



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

Tuesday, December 8, 2015
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Seahorse Birthday Proclamation (Arts Commission Chair Lesli Cohan and Vice Chair Ed White)

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

APPROVE CONSENT AGENDA

- C-1. Vouchers (Hendrickson)
- C-2. Pass Ordinance Adopting a 2015 Budget Amendment (Hendrickson)
- C-3. Approve Abaco Pacific Real Estate Services Agreement (Vondran)
- C-4. Approve Olympic Environmental Resources 2016 Recycling Collection Events Agreement (Vondran)
- C-5. Accept Easement Agreement for Clements/253rd Place Drainage Project (Vondran)
- C-6. Approve Tri-City Public Works Operations and Cooperative Purchasing Interlocal Agreement Amendment (Vondran)
- C-7. Approve Stalzer and Associates Comprehensive Plan Update Contract Amendment (Hart)

PUBLIC HEARING

1. Receive Public Testimony and Adopt Ordinance Regarding Kent School District's Six Year Capital Facilities Plan (Hart)

NEW BUSINESS

2. Approve Covington Community Park Phase II Design (Feser & Consultant)
3. Consider Ordinance Related to Donations of Money and Property (Bahl)
4. Consider Ordinance Adopting the CY2016 Operating and Capital Budget (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

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).

Consent Agenda Item C-1

Covington City Council Meeting

Date: December 8, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #33342-33391, including ACH payments and electronic fund transfers in the amount of \$524,008.47, dated November 25, 2015; and Paylocity Payroll Checks #1004556078-1004556089 and Paylocity Payroll Checks #1004556295-1004556295 inclusive, plus employee direct deposits in the amount of \$162,700.60, dated December 4, 2015.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers #33342-33391, including ACH payments and electronic fund transfers in the amount of \$524,008.47, dated November 25, 2015; and Paylocity Payroll Checks #1004556078-1004556089 and Paylocity Payroll Checks #1004556295-1004556295 inclusive, plus employee direct deposits in the amount of \$162,700.60, dated December 4, 2015.

November 25, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33342 through Check #33391, including ACH payments and electronic fund transfers

In the Amount of \$524,008.47

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
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 11/30/2015 8:46 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0683 0683-11	Abaco Pacific, Inc. SoCo Park; appraisal services, 10/12-11/11/15	11/25/2015	945.00
Total for this ACH Check for Vendor 0683:				945.00
ACH	0706 4695 4695 4696 4696	Covington Retail Associates 1st floor; building lease, December 1st floor; operating expenses, December 2nd floor; operating expenses, December 2nd floor; building lease, December	11/25/2015	26,359.92 10,401.29 1,406.68 3,362.83
Total for this ACH Check for Vendor 0706:				41,530.72
ACH	0771 365244	David Evans & Associates, Inc. Integrated traffic impact; 8/16-10/10/15	11/25/2015	2,659.35
Total for this ACH Check for Vendor 0771:				2,659.35
ACH	1007 1007-11 1007-11	Ross Junkin Junkin; APWA conference, per diem Junkin; APWA conference, per diem	11/25/2015	12.75 12.75
Total for this ACH Check for Vendor 1007:				25.50
ACH	1408 2108	Washington Workwear Stores Inc. Ogren; safety vest	11/25/2015	57.00
Total for this ACH Check for Vendor 1408:				57.00
ACH	1688 054257-11 054257-11 054257-11 054257-11 054257-11	Mountain Mist Maint shop; bottled water, October Aquatics; bottled water, October Maint shop; bottled water, October Maint shop; bottled water, October City hall; bottled water, October	11/25/2015	8.20 66.76 16.39 16.39 106.78
Total for this ACH Check for Vendor 1688:				214.52
ACH	1705 TM-154162 TM-154162 TM-154162 TM-154163 TM-154163 TM-154316	Alpine Products, Inc. Maint shop; road closed signs Maint shop; road closed signs Maint shop; road closed signs Orange cones Orange cones Vinyl decals	11/25/2015	124.17 248.35 248.35 254.59 254.59 37.23
Total for this ACH Check for Vendor 1705:				1,167.28
ACH	1901 0070250 0070250	Modern Building Systems, Inc. Maint shop; building lease, 12/1/15-1/1/16 Maint shop; building lease, 12/1/15-1/1/16	11/25/2015	569.06 284.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0070250	Maint shop; building lease, 12/1/15-1/1/16		569.06
		Total for this ACH Check for Vendor 1901:		1,422.66
ACH	2044 2044-11	Karla Slate Slate; PRSA conference, hotel, per diem, cab, ba	11/25/2015	915.22
		Total for this ACH Check for Vendor 2044:		915.22
ACH	2250 C061	SBS Legal Services Legal services; 10/27-11/23/15	11/25/2015	13,365.00
		Total for this ACH Check for Vendor 2250:		13,365.00
ACH	2555 46963514	NuCO2 LLC Aquatics; CO2 for pH control	11/25/2015	147.63
		Total for this ACH Check for Vendor 2555:		147.63
ACH	2621 2621-11 2621-11	Jaquelyn Ball Instructor payment; Safe at Home, November Instructor payment; Super Sitters, November	11/25/2015	273.00 796.25
		Total for this ACH Check for Vendor 2621:		1,069.25
ACH	2855 15-13	Regan Bolli Bolli; 2015 flexible spending	11/25/2015	413.45
		Total for this ACH Check for Vendor 2855:		413.45
33342	3022 020112	Agro Tree removal, clean up	11/25/2015	1,303.20
		Total for Check Number 33342:		1,303.20
33343	2033 9891 9932	Aquatic Specialty Services Aquatics; battery pack Aquatics; pool chemicals	11/25/2015	273.67 1,436.15
		Total for Check Number 33343:		1,709.82
33344	0019 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015 100315L122015	AWC Employee Benefits Trust Medical Insurance Premiums, December Medical Insurance Premiums, December	11/25/2015	442.89 1,125.00 750.00 5,982.83 8,983.53 10,749.79 6,713.40 6,941.83 2,268.34 2,196.79 1,899.25 1,774.21 2,479.93 809.72
		Total for Check Number 33344:		53,117.51
33345	2516 145810	Bob's Heating & Air Conditioning, Inc. Minor housing repair; #FRED.01.15	11/25/2015	1,845.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33345:	1,845.11
33346	0026	C&B Awards	11/25/2015	
	2309	McCurdy; name badge		9.39
	2309	Slate/Bolli/Michaud; name badge		28.19
	2309	Councilmember; name badges		65.80
	2309	Patterson; name badge		9.39
	2309	CEDC; name badge		46.95
	2309	Parks Commission name badges		37.56
	2309	Human Services Commission name badges		46.95
	2309	Bahl/Leung; name badge		14.08
	2309	Feser; name badge		9.39
	2309	Planning Commission name badges		28.17
	2309	Leung; name badge		4.70
	2309	Arts Commission name badges		47.00
	2336	Human Services Commission name badges		18.78
	2336	Parks Commission name badges		28.17
	2336	Planning Commission name badges		37.60
	2336	CEDC name badges		46.95
	2336	Art Commission name badges		18.80
			Total for Check Number 33346:	497.87
33347	1997	Capital One Commercial	11/25/2015	
	526876	State of the City dinner; shrimp platter		49.95
	526876	City hall; tea, creamer, paper products		331.74
	526876	Costco rebate		-49.95
			Total for Check Number 33347:	331.74
33348	2819	Caron Fitness	11/25/2015	
	2819-10	Reissue Instructor payment; Zumba, July & Aug		320.25
	2819-11	Instructor payment; Zumba, November		70.00
			Total for Check Number 33348:	390.25
33349	2270	CenturyLink	11/25/2015	
	6317966698B-11	City hall; telephone, 11/13-12/13/15		101.67
			Total for Check Number 33349:	101.67
33350	2366	CenturyLink Business Services	11/25/2015	
	1356765042	Aquatics; internet/loop, October		360.00
			Total for Check Number 33350:	360.00
33351	0366	City of Covington	11/25/2015	
	0366-11	Tree lighting; Right of Way permit		181.00
	0366-11-1	Tree lighting; building permit		113.80
	0366-11-2	Aquatic Center; annual fire inspection		145.75
			Total for Check Number 33351:	440.55
33352	0219	City of Maple Valley	11/25/2015	
	INV02411	Building inspector services; August		3,600.00
	INV02412	Building inspector services; September		3,075.00
			Total for Check Number 33352:	6,675.00
33353	1170	Coastwide Laboratories	11/25/2015	
	NW2823427	Aquatics; cleaning supplies		379.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	NW2823427-1	Aquatics; toilet tissue		124.98
			Total for Check Number 33353:	503.99
33354	0364 51338	Code Publishing Company Municipal code update; 11/4/15	11/25/2015	380.86
			Total for Check Number 33354:	380.86
33355	2179 517	Conservation Technix, Inc. PROS Plan update; 10/1-10/31/15	11/25/2015	2,994.15
			Total for Check Number 33355:	2,994.15
33356	1983 47854169	De Lage Landen Financial Svcs Copier's lease, 11/1-11/30/15	11/25/2015	104.41
			Total for Check Number 33356:	104.41
33357	1981 S15003-01 S15003-02	Design Air, Ltd. Aquatics; HVAC quarterly maintenance, service Aquatics; service call, 8/7	11/25/2015	1,642.40 195.48
			Total for Check Number 33357:	1,837.88
33358	1996 014650151115 014650151115 014650151115	Facility Maintenance Contractors Maint shop; janitorial service Maint shop; janitorial service Maint shop; janitorial service	11/25/2015	56.80 113.60 113.60
			Total for Check Number 33358:	284.00
33359	1913 754780	Galaxy Catering State of the City Dinner; catering	11/25/2015	493.16
			Total for Check Number 33359:	493.16
33360	2961 108724857 108724857 108726456 108726456 108727204 108727204	Global Equipment Company Inc. Ice packs Ice packs, use tax First aid kits First aid kits, use tax Pick up tailgate net, use tax Pick up tailgate net	11/25/2015	92.74 -7.34 105.34 -8.34 -2.37 29.87
			Total for Check Number 33360:	209.90
33361	0302 15563.00-000004	Gray & Osborne CIP 1086; engineering services, 10/11-11/07/15	11/25/2015	9,581.23
			Total for Check Number 33361:	9,581.23
33362	2789 557-1503	Henderson, Young & Company Parks impact fee; 10/1-10/31/15	11/25/2015	525.00
			Total for Check Number 33362:	525.00
33363	1658 28319726-001	Hertz Equipment Rental Corp. Rental; compressor, 10/28-10/29/15	11/25/2015	257.38
			Total for Check Number 33363:	257.38
33364	1722	Honey Bucket	11/25/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2-1432445	Skate park; portable toilet, 11/12-12/9/15		202.95
			Total for Check Number 33364:	202.95
33365	1342	Integra Telecom	11/25/2015	
	13431393	Maint shop; telephone, 11/8-12/7/15		181.60
	13431393	Maint shop; telephone, 11/8-12/7/15		181.60
	13431393	Maint shop; telephone, 11/8-12/7/15		90.79
	13431393	Aquatics; telephone, 11/8-12/7/15		90.22
	13431393	City hall; telephone, 11/8-12/7/15		1,509.56
			Total for Check Number 33365:	2,053.77
33366	1803 LYV1764	Iron Mountain Document storage; November	11/25/2015	
			Total for Check Number 33366:	438.38
33367	2792	Kent Fire Department RFA	11/25/2015	
	15-739	Fire investigation services; 3rd Quarter 2015		3,186.05
	15-739	Fire prevention services; 3rd Quarter 2015		11,178.29
	15-739	Fire marshal services; 3rd Quarter 2015		1,424.72
			Total for Check Number 33367:	15,789.06
33368	2790 2015FA-F280	Kidz Love Soccer Instructor payment; Fall Soccer	11/25/2015	
			Total for Check Number 33368:	997.50
33369	0143	King County Finance	11/25/2015	
	3001330	Jail costs; October		146.65
	68638-68639	Street services		3,440.41
	68638-686394756	Disposal fees; October		134.11
			Total for Check Number 33369:	3,721.17
33370	0641	King County Sheriff's Office	11/25/2015	
	15-0978	Police services, October		288,886.50
	15-0978	Sheriff's office; lease, October		-1,879.17
	15-1023	Police services; Covington Days overtime		4,021.03
			Total for Check Number 33370:	291,028.36
33371	2490 2490-11	Law Office of Theresa and Phillip Griffin Public defender, video court, October	11/25/2015	
			Total for Check Number 33371:	1,450.00
33372	1878 7236	MacLeod Reckord CCP; Phase 2, engineering, 10/1-10/31/15	11/25/2015	
			Total for Check Number 33372:	6,071.87
33373	2367 147637	Magnum Print Solutions Ink toners	11/25/2015	
			Total for Check Number 33373:	201.95
33374	3023 0601c	McGann Electric LLC Aquatic Center; lighting repair	11/25/2015	
			Total for Check Number 33374:	3,222.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33374:	3,222.16
33375	2874 14-044-Ret	Meyer Brothers Roofing, Inc. Aquatics roofing; retainage payment	11/25/2015	5,343.85
			Total for Check Number 33375:	5,343.85
33376	1617 548845	National Barricade Co. Signs	11/25/2015	49.32
			Total for Check Number 33376:	49.32
33377	0305 1077436	Net Venture Basic business hosting; 11/27/15-2/26/16	11/25/2015	89.70
			Total for Check Number 33377:	89.70
33378	0004 1854380351 1859222618 800497065001 800497065001 800497065001 800497065002 802469759001 802470182001 804772184001 804772498001 804772498001	Office Depot Soccer certificates SD cards Hart; planner Hart; planner Office supplies Feser; calendar Office supplies Office supplies Office supplies Polyzip bags Office supplies	11/25/2015	27.69 61.23 7.30 17.02 314.36 30.40 194.29 235.51 176.69 39.30 4.88
			Total for Check Number 33378:	1,108.67
33379	0161 200003986730-11 200003987282-11 200003987464-11 200004045635-11 200004045866-11 200022909309-11 200022909689-11 300000001770-11 300000001788-11 300000001788-11 300000001804-11 300000001804-11 300000007934-11 300000007934-11 300000011266-11 300000011266-11	Puget Sound Energy Streets; electricity, 10/2-11/2/15 Streets; electricity, 10/3-11/3/15 Streets; electricity, 10/3-11/3/15 Streets; electricity, 10/2-11/2/15 Streets; electricity, 10/3-11/3/15 Streets; electricity, 10/2-11/2/15 Skate park; electricity, 10/3-11/3/15 Streets; electricity, 10/2-11/2/15 Streets; electricity, 10/1-10/30/15 Streets; electricity, 10/1-10/30/15 Streets; electricity, 9/30-10/29/15 Streets; electricity, 10/2-11/2/15 City hall; natural gas, 10/2-11/2/15 City hall; electricity, 10/2-11/2/15 SR 516; electricity, 10/2-11/2/15 Crystal view; electricity, 10/2-11/2/15	11/25/2015	87.66 64.49 11.90 88.27 73.26 104.04 13.57 39.93 8,480.65 86.19 59.39 46.94 80.36 1,760.94 229.91 10.84
			Total for Check Number 33379:	11,238.34
33380	2474 1598 1624	SCORE Jail costs; October Jail costs; medical services, September	11/25/2015	16,102.00 205.20
			Total for Check Number 33380:	16,307.20
33381	1905 C841784-701 C842643-701	Sharp Electronics Corporation Aquatics copiers; usage, 9/1-10/1/15 Workroom copier; usage, 9/28-10/30/15	11/25/2015	74.23 1,327.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	C842886-701	Aquatics copiers; usage, 10/1-11/9/15		46.75
			Total for Check Number 33381:	1,448.14
33382	3012 INV00114626	Smarsh Inc. Mobile text archiving; 10/1-10/31/15	11/25/2015	49.50
			Total for Check Number 33382:	49.50
33383	1903 7636914 7636914 7636914	Sound Publishing, Inc. CIP 1029; legal notice, call to bids Weekly bulletins; 10/2, 10/9, 10/16, 10/23, 10/30 Monthly full page ad	11/25/2015	480.39 2,325.32 1,065.00
			Total for Check Number 33383:	3,870.71
33384	1775 15248968 15271042 15271042 15271042 15271189 15271189 15271189 15306715 15306715 15306715	Tacoma Screw Products, Inc. Return; Jenkins Creek, bolts Maint shop; brushes, screws Maint shop; brushes, screws Maint shop; brushes, screws Return; Maint shop; bolts Return; Maint shop; bolts Return; Maint shop; bolts Maint shop; supplies Maint shop; supplies Maint shop; supplies	11/25/2015	-42.04 54.75 27.38 54.75 -89.31 -44.66 -89.31 52.87 26.44 52.87
			Total for Check Number 33384:	3.74
33385	2556 114-3460238	United Site Services Gardner property; fence rental, 10/31-11/27/15	11/25/2015	355.77
			Total for Check Number 33385:	355.77
33386	2103 291799757	US Bancorp Equip Finance Inc. Workroom copier; lease	11/25/2015	639.10
			Total for Check Number 33386:	639.10
33387	0046 9754294688 9754294688 9754294688 9754294688 9754294688 9754294688 9754294688 9754294688 9754294688	Verizon Wireless Cellular service, 10/21-11/20/15 Cellular service/tablet data, 10/21-11/20/15 Cellular service, 10/21-11/20/15 Cellular service, 10/21-11/20/15 Cellular service, 10/21-11/20/15 Cellular service, 10/21-11/20/15 Cellular service/tablet data, 10/21-11/20/15 Cellular service/tablet data, 10/21-11/20/15 Cellular service/tablet data, 10/21-11/20/15	11/25/2015	63.99 197.65 177.39 29.23 47.77 30.03 175.88 319.56 77.94
			Total for Check Number 33387:	1,119.44
33388	2955 P3169.01-4	Walker Macy Planning services; 9/26-10/25/15	11/25/2015	560.00
			Total for Check Number 33388:	560.00
33389	1441 20016REN	Watson Security City hall; door lock repairs	11/25/2015	285.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33389:	285.08
33390	1708 788394	Western Equipment Distributors, Inc. #2766; blade sets	11/25/2015	548.58
			Total for Check Number 33390:	548.58
33391	2230 9537140RI 9537140RI 9537140RI	Wilbur-Ellis Company Maint shop; respirators Maint shop; respirators Maint shop; respirators	11/25/2015	130.76 130.77 65.38
			Total for Check Number 33391:	326.91
			Total for 11/25/2015:	516,398.48
46	2783 2783-10-2015 2783-10-2015 2783-10-2015 2783-10-2015 2783-10-2015 2783-10-2015 2783-10-2015 2783-10-2015	WA State Dept of Revenue Business & Occupation tax for October 2015 Business & Occupation tax for October 2015 Sales tax payable for October 2015 Sales tax payable for October 2015 Use tax payable for October 2015	11/30/2015	990.74 4,625.90 738.60 684.89 296.14 12.89 247.95 12.88
			Total for Check Number 46:	7,609.99
			Total for 11/30/2015:	7,609.99
			Report Total (64 checks):	524,008.47

December 4, 2015

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 12/04/15 consisting of:

PAYLOCITY CHECK # 1004556078 through PAYLOCITY CHECK # 1004556089 and PAYLOCITY CHECK # 1004556295 through PAYLOCITY CHECK # 1004556295 inclusive, plus employee direct deposits

IN THE AMOUNT OF \$162,700.60

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

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

12/4/15 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
111081	Regular	12/4/2015	503	Bolli, Regan H	4,697.32
111082	Regular	12/4/2015	246	Kirshenbaum, Kathleen	499.86
111083	Regular	12/4/2015	243	Lyon, Valerie	1,483.99
111084	Regular	12/4/2015	234	Mhoon, Darren S	1,469.26
111085	Regular	12/4/2015	162	Michaud, Joan M	2,187.66
111086	Regular	12/4/2015	123	Scott, Sharon G	2,540.16
111087	Regular	12/4/2015	313	Slate, Karla J	2,507.56
111088	Regular	12/4/2015	275	Hart, Richard	3,199.82
111089	Regular	12/4/2015	368	Mueller, Ann M	1,784.47
111090	Regular	12/4/2015	180	Cles, Staci M	1,867.87
111091	Regular	12/4/2015	146	Hagen, Lindsay K	1,616.04
111092	Regular	12/4/2015	235	Hendrickson, Robert	3,813.06
111093	Regular	12/4/2015	105	Parker, Cassandra	2,607.59
111094	Regular	12/4/2015	454	Salazar-Delatorre, Viviana J	273.04
111095	Regular	12/4/2015	374	Allen, Joshua C	1,807.60
111096	Regular	12/4/2015	353	Dalton, Jesse J	1,792.64
111097	Regular	12/4/2015	373	Fealy, William J	2,113.78
111098	Regular	12/4/2015	301	Gaudette, John J	2,050.39
111099	Regular	12/4/2015	511	Goranson, Gage W	807.58
111100	Regular	12/4/2015	186	Junkin, Ross D	2,854.63
111101	Regular	12/4/2015	268	Bykonen, Brian D	2,209.04
111102	Regular	12/4/2015	279	Christenson, Gregg R	2,948.05
111103	Regular	12/4/2015	270	Lyons, Salina K	2,332.26
111104	Regular	12/4/2015	269	Meyers, Robert L	3,416.65
111105	Regular	12/4/2015	284	Ogren, Nelson W	2,810.12
111106	Regular	12/4/2015	266	Thompson, Kelly	2,186.86
111107	Regular	12/4/2015	518	Islam, Shahinur	122.60
111108	Regular	12/4/2015	307	Morrissey, Mayson	2,964.53
111109	Regular	12/4/2015	199	Bahl, Rachel A	2,485.52
111110	Regular	12/4/2015	397	Ball, Jaquelyn I	477.54
111111	Regular	12/4/2015	451	Conway, Sean	1,597.22
111112	Regular	12/4/2015	428	Feser, Angela M	2,280.80
111113	Regular	12/4/2015	448	Finazzo, Dominic V	1,558.76
111114	Regular	12/4/2015	305	Kiselyov, Tatyana	1,597.22
111115	Regular	12/4/2015	453	Leung, Rachael M	1,295.62
111116	Regular	12/4/2015	195	Patterson, Clifford	2,622.20
111117	Regular	12/4/2015	106	Bates, Shellie L	2,113.67
111118	Regular	12/4/2015	349	Buck, Shawn M	1,776.30
111119	Regular	12/4/2015	273	French, Fred	148.06
111120	Regular	12/4/2015	436	Lindskov, Robert T	3,030.28
111121	Regular	12/4/2015	257	Parrish, Benjamin A	2,018.42
111122	Regular	12/4/2015	173	Vondran, Donald M	3,816.98
111123	Regular	12/4/2015	252	Wesley, Daniel A	2,222.98
111124	Regular	12/4/2015	388	Andrews, Kaitlyn E	541.73
111125	Regular	12/4/2015	481	Binder, Jordan M	145.51
111126	Regular	12/4/2015	534	Blakely, Gavin D	65.40
111127	Regular	12/4/2015	517	Burke, Austin W	287.23
111128	Regular	12/4/2015	379	Carrillo, Anthony G	105.38
111129	Regular	12/4/2015	514	Collins, Ashtyn E	501.38
111130	Regular	12/4/2015	258	Cox, Melissa	743.10
111131	Regular	12/4/2015	526	Duval-Dreblow, Shailynn R	342.79
111132	Regular	12/4/2015	508	Halbert, Olivia M	105.19
111133	Regular	12/4/2015	530	Hauck, Liam M	39.80
111134	Regular	12/4/2015	512	Hauer, Colton A	90.58

111135 Regular	12/4/2015	425 Knox, John Q	60.29
111136 Regular	12/4/2015	426 Knox, Patrick L	206.67
111137 Regular	12/4/2015	410 Lanz, Avalon A.	402.80
111138 Regular	12/4/2015	435 Martin, Iain-Josiah	470.94
111139 Regular	12/4/2015	438 Mashika, Myroslav	35.76
111140 Regular	12/4/2015	525 Mastroianni, Anthony J	193.52
111141 Regular	12/4/2015	483 Medel, Erick	350.46
111142 Regular	12/4/2015	340 Middleton, Jordan	204.14
111143 Regular	12/4/2015	516 Montero, Ivan P	349.54
111144 Regular	12/4/2015	439 Newman, Ashley M	46.84
111145 Regular	12/4/2015	445 Portin, Andrew	79.95
111146 Regular	12/4/2015	319 Praggastis, Alexander	175.45
111147 Regular	12/4/2015	387 Praggastis, Elena C	135.49
111148 Regular	12/4/2015	484 Roth, Alexander E	171.95
111149 Regular	12/4/2015	493 Sears, Andrew J	300.47
111150 Regular	12/4/2015	492 Spencer, Ethan R	400.68
111151 Regular	12/4/2015	392 Wardrip, Spencer A	495.44
111152 Regular	12/4/2015	432 Wilton, Sara J	101.23
111153 Regular	12/4/2015	533 Wruth, Hunter T	17.06
111154 Regular	12/4/2015	487 Bykonen, Tyler B	66.78
111155 Regular	12/4/2015	488 Cles, Erin L	53.43
111156 Regular	12/4/2015	482 Cruz, Garrett M	119.25
111157 Regular	12/4/2015	491 Ford, LaDrea D	34.00
111158 Regular	12/4/2015	532 Green, Katherine B	56.91
111159 Regular	12/4/2015	116 Beaufriere, Noreen	2,840.95
111160 Regular	12/4/2015	137 Throm, Victoria J	1,945.45
1004556078 Regular	12/4/2015	364 Newell, Nancy J	24.94
1004556079 Regular	12/4/2015	527 Ainsworth, Nicholas D	56.85
1004556080 Regular	12/4/2015	509 Brannon, David J	222.36
1004556081 Regular	12/4/2015	415 Rinck, Tyler P	108.84
1004556082 Regular	12/4/2015	489 Wold, Jared K	194.80
1004556083 Regular	12/4/2015	480 Woods, Dylan J	298.58
1004556084 Regular	12/4/2015	395 Wunschel, Ethan G.	18.62
1004556085 Regular	12/4/2015	521 Ellsworth, Joseph G	28.45
1004556086 Regular	12/4/2015	537 Farish, Sarah A	40.31
1004556087 Regular	12/4/2015	490 Kallaher, Jay S	39.67
1004556088 Regular	12/4/2015	538 Potts, Julien D	75.88
1004556089 Regular	12/4/2015	535 VanBrunt, Elizabeth	47.43

Totals for Payroll Checks 92 Items 103,446.27

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
111161	AGENCY	12/4/2015	401SS	ICMA Retirement Trust	16,635.26
111162	AGENCY	12/4/2015	457Ex	Vantagepoint Transfer Agent-457	359.09
111163	AGENCY	12/4/2015	CICOV	City of Covington	3,553.02
111164	AGENCY	12/4/2015	Emp	City of Covington Employee	84.00
111165	AGENCY	12/4/2015	IC401	ICMA Retirement Trust	14,921.13
111166	AGENCY	12/4/2015	IC457	ICMA Retirement Trust	1,966.98
111167	AGENCY	12/4/2015	ROTH	ICMA Retirement Trust	150.00
111168	AGENCY	12/4/2015	VEBA	HRA VEBA Trust Contributions	1,670.00
1004556295	AGENCY	12/4/2015	JG1	WASH CHILD SUPPORT	110.41

Totals for Third Party Checks 9 Items 39,449.89

Tax Liabilities	19,571.67
Paylocity Fees	232.77

Grand Total \$ 162,700.60

Consent Agenda Item C-2

Covington City Council Meeting

Date: December 8, 2015

SUBJECT: CONSIDER A PROPOSED ORDINANCE ADOPTING A 2015 BUDGET AMENDMENT

ATTACHMENT(S):

1. Proposed ordinance with exhibits

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

It is the policy of the city and a requirement of the state auditor and state law to correctly report the budget at year end and account for all changes. A budget amendment is required under RCW 35.33.121 if we've received unanticipated revenues, such as grant proceeds, that we intend to spend.

After the November expenditure reports are completed and the financial reports are finalized, staff reviews the year end changes that have occurred in revenues, expenditures, fund balances, and operating transfers. If there are substantive changes that impact the original budget estimates, they are brought forward in the form of amendments to the original budget. This is an annual occurrence due to the changing nature of the budget.

All funds are being amended to reflect the actual audited beginning fund balances. The General Fund, Parks and Recreation Fund, Surface Water Management Fund, and Capital Investment Program Fund are being amended to reflect unanticipated grant proceeds and related expenditures. In addition, the General Fund, Parks and Recreation Fund, Street Fund, Surface Water Management Fund, Capital Investment Program Fund, Cumulative Reserve Fund, Real Estate Excise Tax Fund 1st Qtr, and Real Estate Excise Tax 2nd Qtr Fund are being amended to account for transfers between funds and related expenditures. Lastly, the Parks and Recreation Fund is being amended to account for additional Aquatics revenues and related expenditures.

The employee positions/salary range schedule is also being amended to reflect staffing reclassifications that have occurred during the year. The following positions/ranges have been added to the schedule: Deputy Building Official, Senior Accounting Clerk, and Recreation Lead. No FTEs were added.

Staff recommends that this ordinance be adopted as presented, as it is a fair and accurate assessment of the anticipated year end revenues, expenditures, operating transfers, and fund balances based on current relevant information.

Failure to adopt the budget amendment as presented or to make changes could result in unfavorable audit recommendations and/or findings.

ALTERNATIVES:

1. The Council could elect to postpone or deny adopting this ordinance.
2. The Council could make other amendments to the budget.

FISCAL IMPACT: As noted above

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an Ordinance, in substantial form as that attached hereto, amending the 2015 Budget by amending Ordinance 17-14.

ATTACHMENT 1

ORDINANCE NO. 17-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE 2015 BUDGET BY AMENDING SECTION 2 AND 5 OF ORDINANCE NO. 17-14

WHEREAS, the city passed Ordinance No. 17-14 on December 9, 2014, which approved the city's budget for 2015; and

WHEREAS, the city wishes to adjust beginning estimated fund balances to audited fund balances; and

WHEREAS, the city wishes to appropriate unanticipated grant proceeds and other revenues; and

WHEREAS, the city wishes to adjust transfers between funds;

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

Section 1. The amended budget for the City of Covington, Washington, for the year 2015 is hereby adopted at the fund level in its final form and content, a true and correct copy of which is attached hereto as Exhibit A, and incorporated herein by this reference.

Section 2. Section 2 of Ordinance No. 17-14 is amended to read as follows:

Estimated resources, including fund balances or working capital for each separate fund of the City of Covington and aggregate totals for all such funds combined, for the year 2015 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2015 as set forth below:

<u>FUND</u>	<u>AMOUNT</u>
General Fund	\$13,970,496
Parks and Recreation Fund	3,109,820
Development Services Fund	3,167,165
Street Fund	1,603,274
Surface Water Management Fund	10,713,963
Capital Investment Program	5,932,861
Local Improvement District	35,665
LID Guaranty Fund	35,165
Unemployment Reserve Fund	282,427
Equipment Replacement Fund	1,030,402
Cumulative Reserve Fund	1,422,551

Contingency Fund	421,576
Real Estate Excise Tax Fund 1 st Qtr	340,040
Real Estate Excise Tax Fund 2 nd Qtr	340,040
Long-Term Debt Service Fund	<u>1,276,904</u>
Total All Funds	<u>\$43,682,349</u>

Section 3. Section 5 of Ordinance 17-14 is amended and includes the Amended 2015 Salary Schedule for authorized positions and is attached hereto as Exhibit B and fairly incorporated herein by this reference.

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.

Section 5. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the Council on this 8th day of December, 2015.

Mayor Margaret Harto

PUBLISHED: December 11, 2015

EFFECTIVE: December 16, 2015

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
GENERAL FUND				
REVENUES				
Beginning Fund Balance	\$ 4,176,665	\$ 305,991	\$ 4,482,656	107.3%
Operating Revenues	9,443,985	8,690	9,452,675	100.1%
Operating Transfers In	35,165	-	35,165	100.0%
TOTAL RESOURCES	\$ 13,655,815	\$ 314,681	\$ 13,970,496	102.3%
EXPENDITURES				
Operating Expenses	\$ 7,444,583	\$ 8,690	\$ 7,453,273	100.1%
Operating Transfers Out	3,000,286	79,720	3,080,006	102.7%
Ending Fund Balance	3,210,946	226,271	3,437,217	107.0%
TOTAL USES	\$ 13,655,815	\$ 314,681	\$ 13,970,496	102.3%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
PARKS AND RECREATION FUND				
REVENUES				
Beginning Fund Balance	\$ 224,078	\$ (9,822)	\$ 214,256	95.6%
Operating Revenues	1,366,542	102,348	1,468,890	107.5%
Operating Transfers In	1,274,313	152,361	1,426,674	112.0%
TOTAL RESOURCES	\$ 2,864,933	\$ 244,887	\$ 3,109,820	108.5%
EXPENDITURES				
Operating Expenses	\$ 2,579,499	\$ 254,709	\$ 2,834,208	109.9%
Operating Transfers Out	27,484	-	27,484	100.0%
Ending Fund Balance	257,950	(9,822)	248,128	96.2%
TOTAL USES	\$ 2,864,933	\$ 244,887	\$ 3,109,820	108.5%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
DEVELOPMENT SERVICES FUND				
REVENUES				
Beginning Fund Balance	\$ 2,436,070	\$ (524,068)	\$ 1,912,002	78.5%
Operating Revenues	1,255,163	-	1,255,163	100.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 3,691,233	\$ (524,068)	\$ 3,167,165	85.8%
EXPENDITURES				
Operating Expenses	\$ 1,099,538	\$ -	\$ 1,099,538	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	2,591,695	(524,068)	2,067,627	79.8%
TOTAL USES	\$ 3,691,233	\$ (524,068)	\$ 3,167,165	85.8%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
STREET FUND				
REVENUES				
Beginning Fund Balance	\$ 436,072	\$ 78,419	\$ 514,491	118.0%
Operating Revenues	607,150	-	607,150	100.0%
Operating Transfers In	476,633	5,000	481,633	101.0%
TOTAL RESOURCES	\$ 1,519,855	\$ 83,419	\$ 1,603,274	105.5%
EXPENDITURES				
Operating Expenses	\$ 1,090,313	\$ -	\$ 1,090,313	100.0%
Operating Transfers Out	-	12,600	12,600	0.0%
Ending Fund Balance	429,542	70,819	500,361	116.5%
TOTAL USES	\$ 1,519,855	\$ 83,419	\$ 1,603,274	105.5%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
SURFACE WATER MANAGEMENT FUND				
REVENUES				
Beginning Fund Balance	\$ 7,847,483	\$ 684,107	\$ 8,531,590	108.7%
Operating Revenues	2,170,832	11,541	2,182,373	100.5%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 10,018,315	\$ 695,648	\$ 10,713,963	106.9%
EXPENDITURES				
Operating Expenses	\$ 2,426,170	\$ 11,541	\$ 2,437,711	100.5%
Operating Transfers Out	-	336,386	336,386	0.0%
Ending Fund Balance	7,592,145	347,721	7,939,866	104.6%
TOTAL USES	\$ 10,018,315	\$ 695,648	\$ 10,713,963	106.9%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
CAPITAL INVESTMENT PROGRAM FUND				
REVENUES				
Beginning Fund Balance	\$ 1,848,931	\$ (78,902)	\$ 1,770,029	95.7%
Operating Revenues	1,936,690	1,282,397	3,219,087	166.2%
Operating Transfers In	350,000	593,745	943,745	269.6%
TOTAL RESOURCES	\$ 4,135,621	\$ 1,797,240	\$ 5,932,861	143.5%
EXPENDITURES				
Operating Expenses	\$ 2,793,485	\$ 1,876,142	\$ 4,669,627	167.2%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	1,342,136	(78,902)	1,263,234	94.1%
TOTAL USES	\$ 4,135,621	\$ 1,797,240	\$ 5,932,861	143.5%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
LID FUND				
REVENUES				
Beginning Fund Balance	\$ 250	\$ (250)	\$ -	0.0%
Operating Revenues	35,665	-	35,665	100.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 35,915	\$ (250)	\$ 35,665	99.3%
EXPENDITURES				
Operating Expenses	\$ 500	\$ -	\$ 500	100.0%
Operating Transfers Out	35,165	-	35,165	100.0%
Ending Fund Balance	250	(250)	-	0.0%
TOTAL USES	\$ 35,915	\$ (250)	\$ 35,665	99.3%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
LID GUARANTY FUND				
REVENUES				
Beginning Fund Balance	\$ -	\$ -	\$ -	0.0%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	35,165	-	35,165	100.0%
TOTAL RESOURCES	\$ 35,165	\$ -	\$ 35,165	100.0%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	35,165	-	35,165	100.0%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 35,165	\$ -	\$ 35,165	100.0%

**CITY OF COVINGTON
Proposed Budget Amendments
2015**

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
UNEMPLOYMENT FUND				
REVENUES				
Beginning Fund Balance	\$ 233,227	\$ 1,168	\$ 234,395	100.5%
Operating Revenues	48,032	-	48,032	100.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 281,259	\$ 1,168	\$ 282,427	100.4%
EXPENDITURES				
Operating Expenses	\$ 50,000	\$ -	\$ 50,000	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	231,259	1,168	232,427	100.5%
TOTAL USES	\$ 281,259	\$ 1,168	\$ 282,427	100.4%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
CUMULATIVE RESERVE FUND				
REVENUES				
Beginning Fund Balance	\$ 1,392,129	\$ 9,222	\$ 1,401,351	100.7%
Operating Revenues	8,600	-	8,600	100.0%
Operating Transfers In	-	12,600	12,600	0.0%
TOTAL RESOURCES	\$ 1,400,729	\$ 21,822	\$ 1,422,551	101.6%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	5,000	5,000	0.0%
Ending Fund Balance	1,400,729	16,822	1,417,551	101.2%
TOTAL USES	\$ 1,400,729	\$ 21,822	\$ 1,422,551	101.6%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
REAL ESTATE EXCISE TAX FUND 1ST QTR				
REVENUES				
Beginning Fund Balance	\$ -	\$ 15,320	\$ 15,320	0.0%
Operating Revenues	175,040	149,680	324,720	185.5%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 175,040	\$ 165,000	\$ 340,040	194.3%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	175,040	165,000	340,040	194.3%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 175,040	\$ 165,000	\$ 340,040	194.3%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
LONG-TERM DEBT SERVICE FUND				
REVENUES				
Beginning Fund Balance	\$ -	\$ -	\$ -	0.0%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	1,276,904	-	1,276,904	100.0%
TOTAL RESOURCES	\$ 1,276,904	\$ -	\$ 1,276,904	100.0%
EXPENDITURES				
Operating Expenses	\$ 1,276,904	\$ -	\$ 1,276,904	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 1,276,904	\$ -	\$ 1,276,904	100.0%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
EQUIPMENT REPLACEMENT FUND				
REVENUES				
Beginning Fund Balance	\$ 740,959	\$ 118,547	\$ 859,506	116.0%
Operating Revenues	170,896	-	170,896	100.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 911,855	\$ 118,547	\$ 1,030,402	113.0%
EXPENDITURES				
Operating Expenses	\$ 73,308	\$ -	\$ 73,308	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	838,547	118,547	957,094	114.1%
TOTAL USES	\$ 911,855	\$ 118,547	\$ 1,030,402	113.0%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
CONTINGENCY FUND				
REVENUES				
Beginning Fund Balance	\$ 421,216	\$ 360	\$ 421,576	100.1%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 421,216	\$ 360	\$ 421,576	100.1%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	421,216	360	421,576	100.1%
TOTAL USES	\$ 421,216	\$ 360	\$ 421,576	100.1%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
REAL ESTATE EXCISE TAX FUND 2ND QTR				
REVENUES				
Beginning Fund Balance	\$ -	\$ 15,320	\$ 15,320	0.0%
Operating Revenues	175,040	149,680	324,720	185.5%
Operating Transfers In	-	-	-	0.0%
TOTAL RESOURCES	\$ 175,040	\$ 165,000	\$ 340,040	194.3%
EXPENDITURES				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	175,040	165,000	340,040	194.3%
Ending Fund Balance	-	-	-	0.0%
TOTAL USES	\$ 175,040	\$ 165,000	\$ 340,040	194.3%

	2015 Adopted Budget	2015 Proposed Amendment	2015 Amended Budget	% Change
SUMMARY				
REVENUES				
Beginning Fund Balance	\$ 19,757,080	\$ 615,412	\$ 20,372,492	103.1%
Operating Revenues	17,393,635	1,704,336	19,097,971	109.8%
Operating Transfers In	3,448,180	763,706	4,211,886	122.1%
TOTAL RESOURCES	\$ 40,598,895	\$ 3,083,454	\$ 43,682,349	107.6%
EXPENDITURES				
Operating Expenses	\$ 18,834,300	\$ 2,151,082	\$ 20,985,382	111.4%
Operating Transfers Out	3,448,180	763,706	4,211,886	122.1%
Ending Fund Balance	18,316,415	168,666	18,485,081	100.9%
TOTAL USES	\$ 40,598,895	\$ 3,083,454	\$ 43,682,349	107.6%

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2015

EXHIBIT B

Position	Salary Range Annual		
City Manager	\$ 146,672	-	\$ 175,133
Community Development Director	\$ 116,180	-	\$ 138,726
Finance Director	\$ 116,180	-	\$ 138,726
Parks & Recreation Director	\$ 116,180	-	\$ 138,726
Public Works Director	\$ 116,180	-	\$ 138,726
Chief Building Official	\$ 100,387	-	\$ 119,868
City Engineer	\$ 94,705	-	\$ 113,083
Deputy Finance Director	\$ 94,705	-	\$ 113,083
Development Review Engineer	\$ 84,288	-	\$ 100,645
Deputy Building Official	\$ 84,288	-	\$ 100,645
Senior Information Systems Administrator	\$ 81,902	-	\$ 97,795
City Clerk/Executive Assistant	\$ 79,516	-	\$ 94,946
Personnel Manager	\$ 77,267	-	\$ 92,261
Principal Planner	\$ 77,267	-	\$ 92,261
Senior Accountant	\$ 75,016	-	\$ 89,573
Maintenance Supervisor	\$ 75,016	-	\$ 89,573
Communications & Marketing Manager	\$ 75,016	-	\$ 89,573
Plans Examiner/Building Inspector	\$ 75,016	-	\$ 89,573
Recreation Manager	\$ 75,016	-	\$ 89,573
Senior Planner	\$ 72,892	-	\$ 87,037
Aquatic Supervisor	\$ 70,769	-	\$ 84,502
Surface Water Management Program Coordinator	\$ 68,725	-	\$ 82,062
Permit Center Coordinator	\$ 66,764	-	\$ 79,720
Construction Inspector	\$ 66,764	-	\$ 79,720

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2015

Position	Salary Range Annual		
Parks Planner	\$ 66,764	-	\$ 79,720
Associate Planner/Code Enforcement Officer	\$ 64,873	-	\$ 77,462
Programs Supervisor/Public Works	\$ 64,873	-	\$ 77,462
Accountant I	\$ 62,984	-	\$ 75,208
Engineering Technician/GIS Coordinator	\$ 62,984	-	\$ 75,208
Personnel & Human Services Analyst	\$ 61,201	-	\$ 73,076
Senior Deputy City Clerk	\$ 61,201	-	\$ 73,076
Maintenance Worker	\$ 59,420	-	\$ 70,951
Senior Accounting Clerk	\$ 56,057	-	\$ 66,936
Aquatics Specialist	\$ 52,883	-	\$ 63,145
Athletics Specialist	\$ 52,883	-	\$ 63,145
Executive Department Assistant/Receptionist	\$ 48,478	-	\$ 57,885
Customer Service Specialist	\$ 45,733	-	\$ 54,608
Office Technician II/Executive Office	\$ 45,733	-	\$ 54,608
Management Assistant	\$ 40,702	-	\$ 48,600
Water Safety Instructor II	\$ 35,400	-	\$ 42,269
Specialty Instructor	\$ 33,396	-	\$ 39,877
Water Safety Instructor	\$ 33,396	-	\$ 39,877
Recreation Assistant	\$ 33,396	-	\$ 39,877
Helpdesk Technician I	\$ 29,777	-	\$ 35,555
Engineering/GIS Intern	\$ 29,555	-	\$ 35,291
Finance Assistant	\$ 29,555	-	\$ 35,291
Aquatics Lead	\$ 28,145	-	\$ 33,607
Lifeguard II	\$ 28,145	-	\$ 33,607

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2015

Position	Salary Range Annual
Maintenance Worker (Seasonal)	\$ 27,858 - \$ 33,265
Lifeguard	\$ 26,552 - \$ 31,704
Recreation Lead	\$ 26,552 - \$ 31,704
Referee	\$ 21,370 - \$ 25,517
Recreation Aide	\$12/hr flat rate
Office Assistant	\$12/hr flat rate

Consent Agenda Item C-3

Covington City Council Meeting

Date: December 8, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH ABACO PACIFIC INC. RELATING TO REAL ESTATE SERVICES.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Proposed Agreement for Services – Abaco Pacific Inc.

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works

EXPLANATION:

Abaco Pacific Inc. has provided the city with quality real estate services over the years and their current agreement for services expires on December 31, 2015. It is time for a new contract to be executed to continue the range of services that have been successfully provided. Staff is recommending that council authorize the city manager to execute an agreement for services with Abaco Pacific Inc. for furnishing of professional real estate services to help the city in the process of acquiring real estate parcels for right of way and park purposes and that the city continue its productive relationship with Abaco Pacific Inc.

The attached proposed agreement for services will again act as the master agreement to govern the relationship between the city and Abaco Pacific Inc. Exhibit A to the proposed agreement references rates for services.

ALTERNATIVES:

The council could choose to not authorize the city manager to execute an agreement for services and direct staff to negotiate a new agreement or find a new service provider.

FISCAL IMPACT:

Real estate services are included as part of the right of way costs budgeted in each individual Capital Improvement Project (CIP).

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

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute an Agreement for Services with Abaco Pacific Inc. relating to real estate services, in substantial form as that attached hereto.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is entered into this 8th day of December, 2015, by and between the City of Covington (“City”), a Washington municipal corporation, and Abaco Pacific, Inc. (“Consultant”), a Washington corporation.

RECITALS:

- A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform Real Estate Services on behalf of the citizens of Covington; and
- B. The Consultant has the requisite skill and experience necessary to provide said services; and
- C. The City has selected the Consultant to perform said services; and
- D. The purpose of this Agreement is to establish the terms and conditions under which the Consultant will perform said services.

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

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant does hereby agree to perform on behalf of the City the services more particularly described herein.
2. Scope of Services. Upon written authorization from the City to proceed, the Consultant shall perform the services described on Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”), in a manner consistent with the accepted practices for similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Consultant shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this contract and shall submit a “Statement of Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid” in compliance with RCW 39.12.
3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2017 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant as follows [check applicable method of payment]:

4.1.1 ___ An amount not to exceed \$ _____ calculated on the basis of the hourly rates set forth in Exhibit “B” attached and incorporated herein by this reference;
OR

4.1.2 ___ An amount not to exceed \$ _____; OR

4.1.3 X An amount calculated on the basis of the rates set forth in Exhibit “A” attached and incorporated herein by this reference

4.2. Method of Payment. Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than ten days after City Council approval of the invoiced amount.

4.3 First Invoice. Prior to or along with the first invoice submitted, the Consultant shall return to the City a completed “Request for Taxpayer Identification Number and Certification”, also known as IRS form W-9.

4.4 Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Warranty. The Consultant warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of Covington business license. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant’s failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City’s approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither the City’s review, approval, acceptance of, and/or payment for any services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Consultant shall be delivered to the City. No confidential information obtained or created by Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

7. Independent Contractor. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay or any other benefit of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, sub consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the parties hereto. The Consultant shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

8. Indemnification. To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless the City and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of Consultant, its contractor, and/or employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Consultant, its contractor or employees, agents, volunteers or representatives and the City or its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of Consultant, its contractor or employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Consultant shall assume all costs of defense thereof, including administrative and legal fees incurred by the City, and of all resulting judgments that may be obtained against the City or any of its officers, principals, agents, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, Consultant shall at once cause the same to be dissolved and discharged by giving bond or otherwise. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the City and for that purpose Consultant specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Consultant recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

The provisions of this Section shall survive any expiration or termination of this Agreement.

9. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

9.2 Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.

9.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

9.4 Professional liability insurance covering any negligent professional acts, errors or omissions for which the Consultant is legally responsible and with combined single limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit for damages sustained by reason of or in the course of operation under this Agreement.

The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Consultant's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Books and Records. The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11. Termination.

11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City within five days of the date of termination.

11.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11.3 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation, default, or nonperformance of any provision of this Agreement. The remedies provided in this paragraph shall be in addition to any other remedy the City may have at law or in equity.

12. Discrimination. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Consultant or by the Consultant's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Consultant shall not assign or transfer any interest in this Agreement or subcontract any portion of the services contemplated hereunder without the prior written consent of the City.

14. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized that the Consultant may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Consultant's ability to perform the Services. In the event that the Consultant is asked to perform

services for a project with which it may have a conflict, the Consultant shall immediately disclose such potential conflict to the City. The Consultant agrees to resolve any actual conflicts of interest in favor of the City.

15. Confidentiality. All information regarding the City obtained by the Consultant and designated by the City as confidential in the performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination of this Agreement.

16. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period. This Agreement shall terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of this provision are effectuated.

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

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

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

20. Successors. Subject to the provisions of paragraph 13 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

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

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

22.1 if to the Consultant, to:

Abaco Pacific, Inc.
P.O. Box 1119
North Bend, WA 98045

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

22.2 if to the City, to:

City of Covington
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

23. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

24. Venue. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

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

26. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

27. Survival of Representations. The representations and warranties of the City and the Consultant contained hereto shall survive indefinitely.

28. Independent Counsel. The Consultant acknowledges that the drafter of this Agreement is the City's legal representative to whom the Consultant does not look to for any legal counseling or legal advice with regard to this transaction. The Consultant further acknowledges that it has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Consultant acknowledges that it has consulted with independent legal counsel of its choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

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

EXHIBIT A

Scope of Services

Provide Real Estate Services including but not limited to property evaluation, valuation/appraisal, inspection, negotiation, acquisition, condemnation of certain real property, relocation of certain residences/businesses, owner/tenant representation, brokerage, attend and participate in public meetings, presentations to Council and other officials and provide other professional and related services including but not limited to providing expert witness testimony in mediation, arbitration and trial.

Additionally, provide for required bid and selection process, contract management, project management and oversight of subcontractors for work including but not limited to appraisal, environmental reviews/reports, soils, engineering, business valuation, relocation appraisals and property management services.

Sub Contracted services:

Sub Contracted services shall be approved on an as-needed basis, in advance. Services shall include bid and selection process, project management and oversight of subcontractors for work including but not limited to appraisal, environmental reviews/reports, soils, engineering, business valuation, relocation appraisals and property management services.

Brokerage services:

Brokerage services shall be provided upon request. Fees for brokerage services shall be negotiated on a case-by-case basis and shall be performed under separate listing and sale agreement(s) between the City and Consultant.

Rates:

Professional/Senior technical services:	\$105.00/hour
Expert witness testimony, mediation, arbitration and court appearances: Pre-trial, preparation and follow-up,	\$150.00/hour
Actual mediation, arbitration and/or court time.	\$225.00/hour
Sub-contracted services	Invoiced charges

Overhead rate(s):

An overhead rate of thirty-five (35%) shall be assessed on all services and charges defined above.

Supplies, Equipment and other Direct Expenses:

Charges for certain items shall be made including:

Printing and copying of materials, reports:	\$0.15/page
Blue print/large format copies:	\$2.00/ page
Vehicle Mileage:	\$0.505/mile

Charges for other items not typically furnished will be charged at actual rates. These may include rental equipment, tolls, permits, licenses, fees, aerial photographs, pre-approved travel and extraordinary long distance telephone charges.

Overhead rate(s): Overhead charges will not be assessed on direct expenses defined above.

Consent Agenda Item C-4

Covington City Council Meeting

Date: December 8, 2015

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH OLYMPIC ENVIRONMENTAL RESOURCES RELATING TO RECYCLING COLLECTION EVENTS FOR 2016.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

- 1. Proposed Agreement for Services with Olympic Environmental Resources

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works

EXPLANATION:

The City applied for and received a total of three grants from Washington State Department of Ecology and King County to implement recycling collection events in 2016. Staff selected Olympic Environmental Resources (OER) as the most qualified to perform the work. This proposed contract recognizes the expanded scope of work to include the additional King County grant funds and the addition of adjacent unincorporated King County residents in the 2016 Recycling Collection Events. The agreement is from January 1, 2016 through December 31, 2016. This contract is an integral part of the City of Covington’s recycling element of the overall solid waste management program because the City of Covington does not have adequate staffing or expertise to implement the programs without outside assistance.

ALTERNATIVES:

Choose not to authorize the City Manager to enter into the agreement and thereby decline to implement the recycling collection events with grants from King County and Department of Ecology.

FISCAL IMPACT:

There is no net cost to the City of Covington. By combining funds from three grants, the City is able to provide the recycling programs by contracting with a private company for provision of the services with 100% of the costs, including city staff time, eligible for reimbursement from the various granting agencies.

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

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute an Agreement for Services with Olympic Environmental Resources relating to recycling collection events for 2016, in substantial form as that attached hereto.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is entered into this 8th day of December, 2015, by and between the City of Covington (“City”), a Washington municipal corporation, and Olympic Environmental Resources (“Consultant”), a corporation.

RECITALS:

A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform the coordination of the City of Covington recycling events on behalf of the citizens of Covington; and

B. The Consultant has the requisite skill and experience necessary to provide said services; and

C. The City has selected the Consultant to perform said services; and

D. The purpose of this Agreement is to establish the terms and conditions under which the Consultant will perform said services.

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

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant does hereby agree to perform on behalf of the City the services more particularly described herein.

2. Scope of Services. Upon written authorization from the City to proceed, the Consultant shall perform the services described on Exhibit “A” attached hereto and incorporated herein by this reference (“Services”), in a manner consistent with the accepted practices for similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Consultant shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this contract and shall submit a “Statement of Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid” in compliance with RCW 39.12.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2016 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed \$46,000.

4.2. Method of Payment. Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than ten days after City Council approval of the invoiced amount.

4.3 First Invoice. Prior to or along with the first invoice submitted, the Consultant shall return to the City a completed "Request for Taxpayer Identification Number and Certification", also known as IRS form W-9.

4.4 Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Warranty. The Consultant warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of Covington business license. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant's failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City's approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Consultant shall be delivered to the City. No confidential information obtained or created by Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

7. Independent Contractor. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay or any other benefit of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, sub consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the parties hereto. The Consultant shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

8. Indemnification. To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless the City and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of Consultant, its contractor, and/or employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Consultant, its contractor or employees, agents, volunteers or representatives and the City or its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of Consultant, its contractor or employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Consultant shall assume all costs of defense thereof, including administrative and legal fees incurred by the City, and of all resulting judgments that may be obtained against the City or any of its officers, principals, agents, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, Consultant shall at once cause the same to be dissolved and discharged by giving bond or otherwise. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the City and for that purpose Consultant specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Consultant recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

The provisions of this Section shall survive any expiration or termination of this Agreement.

9. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

9.2 Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.

9.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

9.4 Professional liability insurance covering any negligent professional acts, errors or omissions for which the Consultant is legally responsible and with combined single limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit for damages sustained by reason of or in the course of operation under this Agreement.

The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Consultant's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Books and Records. The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11. Termination.

11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City within five days of the date of termination.

11.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11.3 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation, default, or nonperformance of any provision of this Agreement. The remedies provided in this paragraph shall be in addition to any other remedy the City may have at law or in equity.

12. Discrimination. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Consultant or by the Consultant's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Consultant shall not assign or transfer any interest in this Agreement or subcontract any portion of the services contemplated hereunder without the prior written consent of the City.

14. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized that the Consultant may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Consultant's ability to perform the Services. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, the Consultant shall immediately disclose such potential conflict to the City. The Consultant agrees to resolve any actual conflicts of interest in favor of the City.

15. Confidentiality. All information regarding the City obtained by the Consultant and designated by the City as confidential in the performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination of this Agreement.

16. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period. This Agreement shall terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of this provision are effectuated.

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

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

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

20. Successors. Subject to the provisions of paragraph 13 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

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

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

22.1 if to the Consultant, to:

Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116

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

22.2 if to the City, to:

Shellie Bates
City of Covington
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

23. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

24. Venue. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

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

26. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

27. Survival of Representations. The representations and warranties of the City and the Consultant contained hereto shall survive indefinitely.

28. Independent Counsel. The Consultant acknowledges that the drafter of this Agreement is the City's legal representative to whom the Consultant does not look to for any legal counseling or legal advice with regard to this transaction. The Consultant further acknowledges that it has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Consultant acknowledges that it has consulted with independent legal counsel of its choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

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

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

CITY OF COVINGTON

Regan Bolli, City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

OLYMPIC ENVIRONMENTAL RESOURCES

Paul Devine, General Manager

Scope of Services

This Scope of Work is intended to detail Olympic Environmental Resource's (OER) services and responsibilities in implementing City of Covington Recycling Projects. In 2016, OER will implement two residential Recycling Collection Events, one Business Recycling Collection Event, and one or more Rain Barrel and/or Compost Bin Sales. The proposed projects include:

Residential Recycling Events

The events are tentatively scheduled for spring (April, May) and fall (September, October) of 2016. At one or all events the following materials will be collected and recycled: used tires, used motor oil, bulky yard waste (large material only), scrap wood, appliances (including refrigerators, freezers, household air conditioners, and other appliances), computer/electronic equipment, ferrous metals, nonferrous metals, textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, styrofoam, and other materials whenever practical. OER subcontracts out services to vendors who specialize in the recycling of specific materials. User fees will apply to the collection of some materials. In 2016, the Covington Recycling Collection Events will include area residents living in unincorporated King County.

Business Recycling Event

To address the situation that many Covington businesses have of keeping/storing recyclable materials, the OER will implement a Covington Business Recycling Collection Event. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the OER will implement a one-day event to collect and recycle a variety of materials from Covington businesses. The City will co-host this event with the City of Maple Valley. The Business Recycling Collection Event implementation will be based on availability of grant funds.

Rain Barrel/Compost Bin Distribution

The City will support recycling programs by distributing rain barrels and/or backyard compost bins to City residents. OER will promote distribution of rain barrels and/or backyard compost bins in the residential Recycling Collection Event flyer sent out to City residents. Educational materials on proper set-up and usage of the rain barrels and/or backyard compost bins will be provided. City residents will be charged a user fee of \$25 for each barrel/bin.

OER wishes to involve the Covington staff at the level most comfortable for the City. OER will meet with the City of Covington staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Covington grant funds available from the Seattle-King County Health Department, King County Solid Waste Division, and the

Washington State Department of Ecology. Project grant funds total \$46,000.00 in 2016 and include all items that will be paid for directly by the City, including City staff time.

The specific project activities to be carried out by OER are detailed in the grant scopes of work. OER will cover project expenses as they arise, such as the costs of printing and vendor services. OER will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology.

OER's goal is to conduct events with very limited City staff time and no net City cost. However, there are a number of "official acts" necessary for the City to bring the program on line:

- Sign and submit letters of intent.
- Review and submit program scopes of work.
- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

2016 Covington Recycling Grants

The City of Covington is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2016. The City has applied for the following:

- 1) King County Local Hazardous Waste Management Plan Grant.
2016 grant total - \$9,579.24
- 2) King County Waste Reduction and Recycling Grant Program.
2016 grant total - \$26,371.50
- 3) Washington State Department of Ecology Coordinated Prevention Grant.
2016 grant total - \$7,475.00 (Coordinated by City of Maple Valley)
- 4) Contingency in case additional grant funds come available - \$2,574.26

TOTAL: \$46,000.00

Consent Agenda Item C-5

Covington City Council Meeting

Date: December 8, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE EASEMENT AGREEMENTS IN ASSOCIATION WITH THE CLEMENTS/SE 263RD PL DRAINAGE PROJECT.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Easement Agreement for Parcel 262205-9117
2. Easement Agreement for Parcel 262205-9116
3. Easement Agreement for Parcel 262205-9157
4. Easement Agreement for Parcel 262205-9193
5. Easement Agreement for Parcel 262205-9050

PREPARED BY: Ben Parrish, SWM Program Coordinator

EXPLANATION:

The Clements/SE 263rd Place Drainage Project was identified as a priority project during the 2014 Surface Water Management (SWM) rate study. This project will replace an undersized and failing private conveyance system that connects several stormwater outfalls north of SE 263rd Place to the system on 159th Avenue SE. The new conveyance system will need to be installed in the appropriate easements. In order to acquire the necessary easements, staff requests for the council to authorize the City Manager to execute the attached utility easement agreements with the owners of parcels 262205-9117, 262205-9116, 262205-9157, 262205-9193, and 262205-9050. (See Attachments 1-5)

FISCAL IMPACT:

Costs associated with easement acquisition have been accounted for in the overall project budget. This project is being funded primarily by the King County Flood Control District Sub-Regional Opportunity Fund and Flood Reduction Fund.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

- 1) Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute an easement agreement with the owner of parcel 262205-9117 in association with the Clements/SE 263rd PL Drainage Project, in substantial form as that attached hereto.

- 2) Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute an easement agreement with the owner of parcel 262205-9116 in association with the Clements/SE 263rd PL Drainage Project, in substantial form as that attached hereto.
- 3) Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute an easement agreement with the owner of parcel 262205-9157 in association with the Clements/SE 263rd PL Drainage Project, in substantial form as that attached hereto.
- 4) Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute an easement agreement with the owners of parcel 262205-9193 in association with the Clements/SE 263rd PL Drainage Project, in substantial form as that attached hereto.
- 5) Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute an easement agreement with the owner of parcel 262205-9050 in association with the Clements/SE 263rd PL Drainage Project, in substantial form as that attached hereto.

REVIEWED BY: Finance Director, City Attorney, City Manager

COVER SHEET

Return Address:

City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964

Document Title: EASEMENT AGREEMENT

Reference Numbers:

Grantor: Dimmitt, Joel S.

Grantee: City of Covington

Legal Description: PTN of SE ¼, NE ¼, Sec. 26, T 22 N, R 5 E, W.M

Parcel Number / Property Tax Account Number: 262205-9117

STORM DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____ 20 __, by and between the City of Covington, a municipal corporation of the State of Washington with an address of 16720 SE 271st Street, Suite 100, Covington, WA 98042 ("Grantee"), and Joel S. Dimmitt and their successors ("Grantor"), for a permanent, nonexclusive easement.

WHEREAS, Grantor is the owner of land at parcel no. 262206-9117, legally described in Exhibit "A" attached hereto and incorporated by this reference ("Grantor Property"); and

WHEREAS, Grantee requires an easement for the purpose of constructing, installing, repairing, reconstructing, and maintaining underground storm drainage facilities and appurtenances across and through the Grantor Property at a location more specifically described below;

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

That portion of Lot 'B', King County Boundary Line Adjustment No. S92L0120, Recorded under Recording Number 9208181765, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. in King County, Washington, described as follows:

The East 15 feet of the West 188.5 feet thereof.

Contains: 2,453 Square Feet, more or less.

(the "Easement Area").

A depiction of the storm drainage route through the Easement Area is attached hereto as Exhibit "B" and incorporated herein by reference.

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

1. Said easement is for the purpose of constructing, installing, maintaining, removing, repairing, reconstructing, replacing, and using underground storm drainage facilities and appurtenances across and through the Easement Area for the benefit of the Grantee (the "Storm Drainage Work"), together with the nonexclusive right of access over the remainder of the Grantor Property for the foregoing purposes.
2. Grantor hereby also conveys to Grantee the temporary use of such additional area within fifteen (15) feet adjacent to the boundary of the Easement Area as shall be reasonably required for the construction and maintenance of the storm drainage facilities and appurtenances in the above-described easement.
3. All cost and expense of Storm Drainage Work undertaken in the Easement Area by or at the behest of Grantee shall be paid and borne exclusively by Grantee. Grantee shall keep

Grantor's lands free and clear from any and all liens of whatever nature arising out of any Storm Drainage Work performed, materials furnished, and/or obligations incurred by, on behalf of, or under the direction of, Grantee.

4. Upon completion of any Storm Drainage Work in the Easement Area, Grantee shall repair and restore the landscaping and surface improvements disturbed or removed by Grantee in the course of use of the Easement Area as nearly as practicable to the condition they were found in immediately prior to the Storm Drainage Work performed, all without cost or expense to Grantor.

5. If in the use of the Easement Area Grantee damages other property of Grantor or causes damage to the Easement Area as a result of activity that is not permitted by this Easement Agreement, Grantee shall repair, replace, and restore, at Grantee's sole expense, said damage.

6. Grantor shall retain the right to use the surface of the Easement Area as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any building or structures within the Easement Area; or
- (b) Plant trees, shrubs, or vegetation having deep rooting patterns which may cause damage to or interfere with the storm drainage facilities and appurtenances to be placed within the Easement Area by the Grantee; or
- (c) Place any fill material or perform any excavation within the Easement Area—the surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing; or
- (d) Develop, landscape, or beautify the Easement Area in any way which would unreasonably increase the cost to the Grantee of restoring the Easement Area and any private improvements therein.

In the event that this provision is violated the Grantee shall have the right to require removal of such building, structure, trees, shrubs, vegetation, or other improvements and the same shall be accomplished within a reasonable period of time at the Grantor's sole expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

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

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

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

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

11. The rights, conditions, covenants, and provisions contained in this Easement Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the title to the Grantor Property. This Easement Agreement shall be recorded with the King County Recorder.

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

IN WITNESS WHEREOF the parties have executed this conveyance and Easement Agreement on the date first set forth above.

GRANTOR

By: Joel S. Dimmitt

GRANTEE: CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

ACKNOWLEDGMENT - GRANTOR

STATE OF Washington)
)ss.
COUNTY OF King)

On this day, before me personally appeared _____ to me known
to be the _____ for
_____, and executed this instrument on behalf of
_____ in her/his capacity as
_____ and acknowledged that s/he is authorized to
do so at their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____

EXHIBIT "A"

Legal Description of Grantor Property

That portion of Lot 'B', King County Boundary Line Adjustment No. S92L0120, Recorded under Recording Number 9208181765, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. in King County, Washington.

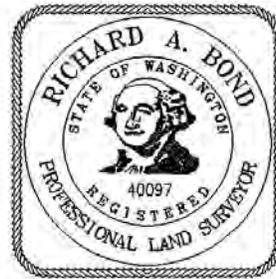
EXHIBIT 'A'

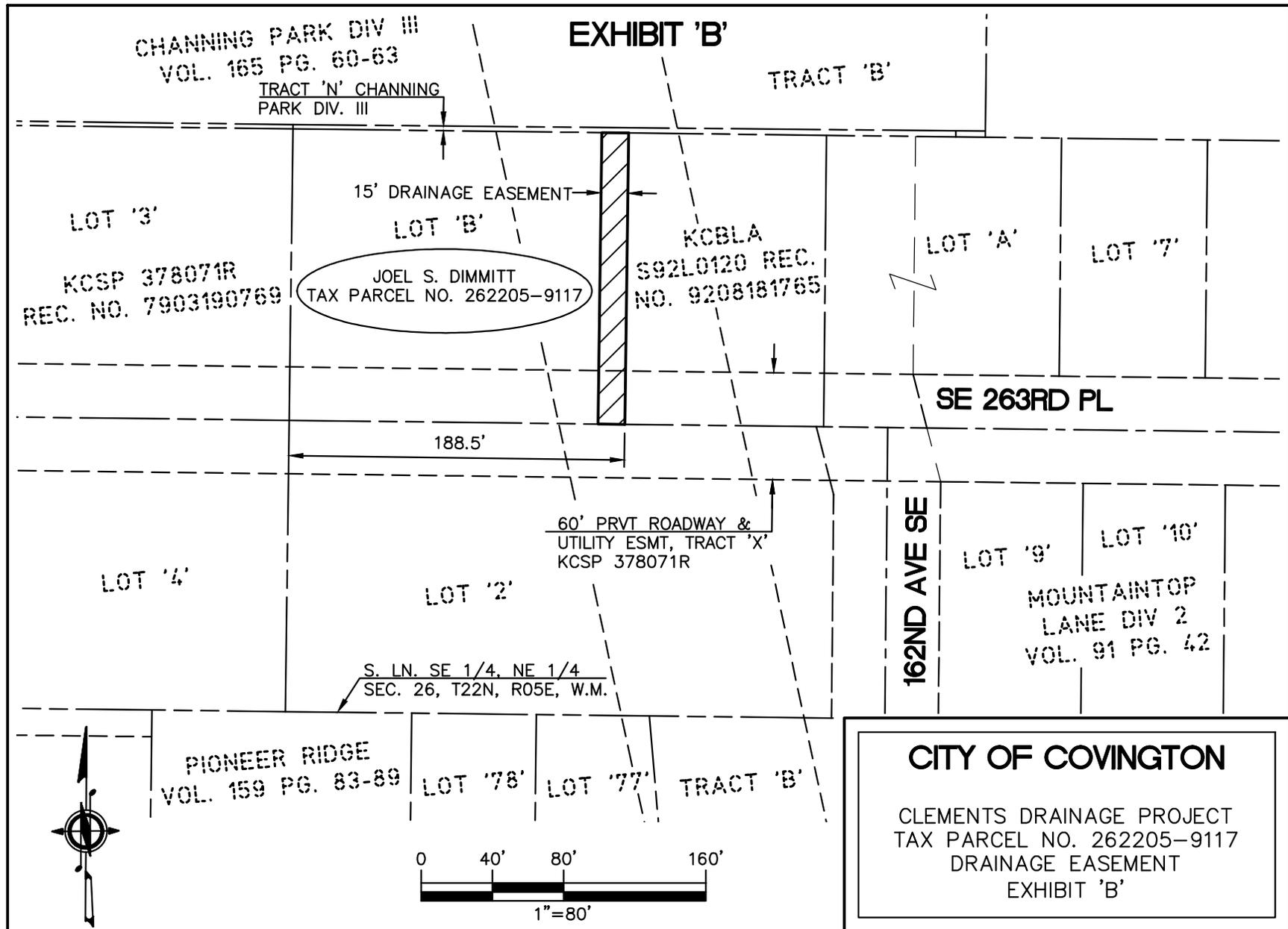
Owner: Joel S. Dimmitt
Parcel No. 262205-9117
Drainage Easement

That portion of Lot 'B', King County Boundary Line Adjustment No. S92L0120, Recorded under Recording Number 9208181765, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. in King County, Washington, described as follows:

The East 15 feet of the West 188.5 feet thereof.

Contains: 2,453 Square Feet, more or less.





COVER SHEET

Return Address:

City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964

Document Title: **EASEMENT AGREEMENT**

Reference Numbers:

Grantor: Romano, Michael S.

Grantee: City of Covington

Legal Description: PTN of SE ¼, NE ¼, Sec. 26, T 22 N, R 5 E, W.M.

Parcel Number / Property Tax Account Number: 262205-9116

STORM DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____ 20 __, by and between the City of Covington, a municipal corporation of the State of Washington with an address of 16720 SE 271st Street, Suite 100, Covington, WA 98042 ("Grantee"), and Michael S. Romano and their successors ("Grantor"), for a permanent, nonexclusive easement.

WHEREAS, Grantor is the owner of land at parcel no. 262206-9116, legally described in Exhibit "A" attached hereto and incorporated by this reference ("Grantor Property"); and

WHEREAS, Grantee requires an easement for the purpose of constructing, installing, repairing, reconstructing, and maintaining underground storm drainage facilities and appurtenances across and through the Grantor Property at a location more specifically described below;

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

That portion of Lot 2, King County Short Plat No. 378071-R, as recorded under recording no. 7903190769, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. in King County, Washington, less the East 60 feet as measured perpendicular to the East property line of said Lot 2, described as follows:

The North 15 feet of the West 188.5 feet thereof.

Contains: 2,828 Square Feet, more or less.

(the "Easement Area").

A depiction of the storm drainage route through the Easement Area is attached hereto as Exhibit "B" and incorporated herein by reference.

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

1. Said easement is for the purpose of constructing, installing, maintaining, removing, repairing, reconstructing, replacing, and using underground storm drainage facilities and appurtenances across and through the Easement Area for the benefit of the Grantee (the "Storm Drainage Work"), together with the nonexclusive right of access over the remainder of the Grantor Property for the foregoing purposes.
2. Grantor hereby also conveys to Grantee the temporary use of such additional area within fifteen (15) feet adjacent to the boundary of the Easement Area as shall be reasonably required for the construction and maintenance of the storm drainage facilities and appurtenances in the above-described easement.
3. All cost and expense of Storm Drainage Work undertaken in the Easement Area by or at

the behest of Grantee shall be paid and borne exclusively by Grantee. Grantee shall keep Grantor's lands free and clear from any and all liens of whatever nature arising out of any Storm Drainage Work performed, materials furnished, and/or obligations incurred by, on behalf of, or under the direction of, Grantee.

4. Upon completion of any Storm Drainage Work in the Easement Area, Grantee shall repair and restore the landscaping and surface improvements disturbed or removed by Grantee in the course of use of the Easement Area as nearly as practicable to the condition they were found in immediately prior to the Storm Drainage Work performed, all without cost or expense to Grantor.

5. If in the use of the Easement Area Grantee damages other property of Grantor or causes damage to the Easement Area as a result of activity that is not permitted by this Easement Agreement, Grantee shall repair, replace, and restore, at Grantee's sole expense, said damage.

6. Grantor shall retain the right to use the surface of the Easement Area as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any building or structures within the Easement Area; or
- (b) Plant trees, shrubs, or vegetation having deep rooting patterns which may cause damage to or interfere with the storm drainage facilities and appurtenances to be placed within the Easement Area by the Grantee; or
- (c) Place any fill material or perform any excavation within the Easement Area—the surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing; or
- (d) Develop, landscape, or beautify the Easement Area in any way which would unreasonably increase the cost to the Grantee of restoring the Easement Area and any private improvements therein.

In the event that this provision is violated the Grantee shall have the right to require removal of such building, structure, trees, shrubs, vegetation, or other improvements and the same shall be accomplished within a reasonable period of time at the Grantor's sole expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

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

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

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

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

11. The rights, conditions, covenants, and provisions contained in this Easement Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the title to the Grantor Property. This Easement Agreement shall be recorded with the King County Recorder.

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

IN WITNESS WHEREOF the parties have executed this conveyance and Easement Agreement on the date first set forth above.

GRANTOR

By: Michael S. Romano

GRANTEE: CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

ACKNOWLEDGMENT - GRANTOR

STATE OF Washington)
)ss.
COUNTY OF King)

On this day, before me personally appeared _____ to me known to be the _____ for _____, and executed this instrument on behalf of _____ in her/his capacity as _____ and acknowledged that s/he is authorized to do so at their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____

EXHIBIT "A"

Legal Description of Grantor Property

That portion of Lot 2, King County Short Plat No. 378071-R, as recorded under recording no. 7903190769, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. in King County, Washington, less the East 60 feet as measured perpendicular to the East property line of said Lot 2.

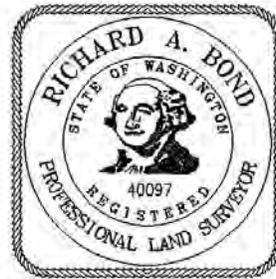
EXHIBIT 'A'

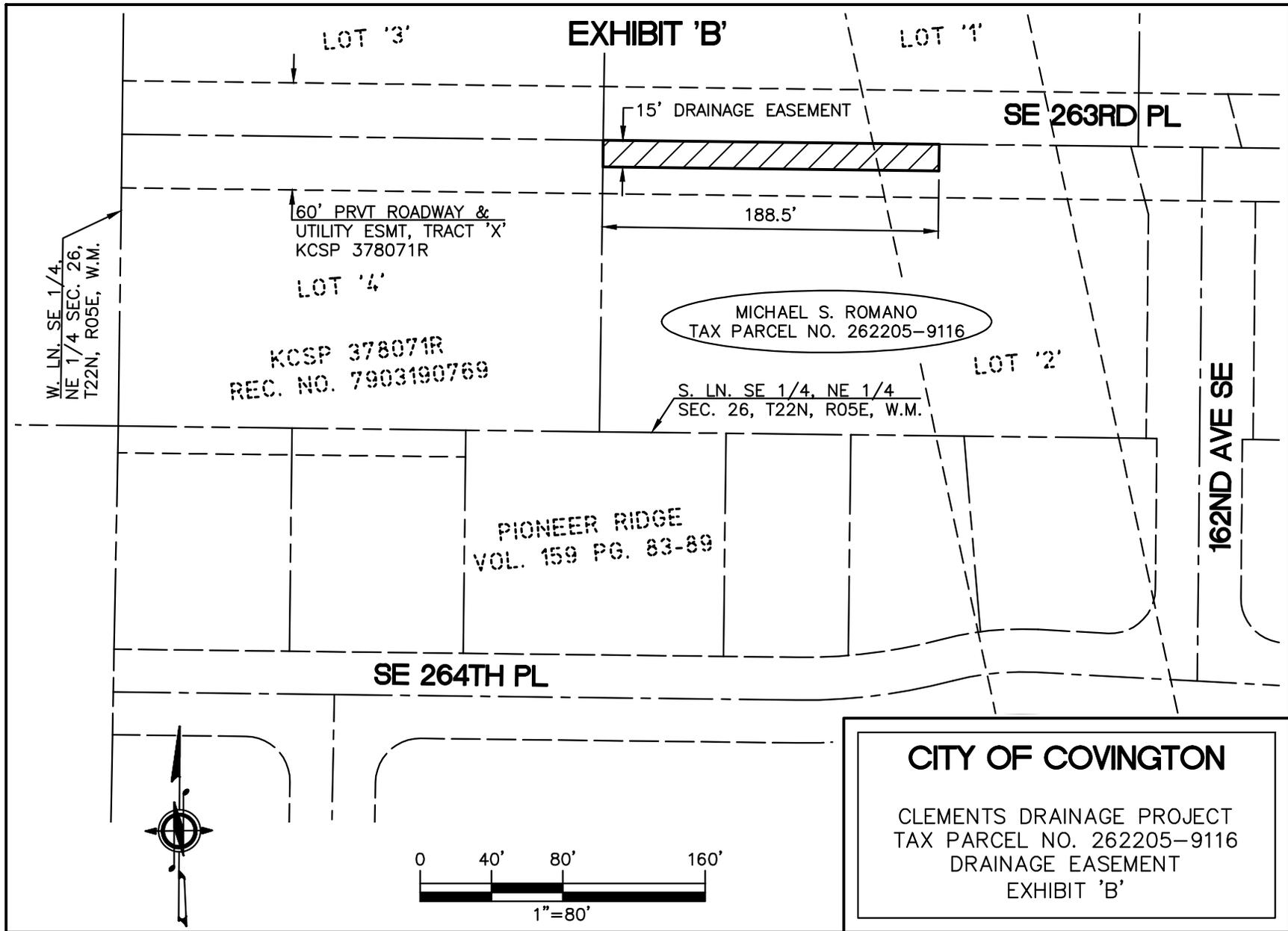
Owner: Michael S. Romano
Parcel No. 262205-9116
Drainage Easement

That portion of Lot 2, King County Short Plat No. 378071-R, as recorded under recording no. 7903190769, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. in King County, Washington, less the East 60 feet as measured perpendicular to the East property line of said Lot 2, described as follows:

The North 15 feet of the West 188.5 feet thereof.

Contains: 2,828 Square Feet, more or less.





COVER SHEET

Return Address:

City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964

Document Title: EASEMENT AGREEMENT

Reference Numbers:

Grantor: Smith, Linda C.

Grantee: City of Covington

Legal Description: PTN of SE ¼, NE ¼, Sec. 26, T 22 N, R 5 E, W.M.

Parcel Number / Property Tax Account Number: 262205-9157

STORM DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____ 20 __, by and between the City of Covington, a municipal corporation of the State of Washington with an address of 16720 SE 271st Street, Suite 100, Covington, WA 98042 ("Grantee"), and Linda C. Smith and their successors ("Grantor"), for a permanent, nonexclusive easement.

WHEREAS, Grantor is the owner of land at parcel no. 262206-9157, legally described in Exhibit "A" attached hereto and incorporated by this reference ("Grantor Property"); and

WHEREAS, Grantee requires an easement for the purpose of constructing, installing, repairing, reconstructing, and maintaining underground storm drainage facilities and appurtenances across and through the Grantor Property at a location more specifically described below;

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

That portion of Lot 4, King County Short Plat No. 378071R, recorded under recording no. 7903190769, Records of King County, Washington, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. described as follows:

The North 15 feet thereof.

Contains: 4,050 Square Feet, more or less.

(the "Easement Area").

A depiction of the storm drainage route through the Easement Area is attached hereto as Exhibit "B" and incorporated herein by reference.

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

1. Said easement is for the purpose of constructing, installing, maintaining, removing, repairing, reconstructing, replacing, and using underground storm drainage facilities and appurtenances across and through the Easement Area for the benefit of the Grantee (the "Storm Drainage Work"), together with the nonexclusive right of access over the remainder of the Grantor Property for the foregoing purposes.
2. Grantor hereby also conveys to Grantee the temporary use of such additional area within fifteen (15) feet adjacent to the boundary of the Easement Area as shall be reasonably required for the construction and maintenance of the storm drainage facilities and appurtenances in the above-described easement.
3. All cost and expense of Storm Drainage Work undertaken in the Easement Area by or at the behest of Grantee shall be paid and borne exclusively by Grantee. Grantee shall keep

Grantor's lands free and clear from any and all liens of whatever nature arising out of any Storm Drainage Work performed, materials furnished, and/or obligations incurred by, on behalf of, or under the direction of, Grantee.

4. Upon completion of any Storm Drainage Work in the Easement Area, Grantee shall repair and restore the landscaping and surface improvements disturbed or removed by Grantee in the course of use of the Easement Area as nearly as practicable to the condition they were found in immediately prior to the Storm Drainage Work performed, all without cost or expense to Grantor.

5. If in the use of the Easement Area Grantee damages other property of Grantor or causes damage to the Easement Area as a result of activity that is not permitted by this Easement Agreement, Grantee shall repair, replace, and restore, at Grantee's sole expense, said damage.

6. Grantor shall retain the right to use the surface of the Easement Area as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any building or structures within the Easement Area; or
- (b) Plant trees, shrubs, or vegetation having deep rooting patterns which may cause damage to or interfere with the storm drainage facilities and appurtenances to be placed within the Easement Area by the Grantee; or
- (c) Place any fill material or perform any excavation within the Easement Area—the surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing; or
- (d) Develop, landscape, or beautify the Easement Area in any way which would unreasonably increase the cost to the Grantee of restoring the Easement Area and any private improvements therein.

In the event that this provision is violated the Grantee shall have the right to require removal of such building, structure, trees, shrubs, vegetation, or other improvements and the same shall be accomplished within a reasonable period of time at the Grantor's sole expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

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

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

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

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

11. The rights, conditions, covenants, and provisions contained in this Easement Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the title to the Grantor Property. This Easement Agreement shall be recorded with the King County Recorder.

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

IN WITNESS WHEREOF the parties have executed this conveyance and Easement Agreement on the date first set forth above.

GRANTOR

By: Linda C. Smith

GRANTEE: CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

ACKNOWLEDGMENT - GRANTOR

STATE OF Washington)
)ss.
COUNTY OF King)

On this day, before me personally appeared _____ to me known to be the _____ for _____, and executed this instrument on behalf of _____ in her/his capacity as _____ and acknowledged that s/he is authorized to do so at their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____

EXHIBIT "A"

Legal Description of Grantor Property

That portion of Lot 4, King County Short Plat No. 378071R, recorded under recording no. 7903190769, Records of King County, Washington, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M.

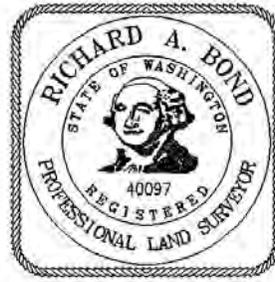
EXHIBIT 'A'

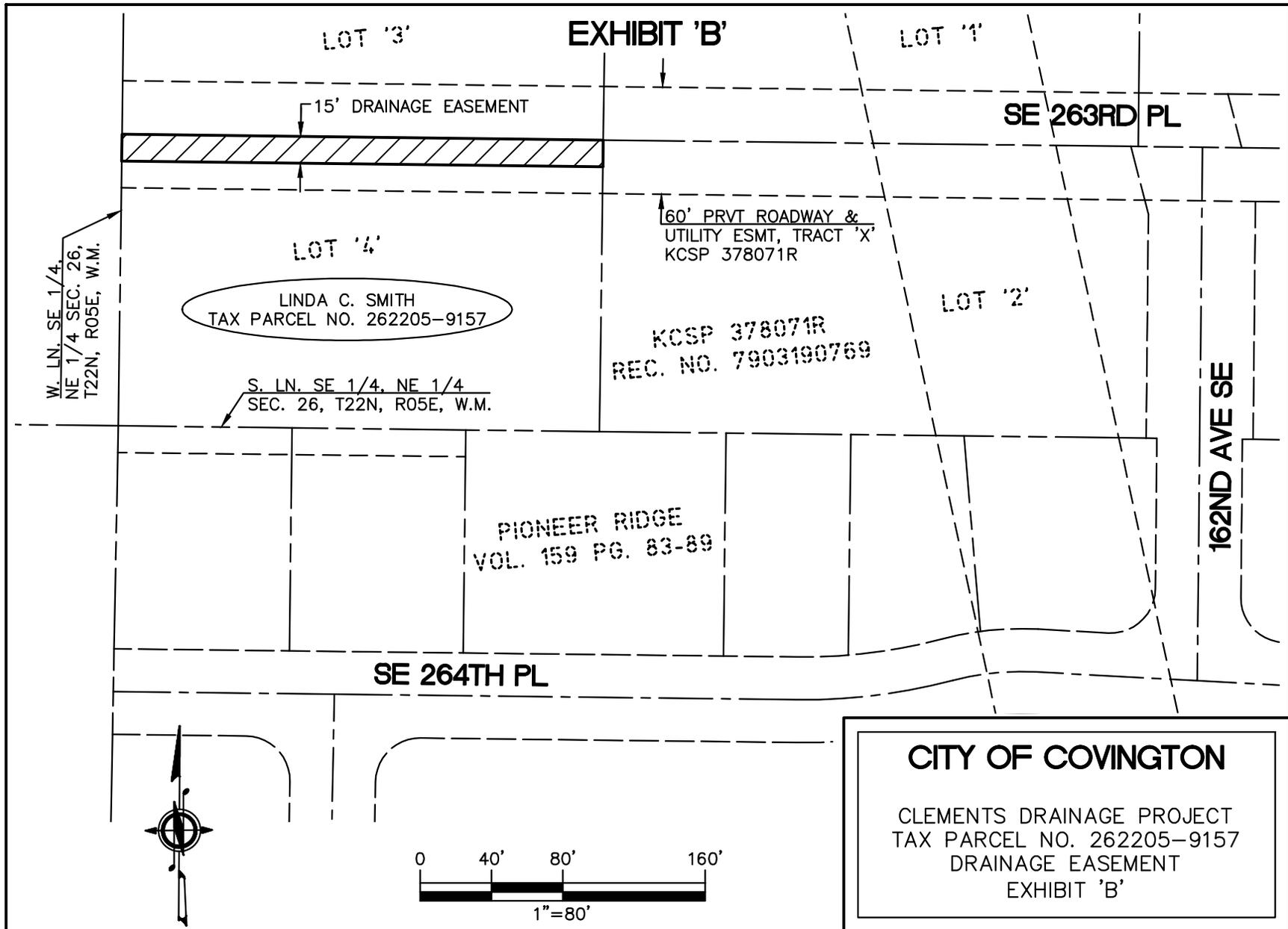
Owner: Linda C. Smith
Parcel No. 262205-9157
Drainage Easement

That portion of Lot 4, King County Short Plat No. 378071R, recorded under recording no. 7903190769, Records of King County, Washington, lying within the Southeast Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. described as follows:

The North 15 feet thereof.

Contains: 4,050 Square Feet, more or less.





COVER SHEET

Return Address:

City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964

Document Title: EASEMENT AGREEMENT

Reference Numbers:

Grantor: Clements, Larry E.
Clements, Sharon L.

Grantee: City of Covington

Legal Description: PTN of SW ¼, NE ¼, Sec. 26, T 22 N, R 5 E, W.M.

Parcel Number / Property Tax Account Number: 262205-9193

STORM DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____ 20 __, by and between the City of Covington, a municipal corporation of the State of Washington with an address of 16720 SE 271st Street, Suite 100, Covington, WA 98042 ("Grantee"), and Larry E. Clements and Sharon L. Clements and each their successors (together the "Grantor"), for a permanent, nonexclusive easement.

WHEREAS, Grantor is the owner of land at parcel no. 262206-9193, legally described in Exhibit "A" attached hereto and incorporated by this reference ("Grantor Property"); and

WHEREAS, Grantee requires an easement for the purpose of constructing, installing, repairing, reconstructing, and maintaining underground storm drainage facilities and appurtenances across and through the Grantor Property at a location more specifically described below;

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

That portion of Lot 'A', City of Covington Boundary Line Adjustment No. BLA03-001, Recorded under Recording No. 20030602900001, Records of King County Washington, lying within the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. described as follows:

The East 15 feet of the South 163.5 feet thereof.

Contains: 2,453 Square Feet, more or less.

(the "Easement Area").

A depiction of the storm drainage route through the Easement Area is attached hereto as Exhibit "B" and incorporated herein by reference.

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

1. Said easement is for the purpose of constructing, installing, maintaining, removing, repairing, reconstructing, replacing, and using underground storm drainage facilities and appurtenances across and through the Easement Area for the benefit of the Grantee (the "Storm Drainage Work"), together with the nonexclusive right of access over the remainder of the Grantor Property for the foregoing purposes.
2. Grantor hereby also conveys to Grantee the temporary use of such additional area within fifteen (15) feet adjacent to the boundary of the Easement Area as shall be reasonably required for the construction and maintenance of the storm drainage facilities and appurtenances in the above-described easement.

3. All cost and expense of Storm Drainage Work undertaken in the Easement Area by or at the behest of Grantee shall be paid and borne exclusively by Grantee. Grantee shall keep Grantor's lands free and clear from any and all liens of whatever nature arising out of any Storm Drainage Work performed, materials furnished, and/or obligations incurred by, on behalf of, or under the direction of, Grantee.

4. Upon completion of any Storm Drainage Work in the Easement Area, Grantee shall repair and restore the landscaping and surface improvements disturbed or removed by Grantee in the course of use of the Easement Area as nearly as practicable to the condition they were found in immediately prior to the Storm Drainage Work performed, all without cost or expense to Grantor.

5. If in the use of the Easement Area Grantee damages other property of Grantor or causes damage to the Easement Area as a result of activity that is not permitted by this Easement Agreement, Grantee shall repair, replace, and restore, at Grantee's sole expense, said damage.

6. Grantor shall retain the right to use the surface of the Easement Area as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any building or structures within the Easement Area; or
- (b) Plant trees, shrubs, or vegetation having deep rooting patterns which may cause damage to or interfere with the storm drainage facilities and appurtenances to be placed within the Easement Area by the Grantee; or
- (c) Place any fill material or perform any excavation within the Easement Area—the surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing; or
- (d) Develop, landscape, or beautify the Easement Area in any way which would unreasonably increase the cost to the Grantee of restoring the Easement Area and any private improvements therein.

In the event that this provision is violated the Grantee shall have the right to require removal of such building, structure, trees, shrubs, vegetation, or other improvements and the same shall be accomplished within a reasonable period of time at the Grantor's sole expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

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

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

9. In case suit or action is commenced by either party, or their successors and/or assigns, to enforce any rights under this Easement Agreement, in addition to costs provided by statute, the substantially prevailing party shall be entitled to an award of attorneys' fees in such sum as the

court may adjudge just and reasonable.

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

11. The rights, conditions, covenants, and provisions contained in this Easement Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the title to the Grantor Property. This Easement Agreement shall be recorded with the King County Recorder.

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

IN WITNESS WHEREOF the parties have executed this conveyance and Easement Agreement on the date first set forth above.

GRANTOR

By: Larry E. Clements

By: Sharon L. Clements

GRANTEE: CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

ACKNOWLEDGMENT - GRANTOR

STATE OF Washington)
)ss.
COUNTY OF King)

On this day, before me personally appeared _____ to me known
to be the _____ for
_____, and executed this instrument on behalf of
_____ in her/his capacity as
_____ and acknowledged that s/he is authorized to
do so at their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____

STATE OF Washington)
)ss.
COUNTY OF King)

On this day, before me personally appeared _____ to me known
to be the _____ for
_____, and executed this instrument on behalf of
_____ in her/his capacity as
_____ and acknowledged that s/he is authorized to
do so at their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____

EXHIBIT "A"

Legal Description of Grantor Property

That portion of Lot 'A', City of Covington Boundary Line Adjustment No. BLA03-001, Recorded under Recording No. 20030602900001, Records of King County Washington, lying within the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M.

EXHIBIT 'A'

Owner: Larry E. and Sharon L. Clements
Parcel No. 262205-9193
Drainage Easement

That portion of Lot 'A', City of Covington Boundary Line Adjustment No. BLA03-001, Recorded under Recording No. 20030602900001, Records of King County Washington, lying within the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. described as follows:

The East 15 feet of the South 163.5 feet thereof.

Contains: 2,453 Square Feet, more or less.

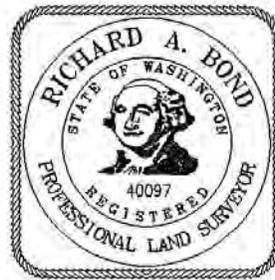


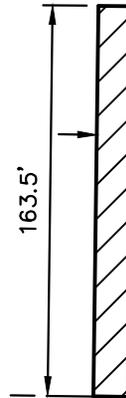
EXHIBIT 'B'

LOT 'A'
BLA REC. NO.
2003060290001

LARRY E. & SHARON L. CLEMENTS
TAX PARCEL NO.: 262205-9193

E. LN. SE 1/4, SW 1/4,
NE 1/4 SEC. 26, T22N,
R05E, W.M.

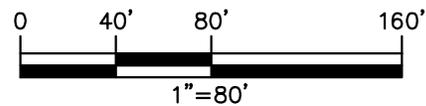
S. LN. SE 1/4, SW 1/4,
NE 1/4 SEC. 26, T22N,
R05E, W.M.



15' DRAINAGE EASEMENT

CITY OF COVINGTON

CLEMENTS DRAINAGE PROJECT
TAX PARCEL NO. 262205-9193
DRAINAGE EASEMENT
EXHIBIT 'B'



COVER SHEET

Return Address:

City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964

Document Title: **EASEMENT AGREEMENT**

Reference Numbers:

Grantor: Clements, Larry E.

Grantee: City of Covington

Legal Description: PTN of NW ¼, SE ¼, Sec. 26, T 22 N, R 5 E, W.M.

Parcel Number / Property Tax Account Number: 262205-9050

STORM DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____ 20 __, by and between the City of Covington, a municipal corporation of the State of Washington with an address of 16720 SE 271st Street, Suite 100, Covington, WA 98042 ("Grantee"), and Larry E. Clements and their successors ("Grantor"), for a permanent, nonexclusive easement.

WHEREAS, Grantor is the owner of land at parcel no. 262206-9050, legally described in Exhibit "A" attached hereto and incorporated by this reference ("Grantor Property"); and

WHEREAS, Grantee requires an easement for the purpose of constructing, installing, repairing, reconstructing, and maintaining underground storm drainage facilities and appurtenances across and through the Grantor Property at a location more specifically described below;

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

That portion of the hereinafter described Parcel 'A', lying within the Northwest Quarter of the Southeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. described as follows:

The North 15 feet of said Parcel 'A';
EXCEPT the West 123 feet thereof.

ALSO the East 15 feet of the West 123 feet of said Parcel 'A'

Contains: 9,538 Square Feet, more or less

(the "Easement Area").

A depiction of the storm drainage route through the Easement Area is attached hereto as Exhibit "B" and incorporated herein by reference.

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

1. Said easement is for the purpose of constructing, installing, maintaining, removing, repairing, reconstructing, replacing, and using underground storm drainage facilities and appurtenances across and through the Easement Area for the benefit of the Grantee (the "Storm Drainage Work"), together with the nonexclusive right of access over the remainder of the Grantor Property for the foregoing purposes.
2. Grantor hereby also conveys to Grantee the temporary use of such additional area within fifteen (15) feet adjacent to the boundary of the Easement Area as shall be reasonably required for the construction and maintenance of the storm drainage facilities and appurtenances in the above-described easement.

3. All cost and expense of Storm Drainage Work undertaken in the Easement Area by or at the behest of Grantee shall be paid and borne exclusively by Grantee. Grantee shall keep Grantor's lands free and clear from any and all liens of whatever nature arising out of any Storm Drainage Work performed, materials furnished, and/or obligations incurred by, on behalf of, or under the direction of, Grantee.

4. Upon completion of any Storm Drainage Work in the Easement Area, Grantee shall repair and restore the landscaping and surface improvements disturbed or removed by Grantee in the course of use of the Easement Area as nearly as practicable to the condition they were found in immediately prior to the Storm Drainage Work performed, all without cost or expense to Grantor.

5. If in the use of the Easement Area Grantee damages other property of Grantor or causes damage to the Easement Area as a result of activity that is not permitted by this Easement Agreement, Grantee shall repair, replace, and restore, at Grantee's sole expense, said damage.

6. Grantor shall retain the right to use the surface of the Easement Area as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any building or structures within the Easement Area; or
- (b) Plant trees, shrubs, or vegetation having deep rooting patterns which may cause damage to or interfere with the storm drainage facilities and appurtenances to be placed within the Easement Area by the Grantee; or
- (c) Place any fill material or perform any excavation within the Easement Area—the surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing; or
- (d) Develop, landscape, or beautify the Easement Area in any way which would unreasonably increase the cost to the Grantee of restoring the Easement Area and any private improvements therein.

In the event that this provision is violated the Grantee shall have the right to require removal of such building, structure, trees, shrubs, vegetation, or other improvements and the same shall be accomplished within a reasonable period of time at the Grantor's sole expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

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

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

9. In case suit or action is commenced by either party, or their successors and/or assigns, to enforce any rights under this Easement Agreement, in addition to costs provided by statute, the substantially prevailing party shall be entitled to an award of attorneys' fees in such sum as the

court may adjudge just and reasonable.

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

11. The rights, conditions, covenants, and provisions contained in this Easement Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the title to the Grantor Property. This Easement Agreement shall be recorded with the King County Recorder.

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

IN WITNESS WHEREOF the parties have executed this conveyance and Easement Agreement on the date first set forth above.

GRANTOR

By: Larry E. Clements

GRANTEE: CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

ACKNOWLEDGMENT - GRANTOR

STATE OF Washington)
)ss.
COUNTY OF King)

On this day, before me personally appeared _____ to me known to be the _____ for _____, and executed this instrument on behalf of _____ in her/his capacity as _____ and acknowledged that s/he is authorized to do so at their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____

EXHIBIT "A"

Legal Description of Grantor Property

The North 4 Acres of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 26, Township 22 North, Range 5 East, Willamette Meridian, King County, Washington.

LESS the West 1 Acre.

EXHIBIT 'A'

Owner: Larry E. and Sharon L. Clements
Parcel No. 262205-9050
Drainage Easement

That portion of the hereinafter described Parcel 'A', lying within the Northwest Quarter of the Southeast Quarter of Section 26, Township 22 North, Range 5 East, W.M. described as follows:

The North 15 feet of said Parcel 'A';
EXCEPT the West 123 feet thereof.

ALSO the East 15 feet of the West 123 feet of said Parcel 'A'

Contains: 9,538 Square Feet, more or less.

Parcel 'A'

The North 4 Acres of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 26, Township 22 North, Range 5 East, Willamette Meridian, King County, Washington.

LESS the West 1 Acre.

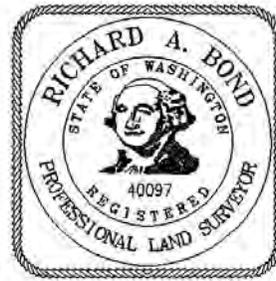
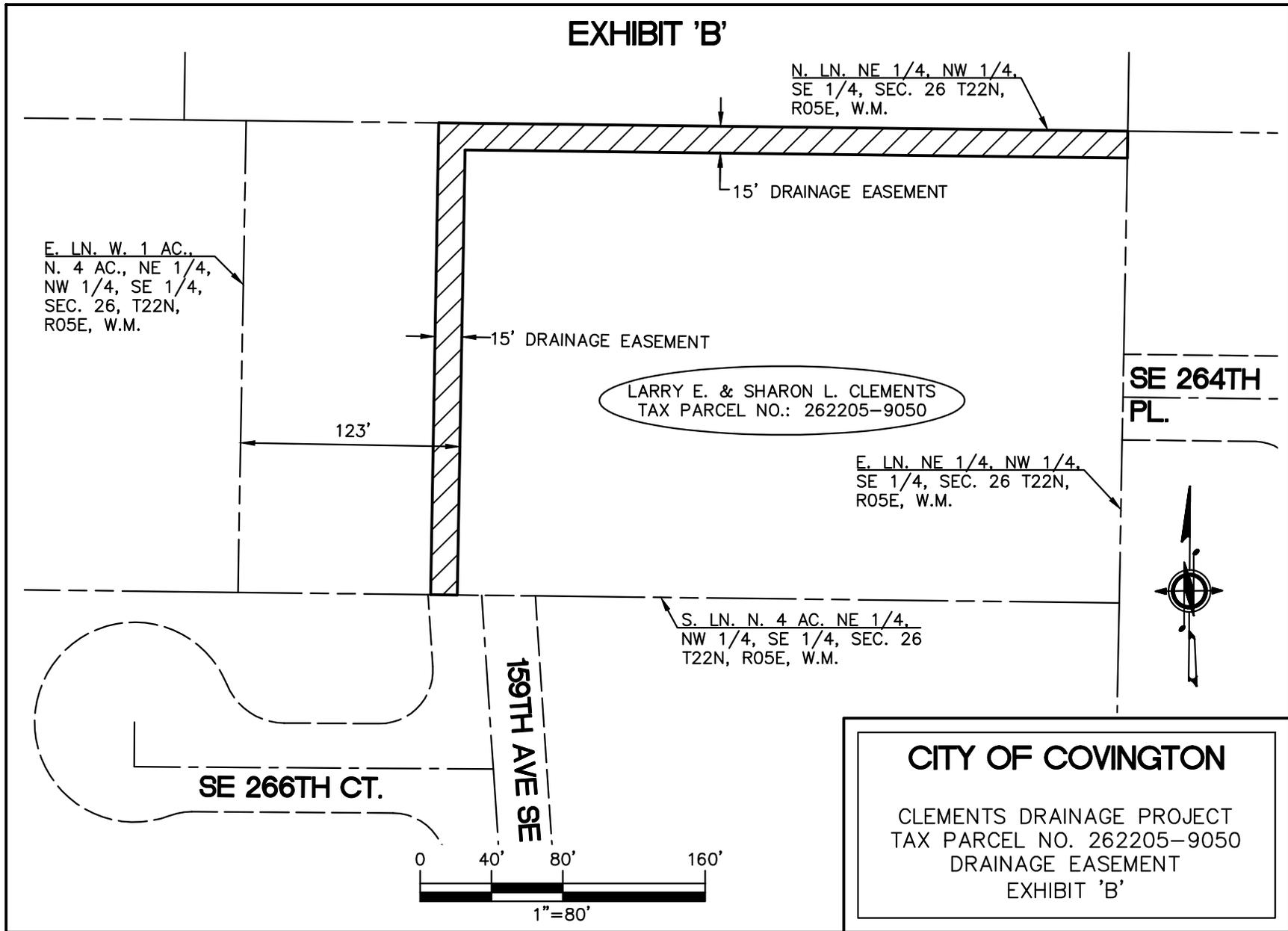


EXHIBIT 'B'



Consent Agenda Item C-6

Covington City Council Meeting

Date: December 8, 2015

SUBJECT: CONSIDER AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF MAPLE VALLEY, COVINGTON, AND BLACK DIAMOND FOR JOINT PUBLIC WORKS OPERATIONS AND COOPERATIVE PURCHASING

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Second Amendment to the Interlocal Agreement Between the Cities of Maple Valley, Covington, and Black Diamond for Joint Public Works Operations and Cooperative Purchasing

PREPARED BY: Shellie Bates, Programs Supervisor

EXPLANATION:

On May 10, 2011 the City Council approved the Interlocal Agreement between the Cities of Maple Valley, Covington, and Black Diamond for Joint Public Works Operations and Cooperative Purchasing (the "ILA"). Covington and Maple Valley have since utilized the ILA to facilitate several public works projects.

Upon further review, and with the idea that additional jurisdictions may choose to enter into the ILA, the city attorneys of Covington, Black Diamond, and Maple Valley drafted the first amendment to the original ILA. On December 13, 2011 the City Council approved the first amendment. The amendment is limited to liability issues and does not change the purpose, function, or structure of the ILA. Specifically, the indemnity language was updated with mutual indemnification language, the insurance requirements have been simplified, and an additional worker injury claims provision was added.

This Interlocal Agreement is due to expire on December 31, 2015. Public Works staff is requesting to extend the term of the Interlocal Agreement for an additional five years to end on December 31, 2020.

ALTERNATIVES:

Not approve the amendment.

FISCAL IMPACT:

The proposed amendment has no fiscal impact.

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

Councilmember _____ moves, Councilmember _____ seconds to authorize the City Manager to execute a Second Amendment to the Interlocal Agreement between the Cities of Maple Valley, Covington, and Black Diamond for Joint Public Works Operations and Cooperative Purchasing, in substantial form as that attached hereto, to extend the term to December 31, 2020.

REVIEWED BY: City Manager; City Attorney, Finance Director

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF MAPLE VALLEY, COVINGTON
AND BLACK DIAMOND FOR JOINT PUBLIC WORKS OPERATIONS AND
COOPERATIVE PURCHASING**

This amendment ("Amendment") further amends the **Interlocal Agreement between the cities of Maple Valley, Covington and Black Diamond for joint Public Works operations and cooperative purchasing** ("Agreement"), executed on June 15, 2011 and as amended on February 10, 2012, pursuant to Section 6 of said Agreement, as follows:

1. Term of Agreement. Section 6 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2020.

All other provisions of the Agreement shall remain in full force and effect.

Dated this ____ day of December, 2015.

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

CITY OF COVINGTON:

By: _____
 Print Name: Regan Bolli
 Its: City Manager

DATE: _____

APPROVED AS TO FORM ONLY:

 Sara Springer, City Attorney

CITY OF MAPLE VALLEY:

By: _____
 Print Name: David W. Johnston
 Its: City Manager

DATE: _____

APPROVED AS TO FORM ONLY:

 Patricia Taraday, City Attorney

CITY OF BLACK DIAMOND:

By: _____
 Print Name: Carol Benson
 Its: Mayor

DATE: _____

APPROVED AS TO FORM ONLY:

 Carol A. Morris, City Attorney

Consent Agenda Item C-7
Consent Agenda Covington City Council
Date: December 8, 2015

SUBJECT: CONTRACT AMENDMENT FOR COMPREHENSIVE PLAN UPDATE WITH STALZER & ASSOCIATES

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENTS:

1. Contract Amendment for Stalzer & Associates
2. Letter from Stalzer & Associates Detailing Additional Services Needed and Cost Increase

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

Our original contract with Stalzer and Associates for the Comprehensive Plan Update is scheduled to end on December 31, 2015. We need to extend the contract an additional month through January 31, 2016 to account for additional time to secure City Council approval after your public hearing on January 12, 2016 and submission of our Plan to Puget Sound Regional Council (PSRC) for certification. In addition, the work required on the Comprehensive Plan Update to meet State Department of Commerce and PSRC requirements in the Transportation Element and the Capital Facilities Plan (CFP) Element has increased beyond what was envisioned under the original contract. Thus, it is necessary to amend our consultant contract to allow for an \$8,767 increase in budget costs from \$96,000 to \$104,767 that were not envisioned and are unavoidable to meet State Growth Management Act (GMA) requirements.

Attached are a contract amendment (See Attachment 1) reflecting these two changes and a letter from Stalzer and Associates (See Attachment 2) outlining the additional work necessary with associated costs with the \$8767 contract budget increase. The vast majority of the work and budget increase falls within the Transportation Existing Conditions and Element and the Capital Facilities Plan (CFP) Element. Staff seeks council approval to authorize the City Manager to sign the contract Amendment #1 with Stalzer and Associates to extend the time period of the contract one month through January 31, 2016 and to increase the contract budget amount by \$8767.

CITY COUNCIL ACTION: _____Ordinance _____Resolution _____Motion X Other

Council member _____ moves, Council member _____ seconds, to approve the contract amendment #1 to Contract 1378-15 with Stalzer and Associates for the Comprehensive Plan Update increasing the budget \$8,767 and extending the contract effective date to January 31, 2016, in substantial form as that attached hereto, and authorizing the City Manager to sign said contract amendment.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
CONTRACT FOR SERVICES

ATTACHMENT 1

Amendment # 1

Between the City of Covington and Stalzer & Associates

That portion of Contract No. 1378-15 between the City of Covington and Stalzer & Associates, approved on April 28, 2015 in an amount not to exceed ninety six thousand dollars (\$96,000), and set to expire on December 31, 2015, is amended as follows:

1. Section 2 Term of Agreement: The effective date shall be changed through and until January 31, 2016.
2. Section 3 Compensation and Method of Payment: The total amount paid under this agreement shall be changed to not exceed one hundred four thousand seven hundred sixty seven dollars (\$104,767).

All other provisions of the contract shall remain in full force and effect.

Dated this 8th day of December, 2015.

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

CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

Attest:

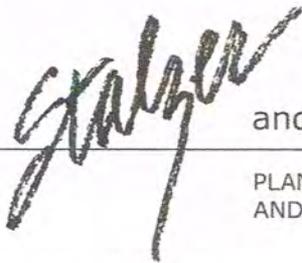
Approved as to form only:

Sharon Scott, City Clerk

Sara Springer, City Attorney

CONSULTANT

By: Bill Stalzer
Its: Owner



and Associates

PLANNING, LAND USE
AND DEVELOPMENT SERVICES

ATTACHMENT 2

December 2, 2015

Richard Hart, AICP, Director
Department of Community Development
City of Covington
16720 SE 271st Street, Suite 100
Covington, Washington 16720

Re: Budget Adjustment for Comprehensive Plan Update

Dear Richard:

As I noted in my November 17th cover letter to the September and October invoices, the scope of services for updating the city's Comprehensive Plan has expanded beyond that contained in Consultant Agreement, Contract No. 1378-15. As we have discussed, the reasons and projected costs for the expanded services include:

Transportation Existing Conditions and Element (\$5,200)

- Detailed review of the federal functional classifications and previous City functional classification systems for the roadway system, development of recommendations and a process for reconciling the two systems, and coordination with City staff in implementing that process.
- Detailed review of the previously-developed corridor-based roadway concurrency process, including assessment of whether the application of the process met the City's objectives for roadway operations and identification of improvement projects, documentation of that review, and coordination with City staff to revise the process to better meet City objectives.
- Detailed review of the previously-developed walkway, bikeway and transit level of service processes, including assessment of whether their application met the City's objectives for identification of non-motorized and transit deficiencies and potential improvement projects, documentation of that review, coordination with City staff to revised the processes to better meet City objectives.

CFP (\$5,165) and Parks (\$2,085) Elements and Existing Conditions

- Additional services on the Capital Facilities Existing Conditions, Element and Appendix due to inconsistent data from the city and numerous iterations of cost calculations
- Additional services on the Parks Existing Conditions and Element due to unanticipated new and frequently conflicting information

Natural Environment Element (\$1,077)

- Numerous revisions due to transmittal of incorrect versions of the Element

SEPA (\$500) and Local Adoption (\$575)

- Assistance on the SEPA process and with a response to PSRC concerns

Sequence and Schedule and Project Expenses (\$580)

- Additional project costs

Given the total of the above costs (\$15,132) and the remaining maximum project budget balance at the end of October (\$6,365.40), I estimate that we need a budget increase of \$8,767, thereby raising the total amount in the contract from \$96,000 to \$104,767.

Please contact me if you have any questions or concerns about the budget adjustment.

Sincerely,

Bill Stalzer

Agenda Item 1

Covington City Council Meeting

Date: December 8, 2015

SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY REGARDING THE COVINGTON CITY COUNCIL'S PROPOSED ORDINANCE ADOPTING THE KENT SCHOOL DISTRICT SIX-YEAR CAPITAL FACILITIES PLAN FOR 2015-2021.

CONSIDER PROPOSED ORDINANCE ADOPTING THE KENT SCHOOL DISTRICT SIX-YEAR CAPITAL FACILITIES PLAN FOR 2015-2021 AND AMENDING THE CAPITAL FACILITIES ELEMENT OF THE COVINGTON COMPREHENSIVE PLAN TO INCLUDE THE SAME.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Proposed Ordinance No. XX-15 Adopting the Kent School District Six-Year Capital Facilities Plan for 2015-2021 and Amending the Capital Facilities Element of the Covington Comprehensive Plan to Include the Same.
 - Exhibit A: Kent School District Six-Year Capital Facilities Plan for 2015-2021

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

The Kent School District ("District"), serving the citizens of Covington, has a Six-Year Capital Facilities Plan ("CFP") that is incorporated by reference as a sub-element of the City of Covington's Comprehensive Plan. The state Growth Management Act (GMA) and CMC 18.120.020 (2)-(3) requires local governments planning under GMA to annually adopt their school districts' 6-year Capital Facilities Plan (CFP) and incorporate that document into their local Comprehensive Plan.

The District has adopted an update to their CFP for 2015-2021. (See Exhibit A) Based upon enrollment forecasts, current inventory and capacity, current standard of service, relocatable capacity, and costs for facilities and improvements, the District anticipates having sufficient capacity to house students over the next six years.

Pursuant to CMC 18.120.020(2)-(3), the city must adopt by reference the District's updated CFP for 2015-2021 as part of the city's Capital Facilities Element of our Comprehensive Plan. Attachment 1 is the proposed ordinance to adopt their CFP. (See Exhibit A)

OPTIONS: 1) Adopt the Kent School District CFP as presented and requested by the District.
2) Do not adopt the CFP and request further information from the District.

STAFF RECOMMENDATION: Staff recommends that council adopt the Kent School District CFP for 2015-2021 as presented.

FISCAL IMPACT: None

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an Ordinance, in substantial form as that attached hereto, adopting the updated Kent School District Six-Year Capital Facilities Plan for 2015-2021 and amending the Capital Facilities Element of the City's Comprehensive Plan to include the same.

REVIEWED BY: City Manager
City Attorney
Finance Director

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE KENT SCHOOL DISTRICT SIX-YEAR CAPITAL FACILITIES PLAN FOR 2015-2021 AMENDING THE CAPITAL FACILITIES ELEMENT OF THE COVINGTON COMPREHENSIVE PLAN TO INCLUDE THE SAME; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Kent School District (“District”) has prepared a capital facilities plan in compliance with the Growth Management Act that has previously been adopted by the City of Covington (“City”) within the Capital Facilities Element of the City’s Comprehensive Plan; and

WHEREAS, Section 18.120.020 of the Covington Municipal code (“CMC”) authorizes the City to adopt a district’s capital facilities plan by reference as part of the Capital Facilities Element of the City’s Comprehensive Plan; and

WHEREAS, the District has recently adopted an updated Six-Year Capital Facilities Plan for 2015-2021 (the “Plan”) and submitted their updated Plan to the City; and

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

WHEREAS, RCW 36.70A.130 (2)(a)(iv) allows amendment of the capital facilities element of a comprehensive plan if done concurrently with the adoption or amendment of a city’s budget; and

WHEREAS, upon providing appropriate public notice, the Covington City Council conducted a public hearing on December 8, 2015, to receive testimony regarding the proposed amendment to the Capital Facilities Element of the City’s Comprehensive Plan, and the proposed City 2016 budget; and

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

Section 1. Adoption. The City hereby adopts the Kent School District Six-Year Capital Facilities Plan for 2015-2021, as set forth in Exhibit A attached and incorporated herein by this reference.

Section 2. Amendment. The City hereby amends the Capital Facilities Element of the City’s Comprehensive Plan to include the updated Kent School District Six-Year Capital Facilities Plan for 2015-2021, replacing the District’s previously adopted capital facilities plan.

Section 3. Severability. 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.

Section 4. Corrections. Upon approval of the city attorney, the city clerk and/or code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Effective Date. 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.

PASSED by the City Council of the City of Covington on the 8th day of December, 2015.

Mayor Margaret Harto

ATTESTED:

PUBLISHED: 12-11-15
EFFECTIVE: 12-16-15

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Kent School District

Capital Facilities Plan

2015-2016 - 2020-2021



June 2015

Kent School District

SIX - YEAR CAPITAL FACILITIES PLAN

2015-2016 ~ 2020-2021

June 2015

Kent School District No. 415
12033 SE 256th Street
Kent, Washington 98030-6643
(253) 373-7295



BOARD of DIRECTORS

Ms. Karen DeBruler, President
Ms. Deborah Straus, Vice President
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Ms. Maya Vengadasalam, Director

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Dr. Calvin J. Watts
Superintendent of Schools

Dr. Richard A. Stedry, Chief Business Officer
Ralph Fortunato, CSBS, Director of Fiscal Services
Fred Long, Director of Facilities Services

Kent School District

Six-Year Capital Facilities Plan

Table of Contents

Section	Page Number
I Executive Summary	2
II Six-Year Enrollment Projection & History	4
III District Standard of Service	9
IV Inventory, Capacity & Maps of Existing Schools	12
V Six-Year Planning & Construction Plan – Site Map	15
VI Portable Classrooms	18
VII Projected Classroom Capacity	19
VIII Finance Plan, Cost Basis and Impact Fee Schedules	24
IX Summary of Changes to Previous Plan	32
X Appendixes	33

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 capital 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, Renton, Auburn, Black Diamond, Maple Valley, and SeaTac. This annual Plan update was prepared using data available in the spring of 2015 for the 2014-2015 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. This Plan has also been submitted to cities of Black Diamond, Maple Valley, and SeaTac for their information and inclusion in their Comprehensive Plans.

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, Renton and Auburn must also adopt this Plan and their own school impact fee ordinances.

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. Portables 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 state's mandated reduction of class size to meet the standard of service for Kent School District. Portables provide additional transitional capacity.

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 Board of Directors approved Full Day Kindergarten ("FDK") for all Elementary Schools in 2011-12 and FDK projections are used to forecast Kindergarten enrollment in future years.

The District received authorization from the Office of Superintendent of Public Instruction to temporarily re-open the former Kent Elementary School at 317 Fourth Ave South in Kent. This facility will be used to house the kindergarten and early child education classes for both Kent and Neely-O'Brien Elementary Schools to alleviate overcrowding at those schools. This building re-opened in fall 2014 as the Kent Valley Early Learning Center.

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 portables.

A financing plan is included in Section VIII 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 impact fee schedules adjusted accordingly.

II Six - Year Enrollment Projection

For capital facilities planning, enrollment growth projections are based on cohort survival and student yield from documented residential construction projected over the next six years. (See Table 2, page 8) The student generation factor is the basis for the growth projections from new developments. (See Page 5)

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, page 7) 8.98% of 24,514 King County live births in 2010 is projected for 2,202 students expected in Kindergarten for October 1, 2015. This is an decrease of 543 live births in King County over the previous year. (See Table 2, page 8)

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 twelve schools with FDK funded by state apportionment, and all other kindergarten students will be reported at .50 FTE for state funding in 2014-2015.

Early Childhood Education students (also identified as "ECE"), "Preschool Inclusive Education ("IE") students are forecast and reported to OSPI separately on Form P-223H for Special Education Enrollment. Capacity is reserved to serve students in the ECE programs at elementary schools.

The first grade population of Kent School District is traditionally 2-3% 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. Projections for October 1, 2015-2020 are from OSPI Report 1049 – Determination of Projected Enrollments.

Within practical limits, the District has kept abreast of proposed developments. The District will continue to track new development activity to determine impact to schools. Information on new residential developments and the completion of these proposed developments in all jurisdictions will be considered in the District's future analysis of growth projections.

The Kent School District serves eight permitting jurisdictions: unincorporated King County, the cities of Kent, Covington, Renton, and Auburn and smaller portions of the cities of SeaTac, Black Diamond, and Maple Valley

(Continued)

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 ten years.

Following these guidelines, the student generation rate for Kent School District is as follows:

Single Family	Elementary	.257	
	Middle School	.070	
	Senior High	<u>.138</u>	
	Total		.465
Multi-Family	Elementary	.111	
	Middle School	.022	
	Senior High	<u>.039</u>	
	Total		.172

The student generation factor is based on a survey of 3,867 single family dwelling units and 966 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.

In preparing the 2015-2016 to 2020-2021 Capital Facilities Plan the District contracted with Davis Demographics and Planning (DDP) of Riverside California, a noted expert in demographic studies for school districts, to analyze and prepare the student generation factor. DDP used a larger sample of single family residences than the district did in previous plans and included both "garden" and "urban style" apartments in the calculation for multi-family residences.

Urban style apartments typically have four stories, a central lobby and entrance, elevator access to all floors and have a central corridor with apartments on each side. These apartments have little or no surface street parking, with parking located beneath the building, retail may or may not be included with the building. If there is retail it will generally be located on the first floor. These apartments seldom have swimming pools and do not have playgrounds for children.

(Continued)

II Six - Year Enrollment Projection *(Continued)*

Garden style apartments will have very little studio apartments and will have more three bedroom apartments than the urban style and in theory generate more students enrolled in school. These apartments will also have lawns, club houses, swimming pools and places for children to play.

The District felt that it is important to include both styles of apartments for the student generation factor. Though it is anticipated that few students will come from the urban style, they are now part of the mix in Kent and thus should be included in mix of multi-family housing units.

**KENT SCHOOL DISTRICT No. 415
OCTOBER REPORT 1251H (HEADCOUNT) ENROLLMENT HISTORY**

LB = Live Births LB in 1999 LB in 2000 LB in 2001 LB in 2002 LB in 2003 LB in 2004 LB in 2005 LB in 2006 LB in 2007 LB in 2008

October HC Enrollment	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
King County Live Births ¹	22,487	21,778	21,863	22,431	22,874	22,680	24,244	24,899	25,222	25,057
Increase / Decrease	-480	-709	85	568	443	-194	1,564	655	323	-165
Kindergarten / Birth % ¹	8.41%	8.23%	8.30%	8.47%	8.33%	8.13%	8.18%	8.57%	8.40%	8.34%
Kindergarten	1892	1793	1815	1901	1905	1845	1983	2134	2119	2090
Grade 1	1,939	2009	1876	1923	1961	1996	1888	2017	2186	2127
Grade 2	1,985	2001	2051	1918	1968	1942	2016	1905	2055	2190
Grade 3	1,967	2031	2036	2087	1977	2002	1983	2082	1922	2070
Grade 4	2,031	2017	2052	2066	2052	1956	2024	2000	2087	1956
Grade 5	2,097	2057	2023	2050	2091	2086	1974	2044	2008	2116
Grade 6	2,173	2108	2105	2082	2075	2135	2135	2026	2079	2023
Grade 7 ^{Middle School}	2,206	2208	2136	2122	2117	2095	2105	2139	2046	2104
Grade 8 "	2,297	2257	2185	2148	2173	2153	2111	2139	2121	2091
Grade 9 - Senior High	2,774	2782	2564	2579	2472	2440	2471	2455	2483	2428
Grade 10	2,179	2216	2481	2248	2217	2238	2272	2092	2046	2151
Grade 11	1,870	1962	1962	2059	2046	2048	1995	1933	1873	1802
Grade 12	1,560	1555	1576	1648	1712	1694	1658	1646	1539	1576
Total Enrollment ²	26,970	26,996	26,862	26,831	26,764	26,630	26,615	26,612	26,564	26,724

Yearly Headcount Increase / Decrease	442	26	-134	-31	-67	-134	-15	-3	-48	160
Cumulative Increase	442	468	334	303	236	102	87	84	36	196

¹ This number indicates actual births in King County 5 years prior to enrollment year as updated by Washington State Department of Health, Center for Health Statistics. Kent School District percentage based on actual Kindergarten enrollment 5 years later.

² Enrollment reported to the state on Form P-223 generates basic education funding and excludes Early Childhood Education ("ECE" & "B2" or Birth to 2 Preschool Inclusive Education) and college-only Running Start students.

**KENT SCHOOL DISTRICT No. 415
SIX - YEAR ENROLLMENT PROJECTION**

Full Day Kindergarten at all Elem	LB in 2008	LB in 2009	LB in 2010	LB in 2011	LB in 2012	LB Est. 2013	LB Est. 2014				
	ACTUAL	P	R	O	J	E	C	T	I	O	N
October	2014	2015	2016	2017	2018	2019	2020				
King County Live Births ¹	25,057	24,514	24,630	25,032	25,890	26,490	26,998 ¹				
Increase / Decrease	323	-543	116	402	858	600	508				
Kindergarten / Birth % ²	8.34%	8.98%	9.16%	9.23%	9.13%	9.13%	9.16%				
FD Kindergarten @ 1.0	2090	2,202	2,256	2,310	2,364	2,419	2,473				
Grade 1	2127	2,139	2,253	2,309	2,364	2,419	2,475				
Grade 2	2190	2,140	2,152	2,266	2,323	2,378	2,433				
Grade 3	2070	2,229	2,178	2,190	2,306	2,364	2,420				
Grade 4	1956	2,082	2,241	2,190	2,202	2,319	2,377				
Grade 5	2116	1,977	2,104	2,265	2,213	2,225	2,343				
Grade 6	2023	2,155	2,015	2,144	2,308	2,255	2,267				
Grade 7	2104	2,030	2,163	2,022	2,152	2,317	2,263				
Grade 8	2091	2,127	2,052	2,186	2,044	2,175	2,342				
Grade 9	2428	2,401	2,442	2,356	2,510	2,347	2,497				
Grade 10	2151	2,129	2,104	2,140	2,065	2,200	2,057				
Grade 11	1802	1,911	1,891	1,869	1,901	1,835	1,954				
Grade 12	1576	1,478	1,567	1,551	1,533	1,559	1,505				
Total Enrollment Projection ³	26,724	27,000	27,418	27,798	28,285	28,812	29,406				
Yearly Increase/Decrease ³		276	418	380	487	527	594				
Yearly Increase/Decrease %		1.03%	1.55%	1.39%	1.75%	1.86%	2.06%				

Total Enrollment Projection	26,724	27,000	27,418	27,798	28,285	28,812	29,406
-----------------------------	--------	--------	--------	--------	--------	--------	--------

- ¹ Kindergarten enrollment projection for 2015 is based on Kent SD percentage of live births in King County five years previous.
- ² Kindergarten projection is calculated by using the District's previous year percentage of King County births five years earlier compared to actual kindergarten enrollment in the previous year. (Excludes ECE - Early Childhood Education preschoolers)
- ³ Headcount Projections for 2015 - 2020 from OSPI Report 1049 - Determination of Projected Enrollments
- ⁴ Oct. 2014 P223 Headcount is 26,724 & FTE 25,888.84. Full Headcount with ECE Preschool & Running Start students = 28,090

G R O W T H P R O J E C T I O N S - Adjustments for current economic factors

For facilities planning purposes, this six-year enrollment projection anticipates conservative enrollment growth from new development currently in some phase of planning or construction in the district.

III Current Kent School District "Standard of Service"

In order to determine the capacity of facilities in a school district, King County Code 21A.06 references a "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors determined by the district which would best serve the student population.

This Plan includes the standard of service as established by Kent School District. The District has identified schools with significant special needs programs as "impact" schools and the standard of service targets a lower class size at those facilities. Portables included in the capacity calculation use the same standard of service as the permanent facilities. (See Appendix A, B & C)

The standard of service defined herein will continue to evolve in the future. Kent School District is continuing a long-term strategic planning process combined with review of changes to capacity and standard of service. This process will affect various aspects of the District's standard of service and future changes will be reflected in future capital facilities plans.

Current Standards of Service for Elementary Students

Class size for Kindergarten is planned for an average of 23 or fewer students.
Class size for grades 1 - 3 is planned for an average of 23 or fewer students.
Class size for grades 4 - 6 is planned for an average of 27 or fewer students.

Class size for Kindergarten and grades 1 and 2, for schools that qualify for high poverty funding (18 elementary schools for 2015-16) is planned for an average of 20 or fewer students.

All elementary schools meet the criteria required to provide full day kindergarten programs (FDK = Full Day Kindergarten) with the second half of the day funded by state apportionment or the Educational Programs and Operations Levy. Twelve schools with FDK Programs have state apportionment funding.

Some special programs require specialized classroom space and the program capacity of some of the buildings housing these programs is reduced. Some students, for example, leave their regular classroom for a short period of time to receive instruction in special programs and space must be allocated to serve these programs.

Some students have scheduled time in a computer lab. Students may also be provided music instruction and physical education in a separate classroom or facility.

Some identified students will also be provided educational opportunities in classrooms for special programs such as those designated as follows:

- English Language Learners (E L L)
- Education for Disadvantaged Students (Title I) – Federal Program
- Learning Assisted Programs (LAP) – State Program
- Highly Capable Students-State Program
- Reading, Math or Science Labs
- Dual Language Programs in 4 elementary schools

Inclusive Education Service for Elementary and Secondary students with disabilities may be provided in a separate or self-contained classroom sometimes with a capacity of 10-15 depending on the program:

- Early Childhood Education (ECE) -3-4 yr. old students with disabilities
- Tiered Intervention in Inclusive Education Support Center Programs
- Integrated Programs & Resource Rooms (for special remedial assistance)
- Self-contained Inclusive Education Support Center Programs (SC)
- School Adjustment Programs for students with behavioral disorders (SA)
- Adaptive Support Center for Mild, Moderate & Severe Disabilities (ASC-DD)
- Speech & Language Therapy & Programs for Hearing Impaired students
- Occupational & Physical Therapy Programs (OT/PT)
- The Outreach Program (TOP) for 18-21 year old secondary students

Some newer buildings have been constructed to accommodate most of these programs; some older buildings have been modified, and in some circumstances, these modifications reduce the classroom capacity of the buildings. When programs change, program capacity is updated to reflect the change in program and capacity.

Current Standards of Service for Secondary Students

The standards of service outlined below reflect only those programs and educational opportunities provided to secondary students which directly affect the capacity of the school buildings.

Class size for grades 7 – 8 is planned for an average of 28.6 or fewer students.
Class size for grades 9 – 12 is planned for an average of 30.6 or fewer students.

Similar to Inclusive Education Programs listed above, many other secondary programs require specialized classroom space which can reduce the program capacity of the permanent school buildings.

Identified secondary students will also be provided other educational opportunities in classrooms for programs designated as follows:

- Computer, Multi-Media & Technology Labs & Programs
- Technology Academy at Kent-Meridian High School & Mill Creek Middle School
- Science Programs & Labs – Biology, Chemistry, Physics, Oceanography, Astronomy, Meteorology, Marine Biology, General Science, etc.
- English Language Learners (E L L)
- Music Programs – Band, Orchestra, Chorus, Jazz Band, etc.
- Art Programs – Painting, Design, Drawing, Ceramics, Pottery, Photography, etc.
- Theater Arts – Drama, Stage Tech, etc.
- Journalism and Yearbook Classes
- Highly Capable (Honors or Gifted) and Advanced Placement Programs
- International Baccalaureate (“I B”) Program
- JROTC - Junior Reserve Officers Training Corps

Career & Technical Education Programs (CTE - Vocational Education)

- Family & Consumer Science – Culinary Arts, Sewing, Careers w/Children/Educ., etc.
- Child Development Preschool and Daycare Programs
- Health & Human Services – Sports Medicine, Sign Language, Cosmetology, etc.
- Business Education – Word Processing, Accounting, Business Law & Math, Marketing, Economics, Web Design, DECA, FBLA (Future Business Leaders).
- Technical & Industry – Woodworking, Cabinet Making, Building Trades, Metals, Automotive & Manufacturing Technology, Welding, Drafting, Drawing, CAD (Computer-aided Design), Electronics, Engineering & Design, Aviation, ASL, etc.
- Graphic & Commercial Arts, Media, Photography, Theater & Stage, Ag & Horticulture.

Kent Phoenix Academy – Performance Learning Center, Gateway, Virtual High School & Kent Success program with evening classes for credit retrieval.

Space or Classroom Utilization

As a result of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a work space during their planning periods, it is not possible to achieve 100% utilization of regular teaching stations at secondary schools. Based on the analysis of actual utilization of classrooms, the District has determined that the standard utilization rate is 85% for secondary schools. Program capacity at elementary schools reflects 100% utilization at the elementary level.

IV Inventory and Capacity of Existing Schools

Currently, the District has permanent program capacity to house 27,489 students and transitional (portable) capacity to house 2,539. 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 portable capacity is 96.6%-3.4%.

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 implemented in the Fall of 2014.

For the 2014-15 school year and beyond the state has mandated lower class sizes in 18 elementary schools that are classified as high poverty. The new class size in grades K-1 and 2 will be 20 students for every teacher.

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.

For clarification, the following is a brief description of some of the non-traditional programs for students in Kent School District:

Kent Mountain View Academy 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 Des Moines. 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.

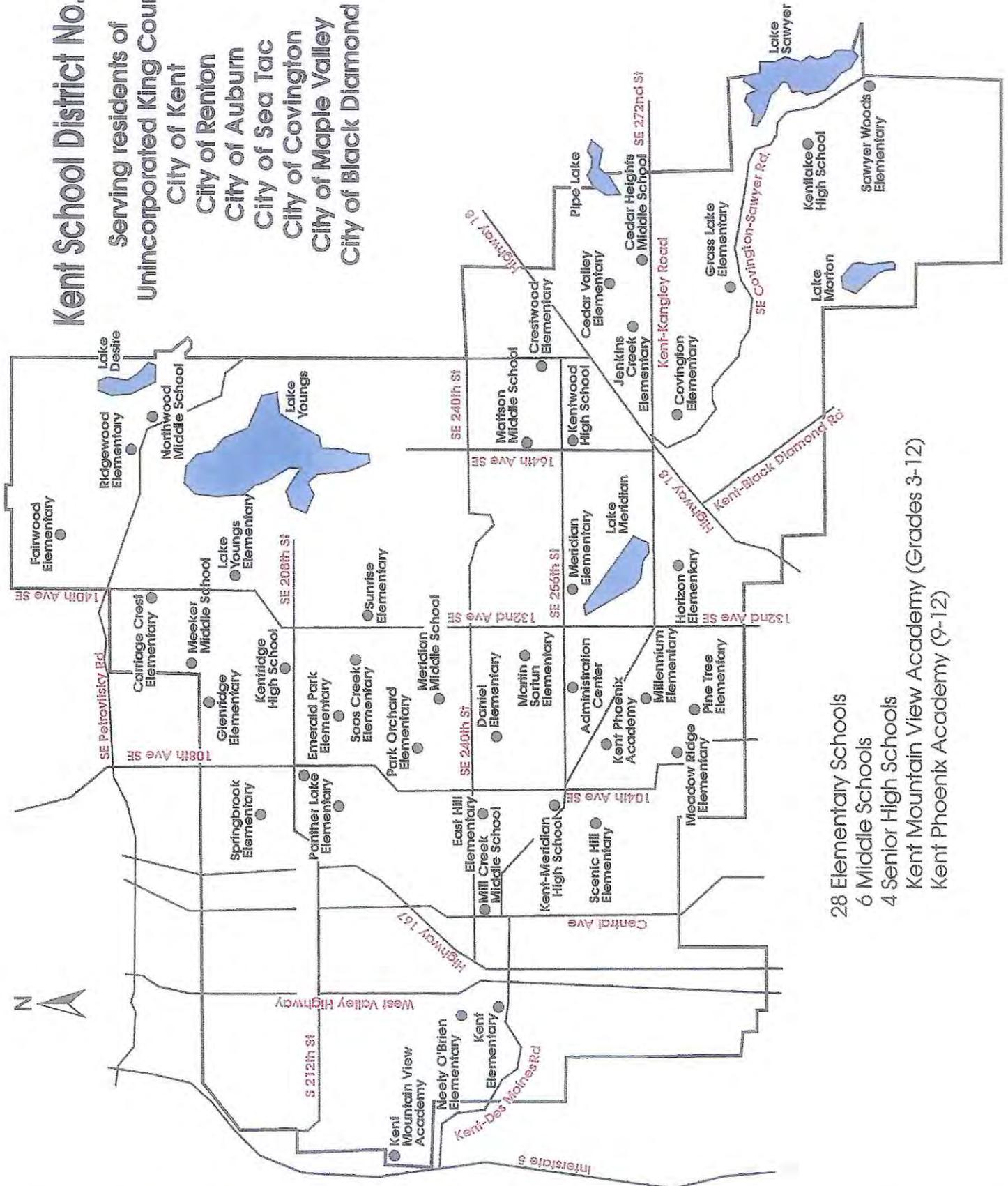
iGrad - In partnership with Green River College, Kent School District has pioneered the Individualized Graduation and Degree Program or "iGrad". iGrad offers a second chance to students age 16-21 who have dropped out of high school and want to earn a high school diploma. iGrad is not included in this Capital Facilities Plan because it is served in leased space at the Kent Hill Plaza Shopping Center. Over the past two years, enrollment in the iGrad program has averaged over 300 students.

**KENT SCHOOL DISTRICT No. 415
INVENTORY and CAPACITY of EXISTING SCHOOLS**

				2014-2015	
SCHOOL	Year Opened	ABR	ADDRESS	Program Capacity	
Carrige Crest Elementary	1990	CC	18235 - 140th Avenue SE, Renton 98058	456	
Cedar Valley Elementary	1971	CV	26500 Timberlane Way SE, Covington 98042	364	
Covington Elementary	1961	CO	17070 SE Wax Road, Covington 98042	488	
Crestwood Elementary	1980	CW	25225 - 180th Avenue SE, Covington 98042	432	
East Hill Elementary	1953	EH	9825 S 240th Street, Kent 98031	466	
Emerald Park	1999	EP	11800 SE 216th Street, Kent 98031	464	
Fairwood Elementary	1969	FW	16600 - 148th Avenue SE, Renton 98058	408	
George T. Daniel Elementary	1992	DE	11310 SE 248th Street, Kent 98030	428	
Glenridge Elementary	1996	GR	19405 - 120th Avenue SE, Renton 98058	436	
Grass Lake Elementary	1971	GL	28700 - 191st Place SE, Kent 98042	438	
Horizon Elementary	1990	HE	27641 - 144th Avenue SE, Kent 98042	477	
Jenkins Creek Elementary	1987	JC	26915 - 186th Avenue SE, Covington 98042	459	
Kent Elementary	1999	KE	24700 - 64th Avenue South, Kent 98032	460	
Kent Valley Early Learning Center	2014	KV	317 —4th Ave S, Kent, WA 98032	336	
Lake Youngs Elementary	1965	LY	19660 - 142nd Avenue SE, Kent 98042	524	
Martin Sortun Elementary	1987	MS	12711 SE 248th Street, Kent 98030	452	
Meadow Ridge Elementary	1994	MR	27710 - 108th Avenue SE, Kent 98030	440	
Meridian Elementary	1939	ME	25621 - 140th Avenue SE, Kent 98042	524	
Millennium Elementary	2000	ML	11919 SE 270th Street, Kent 98030	484	
Neely-O'Brien Elementary	1990	NO	6300 South 236th Street, Kent 98032	460	
Panther Lake Elementary	2009	PL	20831 - 108th Avenue SE, Kent 98031	504	
Park Orchard Elementary	1963	PO	11010 SE 232nd Street, Kent 98031	476	
Pine Tree Elementary	1967	PT	27825 - 118th Avenue SE, Kent 98030	477	
Ridgewood Elementary	1987	RW	18030 - 162nd Place SE, Renton 98058	504	
Sawyer Woods Elementary	1994	SW	31135 - 228th Ave SE, Black Diamond 98010	486	
Scenic Hill Elementary	1960	SH	26025 Woodland Way South, Kent 98030	448	
Soos Creek Elementary	1971	SC	12651 SE 218th Place, Kent 98031	342	
Springbrook Elementary	1969	SB	20035 - 100th Avenue SE, Kent 98031	418	
Sunrise Elementary	1992	SR	22300 - 132nd Avenue SE, Kent 98042	543	
Elementary TOTAL				13,214	
Cedar Heights Middle School	1993	CH	19640 SE 272 Street, Covington 98042	895	
Mattson Middle School	1981	MA	16400 SE 251st Street, Covington 98042	787	
Meeker Middle School	1970	MK	12600 SE 192nd Street, Renton 98058	832	
Meridian Middle School	1958	MM	23480 - 120th Avenue SE, Kent 98031	792	
Mill Creek Middle School	2005	MC	620 North Central Avenue, Kent 98032	916	
Northwood Middle School	1996	NW	17007 SE 184th Street, Renton 98058	926	
Middle School TOTAL				5,148	
Kent-Meridian High School	1951	KM	10020 SE 256th Street, Kent 98030	1,904	
Kentlake Senior High School	1997	KL	21401 SE 300th Street, Kent 98042	1,957	
Kentridge Senior High School	1968	KR	12430 SE 208th Street, Kent 98031	2,277	
Kentwood Senior High School	1981	KW	25800 - 164th Avenue SE, Covington 98042	2,159	
Senior High TOTAL				8,297	
Kent Mountain View Academy	1997	MV/LC	22420 Military Road, Des Moines 98198	414	
Kent Phoenix Academy	2007	PH	11000 SE 264th Street, Kent 98030	416	
DISTRICT TOTAL				27,489	

Kent School District No. 415

Serving residents of
 Unincorporated King County
 City of Kent
 City of Renton
 City of Auburn
 City of Sea Tac
 City of Covington
 City of Maple Valley
 City of Black Diamond



- 28 Elementary Schools
- 6 Middle Schools
- 4 Senior High Schools
- Kent Mountain View Academy (Grades 3-12)
- Kent Phoenix Academy (9-12)

V Six-Year Planning and Construction Plan

At the time of preparation of this Plan in spring of 2015, the following projects to increase capacity are in the planning phase in Kent School District:

- Planning is in progress for a replacement school for Covington Elementary School in 2018 or beyond. The project is pending satisfactory financial resources to fund the project.
- Planning is in progress for additional classroom space for Neely-O'Brien Elementary School. This addition will add approximately 25% to building capacity and is expected to come online in fall of 2019 pending satisfactory financial resources to fund the project.
- 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 lease or 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 to and from school and bus stops 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. The Board of Directors has started the process to sell surplus property in the spring of 2015.

2006 voter approval of \$106M bond issue for capital improvement included the construction funding for a new elementary school, replacement of Panther Lake Elementary, and classroom additions to high schools. Some impact fees have been utilized for those projects.

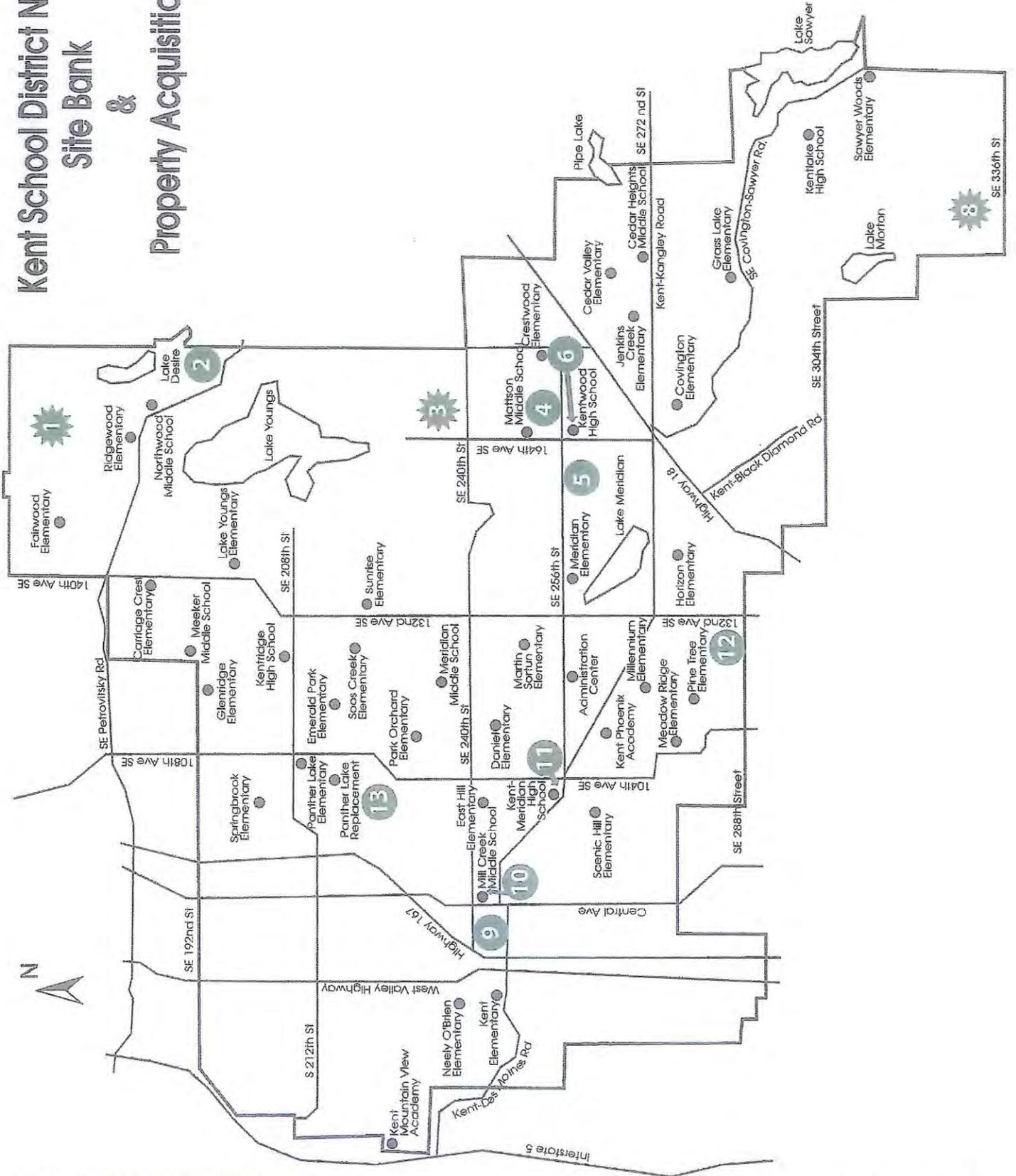
In March 2013 the Board of Directors reallocated the funding for the new elementary school to capital projects for safety and security.

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.

KENT SCHOOL DISTRICT No. 415
Site Acquisitions and Projects Planned to Provide Additional Capacity

# on Map	SCHOOL / FACILITY / SITE	LOCATION	Type	Status	Projected Completion Date	Projected Program Capacity	% for new Growth
						Approximate	Approximate
ELEMENTARY							
5	Replacement for Covington Elementary (U)	SE 256th Street & 154th Ave SE	Replacement Elementary	Planning	2018-19	600	16%
	Covington Elem - Capacity to be replaced	17070 SE Wax Road, Covington	Elementary	Utilized		-504	
	Neely-O'Brien Elementary School - Addition (U)	6300 S 236th Street, Kent 98032	Elementary Addition	Planning	2019-20	600	25%
	Classrooms added to provide New Capacity	Current Capacity 480 + 120 New = 600		Planning			
MIDDLE SCHOOL & SENIOR HIGH							
No new projects required for Secondary Schools at this time & Secondary Schools are excluded from Impact Fee formula.							
TEMPORARY FACILITIES							
	Portables ²	TBD - For placement as needed	New	Planning	2015+	24 - 31 each	100%
OTHER SITES ACQUIRED							
	4 Covington area North (Near Matson MS)	SE 251 & 164 SE, Covington 98042	Urban Elementary				City of Covington
	5 Covington area West (Halleson-Wikstrom)	SE 256 & 154 SE, Covington 98042	Urban Elementary				y of Covington
	3 Ham Lake area (Pollard)	16820 SE 240, Kent 98042	Rural Elementary				King County
	8 SE of Lake Morton area (West property)	SE 332 & 204 SE, Kent 98042	Rural Secondary				King County
	2 Shady Lk area (Sowers, Blaine, Drahota, Paroline)	17426 SE 192 Street, Renton 98058	Urban Elementary				King County
	1 So. King Co. Activity Center (former Nike site)	SE 167 & 170 SE, Renton 98058	Rural	TBD ²			King County
	12 South Central site (Plemmons-Yeh-Wms)	SE 286th St & 124th Ave SE, Auburn 98092	Urban	TBD ²			King County
Notes:							
1 Unfunded facility needs will be reviewed in the future.							
2 TBD - To be determined - Some sites are identified but placement, timing and/or configuration of portables has not been determined.							
3 Numbers correspond to sites on Site Bank Map on Page 17. Other Map site locations are parcels identified in Table 7 on Page 28.							

Kent School District No. 415 Site Bank & Property Acquisitions



VI Portable Classrooms

The Plan references use of portable as interim or transitional capacity and facilities.

Currently, the District utilizes portables to house students in excess of permanent capacity and for program purposes at some school locations. *(Please see Appendices A B C D)*

Based on enrollment projections, implementation of full day kindergarten programs, program capacity and the need for additional permanent capacity, the District anticipates the need to purchase or lease additional portables during the next six-year period.

During the time period covered by this Plan, the District does not anticipate that all of the District's portables will be replaced by permanent facilities. During the useful life of some of the portables, the school-age population may decline in some communities and increase in others, and these portables provide the flexibility to accommodate the immediate needs of the community.

Portables may be used as interim or transitional facilities:

1. To prevent overbuilding or overcrowding of permanent school facilities.
2. To cover the gap between the time of demand for increased capacity and completion of permanent school facilities to meet that demand.
3. To meet unique program requirements.

Portables currently in the District's inventory are continually evaluated resulting in some being improved and some replaced.

The Plan projects that the District will use portables to accommodate interim housing needs for the next six years and beyond. The use of portables, their impacts on permanent facilities, life cycle and operational costs, and the interrelationship between portables, emerging technologies and educational restructuring will continue to be examined.

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.

Kent School District continues to be the fourth largest district in the state of Washington. P-223 Headcount for October 2014 was 26,724 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 2014 totals 28,090 which includes ECE and college-only Running Start students.

In October there were 826 students in 11th and 12th grade participating in the Running Start program at different colleges and receiving credits toward both high school and college graduation. 459 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 one of the highest Running Start program participation rates in the state.

Based on the enrollment forecasts, permanent facility inventory and capacity, current standard of service, portable capacity, and future additional classroom space, the District plans to continue to satisfy concurrency requirements through the transitional use of portables. *(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 portables and/or new schools to accommodate growth within the District. New schools may be designed to accommodate placement of future portables. School attendance area 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.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

TOTAL DISTRICT

SCHOOL YEAR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21		
	Actual	P	R	O	J	E	C	T	E
Permanent Program Capacity ¹	27,489	27,489	27,489	27,489	27,489	27,585	27,705		
Changes to Permanent Capacity ¹									
Capacity Increase (F)									
Replacement school with projected increase in capacity:									
Covington Elementary Replacement (U) ²					600				
To Replace current Covington Elementary capacity					-504				
Neely-O'Brien Elementary Addition - Capacity Increase (U) ³						120			
Permanent Program Capacity Subtotal	27,489	27,489	27,489	27,489	27,585	27,705	27,705		
Interim Portable Capacity ⁴									
Elementary Portable Capacity Required	936	1,632	1,896	2,376	2,688	2,856	3,264		
Middle School Portable Capacity Required ⁷	0	0	0	0	0	0	0		
Senior High School Portable Capacity Required ⁷	0	0	0	0	0	0	0		
	936	1,632	1,896	2,376	2,688	2,856	3,264		
TOTAL CAPACITY ¹	28,425	29,121	29,385	29,865	30,273	30,561	30,969		
TOTAL ENROLLMENT/ PROJECTION ⁶	26,566	27,000	27,418	27,798	28,285	28,812	29,406		
DISTRICT AVAILABLE CAPACITY	1,859	2,121	1,967	2,067	1,988	1,749	1,563		

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Replacement school for Covington Elementary will increase capacity and will be built on a different existing urban site.

³ Addition to Neely-O'Brien Elementary will increase capacity approximately 25%.

⁴ 2014-15 total classroom portable capacity is 936. Some additional relocatables used for program purposes.

⁵ Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.

Enrollment counts and projections have been adjusted for Full Day Kindergarten at all Elementary Schools.

⁶ School capacity meets concurrency requirements and no impact fees are proposed for secondary schools.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

ELEMENTARY - Grades K - 6

SCHOOL YEAR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
	Actual	P R O J E C T E D					

Elementary Permanent Capacity ¹	13,214	13,286	13,286	13,286	13,286	13,382	13,502
Kent Mountain View Academy ²	414						
Changes to Elementary Capacity							
Kent Valley Early Learning Center Capacity Increase (F)							
Covington Elementary Replacement (U) ³ Will replace current Covington Elementary capacity					600	-504	
Neely-O'Brien Elementary Addition Capacity Increase (U) ⁴						120	
Subtotal	13,628	13,286	13,286	13,286	13,382	13,502	13,502
Portable Capacity Required ¹	936	1632	1896	2376	2688	2,856	3,264
TOTAL CAPACITY ^{1/2}	14,564	14,918	15,182	15,662	16,070	16,358	16,766

Adjusted for FULL Day Kindergarten Headcount							
ENROLLMENT / PROJECTION	14,572	14,924	15,199	15,674	16,080	16,379	16,788

SURPLUS (DEFICIT) CAPACITY	-8	-6	-17	-12	-10	-21	-22
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Number of Portables Required	39	68	79	99	112	119	136
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125 Classroom Portables required in 2019-20. Some additional portables used for program purposes.

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Kent Mountain View Academy is a special program at the former Grandview School serving students in Grades 3 - 12. The school building (formerly Kent Learning Center & Grandview Elem.) was designed as an elementary school.

³ Replacement school for Covington Elementary will increase capacity and is planned for a different existing urban site.

⁴ Addition to Neely-O'Brien Elementary will increase capacity approximately 25%.

⁵ Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments. Enrollment & Projections reflect FULL Day Kindergarten at ALL Elementary schools @ 1.0 & exclude ECE Preschoolers.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

MIDDLE SCHOOL - Grades 7 - 8

SCHOOL YEAR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21		
	Actual	P	R	O	J	E	C	T	E

Middle School Permanent Capacity ¹	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
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No Changes to Middle School Capacity

Subtotal	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
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Portable Capacity Required ¹	0	0	0	0	0	0	0	0
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TOTAL CAPACITY ^{1&3}	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
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ENROLLMENT / PROJECTION ²	4,195	4,157	4,215	4,208	4,196	4,492	4,605
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SURPLUS (DEFICIT) CAPACITY ⁴	953	991	933	940	952	656	543
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Number of Portables Required	0	0	0	0	0	0	0
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No Classroom Portables required at middle schools at this time. Some Portables used for classroom and program purposes.

- ¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.
- ² Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.
- ³ Surplus capacity due to grade level reconfiguration - All 9th grade students moved to the high schools in Fall 2004.
- ⁴ Middle School capacity meets concurrency requirements and no impact fees are collected for middle schools.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

SENIOR HIGH - Grades 9 - 12

SCHOOL YEAR	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21		
	Actual	P	R	O	J	E	C	T	E

Senior High Permanent Capacity ¹	8,713	8,713	8,713	8,713	8,713	8,713	8,713	8,713
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Includes Kent Phoenix Academy ²

No Changes to High School Capacity

Subtotal	8,713	8,713	8,713	8,713	8,713	8,713	8,713	8,713
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Portables Capacity Required ¹	0	0	0	0	0	0	0	0
TOTAL CAPACITY ¹	8,713							

ENROLLMENT / PROJECTION ³	7,958	7,919	8,004	7,916	8,009	7,941	8,013
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SURPLUS (DEFICIT) CAPACITY	755	794	709	797	704	772	700
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Number of Portables Required	0	0	0	0	0	0	0
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No Classroom Portables required at this time. Some Portables used for classroom and program purposes.

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Kent Phoenix Academy opened in Fall 2007 serving grades 9 - 12 with four special programs.

³ Actual October Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.

⁴ High School capacity meets concurrency requirements and no impact fees are collected for high schools.

VIII Finance Plan

The finance plan shown on *Table 6* demonstrates how the Kent School District plans to finance improvements for the years 2015-16 through 2020-21. The financing components include secured and unsecured funding and impact fees. The plan is based on voter approval of future bond issues, collection of impact fees under the State Growth Management Act and voluntary mitigation fees paid pursuant to State Environmental Policy Act.

In February 2006, voters approved a \$106 million bond issue that included funds for replacement of Panther Lake Elementary School with increased capacity, as well as construction of a new Elementary School to accommodate growth. The new Panther Lake Elementary School replaced the previous Panther Lake Elementary in Fall of 2009.

The bond issue also funded Phase II of the renovation for Mill Creek Middle School and renovation of Sequoia Middle School for reconfiguration as a non-traditional high school, Kent Phoenix Academy, which opened in September 2007.

2006 construction funding also provided for additional classrooms at Kentlake High School and two projects at Kent-Meridian HS. The projects at Kent-Meridian provide additional capacity with several new classrooms and gymnasium space. The projects at K-M are completed and the new Main Gym added capacity for two more PE classrooms. Some impact fees were utilized for new construction that increased capacity.

Originally, the district designated \$16 million of the 2006 bond authorization toward the construction of an additional elementary school, identified as Elementary #31 in previous Plans. Due to a change in circumstances, the Board of Directors reallocated the \$16 million for capital projects for safety and security.

Replacement of Covington Elementary School in 2018-19 or beyond will increase capacity of their current school by approximately 16%. Some impact fees will be utilized as part of the Finance Plan.

A building addition is also planned to provide approximately 25% additional classroom capacity at Neely-O'Brien Elementary School in 2019-20. Some impact fees will be utilized as part of the Finance Plan.

The Finance Plan includes new portables to be purchased or leased to provide additional capacity and some may be funded from impact fees.

Enrollment projections reflect future need for additional capacity at the elementary level and unfunded facility needs will be reviewed in the future and reported in annual updates

VIII Finance Plan

of the Capital Facilities Plan. No impact fees are requested for secondary schools in this Plan.

For the Six-Year Finance Plan, costs of future schools are based on estimates from Kent School District Facilities Department. Please see pages 26-27 for a summary of the cost basis.

**KENT SCHOOL DISTRICT No. 415
SIX-YEAR FINANCE PLAN**

SCHOOL FACILITIES	*	2015	2016	2017	2018	2019	2020	TOTAL	Secured Local & State	Unsecured State ² or Local ³	Impact Fees ⁵	
		Estimated										Estimated
PERMANENT FACILITIES												
	F										\$0	
Covington Elementary Replacement ¹	U		\$35,025,000					\$35,025,000		\$29,421,000	\$5,604,000	
Addition to Neely-O'Brien Elementary ¹	U			\$15,500,000				\$15,500,000		\$11,625,000	\$3,875,000	
NO Secondary School Projects at this time.												
TEMPORARY FACILITIES												
Additional portables ³⁻⁴	U	\$600,000 3 portables	\$824,000 4 portables	\$3,182,700 15 portables	\$3,059,635 14 portables	\$1,575,712 7 portables	\$3,941,530 17 portables	\$13,183,577			\$13,183,577	
OTHER												
N/A												
Totals		\$600,000	\$824,000	\$3,182,700	\$38,084,635	\$17,075,712	\$3,941,530	\$63,708,577	\$0	\$41,046,000	\$22,662,577	

* F = Funded U = Unfunded

NOTES:

- ¹ Based on estimates of actual or future construction costs from Facilities Department. (See Page 26 for Cost Basis Summary)
- ² The District anticipates receiving some State Funding Construction Assistance for some projects.
- ³ Facility needs are pending review. Some of these projects may be funded with impact fees.
- ⁴ Cost of portables based on current cost and adjusted for inflation for future years.
- ⁵ Fees in this column are based on amount of fees collected to date and estimated fees on future units.

VIII Finance Plan - Cost Basis Summary

For impact fee calculations, construction costs are based on cost of the last elementary school, adjusted for inflation, and projected cost of the next elementary school.

Elementary School	Cost	Projected Cost
Cost of Panther Lake Elementary Replacement (Opened in Fall 2009)	\$26,700,000	
Projected cost - Covington Elementary Replacement (Projected to open in 2018)		\$35,025,000
Projected cost of Neely-O'Brien Addition (Projected to open in 2018)		\$15,500,000
Elementary Cost based on Covington Elementary Replacement		\$35,025,000

Site Acquisition Cost

The site acquisition cost is based on an average cost of sites purchased or built on within the last ten years. Please see Table 7 on page 28 for a list of site acquisition costs and averages.

KENT SCHOOL DISTRICT No. 415
Site Acquisitions & Costs
Average of Sites Purchased or Built on within last 15 Years

Type & # on Map	School / Site	Year Open / Purchased	Location	Acreage	Cost	Avg cost/acre	Total Average Cost / Acre																																																
Elementary																																																							
13 / Urban	Panther Lake Elementary Replacement Site	2008	10200 SE 216 St, Kent 98031	9.40	\$4,485,013	\$477,129																																																	
5 / Urban	Elementary Site (Halleson & Wikstrom)	2004	15435 SE 256 St, Covington 98042	10.00	\$1,093,910	\$109,391																																																	
	Elementary Site Subtotal			19.40	\$5,578,923		\$287,573 Elem site average																																																
Middle School																																																							
10 / Urban	Mill Creek MS (Kent JH) / McMillan St. assemblage	2002	411-432 McMillan St., Kent 98032	1.23	\$844,866	\$686,883																																																	
	Middle School Site Subtotal			1.23	\$844,866		\$686,883 Middle Schl Site Avg.																																																
Senior High																																																							
11 / Urban	K-M High School Addition (Kent 6 & Britt Smith)	2002 & 2003	10002 SE 256th Street	6.31	\$3,310,000	\$524,564																																																	
	Senior High Site Subtotal			6.31	\$3,310,000		\$524,564 Sr HI Site Average																																																
<p>Note: All rural sites were purchased prior to adoption of Urban Growth Area. Numbers correspond to locations on Site Bank & Acquisitions Map on Page 17.</p>																																																							
<table border="1"> <tr> <td colspan="8">Properties purchased prior to 1996</td> </tr> <tr> <td>1 / Rural</td> <td>So. King County Activity Center (Nike site) purchased prior to 1996.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4 / Urban</td> <td>Site - Covington area North (So of Mattison MS)</td> <td>1984</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3 / Rural</td> <td>Site - Ham Lake east (Pollard)</td> <td>1992</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8 / Rural</td> <td>Site - SE of Lake Morfon area (West property)</td> <td>1993</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2 / Urban</td> <td>Site - Shady Lake (Sowers-Blaine-Drahota-Paroline)</td> <td>1995</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>								Properties purchased prior to 1996								1 / Rural	So. King County Activity Center (Nike site) purchased prior to 1996.							4 / Urban	Site - Covington area North (So of Mattison MS)	1984						3 / Rural	Site - Ham Lake east (Pollard)	1992						8 / Rural	Site - SE of Lake Morfon area (West property)	1993						2 / Urban	Site - Shady Lake (Sowers-Blaine-Drahota-Paroline)	1995					
Properties purchased prior to 1996																																																							
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						<table border="1"> <tr> <td>Total Acreage & Cost</td> <td>Total Average Cost / Acre</td> </tr> <tr> <td>26.94 \$9,733,789</td> <td>\$361,314</td> </tr> </table>		Total Acreage & Cost	Total Average Cost / Acre	26.94 \$9,733,789	\$361,314																																												
Total Acreage & Cost	Total Average Cost / Acre																																																						
26.94 \$9,733,789	\$361,314																																																						

**KENT SCHOOL DISTRICT
FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS**

Student Generation Factors - Single Family

Elementary (Grades K - 6)	0.257
Middle School (Grades 7 - 8)	0.070
Senior High (Grades 9 - 12)	0.138
Total	<u><u>0.465</u></u>

Student Generation Factors - Multi-Family

Elementary	0.111
Middle School	0.022
Senior High	0.039
Total	<u><u>0.172</u></u>

Projected Increased Student Capacity

Elementary	1632
Middle School	0
Senior High Addition	0

OSPI - Square Footage per Student

Elementary	90
Middle School	117
Senior High	130
Special Education	144

Required Site Acreage per Facility

Elementary (required)	11
Middle School (required)	21
Senior High (required)	32

Average Site Cost / Acre

Elementary	\$287,573
Middle School	\$0
Senior High	\$0

New Facility Construction Cost

Elementary *	\$35,025,000
Middle School	\$0
Senior High *	\$0

Temporary Facility Capacity & Cost

Elementary @ 24	\$200,000
Middle School @ 29	\$0
Senior High @ 31	\$0

* See cost basis on Pg. 26

Temporary Facility Square Footage

Elementary	85,615
Middle School	8,064
Senior High	20,400
Total	<u><u>114,079</u></u>

State Funding Assistance Credit (formerly "State Match")

District Funding Assistance Percentage	<u>57.47%</u>
--	---------------

Permanent Facility Square Footage

Elementary (Includes KMVA)	1,470,543
Middle School	660,904
Senior High	1,110,415
Total	<u><u>3,241,862</u></u>

Construction Cost Allocation

CCA - Cost/Sq. Ft. (Effective July 2014)	<u>\$200.40</u>
--	-----------------

Total Facilities Square Footage

Elementary	1,556,158
Middle School	667,829
Senior High	1,130,815
Total	<u><u>3,354,802</u></u>

District Average Assessed Value

Single Family Residence	<u>\$288,605</u>
-------------------------	------------------

District Average Assessed Value

Multi-Family Residence	<u>\$114,153</u>
------------------------	------------------

Developer Provided Sites / Facilities

Value	0
Dwelling Units	0

Bond Levy Tax Rate/\$1,000

Current / \$1,000 Tax Rate (1.6842)	<u>\$1.41</u>
-------------------------------------	---------------

General Obligation Bond Interest Rate

Current Bond Interest Rate	<u>3.68%</u>
----------------------------	--------------

**KENT SCHOOL DISTRICT
IMPACT FEE CALCULATION for SINGLE FAMILY RESIDENCE**

Site Acquisition Cost per Single Family Residence

Formula: $((\text{Acres} \times \text{Cost per Acre}) / \text{Facility Capacity}) \times \text{Student Generation Factor}$

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	11	\$287,573	600	0.257	\$1,354.95
A 2 (Middle School)	21	\$0	1,065	0.070	\$0
A 3 (Senior High)	32	\$0	1,000	0.138	\$0
				0.465	
				A ⇒	<u>\$1,354.95</u>

Permanent Facility Construction Cost per Single Family Residence

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Permanent} / \text{Total Square Footage Ratio})$

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$35,025,000	600	0.257	0.966	\$14,492.29
B 2 (Middle School)	\$0	900	0.070	0.966	\$0
B 3 (Senior High)	\$0	1,600	0.138	0.966	\$0
			0.465		
				B ⇒	<u>\$14,492.29</u>

Temporary Facility Cost per Single Family Residence

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Temporary} / \text{Total Square Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$200,000	24	0.257	0.034	\$72.82
C 2 (Middle School)	\$0	29	0.070	0.034	\$0
C 3 (Senior High)	\$0	31	0.138	0.034	\$0
			0.465		
				C ⇒	<u>\$72.82</u>

State Funding Assistance Credit per Single Family Residence (formerly "State Match")

Formula: $\text{Area Cost Allowance} \times \text{SPI Square Feet per student} \times \text{Funding Assistance \%} \times \text{Student Factor}$

	Construction Cost Allocation	SPI Sq. Ft. / Student	Assistance %	Student Factor	
D 1 (Elementary)	\$200.40	90	0.5747	0.257	\$2,663.88
D 2 (Middle School)	\$200.40	117	0	0.070	\$0
D 3 (Senior High)	\$200.40	130	0	0.138	\$0
				D ⇒	<u>\$2,663.88</u>

Tax Credit per Single Family Residence

Average SF Residential Assessed Value	\$288,605		
Current Debt Service Rate / \$1,000	\$1.41		
Current Bond Interest Rate	3.68%		
Years Amortized (10 Years)	10	TC ⇒	\$3,276.08

Developer Provided Facility Credit

Facility / Site Value	Dwelling Units	
0	0	FC ⇒ 0

Fee Recap

A = Site Acquisition per SF Residence	\$1,354.95	
B = Permanent Facility Cost per Residence	\$14,492.29	
C = Temporary Facility Cost per Residence	\$72.82	
Subtotal		\$15,920.06
D = State Match Credit per Residence	\$2,663.88	
TC = Tax Credit per Residence	\$3,276.08	
Subtotal		<u>\$5,939.96</u>

Total Unfunded Need	\$9,980.10	
50% Developer Fee Obligation		\$4,990
FC = Facility Credit (if applicable)		0
Net Fee Obligation per Residence - Single Family		<u>\$4,990</u>

**KENT SCHOOL DISTRICT
IMPACT FEE CALCULATION for MULTI-FAMILY RESIDENCE**

Site Acquisition Cost per Multi-Family Residence Unit

Formula: $((\text{Acres} \times \text{Cost per Acre}) / \text{Facility Capacity}) \times \text{Student Generation Factor}$

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	11	\$287,573	600	0.111	\$585.21
A 2 (Middle School)	21	\$0	1,065	0.022	\$0
A 3 (Senior High)	32	\$0	1,000	<u>0.039</u>	\$0
				0.172	
				A ⇒	<u>\$585.21</u>

Permanent Facility Construction Cost per Multi-Family Residence Unit

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Permanent} / \text{Total Square Footage Ratio})$

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$35,025,000	600	0.111	0.964	\$6,246.36
B 2 (Middle School)	\$0	1,065	0.022	0.964	\$0
B 3 (Senior High)	\$0	1,600	<u>0.039</u>	0.964	\$0
			0.172		
				B ⇒	<u>\$6,246.36</u>

Temporary Facility Cost per Multi-Family Residence Unit

Formula: $((\text{Facility Cost} / \text{Facility Capacity}) \times \text{Student Factor}) \times (\text{Temporary} / \text{Total Square Footage Ratio})$

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$200,000	24	0.111	0.034	\$31.45
C 2 (Middle School)	\$0	29	0.022	0.034	\$0
C 3 (Senior High)	\$0	31	<u>0.039</u>	0.034	\$0
			0.172		
				C ⇒	<u>\$31.45</u>

State Funding Assistance Credit per Multi-Family Residence (formerly "State Match")

Formula: $\text{Area Cost Allowance} \times \text{SPI Square Feet per student} \times \text{Funding Assistance \%} \times \text{Student Factor}$

	Area Cost Allowance	SPI Sq. Ft. / Student	Equalization %	Student Factor	
D 1 (Elementary)	\$200.40	90	0.5747	0.111	\$1,150.55
D 2 (Middle School)	\$200.40	117	0	0.022	\$0
D 3 (Senior High)	\$200.40	130	0	<u>0.039</u>	\$0
				D ⇒	<u>\$1,150.55</u>

Tax Credit per Multi-Family Residence Unit

Average MF Residential Assessed Value	\$114,153		
Current Debt Service Rate / \$1,000	\$1.41		
Current Bond Interest Rate	3.68%		
Years Amortized (10 Years)	10	TC ⇒	\$1,386.90

Developer Provided Facility Credit

Facility / Site Value	Dwelling Units	
0	0	FC ⇒ 0

Fee Recap

A = Site Acquisition per Multi-Family Unit	\$585.21	
B = Permanent Facility Cost per MF Unit	\$6,246.36	
C = Temporary Facility Cost per MF Unit	\$31.45	
Subtotal	\$6,863.02	
D = State Match Credit per MF Unit	\$1,150.55	
TC = Tax Credit per MF Unit	\$1,386.90	
Subtotal	-\$2,537.45	
Total Unfunded Need	\$4,325.57	
50% Developer Fee Obligation	\$2,163	
FC = Facility Credit (if applicable)	0	
Net Fee Obligation per Residential Unit - Multi-family	\$2,163	

IX Summary of Changes to April 2015 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 2014 Plan are summarized here.

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

The student headcount enrollment forecast is updated annually. All Elementary schools now have Full Day Kindergarten so six-year Kindergarten projections were previously modified to meet the requirements for Full Day Kindergarten programs at all Elementary schools.

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. Unfunded site and facility needs will be reviewed in the future.

Due to the decrease in the student generation factor for both single family and multi-family housing the District is reducing the impact fees for both classes. For single family housing the fee will be \$4,990 from \$5,486 a decrease of \$496 or 9%. For multi-family the fee will be \$2,163 from \$3,378 a decrease of \$1,215 or 36%.

Changes to Impact Fee Calculation Factors include:

ITEM	Grade/Type	FROM	TO	Comments
Student Generation Factor	Elem	0.484	0.257	
Single Family (SF)	MS	0.129	0.070	
	SH	0.249	0.138	
	Total	0.866	0.465	- .401
Student Generation Factor	Elem	0.324	0.111	
Multi-Family (MF)	MS	0.066	0.022	
	SH	0.118	0.039	
	Total	0.522	0.172	- .350
State Funding Assistance Ratios ("State Match")		58.14%	57.47%	Per OSPI Website
Area Cost Allowance (former Boeckh Index)		\$200.40	\$200.40	Per OSPI Website
Average Assessed Valuation (AV)	SF	\$245,871	\$288,605	Puget Sound ESD
AV - Average of Condominiums & Apts.	MF	\$87,880	\$114,153	Puget Sound ESD
Debt Service Capital Levy Rate / \$1000		\$1.68	\$1.41	Per King Co. Assessor Report
General Obligation Bond Interest Rate		4.04%	4.68%	Bloomberg Bond Buyer Index
Impact Fee - Single Family	SF	\$5,486	\$4,990	Decrease of \$496 or 9%
Impact Fee - Multi-Family	MF	\$3,378	\$2,163	Decrease of \$1,215 or 36%

KENT SCHOOL DISTRICT No. 415
STANDARD of SERVICE - PROGRAM CAPACITY - INVENTORY of PORTABLES - FTE and HEADCOUNT ENROLLMENT

K S D ELEMENTARY SCHOOL	ABR	Number of Std or High Cap Classrooms	Std/High Cap Capacity at 24 average ¹	SE/IP CR	² Special Program Capacity	2014-2015 Program Capacity ²	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 24 average ¹	10/1/2014	10/1/2014	HI POV ⁵
										P223 FTE ³ Enrollment	P223 Hdcount Enrollment	
Carriage Crest	CC	18	436	5	20	456	1	0	0	386.88	424	N
Cedar Valley	CV	15	344	6	20	364	2	1	24	292.00	292	Y
Covington	CO	20	464	5	24	488	1	0	0	434.50	466	Y
Crestwood	CW	18	432	4	0	432	1	4	96	456.00	489	N
East Hill	EH	20	466	5	10	486	0	7	168	592.00	592	Y
Emerald Park	EP	21	484	2	0	484	0	2	48	449.50	487	Y
Fairwood	FW	17	408	3	0	408	1	2	48	397.50	424	N
George T. Daniel Elem	DE	18	404	5	24	428	0	1	24	566.00	566	Y
Glenridge	GR	19	436	4	0	436	1	1	24	428.50	458	Y
Grass Lake	GL	18	418	4	20	438	1	1	24	396.10	423	N
Horizon	HE	21	477	2	0	477	0	3	72	416.50	447	Y
Jenkins Creek	JC	15	415	7	44	459	4	0	0	343.03	378	N
Kent Elementary	KE	20	460	3	0	460	2	3	72	574.00	574	Y
Kent Valley Early Learn. CTR	KV	14	336	0	0	336	0	0	0	184.00	184	Y
Lake Youngs	LY	21	504	7	20	524	0	0	0	456.00	481	N
Martin Sortun	MS	19	428	3	24	452	0	3	72	570.50	612	Y
Meadow Ridge	MR	17	372	6	68	440	0	4	96	561.00	561	Y
Meridian Elementary	ME	21	504	3	20	524	1	4	96	586.50	641	N
Millennium Elementary	ML	20	460	3	24	484	0	2	48	573.00	573	Y
Neely-O'Brien	NO	20	460	5	0	460	1	10	240	651.00	651	Y
Panther Lake (New)	PL	21	484	5	20	504	2	7	168	655.00	655	Y
Park Orchard	PO	18	422	7	54	476	1	4	96	553.00	553	Y
Pine Tree	PT	21	467	4	10	477	1	5	120	530.00	530	Y
Ridgewood	RW	21	504	1	0	504	1	2	48	475.03	508	N
Sawyer Woods	SW	21	486	2	0	486	0	0	0	417.78	455	N
Scenic Hill	SH	17	380	6	68	448	4	6	144	610.00	610	Y
Soos Creek	SC	15	322	4	20	342	2	2	48	310.50	335	Y
Springbrook	SB	17	408	4	10	418	2	2	48	533.00	533	Y
Sunrise	SR	21	543	2	0	543	0	3	72	515.55	553	N
Kent Mtn. View Academy	MV	14	356	3	60	416	0	0	0	114.30	116	N
Elementary TOTAL^{1,2}		558	13,070	120	560	13,630	29	79	1,896	14,032.67	14,571	

¹ Elementary classroom capacity is based on average of 24; 20-22 in K-3 & 29 in Grades 4-6. Includes adjustments for class size reduction or special program changes.

² Kent School District Standard of Service reserves some rooms for pull-out programs. ie. 20 Total = 16 Standard + 1 Computer Lab + 1 Music + 1 Integrated Program classroom.

³ All elementary schools have Full Day Kindergarten - 12 FDK programs are State-funded. FTE reports Kind @ .5 & SF-FDK @ 1.0 - P223 Headcount reports Kindergarten @ 1.0.

⁴ Elementary schools have 100% space utilization rate with no adjustments for part-time use of classrooms. Counts exclude ECE Preschoolers & space is reserved for ECE classrooms.

⁵ Elementary Schools in bold type are classified as High Poverty and class size in grades K-1 is 20:1

**KENT SCHOOL DISTRICT No. 415
STANDARD of SERVICE - PROGRAM CAPACITY - INVENTORY of PORTABLES - FTE and HEADCOUNT ENROLLMENT**

K S D MIDDLE SCHOOL	ABR	# of Std Clsrms	Standard Capacity ² @ 85% Utilization		SE / IP ELL Cls	Special Ed Capacity @ 85% Utilization	Spec Prgr Clsrms	Special ¹ Program Capacity @ 85% Utilization	2014-15 Program Capacity ² @ 85% Utilization	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 29 ea.	10/1/2014 P223 FTE ³ Enrollment	10/1/2014 Headcount ³ Enrollment
			Capacity at 25-29 Cls	Capacity at 30-34 Cls										
Cedar Heights Middle School	CH	30	740	8	84	3	71	895	2	0	0	0	645.40	647
Watson Middle School	MA	24	592	6	76	5	119	787	5	1	29	0	605.02	606
Meeker Middle School	MK	29	715	8	93	1	24	832	0	0	0	0	681.60	683
Meridian Middle School	MJ	26	641	5	56	4	95	792	4	1	29	0	682.00	682
Mill Creek Middle School	MC	33	813	5	55	2	48	916	0	2	58	0	878.00	878
Northwood Middle School	NW	33	813	2	18	4	95	926	0	0	0	0	639.80	640
Kent Mountain View Academy (Grades 3 - 12)			Middle School Grade 7 - 8 Enrollment					See Elem					58.15	59
Middle School TOTAL		175	4,314	34	382	19	452	5,148	11	4	116	0	4,189.97	4,195

APPENDIX B

K S D SENIOR HIGH SCHOOL	ABR	# of Std Clsrms	Standard Capacity ² @ 85% Utilization		SE / IP ELL Cls	Special Ed Capacity @ 85% Utilization	Spec Prgr Clsrms	Special ¹ Program Capacity @ 85% Utilization	2013-2014 Program Capacity ² @ 85% Utilization	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 31 ea.	10/1/2014 P223 FTE ³ Enrollment	10/1/2014 Headcount ³ Enrollment
			Capacity at 25-31 Cls	Capacity at 32-36 Cls										
Kent-Meridian Senior High	KM	56	1,476	12	157	12	271	1,904	0	9	279	0	2,007.80	2,076
Kentlake Senior High	KL	58	1,423	13	153	16	381	1,957	2	0	0	0	1,371.00	1,425
Kentridge Senior High	KR	65	1,713	13	136	18	428	2,277	1	2	62	0	2,025.00	2,087
Kentwood Senior High	KW	60	1,581	9	102	20	476	2,159	2	6	186	0	1,615.20	1,914
Kent Mountain View Academy (Grades 3 - 12)			Senior High Grade 9 - 12 Enrollment					See Elem					148.20	153
Kent Phoenix Academy	PH		414					414					291.00	295
Regional Justice Center ⁴	RJ	N/A						N/A					8.00	8
Senior High TOTAL		239	6,607	47	548	66	1,566	8,711	5	17	527	0	7,666.20	7,958

APPENDIX C

DISTRICT TOTAL	972	23,991	201	1,490	85	2,008	27,489	45	100	2,559	25,888.84	26,724.00
											Excludes Running Start & Early Childhood Ed students	

¹ Special Program capacity includes classrooms requiring specialized use such as Special Education, Career & Technical Education Programs, Computer Labs, etc.

² Secondary school capacity is adjusted for 85% utilization rate. Facility Use Study was updated for program changes in 2014-15

³ Enrollment is reported on FTE & Headcount basis. P223 Headcount excludes ECE & College-only Running Start students. Full headcount including ECE & RS = 28,090. Some totals may be slightly different due to rounding.

⁴ 13 Juveniles served at King County Regional Justice Center are reported separately for Institutional Funding on Form E-672. Total RJ count in October 2013 is 10.

**KENT SCHOOL DISTRICT No. 415
USE of PORTABLES**

Relocatable Use ¹	2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020		2020-2021	
	No. of Relocatables	Student Capacity												
Relocatables for classroom use	39	936	79	1,896	83	1,992	99	2,376	112	2,688	119	2,856	136	3,264
Relocatables for program use (ie. Computer labs, music, etc.)	45		45		45		45		45		45		45	
Elementary Capacity Required @ 24 ²	39	936	79	1,896	83	1,992	99	2,376	112	2,688	119	2,856	136	3,264
Middle School Capacity Required @ 29 ³	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior High Capacity Required @ 31	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Relocatables Utilized	84		124		128		144		157		164		181	
Classroom Relocatable/Capacity Required	39	936	79	1,896	83	1,992	99	2,376	112	2,688	119	2,856	136	3,264
Plan for Allocation of Required Classroom Relocatable Facilities included in Finance Plan:														
Elementary ^{1/2}	39		79		83		99		112		119		136	
Middle School	0		0		0		0		0		0		0	
Senior High ³	0		0		0		0		0		0		0	
Total	39		79		83		99		112		119		136	

¹ Use of additional portable for classrooms or special programs is based on need and fluctuations of enrollment at each school.

² Full Day Kindergarten at all Elementary schools will increase the need for portables at the elementary level until permanent capacity can be provided.

³ Although portables are utilized for a wide variety of purposes, new construction and boundary adjustments are timed to minimize the requirement for relocatables.

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	Units	STUDENTS				Student Generation Factor			
		Total	Elem	MS	HS	Total	Elem	MS	HS
Adler's Cove	87	37	27	3	7	0.425	0.310	0.034	0.080
Alyssa Lane	1	0	0	0	0	0.000	0.000	0.000	0.000
Amandale	24	5	0	3	2	0.208	0.000	0.125	0.083
Aqua Vista Estates	2	0	0	0	0	0.000	0.000	0.000	0.000
Avalon Court	26	10	8	0	2	0.385	0.308	0.000	0.077
Battisti	1	0	0	0	0	0.000	0.000	0.000	0.000
Benchmark	54	19	9	4	6	0.352	0.167	0.074	0.111
Benson Hills Div No. 01	1	0	0	0	0	0.000	0.000	0.000	0.000
Benson Place	1	0	0	0	0	0.000	0.000	0.000	0.000
Big K	5	6	4	0	2	1.200	0.800	0.000	0.400
Birdsong Meadows	3	7	1	2	4	2.333	0.333	0.667	1.333
Blair Lane	1	0	0	0	0	0.000	0.000	0.000	0.000
Bollman	10	11	5	4	2	1.100	0.500	0.400	0.200
Braun The	17	2	1	1	0	0.118	0.059	0.059	0.000
Brookfield	2	0	0	0	0	0.000	0.000	0.000	0.000
Brookside Court	25	6	4	1	1	0.240	0.160	0.040	0.040
Canary Hill	16	2	2	0	0	0.125	0.125	0.000	0.000
Cantera	75	39	26	4	9	0.520	0.347	0.053	0.120
Cedar Point	41	18	10	4	4	0.439	0.244	0.098	0.098
Cedar Terrace	1	0	0	0	0	0.000	0.000	0.000	0.000
Chancellor Crest	1	2	0	0	2	2.000	0.000	0.000	2.000
Chateau Meridian	1	0	0	0	0	0.000	0.000	0.000	0.000
Cherry Terrace	1	0	0	0	0	0.000	0.000	0.000	0.000
City View	2	1	0	0	1	0.500	0.000	0.000	0.500
Clark Lake Estates Div No. 01 & No. 02	32	20	12	1	7	0.625	0.375	0.031	0.219
Coates	5	0	0	0	0	0.000	0.000	0.000	0.000
Copper Hill	19	8	4	1	3	0.421	0.211	0.053	0.158
Cornerstone	104	68	41	8	19	0.654	0.394	0.077	0.183
Cottonwood	2	0	0	0	0	0.000	0.000	0.000	0.000
Cottonwood Court	6	1	1	0	0	0.167	0.167	0.000	0.000
Covington Plat	8	0	0	0	0	0.000	0.000	0.000	0.000
Covington Pointe	11	1	1	0	0	0.091	0.091	0.000	0.000
Crestview Tracts Div No. 03	1	1	1	0	0	1.000	1.000	0.000	0.000
Crofton Hills	4	0	0	0	0	0.000	0.000	0.000	0.000
Crowes	28	18	6	3	9	0.643	0.214	0.107	0.321
Crown Terrace	1	0	0	0	0	0.000	0.000	0.000	0.000
Crows 1st	1	0	0	0	0	0.000	0.000	0.000	0.000
Diamond Acres	1	0	0	0	0	0.000	0.000	0.000	0.000
Eagle Creek	48	12	6	3	3	0.250	0.125	0.063	0.063
East Coffield	3	0	0	0	0	0.000	0.000	0.000	0.000

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	Units	STUDENTS				Student Generation Factor			
		Total	Elem	MS	HS	Total	Elem	MS	HS
East Hill Gardens	1	0	0	0	0	0.000	0.000	0.000	0.000
Eastmont	25	3	1	0	2	0.120	0.040	0.000	0.080
El Cove	3	0	0	0	0	0.000	0.000	0.000	0.000
Erwin Estates	1	0	0	0	0	0.000	0.000	0.000	0.000
Fairhaven Div No. 3	2	0	0	0	0	0.000	0.000	0.000	0.000
Fairwood Park Div No. 06	1	0	0	0	0	0.000	0.000	0.000	0.000
Fern Crest Div No. 1	96	81	41	11	29	0.844	0.427	0.115	0.302
Fern Crest Div No. 2	75	78	42	15	21	1.040	0.560	0.200	0.280
Fern Crest Div No. 3	20	18	12	2	4	0.900	0.600	0.100	0.200
Fern Crest West	129	80	49	12	19	0.620	0.380	0.093	0.147
Fieldstone Div 02	26	13	7	4	2	0.500	0.269	0.154	0.077
Fisher Estates	2	1	0	0	1	0.500	0.000	0.000	0.500
Flower Court	31	6	3	0	3	0.194	0.097	0.000	0.097
Forest Ridge Court	13	1	1	0	0	0.077	0.077	0.000	0.000
Framer	2	0	0	0	0	0.000	0.000	0.000	0.000
Gage's Grove	22	12	5	1	6	0.545	0.227	0.045	0.273
Garrison Glen	6	1	1	0	0	0.167	0.167	0.000	0.000
Garrison Greens	17	7	1	3	3	0.412	0.059	0.176	0.176
Glenwood	3	2	0	1	1	0.667	0.000	0.333	0.333
Guinn Crest No. 02	2	0	0	0	0	0.000	0.000	0.000	0.000
Haley's Ridge	19	9	2	2	5	0.474	0.105	0.105	0.263
Hawkesbury Div No. 01	18	7	2	1	4	0.389	0.111	0.056	0.222
Highland Estates South	24	4	3	0	1	0.167	0.125	0.000	0.042
Highland Park Townhouses BSP	16	1	1	0	0	0.063	0.063	0.000	0.000
Highridge Terrace	3	0	0	0	0	0.000	0.000	0.000	0.000
Hill's Evergreen Estates	2	0	0	0	0	0.000	0.000	0.000	0.000
Hollywood	1	0	0	0	0	0.000	0.000	0.000	0.000
Homestead Acres Div No. 02 & 03	2	1	0	0	1	0.500	0.000	0.000	0.500
Homestead Hills Estates	1	0	0	0	0	0.000	0.000	0.000	0.000
Jerry's Place	1	0	0	0	0	0.000	0.000	0.000	0.000
Johnson Neils	4	1	0	0	1	0.250	0.000	0.000	0.250
Kam Singh	11	0	0	0	0	0.000	0.000	0.000	0.000
Kameloch	1	0	0	0	0	0.000	0.000	0.000	0.000
Kara III	7	3	3	0	0	0.429	0.429	0.000	0.000
Kent	1	0	0	0	0	0.000	0.000	0.000	0.000
Kent Scenic Park	1	0	0	0	0	0.000	0.000	0.000	0.000
Kent View	1	0	0	0	0	0.000	0.000	0.000	0.000
Kentara	43	7	4	3	0	0.163	0.093	0.070	0.000
Kentlake Highlands Div 1A	114	80	55	8	17	0.702	0.482	0.070	0.149
Kentlake Highlands Div 1B	123	68	52	6	10	0.553	0.423	0.049	0.081

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	Units			STUDENTS				Student Generation Factor				
	Total	Elem	MS	HS	Total	Elem	MS	HS	Total	Elem	MS	HS
Kentlake Highlands Div 2	10	7	0	4	3	0.700	0.000	0.400	0.300	0.000	0.400	0.300
Kentlake Highlands Div 3	63	40	28	4	8	0.635	0.444	0.063	0.127	0.444	0.063	0.127
Kingsley Glen	1	3	1	0	2	3.000	1.000	0.000	2.000	1.000	0.000	2.000
Knells Knoll	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Lake Desire Summer Home Trs	7	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Lake Desire View	4	1	1	0	0	0.250	0.250	0.000	0.000	0.250	0.000	0.000
Lake Meridian Grove	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Lake Meridian Point	30	17	7	3	7	0.567	0.233	0.100	0.233	0.233	0.100	0.233
Lake Morton Trs	12	3	0	1	2	0.250	0.000	0.083	0.167	0.000	0.083	0.167
Laurel Glen	17	16	4	3	9	0.941	0.235	0.176	0.529	0.235	0.176	0.529
Lexi's Landing	22	17	10	2	5	0.773	0.455	0.091	0.227	0.455	0.091	0.227
Littles	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Lochows Lake Sawyer Trs	3	2	2	0	0	0.667	0.667	0.000	0.000	0.667	0.000	0.000
Maclyn	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Malik Ridge	4	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Manz	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Maple Creek	17	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Meadows at Lake Sawyer	20	6	2	1	3	0.300	0.100	0.050	0.150	0.100	0.050	0.150
Medallion of Kent	18	4	1	0	3	0.222	0.056	0.000	0.167	0.056	0.000	0.167
Meridian Pointe 12	12	4	0	0	4	0.333	0.000	0.000	0.333	0.000	0.000	0.333
Meridian Ridge Div 02	14	5	3	1	1	0.357	0.214	0.071	0.071	0.214	0.071	0.071
Meridian Trace	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Meridian Valley Country Club	4	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Meridiana No. 02 & No. 03	3	1	0	1	0	0.333	0.000	0.333	0.000	0.000	0.333	0.000
Millbrook Heights	16	19	11	4	4	1.188	0.688	0.250	0.250	0.688	0.250	0.250
Millers Northern View 3rd	1	2	2	0	0	2.000	2.000	0.000	0.000	2.000	0.000	0.000
Misty Meadows	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Morford Meadows South	5	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Morgan's Creek	13	10	6	2	2	0.769	0.462	0.154	0.154	0.462	0.154	0.154
Morgan's Place	45	22	14	1	7	0.489	0.311	0.022	0.156	0.311	0.022	0.156
Mountain View Vista	21	2	1	1	0	0.095	0.048	0.048	0.000	0.048	0.048	0.000
Mountaintop Lane	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Mulder Plat	25	31	18	4	9	1.240	0.720	0.160	0.360	0.720	0.160	0.360
North Park	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
North Parke Meadows	46	36	19	9	8	0.783	0.413	0.196	0.174	0.413	0.196	0.174
North Shore of Lake Sawyer	8	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Oakleigh Div 1 & Div 2	43	3	3	0	0	0.070	0.070	0.000	0.000	0.070	0.000	0.000
Olympic Peak Estates	27	6	4	0	2	0.222	0.148	0.000	0.074	0.148	0.000	0.074
Panther Glen	10	8	5	1	2	0.800	0.500	0.100	0.200	0.500	0.100	0.200
Panther Lake Garden Trs	3	0	0	0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	Units		STUDENTS				Student-Generation Factor			
	Total	HS	Total	Elem	MS	HS	Total	Elem	MS	HS
Parkview	44		19	12	2	5	0.432	0.273	0.045	0.114
Pierces First	1		0	0	0	0	0.000	0.000	0.000	0.000
Pine Lake South	3		0	0	0	0	0.000	0.000	0.000	0.000
Pine Tree Farms	9		2	0	1	1	0.222	0.000	0.111	0.111
Plateau at Panther Lake	101		87	49	16	22	0.861	0.485	0.158	0.218
Rainier Vista at Jenkins Creek	137		48	24	11	13	0.350	0.175	0.080	0.095
Reserve at Maple Valley	60		5	5	0	0	0.083	0.083	0.000	0.000
Reserve	1		0	0	0	0	0.000	0.000	0.000	0.000
Ridge at Garrison Creek	22		16	6	4	6	0.727	0.273	0.182	0.273
Ridge at Lake Sawyer Div II	21		5	2	1	2	0.238	0.095	0.048	0.095
Ridge at Lake Sawyer	20		5	5	0	0	0.250	0.250	0.000	0.000
Ridge at Panther Lake Div I	80		53	26	8	19	0.663	0.325	0.100	0.238
Roses Meadow	2		0	0	0	0	0.000	0.000	0.000	0.000
Royal Crest Estates	16		12	8	1	3	0.750	0.500	0.063	0.188
Ruddell's 3rd	1		0	0	0	0	0.000	0.000	0.000	0.000
Schurter Estates	13		2	0	1	1	0.154	0.000	0.077	0.077
Selbourne Lane	15		0	0	0	0	0.000	0.000	0.000	0.000
Shady Lake	17		5	2	2	1	0.294	0.118	0.118	0.059
Smiths R O Orchard Trs	2		0	0	0	0	0.000	0.000	0.000	0.000
Soos Creek Five Acre Tracts	3		1	1	0	0	0.333	0.333	0.000	0.000
Soos Creek Park	2		0	0	0	0	0.000	0.000	0.000	0.000
Sophia Glenn	57		16	12	2	2	0.281	0.211	0.035	0.035
Spring Brook Five-Acre Trs	24		13	8	3	2	0.542	0.333	0.125	0.083
Starcrest 2nd	1		0	0	0	0	0.000	0.000	0.000	0.000
Starmeadow	1		0	0	0	0	0.000	0.000	0.000	0.000
Suncrest	1		0	0	0	0	0.000	0.000	0.000	0.000
Sunniford	55		38	25	5	8	0.691	0.455	0.091	0.145
Sunny Hill No. 02	2		0	0	0	0	0.000	0.000	0.000	0.000
Tahoma Vista	19		6	4	1	1	0.316	0.211	0.053	0.053
Talbot Ridge Estates	22		1	1	0	0	0.045	0.045	0.000	0.000
Terrace Park 10-Acre Trs	2		0	0	0	0	0.000	0.000	0.000	0.000
Timberlane Estates Div No. 01	1		0	0	0	0	0.000	0.000	0.000	0.000
Troviatsky Park Div 01 & Div 02	19		27	11	7	9	1.421	0.579	0.368	0.474
Uneedan Orchard Trs	31		6	2	3	1	0.194	0.065	0.097	0.032
Verde Mesa	1		0	0	0	0	0.000	0.000	0.000	0.000
Villa Real	128		38	23	5	10	0.297	0.180	0.039	0.078
Village Creek Estates	31		24	15	3	6	0.774	0.484	0.097	0.194
Vista Park	2		0	0	0	0	0.000	0.000	0.000	0.000
Walther's	2		5	3	1	1	2.500	1.500	0.500	0.500
Washington Central Imp	17		2	1	0	1	0.118	0.059	0.000	0.059

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

	STUDENTS				Student Generation Factor			
	Total	Elem	MS	HS	Total	Elem	MS	HS
Single Family Developments								
Watermans Acre Trs	4	0	0	1	0.250	0.000	0.000	0.250
Waterman Place	42	8	0	1	0.214	0.190	0.000	0.024
West Creek Court	11	0	1	1	0.182	0.000	0.091	0.091
West Shore of Lake Sawyer	8	0	1	0	0.125	0.000	0.125	0.000
Westmont Vista Ph 2	25	4	0	4	0.160	0.000	0.000	0.160
Wildwood Ridge One & Two	24	0	0	2	0.083	0.000	0.000	0.083
Wilson	1	0	0	0	0.000	0.000	0.000	0.000
Wingfield	118	28	8	20	0.475	0.237	0.068	0.169
Wingfield North	45	9	1	5	0.333	0.200	0.022	0.111
Winterwood Estates Div No. 06	1	0	0	0	0.000	0.000	0.000	0.000
Wood Crest	15	15	0	9	1.600	1.000	0.000	0.600
Woodbridge I	6	1	0	0	0.167	0.167	0.000	0.000
Wooddale & Woodgrove at Fairwood	55	11	0	3	0.255	0.200	0.000	0.055
Woodford Place	12	11	2	4	0.917	0.417	0.167	0.333
Woodside at McGarvey Park Div 3, 5, 6	4	3	0	0	0.750	0.750	0.000	0.000
Unnamed - Single Family Developments	435	172	26	75	0.395	0.163	0.060	0.172
Totals	3,867	992	269	533	0.464	0.257	0.070	0.138
Multi-Family Developments								
East Point	97	20	8	10	0.392	0.206	0.082	0.103
Fir Acres No. 1	1	0	0	0	0.000	0.000	0.000	0.000
Grand Design	2	2	0	1	1.500	1.000	0.000	0.500
Heights at Ridgeview	70	4	0	1	0.057	0.043	0.000	0.014
Laurel Court Townhomes	16	0	0	0	0.000	0.000	0.000	0.000
Laurel Lane Homes	27	0	0	0	0.000	0.000	0.000	0.000
Maplewood Grove	17	4	1	2	0.412	0.235	0.059	0.118
Parks at Kent	145	35	4	6	0.241	0.172	0.028	0.041
Riverview North	187	30	3	7	0.160	0.107	0.016	0.037
Stonebridge Village	32	5	1	1	0.156	0.094	0.031	0.031
Viewcrest	190	12	1	2	0.063	0.047	0.005	0.011
Platform Apartments	176	0	0	0	0.000	0.000	0.000	0.000
Unnamed - Apartments	6	32	3	8	5.333	3.500	0.500	1.333
Totals	966	107	21	38	0.172	0.111	0.022	0.039

Agenda Item 2
Covington City Council Meeting
Date: December 8, 2015

SUBJECT: COVINGTON COMMUNITY PARK – PHASE 2 DESIGN

RECOMMENDED BY: Rachel Bahl, Interim Parks & Recreation Director

ATTACHMENT(S):

1. Phase 2 Drawing

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

Covington Community Park 60% design of Phases 2 and 3 were completed in 2014. This year, staff was successful in securing necessary funding including two RCO grants and legislative appropriation in order to build Phase 2. The \$8.5m Phase 2 budget consists of five different funding sources including a city match of \$354,000.

Additional unplanned funding enables the scope of Phase 2 to expand to incorporate elements of Phase 3. Parks planning staff solicited design feedback from the Council during the September 9th meeting. That input, incorporated with review and comments from the Parks and Recreation Commission and city staff is reflected in this proposed design.

This presentation will discuss the additional elements included in the \$7.2m base bid and proposes options for the Add-Alternates within the remaining \$1m budget. Choices fall into two main options; (1) adding the outdoor education shelter and one large and standard shelter each or (2) grading for the future synthetic field.

Next steps in the Covington Community Park Phase 2 project include, through most of 2016, processing grant contracts, project management, development of construction drawings, applications for wetlands mitigation and permits and going out to bid and then construction tentatively scheduled for 2017.

FISCAL IMPACT:

Selection between the two Add-Alternates options are within the project budget of \$8.5m.

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

PROVIDE DIRECTION TO STAFF

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



PHASE 2

OPTION B BASE BID COMPONENTS
(includes work associated with construction)

- A** STAGE W/ GREEN ROOF
- B** RESTROOMS / CONCESSIONS
- C** STANDARD SHELTER
- D** CHILDREN'S PLAY AREA
- E** PAVED TRAIL
- F** TENNIS COURT W/ SOUTH ACCESS
- G** SOFT SURFACE TRAIL
- H** LAWN TERRACE
- I** ENTRY, DROP-OFF AND TERRACE
- J** PARKING LOT
- K** PARK SIGN
- L** 180TH AVENUE SE IMPROVEMENTS
- M** WETLAND MITIGATION (WM)
- N** BIOSWALE
- O** TEMPORARY LOOP AROUND

ADD-ALTERNATE OPTIONS

- A** EDUCATION CENTER
- B** LARGE SHELTER
- C** STANDARD SHELTER
- D** GRADING FOR FUTURE FIELD

PHASE 3

- A** NORTHEAST PLAZA
- B** WATER FEATURE
- C** BASKETBALL COURT
- D** SAND VOLLEYBALL COURT
- E** PING PONG
- F** TOT LOT
- G** FITNESS AREA
- H** SYNTHETIC TURF FIELD
- I** KIOSK
- J** CONCESSIONS - FIT OUT
- K** SE 240TH STREET IMPROVEMENTS
- L** 180TH AVENUE SE IMPROVEMENTS
- M** WM (ON OR OFF-SITE T.B.D.)
- N** PARKING LOT & LOOP AROUND
- O** BIOSWALE

Agenda Item 3
Covington City Council Meeting
Date: December 8, 2015

SUBJECT: CONSIDER AN ORDINANCE RELATING TO DONATIONS OF MONEY AND PROPERTY TO THE CITY OF COVINGTON

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT:

1. Draft ordinance

PREPARED BY: Rachel Ann Bahl, Interim Parks & Recreation Director

EXPLANATION:

RCW 35.21.100 requires that donations to cities are accepted by ordinance; the attached ordinance supports the City of Covington's policies and procedures for fundraising and the acceptance of donations for municipal purposes. The proposed ordinance establishes procedures for and encourages the acceptance of donations through established policies, such as the Public Art Fundraising Plan (Resolution 3-164), approved June 9, 2015.

ALTERNATIVES:

1. Do not adopt the ordinance and provide direction to staff.

FISCAL IMPACT: No change; allows for continued acceptance of donations

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

**Councilmember _____ moves, Councilmember _____
seconds to adopt an ordinance to establish a procedure for accepting and
receiving donations to the City of Covington.**

REVIEWED BY: City Manager, City Attorney, and Finance Director.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON RELATING TO DONATIONS OF BOTH MONEY AND PROPERTY TO THE CITY OF COVINGTON; ADDING A NEW CHAPTER 3.85 TO THE COVINGTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE; AND PROVIDING FOR CORRECTIONS.

WHEREAS, the City of Covington (the “City”) has been and may continue to be approached by private citizens, business groups, or other private organizations desiring to make donations to the City for public purposes; and

WHEREAS, RCW 35.21.100 requires that donations to the City of Covington (the “City”) be accepted by ordinance and, while City policy provides for acceptance of certain donations, the City has a need for a general ordinance to establish a procedure and means for the receipt of and the accounting for donations to the City; and

WHEREAS, the City Council wishes to continue encouraging receipt of donations for the benefit of the residents of Covington; and

WHEREAS, this ordinance is an exercise of the City’s police and legislative authority derived from Wash. Const. art. XI, Sec. 11 and is consistent with RCW 35.22.280, and is to protect the public health, safety, and welfare;

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

Section 1. New Chapter 3.85 CMC. A new chapter is hereby added to the Covington Municipal Code to read as follows:

**Chapter 3.85
Donations of Property to City**

- Section 3.85.010 Administration.**
- Section 3.85.020 Acceptance.**
- Section 3.85.030 Use.**

3.85.010 Administration.

The City Manager or designee shall have the responsibility for the administration of all donations to the City and may issue policies and procedures to implement this ordinance.

3.85.20 Acceptance.

All monetary and non-monetary donations shall be reviewed and either accepted or denied consistent with the policies and procedures created to implement this ordinance.

3.85.030 Use.

In the event a donor has indicated the donation is for a specific intended use by the City, such donation shall, to the extent reasonably feasible, be used consistent with the donor's desired use. If a donor has not specified a particular desired use, the donation may be used for any municipal purpose.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance shall be adjudged by any court of competent jurisdiction to be valid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section, or part of this law are hereby declared to be severable.

Section 3. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary technical corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 4. Effective Date. Upon passage, 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 publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON ON THIS 8th DAY OF DECEMBER, 2015, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON THE 8th DAY OF DECEMBER, 2015.

Mayor Margaret Harto

PUBLISHED: December 11, 2015
EFFECTIVE: December 16, 2015

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer
City Attorney

Agenda Item 4
Covington City Council Meeting
Date: December 8, 2015

SUBJECT: CONSIDER PROPOSED ORDINANCE ADOPTING THE CY2016 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2016 COST OF LIVING ADJUSTMENT FOR CITY EMPLOYEES

ATTACHMENT(S):

1. Proposed 2016 Budget Ordinance with exhibits.

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

The City Council has received the 2016 budget, held public hearings, and listened to presentations from staff about their respective departments. The City Manager presented an overview of the budget and gave his perspective on current and future budgets. In addition, Council reviewed the 6-year financial forecast.

Based on direction from the Council, this ordinance represents the final known budget that the Council wishes to adopt for CY2016. The Council will be hearing additional public comment at this meeting and modifications may be made before final consideration.

ALTERNATIVES:

1. The Council could amend the proposed budget for CY2016.
2. The budget could be adopted at a later date; however the budget is required to be adopted prior to the beginning of the new calendar year.

FISCAL IMPACT:

The CY2016 Budget, including transfers-in (out) and fund balances, totals \$41,569,914.

CITY COUNCIL ACTION: X Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to pass an Ordinance, in substantial form as that attached hereto, adopting the CY2016 Operating and Capital Budget.

ATTACHMENT 1

ORDINANCE NO. 20-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING THE CY2016 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2016 COST OF LIVING ADJUSTMENT FOR CITY EMPLOYEES.

WHEREAS, Chapter 35A.33 RCW requires the city to adopt an annual budget and provides procedures for the filing of estimates, a preliminary budget, deliberations, public hearings, and final adoption of the budget; and

WHEREAS, a preliminary budget for the year 2016 was prepared and filed with the City Clerk; and

WHEREAS, public hearings were scheduled and properly noticed for October 27, 2015, at 7:00 pm and November 24, 2015, at 7:00 pm for the purpose of making and adopting the final budget for the year 2016; and

WHEREAS, the City Council did hold said hearings and deliberated and made such changes as deemed necessary and proper; and

WHEREAS, the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Covington for the year 2016 and being sufficient to meet the needs of the City of Covington for this period;

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

Section 1. The budget for the City of Covington, Washington, for the year 2016 is hereby adopted at the fund level in its final form and content as set forth in the document entitled "City of Covington 2016 Budget" dated December 8, 2015, a true and correct copy of which is attached hereto as Exhibit "A", and incorporated herein by reference.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Covington for the year 2016, and aggregate totals for all such funds combined are set forth in summary form below and are hereby appropriated for expenditure at the fund level during the year 2016 as set forth below:

<u>FUND</u>	<u>AMOUNT</u>
General Fund	\$ 15,344,516
Street Fund	1,577,571
Development Services Fund	4,052,507
Surface Water Management Fund	10,282,456
Capital Investment Program Fund	5,262,759
Cumulative Reserve Fund	1,429,679
Contingency Fund	421,746
Real Estate Excise Tax Fund 1 st Qtr	200,000
Real Estate Excise Tax Fund 2 nd Qtr	200,000
Local Improvement District Fund	34,350
LID Guaranty Fund	34,350
Long-Term Debt Service Fund	1,278,465
Unemployment Reserve Fund	329,968
Equipment Replacement Fund	<u>1,121,547</u>
Total All Funds	<u>\$ 41,569,914</u>

Section 3. The 2016 budget provides funding for and it is hereby authorized that a 1.6072% Cost of Living Adjustment (COLA) for all regular (non-contract) city employees is to take effect on January 1, 2016.

Section 4. The 2016 budget provides funding for and it is hereby authorized that a step increase be awarded to all employees on that date which is one year from their date of hire or the date of their last step increase. The exact details of the step program are to be established by the City Manager, subject to the funded level in the budget.

Section 5. The 2016 Salary Schedule for authorized positions is attached hereto as Exhibit “B”, and incorporated herein by reference.

Section 6. Any surplus funds remaining in the Local Improvement District Fund after all bonds have been paid shall be transferred to the LID Guaranty Fund. Upon certification by the Finance Director that the LID Guaranty Fund has sufficient funds currently on hand to meet all valid outstanding obligations of the fund and all other obligations of the fund reasonably expected to be incurred in the near future, then the surplus funds shall be transferred to the General Fund. The net cash of the LID Guaranty fund may be reduced to no less than ten percent of the net outstanding obligations guaranteed by the fund.

Section 7. The Parks and Recreation Department, Aquatics Division, is allowed to increase or decrease FTE’s based on program demand.

Section 8. A complete copy of the final budget as adopted herein shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Municipal Research and Services Center of Washington. Three copies of the final budget as adopted herein shall be filed with the City Clerk and shall be available for use by the public.

Section 9. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 10. 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.

Section 11. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Passed by the Council on this 8th day of December, 2015.

Mayor Margaret Harto

ATTESTED:

PUBLISHED: December 11, 2015

EFFECTIVE: December 16, 2015

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

2016

EXHIBIT A

City of Covington
Adopted Budget - By Fund
For the Fiscal Year 2016

	<u>General Fund</u>	<u>Street Fund</u>	<u>Development Services Fund</u>	<u>Surface Water Management Fund</u>	<u>Capital Investment Program Fund</u>	<u>Cumulative Reserve Fund</u>
Beginning Fund Balances (Projected), January 1, 2016	\$ 4,150,161	\$ 556,590	\$ 2,794,277	\$ 8,072,456	\$ 2,769,786	\$ 1,420,479
Projected Revenues:	11,160,005	809,295	1,258,230	2,210,000	1,130,866	3,200
Projected Expenditures:	<u>(9,675,128)</u>	<u>(1,162,589)</u>	<u>(1,301,699)</u>	<u>(2,648,594)</u>	<u>(1,386,832)</u>	-
Fund Transfers In:	34,350	211,686	-	-	-	6,000
Fund Transfers (Out):	(1,090,151)	(6,000)	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	<u>429,076</u>	<u>(147,608)</u>	<u>(43,469)</u>	<u>(438,594)</u>	<u>(255,966)</u>	<u>9,200</u>
Base Budget Projected Ending Fund Balances, December 31, 2016	\$ <u>4,579,237</u>	\$ <u>408,982</u>	\$ <u>2,750,808</u>	\$ <u>7,633,862</u>	\$ <u>2,513,820</u>	\$ <u>1,429,679</u>
Decision Packages:						
Decision Packages Expenditures:	(512,145)	(81,664)	(144,020)	(113,660)	(1,547,900)	-
Related Revenues	-	-	-	-	1,302,107	-
Fund Transfers In:	-	-	-	-	60,000	-
Fund Transfers (Out):	(60,000)	-	-	-	-	-
Debt Proceeds:	-	-	-	-	-	-
Total Decision Packages	<u>(572,145)</u>	<u>(81,664)</u>	<u>(144,020)</u>	<u>(113,660)</u>	<u>(185,793)</u>	-
Assigned Ending Fund Balance	1,969,637	-	-	-	152,876	-
Adjusted Ending Fund Balances, December 31, 2016	\$ <u>2,037,455</u>	\$ <u>327,318</u>	\$ <u>2,606,788</u>	\$ <u>7,520,202</u>	\$ <u>2,175,151</u>	\$ <u>1,429,679</u>
Totals for Budget Ordinance Sources	\$ 15,344,516	\$ 1,577,571	\$ 4,052,507	\$ 10,282,456	\$ 5,262,759	\$ 1,429,679
Totals for Budget Ordinance Uses	\$ (15,344,516)	\$ (1,577,571)	\$ (4,052,507)	\$ (10,282,456)	\$ (5,262,759)	\$ (1,429,679)

2016

City of Covington
Adopted Budget - By Fund
For the Fiscal Year 2016

Contingency Fund	Real Estate Excise Tax Fund 1st Qtr%	Real Estate Excise Tax Fund 2nd Qtr%	L.I.D. 99-01 Fund	L.I.D. Guaranty Fund	Long-Term Debt Service Fund	Unemployment Insurance Reserve Fund	Equipment Replacement Fund	Total
\$ 421,746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,254	\$ 954,003	\$ 21,417,752
-	200,000	200,000	34,350	-	-	51,714	167,544	17,225,204
-	-	-	-	-	(1,278,465)	(50,000)	(106,508)	(17,609,815)
-	-	-	-	34,350	1,278,465	-	-	1,564,851
-	(200,000)	(200,000)	(34,350)	(34,350)	-	-	-	(1,564,851)
-	-	-	-	-	-	1,714	61,036	(384,611)
\$ 421,746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,968	\$ 1,015,039	\$ 21,033,141
-	-	-	-	-	-	-	-	(2,399,389)
-	-	-	-	-	-	-	-	1,302,107
-	-	-	-	-	-	-	-	60,000
-	-	-	-	-	-	-	-	(60,000)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	(1,097,282)
-	-	-	-	-	-	-	-	2,122,513
\$ 421,746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,968	\$ 1,015,039	\$ 17,813,346
\$ 421,746	\$ 200,000	\$ 200,000	\$ 34,350	\$ 34,350	\$ 1,278,465	\$ 329,968	\$ 1,121,547	\$ 41,569,914
\$ (421,746)	\$ (200,000)	\$ (200,000)	\$ (34,350)	\$ (34,350)	\$ (1,278,465)	\$ (329,968)	\$ (1,121,547)	\$ (41,569,914)

EXHIBIT B**City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2016**

Position	Salary Range Annual		
City Manager	\$ 149,029	-	\$ 177,948
Community Development Director	\$ 118,047	-	\$ 140,954
Finance Director	\$ 118,047	-	\$ 140,954
Parks & Recreation Director	\$ 118,047	-	\$ 140,954
Public Works Director	\$ 118,047	-	\$ 140,954
Chief Building Official	\$ 102,000	-	\$ 121,793
City Engineer	\$ 96,227	-	\$ 114,901
Development Review Engineer	\$ 85,643	-	\$ 102,263
Deputy Building Official	\$ 85,643	-	\$ 102,263
Senior Information Systems Administrator	\$ 83,218	-	\$ 99,367
City Clerk/Executive Assistant	\$ 80,794	-	\$ 96,473
Personnel Manager	\$ 78,509	-	\$ 93,744
Principal Planner	\$ 78,509	-	\$ 93,744
Senior Accountant	\$ 76,222	-	\$ 91,014
Maintenance Supervisor	\$ 76,222	-	\$ 91,014
Communications & Marketing Manager	\$ 76,222	-	\$ 91,014
Plans Examiner/Building Inspector	\$ 76,222	-	\$ 91,014
Recreation Manager	\$ 76,222	-	\$ 91,014
Senior Planner	\$ 74,064	-	\$ 88,437
Aquatic Supervisor	\$ 71,906	-	\$ 85,860
Surface Water Management Program Coordinator	\$ 69,830	-	\$ 83,381
Permit Center Coordinator	\$ 67,837	-	\$ 81,001
Construction Inspector	\$ 67,837	-	\$ 81,001
Parks Planner	\$ 67,837	-	\$ 81,001

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2016

Position	Salary Range Annual		
Associate Planner/Code Enforcement Officer	\$ 65,916	-	\$ 78,707
Programs Supervisor/Public Works	\$ 65,916	-	\$ 78,707
Accountant I	\$ 63,996	-	\$ 76,415
Engineering Technician/GIS Coordinator	\$ 63,996	-	\$ 76,415
Personnel & Human Services Analyst	\$ 62,185	-	\$ 74,254
Senior Deputy City Clerk	\$ 62,185	-	\$ 74,254
Maintenance Worker	\$ 60,375	-	\$ 72,092
Senior Accounting Clerk	\$ 56,958	-	\$ 68,011
Aquatics Specialist	\$ 53,733	-	\$ 64,159
Athletics Specialist	\$ 53,733	-	\$ 64,159
Recreation Specialist	\$ 53,733	-	\$ 64,159
Executive Department Assistant/Receptionist	\$ 49,257	-	\$ 58,816
Permit/Planning Technician	\$ 47,821	-	\$ 57,102
Customer Service Specialist	\$ 46,468	-	\$ 55,485
Office Technician II/Executive Office	\$ 46,468	-	\$ 55,485
Management Assistant	\$ 41,356	-	\$ 49,381
Water Safety Instructor II	\$ 35,969	-	\$ 42,948
Specialty Instructor	\$ 33,933	-	\$ 40,518
Water Safety Instructor	\$ 33,933	-	\$ 40,518
Recreation Assistant	\$ 33,933	-	\$ 40,518
Desktop Support Technician	\$ 30,256	-	\$ 36,128
Engineering/GIS Intern	\$ 30,030	-	\$ 35,857
Finance Assistant	\$ 30,030	-	\$ 35,857
Aquatics Lead	\$ 28,597	-	\$ 34,147

City of Covington
Employee Positions/Salary Range Schedule
For the Fiscal Year 2016

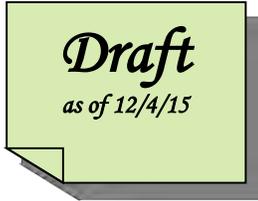
Position	Salary Range Annual
Lifeguard II	\$ 28,597 - \$ 34,147
Maintenance Worker (Seasonal)	\$ 28,306 - \$ 33,799
Lifeguard	\$ 26,979 - \$ 32,214
Recreation Lead	\$ 26,979 - \$ 32,214
Referee	\$ 21,713 - \$ 25,926
Recreation Aide	\$12/hr flat rate
Office Assistant	\$12/hr flat rate

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

**6:00 p.m., Tuesday, January 12, 2016
Special Meeting – Joint Study Session with Planning Commission**

**7:00 p.m., Tuesday, January 12, 2016
Regular Meeting**

(Draft Agendas Attached)



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL JOINT STUDY SESSION WITH PLANNING COMMISSION**

**Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov**

Tuesday, January 12, 2016 – 6:00 p.m.

GENERAL INFORMATION:

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

CALL CITY COUNCIL JOINT STUDY SESSION TO ORDER

ROLL CALL

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION

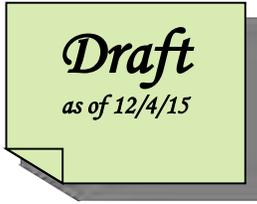
1. Planning Commission 2016 Work Plan (Hart)

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

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay services, please use the state's toll-free relay service at 800-833-6384 and ask the operator to dial 253-480-2400.

****Note* A Regular Council meeting will follow at approximately 7:00 p.m.***



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

Tuesday, January 12, 2016
7:00 p.m.

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

Note: A Joint Study Session with Planning Commission is scheduled from 6:00 to 7:00 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

ROLL CALL/PLEDGE OF ALLEGIANCE

SELECTION OF MAYOR

SELECTION OF MAYOR PRO TEM

RECEPTION FOR NEWLY ELECTED COUNCILMEMBERS, MAYOR AND MAYOR PRO TEM

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

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

APPROVE CONSENT AGENDA

- C-1. Minutes: November 10, 2015 Regular Meeting; November 24, 2015 Special Meeting-Joint Study Session with Planning Commission; November 24, 2015 Regular Meeting; December 8, 2015 Special Meeting; and December 8, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Appointments to Council's Commission Interview Sub Committees (Council)
- C-4. Appointments to Council's Commission Exit Interview Sub Committee (Council)
- C-5. Appointments to Council's Audit Committee (Hendrickson)
- C-6. Approve Indigent Defense Services Agreement (Bolli)
- C-7. Approve Interlocal Agreement with City of Kent for CIP 1127 (Vondran)

NEW BUSINESS

- 1. Appointments to 2016 Representatives to Regional Boards and Committees (Council)
- 2. Consider Code Amendments on Sheds and Accessory Structures (Bykonen/Hart)
- 3. Consider Planning Commission 2016 Work Plan (Hart)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

- To Review the Performance of a Public Employee Pursuant to RCW 42.30.110(1)(g).
- To Discuss Potential Litigation Pursuant to RCW 42.30.110(1)(i).

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).