

Covington: Unmatched quality of life

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



**Tuesday, October 25, 2011
7:00 p.m.**

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Proclamation Honoring Centenarian Resident Justine Siler

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

APPROVE CONSENT AGENDA

- C-1. Approval of Minutes (Scott)
- C-2. Approval of Vouchers (Hendrickson)

REPORTS OF COMMISSIONS

- Planning Chair Sean Smith: October 6 meeting; October 20 canceled.
- Human Services Chair Haris Ahmad: October 13 meeting.
- Arts Chair Sandy Bisordi: October 13 meeting.
- Parks & Recreation Chair David Aldous: October 19 meeting.

Future Meetings:

- Economic Development Council: next meeting November 3.

PUBLIC HEARING

1. Receive Testimony from the Public Regarding Proposed Fiscal Year 2012 Budget and Revenues Sources and Set the Property Tax Levy (Hendrickson)
2. Receive Testimony from the Public Regarding Adopting the Kent School District Six-Year Capital Facilities Plan and 2012 School Impact Fee Schedule (Hart)

NEW BUSINESS

3. Consider Ordinance Adopting the Kent School District Six-Year Capital Facilities Plan and the 2012 School Impact Fee Schedule (Hart)
4. Accept Department of Commerce Grant for Covington Community Park (Thomas)

5. Consider Covington Community Park Possible Funding Sources (Matheson)
6. Consider Inattentive Driving Ordinance (Klason)

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: October 25, 2011

SUBJECT: APPROVAL OF MINUTES: SEPTEMBER 27, 2011 CITY COUNCIL
REGULAR MEETING MINUTES, OCTOBER 11, 2011 CITY COUNCIL
STUDY SESSION MINUTES, AND OCTOBER 25, 2011 CITY COUNCIL
REGULAR MEETING MINUTES.

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

**Councilmember _____ moves, Councilmember _____
seconds, to approve the September 27, 2011 City Council Regular Meeting
Minutes, October 11, 2011 City Council Study Session Minutes, and
October 11, 2011 City Council Regular Meeting Minutes.**

City of Covington
Regular City Council Meeting Minutes
Tuesday, September 27, 2011

(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, September 27, 2011, at 7:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT:

David Lucavish.

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

STAFF PRESENT:

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

Mayor Margaret Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Wagner moved and Councilmember Lanza seconded to approve the Agenda as amended to add the Safe Schools Week Proclamation to Public Communications. Vote: 6-0. Motion carried.

PUBLIC COMMUNICATION:

- Captain Larry Rabel, Kent Fire Department Regional Fire Authority, accepted a proclamation recognizing the week of October 9-15, 2011 as “Fire Prevention Week” in Covington.
- Public Works Director Glenn Akramoff accepted a proclamation recognizing Saturday, October 22, 2011, as “Make a Difference Day” in Covington.
- Planning Commission Chair Sean Smith accepted a proclamation recognizing October as “Community Planning Month” in Covington.
- Personnel & Human Services Analyst Victoria Throm accepted a proclamation recognizing October as “Domestic Violence Awareness Month” in Covington.
- Kent School District Superintendent Dr. Lee Vargas accepted a proclamation recognizing the week of October 16-22, 2011 as “Safe Schools Week” in Covington.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Jason Fiorito, President of Pacific Raceways, 31001 144th Avenue SE, Kent, requested Council endorsement of the proposed legislation that sets forth a process through which Pacific Raceways would gain approval and a development agreement with King County.

Chris McCain, 17615 SE 240th Street, Kent, property borders Covington Community Park, provided Council with a letter which he read into the record requesting a fence to be installed along his property line to separate public use from private use.

Tamara Rose, Chamber of Commerce Executive Director, was introduced by Mayor Harto and spoke about how she is looking forward to helping Covington grow.

David Aldous, 17743 SE 261st Street, Covington, spoke regarding the budget for ongoing maintenance of Covington Community Park and requested Council ensure funding for this park.

Kollin Higgins, just outside of Covington city limits, spoke regarding his opposition to the Pacific Raceways proposed expansion and also spoke regarding the importance of ensuring grant funding for Covington Community Park.

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

APPROVE CONSENT AGENDA:

- C-1. Approval of Minutes: August 23, 2011 City Council Regular Meeting Minutes and September 13, 2011 City Council Regular Meeting Minutes.
- C-2. Approval of Vouchers: Vouchers #25838-25897, in the Amount of \$187,780.78, Dated September 7, 2011; Vouchers #25898-25987, in the Amount of \$2,047.40, Dated September 15, 2011; City of Covington Voucher #1043 and Paylocity Payroll Checks #1000145925-1000145931 and Paylocity Payroll Checks #1000146010-1000146015, Inclusive, Plus Employee Direct Deposits in the Amount of \$141,811.81, Dated September 16, 2011.

ORDINANCE NO. 09-11

AN ORDINANCE OF THE CITY OF COVINGTON GRANTING COVINGTON WATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON, WASHINGTON, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

- C-3. Approve Ordinance No. 09-11 Granting Covington Water District a Franchise.
- C-4. Approve Memo of Understanding with King County for Coordinated Policy and Decision Making During an Emergency.

C-5. Approve Contract for Storm Sewer Cleaning.

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

REPORTS OF COMMISSIONS:

Human Services Commission – Personnel & Human Services Analyst Victoria Throm reported on the September 8 meeting.

Economic Development Council – Co-Chair Jeff Wagner reported on the August 25 and September 22 meetings.

Arts Commission – September meeting canceled; next meeting October 13.

Parks & Recreation Commission – September meeting canceled; next meeting October 19.

Planning Commission – September meetings canceled; next meeting October 6.

PUBLIC HEARING:

1. Receive Comments from the Public Regarding the Recently Adopted Medical Marijuana Moratorium.

Mayor Harto called for public comments for the public hearing and informed the audience that written testimony would also be received until 5 p.m. on Friday, September 30, 2011.

The following people spoke in favor of medical marijuana and the Covington dispensary.

- Katelyn Higby, volunteer and patient at Covington Holistic Medicine;
- Starla Ramirez, not a Covington resident, medical marijuana patient;
- Sharon Mercer, Black Diamond resident, medical marijuana license;
- Stuart Lunde, just outside of Covington limits; patient at Covington Holistic Medicine;
- Tom Burns, representative of Covington Holistic Medicine;
- Art Priest, employee and patient at Covington Holistic Medicine;
- Colleen O'Rourke, one of the directors of Covington Holistic Medicine, submitted list of signatures and letters from patients and provided a handout.

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

Council Action: There was Council consensus to request staff to place this issue on a future Council meeting agenda for discussion.

NEW BUSINESS:

2. Consider Ordinance Amending the Covington Comprehensive Plan.

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

Councilmembers asked questions and Mr. Hart provided responses.

ORDINANCE NO. 10-11

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; THE TRANSPORTATION ELEMENT, CHAPTER 5; THE PARKS ELEMENT, CHAPTER 6; CREATING A NEW CHAPTER 13, THE SHORELINE ELEMENT; RENUMBERING THE REFERENCES AND APPENDICES CHAPTER 13 TO CHAPTER 14; AND AMENDING THE COVINGTON MUNICIPAL CODE (CMC) SECTION 18.31.060 DOWNTOWN ZONING DISTRICTS STREET TYPES MAP BY ADDING A MISSING SEGMENT OF THE PROPOSED 171ST AVE SE AS A TYPE I STREET.

Council Action: Councilmember Snoey moved and Councilmember Scott seconded to pass Ordinance No. 10-11 updating the City of Covington Comprehensive Plan by amending the Downtown, Parks, and Transportation, Elements; creating a new Shoreline Element; renumbering the References and Appendices Chapter; and amending CMC 18.31.060 Downtown Street Types Map for Design Standards in the Zoning and Development Regulations, in accordance with Attached Exhibits A-F. Vote: 6-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

George Pearson, 18623 SE 265th Street, Covington, Timberlane HOA Board of Directors, reported that the Timberlane Homeowners Association will be starting a quarterly recycle event the first Saturday of the quarter starting this Saturday, October 1.

Rick Oliveira, 17224 SE Wax Road, CEO of Covington Chamber of Commerce, introduced Tamara Rose, new Executive Director of Covington Chamber of Commerce. Mr. Oliveira also thanked the Council and gave accolades to Derek Matheson and Richard Hart for their efforts on Covington Economic Development Council.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:55 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
City Council Study Session Minutes
Tuesday, October 11, 2011**

The Study Session was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, October 11, 2011, at 6:04 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza (arrived @ 6:10 p.m.), David Lucavish (arrived @ 6:09 p.m.), Marlla Mhoon, Jim Scott, and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Wayne Snoey.

STAFF PRESENT:

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

Mayor Margaret Harto called the study session to order.

APPROVAL OF AGENDA:

Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded to approve the Agenda. Vote: 4-0. Motion carried.

ITEMS FOR DISCUSSION:

1. Code Enforcement 101

Community Development Director Richard Hart gave a presentation on the code enforcement process.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Chele Dimmett, 26626 198th Avenue SE, Timberlane, requested that the code enforcement presentation be placed on the City's website and asked if the city would consider on-line reporting and management for code violations. Ms. Dimmett also suggested that all homeowner associations would benefit from quarterly meetings together.

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

Unapproved Draft – October 11, 2011 Study Session Minutes
Submitted for Approval: October 25, 2011

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:03 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, October 11, 2011**

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, October 11, 2011, at 7:12 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT:

Wayne Snoey.

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

STAFF PRESENT:

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

Mayor Margaret Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Scott moved and Councilmember Lanza seconded to amend the Agenda by removing Item 1. Vote: 6-0. Motion carried.

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

PUBLIC COMMENT:

Mayor Harto called for public comments.

Sabrina Jones, Senior Services, 2208 2nd Avenue, Suite 100, gave details on services the senior services offers.

Tom Burns, spoke in favor of medical marijuana and provided a medical marijuana handout.

Clint Rogers, 2809 “R” Place SE, Auburn 98002, spoke in favor of medical marijuana.

The following people spoke regarding their opposition to the Pacific Raceways expansion plans located in unincorporated King County at 31001 144th Avenue SE, Kent 98042.

- Don Huling, Auburn resident;
- John Mitchell, Auburn resident;
- Diana Norcross, Auburn resident.

The following people spoke regarding their support of the Pacific Raceways expansion plans located in unincorporated King County at 31001 144th Avenue SE, Kent 98042.

- Robley Evans, Kent resident;
- Judy Buckingham, Renton resident;
- Tim O’Mahony, Normandy Park resident;
- Jennifer Nowland, Kent resident;
- Jason Fiorito, Pacific Raceways CEO;
- Tom Pritchett, North Bend resident;
- Robert Rothell, Renton resident.

Steve Pand, Covington resident, spoke in favor of parks and hopes that Covington Community Park could be developed.

Don Pennington, 19011 SE 266th, Covington, spoke in support of parks.

Bryan Higgins, Covington resident, agreed with Steve Pand.

Greg Wingard, just outside of city limits next to park, supports at least passive use of park.

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

APPROVE CONSENT AGENDA:

C-1. Approval of Vouchers: Vouchers #25988-26046, in the Amount of \$344,759.87, Dated September 19, 2011; and Paylocity Payroll Checks #1000163290-1000163302 Inclusive, Plus Employee Direct Deposits in the Amount of \$138,138.89, Dated September 30, 2011.

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

CONTINUED BUSINESS:

1. Discuss Recently-Adopted Medical Marijuana Moratorium (removed from agenda).

NEW BUSINESS:

2. Discuss Pacific Raceways’ Request for Endorsement of County Legislation.

City Manager Derek Matheson gave the staff report on this item.

Council Action: Councilmember Wagner moved and Councilmember Scott seconded to authorize the City Manager to prepare a letter for the Mayor’s signature to King County Council stating that the Covington Council is aware of potential positive and negative

impacts of proposal and looks forward to participating in the process to evaluate the impacts created by the legislation.

There was Council discussion.

Council Action: Councilmember Mhoon moved and Councilmember Lanza seconded to amend the motion to delete “created by the legislation.” Vote: 4-2. Motion carried.

3. Consider an Ordinance Regarding Banking Services.

Finance Director Rob Hendrickson gave the staff report on this item.

ORDINANCE NO. 11-11

AN ORDINANCE OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE PAYMENT OF CLAIMS OR OTHER OBLIGATIONS BY CHECK; REVOKING THE STATUS OF BANK OF AMERICA AS THE CITY’S QUALIFIED PUBLIC DEPOSITARY; DESIGNATING US BANK AS THE CITY’S NEW QUALIFIED PUBLIC DEPOSITARY PURSUANT TO RCW 35A.40.020; REPEALING RESOLUTION 97-3 AND ORDINANCE 104-98; AMENDING SECTION 3.25.060 OF THE COVINGTON MUNICIPAL CODE, AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Wagner moved and Councilmember Scott seconded to pass Ordinance No. 11-11 designating US Bank as the city’s qualified public depository and revoking Bank of America as the city’s qualified public depository and authorize the City Manager to enter into a contract for banking services with US Bank. Vote: 6-0. Motion carried.

4. 2012 Operating and Capital Budget Presentation.

City Manager Derek Matheson gave the staff report on this item.

Councilmembers asked questions and Mr. Matheson provided responses.

5. Discuss Covington Community Park Budget.

City Manager Derek Matheson introduced this item and Parks & Recreation Director Scott Thomas and Public Works Director Glenn Akramoff gave the staff report on this item.

Councilmembers asked questions and staff provided responses.

Council gave staff direction to bring this item back to the October 25 Council meeting for further discussion.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Linda Worden, 13445 SE 288th Street, Auburn, thanked Council for consideration of both sides of Pacific Raceways issue.

Greg Wingard, President of Middle Green River Coalition, spoke regarding his opposition to the Pacific Raceways ordinance and thanked Council for neutral position.

Mark DeGross, Snohomish resident, spoke regarding Pacific Raceways.

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

EXECUTIVE SESSION:

Potential Litigation. (RCW 42.30.110(1)(i)) from 9:45 to 9:55.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:55 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: October 25, 2011

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #26047-26098, in the Amount of \$151,814.94, Dated October 3, 2011; Vouchers #26099-26158, in the Amount of \$398,735.35, Dated October 17, 2011; and Paylocity Payroll Checks #1000182696-1000182708 Inclusive, Plus Employee Direct Deposits in the Amount of \$131,000.35, Dated October 14, 2011.

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #26047-26098, in the Amount of \$151,814.94, Dated October 3, 2011; Vouchers #26099-26158, in the Amount of \$398,735.35, Dated October 17, 2011; and Paylocity Payroll Checks #1000182696-1000182708 Inclusive, Plus Employee Direct Deposits in the Amount of \$131,000.35, Dated October 14, 2011.

October 3, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 26047 Through Check # 26098

In the Amount of \$151,814.94

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:	26047	Check Date:	10/03/2011	
Vendor:	2202	American Energy Systems		
2104	Minor Housing Repair; #DOYL-02.A-11	10/03/2011		956.22
2105	Minor Housing Repair; #NITZ-07-11	10/03/2011		1,824.48
2106	Minor Housing Repair; #NITZ-07.B-11	10/03/2011		1,694.16
2112	Minor Housing Repair; #VELA-05.B-11	10/03/2011		1,596.42
2113	Minor Housing Repair; #JANE-12.A-11	10/03/2011		3,199.10
2114	Minor Housing Repair; #BRAI-09.B-11	10/03/2011		135.21
				Check Total:
				9,405.59
Check No:	26048	Check Date:	10/03/2011	
Vendor:	2033	Aquatic Specialty Services		
1357	Aquatics; pool chemicals	10/03/2011		786.17
1360	Aquatics; clean/calibration/repair	10/03/2011		175.60
				Check Total:
				961.77
Check No:	26049	Check Date:	10/03/2011	
Vendor:	2223	ARC Imaging Resources		
919443	Plotter/Scanner maint; 9/21-10/21/11	10/03/2011		104.99
919443	Plotter/Scanner maint; 9/21-10/21/11	10/03/2011		52.50
919443	Plotter/Scanner maint; 9/21-10/21/11	10/03/2011		104.99
				Check Total:
				262.48
Check No:	26050	Check Date:	10/03/2011	
Vendor:	0019	AWC Employee Benefits Trust		
100106158E	Nemens; COBRA premium, October	10/03/2011		195.87
100106158E	Nemens; COBRA premium, October	10/03/2011		457.04
				Check Total:
				652.91
Check No:	26051	Check Date:	10/03/2011	
Vendor:	0499	Bank of America		
3544-10	Matheson/Slate; Chamber luncheon	10/03/2011		35.00
3544-10	Matheson; lunch meeting	10/03/2011		31.66
1346-10	Storage bins for linen tableclothes	10/03/2011		48.77
1346-10	Joint Commission Dinner hosted by Parks	10/03/2011		692.67
1030-10	Refund; Wesley hotel reservation	10/03/2011		-550.18
2959-10	Aquatics; fuse holders	10/03/2011		32.58
2959-10	Aquatics; fuse holders, use tax	10/03/2011		-2.58
2959-10	Aquatics; lanyards, whistles	10/03/2011		151.77
2959-10	Aquatics; merit program gift cards	10/03/2011		50.00
4935-10	Akramoff; APWA Congress, hotel	10/03/2011		568.53
4935-10	Emergency Management; CERT whistles	10/03/2011		337.64
4935-10	Akramoff; APWA Congress, hotel	10/03/2011		568.53
6540-10	Destination Covington; folders, use tax	10/03/2011		-23.18
6540-10	Destination Covington; folders	10/03/2011		292.66
2959-10	IAEM membership; Akramoff/Bates/Slate	10/03/2011		510.00
2959-10	SSL certificate auto renewal	10/03/2011		29.99
6540-10	Covingtonwa.gov renewal	10/03/2011		125.00
6540-10	SSL certificate; 1 year renewal	10/03/2011		89.99
6540-10	Morrissey; MCTS training book	10/03/2011		50.34
9115-10	Computer memory, video card; use tax	10/03/2011		-7.48
8290-10	Hendrickson; WFOA conference, hotel	10/03/2011		291.60
9115-10	Bykonen; WACE conference, hotel	10/03/2011		100.00
9115-10	Computer memory, video card	10/03/2011		94.46
2959-10	Aquatics; lanyards, whistles, use tax	10/03/2011		-12.02
				Check Total:
				3,505.75
Check No:	26052	Check Date:	10/03/2011	
Vendor:	2368	Best Parking Lot Cleaning Inc.		
111754	Street cleaning; August	10/03/2011		1,064.28
111682	Street Cleaning; Maple Valley, Aug-Sept	10/03/2011		6,069.01
111765	Street cleaning; September	10/03/2011		7,949.52
				Check Total:
				15,082.81
Check No:	26053	Check Date:	10/03/2011	
Vendor:	1868	The Brickman Group Ltd, LLC		
837013	Streets; landscaping, October	10/03/2011		3,677.20
837013	Parks; landscaping, October	10/03/2011		1,331.44

				<u>Check Amount</u>
				Check Total: 5,008.64
Check No: 26054	Check Date: 10/03/2011			
Vendor: 2270	CenturyLink			
6381431686	Maint shop; telephone, 9/25-10/25/11	10/03/2011		37.02
4137665359	Aquatics; telephone, 9/26-10/26/11	10/03/2011		277.81
6381431686	Maint shop; telephone, 9/25-10/25/11	10/03/2011		74.04
6381431686	Maint shop; telephone, 9/25-10/25/11	10/03/2011		74.03
				Check Total: 462.90
Check No: 26055	Check Date: 10/03/2011			
Vendor: 0906	Staci Cles			
11-51	Cles; 2011 flexible spending	10/03/2011		36.69
				Check Total: 36.69
Check No: 26056	Check Date: 10/03/2011			
Vendor: 0706	Covington Retail Associates			
3583	2nd floor; operating expenses, October	10/03/2011		1,515.88
3583	2nd floor; building lease, October	10/03/2011		3,046.58
3588	1st floor; operating expenses, October	10/03/2011		9,398.95
3588	1st floor; building lease, October	10/03/2011		23,880.83
				Check Total: 37,842.24
Check No: 26057	Check Date: 10/03/2011			
Vendor: 0537	Covington Water District			
122505-10	Maint shop; water, 7/15-9/9/11	10/03/2011		37.32
115324-10	Aquatic Center; water, 7/15-9/9/11	10/03/2011		1,314.60
107666-10	Community Park; water, 7/18-9/9/11	10/03/2011		33.00
122505-10	Maint shop; water, 7/15-9/9/11	10/03/2011		18.66
122505-10	Maint shop; water, 7/15-9/9/11	10/03/2011		37.32
108188-10	Skate park; water, 7/18-9/9/11	10/03/2011		52.10
104587-10	Crystal view; water, 8/12-9/9/11	10/03/2011		321.48
105731-10	SR 516; water, 8/12-9/12/11	10/03/2011		44.90
				Check Total: 1,859.38
Check No: 26058	Check Date: 10/03/2011			
Vendor: 0159	Daily Journal of Commerce			
3254858	Ad; phone system replacement	10/03/2011		230.40
				Check Total: 230.40
Check No: 26059	Check Date: 10/03/2011			
Vendor: 1983	De Lage Landen Financial Svcs			
10781122	Copier lease, 9/15-10/14/11	10/03/2011		120.08
				Check Total: 120.08
Check No: 26060	Check Date: 10/03/2011			
Vendor: 1409	Delta Communications Systems			
916272	Aquatics; long distance, 10/1-10/31/11	10/03/2011		51.26
				Check Total: 51.26
Check No: 26061	Check Date: 10/03/2011			
Vendor: 0136	Department of Transportation			
RE41JA4992	CIP 1039; engineering, August	10/03/2011		64.82
				Check Total: 64.82
Check No: 26062	Check Date: 10/03/2011			
Vendor: 1876	John Gaudette			
1876-10	Reimbursement; #2768, seat handle	10/03/2011		12.57
				Check Total: 12.57
Check No: 26063	Check Date: 10/03/2011			
Vendor: 0127	GFOA			
0151604	Parker; GFOA membership, 11/11-11/12	10/03/2011		190.00
				Check Total: 190.00
Check No: 26064	Check Date: 10/03/2011			
Vendor: 2078	Girard Resources & Recycling,			
7085	Crushed rock	10/03/2011		94.32
				Check Total: 94.32
Check No: 26065	Check Date: 10/03/2011			
Vendor: 0302	Gray & Osborne			
10445.00-1	CIP 1026; Aqua Vista, 8/21-9/17/11	10/03/2011		303.59

				<u>Check Amount</u>
				Check Total: 303.59
Check No: 26066	Check Date: 10/03/2011			
Vendor: 1271	Rob Hendrickson			
1271-10	Hendrickson; WFOA conf, perdiem, miles	10/03/2011		340.83
				Check Total: 340.83
Check No: 26067	Check Date: 10/03/2011			
Vendor: 1658	Hertz Equipment Rental Corp.			
25844677-0	Rental; compressor, 9/12-9/22/11	10/03/2011		478.93
				Check Total: 478.93
Check No: 26068	Check Date: 10/03/2011			
Vendor: 1997	HSBC Business Solutions			
046987	Joint Commission Dinner, hosted by Parks	10/03/2011		130.18
1783714032	City hall; paper products, batteries	10/03/2011		286.64
010693	Joint Commission dinner; food/supplies	10/03/2011		170.88
				Check Total: 587.70
Check No: 26069	Check Date: 10/03/2011			
Vendor: 2208	ICON Materials			
50-1616038	Asphalt patching; tack	10/03/2011		342.19
				Check Total: 342.19
Check No: 26070	Check Date: 10/03/2011			
Vendor: 0143	King County Finance			
1628667	Jail costs; 8/1-8/31/11	10/03/2011		17,855.21
1627421	Streets; services, 8/1-8/31/11	10/03/2011		153.03
1627422	Street; services, 8/1-8/31/11	10/03/2011		3,354.33
				Check Total: 21,362.57
Check No: 26071	Check Date: 10/03/2011			
Vendor: 0541	King County Fleet Admin			
205523	#3340; credit for billing correction	10/03/2011		-793.35
205476	#3340; repairs/installations	10/03/2011		5,262.44
				Check Total: 4,469.09
Check No: 26072	Check Date: 10/03/2011			
Vendor: 0204	King County Pet Licensing			
0204-10	Pet License remittance; September	10/03/2011		555.00
				Check Total: 555.00
Check No: 26073	Check Date: 10/03/2011			
Vendor: 2093	Kompetitive Edge, Inc.			
13449	Aquatics; resale items, goggles, floats	10/03/2011		837.30
				Check Total: 837.30
Check No: 26074	Check Date: 10/03/2011			
Vendor: 1405	Lakeside Industries			
12031463MB	Asphalt	10/03/2011		1,672.79
12031526MB	Asphalt	10/03/2011		1,169.49
				Check Total: 2,842.28
Check No: 26075	Check Date: 10/03/2011			
Vendor: 1131	Lincoln Equipment, Inc.			
SI173136	Surge chamber float	10/03/2011		66.52
				Check Total: 66.52
Check No: 26076	Check Date: 10/03/2011			
Vendor: 1327	Ethan Newton			
1327-10	Newton; mileage reimbursement, September	10/03/2011		192.53
				Check Total: 192.53
Check No: 26077	Check Date: 10/03/2011			
Vendor: 0682	Nextel Communications			
591066496-	Internet connection card, 09/21-10/20/11	10/03/2011		20.49
591066496-	Internet connection card, 09/21-10/20/11	10/03/2011		40.99
591066496-	Internet connection card, 09/21-10/20/11	10/03/2011		61.49
591066496-	Internet connection card, 09/21-10/20/11	10/03/2011		40.99
				Check Total: 163.96
Check No: 26078	Check Date: 10/03/2011			
Vendor: 0708	NRPA			
149332	Wesley; NRPA membership thru 10/31/12	10/03/2011		150.00

				<u>Check Amount</u>
				Check Total: 150.00
Check No: 26079	Check Date: 10/03/2011			
Vendor: 0004	Office Depot			
5791302430	Dish soap	10/03/2011		5.20
5791302430	Office supplies	10/03/2011		81.52
5791302880	Office supplies	10/03/2011		7.38
5801752660	Office supplies	10/03/2011		324.99
1392785542	Office supplies	10/03/2011		37.18
1392785542	Cles; mousepad	10/03/2011		10.14
5791178160	Return; planner	10/03/2011		-16.28
5784746300	Coffee creamer	10/03/2011		4.00
5784746300	Office supplies	10/03/2011		332.84
				Check Total: 786.97
Check No: 26080	Check Date: 10/03/2011			
Vendor: 0418	Olympic Environmental Resource			
20116	Fall recycling implementation	10/03/2011		19,468.23
				Check Total: 19,468.23
Check No: 26081	Check Date: 10/03/2011			
Vendor: 0057	Petty Cash			
0057-10	Adopt-a-Street; safety pins	10/03/2011		1.34
0057-10	Adopt-a-Street; safety pins	10/03/2011		1.34
0057-10	Wasp and hornet spray	10/03/2011		7.16
0057-10	Washing rental vehicles	10/03/2011		20.00
0057-10	Parrish; meeting, parking	10/03/2011		4.00
				Check Total: 33.84
Check No: 26082	Check Date: 10/03/2011			
Vendor: 1197	Rainier Wood Recyclers			
00041658	Maint shop; disposal fees	10/03/2011		4.50
00041658	Maint shop; disposal fees	10/03/2011		9.00
00041599	Waste disposal	10/03/2011		112.50
00041658	Maint shop; disposal fees	10/03/2011		9.00
				Check Total: 135.00
Check No: 26083	Check Date: 10/03/2011			
Vendor: 1641	Safechecks			
0516573	1000 - Laser checks	10/03/2011		300.66
0516573	1000 - Laser checks, use tax	10/03/2011		-23.81
				Check Total: 276.85
Check No: 26084	Check Date: 10/03/2011			
Vendor: 1905	Sharp Electronics Corporation			
C728452-70	Copier lease	10/03/2011		18.36
C728188-70	Copier; usage, 8/15-9/15/11	10/03/2011		58.12
C728188-70	Copier; usage, 8/15-9/15/11	10/03/2011		38.75
				Check Total: 115.23
Check No: 26085	Check Date: 10/03/2011			
Vendor: 0736	Sound Security, Inc.			
0565789-IN	Security monitoring; October	10/03/2011		738.50
				Check Total: 738.50
Check No: 26086	Check Date: 10/03/2011			
Vendor: 0281	Standard Insurance Company			
0063555100	Life Insurance Premiums, October	10/03/2011		171.77
0063555100	Life Insurance Premiums, October	10/03/2011		70.59
0063555100	Life Insurance Premiums, October	10/03/2011		70.65
0063555100	Life Insurance Premiums, October	10/03/2011		42.92
0063555100	Life Insurance Premiums, October	10/03/2011		46.66
0063555100	Life Insurance Premiums, October	10/03/2011		11.25
0063555100	Life Insurance Premiums, October	10/03/2011		33.75
0063555100	Life Insurance Premiums, October	10/03/2011		104.54
0063555100	Life Insurance Premiums, October	10/03/2011		269.06
0063555100	Life Insurance Premiums, October	10/03/2011		85.84
0063555100	Life Insurance Premiums, October	10/03/2011		33.85
0063555100	Life Insurance Premiums, October	10/03/2011		22.83
0063555100	Life Insurance Premiums, October	10/03/2011		27.85

			<u>Check Amount</u>
0063555100	Life Insurance Premiums, October	10/03/2011	32.19
0063555100	Life Insurance Premiums, October	10/03/2011	11.25
0063555100	Life Insurance Premiums, October	10/03/2011	202.70
0063555100	Life Insurance Premiums, October	10/03/2011	8.44
0063555100	Life Insurance Premiums, October	10/03/2011	95.18
0063555100	Life Insurance Premiums, October	10/03/2011	64.88
0063555100	Life Insurance Premiums, October	10/03/2011	25.09
0063555100	Life Insurance Premiums, October	10/03/2011	45.01
0063555100	Life Insurance Premiums, October	10/03/2011	132.30
0063555100	Life Insurance Premiums, October	10/03/2011	34.34
0063555100	Life Insurance Premiums, October	10/03/2011	22.50
0063555100	Life Insurance Premiums, October	10/03/2011	23.91
0063555100	Life Insurance Premiums, October	10/03/2011	9.00
0063555100	Life Insurance Premiums, October	10/03/2011	201.73
0063555100	Life Insurance Premiums, October	10/03/2011	37.13
0063555100	Life Insurance Premiums, October	10/03/2011	70.88
0063555100	Life Insurance Premiums, October	10/03/2011	42.92
0063555100	Life Insurance Premiums, October	10/03/2011	3.09
0063555100	Life Insurance Premiums, October	10/03/2011	177.33
0063555100	Life Insurance Premiums, October	10/03/2011	51.69
0063555100	Life Insurance Premiums, October	10/03/2011	269.00
0063555100	Life Insurance Premiums, October	10/03/2011	201.19
0063555100	Life Insurance Premiums, October	10/03/2011	128.76
0063555100	Life Insurance Premiums, October	10/03/2011	7.91
			Check Total:
			2,889.98
Check No: 26087 Check Date: 10/03/2011			
Vendor: 0062 Suburban Cities Association			
1967	Harto/Snoey/Scott; SCA dinner mtg, 9/21	10/03/2011	135.00
1967	Matheson; SCA dinner meeting, 9/21	10/03/2011	45.00
			Check Total:
			180.00
Check No: 26088 Check Date: 10/03/2011			
Vendor: 0777 Suburban Propane			
1730-06119	Gardener property; propane tank lease	10/03/2011	97.74
			Check Total:
			97.74
Check No: 26089 Check Date: 10/03/2011			
Vendor: 0357 Valley Communications			
0012478	800MHz access fee; September	10/03/2011	75.00
			Check Total:
			75.00
Check No: 26090 Check Date: 10/03/2011			
Vendor: 0046 Verizon Wireless			
971802088-	Maint shop; on call phone, 9/21-10/20/11	10/03/2011	12.08
971802088-	Maint shop; on call phone, 9/21-10/20/11	10/03/2011	6.05
971802088-	Maint shop; on call phone, 9/21-10/20/11	10/03/2011	12.08
			Check Total:
			30.21
Check No: 26091 Check Date: 10/03/2011			
Vendor: 2369 Versaire Group, LLC			
1025	Hazard Mitigation; grant preparation	10/03/2011	3,900.00
			Check Total:
			3,900.00
Check No: 26092 Check Date: 10/03/2011			
Vendor: 0819 Don Vondran			
11-50	Vondran; 2011 flexible spending	10/03/2011	10.00
			Check Total:
			10.00
Check No: 26093 Check Date: 10/03/2011			
Vendor: 2262 Voyager Fleet Systems Inc.			
8692854601	Vehicle fuel	10/03/2011	2,348.21
8692854601	Vehicle car wash	10/03/2011	8.76
8692854601	#3340; propane	10/03/2011	183.83
			Check Total:
			2,540.80
Check No: 26094 Check Date: 10/03/2011			
Vendor: 0130 WA State Dept of Revenue			
001	B & O Tax assessment; 1/1/07-6/30/10	10/03/2011	2,087.91
001	B & O Tax assessment; 1/1/07-6/30/10	10/03/2011	7,141.49

				<u>Check Amount</u>
001	B & O Tax assessment; 1/1/07-6/30/10	10/03/2011		0.60
Check Total:				9,230.00
Check No:	26095	Check Date:	10/03/2011	
Vendor:	1708	Western Equipment Distributors		
684280	#2766; compressor service/repairs	10/03/2011		1,120.48
Check Total:				1,120.48
Check No:	26096	Check Date:	10/03/2011	
Vendor:	0355	WRPA		
11-506	Patterson; WRPA mid year conference	10/03/2011		24.75
11-506	Patterson; WRPA mid year conference	10/03/2011		74.25
11-506	Berg/Sullivan/Bisordi; WRPA conference	10/03/2011		297.00
11-506	Aldous/Higgins; WRPA conference	10/03/2011		198.00
Check Total:				594.00
Check No:	26097	Check Date:	10/03/2011	
Vendor:	0995	Xerox Corporation		
500160882	B & W Copier; lease	10/03/2011		518.30
500159617	Color Copier; lease	10/03/2011		425.71
Check Total:				944.01
Check No:	26098	Check Date:	10/03/2011	
Vendor:	1894	Diana Ziolkowski		
1894-10	Facility monitoring; 9/18,9/25,9/27,10/2	10/03/2011		111.00
Check Total:				111.00
Date Totals:				151,814.94
Report Total:				0.00 151,814.94

October 17, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 26099 Through Check # 26158

In the Amount of \$398,735.35

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:	26099	Check Date:	10/17/2011	
Vendor:	0867	Home Depot Credit Services		
5042607	Operating Supplies	10/17/2011		22.97
3016387	Repairs & maint of building	10/17/2011		2.43
3016387	Repairs & maint of building	10/17/2011		4.85
5042607	Small Tools	10/17/2011		16.26
3050631	Door stops	10/17/2011		52.10
2016696	SWM Laser Measure	10/17/2011		107.51
6055819	Zip ties - Purple Lights Treet Lighting	10/17/2011		43.37
2046057	Operating supplies	10/17/2011		21.50
2046057	Operating supplies	10/17/2011		21.50
2046057	Operating supplies	10/17/2011		10.75
1073879	Category 5 plugs	10/17/2011		10.84
9053372	Streets operating supplies	10/17/2011		38.49
3052632	City Hall light bulbs	10/17/2011		28.20
6052043	Screws	10/17/2011		2.13
6044191	Operating supplies	10/17/2011		6.02
22947	Broom	10/17/2011		7.58
3016387	Repairs & maint of building	10/17/2011		4.85
Check Total:				401.35
Check No:	26100	Check Date:	10/17/2011	
Vendor:	0683	Abaco Pacific		
0683-10	CIP 1039; Sutlief Property 9/1-9/30/11	10/17/2011		318.94
0683-10	CIP 1039; Solly Property 9/1-9/30/11	10/17/2011		425.25
Check Total:				744.19
Check No:	26101	Check Date:	10/17/2011	
Vendor:	0463	Allied Waste Services		
0176-00322	Maint Shop disposal 9/1-9/30/11	10/17/2011		221.46
0176-00322	Maint Shop disposal 9/1-9/30/11	10/17/2011		110.73
0176-00322	Maint Shop disposal 9/1-9/30/11	10/17/2011		221.45
0176-00322	Aquatics; disposal 9/1-9/30/11	10/17/2011		227.34
Check Total:				780.98
Check No:	26102	Check Date:	10/17/2011	
Vendor:	1705	Alpine Products, Inc.		
TM-120063	Printing sign for Destination Covington	10/17/2011		30.66
TM-120024	Delineators	10/17/2011		349.85
Check Total:				380.51
Check No:	26103	Check Date:	10/17/2011	
Vendor:	2368	Best Parking Lot Cleaning Inc.		
112133	Street Cleaning; Maple Valley, September	10/17/2011		1,320.58
Check Total:				1,320.58
Check No:	26104	Check Date:	10/17/2011	
Vendor:	2136	Carbonic Systems, Inc.		
05040235	Carbomizer rental	10/17/2011		59.73
01253520	Aquatics; CO2 for PH control	10/17/2011		123.91
Check Total:				183.64
Check No:	26105	Check Date:	10/17/2011	
Vendor:	2366	CenturyLink Business Services		
1183289343	Aquatics: Internet/loop September	10/17/2011		475.00
Check Total:				475.00
Check No:	26106	Check Date:	10/17/2011	
Vendor:	0395	City of Buckley		
10-0395	Jail Costs; September	10/17/2011		5,985.00
Check Total:				5,985.00
Check No:	26107	Check Date:	10/17/2011	
Vendor:	0366	City of Covington		
FCV-BLI10-	Aquatic Center Fire Permit	10/17/2011		134.00
Check Total:				134.00
Check No:	26108	Check Date:	10/17/2011	
Vendor:	0208	City of Kent		
RI 22143	Fire Services 3rd Qtr 2011	10/17/2011		21,186.50
RI 22143	Fire Investigation 3rd Qtr 2011	10/17/2011		1,829.00

				<u>Check Amount</u>
				Check Total: 23,015.50
Check No: 26109	Check Date: 10/17/2011			
Vendor: 1170	Coastwide Laboratories			
W2362296	Aquatics; Cleaning Supplies	10/17/2011		403.57
				Check Total: 403.57
Check No: 26110	Check Date: 10/17/2011			
Vendor: 1091	Complete Office Solutions			
748314-0	Office Supplies	10/17/2011		201.81
749686-0	Office Supplies	10/17/2011		16.40
C748314-0	Office supplies	10/17/2011		-28.74
				Check Total: 189.47
Check No: 26111	Check Date: 10/17/2011			
Vendor: 0184	Cordi & Bejarano			
143	Public Defender 8/5 - 9/23/11	10/17/2011		6,940.00
				Check Total: 6,940.00
Check No: 26112	Check Date: 10/17/2011			
Vendor: 0223	Costco Wholesale Membership			
0001117722	Costco annual membership fees	10/17/2011		150.00
				Check Total: 150.00
Check No: 26113	Check Date: 10/17/2011			
Vendor: 1952	Covington Copy It...Mail It			
1673	Directional signs for Dest. Covington	10/17/2011		13.03
				Check Total: 13.03
Check No: 26114	Check Date: 10/17/2011			
Vendor: 0706	Covington Retail Associates			
3609	2nd floor; operating expenses; November	10/17/2011		1,515.88
3604	1st floor; building lease; November	10/17/2011		23,880.83
3604	1st floor; operating expenses; November	10/17/2011		9,398.95
3609	2nd floor; building lease; November	10/17/2011		3,046.58
				Check Total: 37,842.24
Check No: 26115	Check Date: 10/17/2011			
Vendor: 0072	Dept of Labor & Industries			
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		218.34
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		152.38
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		274.09
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		1,125.07
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		1,060.58
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		413.39
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		126.50
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		3,993.44
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		145.11
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		621.43
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		293.15
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		291.10
601802997-	Industrial Insurance, 3rd Qtr 2011	10/17/2011		3,192.02
				Check Total: 11,906.60
Check No: 26116	Check Date: 10/17/2011			
Vendor: 1880	E.D. Hovee & Company, LLC			
4608	Economic Update thru 10/11/11	10/17/2011		3,580.00
				Check Total: 3,580.00
Check No: 26117	Check Date: 10/17/2011			
Vendor: 2091	Fastenal Company			
WAKNT63400	Maint Shop; gloves	10/17/2011		146.68
WAKNT63400	Maint Shop; gloves	10/17/2011		73.34
WAKNT63400	Maint Shop; gloves	10/17/2011		146.69
				Check Total: 366.71
Check No: 26118	Check Date: 10/17/2011			
Vendor: 0886	John E. Galt			
2727	Valley Medical Center LU11-0006	10/17/2011		631.40
				Check Total: 631.40

				<u>Check Amount</u>
Check No: 26119	Check Date: 10/17/2011			
Vendor: 2045	Goodbye Graffiti Seattle			
14894	Everclean Program October 2011	10/17/2011		376.84
Check Total:				376.84
Check No: 26120	Check Date: 10/17/2011			
Vendor: 1271	Rob Hendrickson			
11-52	Hendrickson; 2011 Flexible Spending	10/17/2011		178.97
10-1271	Hendrickson South KC Finance mtg meals	10/17/2011		38.42
Check Total:				217.39
Check No: 26121	Check Date: 10/17/2011			
Vendor: 1342	Integra Telecom			
8861143	City Hall Telephone, 10/8-11/7/11	10/17/2011		1,346.64
Check Total:				1,346.64
Check No: 26122	Check Date: 10/17/2011			
Vendor: 1803	Iron Mountain			
EEP9620	Document Storage thru 10/31/11	10/17/2011		548.83
Check Total:				548.83
Check No: 26123	Check Date: 10/17/2011			
Vendor: 0111	Kenyon Disend, PLLC			
15043	CIP 1039 Legal Services September 2011	10/17/2011		73.50
15042	AT&T Mobility Legal Svcs, September 2011	10/17/2011		61.35
Check Total:				134.85
Check No: 26124	Check Date: 10/17/2011			
Vendor: 0143	King County Finance			
4077928	Maint; sewer treatment 7/1/11 - 9/30/11	10/17/2011		19.43
4077928	Maint; sewer treatment 7/1/11 - 9/30/11	10/17/2011		19.43
4077928	Maint; sewer treatment 7/1/11 - 9/30/11	10/17/2011		9.71
Check Total:				48.57
Check No: 26125	Check Date: 10/17/2011			
Vendor: 0641	King County Sheriff's Office			
11-347	Police Services September 2011	10/17/2011		241,252.33
Check Total:				241,252.33
Check No: 26126	Check Date: 10/17/2011			
Vendor: 1828	Kathleen Kirshenbaum			
10-1828	Kirshenbaum defense screening milage	10/17/2011		27.45
Check Total:				27.45
Check No: 26127	Check Date: 10/17/2011			
Vendor: 1622	Law Offices of Thomas R Hargan			
11-CV09	Prosecuting Atty September 2011	10/17/2011		4,396.78
Check Total:				4,396.78
Check No: 26128	Check Date: 10/17/2011			
Vendor: 1878	MacLeod Reckord			
6309	Covington Park; Phase 1 Dev, 9/1-9/30/11	10/17/2011		2,913.02
Check Total:				2,913.02
Check No: 26129	Check Date: 10/17/2011			
Vendor: 1796	Robert Meyers			
10-1796	Meyers 5 year service award	10/17/2011		75.00
Check Total:				75.00
Check No: 26130	Check Date: 10/17/2011			
Vendor: 0252	Microflex			
20247	Tax audit program	10/17/2011		17.76
Check Total:				17.76
Check No: 26131	Check Date: 10/17/2011			
Vendor: 1866	Minuteman Press			
27276	Thomas; business cards	10/17/2011		47.79
27276	French; business cards	10/17/2011		47.79
27276	Bates; business cards	10/17/2011		23.90
27276	Bykonen; business cards	10/17/2011		47.79
27298	Destination Covington Notepads	10/17/2011		264.94
27276	Bates; business cards	10/17/2011		23.90
Check Total:				456.11

				<u>Check Amount</u>
Check No:	26132	Check Date:	10/17/2011	
Vendor:	1901	Modern Building Systems, Inc.		
0044644	Maint shop; building lease November 2011	10/17/2011		569.06
0044644	Maint shop; building lease November 2011	10/17/2011		284.53
0044644	Maint shop; building lease November 2011	10/17/2011		569.07
Check Total:				1,422.66
Check No:	26133	Check Date:	10/17/2011	
Vendor:	1688	Mountain Mist		
003698838	Maint Shop; bottled water	10/17/2011		18.19
003698838	City Hall; bottled water	10/17/2011		149.35
003698838	Aquatics; bottled water	10/17/2011		36.07
003698838	Maint Shop; bottled water	10/17/2011		18.19
003698838	Maint Shop; bottled water	10/17/2011		9.10
Check Total:				230.90
Check No:	26134	Check Date:	10/17/2011	
Vendor:	1487	NAPA Auto Parts		
610224	#2673 ABS sensor	10/17/2011		39.87
Check Total:				39.87
Check No:	26135	Check Date:	10/17/2011	
Vendor:	0305	Net Venture		
599995	Maint shop; DSL 10/24/11 - 1/23/12	10/17/2011		59.94
599995	Maint shop; DSL 10/24/11 - 1/23/12	10/17/2011		59.94
599995	Maint shop; DSL 10/24/11 - 1/23/12	10/17/2011		29.97
Check Total:				149.85
Check No:	26136	Check Date:	10/17/2011	
Vendor:	0004	Office Depot		
1397345270	Destination Covington Supplies	10/17/2011		15.81
1395983363	Projector remote	10/17/2011		41.53
5805250360	Office Supplies	10/17/2011		112.89
1397345269	Destination Covington Supplies	10/17/2011		15.81
5805250360	Destination Covington Supplies	10/17/2011		68.11
Check Total:				254.15
Check No:	26137	Check Date:	10/17/2011	
Vendor:	1452	Palmer Coking Coal Company		
IN025058	Crushed rock	10/17/2011		289.23
IN025058	Backhaul	10/17/2011		53.50
Check Total:				342.73
Check No:	26138	Check Date:	10/17/2011	
Vendor:	2370	Pertect, Inc.		
20110106.0	Pavement Condition Assessment 8-29/9-25	10/17/2011		20,445.58
Check Total:				20,445.58
Check No:	26139	Check Date:	10/17/2011	
Vendor:	0973	Public Finance Inc.		
0001501	LID administration; 4th Quarter	10/17/2011		121.50
Check Total:				121.50
Check No:	26140	Check Date:	10/17/2011	
Vendor:	0161	Puget Sound Energy		
7042899661	Streets, electricity, 9-2/10-3	10/17/2011		105.80
7042898077	Streets; electricity, 9-2/10-3	10/17/2011		77.55
5282721009	Aquatics; electricity; 8/31-9/29/11	10/17/2011		2,019.50
7042895297	Streets; electricity, 9-3/10-4	10/17/2011		9.92
7042897053	Streets; electricity, 9-2/10-3	10/17/2011		7,753.00
8910394751	City Hall Electricity; 9/2-10/3/11	10/17/2011		2,085.76
5282721009	Aquatics; natural gas; 8/31-9/29/11	10/17/2011		2,479.25
1777131457	Streets Electricity; 8-31/9-29	10/17/2011		82.69
0047532379	Streets Electricity; 8-31/9-29	10/17/2011		89.63
8732768927	Maintenance Shop; electricity, 8-31/9-29	10/17/2011		27.05
7042894886	Streets; electricity, 9-3/10-4	10/17/2011		58.84
4077639500	Skate Park; electricity, 9-3/10-4	10/17/2011		11.87
7042894027	Streets; electricity, 9-2/10-3	10/17/2011		10.90
8732768927	Maintenance Shop; electricity, 8-31/9-29	10/17/2011		54.12
8732768927	Maintenance Shop; electricity, 8-31/9-29	10/17/2011		54.12

				<u>Check Amount</u>
7042890538	Streets; electricity, 9-2/10-3	10/17/2011		66.28
4077636381	Streets; electricity, 9-2/10-3	10/17/2011		88.06
4513241002	Crystal View; electricity, 8-31/9-29	10/17/2011		9.92
4513241002	SR516; electricity, 8-31/9-29	10/17/2011		157.43
7042898374	Streets; electricity, 9-3/10-4	10/17/2011		69.16
7042894027	Tree Lighting; electricity, 9-2/10-3	10/17/2011		9.91
			Check Total:	15,320.76
Check No:	26141	Check Date:	10/17/2011	
Vendor:	0292	Puget Sound Regional Council		
201220	Membership dues 7/1/11 - 6/30/12	10/17/2011		5,442.00
			Check Total:	5,442.00
Check No:	26142	Check Date:	10/17/2011	
Vendor:	1478	Rent Me Storage, LLC		
52030	Maint shop storage; interest,10/22-11/22	10/17/2011		6.74
52030	Maint shop storage; lease,10/22-11/22	10/17/2011		29.93
52030	Maint shop storage; lease;10/22-11/22	10/17/2011		59.86
52030	Maint shop storage; lease;10/22-11/22	10/17/2011		59.86
52030	Maint shop storage; interest,10/22-11/22	10/17/2011		3.38
52030	Maint shop storage; interest,10/22-11/22	10/17/2011		6.74
			Check Total:	166.51
Check No:	26143	Check Date:	10/17/2011	
Vendor:	2271	Sanderson Safety Supply Co.		
1415878-02	First Aid Supplies	10/17/2011		26.29
			Check Total:	26.29
Check No:	26144	Check Date:	10/17/2011	
Vendor:	0632	Wayne Snoey		
0632-10	Snoey; PSRC mileage/parking, 9/22/11	10/17/2011		40.86
			Check Total:	40.86
Check No:	26145	Check Date:	10/17/2011	
Vendor:	0993	Soos Creek Water & Sewer Dist.		
0700-92790	Maint shop; sewer, 8-1/9-30	10/17/2011		20.86
0700-92790	Maint shop; sewer, 8-1/9-30	10/17/2011		41.72
0700-92790	Maint shop; sewer, 8-1/9-30	10/17/2011		41.72
0700-90680	Aquatics; sewer, 8-1/9-30	10/17/2011		1,132.90
			Check Total:	1,237.20
Check No:	26146	Check Date:	10/17/2011	
Vendor:	1903	Sound Publishing, Inc.		
404111	Weekly Bulletins; 9/9, 9/16, 9/23, 9/30	10/17/2011		1,687.79
			Check Total:	1,687.79
Check No:	26147	Check Date:	10/17/2011	
Vendor:	1907	Star Rentals		
33-079410-	Tree Lighting Rental	10/17/2011		830.90
			Check Total:	830.90
Check No:	26148	Check Date:	10/17/2011	
Vendor:	1523	Kelly Thompson		
1523-10	Thompson reimbursement Tri-City Comm Mtg	10/17/2011		108.83
			Check Total:	108.83
Check No:	26149	Check Date:	10/17/2011	
Vendor:	2103	US Bancorp Equip Finance Inc.		
187639182	Copier lease 10/3/11 - 11/2/11	10/17/2011		100.54
187639182	Copier lease 10/3/11 - 11/2/11	10/17/2011		150.82
187889662	Copier Lease	10/17/2011		101.89
			Check Total:	353.25
Check No:	26150	Check Date:	10/17/2011	
Vendor:	1917	US Bank National Association		
386000046	Investment Service Charge; 7-1/9-30	10/17/2011		51.52
386000046	Investment Service Charge; 7-1/9-30	10/17/2011		19.04
386000046	Investment Service Charge; 7-1/9-30	10/17/2011		41.44
			Check Total:	112.00

				<u>Check Amount</u>
Check No: 26151	Check Date: 10/17/2011			
Vendor: 2372	Von Grunheide Shepherds			
11-1013	Stratton; K9 Legal Update, 10-24-11	10/17/2011		175.00
			Check Total:	175.00
Check No: 26152	Check Date: 10/17/2011			
Vendor: 0819	Don Vondran			
0819-10	Vondran; APWA Conf meals/mileage	10/17/2011		87.06
0819-10	Vondran; APWA Conf meals/mileage	10/17/2011		130.60
			Check Total:	217.66
Check No: 26153	Check Date: 10/17/2011			
Vendor: 1105	Washington State Patrol			
I12002085	Background Checks September 2011	10/17/2011		30.00
			Check Total:	30.00
Check No: 26154	Check Date: 10/17/2011			
Vendor: 1408	Washington Workwear Stores Inc			
447	Dalton; Carhartt	10/17/2011		30.41
447	Dalton; Carhartt	10/17/2011		60.81
6041	Parrish; Sweatshirt	10/17/2011		57.55
6042	Vondran; shirts	10/17/2011		73.31
6042	Vondran; shirts	10/17/2011		48.87
443	Meyers; Dark Brown Ripstop Carpenter	10/17/2011		48.86
409	Parrish; shirts	10/17/2011		198.67
6039	O & M General; hats	10/17/2011		32.58
6039	O & M General; hats	10/17/2011		32.58
6039	O & M General; hats	10/17/2011		16.29
6040	Marchefka; shirts, hat	10/17/2011		43.44
6040	Marchefka; shirts, hat	10/17/2011		43.44
6040	Marchefka; shirts, hat	10/17/2011		21.72
6038	Dalton; hat	10/17/2011		10.86
6038	Dalton; hat	10/17/2011		10.86
6038	Dalton; hat	10/17/2011		5.43
6037	Wesley; shirts, hats	10/17/2011		228.06
447	Dalton; Carhartt	10/17/2011		60.81
			Check Total:	1,024.55
Check No: 26155	Check Date: 10/17/2011			
Vendor: 0789	White River Family Care			
0789-10	Elkins; Medical Visit 7/20/11	10/17/2011		170.00
0789-10-1	Vaiente; Medical Visit 6/4/11	10/17/2011		170.00
			Check Total:	340.00
Check No: 26156	Check Date: 10/17/2011			
Vendor: 2371	WWGCSA			
7541	Dalton; WA Turf/Landscape Recertificatio	10/17/2011		17.00
7541	Dalton; WA Turf/Landscape Recertificatio	10/17/2011		34.00
7541	Dalton; WA Turf/Landscape Recertificatio	10/17/2011		34.00
			Check Total:	85.00
Check No: 26157	Check Date: 10/17/2011			
Vendor: 0995	Xerox Corporation			
057647362	Copier, usage 6/30 - 9/21/11	10/17/2011		247.34
057647361	Color Copier; usage 6/30 - 9/26/11	10/17/2011		939.83
			Check Total:	1,187.17
Check No: 26158	Check Date: 10/17/2011			
Vendor: 1894	Diana Ziolkowski			
1894-10	Facility monitoring; 10/9, 10/10, 10/16	10/17/2011		87.00
			Check Total:	87.00
			Date Totals:	398,735.35
			Report Total:	0.00 398,735.35

October 14, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 10/14/11 consisting of:

PAYLOCITY CHECK # 1000182696 through PAYLOCITY CHECK # 1000182708 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$131,000.35

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: _____

10/14/11 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101237	Regular	10/14/2011	Agnish, Ashley	197.24
101238	Regular	10/14/2011	Kirshenbaum, Kathleen	556.41
101239	Regular	10/14/2011	Lyon, Valerie	1,370.68
101240	Regular	10/14/2011	Matheson, Derek M	4,280.04
101241	Regular	10/14/2011	Mhoon, Darren S	1,242.06
101242	Regular	10/14/2011	Michaud, Joan M	1,748.01
101243	Regular	10/14/2011	Scott, Sharon G	2,159.89
101244	Regular	10/14/2011	Slate, Karla J	2,120.23
101245	Regular	10/14/2011	Hart, Richard	3,331.33
101246	Regular	10/14/2011	Cles, Staci M	1,597.70
101247	Regular	10/14/2011	Hagen, Lindsay K	1,356.05
101248	Regular	10/14/2011	Hendrickson, Robert	3,942.37
101249	Regular	10/14/2011	Parker, Cassandra	2,204.67
101250	Regular	10/14/2011	Dalton, Jesse J	1,707.81
101251	Regular	10/14/2011	Garnett, Stuart W	944.66
101252	Regular	10/14/2011	Hall, Ron	531.19
101253	Regular	10/14/2011	Junkin, Ross D	2,462.36
101254	Regular	10/14/2011	Marchefka, Joe A	2,006.57
101255	Regular	10/14/2011	Wesley, Daniel A	1,919.99
101256	Regular	10/14/2011	Bykonen, Brian D	2,260.14
101257	Regular	10/14/2011	Christenson, Gregg R	1,933.33
101258	Regular	10/14/2011	Lyons, Salina K	2,138.82
101259	Regular	10/14/2011	Meyers, Robert L	3,032.21
101260	Regular	10/14/2011	Ogren, Nelson W	2,442.13
101261	Regular	10/14/2011	Thompson, Kelly	1,803.01
101262	Regular	10/14/2011	Morrissey, Mayson	2,447.03
101263	Regular	10/14/2011	Bahl, Rachel A	1,007.66
101264	Regular	10/14/2011	Newton, Ethan A	1,913.09
101265	Regular	10/14/2011	Patterson, Clifford	2,228.21
101266	Regular	10/14/2011	Thomas, Scott R	3,192.68
101267	Regular	10/14/2011	Akramoff, Glenn A	3,209.02
101268	Regular	10/14/2011	Bates, Shellie L	1,793.11
101269	Regular	10/14/2011	Buck, Shawn M	1,396.00
101270	Regular	10/14/2011	French, Fred	1,622.83
101271	Regular	10/14/2011	Parrish, Benjamin A	1,638.29
101272	Regular	10/14/2011	Vondran, Donald M	3,221.08
101273	Regular	10/14/2011	Beatty, Kyle B	119.61
101274	Regular	10/14/2011	Campbell, Noel M	161.19
101275	Regular	10/14/2011	Cox, Melissa	256.88
101276	Regular	10/14/2011	Felcyn, Adam	352.94
101277	Regular	10/14/2011	Golan, Samuel	172.42
101278	Regular	10/14/2011	Halbert, Mitchell S	52.00
101279	Regular	10/14/2011	Holmes, Kyle	17.52
101280	Regular	10/14/2011	Houghton, Cassandra L	223.27
101281	Regular	10/14/2011	Kiselyov, Tatyana	314.35

101282	Regular	10/14/2011	MacConaghy, Hailey	569.66
101283	Regular	10/14/2011	Middleton, Jordan	281.21
101284	Regular	10/14/2011	Mohr, Emily A	52.00
101285	Regular	10/14/2011	Mooney, Lynell	283.06
101286	Regular	10/14/2011	Praggastis, Alexander	305.19
101287	Regular	10/14/2011	Reynolds, Taylor	364.99
101288	Regular	10/14/2011	Tran, Jenifer	2.60
101289	Regular	10/14/2011	Beaufriere, Noreen	2,622.65
101290	Regular	10/14/2011	Throm, Victoria J	1,803.90
1000182696	Regular	10/14/2011	Newell, Nancy	44.32
1000182697	Regular	10/14/2011	Gaudette, John J	1,383.47
1000182698	Regular	10/14/2011	Palmer, Stephen C	457.08
1000182699	Regular	10/14/2011	Carkeek, Lena	534.39
1000182700	Regular	10/14/2011	Cochran, Neil A	53.51
1000182701	Regular	10/14/2011	Eastin, Tatiana	194.00
1000182702	Regular	10/14/2011	Johansen, Andrea	465.62
1000182703	Regular	10/14/2011	Milburn, Matthew	97.11
1000182704	Regular	10/14/2011	Panzer, Erika	233.61

Totals for Payroll Checks 63 Items 84,376.45

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101291	AGENCY	10/14/2011	ICMA Retirement Trust	13,440.74
101292	AGENCY	10/14/2011	Vantagepoint Transfer Agent-	348.55
101293	AGENCY	10/14/2011	Paylocity Corporation	125.00
101294	AGENCY	10/14/2011	ICMA Retirement Trust	11,397.06
101295	AGENCY	10/14/2011	ICMA Retirement Trust	2,123.00
101296	AGENCY	10/14/2011	HRA VEBA Trust	1,020.00
1000182705	AGENCY	10/14/2011	City of Covington	2,616.04
1000182706	AGENCY	10/14/2011	City of Covington Employee	68.00
1000182707	AGENCY	10/14/2011	WASH CHILD SUPPORT	110.41
1000182708	AGENCY	10/14/2011	United Way of King County	18.00
Totals for Third Party			10 Items	31,266.80

Tax Liabilities	15,203.40
Paylocity fees	153.70
Grand Total	<u>\$ 131,000.35</u>

Agenda Item 1
Covington City Council Meeting
Date: October 25, 2011

SUBJECT: PRELIMINARY PUBLIC HEARING TO RECEIVE TESTIMONY FROM THE PUBLIC AND PRESENTATION FROM STAFF REGARDING PROPOSED FISCAL YEAR 2012 BUDGET AND REVENUE SOURCES.

ATTACHMENT(S):

1. Description of 2012 Revenue Sources.
2. PowerPoint Presentation.
3. Real Estate Excise Tax Forecast.
4. 2011-2017 Base Revenue and Expenditure Forecast – All Funds.
5. Property Tax Worksheet.

**COUNCILMEMBERS AND STAFF: PLEASE REMEMBER TO BRING YOUR
PRELIMINARY 2012 BUDGET WORKBOOK BINDERS TO THE MEETING.
THANK YOU!**

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

This public hearing is required under state law (RCW 84.55.120) to consider possible increases in property tax revenues and to review other revenue sources that support the City's general fund. The Finance Director will review the history of Covington's revenue collections, the current year's collections, and 2012's revenue projections.

This hearing, mandated by law, should focus on the City's revenue sources and potential adjustments to property tax revenues. The deadline for setting 2012 property tax levies for cities in King County is December 2, 2011.

It is the policy of the City to follow applicable laws as they relate to the budget process.

ALTERNATIVES:

N/A

FISCAL IMPACT:

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

NO COUNCIL ACTION REQUIRED AT THIS MEETING



DESCRIPTION OF 2012 REVENUE SOURCES

This summary describes each of the major revenue sources that appear in the 2012 budget by category. Budget amounts are based on the best available information at the time of budget preparation.

Beginning Fund Balance

All Funds

This is the estimate of funds remaining unspent at the end of the previous budget year and available for use in the following budget year. This amount will fluctuate annually depending on the amount of reserves, under or over collection of revenues, and under or over expenditure of appropriations.

TAXES

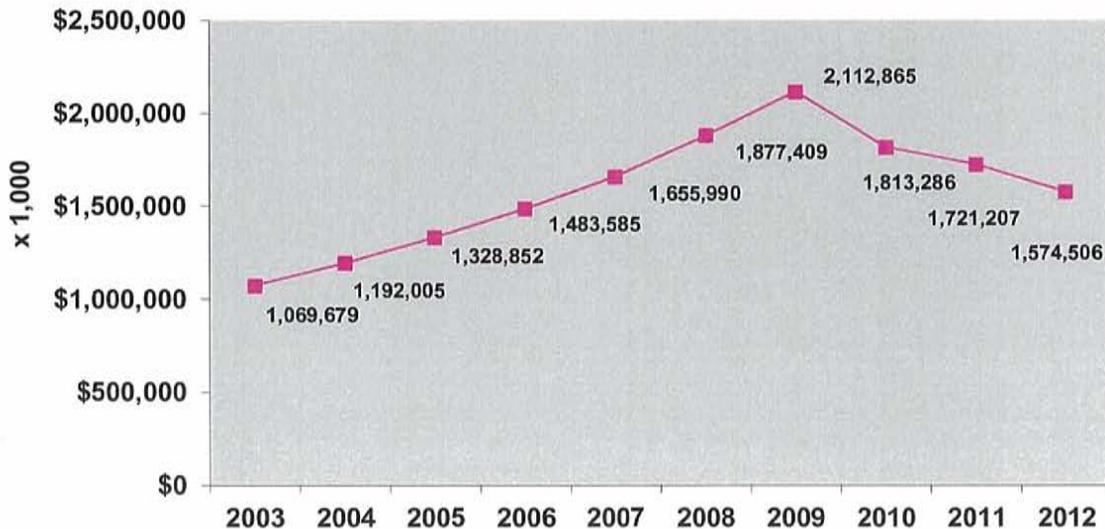
Property Taxes

General Fund

Property taxes are one of the largest and most stable sources of revenue for the City. With the passage of Initiative 747, state law limits the levy increase to 101%. In June 2006, the King County Superior Court ruled that Initiative 747 was unconstitutional. In November 2007, the Washington State Legislature reinstated the 1% property tax limit factor adopted by the voters under Initiative 747. The City has budgeted a levy increase in the amount of 101%. An increment for new construction is also added to this amount. The estimated budgeted levy for 2012 is \$2,340,000.

The City saw a 25% decrease in assessed value from 2009 to 2012.

**Total Assessed Values
Real and Personal Property
For the Fiscal Years 2003 Through 2012**



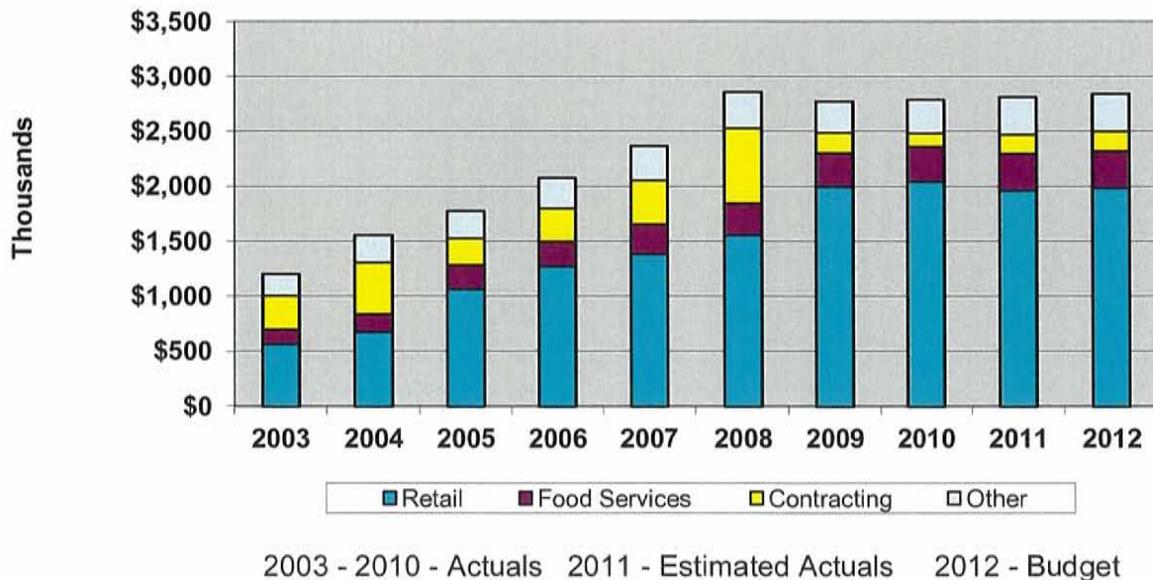
Sales Taxes

General Fund/Parks Fund

Sales taxes are subject to fluctuation from year to year due to changes in the economy and the buying habits of consumers. Sales tax is distributed monthly and is based on sales from two months previous. Revenues for 2012 are estimated at \$2,850,000. Sales tax is currently divided between the General Fund and Parks Fund 84% and 16% respectively. The total sales tax of 8.6% is distributed among public agencies as follows:

Sales Tax Distribution	
Agency	Tax Rate
State of Washington	6.50%
City of Covington	0.85%
King County/METRO	0.60%
Traffic and Traffic Congestion	0.30%
King County	0.15%
King County Criminal Justice Levy	0.10%
King County Mental Health	<u>0.10%</u>
Total Sales Tax Rate	<u>8.60%</u>

**Sales Tax by Classifications
For the Fiscal Years 2003 Through 2012**

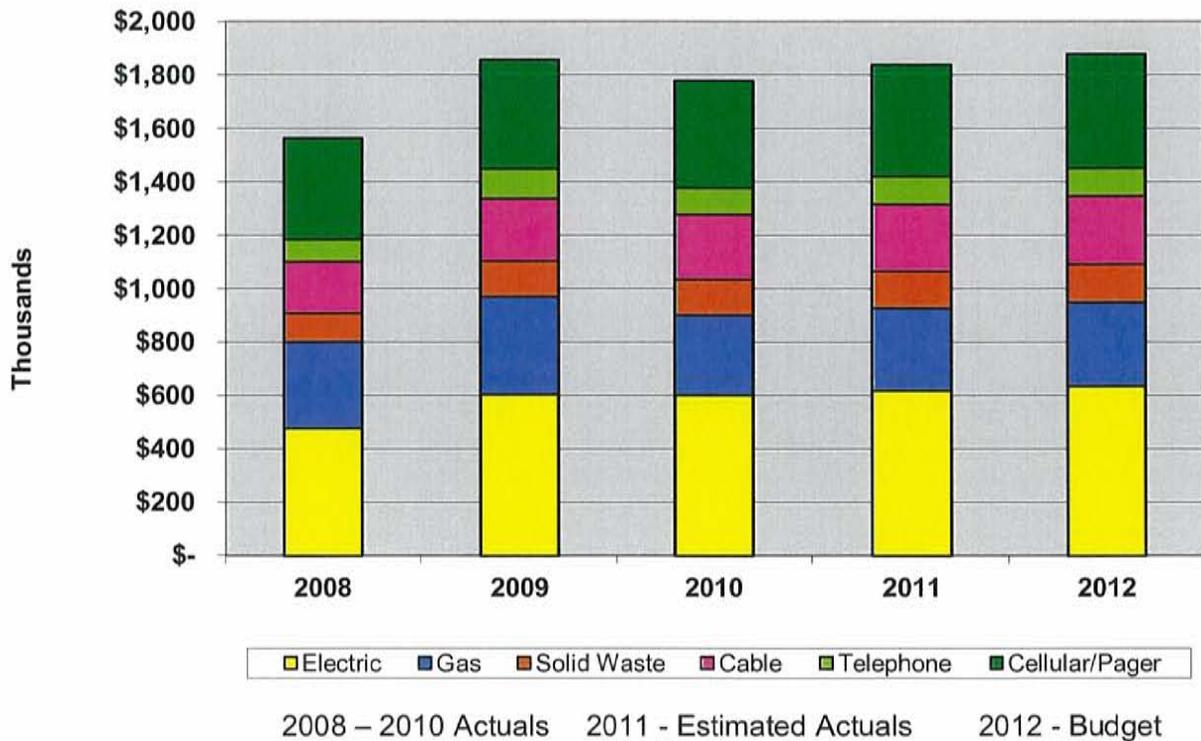


Utility Taxes

General Fund/Parks Fund/Street Fund

Utility taxes are imposed on utilities such as electricity, natural gas, telephones, cellular telephones, cable television, and solid waste. In 2007, the City adopted a 5.5% utility tax. Revenues for 2012 are estimated at \$1,877,475. Utility tax revenues are allocated between the General Fund, Parks Fund, and Street Fund. The remaining 0.5% of taxable authority would add approximately \$180,000 in revenue.

**Utility Tax by Classification
For the Fiscal Years 2008 Through 2012**



Criminal Justice Sales Tax

General Fund

King County levies an optional 0.1% sales tax to support criminal justice programs, under authority granted by the State. This optional tax, collected by the State, is distributed as follows: 10% to the County, and the remainder to cities and towns on the basis of population. The 2012 estimate of \$354,000 is based on inflation and population growth. This tax is distributed monthly to cities.

Real Estate Excise Tax (REET)

Real Estate Excise Tax Funds

The real estate excise tax is levied on all sales of real estate, measured by the full selling price, including the amount of any liens, mortgages, and other debts given to secure the purchase. The state levies this tax at the rate of 1.28%. The City has also authorized a locally imposed tax of 0.5%, in two 0.25% increments, replacing that tax formally levied by King County. Both increments must be spent for local capital improvements, identified under the capital facilities plan element of the City's Comprehensive Plan. The amount of tax collected depends totally upon real estate sales activity for residential and non-residential, including new construction and economic fluctuations. The 2012 estimates are based on estimated changes in real estate prices, new residential development increases, and new non-residential development increases. Distribution occurs on the 10th of each month to cities in King County. The 2012 revenue estimate is \$325,000.

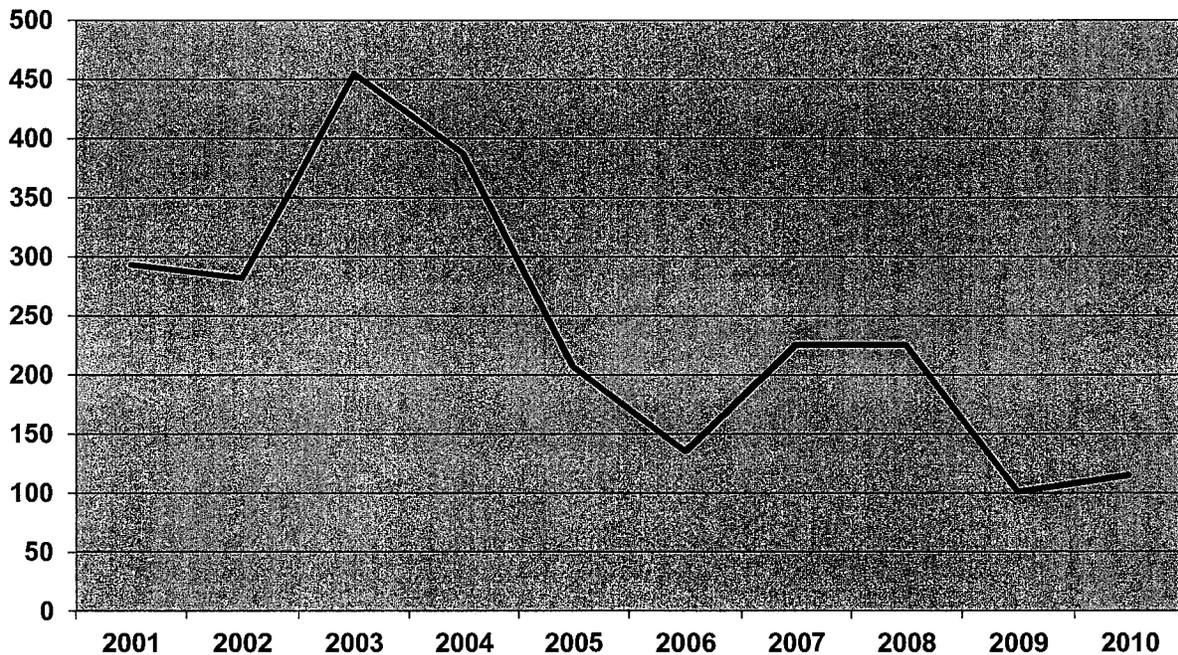
LICENSES AND PERMITS

Building, Cable TV, Misc.

Development Services Fund/ Street Fund

Licenses and permit activities are user fees derived from various regulatory activities of the City. Cable TV franchise fees, which are applied to the Street Fund, are based on population growth. For 2012 the estimated fees are \$199,000. Building permit revenues are based on staff estimates and are applied to the Development Services Fund. In 2012, \$261,704 is estimated based on 47 new single family permits. Commercial fees are tracked separately from residential fees. They include building permits and land use revenues. For 2012 we estimate \$321,131. A fee of \$39 is collected for business licenses from those businesses that conduct activities within the City. This fee is collected annually and is also applied to the Development Services Fund. The 2012 revenue estimate for this license fee is \$47,000. For 2012, all other permits and licenses such as sign permits and peddler's permits are estimated at \$9,160.

**Number of Building Permits Issued
For Fiscal Years 2001 Through 2010**



INTERGOVERNMENTAL

Liquor Excise Tax

General Fund

Cities and towns receive 28% of the liquor excise tax receipts collected by the State and distributed on the basis of population. The 2012 estimate of \$86,300 is based on the City's population and per capita estimates provided by Municipal Research Services Center. This tax is distributed quarterly beginning in January.

Liquor Board Profits

General Fund

Cities and towns receive a 40% share of State Liquor Board profits, distributed on a per capita basis. To be eligible to receive this revenue and Liquor Excise Taxes, a city must devote at least 2% of its distribution to support an approved alcoholism or drug addiction program. The 2012 estimate of \$108,790 is based on the City's population and per capita estimates provided by Municipal Research Services Center. This money is distributed quarterly beginning in March.

Motor Vehicle Fuel

Street Fund

State law provides that the State-levied tax on gasoline be shared with cities and towns. Of the base tax amount of 23 cents per gallon, 6.92% is redistributed to cities and towns to be used for street maintenance as well as construction, improvement, chip sealing, seal coating, and repair of arterial highways and city streets. These funds will be deposited in the Street Fund and used for the described purposes. Estimates are based on the City's population and per capita estimates provided by Municipal Research Services Center. This tax is distributed on the 20th of each month (or the last working day prior to the 20th). For 2012, we are estimating \$371,700.

Criminal Justice Shared Revenues

General Fund

Municipal Criminal Justice Funding has shifted from application based to a per capita distribution. Estimates are based on the City's population and per capita estimates provided by Municipal Research Services Center. For 2012, we are estimating \$48,850.

Recycling Grants

General Fund

The City is involved with King County and the State of Washington in an effort to encourage recycling. The City offers events in the spring and fall of every year. Costs for these events are reimbursed to the City through the grant process. For 2012 we estimate being awarded \$56,500.

CHARGES FOR SERVICES

Interfund Service Payments/Overhead

General Fund

These fees are collected from other Funds within the City for their percentage of General Fund Services that they require. There are two interfund payments - central services overhead and interfund service payments. Central services overhead is spread over every fund besides the General Fund based on the amount of FTEs. Each fund pays their proportional share of the Central Services Department which consists of things such as the building lease, office supplies, and IT. The 2012 budget is estimated to be \$391,841.

The interfund service payment is for each fund's share of the assistance they receive from the City Manager, Finance, Legal, and Personnel offices. The 2012 budget is estimated at \$236,000.

Land Use/Inspection/Engineering Fees

Development Services Fund

These fees are collected for services related to the issuance of permits for both residential and commercial aspects of construction or capital improvements, and for services related to the review of plans for compliance with aspects of the various codes. Fees are generally collected at a level estimated to recover the cost of the service. The 2012 budget for these fees is estimated at \$664,933.

Parks Fees

Parks Fund

These fees are collected for services related to the Aquatic Center and Recreation programs. The 2012 revenues are estimated at \$419,310.

Surface Water Management Fees

Surface Water Management Fund

These fees are collected on developed properties within the City to maintain storm and surface water runoff in the City. These fees provide for things such as maintenance and repair and construction of storm water facilities. The 2012 budget is estimated at \$1,704,052.

FINES AND FORFEITURES

District Court, False Alarm, and Miscellaneous Fines

General Fund

The City is entitled to money received in payment of fines, forfeitures, fees, costs and penalties associated with enforcement of local ordinances. Based on current collections we are estimating \$132,000 in revenue for 2012. In 2012 the City will again be utilizing King County for its court services through an interlocal agreement. As part of the agreement, King County receives 100% of revenues collected to provide the City's court services.

MISCELLANEOUS

Technology Surcharge

General Fund

These fees are collected for services related to the issuance of permits for both residential and commercial aspects of construction. The estimate for 2012 is \$18,000.

Interest Income

All Funds

The City will receive interest on cash balances through investment of public funds as allowed by law. The amount received will vary with interest rates, types and duration of investments, and the amount of cash available for investment during any particular budget year. The overall 2012 estimate of \$16,720 is based on annualized 2011 data, economic outlook, and the assumption that fund balances available for investing will be at 2011 levels.



**City of Covington
Financial Forecast
2012 - 2017**

Rob Hendrickson
October 25, 2011



ECONOMICS
**The science of explaining tomorrow
why the predictions you made
yesterday didn't come true today.**



Agenda

- Economic overview
- Forecast philosophy
- Process
- Major revenues
- Where we are and where we're going



National Outlook

- Housing
- Employment
- Consumer spending
- Elections



State Outlook

- Recovery
- Employment
- Personal income
- Elections



Regional Outlook*

- Housing
- Employment
- Retail sales

* Regional includes King, Kitsap, Pierce, and Snohomish Counties



Covington Outlook

- Major revenues
 - Sales tax
 - Utility tax
 - REET
 - Property tax
- Initiatives
- Development

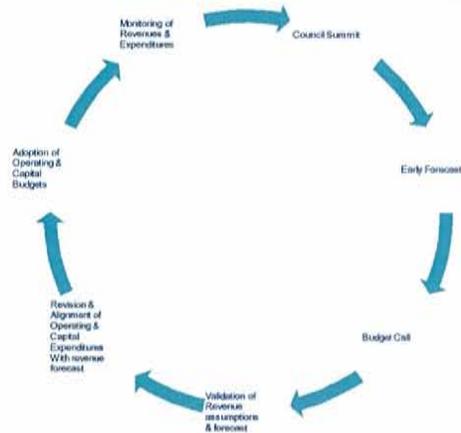


Philosophy

- Quantitative analysis
 - Trend analysis
- Qualitative analysis
 - Judgmental forecasting
 - Historical information
 - Consensus
- Conservative basis
- Each fund forecast is based on its own unique situation

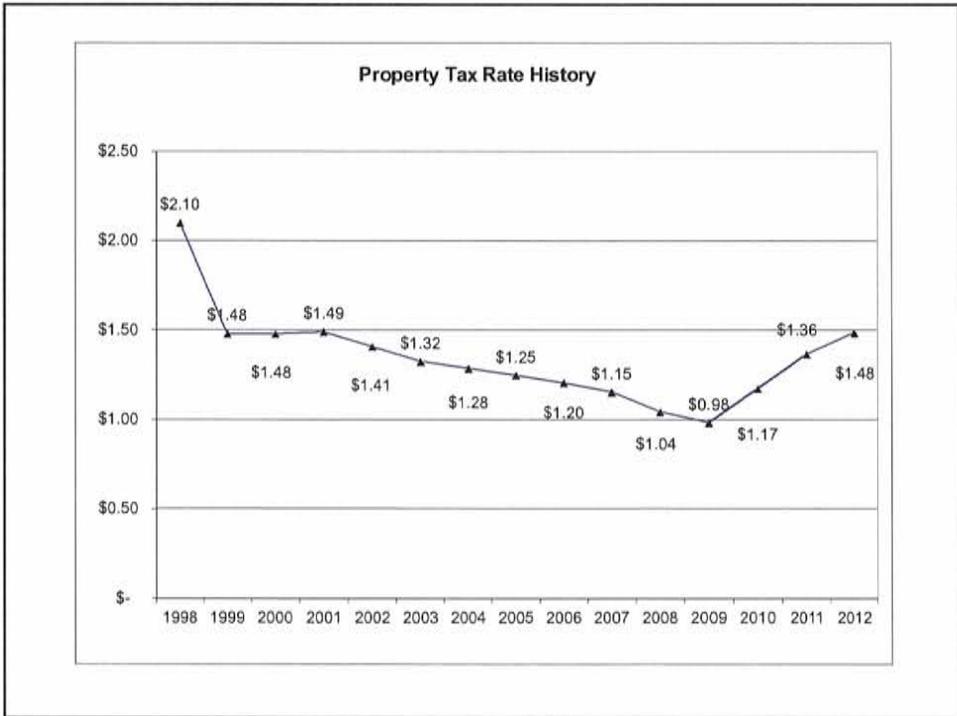
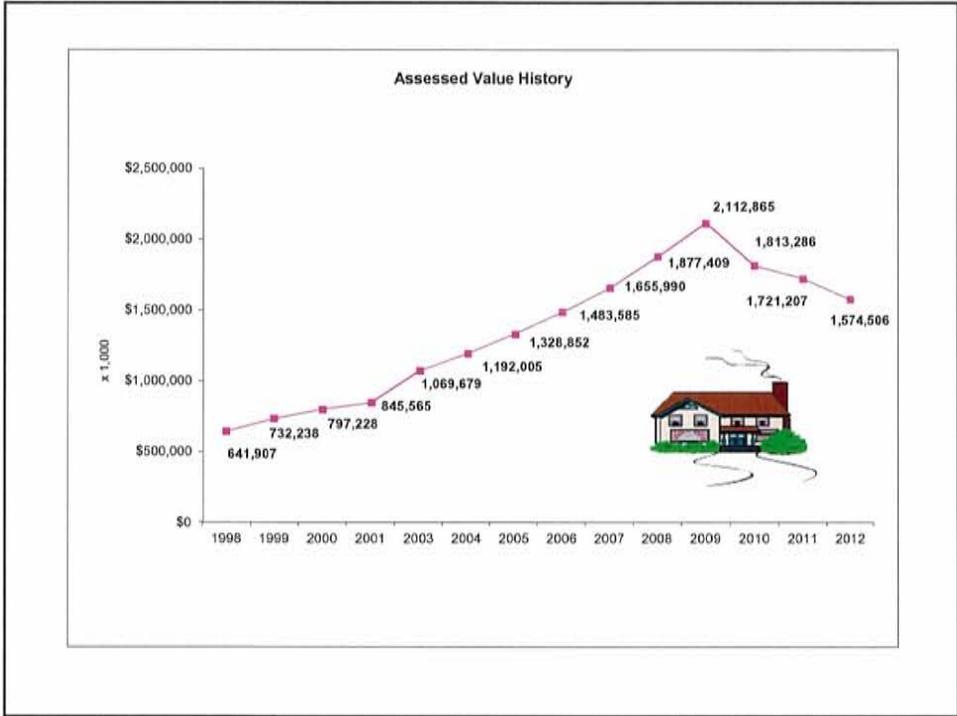


Revenue Forecast and the Budget Cycle



Property Tax

- Assessed valuation
- Calculations
- Banked capacity
- Worksheet

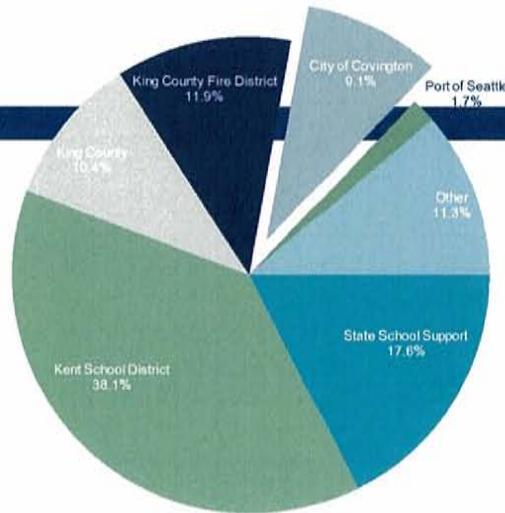


Assessed Valuation History

Per One Thousand of Assessed Valuation
Last Ten Fiscal Years

Fiscal Year	City of Covington	School District	King County	King County Fire District	Washington State	Port of Seattle	Other	Total
2001	\$ 1,49034	\$ 5,30479	\$ 1,55218	\$ 1,44370	\$ 3,14502	\$ 0,19029	\$ 0,00234	\$14,08603
2002	1,40772	4,95509	1,44949	1,37062	2,96945	0,18956	0,87224	13,14418
2003	1,32315	4,73067	1,34048	1,33808	2,86690	0,25806	0,87905	12,78278
2004	1,26360	4,71717	1,43146	1,20833	2,75978	0,25402	0,86570	12,60715
2005	1,24664	4,70909	1,38229	1,50000	2,68951	0,25321	0,85470	12,72450
2006	1,20452	4,50334	1,32809	1,42180	2,49787	0,23330	0,81300	12,06259
2007	1,10224	4,17599	1,24284	1,35107	2,32535	0,23158	1,26300	11,74107
2008	1,04814	4,30330	1,20770	1,50000	2,13233	0,22359	1,41990	11,62202
2009	0,98104	4,06962	1,09772	1,50000	1,96268	0,19700	1,30422	11,11218
2010	1,15290	4,86555	1,28450	1,50000	2,22253	0,21997	1,42070	12,61172
	9.14%	35.13%	10.19%	11.89%	17.62%	1.71%	11.31%	100.00%

2010 Property Tax Allocation by Taxing Districts



City of Covington
Property Tax Levies and Collections
Last Ten Fiscal Years

Year	Collected within the Fiscal Year of the Levy			Total Collections to Date		
	Levy	Amount	Percentage	Subsequent Years	Amount	Taxes
2001	\$1,260,218	\$ 1,228,425	97.48%	\$ 31,741	\$ 1,260,166	100.00%
2002	1,335,719	1,303,902	97.62%	31,787	1,335,689	100.00%
2003	1,415,345	1,369,906	96.79%	45,383	1,415,289	100.00%
2004	1,526,184	1,435,786	94.14%	89,342	1,526,128	100.00%
2005	1,656,369	1,625,344	98.13%	30,988	1,656,332	100.00%
2006	1,804,737	1,797,407	99.59%	7,221	1,804,628	99.99%
2007	1,912,859	1,873,816	97.96%	37,993	1,911,809	99.95%
2008	1,976,869	1,935,004	97.86%	36,820	1,971,824	99.74%
2009	2,070,064	2,014,728	97.33%	40,445	2,055,173	99.28%
2010	2,093,066	2,008,300	95.95%	-	2,008,300	95.95%

Sources:
King County Assessor

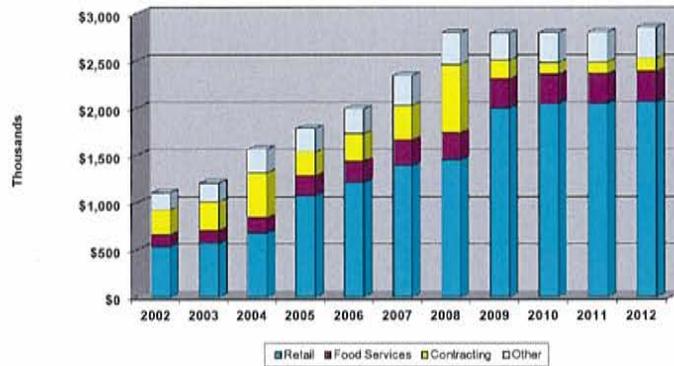


Sales Tax

- Review current collections
- Compare to prior years
- Assess the local economy
 - Auto sales
 - Retail
 - Construction
 - Food services
- Factor in conservative percent

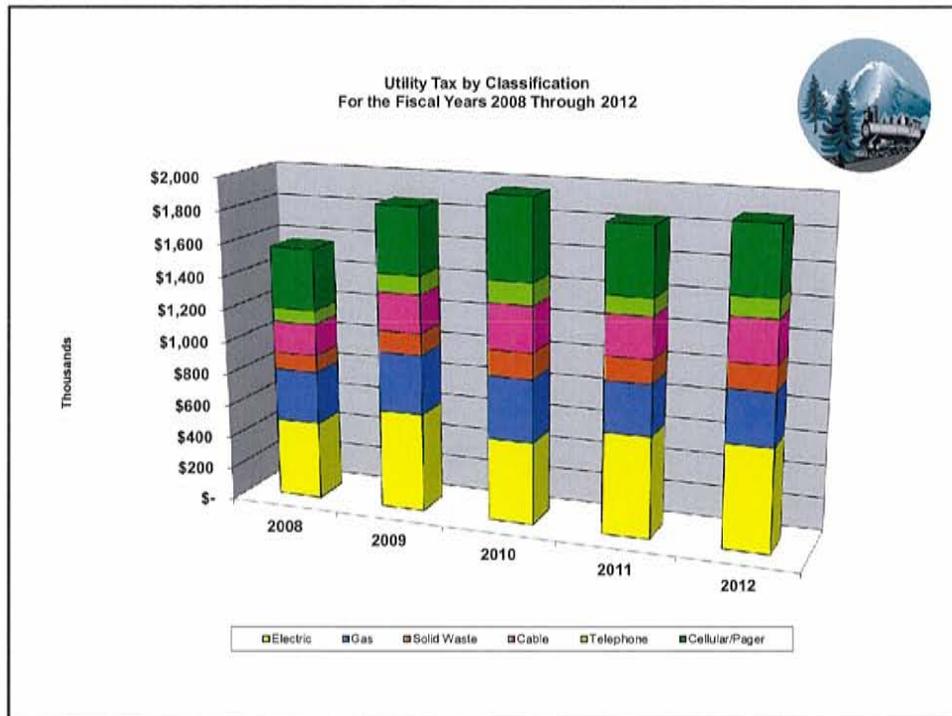


Sales Tax by Classifications
For the Fiscal Years 2002 Through 2012



Utility Tax

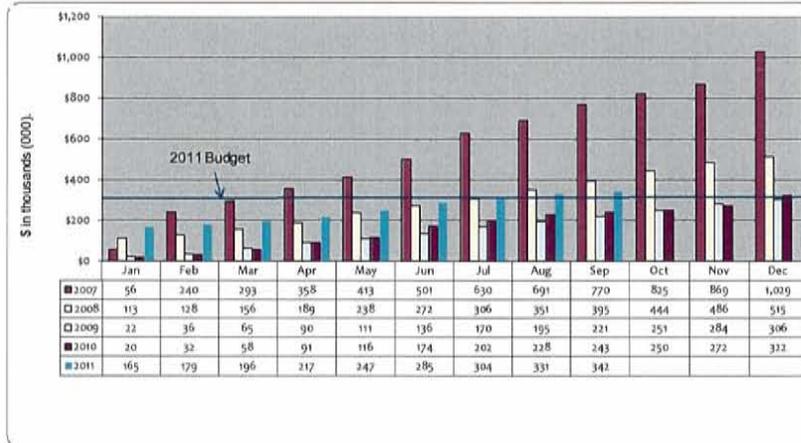
- Current collections
- Forecast
- Expected rate increases



Real Estate Excise Tax

- Existing home sales drive the revenue
- Sales for 2011
- REET drives the general fund

REET



Where We Are and Where We're Going

- FORECAST

City of Covington
 Estimated REET Cash Flow, Debt Service, and General Fund Transfers
 2011 - 2017

Estimated REET Funds Available Balance							
	2011	2012	2013	2014	2015	2016	2017
Current estimated balance (both REET 1 & 2)	140,184	-	-	1,055	1,851	1,085	1,000
Annual estimated revenue (both REET 1 & 2)	260,000	325,000	350,000	370,000	390,000	425,000	450,000
Subtotal Revenue	400,184	325,000	350,000	371,055	391,851	426,085	451,000
Less: PWTF Debt Service Payment:	(229,939)	(228,864)	(227,790)	(226,715)	(225,641)	(224,566)	(223,492)
Less: 2007 Bond Debt Service:	(1,025,554)	(1,024,976)	(1,027,938)	(1,024,217)	(1,023,779)	(1,026,409)	(1,024,634)
Subtotal Debt Service	(1,255,493)	(1,253,840)	(1,255,728)	(1,250,932)	(1,249,420)	(1,250,975)	(1,248,126)
Add: Transfer in from SWM/Street	251,000						
Add: Transfers in from General Fund	604,309	928,840	906,783	881,728	858,654	825,890	798,126
Available REET balance at year end	-	-	1,055	1,851	1,085	1,000	1,000

CITY OF COVINGTON
GENERAL FUND LONG RANGE FORECAST
 2011-2017 Analysis in 000s
 BASE BUDGET

ATTACHMENT 4

	2011	2012	2013	2014	2015	2016	2017
BEGINNING FUND BALANCE	\$ 2,352	\$ 2,806	\$ 2,438	\$ 2,036	\$ 1,591	\$ (288)	\$ (815)
REVENUES							
Sales Tax ¹	\$ 2,349	\$ 2,394	\$ 2,449	\$ 2,523	\$ 2,608	\$ 2,713	\$ 2,821
Property Tax	2,369	2,340	2,395	2,467	2,541	2,617	2,695
Utility Tax ²	1,837	1,877	1,924	1,982	2,042	2,103	2,166
Local Criminal Justice	350	354	365	379	394	410	427
Intergovernmental Revenue	337	309	319	328	338	348	359
Charges for Services	15	15	15	16	16	17	17
Fines & Forfeitures	133	132	139	146	153	160	168
Miscellaneous	43	28	29	30	31	32	33
Central Services Payment	392	388	408	428	450	472	496
Interfund Payment	278	236	248	260	273	287	301
BASE BUDGET REVENUES	8,102	8,074	8,290	8,558	8,846	9,159	9,483
EXPENDITURES							
Central Service Overhead	-	-	-	-	-	-	-
Salaries and Wages	1,336	1,346	1,400	1,456	1,514	1,575	1,638
Personnel Benefits	474	516	588	671	764	871	993
Supplies	71	54	54	56	58	59	61
Other Services and Charges	1,224	1,302	1,315	1,354	1,395	1,437	1,480
Intergovernmental	3,452	3,789	3,922	4,059	4,201	4,348	4,501
Capital Outlay	-	-	-	-	-	-	-
Debt Service	13	13	13	14	15	15	16
Debt Service: Interest	-	-	-	-	-	-	-
Interfund Payment for Services	19	18	19	20	21	22	23
Operating Transfers less debt svc transfer ³	457	454	472	491	511	531	552
BASE BUDGET EXPENDITURES	7,046	7,492	7,784	8,121	8,479	8,859	9,265
Operating Surplus/Deficit by Year	\$ 1,056	\$ 582	\$ 506	\$ 437	\$ 367	\$ 299	\$ 218
OTHER FINANCING USES							
Decision Cards	-	19	1	1	1	1	1
Budget Strategies	-	-	-	-	-	-	-
One-time Costco payout	-	-	-	-	1,386	-	-
Debt Svc Transfer	602	932	907	882	859	826	798
TOTAL OTHER FINANCING USES	602	950	908	883	2,246	827	799
TOTAL USES	\$ 7,648	\$ 8,442	\$ 8,692	\$ 9,004	\$ 10,725	\$ 9,686	\$ 10,064
Sources over Uses	\$ 454	\$ (360)	\$ (401)	\$ (445)	\$ (1,079)	\$ (528)	\$ (581)
TOTAL ENDING FUND BALANCE	2,806	2,438	2,036	1,591	(288)	(815)	(1,396)
Cumulative net amount available for debt service.	\$ 2,060	\$ 1,458	\$ 529	\$ (378)	\$ (1,260)	\$ (2,118)	\$ (2,944)
Amount transferred to the debt service fund.	\$ 602	\$ 929	\$ 907	\$ 882	\$ 859	\$ 826	\$ 798
Remainder of debt service reserve.	\$ 1,458	\$ 529	\$ (378)	\$ (1,260)	\$ (2,118)	\$ (2,944)	\$ (3,742)
COSTCO RESERVE	\$ 693	\$ 924	\$ 1,155	\$ 1,386	\$ -	\$ -	\$ -
UNRESERVED FUND BALANCE	\$ 655	\$ 985	\$ 1,259	\$ 1,465	\$ 1,830	\$ 2,129	\$ 2,346
TOTAL ENDING FUND BALANCE	\$ 2,806	\$ 2,438	\$ 2,036	\$ 1,591	\$ (288)	\$ (815)	\$ (1,396)
10% fund balance target	\$ 656	\$ 701	\$ 728	\$ 760	\$ 793	\$ 829	\$ 867
Fund balance policy	Meets 10%	Meets 10%	Meets 10%	Meets 10%	Under 10%	Under 10%	Under 10%
Margin above/below the 10% threshold	\$ 2,150	\$ 1,737	\$ 1,308	\$ 831	\$ (1,081)	\$ (1,645)	\$ (2,264)

Notes:

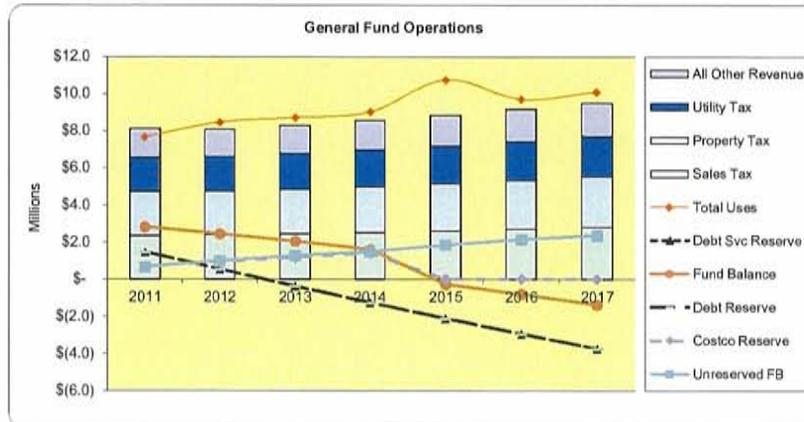
1) This worksheet makes no assumptions as to new programs and decision cards past 2012 other than ongoing costs.

Footnotes:

¹ Sales tax is allocated at 84% of forecasted revenues to the General Fund and 16% to the Parks Fund.

² This represents gross receipts for utility tax collections. Transfers are made to other funds.

³ Operating transfers go to Streets, Parks, SWM, and Long Term Debt.



CITY OF COVINGTON STREET FUND LONG RANGE FORECAST

2011-2017 Analysis in 000s
BASE BUDGET

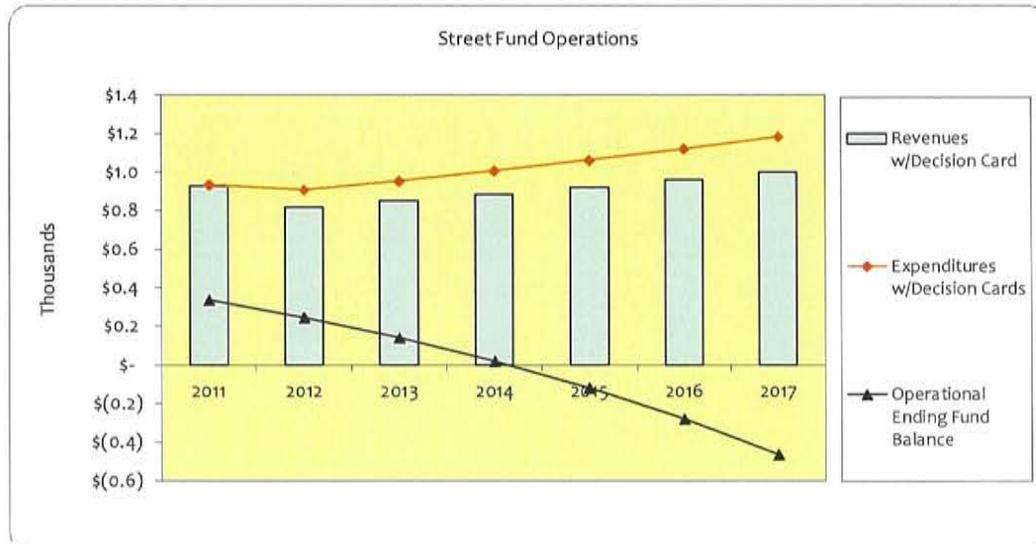
	2011	2012	2013	2014	2015	2016	2017
BEGINNING FUND BALANCE	592	336	245	141	21	(119)	(280)
REVENUES							
Licenses and Permits	197	199	204	209	214	220	225
Street Fuel Tax	360	372	390	410	430	452	474
Miscellaneous	0	0	0	0	0	0	0
BASE BUDGET SUBTOTAL	557	571	595	619	645	672	700
Transfers In	370	246	256	266	277	288	299
Revenue Decision Card	-	-	-	-	-	-	-
TOTAL REVENUES	928	817	850	885	922	959	999
EXPENDITURES							
Central Svcs Overhead	-	-	-	-	-	-	-
Salaries and Wages	250	269	280	291	303	315	328
Personnel Benefits	96	106	119	133	149	167	187
Supplies	39	58	59	61	62	64	66
Other Services and Charges	371	265	279	293	307	323	339
Intergovernmental	106	128	135	141	149	156	164
Capital Outlay	-	-	-	-	-	-	-
Debt Service: Principal	2	2	1	1	1	1	1
Interfund Payment for Services	70	77	81	85	89	93	98
BASE BUDGET SUBTOTAL	933	906	953	1,005	1,060	1,119	1,182
Decision Cards	-	2	1	1	1	1	1
Budget Strategies	-	-	-	-	-	-	-
TOTAL EXPENDITURES	933	908	954	1,006	1,061	1,120	1,184
Operating Surplus/Deficit by Year	(5)	(91)	(104)	(121)	(140)	(161)	(185)
ENDING FUND BALANCE	587	245	141	21	(119)	(280)	(465)
REET Payback ¹	251	-	-	-	-	-	-
TOTAL ENDING FUND BALANCE	336	245	141	21	(119)	(280)	(465)
10% fund balance target	\$ 86	\$ 83	\$ 87	\$ 92	\$ 97	\$ 102	\$ 108
Fund balance policy	Meets 10%	Meets 10%	Meets 10%	Under 10%	Under 10%	Under 10%	Under 10%
Margin above/below the 10% threshold	\$ 250	\$ 162	\$ 54	\$ (71)	\$ (216)	\$ (383)	\$ (573)

Notes:

1) This worksheet makes no assumptions as to new programs and decision cards past 2012 other than ongoing costs.

Footnotes:

¹ Funds borrowed from REET to maintain the Street Fund's positive cash flow are being repaid in 2011.



CITY OF COVINGTON DEVELOPMENT SERVICES FUND LONG RANGE FORECAST

2011-2017 Analysis in 000s
BASE BUDGET

	2011	2012	2013	2014	2015	2016	2017
BEGINNING FUND BALANCE	801	1,307					
REVENUES							
Licenses & Permits	\$ 688	\$ 639					
Intergovernmental Revenues	28	46					
Charges for Goods & Services	602	665					
Miscellaneous Revenues	1	-					
Operating Transfer In	-	-					
TOTAL REVENUES¹	1,319	1,350					
EXPENDITURES							
Central Svcs Overhead	-	-					
Salaries and Wages	459	400					
Personnel Benefits	138	138					
Supplies	1	5					
Other Services and Charges	35	63					
Intergovernmental	42	45					
Other Financing							
Interfund Payment for Services	138	126					
BASE EXPENDITURES	813	777					
Decision Cards	-	53					
TOTAL EXPENDITURES	813	830					
Operating Surplus/Deficit by Year	506	520	-	-	-	-	-
Operating Transfer	-	-	-	-	-	-	-
Ending Fund Balance	\$ 1,307	\$ 1,828	\$ -				
Fund balance target	\$ 198	\$ 203	\$ -	\$ -	\$ -	\$ -	\$ -
Fund balance policy	Meets 10%	Meets 10%	Meets 10%	Meets 10%	Meets 10%	Meets 10%	Meets 10%
Margin above/below the 10% threshold	\$ 1,109	\$ 1,625	\$ -	\$ -	\$ -	\$ -	\$ -

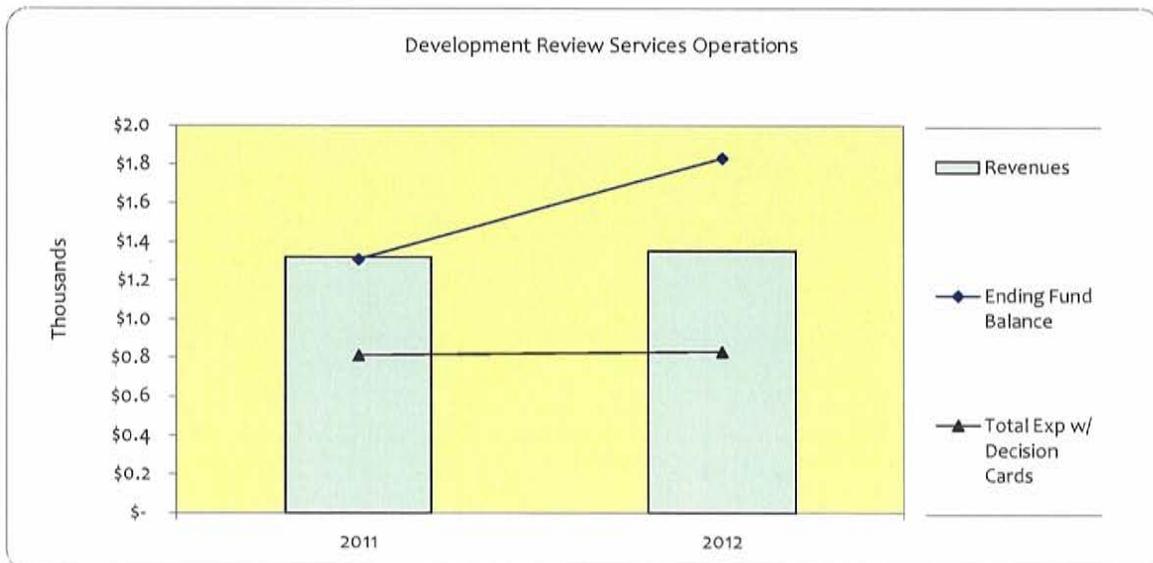
Due to the nature of Development Services being a working capital fund where projects cross years and the source of revenue is based solidly on economic cycles, accurate forecasting becomes speculative beyond 2012.

Notes:

1) This worksheet makes no assumptions as to new programs and decision cards past 2012 other than ongoing costs.

Footnotes:

¹ Reflects all revenues related to Development Review.



CITY OF COVINGTON PARKS & RECREATION SERVICES FUND LONG RANGE FORECAST

2011-2017 Analysis in 000s
BASE BUDGET

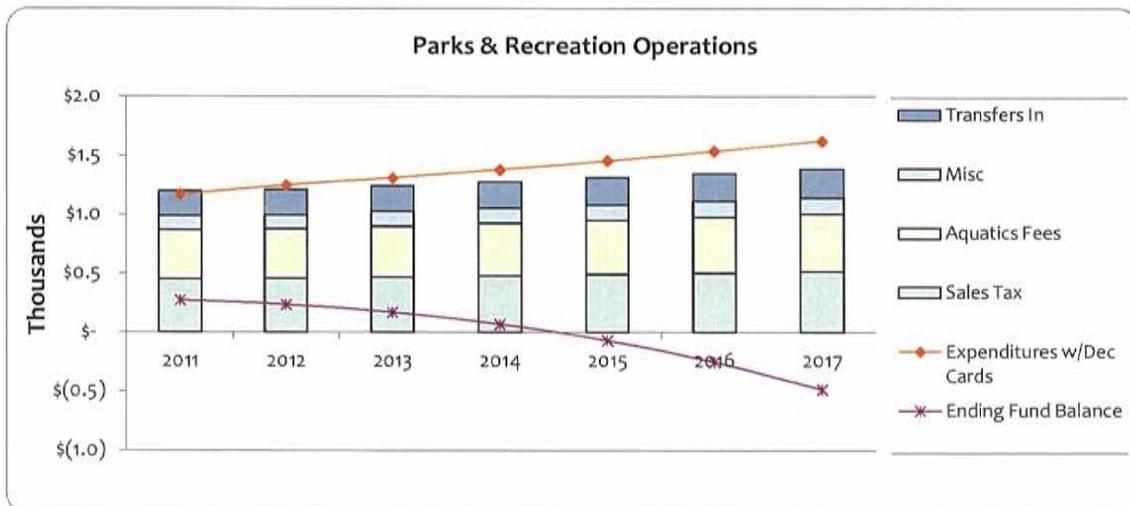
	2011	2012	2013	2014	2015	2016	2017
BEGINNING FUND BALANCE	233	270	233	167	68	(71)	(254)
REVENUES							
Sales Tax ¹	451	456	467	479	491	503	516
Charges for Goods and Services	417	419	432	445	458	472	486
Intergovernmental Revenues	2	-	-	-	-	-	-
Aquatics Fees	-	-	-	-	-	-	-
Athletics & Recreation	-	-	-	-	-	-	-
Miscellaneous	120	122	125	129	133	137	141
Other Financing Sources	3	-	-	-	-	-	-
BASE BUDGET SUBTOTAL	993	997	1,025	1,053	1,082	1,112	1,143
Transfers In	211	212	218	224	231	238	245
TOTAL REVENUES	1,204	1,209	1,243	1,277	1,313	1,350	1,388
EXPENDITURES							
Central Svcs Overhead	-	-	-	-	-	-	-
Salaries and Wages	570	599	623	648	674	701	729
Personnel Benefits	165	179	203	232	264	301	344
Supplies	111	115	116	120	123	127	131
Other Services and Charges	164	196	202	208	214	220	227
Intergovernmental	10	8	8	8	8	8	8
Capital Outlay	-	-	-	-	-	-	-
Operating Transfer	27	27	27	27	27	27	27
Interfund Payment for Services	120	122	128	134	141	148	155
BASE BUDGET SUBTOTAL	1,167	1,246	1,308	1,377	1,452	1,533	1,621
Decision Cards	-	-	0	0	0	0	0
Budget Strategies	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,167	1,246	1,308	1,377	1,452	1,533	1,621
Operating Surplus/Deficit by Year	37	(37)	(65)	(100)	(139)	(183)	(233)
ENDING FUND BALANCE	270	233	167	68	(71)	(254)	(488)
10% fund balance target	\$ 117	\$ 125	\$ 131	\$ 138	\$ 145	\$ 153	\$ 162
Fund balance policy	Meets 10%	Meets 10%	Meets 10%	Under 10%	Under 10%	Under 10%	Under 10%
Margin above/below the 10% threshold	\$ 153	\$ 108	\$ 37	\$ (70)	\$ (216)	\$ (408)	\$ (650)

Notes:

1) This worksheet makes no assumptions as to new programs and decision cards past 2012 other than ongoing costs.

Footnotes:

¹ Sales tax is allocated at 84% of forecasted revenues to the General Fund and 16% to the Parks Fund.



CITY OF COVINGTON SURFACE WATER MANAGEMENT FUND LONG RANGE FORECAST

2011-2017 Analysis in 000s
BASE BUDGET

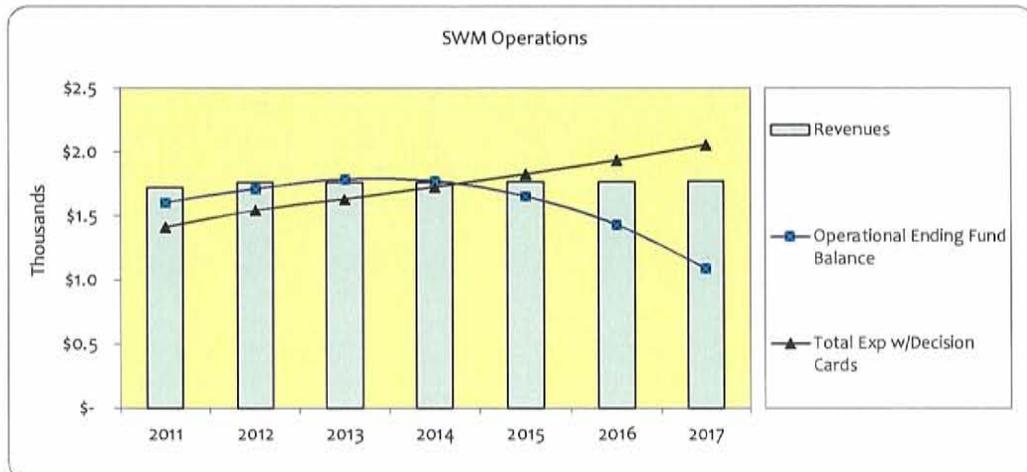
	2011	2012	2013	2014	2015	2016	2017
BEGINNING FUND BALANCE	\$ 1,297	\$ 1,605	\$ 1,712	\$ 1,787	\$ 1,771	\$ 1,655	\$ 1,432
REVENUES							
Customer Charges ¹	1,645	1,704	1,704	1,704	1,704	1,704	1,704
Intergovernmental Revenues	77	56	58	60	63	65	68
Grant Revenue	-	-	-	-	-	-	-
Misc	-	-	-	-	-	-	-
TOTAL REVENUES	<u>1,722</u>	<u>1,760</u>	<u>1,762</u>	<u>1,765</u>	<u>1,767</u>	<u>1,769</u>	<u>1,772</u>
Transfers In	-	-	-	-	-	-	-
TOTAL SOURCES	<u>1,722</u>	<u>1,760</u>	<u>1,762</u>	<u>1,765</u>	<u>1,767</u>	<u>1,769</u>	<u>1,772</u>
EXPENDITURES							
Central Svcs Overhead	-	-	-	-	-	-	-
Salaries and Wages	519	490	510	530	552	574	597
Personnel Benefits	186	194	221	252	287	327	373
Supplies	24	32	34	35	37	39	41
Other Services and Charges	151	311	327	343	360	378	397
Intergovernmental	80	87	92	96	101	106	111
Capital Outlay	-	-	-	-	-	-	-
Debt Service: Principal	-	-	4	4	4	4	4
Debt Service: Interest	35	35	31	31	31	31	31
Interfund Payment for Services	418	393	412	433	455	477	501
BASE BUDGET TOTAL	<u>1,414</u>	<u>1,542</u>	<u>1,630</u>	<u>1,725</u>	<u>1,826</u>	<u>1,936</u>	<u>2,055</u>
Decision Card	-	4	3	3	3	3	3
Budget Strategies	-	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>1,414</u>	<u>1,546</u>	<u>1,633</u>	<u>1,727</u>	<u>1,829</u>	<u>1,939</u>	<u>2,058</u>
Operating Surplus/Deficit by Year	308	214	129	37	(62)	(170)	(286)
TOTAL ENDING FUND BALANCE	1,605	1,819	1,841	1,825	1,709	1,485	1,145
Reserved Ending Fund Balance	-	-	-	-	-	-	-
Equipment Replacement Cost	-	-	-	-	-	-	-
Operating Transfers Out	-	107	54	54	54	54	54
OPERATIONAL ENDING FUND BALANCE	\$ 1,605	\$ 1,712	\$ 1,787	\$ 1,771	\$ 1,655	\$ 1,432	\$ 1,092
10% fund balance target	\$ 96	\$ 111	\$ 118	\$ 126	\$ 134	\$ 142	\$ 152
Margin above the 10% threshold	\$ 1,509	\$ 1,600	\$ 1,669	\$ 1,645	\$ 1,521	\$ 1,289	\$ 940

Notes:

1) This worksheet makes no assumptions as to new programs and decision cards past 2012 other than ongoing costs.

Footnotes:

¹ This reflects 3% increases after 2010.



**City of Covington
Estimated Property Tax
2012**

ATTACHMENT 5

2011 Levy Amount=	\$	2,263,583
x1%	\$	22,636
Increase in utility value	\$	-
Plus: New Construction	\$	17,204
Relevy for prior year refunds	\$	<u>34,761</u>
2012 Property Tax Levy	\$	<u>2,338,184</u>
Assessed Valuation	\$	1,574,506,270
2012 Estimated Levy Rate=	\$	1.48503

EXAMPLE		
Home value		Tax Amount
\$ 325,000	=	\$ 483

Formula:
Home Value/1,000 X Levy Rate

SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY REGARDING THE COVINGTON CITY COUNCIL'S PROPOSED ORDINANCE ADOPTING THE KENT SCHOOL DISTRICT 6-YEAR CIP AND PROPOSED 2012 IMPACT FEE SCHEDULE PURSUANT TO CMC 18.120.020, RCW 26.70A, AND RCW 82.02.

DISCUSS PROPOSED ORDINANCE ADOPTING THE KENT SCHOOL DISTRICT 6-YEAR CIP AND PROPOSED 2012 IMPACT FEE SCHEDULE PURSUANT TO CMC 18.120.020, RCW 26.70A, AND RCW 82.02.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Proposed Ordinance Adopting Kent School District Impact Fee Schedule for 2012 Pursuant to CMC 18.120.020, including the following Exhibits:
 - Exhibit A: Executive Summary of Kent School District Capital Facilities Plan, Six-Year Enrollment Projections, Impact Fee Calculations, and Table of New School Impact Fees Beginning in 2012
 - Exhibit B: 2012 Kent School District Impact Fee Schedule

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

RCW 82.02 authorizes cities to collect impact fees to provide public school facilities to serve new development, provided a School District has an adopted Capital Facilities Plan as part of a local government Comprehensive Plan. CMC 18.120 grants authority to the City to assess and collect school impact fees based upon a School District Capital Facilities Plan. The Kent School District, serving the citizens of Covington, has such a Capital Facilities Plan, incorporated by reference as a sub-element of the City of Covington's Comprehensive Plan.

The District's Capital Facilities Plan was updated during 2011 for the upcoming six years-2012 to 2017. Based upon the enrollment forecasts, current inventory and capacity, current standard of service, relocatable capacity, and costs for facilities and improvements, the Kent School District anticipates having sufficient capacity to house students over the next six years. To meet these projected enrollments and facility needs, the school impact fees are proposed to actually remain the same in 2012 as they were in 2011. Those fees are \$5,486 for SF dwellings and \$3,378 for MF dwellings. (See page 31 of the Kent School Capital Facilities Plan Excerpts in Exhibit A to Attachment 1, table of proposed school impact fees and generation factors for new SF and MF residential development in the City beginning in 2012, showing "no change to fee").

In order for new impact fees to be collected in the incorporated city limits of Covington, the City Council must adopt the most recent update of the Kent School District Capital Facilities Plan and a new school impact fee ordinance. Attachment #1 is the proposed Ordinance with two exhibits including Exhibit A: the Executive Summary of the Kent School District Capital Facilities Plan and other appropriate and relevant sections; and Exhibit B: the Kent School District Impact Fee Schedule. The City will continue to collect an administrative fee from developers for managing the school impact fee process. The City's administrative fee is set out in the annual City Fee Resolution for 2012 to be considered and adopted before the end of this year.

ALTERNATIVES: None

FISCAL IMPACT: No impact, due to the lack of increase in the school impact fee or the city administrative fees for 2012.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an Ordinance Adopting the Kent School District Impact Fee Schedule for 2012 Pursuant to CMC 18.120.020, RCW 26.70A, and RCW 82.02.

REVIEWED BY: City Manager
City Attorney
City Finance Director

ORDINANCE NO. 12-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE KENT SCHOOL DISTRICT 2012-2017 CAPITAL FACILITIES PLAN AND THE SCHOOL IMPACT FEE SCHEDULE FOR 2012 PURSUANT TO CMC 18.120.020, RCW 36.70A, and RCW 82.02.

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, Chapter 36.70A RCW and Chapter 82.02 RCW (the “Act”), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development; and

WHEREAS, the Act requires that impact fees may only be collected for public facilities that are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, the Kent School District (“District”) has prepared a capital facilities plan in compliance with the Act that has previously been adopted by the City of Covington (“City”) as a sub-element of the City’s Comprehensive Plan; and

WHEREAS, the City has adopted fee schedules in the past for the assessment and collection of school impact fees upon certain new residential developments on behalf of the District; and

WHEREAS, Section 18.120.020 of the Covington Municipal code (“CMC”) authorizes the City to adopt an impact fee schedule based upon the school impact fee calculation formula and other certain information as required by Section 18.120 CMC; and

WHEREAS, the District has recently adopted a new 2012-2017 Capital Facilities Plan (the “Plan”) and submitted their new Plan to the City; and

WHEREAS, the Plan contains the elements required by Section 18.120 CMC;

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

Section 1. The City hereby adopts the new 2012-2017 Kent School District Capital Facilities Plan to replace the previously adopted capital facilities plan. A copy of the executive summary of the Plan along with other relevant sections of the Plan is attached hereto as “Exhibit A.” A complete copy of the Kent School District Capital Facilities Plan is available from the City of Covington or the Kent School District.

Section 2. The fee schedule setting forth the calculation and amounts of 2012 school impact fees to be collected pursuant to Section 18.120 CMC shall be and hereby is adopted in the form as attached hereto as “Exhibit B”.

Section 3. 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 4. 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 force and effect.

PASSED by the City Council on the 25th day of October, 2011.

Mayor Margaret Harto

PUBLISHED: 10-28-11

EFFECTIVE: 11-02-11

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

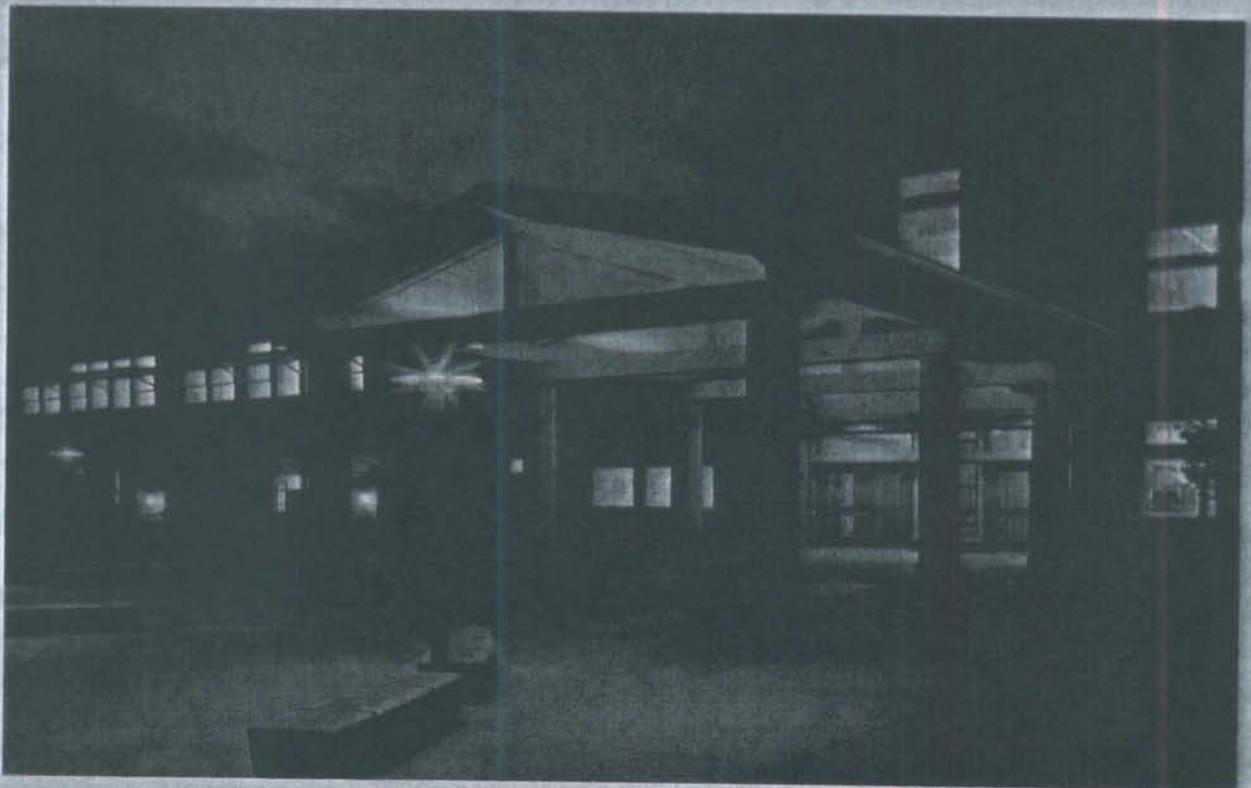
Sara Springer
City Attorney

Kent School District



2011 - 2012 - 2016 - 2017

Capital Facilities Plan



New Panther Lake Elementary School opened in Fall 2009

*Kent School District No. 415 provides educational service to
Residents of Unincorporated King County
and Residents of the Cities of
Kent, Covington, Auburn, Renton
Black Diamond, Maple Valley, and SeaTac, Washington*

I Executive Summary

This Six-Year Capital Facilities Plan (the "Plan") has been prepared by the Kent School District (the "District") as the organization's facilities planning document, in compliance with the requirements of Washington's Growth Management Act, King County Code K.C.C. 21A.43 and Cities of Kent, Covington, Auburn, Renton, Black Diamond, Maple Valley, and SeaTac. This annual Plan update was prepared using data available in the spring of 2011 for the 2010-2011 school year.

This Plan is consistent with prior long-term capital facilities plans adopted by the Kent School District. This Plan is not intended to be the sole planning document for all of the District's needs. The District may prepare interim and periodic Long Range Capital Facilities Plans consistent with Board Policies, taking into account a longer or shorter time period, other factors and trends in the use of facilities, and other needs of the District as may be required.

Prior Capital Facilities Plans of the Kent School District have been adopted by Metropolitan King County Council and Cities of Kent, Covington, Auburn and Renton and included in the Capital Facilities Plan element of the Comprehensive Plans of each jurisdiction. The first ordinance implementing impact fees for the unincorporated areas of Kent School District was effective September 15, 1993.

In order for impact fees to be collected in the unincorporated areas of Kent School District, the Metropolitan King County Council must adopt this Plan and a fee-implementing ordinance for the District. For impact fees to be collected in the incorporated portions of the District, the cities of Kent, Covington, Auburn and Renton must also adopt this Plan and their own school impact fee ordinances. This Plan has also been submitted to cities of Black Diamond, Maple Valley, and SeaTac.

This Capital Facilities Plan establishes a standard of service in order to ascertain current and future capacity. While the State Superintendent of Public Instruction establishes square footage guidelines for capacity, those guidelines do not account for local program needs in the District. The Growth Management Act, King County and City codes and ordinances authorize the District to make adjustments to the standard of service based on specific needs for students of the District.

This Plan includes the standard of service as established by Kent School District. Program capacity is based on an average capacity and updated to reflect changes to special programs served in each building. Relocatables in the capacity calculation use the same standard of service as the permanent facilities.

(continued)

I Executive Summary

(continued)

The capacity of each school in the District is calculated based on the District standard of service and the existing inventory of permanent facilities. The District's program capacity of permanent facilities reflects program changes and the reduction of class size to meet the standard of service for Kent School District. Relocatables provide additional transitional capacity until permanent facilities are completed.

Kent School District is the fourth largest district in the state. Enrollment is electronically reported monthly to the Office of the Superintendent of Public Instruction (OSPI) on Form P-223. Although funding apportionment is based on Annual Average Full Time Equivalent (AAFTE), Enrollment on October 1 is a widely recognized "snapshot in time" that is used to report the District's enrollment for the year as reported to OSPI – the Office of the Superintendent of Public Instruction.

P-223 FTE reports Kindergarten at .5 for all elementary schools except those five schools with Full Day Kindergarten funded by State Apportionment. P-223 Reports include all students in Grades K – 12 and excludes Early Childhood Education [ECE] students and college-only Running Start students.

The Board of Directors has approved Full Day Kindergarten for all Elementary Schools for 2011-12 and those projections are continued in future years.

The District's standard of service, enrollment history and projections, and use of transitional facilities are reviewed in detail in various sections of this Plan. The District plans to continue to satisfy concurrency requirements through the transitional use of relocatables.

A financing plan is included in Section V I I I which demonstrates the District's ability to implement this Plan. Pursuant to the requirements of the Growth Management Act, this Plan will be updated annually with changes in the fee schedules adjusted accordingly.

II Six - Year Enrollment Projection

For capital facilities planning, growth projections are based on cohort survival and student yield from documented residential construction projected over the next six years. (See Table 2) The student generation factor, as defined on the next page, is the basis for the growth projections from new developments.

King County live births and the District's relational percentage average were used to determine the number of kindergartners entering the system. (See Table 1) 8.134% of 24,244 King County live births in 2006 is projected for 1,972 students expected in Kindergarten for October 1, 2011. This is a significant increase of 1,564 live births in King County over the previous year. Together with proportional growth from new construction, 8.134% of King County births is equivalent to the number of students projected to enter kindergarten in the district for the next six-year period. (See Table 2)

Full Day Kindergarten ("FDK") programs at all 28 elementary schools require an adjustment to the Kindergarten forecast for projecting FDK at 1.0 FTE for capital facilities planning. P-223 Reports will continue to include FDK students at 1.0 for five schools with FDK funded by state apportionment, and all other kindergarten students will continue to be reported at .50 FTE. (See Table 2 A)

Early Childhood Education students (also identified as "ECE", "Preschool Special Education [SE] or handicapped students") are forecast and reported separately. Capacity is reserved to serve the ECE programs at seven elementary schools.

The first grade population is traditionally 7 - 8% larger than the kindergarten population due to growth and transfers to the District from private kindergartens. Cohort survival method uses historical enrollment data to forecast the number of students projected for the following year.

Near term projections assume some growth from new developments to be offset by current local economic conditions. With notable exceptions, the expectation is that enrollment increases will occur District-wide in the long term. District projections are based on historical growth patterns combined with continuing development of projects in the pipeline dependent on market/growth conditions.

The District will continue to track new development activity to determine impact to schools and monitor conditions to reflect adjustments in this assumption. The six-year enrollment projection anticipates moderate enrollment growth from new development currently in some phase of planning or construction in the district.

Information on new residential developments and the completion of these proposed developments in all jurisdictions may be considered in the District's future analysis of growth projections.

(Continued)

II Six - Year Enrollment Projection

(Continued)

Within practical limits, the District has kept abreast of proposed developments. The Kent School District serves seven permitting jurisdictions: unincorporated King County, the cities of Kent, Covington, Auburn and Renton and smaller portions of the cities of SeaTac, Black Diamond, and Maple Valley. The west Lake Sawyer area of Kent School District is in the city of Black Diamond.

STUDENT GENERATION FACTOR

"Student Factor" is defined by King County code as "the number derived by a school district to describe how many students of each grade span are expected to be generated by a dwelling unit" based on district records of average actual student generated rates for developments completed within the last five years. Following these guidelines, the student generation rate for Kent School District is as follows:

Single Family	Elementary	.486	
	Middle School	.130	
	Senior High	<u>.250</u>	
	Total		.866
Multi-Family	Elementary	.331	
	Middle School	.067	
	Senior High	<u>.124</u>	
	Total		.522

The student generation factor is based on a survey of 2,023 single family dwelling units and 1,527 multi-family dwelling units with no adjustment for occupancy rates. Please refer to Appendix E on Page 36 of the Capital Facilities Plan for details of the Student Generation Factor survey.

The actual number of students in those residential developments was determined using the District's Education Logistics (EDULOG) Transportation System which provides an accurate count of enrolled students in identifiable new development areas.

I V Inventory and Capacity of Existing Schools

Currently, the District has permanent program capacity to house 27,741 students and transitional (relocatable) capacity to house 1,389. This capacity is based on the District's Standard of Service as set forth in Section III. Included in this Plan is an inventory of the District's schools by type, address and current capacity. (See Table 3 on Page 13)

The ratio between permanent capacity and transitional capacity is 97% - 3%.

The program capacity is periodically updated for changes in programs, additional classrooms and new schools. Program capacity has been updated in this Plan to reflect program changes and new capacity for the new Panther Lake Elementary School and building additions at the high schools.

Kent Mountain View Academy (formerly Kent Learning Center and Grandview Elementary) serves Grades 3 – 12 with transition, choice and home school assistance programs. It is located in the former Grandview School in the western part of the District in the city of SeaTac. This school was originally designed as an elementary school and is included in the elementary capacity for this Plan.

Kent Phoenix Academy is a non-traditional high school which opened in Fall 2007 in the renovated site and building that formerly served Sequoia Middle School. Kent Phoenix Academy has four special programs including the Performance Learning Center, Gateway, Virtual High School and Kent Success. Kent Success replaced the former Night Academy at Kent-Meridian High School and provides afternoon and evening classes for credit retrieval.

Calculation of Elementary, Middle School and Senior High School capacities are set forth in Appendices A, B and C. A map of existing schools is included on Page 14.

V Six-Year Planning and Construction Plan

At the time of preparation of this Plan in spring of 2011, the following projects are completed or in the planning phase in Kent School District:

- Three new classrooms were added when the Auxiliary Gym project was recently completed for Kent-Meridian High School. Construction is in progress for the Main Gym project that will also provide additional classroom capacity at Kent-Meridian in 2011-12.
- In February 2006, voters approved construction funding for replacement of Panther Lake Elementary School. A new site was acquired nearby and the "New" Panther Lake Elementary opened in Fall 2009 with a 28% increase in capacity. The district has received authorization from OSPI for "Old" Panther Lake Elementary School to be held in reserve for utilization in the event of flooding in the Kent Valley.
- Planning is on hold for a replacement school for Covington Elementary School. The project is pending satisfactory financial resources to fund the project.
- In February 2006, voters also approved construction funding for a future Elementary School identified as Elementary #31 (*actual #29*) to accommodate new growth.
- Enrollment projections reflect future need for additional capacity at the elementary school level. Future facility and site needs are reflected in this Plan.
- Some funding for purchase of additional portables may be provided by impact fees as needed. Sites are based on need for additional capacity.

As a critical component of capital facilities planning, county and city planners and decision-makers are encouraged to consider safe walking conditions for all students when reviewing applications and design plans for new roads and developments. This should include sidewalks for pedestrian safety as well as bus pull-outs and turn-arounds for school buses.

Included in this Plan is an inventory of potential projects and sites identified by the District which are potentially acceptable site alternatives in the future. (*See Table 4 on Page 16 & Site map on Page 17*)

Voter approved bond issues have included funding for the purchase of sites for some of these and future schools, and the sites acquired to date are included in this Plan. Some funding is secured for purchase of additional sites but some may be funded with impact fees as needed. Not all undeveloped properties meet current school construction requirements and some property may be traded or sold to meet future facility needs.

2006 voter approval of \$106M bond issue for capital improvement included the construction funding for new Elementary School #31 (*actual #29*), replacement of Panther Lake Elementary, and classroom additions to high schools. Some impact fees have been or will be applied to those projects. The Board will continue annual review of standard of service and those decisions will be reflected in the each update of the Capital Facilities Plan.

VII Projected Six-Year Classroom Capacity

As stated in Section IV, the program capacity study is periodically updated for changes in special programs and reflects class size fluctuations, grade level splits, etc. As shown in the Inventory and Capacity chart in Table 3 on Page 13, the program capacity is also reflected in the capacity and enrollment comparison charts. *(See Tables 5 & 5 A-B-C on pages 20 - 23)*

Enrollment is electronically reported to OSPI on Form P-223 on a monthly basis and funding apportionment is based on Annual Average FTE (AAFTE). The first school day of October is widely recognized as the enrollment "snapshot in time" to report enrollment for the year.

Full Time Equivalent (FTE) student enrollment for October 2010 was 25,621.48. Kindergarten students are reported at .5 although many schools provide full day kindergarten ("FDK") with alternative funding for the second half of the day. State Apportionment-funded Full Day Kindergarten programs will report and project some Kindergarten students at 1.00 FTE at qualifying FDK schools. The P-223 FTE Report excludes Early Childhood Education ("ECE" preschool) students and College-only Running Start students. *(See Tables 5 & 5 A-B-C on pages 20 - 23)*

In October there were 681 students in 11th and 12th grade participating in the Running Start program at 10-20 different colleges and receiving credits toward both high school and college graduation. 329 of these students attended classes only at the college ("college-only") and are excluded from FTE and headcount for capacity and enrollment comparisons. Kent School District has the highest Running Start program enrollment in the state.

Kent School District continues to be the fourth largest district in the state of Washington. P-223 Headcount for October 2010 was 26,630 with kindergarten students counted at 1.0 and excluding ECE and college-only Running Start students. A full headcount of all students enrolled in October 2010 totals 27,349 which includes ECE and college-only Running Start students.

Based on the enrollment forecasts, permanent facility inventory and capacity, current standard of service, relocatable capacity, and future planned additional classroom space, the District anticipates having sufficient capacity to house students over the next six years. *(See Table 5 and Tables 5 A-B-C on Pages 20 - 23)*

This does not mean that some schools will not experience overcrowding. There may be a need for additional relocatables and/or new schools to accommodate growth within the District. New schools may be designed to accommodate placement of future relocatables. Boundary changes, limited and costly movement of relocatables, zoning changes, market conditions, and educational restructuring will all play a major role in addressing overcrowding and underutilization of facilities in different parts of the District.

IX Summary of Changes to April 2010 Capital Facilities Plan

The Capital Facilities Plan (the "Plan") is updated annually based on previous Plans in effect since 1993. The primary changes from the April 2010 Plan are summarized here.

New Panther Lake Elementary School replaced "Old" Panther Lake Elementary and opened in Fall 2009. "Old" Panther Lake Elementary is being held in reserve for utilization in the event of flood emergency in the Kent Valley.

Future projects include potential replacement and expansion of Covington Elementary School, future new Elementary School #31 (actual #29), and one project that increases capacity at Kent-Meridian High School to accommodate new growth.

Changes to capacity continue to reflect fluctuations in class size as well as program changes. Changes in relocatables or transitional capacity reflect use, purchase, sale, surplus and/or movement between facilities.

The student enrollment forecast is updated annually. Six-year Kindergarten projections were modified to meet the requirements for Full Day Kindergarten programs at all Elementary schools in 2011-12.

The district expects to receive some State Funding Assistance (formerly called "state matching funds") for projects in this Plan and tax credit factors are updated annually. Biennial update of student generation rates was completed last year. Unfunded site and facility needs will be reviewed in the future.

Based on current economic conditions, the District Adjustment results in no change to the current impact fees.

Changes to Impact Fee Calculation Factors include:

ITEM	Grade/Type	FROM	TO	Comments
Student Generation Factor	Elem	0.445	0.486	Biennial Update in 2010
Single Family (SF)	MS	0.118	0.130	
	SH	0.245	0.250	
	Total	0.808	0.866	+ .58
Student Generation Factor	Elem	0.296	0.331	Biennial Update in 2010
Multi-Family (MF)	MS	0.075	0.067	
	SH	0.111	0.124	
	Total	0.482	0.522	+ .40
State Funding Assistance Ratios ("State Match")		56.06%	56.65%	Per OSPI Website
Area Cost Allowance (former Boeckh Index)		\$174.26	\$180.17	Per OSPI Website
Average Assessed Valuation (AV)	SF	\$277,129	\$268,279	Per Puget Sound ESD
AV - Average of Condominiums & Apts.	MF	\$109,125	\$99,888	Per Puget Sound ESD
Debt Service Capital Levy Rate / \$1000		\$1.72	\$1.84	Per King Co. Assessor Report
General Obligation Bond Interest Rate		4.33%	4.91%	Market Rate
★ <u>Impact Fee - Single Family</u>	SF	<u>\$5,486</u>	<u>\$5,486</u>	<u>No Change to fee</u> ★
★ <u>Impact Fee - Multi-Family</u>	MF	<u>\$3,378</u>	<u>\$3,378</u>	<u>No Change to fee</u> ★

**EXHIBIT B
TO
ORDINANCE NO. 12-11**

2012 KENT SCHOOL DISTRICT IMPACT FEE SCHEDULE

Single-family, per dwelling unit	\$5,486.00
Multi-family, per dwelling unit	\$3,378.00

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A GRANT CONTRACT.

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENT(S):

1. Proposed Department of Commerce Grant Contract.

PREPARED BY: Scott Thomas, Parks and Recreation Director

EXPLANATION:

During the 2008 legislative session Representative Pat Sullivan provided a \$700,000 legislative appropriation to the city for the purposes of building a soccer field at Covington Community Park. Securing this appropriation kick started the planning and design for the park in early 2008. Through hard work and good fortune the appropriation was extended during the 2009-2011 and 2011-2013 bienniums. Approving this motion authorizes the City Manager to sign the grant contract, providing \$700,000 for construction of the park, and also creating significant obligations.

In signing this agreement the city is committing to not only build, but also to maintain the park. The contract states that the project is to construct a soccer field, parking and infrastructure to provide athletic opportunities for area youth for a period of ten years, which is approximately the operating life of a grass soccer field.

The timeline for the project is to complete design and bid specifications by the end of this year, bid the project in the winter of 2012, with construction completed by fall 2012. The park outside the construction zone will remain open during construction. When construction is completed the entire park will reopen, except the soccer field will remain closed until summer 2013 to allow the grass roots time to get established.

Construction of new facilities, such as the soccer field, trails and parking lot, create a significant new ongoing need for maintenance in perpetuity. As described in the October 11th Council meeting, the ongoing cost for maintenance is projected to be \$185,000 per year. This amount of work can't be absorbed by existing maintenance staff, and due to declining city revenues we do not currently have sufficient revenue in the Parks Fund to absorb this new expense. The declining city revenues have also created a gap in the parks CIP. We are still working to identify funds for capital and maintenance. Before the project can proceed, it will be necessary to close the gap in capital and to identify a new ongoing source of revenue to the Parks Fund to cover the cost of maintenance. The capital budget, the maintenance cost estimate, and possible sources of additional funding will continue to be discussed in detail during the budget process.

ALTERNATIVES:

1. Authorize the City Manager to execute the contract at this time. If capital and maintenance funding are not approved as part of the budget we will need to terminate this contract. Terminating the contract will have a negative effect on future grant applications.
2. Authorize the City Manager to execute the contract after the budget process. Delaying execution of this contract until late November or December is low performance from the granting agency's point of view and leaves the funding vulnerable to be re-appropriated.
3. Do not authorize the City Manager to execute the contract. The Commerce grant is a necessary component of construction funding for Covington Community Park. If the contract is not approved, the city cannot proceed with construction.

FISCAL IMPACT:

Revenue from the grant is \$700,000. The total project cost listed in the grant contract is \$2,324,500. Additional city funds, along with grant funds such as WWRP, King County YSFG, and the King Conservation District (KCD), will also be utilized on this project.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to sign the grant contract in substantially the same form as the attachment for construction of the soccer field at Covington Community Park.

REVIEWED BY: Parks and Recreation Director, Public Works Director, Finance Director, City Attorney, City Manager



Department of Commerce

Innovation is in our nature.

Grant to

City of Covington

through

Local and Community Projects 2008 Program

For

Funds will be used to design and construct a soccer field, parking and infrastructure.

Start date: Upon Final Signature

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FACE SHEET

Grant Number: 08-96114-150

**Washington State Department of Commerce
Community Services & Housing Division
Community Capital Facilities Unit**

1. Grantee City of Covington 16720 SE 271st St. Covington, Washington 98042		2. Grantee Doing Business As (optional)					
3. Grantee Representative Scott Thomas City Planner 2536381110 (253) 638-1122 sthomas@ci.covington.wa.us		4. COMMERCE Representative Daniel Aarthun Program Manager 360-725-3007 360-586-5880 Dan.Aarthun@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 					
5. Grant Amount \$691,250.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Upon Final Signature	8. End Date 6/30/20113				
9. Federal Funds (as applicable) N/A		<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"><u>Federal Agency</u></td> <td style="width:50%; border: none;"><u>CFDA Number</u></td> </tr> <tr> <td style="border: none;">N/A</td> <td style="border: none;">N/A</td> </tr> </table>		<u>Federal Agency</u>	<u>CFDA Number</u>	N/A	N/A
<u>Federal Agency</u>	<u>CFDA Number</u>						
N/A	N/A						
10. Tax ID # 91-1829887	11. SWV # 0003097-00	12. UBI #	13. DUNS # N/A				
14. Grant Purpose The outcome of this performance-based contract is to construct a soccer field and parking lot as referenced in Attachment A – Scope of Work.							
COMMERCE, defined as the Department of Commerce or its successor agency, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.							
FOR GRANTEE <hr/> Derek Matheson, City Manager <hr/> Date		FOR COMMERCE <hr/> Dan McConnon, Deputy Director <hr/> Date APPROVED AS TO FORM ONLY <hr/> <hr/> Date					

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Covington (a non-profit organization hereinafter referred to as the Grantee), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2008, Special Session, Chapter 328, Section 1019, Laws of 2009, Chapter 497, Section 1036, and Laws of 2011, Special Session, Chapter 49, Section 1015, made an appropriation to support the Local and Community Projects 2008 Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the Grantee is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$691,250.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the Grantee certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS
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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

B. The Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of \$250,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only or projects that consist of renovations to facilities leased by the Grantee are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the Grantee for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the Grantee under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the Grantee, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The Grantee shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

**SPECIAL TERMS AND CONDITIONS
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- a. Grantee purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. Grantee purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT INPUTS

The Grantee may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT INPUT

COMMERCE shall reimburse the Grantee for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The Grantee shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The Grantee shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee and the Grantee's fiscal agent as beneficiary.
- C.** The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

11. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract. This provision does not extend to claims that COMMERCE may bring against the Grantee in recapturing funds expended in violation of this contract.

13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY PERFORMANCE MEASURE AND DISINCENTIVE

- A. The Grantee understands and agrees that any and all real property or facilities owned by the Grantee that are acquired, constructed, or otherwise improved by the Grantee using state funds under this contract shall be held and used by the Grantee for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the Grantee from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE AND DISINCENTIVE

- A. The Grantee understands and agrees that any facility leased by the Grantee that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the Grantee for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

15. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications not to exceed fifteen percent (15%) of each line item in the Project Budget (Attachment B), hereof.
- B. The Grantee shall notify COMMERCE in writing when making any budget modification or modifications that would exceed fifteen percent (15%) of any budget line item. Any such request shall require the written approval of COMMERCE, and any such modifications shall be made in writing and signed by both parties, and attached to the Project Budget (Attachment B), hereof.
- C. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

16. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

17. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

18. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2013, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

19. RECAPTURE DISINCENTIVE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 27 of the General Terms and Conditions.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION DISINCENTIVE

In the event the Grantee commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce or its successor agency.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This Grant shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantee's required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

Grantees expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- COMMERCE Grant number
- Grant award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by COMMERCE.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
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C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Grantor. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

14. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

15. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
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20. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

21. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

24. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

26. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE DISINCENTIVE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

28. RECORDS MAINTENANCE OUTPUT

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

33. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

34. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

36. TERMINATION FOR CAUSE / SUSPENSION DISINCENTIVE

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Grant, COMMERCE may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Grant or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C. Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Grant deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Grant, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant shall be used for construction of a grass soccer field with associated parking facilities and infrastructure located at 180th Avenue SE and 240th SE in Covington.

The soccer field will provide athletic opportunities for area youth.

Design is expected to be completed by December 2011. Construction is anticipated to be completed November 2012 and the field would be open to the public June 2013.

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$507,000.00
Construction	\$1,817,500.00
Total Contracted Amount:	\$2,324,500.00

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

 GRANTEE

 TITLE

 DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
WWRP Grant	\$500,000.00	
King County Parks Levy	\$155,203.00	
King Conservation District	\$100,569.00	
King County Youth Sports Facility Grant	\$75,000.00	
Covington Parks	\$802,478.00	
Total Non-State Funds	\$1,633,250.00	\$1,633,250.00
State Funds		
State Capital Budget	\$691,250.00	\$691,250.00
Total Non-State and State Sources		\$2,324,500.00

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of April 1, 2008, , including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the Grantee for the purpose of construction, applicable State Prevailing Wages must be paid.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The Grantee shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

SUBJECT: DISCUSS COVINGTON COMMUNITY PARK POSSIBLE FUNDING SOURCES

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Project Costs spreadsheet
2. Maintenance and Capital Outlay spreadsheet

PREPARED BY: Derek Matheson, City Manager

EXPLANATION:

The City Council received the city manager's 2012 budget message on October 11, 2011. The city manager presented a budget that is balanced within current resources but noted the city is unable to fund Covington Community Park ("CCP") – both the last piece of the capital project budget and the ongoing maintenance budget – unless the city raises new revenue or reduces other programs.

This is the second of two discussions. This first discussion focused on the CCP capital and maintenance budgets; this discussion focuses on possible funding sources. Approximately \$200,000 in capital funds and \$185,000 in ongoing annual maintenance funds are necessary to move the project forward.

Reasons to move forward with the park project and pursue a new funding source include:

- The community stated its desire for additional park and recreation opportunities, including an extended trail system and large community parks, during the 2009 Parks, Recreation and Open Space planning process.
- There are not enough athletic fields in the city. Children over 11 years old travel to other cities for athletics.
- There is no city-owned, city-maintained property in Covington for community events.
- The city will have to forego more than \$1.5 million in grant funds if CCP is not built. The longer it takes to start the construction phase, the greater the risks the Legislature and others will cancel grant contracts to help balance their budgets.
- The city has already invested almost \$600,000 in city funds in the master planning and design phases.

Reasons not to move forward with the park project and pursue a new funding source at this time include:

- The capital budget is very tight with little margin for unforeseen circumstances. Several line items are still highly speculative.

- There is political risk even in initiating a conversation about new revenue in a difficult economy.
- Any new revenue dedicated to CCP will be unavailable in the future to maintain existing city services in this era of stagnant revenues and rising costs.

Revenue options:

- Raise the utility tax by one half of one percent (0.5%) to six percent (6%). This would generate about \$135,000 in 2012¹ and about \$180,000 per year thereafter and cost a typical family about \$2 per month.
- Create a transportation benefit district and impose an up-to-\$20-per-year vehicle license fee for street maintenance and therefore reduce the current general fund subsidy of the street fund. This would generate about \$180,000-\$280,000 per year and cost a typical family \$1.67 per month times the number of licensed vehicles. Using this revenue option for parks takes away a valuable tool to meet the city's unmet street construction and maintenance needs.
- Impose a business and occupations ("B&O") tax. The Council has not been interested in this revenue option in the past, because it taxes a business's gross receipts rather than profits, and it puts the city at a competitive disadvantage for economic development.

Assuming the Council is not interested in a vehicle license fee or B&O tax, there are at least four options available regarding the utility tax:

1. Direct staff to prepare an ordinance for the Nov. 29 meeting to impose an additional 0.5% utility tax.
2. Defer discussion about the utility tax until at least after the Legislature's special session. While the capital budget may be less speculative at that time, grant monies may be at greater risk during the special session, construction would be delayed, and less new revenue for capital would be collected in 2012.
3. Direct staff to identify \$185,000-200,000 in reductions elsewhere in the city budget.
4. Take no action, in which case the city would decline all grant monies and forgo the opportunity to build and operate CCP.

If Council is interested in Option 1, staff is prepared if directed by Council to initiate a public outreach strategy to advise the public of the possible utility tax increase, advise the public of the rationale for doing so, and invite the public to provide input to Council. Elements of this strategy could include:

- A public hearing
- Facebook posts
- Monthly Update article
- Newspaper article(s)

- A fact sheet that includes the impact to a typical family
- A guest editorial
- Presentations to advisory commissions

A possible schedule is:

- Oct. 11: Staff introduced the CCP budget to Council
- Oct. 25: Staff introduces possible funding sources i.e. utility tax to Council
- Oct. 25-Nov. 22: Staff implements public outreach strategy and collects public input
- Oct. 29: Council continues utility tax discussion at all-day budget summit, if desired
- Nov. 9: Council holds public hearing
- Nov. 22: Staff presents public input and Council considers utility tax ordinance. (This is the same date on which Council will consider the annual property tax ordinance.)

Staff makes no recommendation and seeks Council direction.

ALTERNATIVES: Presented above

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Direction whether to pursue one of the options presented.

REVIEWED BY: City Attorney, Finance Director, Parks & Recreation Director, Public Works Director; Community Relations Coordinator.

ⁱ The city would not receive new utility tax revenue until February-March 2012, as state law gives utilities two months to update their billing systems, and city ordinance gives them another month to remit. Council would need to use reserves to close the gap between the approximately \$135,000 generated in 2012 and the park capital budget need of approximately \$200,000 in 2012.

**City of Covington
Project Costs**

Project Title **Covington Community Park**

CIP # 1010

Scope of Work Covington Community Park

	Total	2008 Actuals	2009 Actuals	2010 Actuals	2011 Estimated Actuals	2012 Budget	2013 Budget
<u>Project Costs</u>							
Projected Beginning Fund							
Balance January 1		-	9,842	204,424	109,226	33,145	(251,567)
<u>Project Expenditures</u>							
Preliminary Design	60,158	60,158	-	-	-	-	-
Design	531,578	-	330,251	126,374	74,953	-	-
Construction and Administration	1,764,284	-	-	-	-	1,764,284	-
Miscellaneous Costs	2,885	-	557	-	1,128	1,200	-
Total Project Costs	2,358,905	60,158	330,808	126,374	76,081	1,765,484	-
<u>Project Revenues</u>							
Funding From King County	70,000	70,000	-	-	-	-	-
Transfer In - General Fund	525,390	-	525,390	-	-	-	-
Transfer In - CIP Fund	2,183	-	-	2,183	-	-	-
Mitigation Fees	28,993	-	-	28,993	-	-	-
WWRP-LP Grant	500,000	-	-	-	-	450,000	50,000
King County YSFG	75,000	-	-	-	-	75,000	-
Legislative Appropriation/CTED	700,000	-	-	-	-	700,000	-
King Conservation District	100,569	-	-	-	-	100,569	-
King County Parks Levy	155,203	-	-	-	-	155,203	-
Total Project Revenues	2,157,337	70,000	525,390	31,175	-	1,480,772	50,000
Projected Ending Fund							
Balance December 31	(201,567)	9,842	204,424	109,226	33,145	(251,567)	(201,567)

City of Covington
Maintenance and Capital Outlay
2013-2014

ATTACHMENT 2

Description	2013 One-Time¹	2013 Ongoing	2014 Ongoing²
Salaries and Wages	\$ -	\$ 47,362	\$ 86,645
Personnel Benefits	-	26,161	38,214
Supplies	-	5,500	11,000
Other Services and Charges	-	12,655	24,980
Capital Outlay	63,000	-	-
Interfund Payment for Services	-	11,392	24,535
Total	<u>\$ 63,000</u>	<u>\$103,070</u>	<u>\$ 185,374</u>

Note 1: 2013 is for a partial year.

Note 2: 2014 is for a full year.

SUBJECT: CONSIDER PROPOSED ORDINANCE REGARDING INATTENTIVE DRIVING

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Proposed City of Covington Inattentive Driving Ordinance.
2. Inattentive Driving Ordinances of the cities of Kenmore, Renton, Fife and Bellevue

PREPARED BY: Kevin P. Klason, Police Chief

EXPLANATION:

The attached proposed Inattentive Driving ordinance proposes a new traffic infraction, inattentive driving, that is a lesser offense than, but included in, the offense of negligent driving in the second degree.

Section 46.61.525 of the Revised Code of Washington (RCW), defines negligent driving in the second degree as follows:

“A person is guilty of negligent driving in the second degree if, under circumstances not constituting negligent driving in the first degree, he or she operates a motor vehicle in a manner ***that is both negligent and endangers or is likely to endanger any person or property.***”

The statute further defines “negligent” as “the failure to exercise ordinary care, and is the doing of some act that a reasonably careful person would not do under the same or similar circumstances or the failure to do something that a reasonably careful person would do under the same or similar circumstances.” Negligent driving in the second degree carries a \$550.00 infraction penalty.

The proposed ordinance creates the infraction of inattentive driving as a lesser offense to negligent driving in the second degree, and defines it as:

It shall be unlawful to drive a motor vehicle on any street, alley, or way open to the public of the City in an inattentive manner. Inattentive manner means the operation of a motor vehicle in a manner which, without regard to speed, evidences a lack of: 1) that degree of attentiveness required to safely operate the vehicle under the prevailing conditions, including, but not limited to, the nature and condition of the roadway, presence of pedestrians, or the presence of other traffic; or 2) that degree of attentiveness as will allow the driver of a motor vehicle to observe anything resting on or travelling on the roadway in time to take appropriate action as circumstances require.

This proposed new traffic infraction would carry a penalty of \$250.00.

Several local jurisdictions, including Bellevue, Federal Way, Fife, Kenmore, Kent, Renton, and SeaTac, have adopted similar ordinances related to inattentive driving.

Inattentive driving ordinances fill the gap where the driving conduct does not rise to a level of negligent driving in the second degree (where a driver's actions are more careless and even deliberate or intentional in nature), but the driving demonstrates clear lack of attention to the road and surrounding conditions that still places persons or property at risk.

Implementing an inattentive driving ordinance is one more tool that officers can effectively use to educate and correct bad driver behavior. Examples of when enforcement of this ordinance would be appropriate are when a driver does not maintain their lane; nearly rear-ends another vehicle; remains at a traffic light after it has changed to green due to some other preoccupation or ancillary activity in the vehicle; or any other action or inaction that places adjacent drivers and property at risk of injury or damage. Staff recommends the council to adopt the proposed ordinance; it is consistent with ordinances that have been in effect for several years in other Washington cities.

FISCAL IMPACT:

No negative impacts anticipated.

CITY COUNCIL ACTION: X Ordinance Resolution Motion Other

Council Member _____ moves, Council Member _____ seconds, to pass an ordinance of the City Council of the city of Covington, King County, Washington, creating a new section of Chapter 10 of the Covington Municipal Code related to Inattentive Driving.

REVIEWED BY: City Manager; City Attorney.

ORDINANCE NO. 13-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON ADOPTING A NEW CHAPTER 10.50 OF THE COVINGTON MUNICIPAL CODE ESTABLISHING INATTENTIVE DRIVING AS A TRAFFIC INFRACTION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Section 10.05.010 of the Covington Municipal Code (CMC) adopted the Washington Model Traffic Ordinance, which adopted Section 46.61.525 of the Revised Code of Washington (RCW) regarding negligent driving in the second degree; and

WHEREAS, negligent driving in the second degree is a serious infraction used when driving in a manner that is both negligent and endangers or is likely to endanger persons or property; and

WHEREAS, a lesser infraction to negligent driving in the second degree is not included in the Washington Model Traffic Ordinance or other state statutes; and

WHEREAS, numerous other jurisdictions have adopted ordinances to create a lesser included infraction of inattentive driving, to be used when a driver is careless and demonstrates a clear lack of attention that still places persons or property at risk; and

WHEREAS, the city council has determined that inattentive drivers constitute a hazard to pedestrians and other motorists; and

WHEREAS, it is within the authority of the City Council to protect the health, safety, and welfare of the citizens of Covington and the City Council desires to adopt a new traffic infraction of inattentive driving to expand the tools available to the city's police officers to effectively educate and correct bad driver behavior;

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

Section 1. Creation of Chapter 10.50 CMC—Inattentive Driving. Chapter 10.50 of the Covington Municipal Code is hereby created as follows:

10.50.010 Inattentive Driving. It shall be unlawful to drive a motor vehicle on any street, alley, or way open to the public of the City in an inattentive manner. Inattentive manner means the operation of a motor vehicle in a manner which, without regard to speed, evidences a lack of 1) that degree of attentiveness required to safely operate the vehicle under the prevailing conditions,

including, but not limited to, the nature and condition of the roadway, presence of pedestrians, or the presence of other traffic; or 2) that degree of attentiveness as will allow the driver of a motor vehicle to observe anything resting on or travelling on the roadway in time to take appropriate action as circumstances require. The offense of operating a vehicle in an inattentive manner shall be a lesser offense than, but included in, the offense of operating a vehicle in a negligent manner under RCW 46.61.525, and any person charged pursuant to RCW 46.61.525 may be found to have committed the lesser offense of operating a vehicle in an inattentive manner.

10.50.020 Violation—Penalty. Violation of this section shall constitute a civil infraction subject to a monetary penalty of \$250.00, not including statutory costs and assessments.

Section 2. Severability. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provision of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council on the 25th day of October, 2011.

Mayor Margaret Harto

PUBLISHED: October 28, 2011

EFFECTIVE: November 2, 2011

ATTESTED:

Sharon Scott, City Clerk

Sara Springer, City Attorney

OTHER WASHINGTON CITIES INATTENTIVE DRIVING ORDINANCES

City of Kenmore

10.10.020 Inattentive driving.

It is unlawful for any person to operate a motor vehicle within the city in an inattentive manner. For the purposes of this section, “inattentive manner” means the operation of a motor vehicle in a manner which evidences a lack of degree of attentiveness required to safely operate the vehicle under the prevailing conditions, including but not limited to the nature and condition of the roadway, presence of other traffic, presence of pedestrians, and weather conditions. The offense of operating a motor vehicle in an inattentive manner shall be considered to be a lesser offense than, but included in, the offense of operating a motor vehicle in a negligent manner. [Ord. 98-0040 § 4.]

10.10.030 Violation – Penalty.

Unless otherwise set out in applicable law or court rule, any person who violates the provisions of any section of this chapter shall be guilty of an infraction. The maximum penalty for any violation of any section of this chapter shall be a fine of not more than \$350.00. [Ord. 98-0040 § 6.]

City of Renton

10-12-25 Inattentive Driving:

A. Inattention: It shall be unlawful to drive a motor vehicle on any street, alley, or way open to the public of the City in an inattentive manner. Inattentive manner means the operation of a motor vehicle in a manner that evidences a lack of: 1) that degree of attentiveness required to safely operate the vehicle under the prevailing conditions, including, but not limited to, the nature and condition of the roadway, presence of pedestrians, or the presence of other traffic; or 2) that degree of attentiveness as will allow the driver of a motor vehicle to observe anything resting on or traveling on the roadway in time to take appropriate action as circumstances require. (Ord. 4286, 8-13-90)

B. Penalty: Inattentive driving shall be a traffic infraction. Any person found to have committed the infraction of inattentive driving shall be fined in accordance with the most recent bail schedule which has been adopted by the Renton Municipal Court. (Ord. 4462, 7-25-94, eff. retroactive to 7-1-94)

City of Fife

10.30.010 Inattention to driving – Unlawful.

A. It shall be unlawful for any person to operate a motor vehicle in an inattentive manner.

B. "Inattentive manner" means the operation of a vehicle in a manner which, without regard to speed, is not reasonable and prudent under the conditions and lacks full regard for the actual and potential hazards existing; or which constitutes a failure to maintain a careful lookout adequate to avoid endangering or colliding with persons or property.

C. The offense of operating a vehicle in an inattentive manner shall be a lesser offense than, but included in, the offense of operating a vehicle in a negligent manner under RCW 46.61.525, and any person charged pursuant to RCW 46.61.525 may be found to have committed the lesser offense of operating a vehicle in an inattentive manner.

D. Violation of this section shall constitute a civil infraction subject to a monetary penalty of \$250.00, not including statutory costs and assessments. (Ord. 1624-07 § 1, 2007).

City of Bellevue

11.48.040 Inattention.

It is unlawful for any person to operate a motor vehicle in an inattentive manner over the highways of this city. For the purpose of this section, "inattentive" means the operation of a vehicle upon the public highways of this city in a lax or slack manner. The offense of operating a motor vehicle in an inattentive manner shall be considered to be a lesser offense than but included in the offense of operating a vehicle in a negligent manner. Any person violating the provisions of this section is guilty of a traffic infraction. (Ord. 2922 § 25, 1980; 1961 code § 11.48.110.)

DISCUSSION OF FUTURE AGENDA TOPICS:

9:00 a.m., Saturday, October 29, 2011 – Budget Workshop

7:00 p.m., Wednesday, November 9, 2011 Regular Meeting

*(Rescheduled regular meeting day due to General Election
on Tuesday, November 8)*

(Draft Agendas Attached)

Covington: Unmatched quality of life

Draft

As of 10/19/11



CITY OF COVINGTON SPECIAL MEETING AGENDA - BUDGET WORKSHOP

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

www.covingtonwa.gov

Saturday, October 29, 2011 - 9:00 a.m.

GENERAL INFORMATION:

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

CALL CITY COUNCIL WORKSHOP TO ORDER

ROLL CALL

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION

1. Department 2012 Budget Presentations. (Hendrickson)
 - a. Technology Initiative (Akramoff)
 - b. Executive (Matheson)
 - c. Finance (Hendrickson)
 - d. Community Development and Development Services (Hart)
 - e. Public Works (Akramoff)
 - f. Public Works Capital Improvement Projects (Akramoff)
 - g. Parks & Recreation (Thomas)
 - h. Parks Capital Improvement Projects (Thomas)
 - i. Police (Klason)
2. Review Budget Strategies. (Matheson)
3. Begin 2012 Budget Deliberations. (Council)

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.

Draft
As of 10/19/11

Covington: Unmatched quality of life



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

City Council Chambers

Wednesday, November 9, 2011

16720 SE 271st Street, Suite 100, Covington

CALL CITY COUNCIL MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Project Uth Presentation – Barry Fentwell (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 shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.**

APPROVE CONSENT AGENDA

C-1. Approval of Minutes. (Scott)

C-2. Approval of Vouchers (Hendrickson)

C-3. Award Contract for King County Sheriff's Office Sublease Tenant Improvement (French)

NEW BUSINESS

1. Consider 2012 Legislative Agenda (Matheson)
2. 2011 Third Quarter Financial Reports (Hendrickson)

COUNCIL/STAFF COMMENTS

- Future Agenda Topics

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

EXECUTIVE SESSION: If Needed

ADJOURN

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