	53.6%	4,133.0
Other Financing Sources	-	-	-	0.0%	0.0
Total Sources	\$ 8,238.9	\$ 4,417.3	\$ 3,821.6	53.6%	\$ 4,133.0
Salaries & Wages	\$ 1,346.2	\$ 626.8	\$ 719.4	46.6%	\$ 633.2
Benefits	516.0	251.7	264.3	48.8%	254.4
Supplies	60.9	19.9	41.0	32.6%	30.1
Charges for Services	1,576.1	841.9	734.3	53.4%	703.9
Intergovernmental Svcs	3,789.4	1,392.0	2,397.3	36.7%	1,342.3
Capital	9.8	-	9.8	0.0%	-
Total Operating Expenses	7,298.4	3,132.2	4,166.1	42.9%	2,964.0
Other Financing Uses	1,551.6	524.0	1,027.6	33.8%	233.8
Total Uses	\$ 8,850.0	\$ 3,656.2	\$ 5,193.8	41.3%	\$ 3,197.7



Legend

Cur Year
 Budget
 Actual
 Data in Thousands of \$

City of Covington

Quarterly Performance Report - Street Operations

as of 6/30/2012

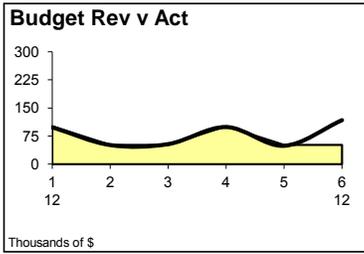


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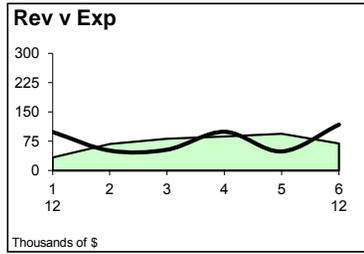


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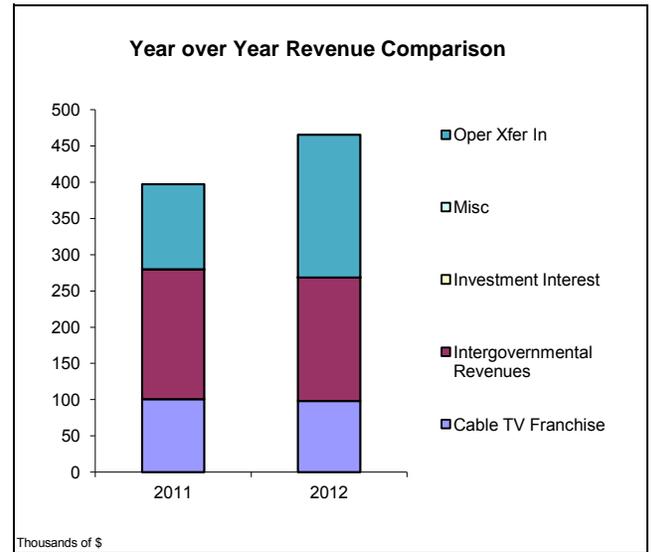


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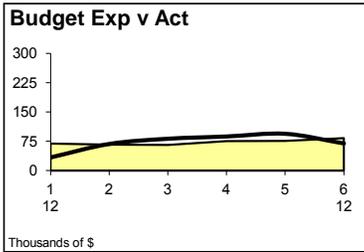
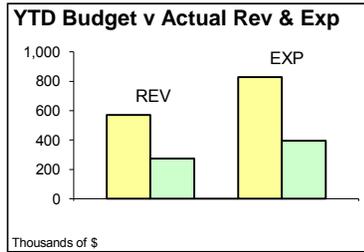
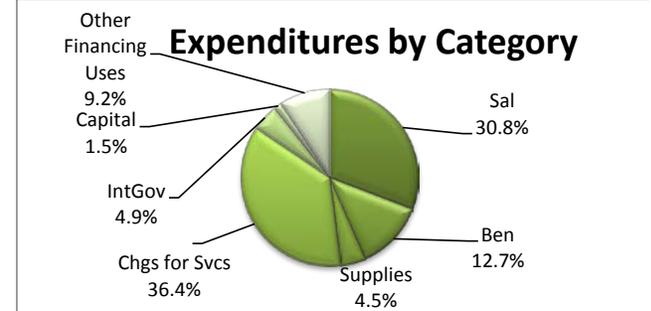
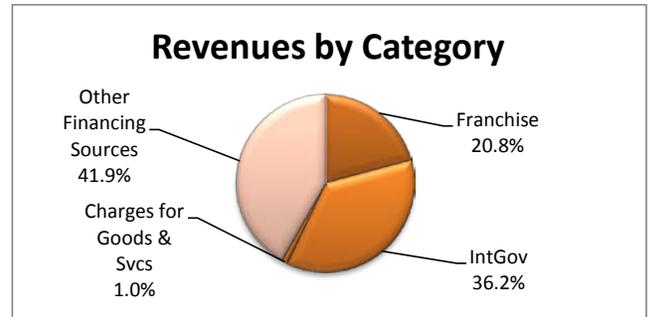


Chart 3



Less: Operating Transfers and Other Financing Uses

Rev & Exp - YTD	2012	2012	\$ Rem	% Coll	2011
	Budget	Actual			Actual
Cable TV Franchise	\$ 199.0	\$ 98.0	\$ 101.0	49.3%	\$ 100.7
Intergovernmental Revenues	371.7	170.3	201.4	45.8%	178.9
Charges for Goods & Svcs		4.9	(4.9)	0.0%	178.9
Investment Interest	0.3	0.1	0.2	46.5%	0.2
Miscellaneous	-	0.0	(0.0)	0.0%	-
Total Operating Revenues	571.0	273.4	297.6	47.9%	458.7
Operating Transfer In	245.9	197.0	48.9	80.1%	117.4
Total Sources	\$ 816.9	\$ 470.3	\$ 346.5	57.6%	\$ 576.1
Salaries & Wages	\$ 269.3	\$ 133.7	\$ 135.6	49.6%	\$ 109.7
Benefits	106.2	55.3	50.9	52.1%	47.1
Supplies	59.0	19.4	39.6	32.9%	9.9
Charges for Services	266.5	158.1	108.5	59.3%	98.9
Intergovernmental	128.3	21.3	107.0	16.6%	37.6
Capital	-	6.5	(6.5)	0.0%	-
Total Operating Expenses	829.3	394.2	435.1	47.5%	303.3
Other Financing Uses	78.8	39.8	39.0	50.5%	292.0
Total Uses	\$ 908.1	\$ 434.0	\$ 474.1	47.8%	\$ 595.2



Legend	
	Cur Year
	Budget
	Actual
Data in Thousands of \$	

City of Covington

Quarterly Performance Report - Development Services

as of 6/30/2012

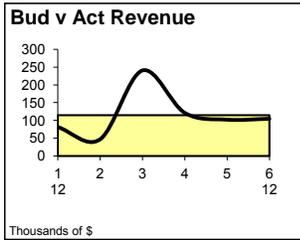


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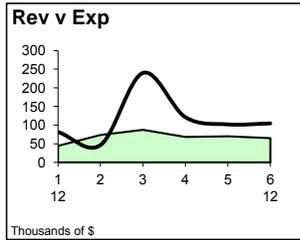


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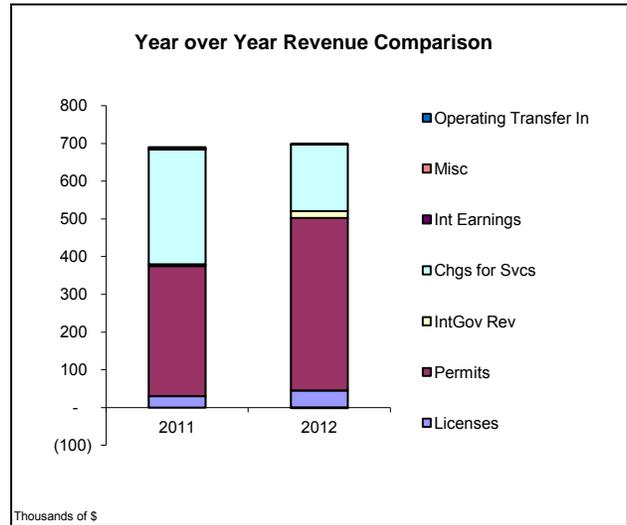


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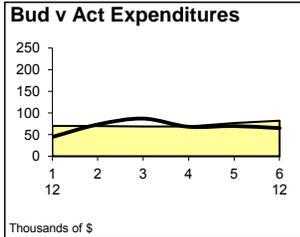


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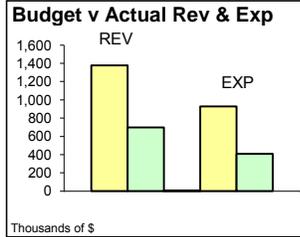


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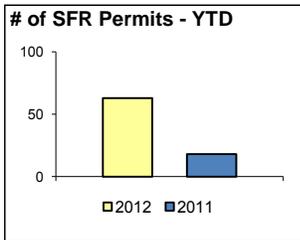


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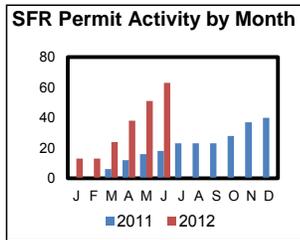


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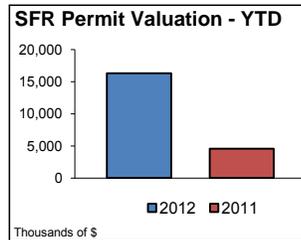
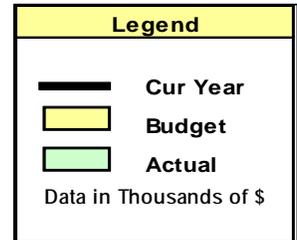
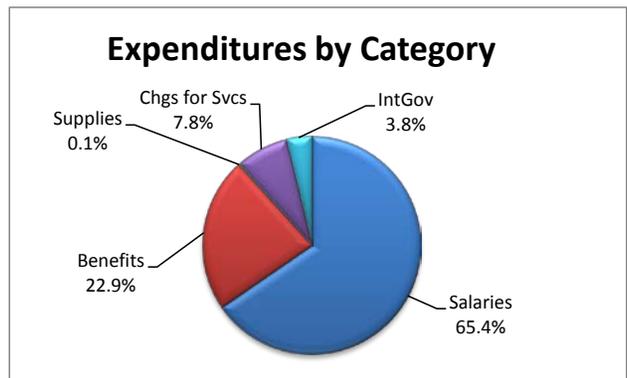
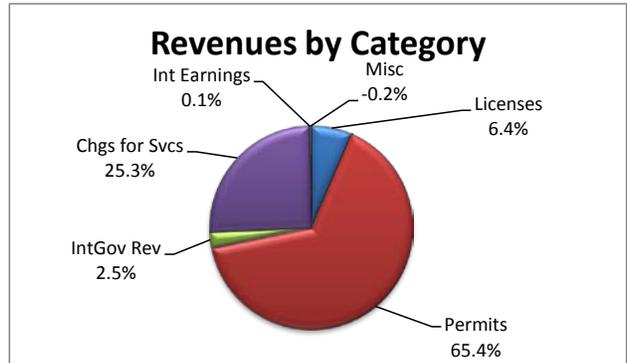


Chart 8



Rev & Exp - YTD	2012	2012	\$ Rem	% Coll YTD	2011
	Budget	Actual			Actual
Licenses	47.4	45.0	2.4	95.0%	30.1
Permits	591.6	457.6	134.0	77.4%	344.9
Intergovernmental Svcs	72.4	17.8		24.6%	4.6
Charges for Services	664.9	177.2	487.7	26.7%	305.4
Interest Income	-	0.9	(0.9)	0.0%	0.6
Miscellaneous	-	(1.3)	1.3	0.0%	4.2
Total Operating Revenues	1,376.3	697.2	624.5	50.7%	689.8
Operating Transfer In	-	-	-	0.0%	-
Total Sources	\$ 1,376.3	\$ 697.2	\$ 624.5	50.7%	\$ 689.8
Salaries & Wages	469.1	217.5	251.6	46.4%	211.4
Benefits	148.3	76.2	72.1	51.4%	68.1
Supplies	5.0	0.4	4.5	9.0%	1.5
Charges for Services	62.4	25.9	36.5	41.5%	20.9
Intergovernmental	45.2	12.5	32.7	27.7%	8.0
Total Operating Expenses	730.1	332.6	397.5	45.6%	309.8
Other Financing Uses	151.9	75.6	76.3	49.8%	71.0
Total Uses	\$ 881.9	\$ 408.2	\$ 473.7	46.3%	\$ 380.8



City of Covington

Quarterly Performance Report - Parks and Recreation Services

as of 6/30/2012

SUMMARY CHARTS

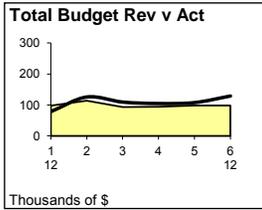


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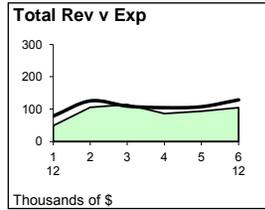


Chart 2

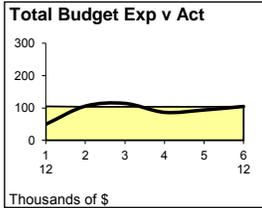


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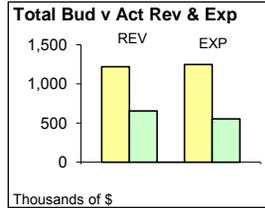


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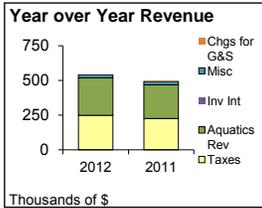


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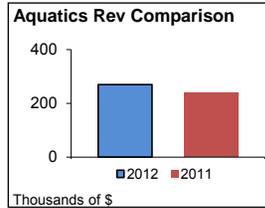


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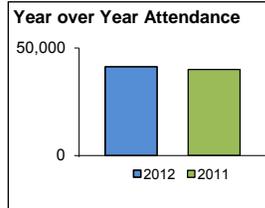
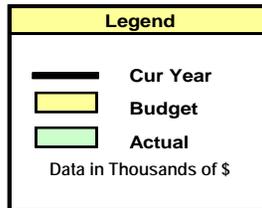
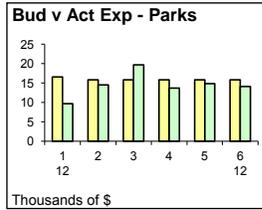
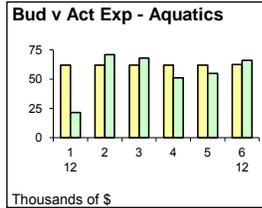


Chart 7

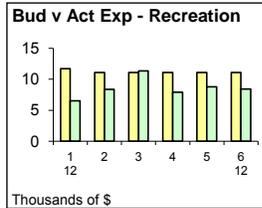
DEPARTMENTS



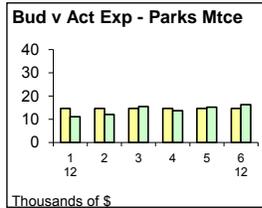
Rev & Exp - YTD	2012		\$ Rem	% Coll YTD	2011	
	Budget	Actual			Actual	Actual
Salaries & Wages	\$ 121.1	\$ 55.2	\$ 65.9	45.6%	\$ 52.0	\$ 52.0
Benefits	34.7	16.9	17.8	48.6%	16.0	16.0
Supplies	0.9	0.2	0.6	26.9%	0.0	0.0
Charges for Services	7.8	1.3	6.5	16.9%	1.1	1.1
Intergovernmental Svcs	0.9	0.3	0.6	32.2%	0.4	0.4
Total Operating Expenses	165.4	73.9	91.5	44.7%	69.6	69.6
Other Financing Uses	25.6	12.8	12.8	50.0%	13.7	13.7
Total Uses	\$ 191.0	\$ 86.7	\$ 104.3	45.4%	\$ 83.3	\$ 83.3



Rev & Exp - YTD	2012		\$ Rem	% Coll YTD	2011	
	Budget	Actual			Actual	Actual
Salaries & Wages	\$ 345.4	\$ 154.3	\$ 191.0	44.7%	\$ 143.4	\$ 143.4
Benefits	95.3	40.2	55.2	42.1%	39.3	39.3
Supplies	101.0	33.8	67.2	33.4%	45.3	45.3
Charges for Services	110.0	57.3	52.7	52.1%	47.6	47.6
Intergovernmental Svcs	7.1	3.2	3.9	45.6%	2.4	2.4
Total Operating Expenses	658.8	288.8	370.0	43.8%	278.0	278.0
Other Financing Uses	85.9	43.0	43.0	50.0%	44.4	44.4
Total Uses	\$ 744.7	\$ 331.8	\$ 412.9	44.6%	\$ 322.4	\$ 322.4



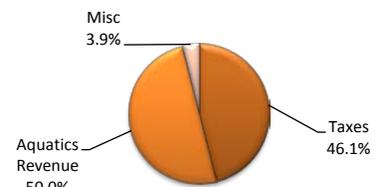
Rev & Exp - YTD	2012		\$ Rem	% Coll YTD	2011	
	Budget	Actual			Actual	Actual
Salaries & Wages	\$ 67.1	\$ 29.2	\$ 37.9	43.5%	\$ 20.7	\$ 20.7
Benefits	19.4	9.2	10.1	47.6%	15.4	15.4
Supplies	4.2	0.3	3.9	7.8%	0.4	0.4
Charges for Services	24.1	2.5	22	10.2%	2.9	2.9
Intergovernmental Svcs	-	-	-	0.0%	-	-
Total Operating Expenses	114.8	41.2	73.6	35.9%	39.3	39.3
Other Financing Uses	20.3	10.1	10.1	50.0%	10.3	10.3
Total Uses	\$ 135.1	\$ 51.3	\$ 83.7	38.0%	\$ 49.6	\$ 49.6



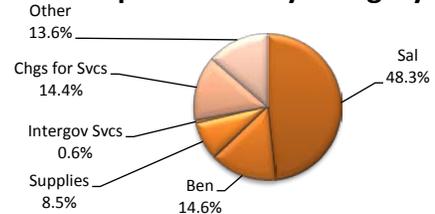
Rev & Exp - YTD	2012		\$ Rem	% Coll YTD	2011	
	Budget	Actual			Actual	Actual
Salaries & Wages	\$ 65.5	\$ 28.8	\$ 36.7	43.9%	\$ 26.0	\$ 26.0
Benefits	29.1	14.5	14.6	49.9%	12.5	12.5
Supplies	9.1	12.6	(3.4)	137.4%	6.1	6.1
Charges for Services	54.1	18.7	35.4	34.6%	14.5	14.5
Capital Outlay	-	-	-	0.0%	-	-
Total Operating Expenses	157.8	74.5	83.2	47.2%	59.0	59.0
Other Financing Uses	17.8	9.1	8.7	51.0%	9.0	9.0
Total Uses	\$ 175.6	\$ 83.6	\$ 92.0	47.6%	\$ 68.0	\$ 68.0

Rev & Exp - YTD	2012		\$ Rem	% Coll YTD	2011	
	Budget	Actual			Actual	Actual
Taxes	\$ 456.0	\$ 248.9	\$ 207.1	54.6%	\$ 226.3	\$ 226.3
Grants	-	-	-	0.0%	-	-
Aquatics Revenue	498.9	270.1	228.8	54.1%	241.4	241.4
Investment Interest	0.2	0.1	0.1	52.9%	0.1	0.1
Charges for Goods & Services	-	0.2	(0.2)	0.0%	6.0	6.0
Miscellaneous	41.9	20.9	21.0	49.9%	24.1	24.1
Total Operating Revenues	997.0	540.2	456.7	54.2%	497.9	497.9
Other Financing Sources	211.6	113.8	97.8	53.8%	104.4	104.4
Total Sources	\$ 1,208.5	\$ 654.0	\$ 554.5	54.1%	\$ 602.3	\$ 602.3
Salaries & Wages	\$ 599.1	\$ 267.5	\$ 331.6	44.6%	\$ 242.0	\$ 242.0
Benefits	178.5	80.8	97.7	45.3%	83.2	83.2
Supplies	115.1	46.9	68.3	40.7%	51.7	51.7
Intergovernmental Svcs	8.1	3.5	4.5	43.8%	2.8	2.8
Charges for Services	196.0	79.8	116.2	40.7%	66.1	66.1
Capital Outlay	-	-	-	0.0%	-	-
Total Operating Expenses	1,096.8	478.5	618.3	43.6%	445.9	445.9
Other Financing Uses	149.7	75.0	74.7	50.1%	77.4	77.4
Total Uses	\$ 1,246.5	\$ 553.5	\$ 693.0	44.4%	\$ 523.3	\$ 523.3

Revenues by Category



Expenditures by Category



City of Covington

Quarterly Performance Report - SWM Operations

as of 6/30/2012

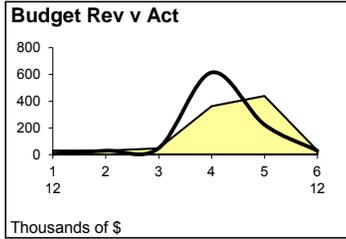


Chart 1

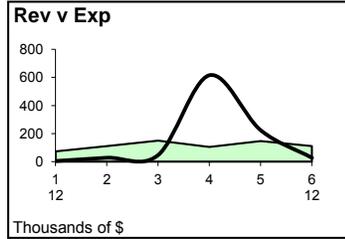


Chart 2

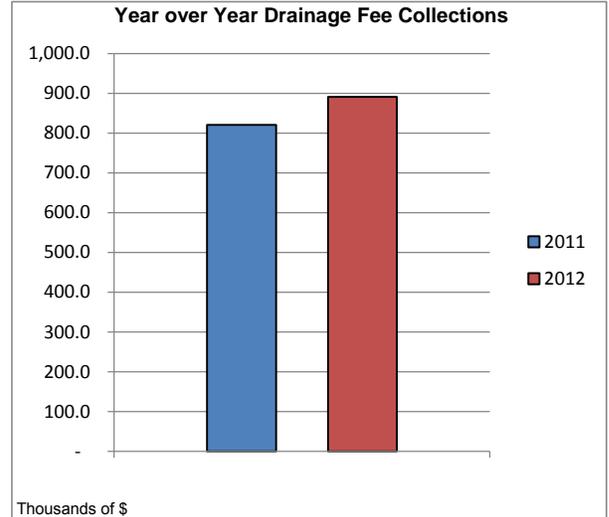


Chart 5

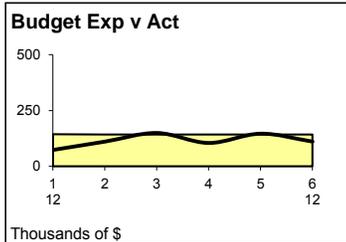


Chart 3

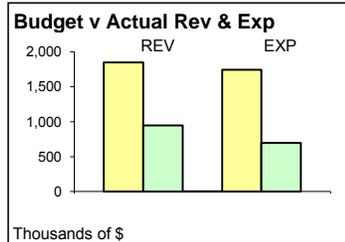
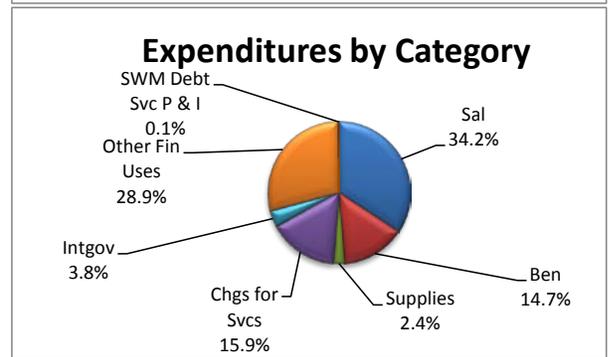
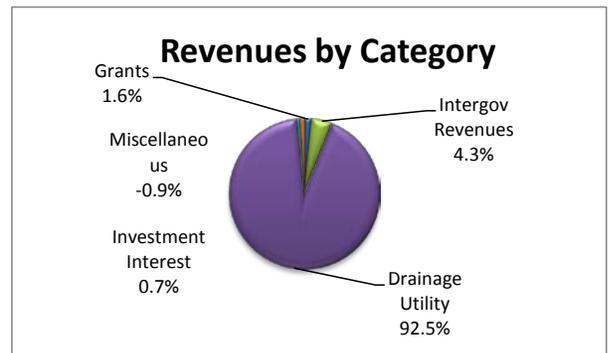


Chart 4

Rev & Exp - YTD	2012		\$ Rem	% Coll YTD	2011
	Budget	Actual			Actual
Grants	\$ 88.8	\$ 15.5	73.2	17.5%	\$ 4.5
KC Salmon Conservancy	-	-	-	-	-
Intergovernmental Revenues	55.9	41.7	14.2	74.6%	-
Drainage Utility	1,704.1	891.0	813.0	52.3%	821.0
Investment Interest	-	6.8	(6.8)	0.0%	0.9
Miscellaneous	-	(8.6)	8.6	-	-
Comp/Loss	-	-	-	-	-
Total Operating Revenues	1,848.7	946.4	902.3	51.2%	826.4
Transfers In	-	-	-	-	-
Total Sources	\$ 1,848.7	\$ 946.4	\$ 902.3	51.2%	\$ 826.4
Salaries	\$ 538.3	\$ 233.6	\$ 304.7	43.4%	\$ 228.7
Benefits	199.4	99.1	100.4	49.7%	90.4
Supplies	43.7	16.7	27.0	38.3%	6.0
Charges for Services	339.0	108.6	230.4	32.0%	51.1
Intergovernmental	87.3	26.3	61.1	30.1%	22.3
Capital Outlay	-	13.2	(13.2)	-	-
Total Operating Expenditures	1,207.8	497.5	710.3	41.2%	398.5
Other Financing Uses	499.7	197.1	302.6	39.4%	203.4
SWM Debt Service P & I	34.7	1.0	33.7	2.8%	1.0
Total Uses	\$ 1,742.1	\$ 695.6	\$ 1,046.6	39.9%	\$ 602.8



Legend	
	Cur Year
	Budget
	Actual
Data in Thousands of \$	

CITY OF COVINGTON
MAJOR REVENUE REVIEW
2009 - Current

ATTACHMENT 3

	Source/Data	Budget vs Actual			Revenue by Month (shown on a cash basis)	
		YTD	Annual			
GENERAL FUND	Sales Tax					
	Qtr - Qtr Revenues	2Q-11 1,187,946	2Q-12 1,306,781	% Diff 10.0%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 2,850,000	\$ 1,306,781	45.9%		
	2011 Annual Revenues	\$ 2,904,000	\$ 2,947,658	101.5%		
	2010 Annual Revenues	\$ 3,025,000	\$ 2,795,130	92.4%		
GENERAL FUND	Property Tax					
	Qtr - Qtr Revenues	2Q-11 \$ 1,196,537	2Q-12 \$ 1,216,987	% Diff 1.7%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 2,340,000	\$ 1,216,987	52.0%		
	2011 Annual Revenues	\$ 2,356,779	\$ 2,339,013	99.2%		
	2010 Annual Revenues	\$ 2,112,000	\$ 1,976,819	93.6%		
GENERAL FUND	Utility Tax¹					
	Qtr - Qtr Revenues	2Q-11 \$ 969,497	2Q-12 \$ 1,084,079	% Diff 11.8%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 2,012,475	\$ 1,084,079	53.9%		
	2011 Annual Revenues	\$ 2,016,000	\$ 1,785,767	88.6%		
	2010 Annual Revenues	\$ 2,060,060	\$ 1,778,701	86.3%		
STREET FUND	Fuel Tax					
	Qtr - Qtr Revenues	2Q-11 \$ 178,909	2Q-12 \$ 170,287	% Diff -4.8%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 371,700	\$ 170,287	45.8%		
	2011 Annual Revenues	\$ 378,202	\$ 366,520	96.9%		
	2010 Annual Revenues	\$ 380,000	\$ 378,263	99.5%		
STREET FUND	Comcast Franchise Fees					
	Qtr - Qtr Revenues	2Q-11 \$ 100,663	2Q-12 \$ 98,037	% Diff -2.6%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 199,000	\$ 98,037	49.3%		
	2011 Annual Revenues	\$ 184,000	\$ 196,256	106.7%		
	2010 Annual Revenues	\$ 184,000	\$ 197,813	107.5%		
DEV SVCS	Development Services Permitting Revenue/Activity *					
	Qtr - Qtr Revenues	2Q-11 \$ 344,857	2Q-12 \$ 457,606	% Diff 32.7%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 566,835	\$ 457,606	80.7%		
	2011 Annual Revenues	\$ 327,766	\$ 556,842	169.9%		
	2010 Annual Revenues	\$ 175,500	\$ 391,659	223.2%		
PARKS	Aquatics Revenue/Attendance *					
	Qtr - Qtr Revenues	2Q-11 \$ 241,421	2Q-12 \$ 270,116	% Diff 11.9%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 498,880	\$ 270,116	54.1%		
	2011 Annual Revenues	\$ 486,330	\$ 466,487	95.9%		
	2010 Annual Revenues	\$ 423,746	\$ 462,942	109.2%		
SWM	SWM Fees					
	Qtr - Qtr Revenues	2Q-11 \$ 821,004	2Q-12 \$ 891,009	% Diff 8.5%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 1,704,052	\$ 891,009	52.3%		
	2011 Annual Revenues	\$ 1,542,260	\$ 1,606,794	104.2%		
	2010 Annual Revenues	\$ 1,258,896	\$ 1,443,633	114.7%		
REET	Real Estate Excise Tax (REET)/Avg Sales Price/Unit *					
	Qtr - Qtr Revenues	2Q-11 \$ 259,790	2Q-12 \$ 301,066	% Diff 15.9%		
		Budget	Actual	% Collected		
	2012 Annual Revenues	\$ 325,000	\$ 301,066	92.6%		
	2011 Annual Revenues	\$ 300,000	\$ 390,364	130.1%		
	2010 Annual Revenues	\$ 350,000	\$ 322,179	92.1%		

¹ The utility tax rate increased to 6% in 2012 from 5.5%.

* Attendance, permitting activity, and average unit sales price are shown on the secondary axis to compare with revenue intake.

DISCUSSION OF FUTURE AGENDA TOPICS:

7:00 p.m., Tuesday, August 28, 2012 Regular Meeting

6:00 p.m., Tuesday September 11, 2012 Special & Regular Meetings

(Draft Agendas Attached)



Covington: Unmatched quality of life
CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov



Tuesday, August 28, 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 is not intended for conversation or debate. Comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.**

APPROVE CONSENT AGENDA

- C-1. Minutes: August 14, 2012 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: August 9 Meeting.
- Arts Chair Sandy Bisordi: August 9 Meeting.
- Budget Priorities Advisory Committee Liaison Darren Dofelmier: Aug. 1 and 15 Meetings.
- **Future Meetings:**
 - Parks & Recreation: Next Meeting – September 20; August 15 and September 19 Meetings Canceled.
 - Planning: Next Meeting – September 20; August 2, August 16, and September 6 Meetings Canceled.
 - Economic Development Council: Next Meeting – September 27; July 26 Meeting Canceled - Lack of Quorum; August 23 Meeting Canceled.

NEW BUSINESS - NONE

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.



Covington: Unmatched quality of life
CITY OF COVINGTON
CITY COUNCIL SPECIAL & REGULAR MEETINGS AGENDA
www.covingtonwa.gov



Tuesday, September 11, 2012
6:00 p.m.

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

Council will interview Arts Commission applicants beginning at 6:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Annual Update from King County Councilmember Reagan Dunn (Tentative)
- Mayor’s Day of Concern for the Hungry Proclamation (Throm)
- Tobacco Free Teens Back to School Week Proclamation (Kent School District)
- National Recovery Month Proclamation (Slate)

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 is not intended for conversation or debate. Comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future session as time allows for up to 15 minutes to address the council on specific issues or requests.**

APPROVE CONSENT AGENDA

C-1. Minutes (Scott)

C-2. Vouchers (Hendrickson)

NEW BUSINESS

1. Consider Appointments to Arts Commission (Council)
2. Adopt Revised Employee Handbook (Beaufreere)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

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