



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

[www.covingtonwa.gov](http://www.covingtonwa.gov)

**Tuesday, December 9, 2014  
7:00 p.m.**

**City Council Chambers  
16720 SE 271<sup>st</sup> Street, Suite 100, Covington**

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**CALL CITY COUNCIL REGULAR MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**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.\*

**RECEPTION FOR OUTGOING COUNCILMEMBER WAYNE SNOEY**

**APPROVE CONSENT AGENDA**

- C-1. Minutes: November 18, 2014, 11:15 a.m. Special Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Mountain Meadows Final Plat Resolution (Hart)
- C-4. Approve Abaco Pacific Agreement for Real Estate Services Amendment (Vondran)
- C-5. Approve Wilson Fleet Services Agreement (Vondran)
- C-6. Approve Recycling Events for 2015 Agreement (Vondran)
- C-7. Pass Ordinance Adopting a 2014 Budget Amendment (Hendrickson)
- C-8. Approve Comprehensive Emergency Management Plan Update Consultant Agreement (Vondran)

**PUBLIC HEARING**

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

**NEW BUSINESS**

- 2. Consider Interlocal Agreement with the Cities of Black Diamond and Maple Valley (Hart)
- 3. Consider Process to Appoint New Councilmember (Council)
- 4. Consider Ordinance Adopting the CY2015 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**

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

**Consent Agenda Item C-1**

Covington City Council Meeting

Date: December 9, 2014

SUBJECT: APPROVAL OF MINUTES: NOVEMBER 18, 2014, 11:15 AM, CITY COUNCIL  
SPECIAL MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution  X  Motion \_\_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds, to approve the November 18, 2014, 11:15 a.m. City  
Council Special Meeting Minutes.**

**City of Covington  
City Council Special Meeting Minutes  
Tuesday, November 18, 2014**

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

The Special Meeting was called to order in the City Council Chambers, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington, Washington, Tuesday, November 18, 2014, at 11:22 a.m., with Mayor Harto presiding.

**COUNCILMEMBERS PRESENT:**

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

**STAFF PRESENT:**

Rob Hendrickson, Interim City Manager; Noreen Beaufriere, Personnel Manager; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the special meeting to order.

**APPROVAL OF AGENDA:**

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

**NEW BUSINESS:**

1. Select Interview Format for Finalist Interviews.

Personnel Manager Noreen Beaufriere informed the Council that a decision was needed on whether to hold the interviews in an open or closed session.

**Council Action: Mayor Pro Tem Wagner moved and Councilmember Snoey seconded to hold the city manager interviews in Executive Session. Vote: 7-0. Motion carried.**

**Council Action: Mayor Pro Tem Wagner moved and Councilmember Mhoon seconded to approve the eleven interview questions presented in the handout. Vote: 7-0. Motion carried.**

Mr. Greg Protham of the Protham consulting firm spoke to the Council about the city manager interview process.

Councilmembers discussed the interview process and asked questions, and Mr. Protham provided responses.

City Attorney Sara Springer provided further information on the interview process.

**RECESS FOR LUNCH:**

Councilmembers recessed from 11:36 a.m. to 1:06 p.m. for a luncheon with the candidates and management team staff.

**EXECUTIVE SESSION:**

To evaluate the qualifications of applicants for public employment (RCW 42.30.110(1)(g)) from 1:06 p.m. to 6:58 p.m.

It was announced the City Council would enter into Executive Session until 5:15 p.m. At 5:15 p.m. the Executive Session was extended until 6:30 p.m. At 6:30 p.m. the Executive Session was extended until 6:50 p.m. At 6:50 p.m. the Executive Session was extended until 6:58 p.m.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 6:58 p.m.

Prepared by:

Submitted by:

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Joan Michaud  
Senior Deputy City Clerk

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Sharon Scott  
City Clerk

**Consent Agenda Item C-2**

Covington City Council Meeting

Date: December 9, 2014

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #31801-31837, including ACH Payments and an Electronic Funds Transfer in the Amount of \$232,303.17, Dated November 24, 2014 and Paylocity Payroll Checks #1003127298-1003127313 and Paylocity Payroll Check #1003127427-1003127427 inclusive, Plus Employee Direct Deposits in the Amount of \$152,557.51, Dated December 5, 2014.

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 #31801-31837, including ACH Payments and an Electronic Funds Transfer in the Amount of \$232,303.17, Dated November 24, 2014 and Paylocity Payroll Checks #1003127298-1003127313 and Paylocity Payroll Check #1003127427-1003127427 inclusive, Plus Employee Direct Deposits in the Amount of \$152,557.51, Dated December 5, 2014.**

November 24, 2014

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check #31801 through Check #31837, including ACH payments and an electronic funds transfer

In the Amount of \$232,303.17

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

\_\_\_\_\_  
Cassandra Parker  
Interim Deputy Finance Director

\_\_\_\_\_  
Mark Lanza  
City Councilmember

\_\_\_\_\_  
Wayne Snoey  
City Councilmember

\_\_\_\_\_  
Marlla Mhoon  
City Councilmember

Council Meeting Date Approved \_\_\_\_\_

# Accounts Payable

## Checks by Date - Detail by Check Date

User: scles  
 Printed: 11/26/2014 10:34 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0546 0546-11	Victoria Throm Throm; NHRMA conference, mileage	11/24/2014	45.42
Total for this ACH Check for Vendor 0546:				45.42
ACH	0706 4429 4429 4430 4430	Covington Retail Associates 1st floor; operating expenses, December 1st floor; building lease, December 2nd floor; operating expenses, December 2nd floor; building lease, December	11/24/2014	10,757.40 25,717.00 1,484.75 3,280.83
Total for this ACH Check for Vendor 0706:				41,239.98
ACH	1705 TM-145277	Alpine Products, Inc. Land O'Frost sponsorship banner	11/24/2014	245.28
Total for this ACH Check for Vendor 1705:				245.28
ACH	2250 C046	SBS Legal Services Legal services; 11/8-11/21/14	11/24/2014	4,536.00
Total for this ACH Check for Vendor 2250:				4,536.00
ACH	2555 43508140	NuCO2 LLC Aquatics; CO2 for pH control	11/24/2014	130.35
Total for this ACH Check for Vendor 2555:				130.35
31801	2033 7365 7715 7715	Aquatic Specialty Services Aquatics; swim lift service call/repair Aquatics; pool chemicals Aquatics; clean/calibration service; November	11/24/2014	1,012.69 762.38 179.19
Total for Check Number 31801:				1,954.26
31802	0019 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014 100315L122014	AWC Employee Benefits Trust Medical Insurance Premiums, December Medical Insurance Premiums, December	11/24/2014	2,398.91 1,684.38 10,204.96 2,149.70 2,093.71 1,816.87 6,615.72 770.20 5,670.97 1,565.08 422.56 1,084.95 7,253.85 5,611.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31802:	49,343.39
31803	0176 0176-11	Noreen Beaufriere Beaufriere; NHRMA seminar, mileage	11/24/2014	38.07
			Total for Check Number 31803:	38.07
31804	1997 004511 013915	Capital One Commercial Emergency Coordination Center; lunch, 11/12/14 Aquatics; employee recognition award candy	11/24/2014	68.10 44.97
			Total for Check Number 31804:	113.07
31805	2819 2819-11 2819-11	Caron Fitness Instructor payment; Zumba, October Instructor payment; Zumba, September	11/24/2014	63.00 169.58
			Total for Check Number 31805:	232.58
31806	2270 6317966698B-11	CenturyLink City hall; telephone, 11/13-12/13/14	11/24/2014	96.84
			Total for Check Number 31806:	96.84
31807	2366 1319690507	CenturyLink Business Services Aquatics; internet/loop, October	11/24/2014	360.00
			Total for Check Number 31807:	360.00
31808	0366 0366-11	City of Covington SWM utility tax; October	11/24/2014	37,632.42
			Total for Check Number 31808:	37,632.42
31809	0366 BL14-XXX PW14-XXX	City of Covington Tree lighting; building permit Tree lighting; right of way permit	11/24/2014	113.80 178.00
			Total for Check Number 31809:	291.80
31810	2851 111088	Environmental Science Associates CCP; wetland monitoring, 7/17-10/31/14	11/24/2014	2,403.75
			Total for Check Number 31810:	2,403.75
31811	1996 141115 141115 141115	Facility Maintenance Contractors Maint shop; janitorial service Maint shop; janitorial service Maint shop; janitorial service	11/24/2014	109.60 54.80 109.60
			Total for Check Number 31811:	274.00
31812	2821 2821-11 2821-11-1	Dominic Finazzo Finazzo; mileage reimbursement, September Finazzo; mileage reimbursement, October	11/24/2014	10.98 13.89
			Total for Check Number 31812:	24.87
31813	1875 102926	FirstChoice Coffee service	11/24/2014	114.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31813:	114.63
31814	2045 21375	Goodbye Graffiti Seattle Everclean program, November	11/24/2014	431.14
			Total for Check Number 31814:	431.14
31815	0302 13504.00-12 13577.00-13 13599.00-13 14528.00-5	Gray & Osborne CIP 1029; engineering, 10/12-11/08/14 CIP 1057; engineering, 10/12-11/08/14 Timberlane/Jenkins Park SW LID; engineering, CIP 1014; engineering, 10/12-11/08/14	11/24/2014	984.41 2,589.85 3,300.65 1,581.11
			Total for Check Number 31815:	8,456.02
31816	2527 49	Harkness Construction, LLC Minor housing repair; #RIOR-01-13	11/24/2014	2,795.36
			Total for Check Number 31816:	2,795.36
31817	2648 2648-11	Hart's Gymnastics Instructors payment; Gymnastics Fall Quarter 20	11/24/2014	352.00
			Total for Check Number 31817:	352.00
31818	1658 27657567-001 27732331-001	Hertz Equipment Rental Corp. Tree lighting; boom truck rental, 9/23 Rental; compressor, 11/5-11/6/14	11/24/2014	491.53 477.88
			Total for Check Number 31818:	969.41
31819	1722 2-1068224	Honey Bucket Skate park; portable toilet, 11/5-12/4/14	11/24/2014	204.75
			Total for Check Number 31819:	204.75
31820	1342 12499109 12499109 12499109 12499109 12499109	Integra Telecom Maint shop; telephone, 11/8-12/7/14 City hall; telephone, 11/8-12/7/14 Maint shop; telephone, 11/8-12/7/14 Maint shop; telephone, 11/8-12/7/14 Aquatics; telephone, 11/8-12/7/14	11/24/2014	177.14 1,210.38 177.14 88.56 90.20
			Total for Check Number 31820:	1,743.42
31821	1803 KWK7931	Iron Mountain Secure document storage; November	11/24/2014	233.05
			Total for Check Number 31821:	233.05
31822	1701 389261 389999 389999 389999	Johnsons Home & Garden Jenkins Creek bridge, staples Maint shop; nuts, screws Maint shop; nuts, screws Maint shop; nuts, screws	11/24/2014	4.33 0.44 0.86 0.86
			Total for Check Number 31822:	6.49
31823	0600 CV13-0009	King County Recorder Record declaration of compliance letter for code	11/24/2014	33.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31823:	33.00
31824	2795	Tatyana Kiselyov	11/24/2014	
	2795-11	Reimbursement; Hollydaze supplies		36.12
	2795-11-1	Kiselyov; mileage reimbursement, September		1.57
	2795-11-2	Kiselyov; mileage reimbursement, October		4.70
			Total for Check Number 31824:	42.39
31825	1431	Valerie Lyon	11/24/2014	
	1431-11	Reimbursement; Budget workshop tablecloth cle		62.55
			Total for Check Number 31825:	62.55
31826	2853	Kathryn Miles	11/24/2014	
	2853-11	Tree Lighting; entertainment		100.00
			Total for Check Number 31826:	100.00
31827	2550	Motorplex Pro-Tow	11/24/2014	
	73350	#3383; repairs/maintenance		2,969.02
	73363	#3390; repairs		1,255.21
			Total for Check Number 31827:	4,224.23
31828	1249	Orca Pacific Inc.	11/24/2014	
	12516	Aquatics; pool chemicals		338.83
			Total for Check Number 31828:	338.83
31829	0161	Puget Sound Energy	11/24/2014	
	200003986730-11	Streets; electricity, 10/3-10/31/14		72.76
	200003987282-11	Streets; electricity, 10/4-11/03/14		63.88
	200003987464-11	Streets; electricity, 10/4-11/03/14		10.84
	200004045635-11	Streets; electricity, 10/3-10/31/14		79.99
	200004045866-11	Streets; electricity, 10/4-11/03/14		70.82
	200005568858-11	Streets; electricity, 10/1-10/29/14		78.75
	200013103656-11	CCP; electricity, 10/1-10/29/14		30.59
	200013951476-11	Streets; electricity, 10/1-10/29/14		87.01
	200014568881-11	Maint shop; electricity, 10/1-10/29/14		33.32
	200014568881-11	Maint shop; electricity, 10/1-10/29/14		66.62
	200014568881-11	Maint shop; electricity, 10/1-10/29/14		66.62
	200022909309-11	Streets; electricity, 10/3-10/31/14		85.80
	200022909689-11	Skate park; electricity, 10/4-11/03/14		13.28
	300000001770-11	City tree; electricity, 10/3-10/31/14		10.84
	300000001770-11	Streets; electricity, 10/3-10/31/14		26.50
	300000001788-11	Streets; electricity, 10/2-10/30/14		8,378.56
	300000001788-11	Streets; electricity, 10/2-10/30/14		76.93
	300000001804-11	Streets; electricity, 10/1-10/29/14		89.26
	300000007744-11	Aquatics; natural gas, 10/1-10/29/14		2,355.64
	300000007744-11	Aquatics; electricity, 10/1-10/29/14		2,042.28
	300000007934-11	City hall; natural gas, 10/3-10/31/14		55.83
	300000007934-11	City hall; electricity, 10/3-10/31/14		1,581.62
	300000011266-11	Crystal view; electricity, 10/3-10/31/14		10.84
	300000011266-11	SR 516; electricity, 10/3-10/31/14		197.81
			Total for Check Number 31829:	15,586.39
31830	2854	Barbara Quarless	11/24/2014	
	2854-11	Tree lighting; The Islanders, entertainment		750.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31830:	750.00
31831	2165 2165-11	John Schuoler Tree lighting; DJ and sound	11/24/2014	400.00
			Total for Check Number 31831:	400.00
31832	2474 991	SCORE Jail costs; October	11/24/2014	19,440.00
			Total for Check Number 31832:	19,440.00
31833	1905 C816950-701 C817521-701	Sharp Electronics Corporation Workroom copier; usage, 10/9-11/1/14 Police copier; usage, 10/20-11/17/14	11/24/2014	824.19 21.52
			Total for Check Number 31833:	845.71
31834	1673 0178085-IN 0178085-IN	Sirennet.com #2577; strobe lights, use tax #2577; strobe lights	11/24/2014	-47.93 605.20
			Total for Check Number 31834:	557.27
31835	2816 1977	Studio Cascade, Inc. Comprehensive plan update through 10/15/14	11/24/2014	20,495.76
			Total for Check Number 31835:	20,495.76
31836	2254 1712-2014-Qtr3	Washington Department of Revenue Business license; credit card fees, 3rd Qtr 2014	11/24/2014	283.96
			Total for Check Number 31836:	283.96
31837	1132 148882 148882	Water Safety Products, Inc. Lifeguard uniforms Lifeguard uniforms, use tax	11/24/2014	3,141.80 -248.80
			Total for Check Number 31837:	2,893.00
			Total for 11/24/2014:	220,321.44
9	2783 09-2014 09-2014 09-2014 09-2014 09-2014 09-2014 09-2014 09-2014 09-2014 09-2014	WA State Dept of Revenue B&O Tax September 2014 B&O Tax September 2014 B&O Tax September 2014 Sales tax payable September 2014 Sales tax payable September 2014 Sales tax payable September 2014 Sales tax payable September 2014 Use tax payable September 2014 Use tax payable September 2014 Use tax payable September 2014	11/26/2014	769.03 50.19 9,408.11 0.12 687.80 3.96 916.41 2.74 84.73 58.64
			Total for Check Number 9:	11,981.73
			Total for 11/26/2014:	11,981.73

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Report Total (43 checks):				232,303.17

December 5, 2014

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 12/05/14 consisting of:

PAYLOCITY CHECK # 1003127298 through PAYLOCITY CHECK # 1003127313 and  
PAYLOCITY CHECK # 1003127427 through PAYLOCITY CHECK # 1003127427 inclusive,  
plus employee direct deposits

IN THE AMOUNT OF \$152,557.51

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

\_\_\_\_\_  
Cassandra Parker  
Interim Deputy Finance Director

\_\_\_\_\_  
Mark Lanza  
City Councilmember

\_\_\_\_\_  
Wayne Snoey  
City Councilmember

\_\_\_\_\_  
Marlla Mhoon  
City Councilmember

Council Meeting Date Approved: \_\_\_\_\_

12/05/14 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
108639	Regular	12/5/2014	478	Bykonen, Cynthia M	22.16
108640	Regular	12/5/2014	235	Hendrickson, Robert	4,069.14
108641	Regular	12/5/2014	246	Kirshenbaum, Kathleen	560.91
108642	Regular	12/5/2014	243	Lyon, Valerie	1,449.62
108643	Regular	12/5/2014	234	Mhooon, Darren S	1,437.30
108644	Regular	12/5/2014	162	Michaud, Joan M	2,140.01
108645	Regular	12/5/2014	123	Scott, Sharon G	2,485.85
108646	Regular	12/5/2014	313	Slate, Karla J	2,351.31
108647	Regular	12/5/2014	444	Ziolkowski, Diana	22.16
108648	Regular	12/5/2014	275	Hart, Richard	3,392.22
108649	Regular	12/5/2014	368	Mueller, Ann M	1,499.93
108650	Regular	12/5/2014	180	Cles, Staci M	1,775.66
108651	Regular	12/5/2014	146	Hagen, Lindsay K	1,533.90
108652	Regular	12/5/2014	105	Parker, Cassandra	2,856.52
108653	Regular	12/5/2014	454	Salazar-Delatorre, Viviana J	263.37
108654	Regular	12/5/2014	374	Allen, Joshua C	1,723.71
108655	Regular	12/5/2014	353	Dalton, Jesse J	2,057.72
108656	Regular	12/5/2014	373	Fealy, William J	2,122.04
108657	Regular	12/5/2014	301	Gaudette, John J	1,792.21
108658	Regular	12/5/2014	186	Junkin, Ross D	2,794.24
108659	Regular	12/5/2014	268	Bykonen, Brian D	2,100.68
108660	Regular	12/5/2014	279	Christenson, Gregg R	2,724.80
108661	Regular	12/5/2014	270	Lyons, Salina K	2,323.13
108662	Regular	12/5/2014	269	Meyers, Robert L	3,282.13
108663	Regular	12/5/2014	284	Ogren, Nelson W	2,749.25
108664	Regular	12/5/2014	266	Thompson, Kelly	2,106.76
108665	Regular	12/5/2014	307	Morrissey, Mayson	2,821.80
108666	Regular	12/5/2014	199	Bahl, Rachel A	2,063.90
108667	Regular	12/5/2014	451	Conway, Sean	1,523.86
108668	Regular	12/5/2014	428	Feser, Angela M	2,232.50
108669	Regular	12/5/2014	448	Finazzo, Dominic V	1,485.88
108670	Regular	12/5/2014	305	Kiselyov, Tatyana	1,523.86
108671	Regular	12/5/2014	453	Leung, Rachael M	1,232.19
108672	Regular	12/5/2014	397	Martinsons, Jaquelyn	237.24
108673	Regular	12/5/2014	195	Patterson, Clifford	2,430.73
108674	Regular	12/5/2014	306	Thomas, Scott R	3,602.31
108675	Regular	12/5/2014	106	Bates, Shellie L	2,206.42
108676	Regular	12/5/2014	349	Buck, Shawn M	1,680.76
108677	Regular	12/5/2014	273	French, Fred	240.68
108678	Regular	12/5/2014	436	Lindskov, Robert T	2,880.11
108679	Regular	12/5/2014	257	Parrish, Benjamin A	1,923.10
108680	Regular	12/5/2014	173	Vondran, Donald M	3,714.55
108681	Regular	12/5/2014	252	Wesley, Daniel A	2,172.72
108682	Regular	12/5/2014	388	Andrews, Kaitlyn E	316.68
108683	Regular	12/5/2014	434	Bailey, Brooke	48.97
108684	Regular	12/5/2014	481	Binder, Jordan M	38.94
108685	Regular	12/5/2014	393	Blakely, Coleman P.	11.45
108686	Regular	12/5/2014	379	Carrillo, Anthony G	311.12
108687	Regular	12/5/2014	258	Cox, Melissa	259.77
108688	Regular	12/5/2014	409	Hanger, Austin R.	61.35
108689	Regular	12/5/2014	460	Hatch, Christopher	144.59

108690 Regular	12/5/2014	417 Hendricks, Cole M	27.81
108691 Regular	12/5/2014	425 Knox, John Q	275.16
108692 Regular	12/5/2014	426 Knox, Patrick L	173.52
108693 Regular	12/5/2014	438 Mashika, Myroslav	127.18
108694 Regular	12/5/2014	483 Medel, Erick	419.73
108695 Regular	12/5/2014	340 Middleton, Jordan	85.61
108696 Regular	12/5/2014	439 Newman, Ashley M	529.76
108697 Regular	12/5/2014	413 Perko, Alyssa M.	86.33
108698 Regular	12/5/2014	445 Portin, Andrew	120.02
108699 Regular	12/5/2014	319 Praggastis, Alexander	208.41
108700 Regular	12/5/2014	387 Praggastis, Elena C	334.48
108701 Regular	12/5/2014	429 Sizemore, Christine A	626.27
108702 Regular	12/5/2014	392 Wardrip, Spencer A	451.63
108703 Regular	12/5/2014	432 Wilton, Sara J	111.48
108704 Regular	12/5/2014	487 Bykonen, Tyler B	90.25
108705 Regular	12/5/2014	486 Camp, Alicia M	61.44
108706 Regular	12/5/2014	488 Cles, Erin L	42.74
108707 Regular	12/5/2014	482 Cruz, Garrett M	74.80
108708 Regular	12/5/2014	116 Beaufre, Noreen	2,779.58
108709 Regular	12/5/2014	137 Throm, Victoria J	1,901.86
1003127298 Regular	12/5/2014	364 Newell, Nancy J	47.10
1003127299 Regular	12/5/2014	378 Bell, Colin Q	923.98
1003127300 Regular	12/5/2014	437 George, James C	77.85
1003127301 Regular	12/5/2014	274 Goldfoos, Rhyan	359.98
1003127302 Regular	12/5/2014	430 Hanson, Sean C	50.05
1003127303 Regular	12/5/2014	399 Jensen, Emily A	292.25
1003127304 Regular	12/5/2014	400 Quintos, Edward Louie D	34.97
1003127305 Regular	12/5/2014	415 Rinck, Tyler P	123.56
1003127306 Regular	12/5/2014	484 Roth, Alexander E	228.27
1003127307 Regular	12/5/2014	492 Spencer, Ethan	55.61
1003127308 Regular	12/5/2014	489 Wold, Jared K	38.94
1003127309 Regular	12/5/2014	480 Woods, Dylan J	38.94
1003127310 Regular	12/5/2014	395 Wunschel, Ethan G.	185.38
1003127311 Regular	12/5/2014	490 Kallaher, Jay S	96.97
1003127312 Regular	12/5/2014	474 Shank, Elijah J	37.13
1003127313 Regular	12/5/2014	471 Shank, Maia M	117.97
<b>Totals for Payroll Checks</b>	<b>87 Items</b>		<b>98,039.22</b>

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
108710	AGENCY	12/5/2014	401SS	ICMA Retirement Trust	15,630.41
108711	AGENCY	12/5/2014	CICOV	City of Covington	2,451.41
108712	AGENCY	12/5/2014		Emp City of Covington Employee	86.00
108713	AGENCY	12/5/2014	IC401	ICMA Retirement Trust	14,029.28
108714	AGENCY	12/5/2014	IC457	ICMA Retirement Trust	1,902.34
108715	AGENCY	12/5/2014	ROTH	ICMA Retirement Trust	150.00
108716	AGENCY	12/5/2014	VEBA	HRA VEBA Trust Contributions	1,640.00
1003127427	AGENCY	12/5/2014	JG1	WASH CHILD SUPPORT	110.41
<b>Totals for Third Party Checks</b>	<b>8 Items</b>				<b>35,999.85</b>

Tax Liabilities	18304.89
Paylocity Fees	213.55

Total	<u><u>152,557.51</u></u>
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## Consent Agenda Item C-3

Covington City Council Meeting

Date: December 9, 2014

**SUBJECT:** PROPOSED RESOLUTION APPROVING FINAL PLAT OF MOUNTAIN MEADOWS ESTATES LU13-0009/0004 FOR RECORDING.

**RECOMMENDED BY:** Richard Hart, Community Development Director

**ATTACHMENT(S):**

1. Proposed Resolution
  - a. Exhibit 1 – Mountain Meadows Estates Final Plat Map
2. Mitigated Determination of Non-Significance dated October 4, 2013
3. Preliminary Plat Hearing Examiner Findings, Conclusions and Decision dated November 18, 2013

**PREPARED BY:** Salina Lyons, Principal Planner

**EXPLANATION:**

**Overview**

On April 17, 2013, Mike Chauffer and Randy Goodwin of Eagle Creek Development, on behalf of the Gradwohl family trust, submitted a subdivision application to subdivide 5.75 acres into twenty nine (29) single family residential lots in the R-6 zone (City File No. is LU13-0009/0004). The existing single family lot will remain. Water service is provided by Covington Water District and sewer service is provided by Soos Creek Water and Sewer District. Emergency services are provided by the City of Covington and the Kent Fire Department, Regional Fire Authority. The property contains a portion of the PSE 230kv line 100 foot easement which runs north and south through the site. No habitable structures can be placed within the 100 foot PSE easement. There are no environmentally critical areas on site. (Attachment 1)

The City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat on October 4, 2013 (Attachment 2). The City of Covington hearing examiner held an open record public hearing on the proposal on November 14, 2013. The examiner approved the plat subject to 49 conditions as noted in the Examiner's Report dated November 18, 2013 (Attachment 3). Upon preliminary plat approval the development project was sold to Mountain Meadows LLC, and CES NW Inc. completed the engineering and final plat designs for the project. The Notice to Proceed (clearing and grading permit) for construction of the site improvements was issued on June 26, 2014.

**Site Improvements**

The subdivision is accessed via an extension of 160<sup>th</sup> Avenue SE and the construction of SE 252<sup>nd</sup> Pl., which will allow for future access to the undeveloped properties to the east and west of this site. Stormwater runoff collected onsite and conveyed to the existing Reserve Regional Detention Pond, which is located southeast of the proposed plat. Recreation facilities associated with the development are provided on-site. A trail connecting 160<sup>th</sup> Ave SE to 156<sup>th</sup> Ave SE is located within an existing access and utility easement along the north boundary of the site. The trail and the recreation facilities will be the responsibility of the homeowners association.

**Financial Guarantees**

The improvements have been completed in conformance with the approved engineering plans. Any required improvements that have not yet been completed have been secured by an acceptable financial guarantee.

**Staff Recommendation**

City staff has reviewed the plat development final engineering plans filed by the developer for conformance with applicable City of Covington engineering standards, for conformance with the SEPA DNS Threshold Determination, and for conformance with other applicable local and state laws and regulations. Staff has approved these drawings.

Staff recommends approval of the Final Plat of Mountain Meadows Estates, City File No. LU13-0009/0004 for recording.

ALTERNATIVES:

- 1. Request additional information from staff.

FISCAL IMPACT:

Approval and recording of the final plat will have no direct fiscal impact. Subsequent single-family residential building permit applications in the plat will generate revenue for the city for required expenditure of staff resources for building plan review and building construction inspection.

CITY COUNCIL ACTION: \_\_\_\_\_Ordinance   X  Resolution \_\_\_\_\_Motion \_\_\_\_\_Other

**Councilmember \_\_\_\_\_ moves, and Councilmember \_\_\_\_\_ seconds to pass a Resolution approving the Final Plat of Mountain Meadows Estates, City File No. LU13-0009/0004 for recording.**

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

**RESOLUTION NO. 14-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE FINAL PLAT OF MOUNTAIN MEADOWS ESTATES LU13-0009/0004 FOR RECORDING.**

**WHEREAS**, an application has been received by the City under Application No. LU13-0009/0004 for the final plat of Mountain Meadows Estates; and

**WHEREAS**, the City of Covington issued a Determination of Non-Significance (DNS) for the preliminary plat on October 4, 2013, and

**WHEREAS**, the preliminary plat has been reviewed by the City of Covington Hearing Examiner, who held an open record public hearing on the proposal on November 14, 2013; and

**WHEREAS**, the Hearing Examiner issued a decision on November 18, 2013 recommending approval of the preliminary plat with conditions; and

**WHEREAS**, city staff has reviewed the engineering plans for plat development filed by the developer, has found that these engineering plans substantially conform with applicable local and state laws, codes, and regulations, and with the preliminary plat conditions of approval, and therefore has approved these plans for construction; and

**WHEREAS**, city staff has inspected the plat improvements constructed by the Developer, and finds that these improvements have been substantially completed in conformance with the approved engineering plans, or that the developer has financially assured the completion of such improvements; now, therefore

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

**Section 1.** The City of Covington hereby approves the Final Plat of Mountain Meadows Estates for recording in the form as attached hereto as Exhibit 1, subject to the completion of those certain plat improvements for which developer has posted financial guarantees and has agreed to complete as provided in the attached Exhibit 1; and further subject to maintenance of the plat property as set forth in the maintenance bonds.

**PASSED** in open and regular session on this 9th day of December 2014.

\_\_\_\_\_  
Mayor Margaret Harto

ATTESTED:

\_\_\_\_\_  
Sharron Scott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sara Springer, City Attorney

CITY OF COVINGTON  
FILE NO.: LU13-0009/0004

VOL/PG

# MOUNTAIN MEADOWS ESTATES

PORTION OF THE SW 1/4, SE 1/4, SEC. 23, TWP., 22 N, RGE., 05 E., W.M.  
CITY OF COVINGTON, KING COUNTY, WASHINGTON

## DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF COVINGTON, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF COVINGTON.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF COVINGTON, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF COVINGTON, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF COVINGTON, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

PID 069 MOUNTAIN MEADOWS LLC GRADWOHL FAMILY TRUST

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
ITS: \_\_\_\_\_ ITS: \_\_\_\_\_

## ACKNOWLEDGMENTS

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE OF \_\_\_\_\_, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED \_\_\_\_\_  
SIGNATURE OF \_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE OF \_\_\_\_\_, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE \_\_\_\_\_  
SIGNATURE OF \_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_

## INDEX OF SHEETS

- SHEET 1 SIGNATURES, APPROVALS, ACKNOWLEDGMENT
- SHEET 2 GENERAL NOTES
- SHEET 3 SECTION BREAK DOWN, SURVEY NOTES
- SHEET 4-5 MAP

## CLIENT

PID 069 MOUNTAIN MEADOWS LLC  
ADDRESS: 424-29TH ST NE SUITE B  
PUYALLUP, WA 98372

PHONE: 425-864-0375

## APPROVALS CITY OF COVINGTON

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CITY DEVELOPMENT REVIEW ENGINEER

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CITY MANAGER

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
FINANCE DIRECTOR

## KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
KING COUNTY ASSESSOR

\_\_\_\_\_  
DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER 232205-9019

## SOOS CREEK WATER AND SEWER DISTRICT

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
SOOS CREEK SEWER AND WATER DISTRICT - DISTRICT MANAGER

## COVINGTON WATER DISTRICT

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
COVINGTON WATER DISTRICT - DISTRICT ENGINEER

## FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
MANAGER, FINANCE DIVISION

\_\_\_\_\_  
DEPUTY

## RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

\_\_\_\_\_  
MANAGER

\_\_\_\_\_  
SUPERINTENDENT OF RECORDS

## LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF MOUNTAIN MEADOWS ESTATES IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 05 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

*Joseph J. Flansburg*

JOSEPH FLANSBURG, PROFESSIONAL LAND SURVEYOR. CERTIFICATE NO. 42685

SHEET 1 OF 5



**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 29TH STREET NE  
SUITE 101  
PUYALLUP, WA 98372  
Bus: (253) 848-4282  
Fax: (253) 848-4278  
jflansburg@cesnwinc.com

VOL/PG

# MOUNTAIN MEADOWS ESTATES

PORTION OF THE SW 1/4, SE 1/4, SEC. 23, TWP., 22 N., RGE., 05 E., W.M.

CITY OF COVINGTON, KING COUNTY, WASHINGTON

## EXCEPTIONS TO TITLE

(PER CHICAGO TITLE COMPANY, ORDER NUMBER 0008775-06 DATED FEBRUARY 7, 2014 AT 8:00 A.M.)

1. ELECTRIC TRANSMISSION LINE EASEMENT UNDER RECORDING NUMBER 3256103.
2. ELECTRIC TRANSMISSION LINE EASEMENT UNDER RECORDING NUMBER 9004301474.
3. WELL RESTRICTIONS UNDER RECORDING NUMBER 8908231167.
4. SEWER EXTENSION REIMBURSEMENT AGREEMENT RECORDING NUMBER 20070709000283.
5. DRAINAGE AGREEMENT FOR REIMBURSEMENT RECORDING NUMBER 20130109002159.
6. RIGHT TO MAKE CUTS OR FILLS RECORDING NUMBER 4803244.
7. MATTERS DISCLOSED IN SURVEY RECORDING NUMBER 8701279013.
8. THROUGH 19. ARE NOT SURVEY RELATED

## TRACT NOTES

1. TRACT "A" IS DESIGNATED A PUBLIC TRAIL AND UTILITY TRACT HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE CITY OF COVINGTON. THE MOUNTAIN MEADOWS ESTATES HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE IMPROVEMENTS CONTAINED IN SAID TRACT "A."
2. TRACTS "B" AND "C" ARE DESIGNATED PRIVATE RECREATION TRACTS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO ALL LOTS IN THE PLAT OF MOUNTAIN MEADOWS ESTATES. ALL LOTS IN THIS PLAT WILL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN SAID TRACTS "B" AND "C." TRACTS SHALL UTILIZE DROUGHT TOLERANT PLANTS AND THE DEVELOPER PROVIDED IRRIGATION STUB AND METER. THE MOUNTAIN MEADOWS ESTATES HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE IMPROVEMENTS CONTAINED IN SAID TRACTS "B" AND "C" AND ANY FUTURE COSTS FOR MAINTENANCE AND IRRIGATION.
3. TRACT "D" IS DESIGNATED AS PRIVATE RECREATION AND MONUMENT TRACT HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO ALL LOTS IN THE PLAT OF MOUNTAIN MEADOWS ESTATES. ALL LOTS IN THIS PLAT WILL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN SAID TRACT "D." TRACTS SHALL UTILIZE DROUGHT TOLERANT PLANTS AND THE DEVELOPER PROVIDED IRRIGATION STUB AND METER. THE MOUNTAIN MEADOWS ESTATES HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE IMPROVEMENTS CONTAINED IN SAID TRACT "D" AND ANY FUTURE COSTS FOR MAINTENANCE AND IRRIGATION.
4. TRACT "E" IS DESIGNATED AS PRIVATE EMERGENCY VEHICLE ACCESS, PRIVATE ACCESS AND UTILITY TRACT TO SERVE LOTS 26 AND 27. LOTS 26 AND 27 ARE HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN SAID TRACT "E." THE OWNERS OF LOTS 26 AND 27 SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND IMPROVEMENTS CONTAINED IN SAID TRACT "E."
5. TRACT "F" IS DESIGNATED AS A PRIVATE ACCESS AND UTILITY TRACT TO SERVE LOTS 22 AND 23. LOTS 22 AND 23 ARE HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN SAID TRACT "F." THE OWNERS OF LOTS 22 AND 23 SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND IMPROVEMENTS CONTAINED IN SAID TRACT "F" WITH THE EXCEPTION OF THE PUBLIC STORM UTILITIES CONTAINED IN SAID TRACT. THE CITY OF COVINGTON SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID STORM UTILITIES.
6. TRACT "G" IS DESIGNATED AS PRIVATE EMERGENCY VEHICLE ACCESS, PRIVATE ACCESS AND UTILITY TRACT TO SERVE LOTS 15 AND 16. LOTS 15 AND 16 ARE HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN SAID TRACT "G." THE OWNERS OF LOTS 15 AND 16 SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND IMPROVEMENTS CONTAINED IN SAID TRACT "G."
7. TRACT "H" IS DESIGNATED AS A PRIVATE ACCESS AND UTILITY TRACT TO SERVE LOTS 12 AND 13. LOTS 12 AND 13 ARE HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN SAID TRACT "H." THE OWNERS OF LOTS 12 AND 13 SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND IMPROVEMENTS CONTAINED IN SAID TRACT "H" WITH THE EXCEPTION OF THE SANITARY SEWER UTILITIES CONTAINED IN SAID TRACT. THE SOOS CREEK WATER AND SEWER DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID SANITARY SEWER UTILITIES.
8. TRACT "I" IS DESIGNATED AS A PRIVATE ACCESS AND UTILITY TRACT HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO LOT 6. THE OWNER OF LOT 6 SHALL HAVE SOLE OWNERSHIP INTEREST IN SAID TRACT "I". THE OWNER OF LOT 6 SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND IMPROVEMENTS CONTAINED IN SAID TRACT "I" UNLESS THE EXISTING HOME IS DEMOLISHED AND RECONSTRUCTED. IF THE EXISTING HOUSE IS EVER DEMOLISHED AND RECONSTRUCTED, TRACT "I" WILL BECOME AN OPEN SPACE TRACT DEDICATED AND CONVEYED TO THE MOUNTAIN MEADOWS HOMEOWNER'S ASSOCIATION AT WHICH TIME THE MOUNTAIN MEADOWS ESTATES HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND IMPROVEMENTS CONTAINED IN SAID TRACT "I."
9. TRACT "J" IS DESIGNATED AS A PRIVATE ACCESS AND UTILITY TRACT HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO LOT 20. THE OWNER OF LOT 20 SHALL HAVE SOLE OWNERSHIP INTEREST IN SAID TRACT "J." THE OWNER OF LOT 20 SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND IMPROVEMENTS CONTAINED IN SAID TRACT "J."

## BUILDING SETBACKS

MINIMUM STREET SETBACK (STRUCTURE): 10 FEET  
MINIMUM STREET SETBACK (GARAGE): 20 LINEAR FEET  
MINIMUM INTERIOR SETBACK: 7.5 FEET

1. PLEASE REFER TO REQUIREMENTS OF THE CITY OF COVINGTON FOR COMPLETE INFORMATION OF ALL SETBACK REQUIREMENTS THAT MAY AFFECT THESE PARCELS.
2. BUILDING SETBACKS ARE FIELD VERIFIED AT THE TIME OF BUILDING PERMIT.

## GENERAL NOTES

1. FINAL GRADE ON LOTS 20, 22, 23, 26, 27 AND 29 SHALL BE IN ACCORDANCE WITH THE APPROVED ENGINEERING PLANS AND SHALL ALLOW FOR CONSTRUCTION OF DAYLIGHT BASEMENTS.
2. THE MONUMENT SIGN, ON TRACT D SHALL BE CONSTRUCTED BY THE DEVELOPER OR THE HOMEOWNER'S ASSOCIATION OR IT'S DESIGNEE IN ACCORDANCE WITH THE REQUIREMENTS FOR SUBDIVISION PURSUANT TO CMC18.55-SIGNS.
3. ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES, SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AND SHALL BE SUBMITTED WITH THE APPLICATION OF ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. NO LOTS ARE DESIGNED FOR INDIVIDUAL INFILTRATION SYSTEMS.
4. THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE ON FILE WITH THE CITY OF COVINGTON AND ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE PROPER AGENCY, CURRENTLY THE CITY OF COVINGTON.
5. STORMWATER SYSTEM SHALL BE DEDICATED TO THE CITY, UNLESS OTHERWISE DETERMINED BY THE CITY ENGINEER. THE PLAT IS SUBJECT TO THE REQUIREMENTS OF THE STORMWATER FACILITY AND CONNECTION TO THE RESERVE POND IN ACCORDANCE WITH THE DRAINAGE AGREEMENT OF REIMBURSEMENT FOR THE RESERVE REGIONAL DETENTION POND AND MAINTENANCE ACCESS ROAD, KING COUNTY RECORDING NO. 20130109002159.
6. TRANSPORTATION IMPACT FEES WILL BE COLLECTED IN ACCORDANCE WITH COVINGTON MUNICIPAL CODE 12.105.070. TRANSPORTATION IMPACT FEES WILL BE CALCULATED ACCORDING TO THE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
7. STREET TREES PLANTED WITHIN THIS PLAT ARE OWNED BY THE CITY OF COVINGTON AND SHALL BE MAINTAINED BY THE MOUNTAIN MEADOWS ESTATES HOMEOWNER'S ASSOCIATION OR ABUTTING LOT OWNER AS STATED IN THE COVENANTS.
8. SCHOOL IMPACT FEES WILL BE PAID IN ACCORDANCE WITH COVINGTON MUNICIPAL CODE 18.120.050. SCHOOL IMPACT FEES WILL BE CALCULATED ACCORDING TO THE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
9. ALL LOTS AND TRACTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ UNDER RECORDING NUMBER \_\_\_\_\_, RECORDS OF KING COUNTY, WASHINGTON.
10. STRUCTURES, FILL, OR OBSTRUCTIONS (INCLUDING, BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN THE DRAINAGE EASEMENT, UNLESS OTHERWISE APPROVED BY THE CITY OF COVINGTON. ADDITIONALLY, GRADING AND CONSTRUCTION OF FENCING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENT SHOWN ON THE PLAT MAP, UNLESS OTHERWISE APPROVED BY THE CITY OF COVINGTON.
11. STREET TREES SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, OR ITS ASSIGNEE, AND SHALL BE INSTALLED WITH THE CONSTRUCTION OF THE INDIVIDUAL HOMES AND PURSUANT TO THE TREE PLAN ON FILE WITH THE CITY OF COVINGTON.
12. SHOULD THE EXISTING RESIDENCE ON LOT 6 BE DEMOLISHED AND RECONSTRUCTED, ACCESS SHALL BE FROM SE 252ND STREET. SEE TRACT NOTE 8.
13. THE ROCKERY RETAINING WALL LOCATED ON LOT 18 IS HEREBY DEDICATED AND CONVEYED TO LOT 18, ITS SUCCESSORS AND ASSIGNS, MAINTENANCE OF THE RETAINING WALL IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
14. INSTALLATION OF THE LANDSCAPING WITHIN THE TRAFFIC CIRCLE LOCATED OFFSITE AT THE INTERSECTION OF 160TH AVE SE AND SE 254TH PL SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, OR ITS ASSIGNEE, PURSUANT TO THE APPROVED LANDSCAPING PLAN ON FILE WITH THE CITY OF COVINGTON. SAID LANDSCAPING WITHIN THE TRAFFIC CIRCLE SHALL BE MAINTAINED BY THE CITY OF COVINGTON.

## EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO PUGET SOUND ENERGY, ANY TELEPHONE COMPANY, ANY CABLE TELEVISION COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET OF ALL LOTS, TRACTS, AND SPACES WITHIN THE PLAT AND LYING PARALLEL WITH AND ADJOINING ALL STREETS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES, WATER METERS AND FIRE HYDRANTS WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, AND OTHER UTILITY SERVICE. TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THE LANDS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

ALL PRIVATE EASEMENTS RESERVED HEREON ARE MADE SUBORDINATE IN THEIR RIGHTS WITH RESPECT TO ALL CITY OF COVINGTON EASEMENTS.

SANITARY SEWER EASEMENT TRACT "H" AND OTHER SEWER EASEMENTS, AS THEY ARE DEPICTED ON THE PLAT MAP, GRANTED AND CONVEYED TO SOOS CREEK WATER AND SEWER DISTRICT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING OF THE SANITARY SEWER MAINS AND MANHOLES.

## EASEMENT RESERVATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO THE CITY OF COVINGTON, COVINGTON WATER DISTRICT, SOOS CREEK WATER AND SEWER DISTRICT, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER "GRANTEES") OVER THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC RIGHT OF WAY OF ALL LOTS AND TRACTS FOR UTILITY PURPOSES. SAID EASEMENTS ARE TO BE USED FOR THE BENEFIT OF THE ENTIRE PLAT AND THE PURPOSE OF SERVING OTHER PROPERTIES. ALL EASEMENTS IN FAVOR OF THE GRANTEE SHALL TAKE PRECEDENCE OVER ANY OTHER EASEMENTS HEREIN RESERVED.



**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 29TH STREET NE  
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jflansburg@cesnwin.com

# MOUNTAIN MEADOWS ESTATES

PORTION OF THE SW 1/4, SE 1/4, SEC. 23, TWP., 22 N., RGE., 05 E., W.M.  
CITY OF COVINGTON, KING COUNTY, WASHINGTON

## LEGAL DESCRIPTION

THAT PORTION OF THE NORTH QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EAST OF THE WEST 605 FEET;

TOGETHER WITH THE NORTH 30 FEET OF THE WEST 605 FEET OF THE NORTH QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

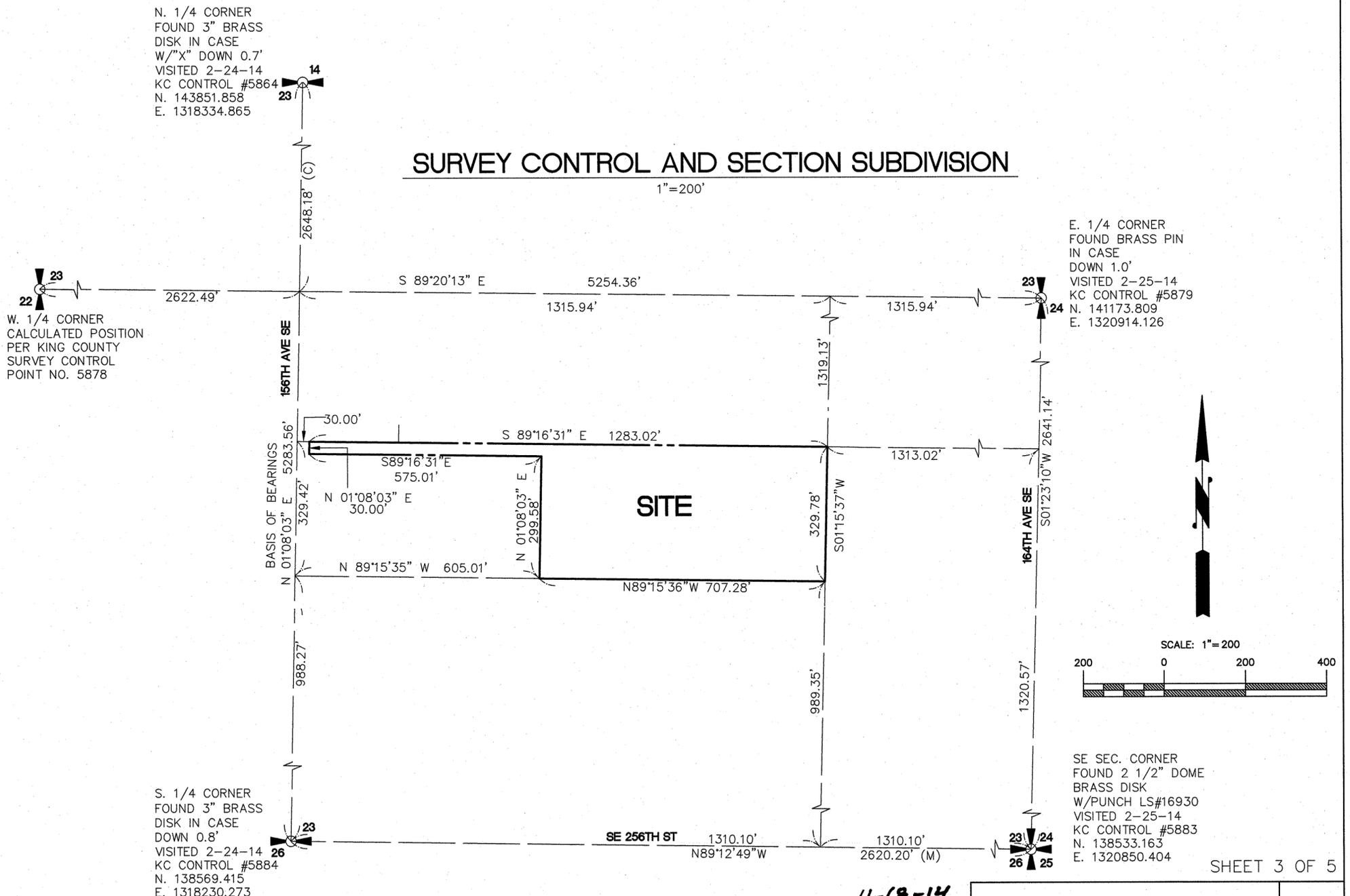
EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD.

## ADDRESSES

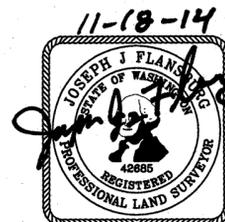
LOT	ADDRESS
1	15728 SE 252ND PL
2	15734 SE 252ND PL
3	15810 SE 252ND PL
4	15814 SE 252ND PL
5	15820 SE 252ND PL
6	16000 SE 252ND PL
7	16010 SE 252ND PL
8	16018 SE 252ND PL
9	16024 SE 252ND PL
10	16030 SE 252ND PL
11	16031 SE 252ND PL
12	16027 SE 252ND PL
13	16023 SE 252ND PL
14	16019 SE 252ND PL
15	16015 SE 252ND PL
16	16011 SE 252ND PL
17	16009 SE 252ND PL
18	16005 SE 252ND PL
19	16001 SE 252ND PL
20	25305 160TH AVE
21	15827 SE 252ND PL
22	15821 SE 252ND PL
23	15817 SE 252ND PL
24	15813 SE 252ND PL
25	15809 SE 252ND PL
26	15805 SE 252ND PL
27	15801 SE 252ND PL
28	15733 SE 252ND PL
29	15729 SE 252ND PL

## SURVEYOR'S NOTES

1. BASIS OF BEARINGS: NAD 83/91; HELD N 01°08'03" E ALONG THE MONUMENTED NORTH-SOUTH CENTER OF SECTION LINE, SECTION 23.
2. EQUIPMENT USED: FOCUS 30 TOTAL STATION.
3. METHOD AND DATE OF MONUMENT LOCATION: FIELD TRAVERSE IN FEB. 2014.
4. THIS SURVEY COMPLIES WITH THE STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND WAC 332-130.
5. ALL LOT CORNERS AND ANGLE POINTS ARE TO BE MONUMENTED WITH A 1/2" REBAR AND CAP STAMPED "PLS 42685", WITH A 2" X 2" WHITE LOT BOARD SET NEAR BY AS A REFERENCE MARKER UNLESS NOTED OTHERWISE.



SHEET 3 OF 5



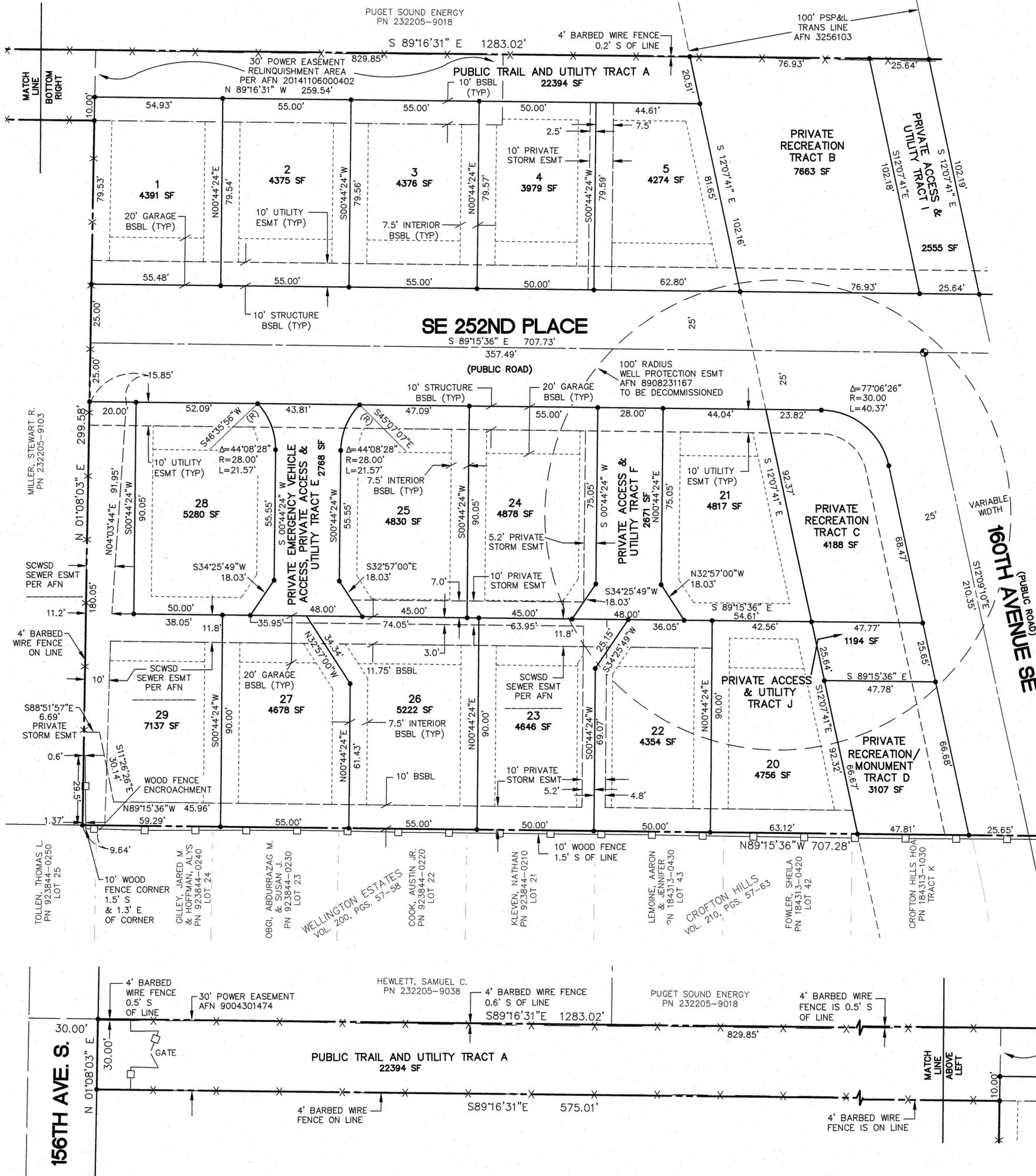
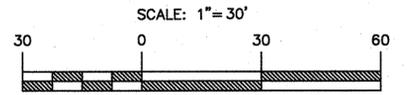
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VOL/PG

# MOUNTAIN MEADOWS ESTATES

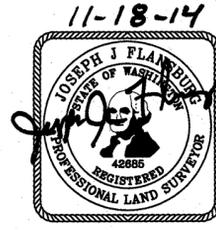
PORTION OF THE SW 1/4, SE 1/4, SEC. 23, TWP., 22 N, RGE., 05 E, W.M.  
CITY OF COVINGTON, KING COUNTY, WASHINGTON



SEE PAGE 5 FOR CONTINUATION

**LEGEND**

- ⊕ SET STANDARD KING COUNTY CONCRETE MONUMENT WITH BRASS DISK IN CASE
- SET REBAR AND CAP STAMPED "CES LS 42658"
- EASEMENT DIMENSION LEADER
- BUILDING/GARAGE SETBACK DIMENSION LEADER

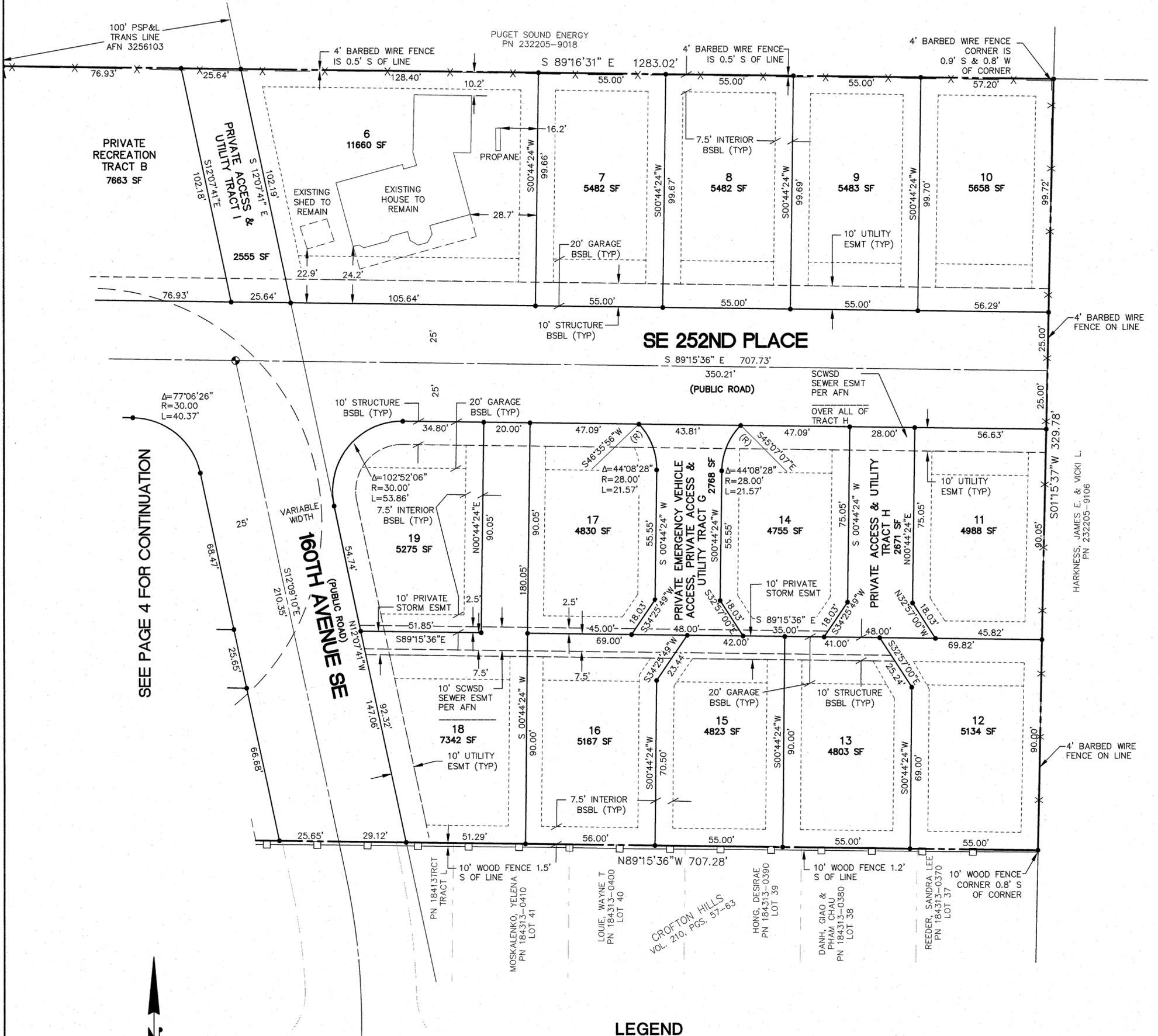


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# MOUNTAIN MEADOWS ESTATES

PORTION OF THE SW 1/4, SE 1/4, SEC. 23, TWP., 22 N, RGE., 05 E, W.M.  
CITY OF COVINGTON, KING COUNTY, WASHINGTON

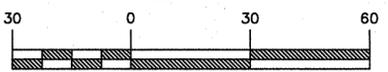


SEE PAGE 4 FOR CONTINUATION

### LEGEND

- SET STANDARD KING COUNTY CONCRETE MONUMENT WITH BRASS DISK IN CASE
- SET REBAR AND CAP STAMPED "CES LS 42658"
- EASEMENT DIMENSION LEADER
- BUILDING/GARAGE SETBACK DIMENSION LEADER

SCALE: 1" = 30'



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**City of Covington**  
 16720 SE 271<sup>st</sup> St. #100  
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 City Hall 253-480-2400  
 Fax 253-480-2401  
 www.covingtonwa.gov

## ATTACHMENT 2

### SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)

**Application Name:** Mountain Meadows Estates Subdivision  
**Application File Number:** LU13-0009/0004 (PRJ 13)  
**Primary Contact:** Tom Redding  
 Encompass Engineering and Surveying  
 165 NE Juniper St., Suite 210  
 Issaquah, WA 98027  
 425-392-0250  
**Date of Issuance:** October 4, 2013

**Project Location:** The subject property is located at 25204 156<sup>th</sup> Ave SE, Parcel No. 232205-9019, and is situated in the SE Quarter of Section 23, Township 22N and Range 6E in the City of Covington, King County, WA.

**Project Description:** The developer is proposing to subdivide 5.75 acres into 29 single family residential lots. The existing house on site is proposed to remain and the site contains no critical areas. Stormwater will be collected and discharged into the existing regional storm system at The Reserve. The developer entered into a Drainage Agreement of Reimbursement for the Reserve Regional Detention Pond and maintenance Access Road, King County Recording No. 20130109002159, for the use of The Reserve stormwater facility. Water service will be provided by Covington Water District and sewer service will be provided by Soos Creek Water and Sewer District. Emergency services will be provided by the City of Covington and the Kent Fire Department, Regional Fire Authority.

**Environmental Documents:** Site Plan (Encompass Engineering & Surveying, received by the City 08/20/2013), Traffic Concurrency Analysis Report (City of Covington Issued March 2013), Drainage Report (Encompass Engineering & Surveying, 04/16/2013) SEPA Environmental Checklist (received 04/17/2013), and other information on file with the lead agency.

**Responsible Official/** Richard Hart, Community Development Director  
**Lead Agency:** City of Covington SEPA Official  
 16720 SE 271<sup>st</sup> Street, Suite 100  
 Covington, Washington 98042  
 253-480-2400

This MDNS is issued under WAC 197-11-350. The comment period is 14 calendar days and ends **October 18, 2013**. Comments and appeals on this MDNS may be submitted by first class mail or delivered to the responsible official at the above lead agency address

**Appeals Notice:**  
*Any notice of appeals must be filed in writing, with the required filing fee paid in cash or check and received within 14 calendar days of the end of the comment period at Covington City Hall Offices by November 1, 2013 at 5 PM. You must make specific factual objections, identify error, harm suffered, or identify anticipated relief sought and raise specific issues in the statement of appeal. Contact the Community Development Department at Covington City Hall to ask about the procedures for SEPA appeals.*

Signature of Responsible Official: Richard Hart Date: 10-1-13

**ATTACHMENT A**  
**SEPA Mitigation Measures for Mountain Meadows Estates Subdivision**  
**Preliminary Plat, City File No. LU13-0009/0004 (PRJ 13)**

**Earth**

1. The developer shall implement an approved Temporary Erosion and Sedimentation Control Plan and meet applicable City of Covington erosion and sedimentation control standards and Department of Ecology Best Management Practices.

**Transportation**

2. The developer, or subsequent owner, shall comply with CMC 12.105, which contains provisions for payment of Transportation Impact Fees (TIF). Per CMC 12.105.070, these fees will be calculated according to the fee schedule in effect at the time of building permit application. Modifications to the project including, but not limited to, a change in or the addition or deletion of other uses, may result in a recalculation of the TIF at the discretion of the City of Covington.

**Fire and Emergency Services**

3. The developer, or subsequent owner, can delay construction until such time as Kent Fire Department Regional Fire Authority can provide resources, equipment and personnel to produce acceptable response times for both a first response and an effective commercial firefighting force or the developer can exercise the voluntary agreement provisions of RCW 82.02.020 and voluntarily enter into a contractual agreement with Kent Fire Department Regional Fire Authority.

**Water and Sewer Service**

4. A Water System Extension Agreement (SEA) with Covington Water District is required to provide water service and all conditions must be met including, but not limited to, District acceptance of the SEA before water service is provided as approved by the District. All water mains shall extend through the site for local distribution, connect to all adjacent mains, extend to the edge of property for future main connections and provide 20-foot wide easements where the water mains are not in public rights-of-way, unless otherwise determined by Covington Water District. Any required off-site water system improvements shall be completed in accordance with Covington Water District standards.

5. A Developer Extension Agreement (DEA) with Soos Creek Water and Sewer District is required to provide sewer service to the development. The developer shall be required to meet all conditions of the DEA, unless otherwise determined by Soos Creek Water and Sewer District.

**Stormwater**

6. The developer, or subsequent owner, shall rehabilitate approximately 320 linear feet of the downstream conveyance system, to mitigate for additional flows to regional stormwater facility at The Reserve. The final mitigation plan shall be submitted at the time of engineering review. The required mitigation work shall be completed prior to final plat approval, unless otherwise determined by the city's Development Review Engineer.

**Other**

7. During construction of the proposed improvements, the developer shall maintain safe and convenient access to all adjacent properties at all times.

8. As necessary during construction, all trucks shall be inspected and cleaned before leaving the site to ensure that dirt, mud and other materials are not deposited on public streets. The developer shall provide for prompt sweeping or cleanup of any dirt, mud and other materials deposited by the project's trucks on public streets. Temporary traffic control shall be provided as necessary for safe sweeping or cleanup operations.

**End**

**BEFORE the HEARING EXAMINER for the  
CITY of COVINGTON**

**DECISION**

FILE NUMBER: LU13-0009/0004

APPLICANT: Eagle Creek Land & Development, LLC  
15215 SE 272<sup>nd</sup> Street, Suite 201  
Kent, WA 98042

TYPE OF CASE: Preliminary subdivision (*Mountain Meadows Estates*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: November 18, 2013

**INTRODUCTION <sup>1</sup>**

Eagle Creek Land & Development, LLC (ECL) seeks preliminary approval of *Mountain Meadows Estates*, a 29 lot single family residential subdivision of a 5.75 acre site, owned by Arlene Gradwohl (Gradwohl), which is zoned R-6.

ECL filed the preliminary subdivision application on April 17, 2013. (Exhibit 2 <sup>2</sup>) The Covington Community Development Department (Department) deemed the application to be complete as of April 30, 2013. (Exhibit 5)

The subject property is located at 25204 156<sup>th</sup> Avenue SE.

The Covington Hearing Examiner (Examiner) viewed the subject property on November 14, 2013.

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<sup>1</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

<sup>2</sup> Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

The Examiner held an open record hearing on November 14, 2013. The Department gave notice of the hearing as required by the Covington Municipal Code (CMC). (Exhibits 1, 6, and 8)

The following exhibits were entered into the hearing record during the hearing:

Exhibits 1 - 18: As enumerated in Exhibit 1, the Departmental Staff Report

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

### FINDINGS OF FACT

1. ECL proposes to subdivide the 5.75 acre, R-6 zoned Gradwohl property into 29 single family residential lots. Water service will be provided by Covington Water District and sewer service will be provided by Soos Creek Water and Sewer District. Emergency services will be provided by the City of Covington and the Kent Fire Department, Regional Fire Authority. Collected stormwater will be conveyed into the regional stormwater treatment system in *The Reserve*. (Exhibits 1 and 3<sup>3</sup>)
2. The Gradwohl property is a "flag" or "panhandle" lot: The bulk of the rectangular parcel is connected to 156<sup>th</sup> Avenue SE via a narrow strip of land (the "panhandle"). The Gradwohl property is bordered on the south by the *Crofton Hills* subdivision, on the east and west by acreage parcels, and on the north by an undeveloped tract owned by Puget Sound Energy (PSE), to the north of which is a large PSE substation. A PSE aerial transmission easement bisects the Gradwohl property from north to south. An electrical service easement benefitting the acreage property south of the panhandle (Miller) encumbers the panhandle and extends into the body of the property. The 160<sup>th</sup> Avenue SE right-of-way in *Crofton Hills* terminates against the south line of the Gradwohl property beneath the PSE easement. (Exhibits 1, 3, 7b, and 16 and testimony)

The northern boundary of the Gradwohl property is coterminous with the city limits and Urban Growth Area (UGA) boundary in this area. (Testimony)

3. The Gradwohl property contains a single-family residence and numerous accessory buildings associated with a small farm operation. A domestic water well is located near the center of the property along the west edge of the PSE transmission easement. The dominant vegetation is pasture grass. A "knobby ridge" lies just east of the PSE transmission easement. The property west of the

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<sup>3</sup> Exhibit 3 contains two different sets of the preliminary plat and supporting preliminary plans: The original submittal set dated April 16, 2013, and a revised set dated August 13, 2013. The Department testified that the April set (except for the Site Survey sheet which has not been revised) is for historical reference only; the August set represents the project for which approval is sought. All citations to Exhibit 3 herein are to the revised, August plan set unless otherwise indicated.

HEARING EXAMINER DECISION

RE: LU13-0009/0004 (*Mountain Meadows Estates*)

November 18, 2013

Page 3 of 16

ridge slopes generally towards the southwest while the smaller portion of the property east of the ridge slopes generally towards the east. (Exhibits 1 and 3 and testimony)

4. ECL proposes to extend 160<sup>th</sup> Avenue SE through the property beneath the PSE transmission easement, ending with a permanent cul-de-sac at the north property line. An east-west street through the middle of the property will temporarily terminate at the east and west property lines, providing the opportunity to be extended in each direction to serve development of the abutting acreage parcels. All parcels will access from those streets or from one of three short private access tracts. A pedestrian trail from the cul-de-sac to 156<sup>th</sup> Avenue SE will be constructed within the panhandle. (Exhibit 3)

Proposed Lot 24 will have frontage on the east-west street and will also be bordered by two of the private access tracts. (Exhibit 3) ECL is aware of the setback requirements associated with a triple-fronted lot and is confident that Proposed Lot 24 can be successfully developed in compliance with code requirements. (Testimony)

5. The Department's Staff Report (Exhibit 1) contains an exceptionally detailed, comprehensive analysis which concludes that the proposal conforms with all applicable review criteria. The following clarifications, additions, and/or corrections to the Staff Report are necessary:
  - A. Page 1, § I, Contact Information: The formal name of the applicant/developer is Eagle Creek Land & Development LLC. (Testimony)
  - B. Page 2, § I, Existing Conditions: The on-site well (See Exhibit 3, Sheet 1 of 4.) will be decommissioned as required by law during the development process. (Testimony)
  - C. Page 6, §III.A.10, On-site Recreation Space: Exhibit 11 and the last, unnumbered sheet in Exhibit 3 depict a preliminary rendering of how open space Tracts A and B might be developed. Approval of the actual plan for development of those Tracts is handled administratively by the Department after preliminary subdivision approval. Exhibit 11 and the last, unnumbered sheet in Exhibit 3 are not intended to be part of the plan set for which Examiner approval is requested/required. (Testimony)
  - C. Page 11, § V.A.6, Storm Drainage System – Developer Proposal, ¶ 2: The drainage flows adversely affecting *Crofton Hills* are primarily associated with a drainage channel which passes from north to south just west of the body of the property. (Exhibit 3 {Site Survey} and testimony) ECL plans to intercept the flows where the drainage way crosses the panhandle and pipe those flows through the *Mountain Meadows Estates* site, thus improving the drainage conditions in the abutting *Crofton Hills* subdivision. (Exhibit 3 {Sheet 1 of 4} and testimony)

HEARING EXAMINER DECISION

RE: LU13-0009/0004 (*Mountain Meadows Estates*)

November 18, 2013

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- D. Page 11, § V.A.8, Storm Drainage System – Off-Site Requirements: The 320 feet of downstream conveyance that needs rehabilitation is located at the point where the conveyance channel passes beneath 160<sup>th</sup> Avenue SE. Blockages in the channel will be removed. (Exhibit 3 {Sheet 3 of 4} and testimony)
- E. Page 14, § VI.A.1, Transportation Concurrency of Traffic Facilities: The Traffic Concurrency Analysis Report finds that the proposed subdivision “does not pass the City’s intersection LOS standard” because of existing conditions at two intersections through which a threshold number of site-generated trips would pass. (Exhibit 16, p. 7) However, the Report also finds that the subdivision “does not result in significant adverse impact on these two deficient intersection[s]”. (Exhibit 16, p. 8) The City has a “level of tolerance” policy in such cases. (Testimony) The impacts generated by the proposed subdivision fall within the accepted level of tolerance. (Testimony) Therefore, a Certificate of Concurrency has been issued. (Exhibit 15) The *Mountain Meadows Estates* application was filed before the Certificate expired; thus, the application is covered by the Certificate. (Testimony)
- F. Page 14, § VI.A.3 {Street Improvements – General Code Requirements} and 4 {Street Improvements – City Standards}: The three proposed private access tracts meet adopted City standards and are acceptable. Further northerly extension of 160<sup>th</sup> Avenue SE is not desired because the Gradwohl property lies on the edge of the UGA and the property to the north is owned by PSE. (Testimony)

In view of the fact that the application is without controversy and that the citizens’ issues of concern do not challenge any of the Staff Report’s statements of fact or conclusions, no need exists to provide separate analysis of the criteria within this Decision. The findings, analysis, and conclusions within the Staff Report are incorporated herein by reference as if set forth in full, subject to the above clarifications, additions, and/or corrections.

- 6. The record contains comments from four entities/persons, three of which contain substantive content. (No member of the public testified during the open record hearing.)
  - A. Crofton Hills Homeowners Association (CHHOA). (Exhibit 7a) The CHHOA letter includes a number of questions and concerns. City staff met with the CHHOA during review of the application; ECL made design changes in response to CHHOA’s concerns. (Exhibit 1)
  - B. The Millers. (Exhibit 7b) The Millers sought assurance that their electrical supply would not be harmed by the development. (See Finding of Fact 2, above.) ECL confirmed that the development would not affect the Miller electrical service. (Testimony)
  - C. King County. (Exhibit 7c) King County Traffic Engineering advised “that the project will not have any adverse traffic impacts to the King County roadway system.”

7. ECL concurs with the Department's Recommendation. (Testimony)
8. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

## **LEGAL FRAMEWORK <sup>4</sup>**

The Examiner is legally required to decide this case within the framework created by the following principles:

### Authority

A preliminary subdivision is a Type 3 land use application which is subject to an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [CMC 14.30.040, CMC 14.30.050, and Hearing Examiner Rule of Procedure (RoP) 2.27]

### Review Criteria

The review criteria for a preliminary subdivision are set forth at CMC 17.15.060 which includes, by reference, the review criteria of Chapter 58.17 RCW. Sections 58.17.100, .110, .120 and .195 RCW set forth the basic criteria to be applied when considering preliminary subdivision applications. A subdivision application must be evaluated against each criterion.

- A. Section 58.17.100 RCW provides that the city shall "assure conformance of the proposed subdivision to the general purposes of the comprehensive plan and to planning standards and specifications as adopted by the city ...." Section 58.17.195 RCW states that

[n]o plat or short plat may be approved unless the city ... makes a formal written finding of fact that the proposed subdivision or proposed short subdivision is in conformity with any applicable zoning ordinance or other land use controls which may exist.

If a favorable conclusion on the criteria within RCW 58.17.100 cannot be reached, then the application may be denied; if a favorable conclusion on the criteria within RCW 58.17.195 cannot be reached, then the application cannot be approved.

- B. Section 58.17.110 RCW requires that a proposed preliminary subdivision

shall not be approved unless the city ... makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools

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<sup>4</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision ....

[RCW 58.17.110(2)] If a favorable conclusion on the criteria within RCW 58.17.110 cannot be reached, then the application “shall not be approved”. [RCW 58.17.110(2)]

C. Section 58.17.120 RCW authorizes the city to

disapprove a proposed plat because of flood, inundation, or swamp conditions. Construction of protective improvements may be required as a condition of approval, and such improvements shall be noted on the final plat.

No plat shall be approved by any city ... covering any land situated in a flood control zone ... without the prior written approval of the department of ecology of the state of Washington.

[Note: State flood control zones were abolished by the legislature in 1987; see decodified RCW 86.16.060.] If a favorable conclusion on the criteria within RCW 58.17.120 cannot be reached, then the application may be denied.

The Local Project Review Act [Chapter 36.70B RCW] establishes a mandatory “consistency” review for “project permits”, a term defined by the Act to include “building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan.” [RCW 36.70B.020(4)]

(1) Fundamental land use planning choices made in adopted comprehensive plans and development regulations shall serve as the foundation for project review. The review of a proposed project’s consistency with applicable development regulations or, in the absence of applicable regulations the adopted comprehensive plan, under RCW 36.70B.040 shall incorporate the determinations under this section.

(2) During project review, a local government or any subsequent reviewing body shall determine whether the items listed in this subsection are defined in the development regulations applicable to the proposed project or, in the absence of applicable regulations the adopted comprehensive plan. At a minimum, such applicable regulations or plans shall be determinative of the:

- (a) Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned unit developments and conditional and special uses, if the criteria for their approval have been satisfied;
- (b) Density of residential development in urban growth areas; and
- (c) Availability and adequacy of public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by [the Growth Management Act].

[RCW 36.70B.030]

#### Vested Rights

The City has no vesting regulations.<sup>5</sup> Subdivision and short subdivision applications are governed by a statutory vesting regulation: such applications “shall be considered under the subdivision or short subdivision ordinance, and zoning or other land use control ordinances, in effect on the land at the time a fully completed application ... has been submitted ...” [RCW 58.17.033] Therefore, this application is subject to those land development regulations in effect on April 30, 2013.

#### Standard of Review

The standard of review is preponderance of the evidence. The applicant has the burden of proof.

#### Scope of Consideration

The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

### **CONCLUSIONS OF LAW**

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Mountain Meadows Estates* is an uncontested case. As stated in Finding of Fact 5, above, the Staff Report contains an exhaustive analysis, no part of which was challenged or questioned. The Staff Report has previously been incorporated by reference into this Decision.
2. *Mountain Meadows Estates* passes the “consistency” test: Single-family residential development is permitted under the applicable R-6 zoning; the proposed density is within the range allowed by CMC regulations; and adequate public utilities are available. (Exhibits 1 and 2)
3. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with but one addition and two changes:
  - A. A preliminary subdivision embodies the concept of approval of a specific development proposal: the preliminary plat. A preliminary subdivision evaluation is based upon the

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<sup>5</sup> The vesting regulations in former CMC 14.30.070 were repealed and replaced with an entirely different topic.

specific preliminary plat submitted by the applicant. It is appropriate, therefore, that the conditions of approval clearly identify the plat which is being approved. This is especially necessary where, as here, the record contains more than one version of the proposed plat. The Department's recommendation as drafted does not do so. Both ECL and the Department agree that Exhibit 3, excluding the April 2013 sheets other than the Site Survey and excluding the Landscape Plan, constitute the preliminary plat and supporting plans for which approval is sought. Reference to those exhibits will be incorporated into a new condition.

B. Recommended Condition 38. The wording of the last sentence in this condition is awkward:

A note shall be included on the face of the final plat and incorporated in the HOA's Covenants, Conditions and Restrictions (CC&R's) noting the requirement that final grade on Lots 10 -15 shall be in accordance with the approved engineering plans and shall allow for construction daylight basements.

(Exhibit 1, p. 26, *sic*, emphasis added) The intent is clear from the discussion in Section VIII.A.3 of the Staff Report: The homes on Lots 10 – 15 are to be daylight basement style structures to eliminate the need for fill along the south property line. The wording, however, does not clearly convey that intent and needs to be improved.

C. The word "Applicant" is used in multiple places to refer to the developer of the subdivision. Since the current "applicant" could sell its interest in the development, the Examiner prefers to use the word "Developer" or, sometimes, "Plattor" to refer to the subdivision developer after preliminary subdivision approval has occurred. The intent is to avoid any possibility that a future developer might try to argue that some conditions did not apply to him because he was not the original "applicant." The Examiner will replace "Applicant" with "Developer" in each condition in which it appears.

4. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

### DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, the testimony and evidence submitted at the open record hearing, and the Examiner's site view, the Examiner **GRANTS** the requested *Mountain Meadows Estates* preliminary subdivision **SUBJECT TO THE ATTACHED CONDITIONS**.

Decision issued November 18, 2013.

  
John E. Galt  
Hearing Examiner

### HEARING PARTICIPANTS <sup>6</sup>

Chad Allen  
Nelson Ogren

Salina Lyons

### NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Covington, ATTN: Kelly Thompson, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington, Washington 98042) a written request for reconsideration within 10 days following the issuance of this Decision in accordance with the procedures of CMC 2.25.080 and RoP 2.27. Any request for reconsideration shall specify the error which forms the basis of the request. See RoP 2.27 for additional information and requirements regarding reconsideration.

A request for reconsideration is not a prerequisite to judicial review of this Decision, nor does filing a request for reconsideration stay the time limit for commencing judicial

### NOTICE of RIGHT of JUDICIAL REVIEW

This Decision is final and conclusive subject to the right of review by Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act.. See Chapter 36.70 RCW and CMC 14.45.040 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

<sup>6</sup> The official Parties of Record register is maintained by the City's Hearing Clerk.

**CONDITIONS OF APPROVAL**  
***Mountain Meadows Estates***  
**LU13-0009/0004**

This preliminary subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Covington Municipal Code, standards adopted pursuant thereto, and the following special conditions:

1. Exhibit 3 (the Site Survey sheet and Sheets 1 of 4 through 4 of 4 revision dated August 13, 2013, inclusive) is the approved preliminary plat and supporting preliminary plans. Revisions to the approved preliminary subdivision are regulated by CMC 17.20.030.
2. All subsequent development review associated with this proposal shall comply with the Covington Municipal Code, Covington Design and Construction Standards, Covington Comprehensive Plan, and other applicable codes and policies, or as otherwise approved by the city.
3. SEPA MDNS Threshold Determination conditions, issued by the city's SEPA Official on October 4, 2013 shall be incorporated into the design and construction of the *Mountain Meadows Estates* subdivision.
4. The *Mountain Meadows Estates* subdivision shall expire or become void if the Developer fails to submit a final plat meeting all applicable requirements and all the conditions of preliminary approval within 7 years from the date of the Hearing Examiner's decision, or as otherwise determined by adopted State statutes (RCWs).
5. The Developer shall submit a recreation plan to be reviewed and approved by the city prior to final engineering plan approval or issuance of the Notice to Proceed.
6. The Developer shall install park amenities as required by CMC 18.35.150 prior to the final plat approval, release of the performance bond for the site, or as otherwise determined by the city. Failure to meet the recreation space design standards shall result in the requirement for the Developer to pay a park fee-in-lieu for any deficient recreation space. The final park designs shall be submitted prior engineering plan approval or issuance of the Notice to Proceed.
7. The Homeowner's Association or its designee shall be responsible for the maintenance of the Recreation Tracts (Tracts A & B) and the trail connection, including all associated landscaping. This shall be a note on the face of the final plat and incorporated in the HOA's Covenants, Conditions and Restrictions (CC&R's).
8. The trail shall be designed to meet minimum requirements of CMC 18.35.240 and Park Design Development Standards, or as otherwise approved by the city. The Developer shall be responsible for coordinating with Puget Sound Energy for the use of the power easement for a trail. If the Developer

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fails to construct the trail and provide the connection, the Developer shall pay a park fee-in-lieu for the deficiency. The final location and design of the trail shall be determined prior to engineering plan approval or issuance of the Notice to Proceed. The trail shall be installed prior to the final plat approval, release of the performance bond for the site, or as otherwise determined by the city.

9. The location of the monument sign shall be identified and set aside in a separate tract. The monument sign shall be constructed by the Developer or the Homeowner's associated or its designee in accordance with the requirements for subdivision identification signage pursuant to CMC 18.55 – Signs. This shall be a note on the face of the final plat and incorporated in the HOA's Covenants, Conditions and Restrictions (CC&R's).
10. The Developer shall coordinate with Soos Creek Water and Sewer and Covington Water Districts regarding the design and review of the utilities. The Developer shall be responsible for meeting the requirements of the Districts and coordinating any changes to the approved plans throughout the design process (City and Utilities). Delays in the review of the Utility plans may result in delayed approvals from the city.
11. All water and sewer mains for the project shall be constructed as part of the improvements for the site development. The Developer shall be responsible for obtaining final Board acceptance from Covington Water District and Soos Creek Water and Sewer District, in accordance with each District's process. To ensure fire safety and adequate water and sewer service, these mains shall be constructed by the Developer and accepted by the Covington Water District and Soos Creek Water and Sewer District prior to Commercial Site Development Permit approval, prior to final acceptance of the site and release of any posted performance financial for the site.
12. All proposed water and sewer lines, and facilities not located within the public right-of-way, shall be located in appropriate easements, and these easements shall appear on the final as-built map, as well as on Covington Water District and Soos Creek Water and Sewer District standard easement forms recorded against the parcel. Easements shall be recorded prior to final acceptance of the site and release of any posted performance financial for the site.
13. To address the concerns outlined in Covington Water District's memorandum, dated September 10, 2013, regarding irrigation to recreation tracts, the Developer shall provide a stub to the recreation tracts and provide a note on the face of the final plat and in the HOA's Covenants, Conditions and Restrictions (CC&R's) that outlines that landscape tracts shall utilize drought tolerant plants and any future costs for irrigation to the designated recreation tracts shall be borne by the HOA, or their designee. **(Exhibit 13)**
14. To avoid utility conflicts that might result in project delays or inappropriate utility configurations, approved water and sewer plans shall be submitted to the city for review prior to final engineering approval or issuance of Notice to Proceed for the site.

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15. The Developer shall provide mitigation for an increase in storm water volumes and water quality impacts by complying with the requirements of the 2012 Ecology Stormwater Manual, and CMC 13.25, as applicable.
16. The final drainage report shall be approved prior to final engineering plan approval and issuance of the Notice to Proceed.
17. The final design of the storm drainage system shall be approved prior to final engineering plan approval and issuance of the Notice to Proceed.
18. To ensure that the stormwater collection, conveyance and treatment systems continue to provide their intended functions, all portions of the proposed stormwater system shall be dedicated to the city, unless otherwise determined by the City Engineer. The requirements of the stormwater facility and connection to the Reserve Pond in accordance with the Drainage Agreement of Reimbursement for the Reserve Regional Detention Pond and maintenance Access Road, King County Recording No. 20130109002159, shall be included as a note on the face of the final plat and incorporated in the HOA's Covenants, Conditions and Restrictions (CC&R's). **(Exhibit 4)**
19. Footing drains shall be installed around the perimeter of the residences, at or just below the invert of the footing, with a gradient sufficient to initiate flow. Footing drains shall not be connected to the site storm system unless groundwater flows are determined and incorporated in the drainage design. Roof downspouts must be separately tightlined to discharge. Cleanouts shall be installed at strategic locations to allow for periodic maintenance of the footing drain and downspout tightline system. The location of such systems shall be identified on the engineering plans and reviewed prior to final engineering plan approval or issuance of the Notice to Proceed, unless otherwise approved. A note shall be included on the face of the final plat and incorporated in the HOA's Covenants, Conditions and Restrictions (CC&R's) identifying these systems and that the homeowner will be responsible for maintenance.
20. The Developer, or subsequent owner, shall rehabilitate approximately 320 linear feet of the downstream conveyance system, to mitigate for additional flows to regional stormwater facility at The Reserve. The final mitigation plan shall be submitted at the time of engineering review. The required mitigation work shall be completed prior to final plat approval, unless otherwise determined by the city's Development Review Engineer.
21. The Developer shall be responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit from the Department of Ecology. A copy of the approved permit shall be submitted to the city prior to the issuance of the Notice to Proceed.
22. All proposed storm pipes and facilities that do not lie within the public right-of-way shall be located in appropriate easements.

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23. Any required easements and covenants associated with stormwater facilities shall be recorded with King County's Department of Records and Elections prior to final acceptance of the site and release of any posted performance financial guarantees for the site.
24. To mitigate any erosion and sedimentation during construction, the Developer shall adhere to design requirements and Best Management Practices. The engineering construction drawings shall include a Temporary Erosion and Sedimentation Control Plan for review and approval.
25. Erosion exposure of the site can be minimized if all site improvement plans are submitted to the city for review prior to initiation of clearing and grading activities. The Developer shall submit to the city for review all clearing and grading plans, engineering construction drawings, and other site improvement plans prior to final engineering approval or issuance of the Notice to Proceed.
26. After construction is complete, the Developer shall clean all pipes, inlets, and catch basins as directed by the city, for those areas affected by the project. All storm pipes shall be subject to a low pressure air test. All storm pipes shall be inspected by television camera with a City Inspector present during the inspection.
27. The Developer shall construct drainage facilities, curb and gutter, sidewalk, illumination, landscaping and related improvements to City Street Standards for a Local Access street on SE 155<sup>th</sup> Ave SE, unless otherwise determined by the city.
28. The Developer shall dedicate all new right-of-way to the city, and construct full street improvements for local access roads, unless otherwise determined by the city.
29. The Developer shall construct a traffic calming circle at the intersection of SE 255<sup>th</sup> PL and 160<sup>th</sup> PL SE, in general accordance with City of Covington Design and Construction Standards, unless otherwise determined by the city. The final design for the traffic calming circle shall be reviewed and approved by the city prior to final engineering plan approval or issuance of the Notice to Proceed.
30. The Developer shall coordinate with Puget Sound Energy/IntoLight for design and construction of the illumination system. Illumination plans shall be reviewed by the city prior to engineering plan approval or issuance of the Notice to Proceed, unless otherwise approved.
31. The Developer is responsible for the installation of Collection Box Units (CBU) (mailboxes) and distribution of keys in accordance with the Covington Postmaster approved plan (**Exhibit 17**).
32. The Developer shall be required to underground all utilities in accordance with Section 8.01 and standard details in the Street Standards.

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33. The Developer, or subsequent owner, shall comply with CMC 12.105 which contains provisions for payment of Transportation Impact Fees (TIF). Per CMC 12.105.070, these fees will be calculated according to the fee schedule in effect at the time of building permit application. Modifications to the project including, but not limited to, a change in or the addition or deletion of other uses, may result in a recalculation of the TIF at the discretion of the City of Covington. Any credits applied to the TIF fee calculations shall be in accordance with CMC 12.105.140. The individual single family residential TIF fee shall be paid at the time of building permit issuance for each building. The Developer shall pay all applicable administrative fees associated with the payment. TIF fees shall be collected according to the fee schedule in effect at the time of time of building permit application.
34. A note shall be provided on the final plat map that indicates if the Developer paid the traffic impact fee, or if it will be assessed at building permit issuance for each individual lot.
35. The property owner shall be responsible for the maintenance of the planter strip abutting their property, unless otherwise designated to the development's Homeowner's Association. This responsibility shall be a note on the face of the final plat map and incorporated into the HOA's Covenants, Conditions and Restrictions (CC&R's), if applicable.
36. The Developer shall install a pavement overlay and/or reconstruct the entire street width where damage to existing streets, installation of utilities, and/or improvements to existing streets occur due to this project and in accordance with CMC 12.115.040.
37. The Developer shall submit for review and approval a detailed grading and engineering plan for the roads, utilities and individual lots. The final engineering plans shall be reviewed and approved by the city, and shall be implemented as part of the plat development. Revisions to the approved engineering plans must be submitted in writing and approved by the city's Development Review Engineer.
38. The Developer shall provide a detailed grading plan that indicates finish floor elevations, driveway grades, slopes, proposed walls and other topographic features. In addition, any walls needed for the construction of the homes shall be considered during the engineering phase and constructed accordingly. This grading plan shall be incorporated into the engineering review plans. Any wall located on a future single-family lot shall be constructed no higher than 4 feet. Walls constructed higher than 4 feet shall be required to obtain a separate building permit and approval by the city Development Review Engineer.
39. Lots shown as 10 – 15 on the preliminary plat (**Exhibit 3**) shall be graded and designed for daylight basements. This design was agreed upon during the review of the project and shall be implemented through the building permit process for the plat. A note shall be included on the face of the final plat and incorporated in the HOA's Covenants, Conditions and Restrictions (CC&R's) noting the requirement that final grade on proposed Lots 10 -15 shall be in accordance with the approved engineering plans and that houses on those lots shall be daylight basement designs.

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40. The Developer shall consider implementing eradication measures, as expressed by the Crofton Hills HOA, prior to development of the site.
41. All import fill material shall be clean and free of environmental hazards and contaminants. Proof of clean import soils shall be required through a Clean Soil Questionnaire and Certification form.
42. The Developer shall enter into a Voluntary Agreement with Kent Fire for the preliminary plat. Any modifications to the voluntary agreement based on the revised plat shall be determined by the Kent Fire Department RFA. **(Exhibit 18)**
43. The Developer shall be responsible for obtaining any necessary state and federal permits and approvals for the project, and is responsible for complying with any conditions of approval placed on these or other state or federal permits or approvals, and for submitting revised drawings to the city for its review and approval, if necessary to reflect these state or federal conditions of approval.
44. The site shall provide adequate water supply for fire protection during construction in accordance with the provisions of CMC 15.20.470, and as required by the Fire Marshal's office.
45. The Developer shall be required to pay applicable school impact fees per lot plus adopted city administrative fees to offset the project's impact on the local school system in accordance with CMC 18.120.050. School Impact Fees are not vested and are assessed at the rate in effect at the time of payment. The Developer may pay 50% of the required school impact fee at final plat approval and defer the remaining 50% to be paid at the time of building permit issuance, or 100% of the fee can be assessed per lot/unit at the time of building permit issuance. A note shall be provided on the final plat indicating the percentage of the fee required to be paid based on the Developer's chosen option.
46. The Developer shall observe the hours of operation per applicable city ordinances during the construction of the development. Prior to issuance of a Notice to Proceed, the Developer shall post a notice on site indicating the hours of operation for construction. The size, location and content of the sign shall be consistent with the notice required for the Notice of Application. The notice shall remain in place until the Developer has received written notice authorizing the sign's removal.
47. All of the improvements and amenities required for the project shall be completed or financially assured, and shall be completed within one year of final plat approval.
48. The Developer shall provide the city with as-built drawings, in electronic format, and a copy of the AutoCAD files for the system prior to final acceptance of the site and release of any posted performance financial guarantees for the site, in accordance with Section 9.10 of the City of Covington Design and Construction Standards.

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49. All easements shall be required to be recorded with King County's department of Records and Elections prior to final acceptance of the site and release of any posted performance financial guarantees for the site.

## Consent Agenda Item C-4

Covington City Council Meeting

Date: December 9, 2014

**SUBJECT:** AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE AMENDMENT #3 TO AGREEMENT FOR SERVICES WITH ABACO PACIFIC, INC. FOR REAL ESTATE SERVICES.

**RECOMMENDED BY:** Don Vondran, PE, Public Works Director

**ATTACHMENT(S):**

1. Amendment #3 to Agreement for Services with Abaco Pacific, Inc.

**PREPARED BY:** Shellie Bates, Programs Supervisor/Public Works

**EXPLANATION:**

In July of 2002 the city council authorized the city manager to execute an agreement with Abaco Pacific, Inc. ("Abaco") for professional real estate services, primarily to assist the city with the acquisition of numerous real estate parcels for both right-of-way and park purposes. Abaco also provided assistance in utility relocations and in the oversight of subcontractors on public works projects.

In May of 2009 the council approved a new Agreement for Services ("Agreement") with Abaco to perform various real estate services on a task order basis. Amendment #1 to the Agreement extended the term from December 31, 2011 to December 31, 2013. Amendment #2 to the Agreement extended the term from December 31, 2013 to December 31, 2014.

The city continues to have a need for real estate services and Abaco has continually provided quality services. As such, staff is recommending for council to authorize the Interim City Manager to execute Amendment #3 to the Agreement (Attachment 1) to extend the term to December 31, 2015, and allow the city to continue its productive relationship with Abaco. All other terms of the Agreement will remain unchanged.

**ALTERNATIVES:**

Not authorize the city manager to execute Amendment #3 to the Agreement and direct staff to negotiate a new agreement with Abaco 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

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize the Interim City Manager to execute Amendment #3 to the Agreement for Services with Abaco Pacific, Inc. for real estate services.**

**REVIEWED BY:** Interim City Manager, City Attorney, Deputy Finance Director

CITY OF COVINGTON  
AGREEMENT FOR SERVICES

Amendment #3

Between the City of Covington and Abaco Pacific, Inc.

That portion of Contract No. 924-09 between the City of Covington and Abaco Pacific, Inc. entered into by the parties on the 13<sup>th</sup> day of May, 2009 ("Agreement"), is amended pursuant to Sections 18 of said Agreement, as follows:

1. Term of Agreement. Section 3 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2015.

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

Dated this 9<sup>th</sup> day of December, 2014.

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

CITY OF COVINGTON

\_\_\_\_\_  
By: Rob Hendrickson  
Its: Interim City Manager

Attest:

Approved as to form:

\_\_\_\_\_  
Sharon Scott, City Clerk

\_\_\_\_\_  
Sara Springer, City Attorney

ABACO PACIFIC, INC.

\_\_\_\_\_  
By: Jeri Cranney  
Its: President

## Consent Agenda Item C-5

Covington City Council Meeting

Date: December 9, 2014

**SUBJECT:** AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT FOR SERVICES WITH WILSON FLEET SERVICES TO PURCHASE AND SURPLUS USED VEHICLES AND EQUIPMENT.

**RECOMMENDED BY:** Don Vondran, Public Works Director

**ATTACHMENT(S):**

1. Contract for Services with Wilson Fleet Services

**PREPARED BY:** Ross Junkin, Maintenance Supervisor

**EXPLANATION:**

In January 2012 the City Council approved a Contract for Services with Wilson Fleet Services. Since that time the city has used their services to purchase used vehicles and equipment and also to surplus office equipment and furniture and other equipment no longer needed by the city.

By entering into a contract with Wilson Fleet Services we will be able to identify the specifications of a vehicle or piece of equipment and they will find it at auction. They utilize auction sites throughout the entire country to assist in the search as well as keep prices down. Wilson Fleet Services will purchase, inspect, and make any necessary repairs to any vehicles the city decides to buy. Only after the vehicle or equipment meets city specifications will the city agree to complete the purchase with Wilson Fleet Services. This protects the city from purchasing potentially problem vehicles/equipment. By using this service we will not be limited to purchasing locally, which has been past practice and doesn't necessarily always fit our needs. Also, we believe that entering into this agreement with Wilson Fleet will decrease the purchase price on most vehicles and pieces of equipment we purchase for the City. The City would also receive a one year warranty on all purchases from Wilson Fleet Services.

City vehicles and equipment that are scheduled to be replaced will be done so per the "Covington Equipment Replacement Spreadsheet" which is reviewed and amended annually.

**ALTERNATIVES:**

Not to enter into an agreement with Wilson Fleet Services and research alternative ways of purchasing used vehicles and equipment and selling surplus vehicles and equipment. Continue to use city time on researching and searching for vehicles to purchase for the city.

**FISCAL IMPACT:**

Costs associated with entering into this agreement with Wilson Fleet Services are the following:

- Purchase price of each vehicle/piece of equipment will be the only dollars paid to Wilson Fleet Services. All fees and other costs associated with purchasing a vehicle/equipment will be included within the purchase price.
- City staff expects surplus costs to be reduced as well as proceeds from selling surplus items at auction to increase.

CITY COUNCIL ACTION:    \_\_\_ Ordinance    \_\_\_ Resolution     X  Motion    \_\_\_ Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_  
seconds, to authorize the Interim City Manager to execute a Contract for  
Services with Wilson Fleet Services to purchase and surplus used vehicles  
and equipment.**

REVIEWED BY: Interim City Manager; City Attorney, Deputy Finance Director

**CONTRACT FOR SERVICES**  
**Between the City of Covington and Wilson Fleet Services**

THIS AGREEMENT is entered into by and between the City of Covington, Washington, a municipal corporation (the "City"), and Wilson Fleet Services (the "Contractor").

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

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

- 1. Scope and Terms of Services to be Performed by Contractor.** The City hereby engages the Contractor, and the Contractor hereby agrees to offer the services as described and pursuant to the terms and conditions included in Exhibit A and Exhibit B attached hereto and incorporated herein by this reference as if fully set forth (the "Services"). In performing such Services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such Services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City prior to the initiation of any specific task not included in the scope of Services or if the Services are to be modified in any way.
- 2. Term of Agreement.** This Agreement shall be in full force and effect for a period of three (3) years commencing January 1, 2015, and expiring December 31, 2017, unless terminated sooner pursuant to Section 10 herein.
- 3. Ownership and Use of Documents.** All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and any other materials produced by the Contractor in connection with the Services rendered under this Agreement shall be the property of the City whether the Service for which they are made is executed or not.
- 4. Independent Contractor.** The Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Any and all employees of the Contractor or other persons while engaged in the performance of any work or Services required of the Contractor under this Agreement shall be considered to be employees of the Contractor only and not employees of the City. The Contractor and City agree to the following rights consistent with an independent contractor relationship:
  - 4.1.** The Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
  - 4.2.** The Contractor will furnish all equipment and materials used to provide the Services required by this Agreement.

- 4.3. The Contractor or Contractor's employees or contract personnel shall perform the Services required by this Agreement; the City shall not hire or supervise any assistants to help the Contractor.
- 4.4. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from the City in the skills necessary to perform the services required by this Agreement.
- 4.5. The City shall not require the Contractor or the Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- 4.6. The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the Services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If the City is assessed, liable, or responsible in any manner for such charges or taxes, the Contractor agrees to hold the City harmless from such costs, including attorney's fees.
- 4.7. The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- 4.8. The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.
- 4.9. The Contractor understands that neither the Contractor nor the Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City. The City shall not obtain workers' compensation insurance on behalf of the Contractor or the Contractor's employees. The City shall make no state or federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or contract personnel. The Contractor will not be entitled to these benefits in connection with work performed under this Agreement. The City shall not provide any insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel. The Contractor agrees to maintain adequate insurance to cover any negligent acts committed by the Contractor or the Contractor's employees or agents while performing the Services under this Agreement.

## **5. Indemnification.**

- 5.1. The Contractor agrees to indemnify the City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the Contractor, the Contractor's employees, affiliated corporations, officers, and lower tier subcontractors in connection with the performance of this Agreement, either solely or in combination with the negligence or willful misconduct of third parties.

- 5.2. The City agrees to indemnify the Contractor from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the City, the City's employees, or agents in connection with this Agreement, either solely or in combination with the negligence or willful misconduct of third parties.
- 5.3. If negligence or willful misconduct of both the Contractor and the City (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between the Contractor and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.
- 5.4. The Contractor hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Contractor agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

## **6. Record Keeping and Reporting.**

- 6.1. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs incurred in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.
- 6.2. When reports are required to be submitted to the City pursuant to this Agreement, the Contractor shall provide to the City a printed copy and an electronic version. Said electronic version shall be submitted to the City in an electronic format compatible with PC software programs in current use by the City (Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, Microsoft Publisher, Visio, AutoCAD, Adobe Acrobat).

7. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The Contractor shall permit the City, state, and federal agencies, from time to time as the City deems necessary or as required by state, local, or federal law or regulation, to inspect and audit at any and all reasonable times all pertinent books and records of the Contractor and any other person or entity which has performed work in connection with or related to the Contractor's Services under this Agreement to verify the accuracy of accounting records. Upon the City's request, the Contractor shall also supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof pertaining to work under this Agreement. The Contractor shall ensure that such inspection, audit, and copying right of the City is a condition of any contract, agreement, or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Contractor's Services under this Agreement.

**8. Termination.** Either party may terminate this Agreement at any time upon written notification to the other. Upon termination, any proceeds or payments owed to either party for Services rendered prior to termination shall be invoiced within thirty (30) days of the date of termination and payment on said invoice shall be paid within thirty (30) days of the invoice date.

**9. Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, creed, color, national origin, families with children, sex, sexual orientation, gender identity, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person.

**10. Conflict of Interest.**

**10.1. Governmental.** No officer, employee, or agent of the City who exercises any function or responsibilities in connection with the approval of, planning, and carrying out of the Services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined pursuant to RCW 42.23.040.

**10.2. Contractor.** The Contractor shall comply with all federal, state, and City conflict of interest laws, statutes, regulations, and policies as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees, or agents of the City. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's Services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this Agreement shall constitute a material breach of this Agreement subjecting the Agreement to termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest during the course of performing the Services under this Agreement.

**10.3. Contractor Employees.** The Contractor further covenants that, with respect to its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, with respect to this Agreement or the activities assisted by or through this Agreement, (a) will not use their position for personal gain, (b) will not engage in activities that directly or indirectly, in fact or in appearance, conflict with in any manner or degree, the performance of the Contractor's Services and obligations hereunder, (c) will not have or obtain, directly or indirectly, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit directly or indirectly, in fact or in appearance, either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict directly or indirectly, in fact or in appearance, with his or her responsibilities under this Agreement.

**11. Assignment and Subcontract.** The Contractor may not assign this Agreement without the prior written consent of the City.

**12. Amendments.** The parties may amend this Agreement only upon the mutual written agreement of the parties.

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

Ross Junkin  
City of Covington  
16720 SE 271<sup>st</sup> St. Suite 100  
Covington, WA 98042  
Telephone: (253) 638-1431

Notices to the Contractor shall be sent to the following address:

Wilson Fleet Services  
1200 West Division  
Mount Vernon, WA 98273  
Telephone number: (360) 424-7459

The point of contact for the Contractor or the person responsible for Services is:

Name: Jon Klump  
Telephone Number: (360) 442-6181  
Fax Number: (360) 424-3389  
E-mail: jklump@wilsonfleet.com

**14. State of Washington Requirements.** The Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account, and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

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

**16. No Third Party Beneficiaries.** This Agreement shall be for the sole benefit of the parties hereto and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

**17. Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto.

**18. Severability.** If any term of this Agreement is held to be illegal, void, or unenforceable for any reason, in full or in part, such holding shall not affect the validity and enforceability of any remaining

provisions of this Agreement and said remaining provisions shall be deemed to be in full force and effect.

**19. No Waiver.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

**20. 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.

DATED this \_\_\_\_\_ day of December, 2014.

**CITY OF COVINGTON**

**WILSON FLEET SERVICES**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Scope and Terms of Services—Equipment Purchases**

1. **Equipment Purchases.** Pursuant to RCW 39.30.045, the City may engage the Contractor to purchase used trucks, cars, and heavy and light duty equipment (“Equipment”) for the City upon the City’s request and pursuant to the City’s specifications and budget for the desired Equipment purchase.
2. **Prices.** The Contractor’s prices for Equipment, as mandated by RCW 39.30.045, must be competitive with available market sectors. Equipment prices paid by the City will be as obtained by the Contractor at auction sales and pursuant to the City’s specified budget.
3. **Cancellation.** The City may cancel its order for any piece of Equipment upon at least thirty (30) days’ written notice to the Contractor prior to the Contractor’s auction purchase of such Equipment.
4. **Inspection/Defects/Acceptance.** The Contractor will inspect and correct any defects in the Equipment before delivering the Equipment to the City. The City may also inspect, or cause to be inspected by a mechanic of its choice, the Equipment, and, if the City notifies the Contractor of any defects within five (5) days of delivery to the City, the Contractor shall either rectify the defects within thirty (30) days of such notice or shall reimburse the City’s costs of rectifying the defects, at the Contractor’s sole option. If no defects are noted by the City, the City shall accept the Equipment within five (5) days of delivery to the City.
5. **Delivery:** The Contractor shall deliver purchased Equipment to the City at:  
  
City of Covington Maintenance Shop  
17852 SE 256<sup>th</sup> Street  
Covington, Washington 98042  
Telephone: (253) 480-2471
6. **Auction Sales Receipt.** The Contractor shall provide the City with the auction sales receipt for each piece of Equipment purchased on behalf of the City.
7. **Bill of Sale.** The Contractor shall provide the City with a Bill of Sale and a legally valid title for each piece of Equipment purchased by the City. The Bill of Sale shall include, as applicable, the vehicle identification number (VIN); the year, make, and model of the Equipment; the odometer reading; a description of the Equipment; the name, address, and signature of the buyer; and the seller’s name, address, and signature.
8. **Title/Risk of Loss.** Title and risk of loss or damage to all Equipment shall be the responsibility of the Contractor until the Equipment is accepted by the City, unless loss or damage results from the sole negligence of the City. If applicable, the Contractor shall warrant that title to the Equipment is good and marketable and without liens or encumbrances.
9. **Warranty.** The Contractor will provide the City, at a minimum, with a one (1) year standard warranty for each piece of Equipment purchased by the City.

**EXHIBIT B**  
**Scope and Terms of Services—Consignment Services**

- 1. Consignment Services.** The Contractor agrees to consign motor vehicles, equipment, and surplus property of the City at auction (the “Auction Item(s)”) on the City’s behalf. The following shall be included as part of the Contractor’s performance of said consignment service:
  - 1.1.** De-identify all Auction Items prior to being photographed and posted online.
  - 1.2.** Photography of Auction Items, auction site design, and web hosting.
  - 1.3.** Research actual cash value (ACV) of an Auction Item and report to the City.
  - 1.4.** Determine the best partner auction for the City’s Auction Items.
  - 1.5.** Set the auction reserve for each Auction Item, with the City’s approval.
  - 1.6.** List Auction Item on national auction sale site.
  - 1.7.** Manage all communication between the City, auction, and bidders.
  - 1.8.** Arrange for transport of Auction Items from the City to the auction site.
  
- 2. Auction Items.**
  - 2.1. Vehicle Registration.** Any motor vehicle consigned by the City shall remain registered in the name of the City until sold.
  - 2.2. Odometer Statement.** For consigned motor vehicles, the City agrees to provide a duly executed odometer statement on or before the first day of the auction of said vehicle and to accept sole responsibility for the accuracy or inaccuracy of such statement.
  - 2.3. Title Warranty.** The City warrants that it is the sole and only owner of all consigned Auction Items. The City warrants that it has the full right and authority to sell all consign the Auction Items. The City agrees to provide the Contractor with good, clear, and transferable title and to correct at the City’s expense any title defects and to pay any expenses associated with providing the buyer with good, clear, and transferable title according to the state of where the buyer seeks to register the purchased Auction Item.
  - 2.4. Alterations/Repairs/Reconditioning.** The Contractor or partner auction will not carry out any alterations, repairs, servicing, or reconditioning of an Auction Item unless the City consents in writing. Any written agreement will specify the charges for which the City is responsible and said charges shall be included in the final invoices for fees from the Contractor.
  
- 3. Auction Term.**
  - 3.1. Exclusive Right to Sell.** The Contractor will have the exclusive right to sell the City’s consigned Auction Items for the term of this Agreement. The Contractor shall use its best efforts to sell the City’s consigned Auction Items. The City understands that neither the Contractor nor a partner auction in no way warrants or guarantees the sale of any consigned Auction Items.
  - 3.2. Reserve Price.** The reserve price of an Auction Item may not be increased at any time. The City shall have the right to reduce the reserve price of an Auction Item at any time prior to the auction; the reserve price shall not be reduced without the City’s approval. When the Auction Item is sold with a reserve price the auctioneers may bid on the City’s behalf up to

the reserve price. With the City's approval the Auction Item may be sold under the reserve price. In the event that the Contractor cannot contact the City for authorization to sell an Auction Item under the reserve price, the Contractor will not sell the Auction Item for less than ninety percent (90%) of the reserved price.

- 3.3. Unsold Auction Items.** The Contractor will relist and register all unsold Auction Items in the following weeks' sale. After each unsuccessful sale, the Contractor will notify the City and analyze the current market conditions. After two (2) unsuccessful sales the City will be advised to lower its reserve price.
- 3.4. Returns.** All Auction Items are sold AS-IS with no arbitration.
- 3.5. Sales Off the Block.** The City may direct the Contractor to sell any Auction Items pursuant to local or state statutes.
- 3.6. Bill of Sale.** Upon the sale of an Auction Item, the Contractor will provide the City with gross and net sales amounts. These figures will accompany a Bill of Sale provided to the City.

#### **4. Proceeds and Payment.**

- 4.1. Auction Proceeds.** The Contractor shall promptly deliver to the City all proceeds from the sale of the City's Auction Items (the "Auction Proceeds"). The Contractor shall only deduct the specific auction fees from the City's Auction Proceeds. All checks for Auction Proceeds will be tendered to the City on behalf of the partner auction.
- 4.2. Contractor Payment.** The Contractor shall directly invoice the City for all additional auction services provided by either the partner auction or the Contractor, including service fees and cleaning, de-commissioning, and de-identifying fees for the consignment of the City's Auction Items. The Contractor shall provide said fees to the City for review and approval before the Contractor consigns the City's Auction Items. In most cases transportation of large or oversize Auction Items will be billed by the hour and the Contractor will endeavor to estimate said cost to the closest dollar amount but will not be held responsible for any delays that may increase the original estimate. The City shall submit payment to the Contractor within thirty (30) days of receipt of said invoice.

#### **5. General Terms.**

- 5.1. Confidentiality.** The Contractor and the City agree to the confidentiality of mutual information and may release such information only with written consent of each party, or as required by law.
- 5.2. Liability.** The City acknowledges that the Contractor assumes no liability for any loss, theft, or damage of any kind to the Auction Items, their contents or components. All risk of loss or damage to or resulting from the transportation or storage of Auction Items while in the possession or control of the Contractor or a partner auction shall remain with the City, except for loss or damage due to the negligence or intentional acts of the Contractor or partner auction.

## Consent Agenda Item C-6

Covington City Council Meeting

Date: December 9, 2014

**SUBJECT:** AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH OLYMPIC ENVIRONMENTAL RESOURCES RELATING TO RECYCLING COLLECTION EVENTS FOR 2015.

**RECOMMENDED BY:** Don Vondran, Public Works Director

**ATTACHMENT(S):**

1. Agreement for Services with Olympic Environmental Resources

**PREPARED BY:** Shellie Bates, Programs Supervisor/Public Works

**EXPLANATION:**

The City applied for and received three grants to implement recycling collection events in 2015. 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 funds and the addition of adjacent unincorporated King County residents in the 2015 Recycling Collection Events. The agreement is from January 1, 2015 through December 31, 2015. 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 Interim 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 Interim City Manager to execute an Agreement for Services with Olympic Environmental Resources relating to recycling collection events for 2015.**

**REVIEWED BY:** Interim City Manager, City Attorney, Deputy Finance Director

CITY OF COVINGTON  
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is entered into this 9<sup>th</sup> day of December, 2014, 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, 2015 (“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 \$52,752.

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 271<sup>st</sup> 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.



## **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 2015, OER will implement two residential Recycling Collection Events, one Business Recycling Collection Event, and one or more Compost Bin Sales. The proposed projects include:

### **Residential Recycling Events**

The events are tentatively scheduled for spring (April, May) and fall (September, October) of 2015. At one or all events the following materials will be collected and recycled: used tires, used anti-freeze, used petroleum-based products, used oil filters, 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, 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 2015, 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 Recycling Business 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.

### **Compost Bin Distribution**

The City will support recycling programs by distributing backyard compost bins to City residents. OER will work to promote distribution of backyard compost bins and educational materials on grasscycling and backyard composting to residents. City residents will be charged a user fee of \$25 for each 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 \$52,752 in 2015 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.

### **2015 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 2015. The City has applied for the following:

- 1) King County Local Hazardous Waste Management Plan Grant.  
2015 grant total - \$9,381
- 2) King County Waste Reduction and Recycling Grant Program.  
2015 grant total - \$25,871
- 3) Washington State Department of Ecology Coordinated Prevention Grant.  
2015 grant total - \$17,500 (Coordinated by City of Maple Valley)

TOTAL: \$52,752

## **Consent Agenda Item C-7**

Covington City Council Meeting

Date: December 9, 2014

SUBJECT: PROPOSED ORDINANCE ADOPTING A 2014 BUDGET AMENDMENT

ATTACHMENT(S):

1. Proposed ordinance with exhibits

RECOMMENDED BY: Rob Hendrickson, Interim City Manager

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, Cumulative Reserve Fund, Real Estate Excise Tax Fund 1<sup>st</sup> Qtr, and Real Estate Excise Tax 2<sup>nd</sup> Qtr Fund are being amended to account for transfers between funds and related expenditures.

The employee positions/salary range schedule is also being amended to reflect staffing changes that have occurred during the year. The following positions have been added: Deputy Finance Director, Athletics Specialist, Customer Service Specialist, and Referee.

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 amending the  
2014 Budget by amending Ordinance 15-13.**

**ORDINANCE NO. 15-14**

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

WHEREAS, the city passed Ordinance No. 15-13 on December 10, 2013, which approved the city’s budget for 2014; 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

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 2014 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. 15-13 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 2014 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2014 as set forth below:**

<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>
General Fund	\$13,038,812
Parks and Recreation Fund	2,435,983
Development Services Fund	2,837,397
Street Fund	1,357,836
Surface Water Management Fund	9,717,644
Capital Investment Program	4,637,313
Local Improvement District	37,251
LID Guaranty Fund	36,491
Unemployment Reserve Fund	232,353
Equipment Replacement Fund	808,271
Cumulative Reserve Fund	1,400,671

Contingency Fund	418,360
Real Estate Excise Tax Fund 1 <sup>st</sup> Qtr	269,906
Real Estate Excise Tax Fund 2 <sup>nd</sup> Qtr	269,214
Long-Term Debt Service Fund	<u>1,278,415</u>
<b>Total All Funds</b>	<b><u>\$38,775,917</u></b>

Section 3. Section 5 of Ordinance 15-13 is amended and includes the Amended 2014 Salary Schedule for authorized positions and is attached hereto as Exhibit B.

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.

Adopted by the Council on this 9th day of December, 2014.

\_\_\_\_\_  
Mayor Margaret Harto

PUBLISHED: December 12, 2014

EFFECTIVE: December 17, 2014

ATTESTED:

\_\_\_\_\_  
Sharon Scott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sara Springer, City Attorney

CITY OF COVINGTON  
Proposed Budget Amendments  
2014

ORDINANCE NO. 15-14  
EXHIBIT A

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>GENERAL FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 3,785,530	\$ 241,275	\$ 4,026,805	106.4%
Operating Revenues	8,934,516	41,000	8,975,516	100.5%
Operating Transfers In	36,491	-	36,491	100.0%
<b>TOTAL RESOURCES</b>	<b>\$ 12,756,537</b>	<b>\$ 282,275</b>	<b>\$ 13,038,812</b>	<b>102.2%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 7,321,876	\$ 41,000	\$ 7,362,876	100.6%
Operating Transfers Out	1,621,376	119,936	1,741,312	107.4%
Ending Fund Balance	3,813,285	121,339	3,934,624	103.2%
<b>TOTAL USES</b>	<b>\$ 12,756,537</b>	<b>\$ 282,275</b>	<b>\$ 13,038,812</b>	<b>102.2%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>PARKS AND RECREATION FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 257,581	\$ 43,897	\$ 301,478	117.0%
Operating Revenues	1,317,301	128,484	1,445,785	109.8%
Operating Transfers In	604,384	84,336	688,720	114.0%
<b>TOTAL RESOURCES</b>	<b>\$ 2,179,266</b>	<b>\$ 256,717</b>	<b>\$ 2,435,983</b>	<b>111.8%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 1,861,619	\$ 212,820	\$ 2,074,439	111.4%
Operating Transfers Out	27,483	-	27,483	100.0%
Ending Fund Balance	290,164	43,897	334,061	115.1%
<b>TOTAL USES</b>	<b>\$ 2,179,266</b>	<b>\$ 256,717</b>	<b>\$ 2,435,983</b>	<b>111.8%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>DEVELOPMENT SERVICES FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 1,833,562	\$ 57,667	\$ 1,891,229	103.1%
Operating Revenues	946,168	-	946,168	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 2,779,730</b>	<b>\$ 57,667</b>	<b>\$ 2,837,397</b>	<b>102.1%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 1,074,662	\$ -	\$ 1,074,662	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	1,705,068	57,667	1,762,735	103.4%
<b>TOTAL USES</b>	<b>\$ 2,779,730</b>	<b>\$ 57,667</b>	<b>\$ 2,837,397</b>	<b>102.1%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>STREET FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 406,717	\$ 61,149	\$ 467,866	115.0%
Operating Revenues	595,640	15,000	610,640	102.5%
Operating Transfers In	279,330	-	279,330	100.0%
<b>TOTAL RESOURCES</b>	<b>\$ 1,281,687</b>	<b>\$ 76,149</b>	<b>\$ 1,357,836</b>	<b>105.9%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 949,937	\$ -	\$ 949,937	100.0%
Operating Transfers Out	-	15,000	15,000	0.0%
Ending Fund Balance	331,750	61,149	392,899	118.4%
<b>TOTAL USES</b>	<b>\$ 1,281,687</b>	<b>\$ 76,149</b>	<b>\$ 1,357,836</b>	<b>105.9%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>SURFACE WATER MANAGEMENT FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 7,737,294	\$ 45,401	\$ 7,782,695	100.6%
Operating Revenues	1,869,373	65,576	1,934,949	103.5%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 9,606,667</b>	<b>\$ 110,977</b>	<b>\$ 9,717,644</b>	<b>101.2%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 1,966,018	\$ 65,576	\$ 2,031,594	103.3%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	7,640,649	45,401	7,686,050	100.6%
<b>TOTAL USES</b>	<b>\$ 9,606,667</b>	<b>\$ 110,977</b>	<b>\$ 9,717,644</b>	<b>101.2%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>CAPITAL INVESTMENT PROGRAM FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 1,650,869	\$ 442,570	\$ 2,093,439	126.8%
Operating Revenues	1,908,649	635,225	2,543,874	133.3%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 3,559,518</b>	<b>\$ 1,077,795</b>	<b>\$ 4,637,313</b>	<b>130.3%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 2,221,900	\$ 635,225	\$ 2,857,125	128.6%
Operating Transfers Out	33,070	-	33,070	100.0%
Ending Fund Balance	1,304,548	442,570	1,747,118	133.9%
<b>TOTAL USES</b>	<b>\$ 3,559,518</b>	<b>\$ 1,077,795</b>	<b>\$ 4,637,313</b>	<b>130.3%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>LID FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ -	\$ 260	\$ 260	0.0%
Operating Revenues	36,991	-	36,991	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 36,991</b>	<b>\$ 260</b>	<b>\$ 37,251</b>	<b>100.7%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 500	\$ -	\$ 500	100.0%
Operating Transfers Out	36,491	-	36,491	100.0%
Ending Fund Balance	-	260	260	0.0%
<b>TOTAL USES</b>	<b>\$ 36,991</b>	<b>\$ 260</b>	<b>\$ 37,251</b>	<b>100.7%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>LID GUARANTY FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ -	\$ -	\$ -	0.0%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	36,491	-	36,491	100.0%
<b>TOTAL RESOURCES</b>	<b>\$ 36,491</b>	<b>\$ -</b>	<b>\$ 36,491</b>	<b>100.0%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	36,491	-	36,491	100.0%
Ending Fund Balance	-	-	-	0.0%
<b>TOTAL USES</b>	<b>\$ 36,491</b>	<b>\$ -</b>	<b>\$ 36,491</b>	<b>100.0%</b>

**CITY OF COVINGTON  
Proposed Budget Amendments  
2014**

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>UNEMPLOYMENT FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 181,940	\$ 7,872	\$ 189,812	104.3%
Operating Revenues	42,541	-	42,541	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 224,481</b>	<b>\$ 7,872</b>	<b>\$ 232,353</b>	<b>103.5%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 50,000	\$ -	\$ 50,000	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	174,481	7,872	182,353	104.5%
<b>TOTAL USES</b>	<b>\$ 224,481</b>	<b>\$ 7,872</b>	<b>\$ 232,353</b>	<b>103.5%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>CUMULATIVE RESERVE FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 1,379,768	\$ (2,697)	\$ 1,377,071	99.8%
Operating Revenues	8,600	-	8,600	100.0%
Operating Transfers In	-	15,000	15,000	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 1,388,368</b>	<b>\$ 12,303</b>	<b>\$ 1,400,671</b>	<b>100.9%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	1,388,368	12,303	1,400,671	100.9%
<b>TOTAL USES</b>	<b>\$ 1,388,368</b>	<b>\$ 12,303</b>	<b>\$ 1,400,671</b>	<b>100.9%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>REAL ESTATE EXCISE TAX FUND 1ST QTR</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ -	\$ 47,606	\$ 47,606	0.0%
Operating Revenues	240,100	(17,800)	222,300	92.6%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 240,100</b>	<b>\$ 29,806</b>	<b>\$ 269,906</b>	<b>112.4%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	240,100	(17,800)	222,300	92.6%
Ending Fund Balance	-	47,606	47,606	0.0%
<b>TOTAL USES</b>	<b>\$ 240,100</b>	<b>\$ 29,806</b>	<b>\$ 269,906</b>	<b>112.4%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>LONG-TERM DEBT SERVICE FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ -	\$ -	\$ -	0.0%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	1,278,415	-	1,278,415	100.0%
<b>TOTAL RESOURCES</b>	<b>\$ 1,278,415</b>	<b>\$ -</b>	<b>\$ 1,278,415</b>	<b>100.0%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 1,278,415	\$ -	\$ 1,278,415	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	-	-	-	0.0%
<b>TOTAL USES</b>	<b>\$ 1,278,415</b>	<b>\$ -</b>	<b>\$ 1,278,415</b>	<b>100.0%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>EQUIPMENT REPLACEMENT FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 516,793	\$ 150,850	\$ 667,643	129.2%
Operating Revenues	140,628	-	140,628	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 657,421</b>	<b>\$ 150,850</b>	<b>\$ 808,271</b>	<b>122.9%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 122,628	\$ -	\$ 122,628	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	534,793	150,850	685,643	128.2%
<b>TOTAL USES</b>	<b>\$ 657,421</b>	<b>\$ 150,850</b>	<b>\$ 808,271</b>	<b>122.9%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>CONTINGENCY FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 416,932	\$ 1,428	\$ 418,360	100.3%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 416,932</b>	<b>\$ 1,428</b>	<b>\$ 418,360</b>	<b>100.3%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	416,932	1,428	418,360	100.3%
<b>TOTAL USES</b>	<b>\$ 416,932</b>	<b>\$ 1,428</b>	<b>\$ 418,360</b>	<b>100.3%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>REAL ESTATE EXCISE TAX FUND 2ND QTR</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ -	\$ 46,914	\$ 46,914	0.0%
Operating Revenues	240,100	(17,800)	222,300	92.6%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 240,100</b>	<b>\$ 29,114</b>	<b>\$ 269,214</b>	<b>112.1%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	240,100	(17,800)	222,300	92.6%
Ending Fund Balance	-	46,914	46,914	0.0%
<b>TOTAL USES</b>	<b>\$ 240,100</b>	<b>\$ 29,114</b>	<b>\$ 269,214</b>	<b>112.1%</b>

	2014 Adopted Budget	2014 Proposed Amendment	2014 Amended Budget	% Change
<b>SUMMARY</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 18,166,986	\$ 1,144,192	\$ 19,311,178	106.3%
Operating Revenues	16,280,607	849,685	17,130,292	105.2%
Operating Transfers In	2,235,111	99,336	2,334,447	104.4%
<b>TOTAL RESOURCES</b>	<b>\$ 36,682,704</b>	<b>\$ 2,093,213</b>	<b>\$ 38,775,917</b>	<b>105.7%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 16,847,555	\$ 954,621	\$ 17,802,176	105.7%
Operating Transfers Out	2,235,111	99,336	2,334,447	104.4%
Ending Fund Balance	17,600,038	1,039,256	18,639,294	105.9%
<b>TOTAL USES</b>	<b>\$ 36,682,704</b>	<b>\$ 2,093,213</b>	<b>\$ 38,775,917</b>	<b>105.7%</b>

**ORDINANCE NO. 15-14  
EXHIBIT B**

**City of Covington  
Employee Positions/Salary Range Schedule  
For the Fiscal Year 2014**

<b>Position</b>	<b>Salary Range Annual</b>	
City Manager	\$ 143,472	- \$ 171,312
Community Development Director	\$ 113,645	- \$ 135,697
Finance Director	\$ 113,645	- \$ 135,697
Parks & Recreation Director	\$ 113,645	- \$ 135,697
Public Works Director	\$ 113,645	- \$ 135,697
Chief Building Official	\$ 98,197	- \$ 117,252
Deputy Finance Director	\$ 92,639	- \$ 110,616
City Engineer	\$ 92,639	- \$ 110,616
Development Review Engineer	\$ 82,449	- \$ 98,448
Senior Information Systems Administrator	\$ 80,115	- \$ 95,661
City Clerk/Executive Assistant	\$ 77,781	- \$ 92,874
Personnel Manager	\$ 75,581	- \$ 90,247
Principal Planner	\$ 75,581	- \$ 90,247
Senior Accountant	\$ 73,379	- \$ 87,617
Maintenance Supervisor	\$ 73,379	- \$ 87,617
Communications & Marketing Manager	\$ 73,379	- \$ 87,617
Plans Examiner/Building Inspector	\$ 73,379	- \$ 87,617
Recreation Manager	\$ 73,379	- \$ 87,617
Senior Planner	\$ 71,302	- \$ 85,138
Aquatic Supervisor	\$ 69,225	- \$ 82,658
Surface Water Management Program Coordinator	\$ 67,226	- \$ 80,272
Permit Center Coordinator	\$ 65,307	- \$ 77,980
Construction Inspector	\$ 65,307	- \$ 77,980
Parks Planner	\$ 65,307	- \$ 77,980

**City of Covington**  
**Employee Positions/Salary Range Schedule**  
**For the Fiscal Year 2014**

<b>Position</b>	<b>Salary Range</b>		<b>Annual</b>
Associate Planner/Code Enforcement Officer	\$ 63,458	-	\$ 75,773
Programs Supervisor/Public Works	\$ 63,458	-	\$ 75,773
Accountant I	\$ 61,610	-	\$ 73,566
Engineering Technician/GIS Coordinator	\$ 61,610	-	\$ 73,566
Personnel & Human Services Analyst	\$ 59,866	-	\$ 71,483
Senior Deputy City Clerk	\$ 59,866	-	\$ 71,483
Maintenance Worker	\$ 58,124	-	\$ 69,403
Accounting Clerk	\$ 51,729	-	\$ 61,767
Aquatics Specialist	\$ 51,729	-	\$ 61,767
Athletics Specialist	\$ 51,729	-	\$ 61,767
Executive Department Assistant/Receptionist	\$ 47,420	-	\$ 56,622
Customer Service Specialist	\$ 44,735	-	\$ 53,415
Office Technician II/Executive Office	\$ 44,735	-	\$ 53,415
Management Assistant	\$ 39,814	-	\$ 47,539
Water Safety Instructor II	\$ 34,628	-	\$ 41,347
Specialty Instructor	\$ 32,667	-	\$ 39,006
Water Safety Instructor	\$ 32,667	-	\$ 39,006
Recreation Assistant	\$ 32,667	-	\$ 39,006
Engineering/GIS Intern	\$ 28,910	-	\$ 34,519
Finance Assistant	\$ 28,910	-	\$ 34,519
Aquatics Lead	\$ 27,531	-	\$ 32,875
Lifeguard II	\$ 27,531	-	\$ 32,875
Maintenance Worker (Seasonal)	\$ 27,250	-	\$ 32,538
Lifeguard	\$ 25,973	-	\$ 31,013

**City of Covington**  
**Employee Positions/Salary Range Schedule**  
**For the Fiscal Year 2014**

<b>Position</b>	<b>Salary Range Annual</b>
Referee	\$ 20,904 - \$ 24,960
Recreation Aide	\$12/hr flat rate
Office Assistant	\$12/hr flat rate

## Consent Agenda Item C-8

Covington City Council Meeting

Date: December 9, 2014

SUBJECT: AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH BRIDGEVIEW CONSULTING, LLC TO UPDATE THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Professional Services Agreement with Bridgeview Consulting, LLC

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works

EXPLANATION:

In January 2011 the City Council adopted the third edition of the Comprehensive Emergency Management Plan (CEMP). The State of Washington Emergency Management Division mandates that the plan be updated every four years. The last two updates have been completed by Public Works Department staff with input from Emergency Management Committee members and outside agencies. The last edition was completed without several sections due to the lack of staff expertise in the subject matter.

The following sections need to be included in the next update:

- Annex A – Terrorism
- Annex B – Catastrophic Event

The state also included some reviewer comments to assist us with the next update in order to strengthen our plan.

- ESF 6 – Mass Care, Housing and Human Services: Strongly recommend incorporation of comprehensive Special Needs support considerations.
- ESF 11 – Agriculture and Natural Resources: Strongly recommend development of a city-specific comprehensive Pet Shelter/Evacuation Plan and organization and operation of Community Points-Of-Distribution sites.

The CEMP update is due to be adopted in January 2015. In order to receive FEMA reimbursement and grant opportunities in the future the CEMP must be updated and maintained.

In the summer of 2014 we began the process of applying for a federal grant to hire a consultant to update our plan. During this process we discovered that one of the eligibility requirements of receiving the grant was to have at least a half-time emergency manager whose job duties are specifically dedicated to performing emergency management functions. We would only be eligible for \$10,562 in grant funds. We discussed this requirement with the City Manager and determined that this was not feasible in the foreseeable future. Therefore, we were not able to secure the grant in 2014.

In October, the Public Works Department sent out a request for proposal to qualified consultants to evaluate the City of Covington's CEMP. Fourteen consulting firms requested the specifications after viewing our advertisement. We received a total of three proposals by the deadline. Three staff members and one volunteer reviewed all three proposals and all four of the reviewers chose Bridgeview Consulting, LLC as their top choice as the most qualified consultant to complete the CEMP update process.

ALTERNATIVES:

Not to enter into a Professional Services Agreement with Bridgeview Consulting, LLC.

FISCAL IMPACT:

General Fund (Central Services – Emergency Management) – Professional Services line item for an amount not to exceed \$44,000.

The City Council approved a decision card in the 2014 budget for \$50,000 with the possibility of receiving a grant to offset the cost. Since we were not eligible for the grant we got a late start on the request for proposal process. Due to the late start in 2014, we submitted a Decision Card during the 2015 budget process for Council to consider carrying over \$40,000 in the 2015 budget to finish the plan update.

CITY COUNCIL ACTION:    \_\_\_ Ordinance    \_\_\_ Resolution     X  Motion    \_\_\_ Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize the Interim City Manager to execute an Agreement for Services with Bridgeview Consulting, LLC to update the Comprehensive Emergency Management Plan.**

REVIEWED BY: Interim City Manager, City Attorney, Deputy Finance Director

CITY OF COVINGTON  
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is entered into this 9<sup>th</sup> day of December, 2014, by and between the City of Covington (“City”), a Washington municipal corporation, and Bridgeview Consulting, LLC (“Consultant”), a limited liability company.

RECITALS:

- A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to update the City of Covington Comprehensive Emergency Management Plan (CEMP) 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.

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, 2015 (“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 \$44,000.

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, volunteers, 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, volunteers, 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, employees or volunteers. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, employees or volunteers, 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 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.

9.2 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:

Beverly O'Dea  
Bridgeview Consulting, LLC  
915 North Laurel Lane  
Tacoma, WA 98406

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 271<sup>st</sup> 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.

[Signatures included on next page. This space left intentionally blank.]

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

CITY OF COVINGTON

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By: Rob Hendrickson  
Its: Interim City Manager

Attest:

Approved as to form:

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Sharon Scott, City Clerk

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Sara Springer, City Attorney

BRIDGEVIEW CONSULTING, LLC

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By: Beverly O'Dea  
Its: Principal

***Bridgeview Consulting***  
***Proposed Scope of Work, Timeline and Deliverables***

The following represents the identified project Scope of Work as identified in the proposal submitted by Bridgeview Consulting, LLC to the City of Covington for completion of their Comprehensive Emergency Management Plan.

***Project Understanding:***

The City's RFP identifies the following primary deliverables for this project:

- 1) An evaluation of the current CEMP (compliance and format) and development of a gap-analysis report based on those findings and our recommendations for improvement;
- 2) Revision of the CEMP as needed to meet the needs of the City and assure State compliance, including EMD's previous recommendations as follows:
  - a. Integration and/or development of Annex A – Terrorism
  - b. Integration and/or development of Annex B – Catastrophic Event
  - c. Incorporation of Special Needs Support within ESF 6
  - d. Integration and/or development of a Pet Shelter/Evacuation Plan
  - e. Review and integration as appropriate of Community Points-of-Distribution (C-POD);
- 3) A plan that addresses preparedness, response and recovery elements;
- 4) Draft and final document delivery (Word format).

***Comprehensive Emergency Management Plan Scope of Work:***

For purposes of developing this Scope of Work, the CEMP development process has been broken down into a *phased approach* identified below. Some deliverables identified within the City's RFP have been integrated into the CEMP processes as appropriate. Specific details of the CEMP phases of development may be modified during contract negotiation and initial meetings, depending on the City's intent, but the general concepts are identified herein.

***Phase 1: Team Development, Kick-Off Meeting and Data-Capture Workshops***

Once the contract is awarded, Consultant will meet with the City's project manager to discuss the process, identify points of contact and the interface between stakeholders, and to identify any impediments which may impact the project. As is necessary for effective planning processes, stakeholder involvement will be a catalyst to guarantee not only successful completion of the project, but more importantly, for implementation of the Plan. Through meetings and interviews, Consultant will gather the data needed to begin the planning process, including review of Washington State's previous findings which detail recommended changes for the existing CEMP. Where gaps exist, the stakeholder groups will be required to make decisions about how response activities will occur. Consultant will facilitate this process. Meetings will occur in various formats (in-person, workshop setting, webinar, telephone conference, or one-on-one interviews). The initial meeting can usually occur within two weeks to one month of receipt of the Notice to Proceed depending on availability of City personnel, and on how quickly the City will be able to provide the existing documents to the Consultant to allow for timely review prior to the first meeting. It is anticipated that three to four meetings will be necessary to facilitate this process.

### **Phase 2: Gap Analysis, Plan Review, and Hazard Identification**

The City has requested a gap-analysis to identify procedural mechanisms in place, and any gaps in those capabilities necessary to complete the functions within the CEMP. After review of City's existing CEMP, as well as other plan data, and the initial meeting, Consultant will begin compiling available relevant information from other existing planning documents, including the State and King County CEMPs as it develops its gap analysis, identifying missing plan components that will be addressed during the CEMP development. The newly adopted 2014 City of Covington Hazard Mitigation Plan, and the 2014 King County Hazard Mitigation Plan (which covers the Covington Water District) will be reviewed and serve as the base for identifying hazards.

This process will include identifying existing capabilities and procedures currently in place, in addition to identifying potential deficiencies. During this stage of development, a generalized assessment of existing staff capabilities will occur to identify and enhance operational capabilities, as well as potentially identifying training gaps. As gaps or deficiencies are identified, potential remedies will be suggested and discussed to assist the City finding resolutions. These recommendations will include outside agencies which may provide services where none exist within the City. It is during this juncture that having a local, experienced emergency management company becomes vital, as we are already familiar with many of the on-going planning efforts occurring within the city, county, region and state as a whole, which will not only support the City during an event, but address any potential gaps within the CEMP document.

Added Benefit: An added benefit of retaining a consulting firm that is truly a local emergency management firm that has worked in the industry is the knowledge and ability to integrate various components from one planning effort into other areas of planning which may be simultaneously occurring, or occurring in the near future. Given the limited resources available to most of our clients, we at Bridgeview Consulting feel it is important to discuss such options with our clients. By pre-identifying other planning efforts which our clients may be in the process of developing, or considering in the near future, we can many times increase the economy of scale and support other efforts through simultaneous processes. This not only reduces the need for redundant meetings capturing the same type of information, but also reduces the impact on already busy schedules, further reducing the cost of developing such plans. Identifying such opportunities is one of the reasons why our clients have asked us back time and again – because we are truly an extension of staff by working in the best interests of our clients by *bridging the gap in emergency management needs*. As we complete the gap-analysis portion of this project for the City, we will identify such opportunities.

### **Phase 3: Assemble the Plan**

Under this task, the draft plan and all associated annex documents will be authored and assembled by Consultant. The traditional CEMP format as prescribed by *Comprehensive Planning Guide 101 Version 2.0* and Washington State Office of Emergency Management guidelines will be used as the format for this CEMP update. When the CPG and State formats are followed, plan users can easily find information in the plan as the same type of information is in the same location for each annex. The traditional format is flexible enough to accommodate all strategies. Following this methodology, at any point in time once the updated document has been completed, the planning team will be able to add additional annexes to

include a new function or a newly identified hazard. Once complete, the document will provide for a comprehensive, integrated approach for responding to and managing major incident, and will be compliant with *the National Incident Management System (NIMS)*, allowing for incorporation of the *Emergency Support Function* format, aligning the *Agency/Department Focused* format as appropriate.

### **Plan Layout**

#### ***Profile:***

The base plan will include general City data, such as demographic, population and geographic information to develop a City profile. The base plan will also reference and incorporate, as appropriate, the required annex documents referenced. Utilizing existing data and processes in place, as well as communications with City personnel and outside agencies as appropriate (e.g., King County), Consultant will identify elements such as the roles of various city departments and outside agencies that assist with emergency management, and identify a command and control structure in place for the City. Utilizing the existing information from the previous CEMP document as a starting point, we will enhance the data into a new format, incorporating all necessary elements. This plan will also include the functional responsibilities that focus on missions (e.g., communications, damage assessment, etc.) This information will describe the actions, roles and responsibilities of participating organizations, or identify gaps where none exist. Where the City has no responsibilities in place, but rather relies on county or other support, those deficiencies will be addressed in a manner to meet the required needs of the CEMP guidance. The plan will also include an ESF Matrix, with a correlation to the appropriate department (or outside supporting entity) which fulfills that function for the City.

#### ***Identified Plan Components for Inclusion:***

As prescribed by *Comprehensive Planning Guide 101 Version 2.0*, the CEMP will contain:

- Introductory material (promulgation, approval, record of change/distribution)
- Purpose, Scope, Situational Overview and Planning Assumptions
- Strategies to address the Phases of Emergency Management
- Identification of Hazards of Concern
- Concept of Operations
- Organization and Assignment of Responsibilities
- Direction, Control and Coordination
- Information Collection, Analysis and Dissemination
- Communications
- Administration, Finance and Logistics
- Plan Development
- Plan Maintenance (including training)
- Authorities and References

Assimilation of data will include describing the framework through which the City's departments and identified coordinating, assisting and cooperating agencies will coordinate and execute emergency management strategies. This information will include:

- ✓ Continuity of Government/Operations
- ✓ Alert and Warning
- ✓ Population Protection
- ✓ Financial Management
- ✓ Mutual Aid/Multi-Jurisdiction/Agency Coordination
- ✓ Private Sector Coordination
- ✓ Worker Safety and Health
- ✓ Prevention and Protection
- ✓ Damage Assessment

**The CEMP will:**

- Provide *guidance for a systematic and unified effort* to coordinate response and recovery operations, incorporating both ESF and Agency/Department format as relevant to the City;
- Function for *all-hazards* covering the geographic area;
- *Enable both horizontal and vertical integration* capabilities to ensure coordinated response at the level and scale appropriate for the size and scale of the incident, while also incorporating the capabilities of the various jurisdictions which may be involved.

**Phase 4 Quality Assurance**

Quality control is a technical process used by all team members to provide deliverables and services that meet customer requirements and professional standards. Quality control elements include independent reviews and checks to verify that deliverables and services have met regulatory requirements (state and federal), as well as professional standards. This approach focuses on structured problem solving by identifying and attacking root causes of problems. Each consultant team member serves as a QA reviewer for each other, with overall QA compliance being completed through use of an established planning checklist, as well as review by a technical editor.

**Phase 5 Project Management**

Project Management will be dedicated to the overall management, billing and invoicing through completion of the project.

**Timeline**

For purposes of developing a proposal timeline, the initiation of the project is assumed to occur by December 1, 2014. Consultant understands that the City's current plan is scheduled to expire shortly after initiation of this update process (January 2015). Therefore, time is of the essence in completing the project to reduce the liability on the part of the City. The below is a sample timeline, and can be adjusted to meet the schedules and deadlines of the City. [Note: A project of this nature can be completed in a somewhat expedited timeframe as quickly as three to four months if dedicated resources from the City are available. An average timeframe for a plan development of this nature would range from six to nine (6-9) months. For purposes of this proposal, the average timeframe of six-to-nine (6-9) months will be utilized, but can be adjusted as desired by the City.]

The anticipated deliverable due date is July 1, 2015:

- ✓ Phase 1 of the project will begin immediately on receipt of Notice to Proceed, the process lasting approximately two to four weeks.
- ✓ Phase 2 is comprised of several components with varying delivery dates. The initial gap analysis will be completed within four to six weeks, although items will be identified throughout this planning process which will continue to be addressed. Phase 1 and 2 occur simultaneously to a certain extent.
- ✓ Phase 3 will begin at the onset of the project initiation with template design, and will last until its final delivery as new / updated data is added from the review period. Phase 3 will include one Draft CEMP, delivered by June 1, 2015, with a two week review period by the City lasting until June 15, 2015. Draft comments/recommendations will be reviewed and accepted by the City's Project Manager prior to incorporation into the plan within five (5) business days (by approximately June 22<sup>nd</sup>). Once the draft changes/recommendations are accepted by the City's Project Manager, the remaining time for project completion will be dedicated to finalizing the plan, with delivery of the final CEMP to the City on or about July 1, 2015. (Delay during draft review or acceptance of comments/recommendations may require slight adjustments to this final delivery date.)
- ✓ Phase 4 will be completed for the final draft prior to delivery of the project.

***Deliverables:***

The CEMP will be written in Microsoft Word format to allow for the maintenance and upkeep of the documents once completed, and delivered to the City of Covington in an electronic format. Bridgeview Consulting will ensure that the draft CEMP includes the essential elements of an integrated comprehensive emergency management program. The concept of operations will apply to all hazards that may impact the City and be flexible and scalable in its application, following the Incident Command Structure (ICS).

Consultant will provide an electronic copy of the final CEMP for distribution as determined by the City's Project Manager on or about July 1, 2015. The City will electronically transmit the final draft to Washington EMD for review. Any required changes from that review will be completed by the Consultant and resubmitted to the City. *Recommendations* made by the state during this review will be discussed at that point, as recommendations will not preclude the Plan from passing, but may delay delivery depending on elements addressed by the State in those recommendations. It should be noted that Washington EMD attempts to complete reviews within 30-45 days, but that timeframe is not within the control of the Consultant.

## **Agenda Item 1**

Covington City Council Meeting

Date: December 9, 2014

**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 2014-2020 AND 2015 KENT SCHOOL DISTRICT IMPACT FEE SCHEDULE.

CONSIDER PROPOSED ORDINANCE ADOPTING THE KENT SCHOOL DISTRICT SIX-YEAR CAPITAL FACILITIES PLAN FOR 2014-2020 AND 2015 KENT SCHOOL DISTRICT IMPACT FEE SCHEDULE 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. 16-14 Adopting the Kent School District Six-Year Capital Facilities Plan for 2014-2020 and the 2015 Kent School District Impact Fee Schedule and Amending the Capital Facilities Element of the Covington Comprehensive Plan to Include the Same.
  - Exhibit A: Kent School District Six-Year Capital Facilities Plan for 2014-2020
  - Exhibit B: 2015 Kent School District Impact Fee Schedule
2. City/District Interlocal Agreement adopted December 15, 1999

**PREPARED BY:** Richard Hart, Community Development Director

**EXPLANATION:**

RCW 82.02 authorizes cities to voluntarily collect impact fees on behalf of school districts to provide public school facilities to serve new development, provided a school district has an adopted capital facilities plan as part of a local government comprehensive plan. CMC 18.120 grants authority to the city to determine, assess and collect school impact fees based upon a school district's capital facilities plan. 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.

Since 1999, the City of Covington has collected school impact fees on behalf of the District. During that time, no modifications or challenges to the requested fee amounts have been made and the city has remitted over \$5 million in school impact fees to the District – approximately 90% coming from single family homes and the remainder from one multi-family project. Over the next 12-24 months there are three projects, a multi-family development and two single family subdivisions, slated to be under construction that will bring the District \$1-2 million in impact fees at the current impact fee level.

The District has adopted an update to their CFP for 2014 – 2020. 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. Accordingly, to continue to meet these projected enrollments and facility needs, the school impact fees are proposed to remain the same in 2015 as they were in 2011, 2012, 2013 and 2014. Those fees are \$5,486 for single-family dwellings and \$3,378 for multi-family dwellings. (See page 31 of the CFP in Exhibit A to Attachment 1, the table of proposed school impact fees and generation factors for new SF and MF residential development in the city beginning in 2015, showing “no change to impact fee”).

Pursuant to CMC 18.120.020(2)-(3), the city must adopt by reference the District’s updated CFP for 2014-2020 as part of the city’s Capital Facilities Element of our Comprehensive Plan to establish the fee program from which the 2015 Kent School District Impact Fee Schedule is adopted. Attachment 1 is the proposed ordinance to adopt both, including Exhibit A: Kent School District Six-Year Capital Facilities Plan for 2014-2020 and Exhibit B: 2015 Kent School District Impact Fee Schedule. The city will continue to collect an administrative fee from developers for managing the school impact fee process. The city’s administrative fee will be set in the annual City Fee Resolution for 2015 to be considered and adopted before the end of this year.

- OPTIONS:
- 1) Adopt the school impact fees as presented and requested by the District.
  - 2) Request that staff bring back recommendations for modifying the school impact fee amounts to better reflect the current development environment.
  - 3) Terminate the Interlocal Agreement with the District per Section VII A and no longer collect school impact fees on behalf of the District.

STAFF RECOMMENDATION: Staff recommends that council adopt the impact fees as presented. The city has a long history of collaborating with the District. The city recognizes the need for construction funding and is willing to help the District through the voluntary collection of impact fees. Adoption of this ordinance further enhances the city’s role in partnering with local agencies for the betterment of the regional community.

FISCAL IMPACT: No impact, due to the lack of increase in the school impact fee or the city administrative fees for 2015.

CITY COUNCIL ACTION:  Ordinance  Resolution  Motion  Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to pass Ordinance No. 16-14 adopting the updated Kent School District Six-Year Capital Facilities Plan for 2014-2020 and the 2015 Kent School District Impact Fee Schedule and amending the Capital Facilities Element of the City’s Comprehensive Plan to include the same.**

REVIEWED BY: Interim City Manager  
City Attorney  
Deputy 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 2014-2020 AND THE 2015 KENT SCHOOL DISTRICT IMPACT FEE SCHEDULE; AMENDING THE CAPITAL FACILITIES ELEMENT OF THE COVINGTON COMPREHENSIVE PLAN TO INCLUDE THE SAME; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

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

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

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

WHEREAS, the District has recently adopted an updated Six-Year Capital Facilities Plan for 2014-2020 (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, the City and District have an Interlocal Agreement dated December 15, 1999, whereby the City will collect impact fees for the District; 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 November 25, 2014, to receive testimony regarding the proposed amendment to the Capital Facilities Element of the City's Comprehensive Plan, the proposed Impact Fee Schedule, and the proposed City 2015 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 2014-2020, as set for 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 2014-2020, replacing the District's previously adopted capital facilities plan.

Section 3. 2015 Fee Schedule. The City hereby adopts the fee schedule setting forth the calculation and amounts of 2015 Kent School District impact fees to be collected pursuant to Section 18.120 CMC, as set forth in Exhibit B attached and incorporated by this reference.

Section 4. 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 5. 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 6. 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 9<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
Mayor Margaret Harto

ATTESTED:

PUBLISHED: 12-12-14  
EFFECTIVE: 12-17-14

\_\_\_\_\_  
Sharon Scott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sara Springer, City Attorney

# Kent School District

## Capital Facilities Plan

2014 – 2015 - 2019 – 2020



*April 2014*

# Kent School District

## Capital Facilities Plan

2014-2015 - 2019-2020



*April 2014*

# Kent School District

## SIX - YEAR CAPITAL FACILITIES PLAN

2014-2015 ~ 2019 - 2020

April 2014

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



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Fred Long, Director of Facilities Services  
Gwenn Escher-Derdowski, Planning Administrator

# Kent School District

## *Six-Year Capital Facilities Plan*

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## **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 2014 for the 2013-2014 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 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 to alleviate overcrowding at those schools. This building will re-open 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 V I I I which demonstrates the District's ability to implement this Plan. Pursuant to the requirements of the Growth Management Act, this Plan will be updated annually with changes in the 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)* 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)* 8.67% of 25,057 King County live births in 2009 is projected for 2,172 students expected in Kindergarten for October 1, 2014. This is an decrease of 165 live births in King County over the previous year. *(See Table 2)*

Full Day Kindergarten ("FDK") programs at all 28 elementary schools require an adjustment to the Kindergarten forecast for projecting FDK at 1.0 FTE for capital facilities planning. P-223 Reports will continue to include FDK students at 1.0 for twelve schools with FDK funded by state apportionment, and all other kindergarten students will be reported at .50 FTE for state funding in 2013-2014.

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 7 - 8% larger than the kindergarten population due to growth and transfers to the District from private kindergartens. Cohort survival method uses historical enrollment data to forecast the number of students projected for the following year. Projections for October 1, 2014-2019 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)*

**II Six - Year Enrollment Projection** (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 five years.

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

Single Family	Elementary	.484	
	Middle School	.129	
	Senior High	<u>.249</u>	
	Total		.862
Multi-Family	Elementary	.324	
	Middle School	.066	
	Senior High	<u>.118</u>	
	Total		.508

The student generation factor is based on a survey of 2,163 single family dwelling units and 1,478 multi-family dwelling units with no adjustment for occupancy rates. Please refer to Appendix E on Page 36 of the Capital Facilities Plan for details of the Student Generation Factor survey.

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

**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	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
King County Live Births <sup>1</sup>	22,007	22,487	21,778	21,863	22,431	22,874	22,680	24,244	24,899	25,222
Increase / Decrease	-205	480	-709	85	568	443	-194	1,564	655	323
Kindergarten / Birth % <sup>1</sup>	8.34%	8.41%	8.23%	8.30%	8.47%	8.33%	8.13%	8.18%	8.57%	8.40%
Kindergarten	1836	1892	1793	1815	1901	1905	1845	1983	2134	2119
Grade 1	1,958	1939	2009	1876	1923	1961	1996	1888	2017	2186
Grade 2	1,937	1985	2001	2051	1918	1966	1942	2016	1905	2055
Grade 3	2,023	1967	2031	2036	2087	1977	2002	1983	2082	1922
Grade 4	2,059	2031	2017	2052	2066	2052	1956	2024	2000	2087
Grade 5	2,109	2097	2057	2023	2050	2091	2086	1974	2044	2008
Grade 6	2,145	2173	2108	2105	2082	2075	2135	2135	2026	2079
Grade 7 <sup>Middle School</sup>	2,247	2206	2208	2136	2122	2117	2095	2105	2139	2046
Grade 8 "	2,225	2297	2257	2185	2148	2173	2153	2111	2138	2121
Grade 9 - Senior High	2,709	2774	2782	2564	2579	2472	2440	2471	2455	2483
Grade 10	2,131	2179	2216	2481	2248	2217	2238	2272	2092	2046
Grade 11	1,974	1870	1962	1962	2059	2046	2048	1995	1933	1873
Grade 12	1,538	1560	1555	1576	1648	1712	1694	1658	1646	1538
Total Enrollment <sup>2</sup>	26,891	26,970	26,996	26,862	26,831	26,764	26,630	26,615	26,611	26,563

Yearly Headcount Increase / Decrease	442	79	26	-134	-31	-67	-134	-15	-4	-48
Cumulative Increase	442	521	547	413	382	315	181	166	162	114

<sup>1</sup> 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.

<sup>2</sup> 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.

**Table 1**

**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
	A C T U A L	P R O J	O J E C T	E C T	T I O N		
October	2013	2014	2015	2016	2017	2018	2019
King County Live Births <sup>1</sup>	25,222	25,057	24,514	24,630	25,032	25,890	26,490 <sup>1</sup>
Increase / Decrease	323	-165	-543	116	402	858	600
Kindergarten / Birth % <sup>2</sup>	8.40%	8.67%	9.08%	9.26%	9.33%	9.23%	9.23%
FD Kindergarten @ 1.0	2119	2,172	2,227	2,281	2,336	2,390	2,445
Grade 1	2186	2,179	2,234	2,291	2,346	2,403	2,459
Grade 2	2055	2,208	2,201	2,256	2,314	2,369	2,427
Grade 3	1922	2,101	2,257	2,250	2,306	2,366	2,422
Grade 4	2087	1,920	2,098	2,254	2,247	2,303	2,363
Grade 5	2008	2,108	1,940	2,120	2,277	2,270	2,327
Grade 6	2079	2,048	2,150	1,979	2,162	2,323	2,315
Grade 7	2046	2,088	2,057	2,160	1,988	2,172	2,333
Grade 8	2121	2,069	2,111	2,080	2,184	2,010	2,196
Grade 9	2483	2,438	2,378	2,426	2,391	2,510	2,310
Grade 10	2046	2,175	2,134	2,081	2,123	2,093	2,197
Grade 11	1873	1,830	1,945	1,908	1,861	1,898	1,872
Grade 12	1538	1,532	1,497	1,591	1,561	1,522	1,553
Total Enrollment Projection <sup>3</sup>	26,563	26,868	27,229	27,677	28,096	28,629	29,219
Yearly Increase/Decrease <sup>3</sup>		305	361	448	419	533	590
Yearly Increase/Decrease %		1.15%	1.34%	1.65%	1.51%	1.90%	2.06%

Total Enrollment Projection	26,563	26,868	27,229	27,677	28,096	28,629	29,219
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<sup>1</sup> Kindergarten enrollment projection for 2014 is based on Kent SD percentage of live births in King County five years previous.

<sup>2</sup> 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)

<sup>3</sup> Headcount Projections for 2014 - 2018 from OSPI Report 1049 - Determination of Projected Enrollments

<sup>4</sup> Oct. 2013 P223 Headcount is 26,563 & FTE 25,745. Full Headcount with ECE Preschool & Running Start students = 27,945.

<b>G R O W T H P R O J E C T I O N S - Adjustments for current economic factors</b>
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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 grade 1, for schools that qualify for high poverty funding (18 elementary schools for 2014-15) 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

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 or fewer students.  
Class size for grades 9 – 12 is planned for an average of 30 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 27,475 students and transitional (portable) capacity to house 1,143. 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 12*). The ratio between permanent capacity and portable capacity is 96%-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 2013.

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 will be 20 students for every teacher. This is a reduction of 3 students per class from the district's current standard of service. The overall effect for those schools is to reduce capacity districtwide by 342 students (see *Table 3A on Page 12A*).

Calculation of Elementary, Middle School and Senior High School capacities are set forth in Appendices A, B and C. The calculation for Elementary School capacity for 2014-15 is shown in Appendix A-1. A map of existing schools is included on Page 13.

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 Community 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 400 students.

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

					2013-14
SCHOOL	Year Opened	ABR	ADDRESS		Program Capacity
Carriage Crest Elementary	1990	CC	18235 - 140th Avenue SE, Renton 98058		452
Cedar Valley Elementary	1971	CV	26500 Timberlane Way SE, Covington 98042		380
Covington Elementary	1961	CO	17070 SE Wax Road, Covington 98042		504
Crestwood Elementary	1980	CW	25225 - 180th Avenue SE, Covington 98042		432
East Hill Elementary	1953	EH	9825 S 240th Street, Kent 98031		490
Emerald Park	1999	EP	11800 SE 216th Street, Kent 98031		504
Fairwood Elementary	1969	FW	16600 - 148th Avenue SE, Renton 98058		408
George T. Daniel Elementary	1992	DE	11310 SE 248th Street, Kent 98030		456
Glenridge Elementary	1996	GR	19405 - 120th Avenue SE, Renton 98058		456
Grass Lake Elementary	1971	GL	28700 - 191st Place SE, Kent 98042		452
Horizon Elementary	1990	HE	27641 - 144th Avenue SE, Kent 98042		504
Jenkins Creek Elementary	1987	JC	26915 - 186th Avenue SE, Covington 98042		404
Kent Elementary	1999	KE	24700 - 64th Avenue South, Kent 98032		480
Lake Youngs Elementary	1965	LY	19660 - 142nd Avenue SE, Kent 98042		510
Martin Sortun Elementary	1987	MS	12711 SE 248th Street, Kent 98030		480
Meadow Ridge Elementary	1994	MR	27710 - 108th Avenue SE, Kent 98030		476
Meridian Elementary	1939	ME	25621 - 140th Avenue SE, Kent 98042		524
Millennium Elementary	2000	ML	11919 SE 270th Street, Kent 98030		504
Neely-O'Brien Elementary	1990	NO	6300 South 236th Street, Kent 98032		480
Panther Lake Elementary	2009	PL	20831 - 108th Avenue SE, Kent 98031		524
Park Orchard Elementary	1963	PO	11010 SE 232nd Street, Kent 98031		486
Pine Tree Elementary	1967	PT	27825 - 118th Avenue SE, Kent 98030		514
Ridgewood Elementary	1987	RW	18030 - 162nd Place SE, Renton 98058		504
Sawyer Woods Elementary	1994	SW	31135 - 228th Ave SE, Black Diamond 98010		504
Scenic Hill Elementary	1960	SH	26025 Woodland Way South, Kent 98030		476
Soos Creek Elementary	1971	SC	12651 SE 218th Place, Kent 98031		380
Springbrook Elementary	1969	SB	20035 - 100th Avenue SE, Kent 98031		418
Sunrise Elementary	1992	SR	22300 - 132nd Avenue SE, Kent 98042		504
Elementary TOTAL					<b>13,206</b>
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					<b>5,148</b>
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					<b>8,297</b>
Kent Mountain View Academy	1997	MV/LC	22420 Military Road, Des Moines 98198		410
Kent Phoenix Academy	2007	PH	11000 SE 264th Street, Kent 98030		414
<b>DISTRICT TOTAL</b>					<b>27,475</b>

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

				2014-2015	
SCHOOL	Year Opened	ABR	ADDRESS	Program Capacity	
Carriage 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	484	
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	
Lake Youngs Elementary	1965	LY	19660 - 142nd Avenue SE, Kent 98042	510	
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				<b>12,864</b>	
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				<b>5,148</b>	
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				<b>8,297</b>	
Kent Mountain View Academy	1997	MV/LC	22420 Military Road, Des Moines 98198	410	
Kent Phoenix Academy	2007	PH	11000 SE 264th Street, Kent 98030	414	
<b>DISTRICT TOTAL</b>				<b>27,133</b>	



## V Six-Year Planning and Construction Plan

At the time of preparation of this Plan in spring of 2014, the following projects to increase capacity are in the planning phase in Kent School District:

- 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 (ECE) classes for both Kent and Neely-O'Brien Elementary to alleviate overcrowding at those schools. This building will re-open in fall 2014 as the Kent Valley Early Learning Center. This district will fund this project without the use of impact fees.
- Planning is in progress for a replacement school for Covington Elementary School in 2016 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 2017 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 15 & Site map on Page 16)*

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

2006 voter approval of \$106M bond issue for capital improvement included the construction funding for 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**

SCHOOL / FACILITY / SITE				LOCATION	Type	Status	Projected Completion Date	Projected Program Capacity	% for new Growth
							Approximate	Approximate	
# on Map	<b>ELEMENTARY</b>								
	Kent Valley Early Learning Center- Addition	317 Fouth Ave. S Avenue S, Kent	Elementary Addition	In Process	2014-15	270	100%		
	14 Classrooms added to provide New Capacity for 270 students.	Kindergarten Students from Neely O'Brien and Kent Elementary-No Impact Fees		Funded					
5	Replacement for Covington Elementary (U)	SE 256th Street & 154th Ave SE	Replacement Elementary	Planning	2016-17	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	2017-18	600	25%		
	Classrooms added to provide New Capacity	Current Capacity 480 + 120 New = 600		Planning					
<b>MIDDLE SCHOOL &amp; SENIOR HIGH</b>									
No new projects required for Secondary Schools at this time & Secondary Schools are excluded from Impact Fee formula.									
<b>TEMPORARY FACILITIES</b>							Additional Capacity		
	Portables <sup>2</sup>	TBD - For placement as needed	New	Planning	2013 +	24 - 31 each	100%		
# on Map	<b><sup>3</sup> OTHER SITES ACQUIRED</b>			Land Use Designation	Type	Land Use Jurisdiction			
4	Covington area North (Near Mattson MS)	SE 251 & 164 SE, Covington 98042	Urban	Elementary	City of Covington				
7	Covington area South (Scarsella)	SE 290 & 156 SE, Kent 98042	Rural	Elementary	King County				
5	Covington area West (Halleson-Wikstrom)	SE 256 & 154 SE, Covington 98042	Urban	Elementary	City 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 <sup>2</sup>	King County				
12	South Central site (Plemmons-Yeh-Wrns)	SE 286th St & 124th Ave SE, Auburn 98092	Urban	TBD <sup>2</sup>	King County				
<b>Notes:</b>									
<sup>1</sup> Unfunded facility needs will be reviewed in the future.									
<sup>2</sup> TBD - To be determined - Some sites are identified but placement, timing and/or configuration of portables has not been determined.									
<sup>3</sup> Numbers correspond to sites on Site Bank Map on Page 16. Other Map site locations are parcels identified in Table 7 on Page 26.									



## 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 12, the program capacity is also reflected in the capacity and enrollment comparison charts. *(See Tables 5 & 5 A-B-C on pages 19 - 22)*

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 2013 was 26,563 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 2013 totals 27,942 which includes ECE and college-only Running Start students.

In October there were 760 students in 11<sup>th</sup> and 12<sup>th</sup> grade participating in the Running Start program at 10-21 different colleges and receiving credits toward both high school and college graduation. 392 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 19 - 22)*

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	2013-14	2014-15 <sup>8</sup>	2015-16	2016-17	2017-18	2018-19	2019-20		
	Actual	P	R	O	J	E	C	T	E
Permanent Program Capacity <sup>1</sup>	27,475	27,133	27,403	27,403	27,499	27,619	27,619		
Changes to Permanent Capacity <sup>1</sup>									
Kent Valley Early Learning Center <sup>-2</sup> Capacity Increase (F)		270							
Replacement school with projected increase in capacity:									
Covington Elementary Replacement (U) <sup>3</sup>					600				
To Replace current Covington Elementary capacity					-504				
Neely-O'Brien Elementary Addition - Capacity Increase (U) <sup>4</sup>						120			
Permanent Program Capacity Subtotal	27,475	27,403	27,403	27,499	27,619	27,619	27,619		
Interim Portable Capacity <sup>5</sup>									
Elementary Portable Capacity Required	936	1,200	1,584	1,800	2,232	2,670	3,000		
Middle School Portable Capacity Required <sup>7</sup>	0	0	0	0	0	0	0		
Senior High School Portable Capacity Required <sup>7</sup>	0	0	0	0	0	0	0		
	936	1,200	1,584	1,800	2,232	2,670	3,000		
<b>TOTAL CAPACITY<sup>1</sup></b>	<b>28,411</b>	<b>28,603</b>	<b>28,987</b>	<b>29,299</b>	<b>29,851</b>	<b>30,289</b>	<b>30,619</b>		
<b>TOTAL ENROLLMENT/ PROJECTION<sup>6</sup></b>	<b>26,566</b>	<b>26,868</b>	<b>27,229</b>	<b>27,677</b>	<b>28,096</b>	<b>28,629</b>	<b>29,219</b>		
<b>DISTRICT AVAILABLE CAPACITY<sup>7</sup></b>	<b>1,845</b>	<b>1,735</b>	<b>1,758</b>	<b>1,622</b>	<b>1,755</b>	<b>1,660</b>	<b>1,400</b>		

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

<sup>2</sup> Kent Valley Early Learning Center will open in the former Kent Elementary School. This is designed to house Kindergarten and ECE programs at Neely O'Brien and Kent Elementaries to ease overcrowding

<sup>3</sup> Replacement school for Covington Elementary will increase capacity and will be built on a different existing urban site.

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

<sup>5</sup> 2013-2014 total classroom portable capacity is 936. Some additional relocatables used for program purposes.

<sup>6</sup> 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.

<sup>7</sup> School capacity meets concurrency requirements and no impact fees are proposed for secondary schools.

<sup>8</sup> In 2014-15 capacity will decrease by 342 because of change in standard of service in grades K-1 to 20:1 in 18 high poverty schools

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

**ELEMENTARY - Grades K - 6**

SCHOOL YEAR	2013-14	2014-15 <sup>7</sup>	2015-16	2016-17	2017-18	2018-19	2019-20		
	Actual	P	R	O	J	E	C	T	E
Elementary Permanent Capacity <sup>1</sup>	13,206	13,274	13,544	13,544	13,640	13,760	13,760		
Kent Mountain View Academy <sup>2</sup>	410								
<b>Changes to Elementary Capacity</b>									
Kent Valley Early Learning Center Capacity Increase (F)		270							
Covington Elementary Replacement (U) <sup>4</sup>					600				
Will replace current Covington Elementary capacity					-504				
Neely-O'Brien Elementary Addition Capacity Increase (U) <sup>5</sup>						120			
Subtotal	13,616	13,544	13,544	13,640	13,760	13,760	13,760		
Portable Capacity Required <sup>1</sup>	936	1200	1584	1800	2232	2,670	3,000		
<b>TOTAL CAPACITY<sup>1/2</sup></b>	<b>14,552</b>	<b>14,744</b>	<b>15,128</b>	<b>15,440</b>	<b>15,992</b>	<b>16,430</b>	<b>16,760</b>		
Adjusted for FULL Day Kindergarten Headcount									
<b>ENROLLMENT / PROJECTION<sup>6</sup></b>	<b>14,456</b>	<b>14,736</b>	<b>15,107</b>	<b>15,431</b>	<b>15,988</b>	<b>16,424</b>	<b>16,758</b>		
<b>SURPLUS (DEFICIT) CAPACITY</b>	<b>96</b>	<b>8</b>	<b>21</b>	<b>9</b>	<b>4</b>	<b>6</b>	<b>2</b>		
Number of Portables Required	39	50	66	75	93	111	125		

125 Classroom Portables required in 2019-20. Some additional portables used for program purposes.

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

<sup>2</sup> 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.

<sup>3</sup> Kent Valley Early Learning Center reflects 12 classroom capacity increase for Kindergarten and ECE programs from Neely O'Brien and Kent Elementaries.

<sup>4</sup> Replacement school for Covington Elementary will increase capacity and is planned for a different existing urban site.

<sup>5</sup> Addition to Neely-O'Brien Elementary will increase capacity approximately 25%.

<sup>6</sup> 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.

<sup>7</sup> In 2014-15 capacity will decrease by 342 because of change in standard of service in grades K-1 to 20:1 in 18 high poverty schools.

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

**MIDDLE SCHOOL - Grades 7 - 8**

SCHOOL YEAR	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20		
	Actual	P	R	O	J	E	C	T	E

Middle School Permanent Capacity <sup>1</sup>	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
---	-------	-------	-------	-------	-------	-------	-------	-------

No Changes to Middle School Capacity								
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Subtotal	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
----------	-------	-------	-------	-------	-------	-------	-------	-------

Portable Capacity Required <sup>1</sup>	0	0	0	0	0	0	0	0
---	---	---	---	---	---	---	---	---

TOTAL CAPACITY <sup>1&amp;3</sup>	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
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ENROLLMENT / PROJECTION <sup>2</sup>	4,167	4,157	4,168	4,240	4,172	4,182	4,529
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SURPLUS (DEFICIT) CAPACITY <sup>4</sup>	981	991	980	908	976	966	619
---	-----	-----	-----	-----	-----	-----	-----

Number of Portables Required	0	0	0	0	0	0	0
------------------------------	---	---	---	---	---	---	---

No Classroom Portables required at middle schools at this time. Some Portables used for classroom and program purposes.

- <sup>1</sup> Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.
- <sup>2</sup> Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.
- <sup>3</sup> Surplus capacity due to grade level reconfiguration - All 9th grade students moved to the high schools in Fall 2004.
- <sup>4</sup> 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	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20		
	Actual	P	R	O	J	E	C	T	E

Senior High Permanent Capacity <sup>1</sup>	8,711	8,711	8,711	8,711	8,711	8,711	8,711	8,711
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Includes Kent Phoenix Academy <sup>2</sup>

No Changes to High School Capacity
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Subtotal	8,711	8,711	8,711	8,711	8,711	8,711	8,711	8,711
----------	-------	-------	-------	-------	-------	-------	-------	-------

Portables Capacity Required <sup>1</sup>	0	0	0	0	0	0	0	0
--	---	---	---	---	---	---	---	---

<b>TOTAL CAPACITY <sup>1</sup></b>	<b>8,711</b>							
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ENROLLMENT / PROJECTION <sup>3</sup>	7,940	7,975	7,954	8,006	7,936	8,023	7,932
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SURPLUS (DEFICIT) CAPACITY	771	736	757	705	775	688	779
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Number of Portables Required	0	0	0	0	0	0	0	0
------------------------------	---	---	---	---	---	---	---	---

No Classroom Portables required at this time. Some Portables used for classroom and program purposes.

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

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

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

<sup>4</sup> 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 2014-15 through 2019-20. 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.

The District received authorization from the Office of Superintendent of Public Instruction to temporarily use the previous site of Kent Elementary School at 317 Fourth Ave South in Kent. This facility will be used to house the kindergarten and early child education (ECE) classes for Kent and Neely O'Brien elementary school to alleviate overcrowding at those schools. This building will re-open in fall 2014 as the Kent Valley Early Learning Center. This district will fund this project without the use of impact fees.

Replacement of Covington Elementary School in 2016-17 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 2017-18. 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	*	2014	2015	2016	2017	2018	2019	TOTAL	Estimated			Impact Fees <sup>5</sup> Estimated
		Secured Local & State		Unsecured State <sup>2</sup> or Local <sup>3</sup>								
<b>PERMANENT FACILITIES</b>												
Kent Valley Early Learning Center	F	\$3,100,000						\$3,100,000	\$3,100,000			\$0
Covington Elementary Replacement <sup>1</sup>	U		\$31,840,000					\$31,840,000	\$26,745,000			\$5,095,000
Addition to Neely-O'Brien Elementary <sup>1</sup>	U			\$14,100,000				\$14,100,000	\$10,600,000			\$3,500,000
NO Secondary School Projects at this time.												
<b>TEMPORARY FACILITIES</b>												
Additional portables <sup>3-4</sup>	U	\$1,595,000 11 Portables	\$2,366,400 16 portables	\$1,357,722 9 portables	\$2,772,000 18 portables	\$2,826,000 18 portables	\$2,240,000 14 portables	\$13,157,122				\$13,157,122
OTHER												
N/A												
<b>Totals</b>		\$4,695,000	\$2,366,400	\$1,357,722	\$34,612,000	\$16,926,000	\$2,240,000	\$62,197,122	\$3,100,000	\$37,345,000		\$21,752,122

\* F = Funded U = Unfunded

**NOTES:**

- <sup>1</sup> Based on estimates of actual or future construction costs from Facilities Department. (See Page 26 for Cost Basis Summary)
- <sup>2</sup> The District anticipates receiving some State Funding Construction Assistance (formerly known as "matching funds") for some projects.
- <sup>3</sup> Facility needs are pending review. Some of these projects may be funded with impact fees.
- <sup>4</sup> Cost of portables based on current cost and adjusted for inflation for future years.
- <sup>5</sup> 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 2017)		\$31,840,000
Projected cost of Neely-O'Brien Addition (Projected to open in 2018)		\$14,100,000
Elementary Cost based on Covington Elementary Replacement		<b>\$31,840,000</b>

### 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 27 for a list of site acquisition costs and averages.

### District Adjustment

The impact fee calculations on pages 29 and 30 include a "District Adjustment" to reduce the fees calculated by the impact fee formulas. For the past four years the district has not increased its impact fees and based on current economic conditions, the District has adjusted the impact fees to keep the same rates as those currently in place and made no adjustment for increase in the Consumer Price Index.

**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
<b>Elementary</b>							
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
<b>Middle School</b>							
Urban	Northwood Middle School	1996	17007 SE 184 St, Renton 98058	24.42	\$655,138	\$26,828	
10 / Urban	Mill Creek MS (Kent JH) / McMillan St. assemblage	2002	411-432 McMillan St., Kent 98032	1.23	\$844,866	\$686,883	
12 / Urban	So Central Site - Unincorp KC (Plemmons, Yeh, Wlms)	1999	E of 124 SE btw 286-288 Pl (UKC)	39.36	\$1,936,020	\$49,188	
	Middle School Site Subtotal			65.01	\$3,436,024		\$52,854 Middle Schi Site Avg.
<b>Senior High</b>							
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	Kentlake High School (Kombol Morris)	1997	21401 SE 300 St, Kent 98042	40.00	\$537,534	\$13,438	
6 / Urban	Kentwood Sr Hi Addition (Sandhu)	1998	16807 SE 256th Street	3.83	\$302,117	\$78,882	
	Senior High Site Subtotal			50.14	\$4,149,651		\$82,761 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 &amp; Acquisitions Map on Page 17.</p>							
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 Mattson MS)	1984					
3 / Rural	Site - Ham Lake east (Pollard)	1992					
7 / Rural	Site - South of Covington (Scarsella)	1993					
8 / Rural	Site - SE of Lake Morton area (West property)	1993					
2 / Urban	Site - Shady Lake (Sowers-Blaine-Drahota-Paroline)	1995					
9 / Urban	Old Kent Elementary replaced and currently leased out.						
					Total Acreage & Cost		Total Average Cost / Acre
					134.55	\$13,164,598	\$97,842

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

**Student Generation Factors - Single Family**

Elementary (Grades K - 6)	0.484
Middle School (Grades 7 - 8)	0.129
Senior High (Grades 9 - 12)	0.249
<b>Total</b>	<b><u>0.862</u></b>

**Student Generation Factors - Multi-Family**

Elementary	0.324
Middle School	0.066
Senior High	0.118
<b>Total</b>	<b><u>0.508</u></b>

**Projected Increased Student Capacity**

Elementary	<u>936</u>
Middle School	<u>0</u>
Senior High Addition	<u>0</u>

**OSPI - Square Footage per Student**

Elementary	<u>90</u>
Middle School	<u>117</u>
Senior High	<u>130</u>
Special Education	<u>144</u>

**Required Site Acreage per Facility**

Elementary (required)	<u>11</u>
Middle School (required)	<u>21</u>
Senior High (required)	<u>32</u>

**Average Site Cost / Acre**

Elementary	<u>\$287,573</u>
Middle School	<u>\$0</u>
Senior High	<u>\$0</u>

**New Facility Construction Cost**

Elementary *	<u>\$31,840,000</u>
Middle School	<u>\$0</u>
Senior High *	<u>\$0</u>

**Temporary Facility Capacity & Cost**

Elementary @ 24	<u>\$145,000</u>
Middle School @ 29	<u>\$0</u>
Senior High @ 31	<u>\$0</u>

\* See cost basis on Pg. 26

**Temporary Facility Square Footage**

Elementary	<u>70,892</u>
Middle School	<u>16,376</u>
Senior High	<u>22,064</u>
<b>Total</b> 4%	<b><u>109,332</u></b>

**State Funding Assistance Credit** (formerly "State Match")

District Funding Assistance Percentage	<u>58.14%</u>
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**Permanent Facility Square Footage**

Elementary (Includes KMVA)	<u>1,470,543</u>
Middle School	<u>660,904</u>
Senior High	<u>1,110,415</u>
<b>Total</b> 96%	<b><u>3,241,862</u></b>

**Construction Cost Allocation**

CCA - Cost/Sq. Ft. (Effective July 2014)	<u>\$200.40</u>
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**Total Facilities Square Footage**

Elementary	<u>1,541,435</u>
Middle School	<u>667,829</u>
Senior High	<u>1,132,479</u>
<b>Total</b>	<b><u>3,341,743</u></b>

**District Average Assessed Value**

Single Family Residence	<u>\$245,871</u>
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**District Average Assessed Value**

Multi-Family Residence	<u>\$87,880</u>
Apartments 70%    Condos 30%	

**Bond Levy Tax Rate/\$1,000**

Current / \$1,000 Tax Rate (1.6842)	<u>\$1.68</u>
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**Developer Provided Sites / Facilities**

Value	<u>0</u>
Dwelling Units	<u>0</u>

**General Obligation Bond Interest Rate**

Current Bond Interest Rate	<u>4.04%</u>
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**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	0.484	\$2,551.73
A 2 (Middle School)	21	\$0	1,065	0.129	\$0
A 3 (Senior High)	32	\$0	1,000	<u>0.249</u>	\$0
				0.862	
				A ⇒	<u>\$2,551.73</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)	\$31,840,000	600	0.484	0.96	\$24,656.90
B 2 (Middle School)	\$0	900	0.129	0.96	\$0
B 3 (Senior High)	\$0	1,600	<u>0.249</u>	0.96	\$0
				0.862	
				B ⇒	<u>\$24,656.90</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)	\$145,000	24	0.484	0.04	\$116.97
C 2 (Middle School)	\$0	29	0.129	0.04	\$0
C 3 (Senior High)	\$0	31	<u>0.249</u>	0.04	\$0
				0.862	
				C ⇒	<u>\$116.97</u>

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

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

	Construction Cost Allocation	SFI Sq. Ft. / Student	Assistance %	Student Factor	
D 1 (Elementary)	\$200.40	90	0.5814	0.484	\$5,075.29
D 2 (Middle School)	\$200.40	117	0	0.129	\$0
D 3 (Senior High)	\$200.40	130	0	<u>0.249</u>	\$0
				D ⇒	<u>\$5,075.29</u>

**Tax Credit per Single Family Residence**

Average SF Residential Assessed Value	\$245,871		
Current Debt Service Rate / \$1,000	\$1.68		
Current Bond Interest Rate	4.04%		
Years Amortized (10 Years)	10	TC ⇒	\$3,258.50

**Developer Provided Facility Credit**

Facility / Site Value	Dwelling Units	
0	0	FC ⇒ 0

**Fee Recap**

A = Site Acquisition per SF Residence	\$2,551.73	
B = Permanent Facility Cost per Residence	\$24,656.90	
C = Temporary Facility Cost per Residence	\$116.97	
Subtotal	\$27,325.59	
D = State Match Credit per Residence	\$5,075.29	
TC = Tax Credit per Residence	\$3,258.50	
Subtotal	-	\$8,333.79
Total Unfunded Need	\$18,991.81	
50% Developer Fee Obligation	\$9,496	
FC = Facility Credit (if applicable)	0	
District Adjustment (See Page 25 for explanation)	(\$4,010)	
Net Fee Obligation per Residence - Single Family		<b>\$5,486</b>

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

**Site Acquisition Cost per Multi-Family Residence Unit**

Formula: ((Acres x Cost per Acre) / Facility Capacity) x Student Generation Factor

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	11	\$287,573	500	0.324	\$2,049.82
A 2 (Middle School)	21	\$0	1,065	0.066	\$0
A 3 (Senior High)	32	\$0	1,000	<u>0.118</u>	\$0
				0.508	
				A ⇨	<u>\$2,049.82</u>

**Permanent Facility Construction Cost per Multi-Family Residence Unit**

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent / Total Square Footage Ratio)

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$31,840,000	600	0.324	0.96	\$16,505.86
B 2 (Middle School)	\$0	900	0.066	0.96	\$0
B 3 (Senior High)	\$0	1,600	<u>0.118</u>	0.96	\$0
			0.508		
				B ⇨	<u>\$16,505.86</u>

**Temporary Facility Cost per Multi-Family Residence Unit**

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary / Total Square Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$145,000	24	0.324	0.04	\$78.30
C 2 (Middle School)	\$0	29	0.066	0.04	\$0
C 3 (Senior High)	\$0	31	<u>0.118</u>	0.04	\$0
			0.508		
				C ⇨	<u>\$78.30</u>

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

Formula: Area Cost Allowance x SPI Square Feet per student x Funding Assistance % x Student Factor

	Area Cost Allowance	SPI Sq. Ft. / Student	Equalization %	Student Factor	
D 1 (Elementary)	\$200.40	90	0.5814	0.324	\$3,397.51
D 2 (Middle School)	\$200.40	117	0	0.066	\$0
D 3 (Senior High)	\$200.40	130	0	<u>0.118</u>	\$0
				D ⇨	<u>\$3,397.51</u>

**Tax Credit per Multi-Family Residence Unit**

Average MF Residential Assessed Value	\$87,880		
Current Debt Service Rate / \$1,000	1.68		
Current Bond Interest Rate	4.04%		
Years Amortized (10 Years)	10	TC ⇨	\$1,164.66

**Developer Provided Facility Credit**

Facility / Site Value	Dwelling Units	
0	0	FC ⇨ 0

**Fee Recap**

A = Site Acquisition per Multi-Family Unit	\$2,049.82	
B = Permanent Facility Cost per MF Unit	\$16,505.86	
C = Temporary Facility Cost per MF Unit	\$78.30	
Subtotal		\$18,633.98
D = State Match Credit per MF Unit	\$3,397.51	
TC = Tax Credit per MF Unit	\$1,164.66	
Subtotal		<u>\$4,562.17</u>
Total Unfunded Need		\$14,071.81
50% Developer Fee Obligation		\$7,036
FC = Facility Credit (if applicable)		0
District Adjustment (See Page 25 for explanation)		<u>(\$3,658)</u>
Net Fee Obligation per Residential Unit - Multi-family		<b>\$3,378</b>

## IX Summary of Changes to April 2014 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 2013 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.

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

Changes to Impact Fee Calculation Factors include:

ITEM	Grade/Type	FROM	TO	Comments
Student Generation Factor Single Family (SF)	Elem	0.484	0.484	
	MS	0.129	0.129	
	SH	0.249	0.249	
	Total	0.866	0.862	- .00
Student Generation Factor Multi-Family (MF)	Elem	0.324	0.324	
	MS	0.066	0.066	
	SH	0.118	0.118	
	Total	0.522	0.508	- .00
State Funding Assistance Ratios ("State Match")		57.89%	58.14%	Per OSPI Website
Area Cost Allowance (former Boeckh Index)		\$188.55	\$200.40	Per OSPI Website
Average Assessed Valuation (AV)	SF	\$228,242	\$245,871	Puget Sound ESD
AV - Average of Condominiums & Apts.	MF	\$85,802	\$87,880	Puget Sound ESD
Debt Service Capital Levy Rate / \$1000		\$1.86	\$1.68	Per King Co. Assessor Report
General Obligation Bond Interest Rate		3.74%	4.04%	Bloomberg Bond Buyer Index
Impact Fee - Single Family	SF	\$5,486	\$5,486	No Change to Impact Fee
Impact Fee - Multi-Family	MF	\$3,378	\$3,378	No Change to Impact Fee

## X

### Appendixes

**Appendix A: Calculations of Capacities for Elementary Schools**

**Appendix B: Calculations of Capacities for Middle Schools**

**Appendix C: Calculations of Capacities for Senior High Schools**

**Appendix D: Use of Relocatables**

**Appendix E: Student Generation Factor Survey**

**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 <sup>1</sup>	SE/IP <sup>2</sup>	Special Program Capacity	2013-14 Program Capacity <sup>2</sup>	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 24 average <sup>1</sup>	10/1/2013	10/1/2013	HI POV
										P223 FTE <sup>3</sup> Enrollment	P223 Hdcount Enrollment	
Carriage Crest	CC	18	432	5	20	452	1	0	0	392.53	427	N
Cedar Valley	CV/e	15	360	6	20	380	2	0	0	305.00	306	Y
Covington	CO/e	20	480	5	24	504	1	0	0	442.00	474	Y
Crestwood	CW	18	432	4	0	432	4	1	24	462.34	493	N
East Hill	EH	20	480	5	10	490	3	3	72	514.03	515	Y
Emerald Park	EP	21	504	2	0	604	2	0	0	454.50	491	Y
Fairwood	FW/e	17	408	3	0	408	3	0	0	399.10	434	N
George T. Daniel Elem	DE	18	432	5	24	456	1	1	24	514.00	514	Y
Glennridge	GR	19	456	4	0	456	2	0	0	453.50	486	Y
Grass Lake	GL/h	18	432	4	20	452	1	0	0	406.50	427	N
Horizon	HE	21	504	2	0	604	3	0	0	442.00	459	Y
Jenkins Creek	JC	15	360	7	44	404	3	1	24	318.00	349	N
Kent Elementary	KE/eh	20	480	3	0	480	2	4	96	642.00	642	Y
Lake Youngs	LY/h	21	504	7	20	510	0	0	0	476.33	500	N
Martin Sortun	MS	19	466	3	24	480	1	2	48	568.50	615	Y
Meadow Ridge	MR/e	17	408	6	68	476	0	5	120	545.00	545	Y
Meridian Elementary	ME/h	21	504	3	20	524	3	2	48	566.50	612	N
Millennium Elementary	ML	20	480	3	24	504	0	1	24	667.00	567	Y
Neely-O'Brien	NO	20	480	5	0	480	7	5	120	768.00	768	Y
Panther Lake (New)	PL	21	504	5	20	524	4	1	24	650.00	650	Y
Park Orchard	PO	18	432	7	54	486	2	0	0	541.06	643	Y
Pine Tree	PT/h	21	504	4	10	514	3	0	0	520.03	521	Y
Ridgewood	RW/h	21	504	1	0	504	1	2	48	493.53	527	N
Sawyer Woods	SW	21	504	2	0	504	0	0	0	413.22	448	N
Scenic Hill	SH	17	408	6	68	476	4	3	72	642.00	642	Y
Soos Creek	SC/e	15	360	4	20	380	3	0	0	323.00	349	Y
Springbrook	SB	17	408	4	10	418	2	0	0	497.00	497	Y
Sunrise	SR/h	21	504	2	0	504	3	0	0	495.53	534	N
Kent Mtn. View Academy	MV	14	356	3	60	410	0	0	0	112.00	112	N
<b>Elementary TOTAL<sup>1/2</sup></b>		<b>544</b>	<b>13,076</b>	<b>120</b>	<b>560</b>	<b>13,816</b>	<b>61</b>	<b>31</b>	<b>744</b>	<b>13,924.20</b>	<b>14,456</b>	

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

**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 <sup>1</sup>	SE / IP	CR	Special Program Capacity	2014-2015 Program Capacity <sup>2</sup>	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 24 average <sup>1</sup>	10/1/2013	10/1/2013	HI POV <sup>5</sup>
											P223 FTE <sup>3</sup> Enrollment	P223 Hdcount Enrollment	
Carriage Crest	CC	18	436	5	5	20	456	1	0	0	392.53	427	N
Cedar Valley	CV/e	15	344	6	6	20	364	2	0	0	305.00	305	Y
Covington	CO/e	20	464	5	5	24	488	1	0	0	442.00	474	Y
Crestwood	CW	18	432	4	4	0	432	4	1	24	462.34	493	N
East Hill	EH	20	456	5	5	10	466	3	3	72	514.03	516	Y
Emerald Park	EP	21	484	2	2	0	484	2	0	0	454.50	491	Y
Fairwood	FW/e	17	408	3	3	0	408	3	0	0	399.10	434	N
George T. Daniel Elem	DE	18	404	5	5	24	428	1	1	24	514.00	514	Y
Glenridge	GR	19	436	4	4	0	436	2	0	0	453.50	486	Y
Grass Lake	GL/h	18	416	4	4	20	438	1	0	0	406.50	427	N
Horizon	HE	21	477	2	2	0	477	3	0	0	442.00	469	Y
Jenkins Creek	JC	15	415	7	7	44	459	3	1	24	318.00	349	N
Kent Elementary	KE/eh	20	460	3	3	0	460	2	4	96	642.00	642	Y
Lake Youngs	LY/h	21	504	7	7	20	510	0	0	0	476.33	500	N
Martin Sortun	MS	19	428	3	3	24	452	1	2	48	568.60	616	Y
Meadow Ridge	MR/e	17	372	6	6	68	440	0	5	120	545.00	545	Y
Meridian Elementary	ME/h	21	504	3	3	20	524	3	2	48	566.50	612	N
Millennium Elementary	ML	20	460	3	3	24	484	0	1	24	667.00	597	Y
Neely-O'Brien	NO	20	460	5	5	0	460	7	6	120	768.00	768	Y
Panther Lake (New)	PL	21	484	5	5	20	604	4	1	24	660.00	650	Y
Park Orchard	PO	18	422	7	7	54	476	2	0	0	541.06	643	Y
Pine Tree	PT/h	21	467	4	4	10	477	3	0	0	520.63	521	Y
Ridgewood	RW/h	21	504	1	1	0	504	1	2	48	493.53	527	N
Sawyer Woods	SW	21	486	2	2	0	486	0	0	0	413.22	448	N
Scenic Hill	SH	17	380	6	6	68	448	4	3	72	642.00	642	Y
Soos Creek	SC/e	15	322	4	4	20	342	3	0	0	323.00	349	Y
Springbrook	SB	17	408	4	4	10	418	2	0	0	497.00	497	Y
Sunrise	SR/h	21	543	2	2	0	543	3	0	0	495.53	534	N
Kent Mtn. View Academy	MV	14	356	3	3	60	410	0	0	0	112.00	112	N
<b>Elementary TOTAL<sup>1,2</sup></b>		<b>544</b>	<b>12,734</b>	<b>120</b>	<b>120</b>	<b>560</b>	<b>13,274</b>	<b>61</b>	<b>31</b>	<b>744</b>	<b>13,924.20</b>	<b>14,456</b>	

<sup>1</sup> 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.  
<sup>2</sup> 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.  
<sup>3</sup> 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.  
<sup>4</sup> 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.  
<sup>5</sup> 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 Cisrms	@ 85% Utilization			Spec Prgm Cisrms	Special Ed ELL Capacity	Special <sup>1</sup> Program Capacity	2013-2014 Program Capacity <sup>2</sup>	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 29 ea.	10/1/2013	
			Standard Capacity <sup>2</sup> at 25-29 Cisrms	SE / IP ELL Cis	Special Ed ELL Capacity								Special <sup>1</sup> Program Capacity	2013-2014 Program Capacity <sup>2</sup>
Cedar Heights Middle School	CH	30	740	8	84	3	71	895	2	0	0	0	627.24	829
Mattson Middle School	MA	24	592	6	76	5	119	787	4	0	0	0	621.60	622
Meecker Middle School	MIK	29	715	8	93	1	24	832	0	0	0	0	681.00	681
Meridian Middle School	MJ	26	641	5	56	4	95	792	8	0	0	0	645.05	647
Mill Creek Middle School	MC	33	813	5	55	2	48	916	0	2	58	0	859.00	859
Northwood Middle School	NW	33	813	2	18	4	95	926	0	0	0	0	639.82	641
Kent Mountain View Academy (Grades 3 - 12) Middle School Grade 7 - 8 Enrollment See Elem												88.00	88	
<b>Middle School TOTAL</b>												4,161.71	4,167	

**APPENDIX B**

K S D SENIOR HIGH SCHOOL	ABR	# of Std Cisrms	@ 85% Utilization			Spec Prgm Cisrms	Special <sup>1</sup> Program Capacity	2013-2014 Program Capacity <sup>2</sup>	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 31 ea.	10/1/2013	
			Standard Capacity <sup>2</sup> at 25-31 Cisrms	SE / IP ELL Cis	Special Ed ELL Capacity							Special <sup>1</sup> Program Capacity	2013-2014 Program Capacity <sup>2</sup>
Kent-Meridian Senior High	KM	56	1,476	12	157	12	271	1,904	6	3	93	1,992.80	2,072
Kentlake Senior High	KL	58	1,423	13	153	16	381	1,957	2	0	0	1,420.83	1,455
Kentridge Senior High	KR	65	1,713	13	136	18	428	2,277	0	4	124	1,997.60	2,073
Kentwood Senior High	KW	60	1,581	9	102	20	476	2,159	5	4	124	1,840.00	1,911
Kent Mountain View Academy (Grades 3 - 12) Senior High Grade 9 - 12 Enrollment See Elem												131.48	135
Kent Phoenix Academy PH Non-traditional High School												274.80	292
Regional Justice Center <sup>4</sup> RJ N/A												2.00	2
<b>Senior High TOTAL</b>												7,659.51	7,940

**APPENDIX C**

DISTRICT TOTAL	958	23,583	201	1,490	85	2,008	27,475	88	44	1,143	25,745.42	26,563.00
Excludes Running Start & Early Childhood Ed students												

<sup>1</sup> Special Program capacity includes classrooms requiring specialized use such as Special Education, Career & Technical Education Programs, Computer Labs, etc.  
<sup>2</sup> Secondary school capacity is adjusted for 85% utilization rate. Facility Use Study was updated for program changes in 2013-14.  
<sup>3</sup> Enrollment is reported on FTE & Headcount basis. P223 Headcount excludes ECE & College-only Running Start students. Full headcount including ECE & RS = 27,942.  
 Some totals may be slightly different due to rounding.  
<sup>4</sup> 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**

School Year	2013-2014		2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020	
	No. of Relocatables	Student Capacity												
<b>Relocatable Use <sup>1</sup></b>														
Relocatables for classroom use	39		50		66		75		93		111		125	
Relocatables for program use (ie. Computer labs, music, etc.)	88		88		88		88		88		88		88	
Elementary Capacity Required @ 24 <sup>2</sup>	<b>39</b>	<b>936</b>	<b>50</b>	<b>1,200</b>	<b>66</b>	<b>1,584</b>	<b>75</b>	<b>1,800</b>	<b>93</b>	<b>2,232</b>	<b>111</b>	<b>2,664</b>	<b>125</b>	<b>3,000</b>
Middle School Capacity Required @ 29 <sup>3</sup>	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
<b># of Relocatables Utilized</b>	127		138		154		163		181		199		213	
Classroom Relocatable/Capacity Required	<b>39</b>	<b>936</b>	<b>50</b>	<b>1,200</b>	<b>66</b>	<b>1,584</b>	<b>75</b>	<b>1,800</b>	<b>93</b>	<b>2,232</b>	<b>111</b>	<b>2,664</b>	<b>125</b>	<b>3,000</b>
<b>Plan for Allocation of Required Classroom Relocatable Facilities included in Finance Plan:</b>														
Elementary <sup>1/2</sup>	39		50		66		75		93		111		125	
Middle School	0		0		0		0		0		0		0	
Senior High <sup>3</sup>	0		0		0		0		0		0		0	
<b>Total</b>	<b>39</b>		<b>50</b>		<b>66</b>		<b>75</b>		<b>93</b>		<b>111</b>		<b>125</b>	

<sup>1</sup> Use of additional relocatables for classrooms or special programs is based on need and fluctuations of enrollment at each school.

<sup>2</sup> Full Day Kindergarten at all Elementary schools will increase the need for relocatables at the elementary level until permanent capacity can be provided.

<sup>3</sup> Although relocatables 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

Edulog #	Single Family Developments	Elementary Area	Total Units	S t u d e n t s				S t u d e n t G e n e r a t i o n F a c t o r			
				Total	Elem	MS	HS	Total	Elem	MS	HS
				75	50	13	12	0.815	0.543	0.141	0.130
516	Adler's Cove	SW	92	50	13	12	0.815	0.543	0.141	0.130	
510	Canterra	PT	14	6	2	3	0.786	0.429	0.143	0.214	
512	Creekside at Riverview	NO	81	36	2	6	0.543	0.444	0.025	0.074	
419	Eagle Crest - Park View - Southridge	HE	219	124	27	52	0.927	0.566	0.123	0.237	
187	Eastland Meadows - Kent	SC	13	8	5	7	1.538	0.615	0.385	0.538	
395	Eastpointe	MS	99	39	7	10	0.566	0.394	0.071	0.101	
398	Fern Crest East - Kent	SR	171	92	21	43	0.912	0.538	0.123	0.251	
410	Highland & Rhododendron Estates	ML	41	23	7	9	0.951	0.561	0.171	0.220	
228	Kentlake Highlands	SW	177	89	20	35	0.814	0.503	0.113	0.198	
431	Meridian Ridge	HE	70	32	5	8	0.643	0.457	0.071	0.114	
389	North Parke Meadows & Parke Meadows South	CW	106	59	22	31	1.057	0.557	0.208	0.292	
422	Panther Meadows	GR	32	22	3	7	1.000	0.688	0.094	0.219	
514	Rainier Vista	CW	92	25	8	10	0.467	0.272	0.087	0.109	
139	Rose's Meadow	ML	37	12	5	7	0.649	0.324	0.135	0.189	
78	Savana / The Reserve / Stonefield / Crofton Hills	CO	351	172	54	139	1.040	0.490	0.154	0.396	
400	Shadow Brook Ridge (FCWest) - Kent	SR	128	69	14	31	0.891	0.539	0.109	0.242	
420	Tamarack Ridge	CW	134	41	10	27	0.582	0.306	0.075	0.201	
179	The Parks - Fairwood/Renton	RW	172	71	29	59	0.924	0.413	0.169	0.343	
416	Trovitsky Park - Renton	RW	167	94	20	26	0.838	0.563	0.120	0.156	
417	Wood Creek - Covington	CW	154	74	22	38	0.870	0.481	0.143	0.247	
	<b>Total</b>		<b>2,163</b>	<b>1,046</b>	<b>279</b>	<b>539</b>	<b>0.862</b>	<b>0.484</b>	<b>0.129</b>	<b>0.249</b>	
Edulog #	Multi-Family Developments	Elementary Area	Total Units	S t u d e n t s				S t u d e n t G e n e r a t i o n F a c t o r			
				Total	Elem	MS	HS	Total	Elem	MS	HS
				78	45	8	25	0.390	0.225	0.040	0.125
418	Adagio Apartments - Covington	CO	200	45	8	25	0.390	0.225	0.040	0.125	
412	Alderbrook Apartments - Kent	EH	207	94	22	25	0.681	0.454	0.106	0.121	
156	Arterra Apartments - Kent	SH	81	43	11	11	0.802	0.531	0.136	0.136	
148	Fairwood Pond Apartments - Renton	FW	194	47	8	17	0.371	0.242	0.041	0.088	
147	Red Mill at Fairwood - Renton	CC	96	18	3	8	0.302	0.188	0.031	0.083	
337	Riverview - The Parks - Kent	NO	150	36	6	17	0.393	0.240	0.040	0.113	
102	Rock Creek Landing - Kent	SB	211	72	13	18	0.488	0.341	0.062	0.085	
413	Silver Springs Apartments - Kent	PL	251	112	20	39	0.681	0.446	0.080	0.155	
192	Sunrise at Benson Condos - Kent	GR	88	12	7	14	0.375	0.198	0.080	0.159	
	<b>Total</b>		<b>1,478</b>	<b>479</b>	<b>98</b>	<b>174</b>	<b>0.508</b>	<b>0.324</b>	<b>0.066</b>	<b>0.118</b>	

**ORDINANCE NO. 16-14  
EXHIBIT B**

**2015 KENT SCHOOL DISTRICT IMPACT FEE SCHEDULE**

<b>Single-family, per dwelling unit</b>	<b>\$5,486.00</b>
<b>Multi-family, per dwelling unit</b>	<b>\$3,378.00</b>

**INTERLOCAL AGREEMENT  
FOR THE  
COLLECTION, DISTRIBUTION, AND EXPENDITURE  
OF SCHOOL IMPACT FEES**

THIS AGREEMENT is entered into this 15th day of December, 1999, by and between the City of Covington (the "City") and the Kent School District No. 415 (the "District").

WHEREAS, the Washington State Legislature passed the Growth Management Act, RCW 36.70A et seq. and RCW 82.02 et seq. (the "Act"), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development; and

WHEREAS, the Act requires that impact fees may be collected for public facilities which are addressed by a capital improvement plan and/or a capital facilities element of a comprehensive plan; and

WHEREAS, the City has adopted Ordinance No. 17-97 for the purposes of adopting interim zoning regulations for the City; and

WHEREAS, under Ordinance No. 17-97, the City has adopted by reference Title 21A of the King County Code ("KCC") as its interim zoning code;

WHEREAS, Chapter 21A.43 KCC has been adopted for the purpose of implementing the Act; and

WHEREAS, under Ordinance No. 17-97, the City has also adopted by reference certain other laws referenced in Title 21A KCC that are necessary or convenient to establish the validity, enforceability or interpretation of Title 21A KCC; and

WHEREAS, the District has prepared a capital facilities plan in compliance with the Act and the plan has been adopted by reference in the King County Comprehensive Plan; and

WHEREAS, the King County Comprehensive Plan is referenced in Chapter 21A.43 KCC and is necessary or convenient to establish the validity, enforceability or interpretation of Chapter 21A.43 KCC; and

WHEREAS, under Ordinance No. 17-97, the City will collect impact fees upon certain new residential developments on behalf of the District; and

WHEREAS, the City and the District enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administrating and distributing the authorized impact fees;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, IT IS AGREED THAT:

**I. GENERAL AGREEMENT**

The City and the District agree to comply with the terms of this Agreement which govern the collection, distribution, and expenditure of school impact fees.

**II. RESPONSIBILITIES OF THE DISTRICT**

The District, by and through its employees, agents, and representatives, agrees to:

A. Annually submit to the City a six-year capital facilities plan or an update of a previously adopted plan which meets the requirements of the Act and Ordinance No. 17-97, all as may be amended from time to time, on or before April 1 each year.

B. Establish and maintain impact fee accounts, as required by RCW 82.02.070.

C. Promptly notify the City of any changes or updates to the District's impact fee schedule adopted by King County until such time that the City adopts its own comprehensive plan and the District's capital facilities plan by reference.

D. Expend impact fee revenues provided to the District under this Agreement, and all interest proceeds on such revenues, solely for expenditures related to facilities identified in the District's Capital Facilities Plan.

E. Prepare an annual report in accordance with the requirements of RCW 82.02.070 showing the system improvements that were financed in whole or in part by impact fees and the amount of funds expended. The District's annual report shall be sent to the City on or before April 1 each year for the preceding calendar year.

F. Refund impact fees and interest earned on impact fees disbursed to the District whenever required to do so by applicable law; including but not limited to (1) when the proposed development activity does not proceed and no impact to the District has resulted, unless the District determines that it has expended or encumbered the fees in good faith prior to the application for a refund, (2) when the impact fees or interest earned on impact fees are not expended or encumbered within the time limits established by law, or (3) when the school impact fee program is terminated.

G. Maintain all accounts and records necessary to ensure proper accounting for all impact fee funds and compliance with this Agreement, and the Act.

H. Comply with the State Environmental Policy Act, Chapter 43.21C RCW.

### **III. RESPONSIBILITIES OF THE CITY OF COVINGTON**

The City of Covington, by and through its employees, agents, and representatives, agrees to:

A. Timely review and take action on the District's updated Capital Facilities Plan and revised impact fee schedule for the District.

B. Establish and maintain temporary school impact fee accounts in the City.

C. Transfer all impact fees previously collected on behalf of the District and interest earned thereon to the District for deposit in the District's impact fee accounts within thirty (30) days following the execution of this Agreement.

D. Transfer all impact fees collected on behalf of the District to the District for deposit in the District's impact fee accounts within thirty (30) days of the month of receipt. If the City fails to timely transfer impact fees to the District, the eventual transfer of the impact fees must include interest calculated pursuant to the City's interest rate in effect for the applicable time period.

E. Maintain a copy of the District's annual report in the City's files for public review. If other types of impact fees are collected by the City, the District's report shall become a subsection of the City's overall impact fee report.

F. Determine whether applicants are excluded from the application of the impact fee pursuant to KCC 21A.43.070 or KCC 21A.43.080.

### **IV. GENERAL TERMS**

A. This Agreement shall be effective when executed by both parties.

B. It is recognized that amendments to this Agreement may become necessary, and such amendment shall become effective only when the parties have executed a written addendum to this Agreement.

C. The parties acknowledge that the City is vested with the authority to impose and collect school impact fees. The parties agree that, except as otherwise specifically provided for herein, the City shall in no event be responsible for the payment of any funds to the District, except for impact fees collected for the District and interest thereon, if any.

### **V. AUDIT**

A. The District's records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the City or appropriate state agency.

B. The District agrees to cooperate with any monitoring or evaluation activities conducted by the City that pertain to the subject of this Agreement. The District agrees to allow the City, or appropriate state agencies and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours, all of the District's records with respect to all matters covered by this Agreement. The City and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and record of matters covered by this Agreement. The City will give fifteen (15) days advance notice to the District of fiscal audits to be conducted.

C. The results and records of said audit shall be maintained and disclosed in accordance with Chapter 42.17 RCW.

## **VI. HOLD HARMLESS**

A. The District shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of the District, its officers, employees, or agents, relating in any way to the City of Covington school impact fee program, including but not limited to acts or omissions arising from an audit of the District's impact fee account; or failure for any reason to comply with the terms of this Agreement, the terms of the Act, or the terms of City of Covington ordinances related to school impact fees, all as may be amended from time to time.

B. The District further agrees that the District shall, at its own cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the District's failure to refund impact fees, including but not limited to, the District's determination that the impact fees from the development activity that was not completed are not refundable because the funds were expended or encumbered by the District whether or not the District's determination was made in good faith; provided, however, that if the District offers to defend the City, the District shall not be liable for any of the City's attorney's fees or costs incurred after such offer to defend is made; provided, further, that if the District authorizes the City to refund any impact fees from the District's temporary account at the City or from the District Impact Fee Account or Subaccount, and the City fails to do so, this section shall not apply.

C. The District's duties to the City under this section shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section VII.

D. The City shall, at its own cost and expense, protect, defend, indemnify, and hold harmless the District, its officers, employees, and agents from that portion of any costs, claims, judgments, or awards of damages that exceeds the amount of impact fees the City has collected on behalf of the District resulting from the City's (by its officers, employees, agents, or representatives) acts or omissions, or failure for any reason to comply with the terms of this

Agreement, the terms of the Act, or the terms of the City of Covington ordinances related to school impact fees, all as may be amended from time to time. It is the intent of this Section (VI D) that any liability created by the City's performance of its duties under this Agreement, the Act, or the terms of the City of Covington ordinances related to school impact fees be satisfied first out of any impact fees attributable to the activity out of which the liability arises that have been collected by the City on behalf of the District for the particular development activity at issue, and only in the event that such impact fees collected for the particular development activity at issue are insufficient, shall the City be liable to satisfy the liability.

E. The City's duties to the District under this section shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section VII.

## **VII. TERMINATION**

A. The obligation to collect impact fees under this Agreement may be terminated without cause by the City, in whole or in part, at any time. All other obligations under this Agreement shall remain in effect until both of the following conditions have been satisfied: (1) the City or the District provides written notice that this Agreement is being terminated; and (2) neither the City nor the District retains unexpended or unencumbered impact fees or interest earned thereon. The obligations under Section VI of this Agreement shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.

B. The District, working with its Treasurer, shall ensure that upon termination of this Agreement, any remaining unexpended or unencumbered funds are refunded pursuant to RCW 82.02.080.

C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

## **VIII. SEVERABILITY**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

**IX. NONDISCRIMINATION**

There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

The District and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.

**X. RIGHTS TO OTHER PARTIES**

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

**XI. GOVERNING LAW AND FILING**

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. This Agreement shall be filed with the Secretary of the District's Board of Directors, the City of Covington, and the King County Records and Election Division.

**XII. ADMINISTRATION**

A. The City's representative shall be Thomas Fus, Finance Director.

Address: City of Covington  
17210 S.E. 272<sup>nd</sup> Street  
Covington, WA 98042

Phone: (253) 638-1110

B. The District's representative shall be Fred High, Executive Director, Finance and Budget.

Address: Kent School District No. 415  
12033 S.E. 256th Street #A-600  
Kent, WA 98031-6643

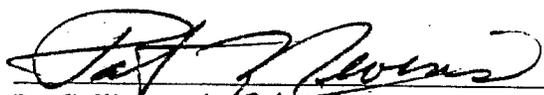
Phone: (253) 373-7295

**XIII. ENTIRE AGREEMENT/WAIVER OF DEFAULT**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the City, which shall be attached to the original Agreement.

THE CITY OF COVINGTON,  
WASHINGTON

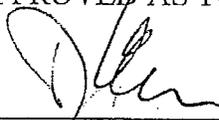
KENT SCHOOL DISTRICT NO. 415

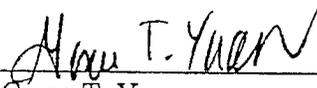
  
Pat Sullivan *NEVINS*  
~~Mayor~~ *City Manager*

  
Dr. Barbara Grohe  
Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Duncan Wilson  
City Attorney

  
Grace T. Yuan  
Legal Counsel

## Agenda Item 2

Covington City Council Meeting

Date: December 9, 2014

**SUBJECT:** CONSIDER ENTERING INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF COVINGTON, MAPLE VALLEY AND BLACK DIAMOND RELATING TO BUILDING CODE ADMINISTRATION, BUILDING PLAN REVIEW, AND BUILDING INSPECTION SERVICES.

**RECOMMENDED BY:** Richard Hart, Community Development Director

**ATTACHMENT(S):**

1. Proposed Interlocal Agreement for Building Code Administration, Building Plan Review, and Building Inspection Services.

**PREPARED BY:** Richard Hart, Community Development Director

**EXPLANATION:**

The cities of Covington, Maple Valley and Black Diamond wish to enter into an Interlocal Agreement (ILA) with each other for a variety of Building Safety Services, including building code administration, building plan review and building inspection. Currently the City of Covington has an ILA for building services with Black Diamond that is scheduled to expire on March 22, 2015, after being in place for the past four years. This new ILA is very similar to the current ILA, except that it adds the City of Maple Valley and allows each city to pick the type of service they desire from another city. No city will directly provide or use code enforcement as part of this ILA. The ILA includes provisions for the following services:

1. Building Code Administration,
2. Building Plan Review, and
3. Building Inspections.

**ALTERNATIVES:**

Decline the proposed Interlocal Agreement with the other cities at this time.  
Refer Interlocal Agreement to staff for revision of specified terms.

**FISCAL IMPACT:**

A slight positive revenue generation will accrue to Covington as the dollar amounts generated from providing Building Code Administration and Plan Review Services to Maple Valley and Black Diamond should be higher than the costs of Building Inspection Services provided by Maple Valley to Covington under this Interlocal Agreement.

**CITY COUNCIL ACTION:** \_\_\_ Ordinance \_\_\_ Resolution  X  Motion \_\_\_ Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize the City Manager to enter into an Interlocal Agreement (ILA) between the Cities of Covington, Maple Valley and Black Diamond relating to building safety services and sign such ILA in a form substantially similar to that provided.**

**REVIEWED BY:** Interim City Manager; City Attorney; & Deputy Finance Director.

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITIES OF COVINGTON, MAPLE VALLEY, AND BLACK DIAMOND  
FOR  
BUILDING SERVICES**

**RECITALS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Covington, a Washington municipal corporation (“Covington”), the City of Maple Valley, a Washington municipal corporation (“Maple Valley”), and the City of Black Diamond, a Washington municipal corporation (“Black Diamond”), (collectively the “Parties” or “Cities” or in the singular “Party” or “City”).

WHEREAS, the Parties are “public agencies” as defined by Chapter 39.34 of the Revised Code of Washington (RCW) and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the Parties’ have similar building code administration, plans examination, and building inspection needs and each Party can realize certain economies from sharing resources, thereby providing savings to taxpayers through contracting for shared services; and

WHEREAS, each Party has agreed to compensate a Party for services offered under this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

**AGREEMENT**

1. **Purpose.** It is the purpose of this Agreement to utilize the provisions of state law to enable the Parties’ to take advantage of economies of scale in sharing resources and by offering building code administration, plans examination, and building inspection services to the other Parties.
2. **Services.** Covington and Maple Valley (collectively the “Providing Parties” or individually a “Providing Party”) agree to offer the following services (“Offered Service(s)”) to the Parties upon request (collectively the “Requesting Parties” or individually a “Requesting Party”) pursuant to the following.

**2.1. Offered Services.**

**2.1.1. Building Code Administration.** Covington agrees to offer building code administration services, performed by Covington’s Building Official, to Requesting Parties.

**2.1.2. Plans Examination.** Covington agrees to offer plans examination services, performed by Covington’s Plans Examiner, to Requesting Parties.

**2.1.3. Building Inspection.** Maple Valley agrees to offer building inspection services, performed by Maple Valley’s Building Inspectors, to Requesting Parties.

**2.2. Requests for Offered Services.** A Requesting Party shall submit a written request to the relevant Providing Party for performance of an Offered Service, including any and all needs, specifications, or standards that must be considered. Such written request must be made by the Requesting Party’s Community Development Director or authorized designee. For the purposes of this sub-section, the Parties agree that a written request may be submitted by a Requesting Party to a Providing Party via email.

**2.3. Acceptance of Request for Offered Services.** The Providing Party shall promptly respond to a written request for an Offered Service with a written acceptance or denial. The Providing Party may deny a request for an Offered Service at its sole discretion and without reason. Such written acceptance or denial of a request for an Offered Service must be issued by the Providing Party’s Community Development Director or authorized designee. For the purposes of this sub-section, the Parties agree that a written acceptance or denial may be issued by a Providing Party to a Requesting Party via email.

**2.4. Providing Party Administrative Oversight.** The Providing Party shall have administrative oversight of the Offered Service requested and shall be responsible for invoicing the Requesting Party for the Offered Service rendered pursuant to Section 4 herein.

**3. Term of Agreement.** This Agreement shall become effective as of the date this Agreement is approved by the legislative body of at least two (2) Parties and subsequently executed by those Parties according to each of those Parties’ adopted policies and procedures. The remaining Party may enter into this Agreement at any time upon approval of their legislative body and subsequently executed according to that Party’s policies and procedures. Unless terminated by all Parties pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until December 31, 2015.

This Agreement may be extended by written agreement of the Parties subject to the approval of such extension by each Party’s legislative body.

**4. Payment.** Requesting Parties shall pay for Offered Services provided by Providing Parties pursuant to the following.

- 4.1. Payments for Offered Services.** A Requesting Party shall pay for actual direct and related indirect costs, including any overhead and administrative charges, for Offered Services provided by the relevant Providing Party pursuant to the fees listed for each Providing Party in Exhibit A, attached hereto and incorporated herein by this reference. Any indirect costs may be waived by a Providing Party at its sole discretion.
- 4.2. Billing.** Each Providing Party shall submit a monthly invoice to each Requesting Party, which shall contain the amount of Offered Services provided during the preceding month. Payment shall be made by the Requesting Party within thirty (30) days of receipt of said invoice from a Providing Party.
- 4.3. Disputes.** In the event there is a dispute regarding an invoiced amount by a Providing Party, the Parties in dispute shall make every effort to resolve such dispute by mutual agreement. In the event there is no mutually agreed resolution to the dispute, the relevant Parties shall forward the dispute to each Party's City Manager/City Administrator/Mayor for resolution. In the event there is no resolution after review by the Parties' City Manager/City Administrator/Mayor, the Parties shall seek mediation through a mutually agreed mediation service and each Party shall bear its own costs for mediation. If mediation is unsuccessful, any Party may pursue any legal remedy available from a court of competent jurisdiction. Any dispute that has gone to mediation and mediation was unsuccessful in resolving the dispute shall be grounds for any Party to terminate this Agreement for material breach.

## **5. Termination.**

- 5.1. Termination by Notice.** Any Party may terminate its participation in this Agreement by providing the other Parties with sixty (60) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement.
- 5.2. Termination by Mutual Written Agreement.** This Agreement may be terminated in its entirety at any time by a written agreement executed by all of the Parties.
- 5.3. Termination for Breach.** Any Party may terminate its participation in this Agreement for material breach of the terms of this Agreement upon fourteen (14) days advance written notice to the other Parties, provided that disputes regarding billing statements shall be handled pursuant to Subsection 4.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 4.3.

- 6. Indemnification and Hold Harmless.** Each Party hereto (the "Indemnifying Party") shall hold harmless and indemnify each other Party hereto, its elected officials, officers, employees, and agents (collectively the "Indemnitees") from and against any and all suits, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorneys' fees) that result from or arise out of the acts or omissions of the Indemnifying party, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Offered Services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of a Party in connection with or incidental to the performance or non-performance of Offered Services, duties, or obligations under this Agreement are the subject of any liability claims by a third party, each Party shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs, and expenses and for their own attorneys' fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification.

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

It is further specifically and expressly understood and agreed that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Parties further acknowledge that they have mutually negotiated this waiver.

**7. Insurance.** Covington, Maple Valley, and Black Diamond are members of insurance risk pools, and, consistent with the policies established by each Party's respective risk pool, Covington, Maple Valley, and Black Diamond are insured and agree to 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 the Offered Services hereunder by each Party, its officers, agents, representatives, or employees. Should a Requesting Party require specific insurance coverage for a specific Offered Service, the Requesting Party shall indicate any additional insurance specifications or standards in their written request for Offered Services pursuant to Sub-section 2.2 herein.

**8. Independent Service Provider.**

**8.1.** The Parties intend that an independent contractor relationship is created by this Agreement. In providing Offered Services under this Agreement, each Providing Party is an independent contractor and neither it nor its officers, agents, or employees are employees of a Requesting Party for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of Offered Services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Providing Party under any applicable law, rule, or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement. As an independent contractor, each Providing Party shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

**8.2.** To the extent that any Requesting Party exercises control and direction over the work of any Providing Party, such control and directions will be for purposes of achieving the results specified in the request for Offered Services. No agent, employee, or representative of a Providing Party shall be deemed to be an employee, agent, or representative of a Requesting Party for any purpose, and the employees of a Providing Party are not entitled to any of the benefits that a Requesting Party

provides for its employees. Each Providing Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, or representatives performed within the authorized scope of its agents, employees, or representatives' duties during the performance of this Agreement.

- 8.3.** In the performance of the Offered Services herein each Providing Party is an independent contractor with the authority to control and direct the performance of the details of the Offered Service; however, the results of the Offered Services herein must meet the approval of the Requesting Party and shall be subject to the Requesting Party's general rights of inspection and review to secure the satisfactory completion thereof.

**9. Miscellaneous.**

- 9.1. Notices.** Notwithstanding Sub-sections 2.2 and 2.3 herein, notices to be provided pursuant to this Agreement shall be provided in writing to the person and address indicated below. Notices shall be deemed delivered three (3) days after placement of the notice in the U.S. Mail, first class postage pre-paid. Courtesy copies of notices may be provided via email transmission but shall not constitute delivery of written notice as set forth herein.

**9.1.1.** City of Covington  
Community Development Director  
16720 SE 271<sup>st</sup> St. Suite 100  
Covington, WA 98042

**9.1.2.** City of Maple Valley  
Community Development Director  
22017 SE Wax Road, Suite 200  
Maple Valley, WA 98038

**9.1.3.** City of Black Diamond  
Community Development Director  
24301 Roberts Drive  
PO Box 599  
Black Diamond, WA 98010

- 9.2. Non-Waiver of Breach.** The failure of any Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

- 9.3. Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Sub-section 4.3, if the Parties are unable to settle any dispute, difference, or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County,

Washington, unless the relevant Parties agree in writing to an alternative dispute resolution process.

- 9.4. Assignment.** This Agreement is not assignable by any Party, in whole or in part.
- 9.5. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by the legislative body of each city.
- 9.6. Compliance with Laws.** Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 9.6.1. Nondiscrimination in Employment.** In the performance of this Agreement, no Party will discriminate against any employee on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, or other basis prohibited by state or federal law unless based upon a bona fide occupational qualification. Each Party shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.
- 9.6.2. Nondiscrimination in Services.** No Party will discriminate against any recipient of any Services provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, or other basis prohibited by state or federal law.
- 9.7. Entire Agreement.** The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written, of any officer, employee, or other representative of each party and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- 9.8. Severability.** If any provision of this Agreement, in whole or in part, is adjudicated to be invalid, such action shall not affect the validity of any provision not so adjudicated.
- 9.9. Interpretation.** The legal presumption that an ambiguous term of this Agreement should be interpreted against the Party who prepared the Agreement shall not apply.
- 9.10. No Third Party Beneficiaries.** This Agreement is between the Parties and is not meant to benefit any third party.
- 9.11. Counterparts.** This Agreement may be executed in multiple counterparts, any of which shall constitute an agreement by and among the Parties who have executed this Agreement, provided that each Party shall transmit to the attention of the Covington City Clerk an original, executed signature page of this Agreement. The

Covington City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Covington City website pursuant to RCW 39.34.040.

\*\*\*Signatures appear on next page\*\*\*



**EXHIBIT A  
PROVIDING PARTIES' SERVICE FEES—2015**

**1. Covington Service Fees**

- (a) Building Administration Services of Building Official-Hourly fee of \$89.00**
- (b) Building Plan Review Services of Plans Examiner-Hourly fee of \$68.00**

**2. Maple Valley Service Fees**

- (a) Building Inspection Services of Building Inspectors-Hourly fee of \$75.00, which includes vehicle and travel costs**

SUBJECT: CONSIDER PROCESS TO APPOINT NEW COUNCIL MEMBER

RECOMMENDED BY: Rob Hendrickson, Interim City Manager  
Sara Springer, City Attorney

ATTACHMENT(S): None.

PREPARED BY: Sharon Scott, Executive Assistant/City Clerk

EXPLANATION:

**A. Background**

At the November 25, 2014, council meeting Councilmember Wayne Snoey announced that he will step down from the city council effective December 31, 2014. At that same meeting the council directed staff to advertise the vacant council position and to accept applications (in the form of letters of interest) through January 2, 2015. The council also expressed interest in making an appointment prior to the council summit at the end of January.

At this evening's council meeting staff will brief the council on the advertising placed to date for the vacant council position.

**B. Interview Process**

State law gives wide latitude to the council regarding the process for appointing a council member. The only state statute the council must comply with is the Open Public Meeting's Act requirement that any interviews of candidates, if conducted, must be performed in an open public meeting. The council may then discuss the qualifications of the candidates in executive session.

Staff is asking for direction from the council regarding the details of the desired appointment process. Process considerations to be addressed by the council include, but are not limited to:

- **Culling Applications:** Does the council prefer to interview all applicants or does the council prefer to adopt a process and/or criteria for culling received applications to select a set of finalists?
- **Interview Format:** At the last regular council meeting the council indicated they would like to conduct interviews of candidates in an interview panel with a moderator directing the questioning—does this remain the desired format or does the council prefer to conduct individual interviews of candidates?
- **Interview Questions:** Council must agree to interview questions in an open meeting, or agree to appoint one or more council members to create interview questions. For

reference, the following questions were asked of applicants for Councilmember Don Henning's seat:

- What is your vision for the City of Covington?
  - What are your thoughts regarding:
    - Economic Development and Downtown Development
    - Transportation
    - Public Safety
    - Parks and Recreation
  - How long have you been a Covington resident and how have you contributed to City programs and activities?
- **Interview Date.** Council could conduct interviews, hold an executive session to discuss candidate qualifications, and then deliberate and make an appointment in open session at either of the regular council meetings in January in order to have the new councilmember seated before the council's annual summit on January 31st. Council may also choose to set a special meeting in January to conduct candidate interviews.

ALTERNATIVES:

Not appoint a council member at this time and direct staff to continue to advertise for additional candidates.

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motions  X  Other

**Provide consensus on process to appoint new council member.**

REVIEWED BY: Interim City Manager  
City Attorney

**SUBJECT: CONSIDER PROPOSED ORDINANCE ADOPTING THE CY2015 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2015 COST OF LIVING ADJUSTMENT FOR CITY EMPLOYEES**

**ATTACHMENT(S):**

1. Proposed 2015 Budget Ordinance with exhibits.

**RECOMMENDED BY: Rob Hendrickson, Interim City Manager**

**EXPLANATION:**

The City Council has received the 2015 budget, held public hearings, and listened to presentations from staff about their respective departments. The Interim 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 CY2015. 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 CY2015.
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 CY2015 Budget, including transfers-in (out) and fund balances, totals \$40,587,895.

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds, to pass an Ordinance adopting the CY2015 Operating  
and Capital Budget.**

**ORDINANCE NO. 17-14**

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

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 2015 was prepared and filed with the City Clerk; and

WHEREAS, public hearings were scheduled and properly noticed for October 28, 2014, at 7:00 pm and November 25, 2014, at 7:00 pm for the purpose of making and adopting the final budget for the year 2015; 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 2015 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 2015 is hereby adopted at the fund level in its final form and content as set forth in the document entitled "City of Covington 2015 Budget" dated December 9, 2014, 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 2015, 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 2015 as set forth below:

<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>
General Fund	\$13,655,815
Street Fund	1,519,855
Development Services Fund	3,691,233
Parks and Recreation Fund	2,853,933
Surface Water Management Fund	10,018,315
Capital Investment Program	4,135,621
Cumulative Reserve Fund	1,400,729
Contingency Fund	421,216
Real Estate Excise Tax Fund 1 <sup>st</sup> Qtr	175,040
Real Estate Excise Tax Fund 2 <sup>nd</sup> Qtr	175,040
Local Improvement District	35,915
LID Guaranty Fund	35,165
Long-Term Debt Service Fund	1,276,904
Unemployment Reserve Fund	281,259
Equipment Replacement Fund	911,855
<b>Total All Funds</b>	<b><u>\$40,587,895</u></b>

Section 3. The 2015 budget provides funding for and it is hereby authorized that a 2.2305% Cost of Living Adjustment (COLA) for all regular (non-contract) city employees is to take effect on January 1, 2015.

Section 4. The 2015 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 2015 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 Fund, 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.

Adopted by the Council on this 9<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
Mayor Margaret Harto

ATTESTED:

PUBLISHED: December 12, 2014

EFFECTIVE: December 17, 2014

\_\_\_\_\_  
Sharon Scott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sara Springer, City Attorney

# ORDINANCE NO. 17-14 EXHIBIT A

	<u>General Fund</u>	<u>Street Fund</u>	<u>Development Services Fund</u>	<u>Parks 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, 2015	\$ 4,176,665	\$ 436,072	\$ 2,436,070	\$ 224,078	\$ 7,847,483	\$ 1,848,931	\$ 1,392,129
Projected Revenues:	9,443,985	607,150	1,255,163	1,398,834	2,170,832	1,602,040	8,600
Projected Expenditures:	<u>(7,299,483)</u>	<u>(1,075,478)</u>	<u>(1,099,538)</u>	<u>(2,450,509)</u>	<u>(2,380,655)</u>	<u>(2,108,835)</u>	<u>-</u>
Fund Transfers In:	35,165	476,633	-	1,223,313	-	-	-
Fund Transfers (Out):	<u>(2,599,286)</u>	<u>-</u>	<u>-</u>	<u>(27,484)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(419,619)</u>	<u>8,305</u>	<u>155,625</u>	<u>144,154</u>	<u>(209,823)</u>	<u>(506,795)</u>	<u>8,600</u>
Base Budget Projected Ending Fund Balances, December 31, 2015	<u>\$ 3,757,046</u>	<u>\$ 444,377</u>	<u>\$ 2,591,695</u>	<u>\$ 368,232</u>	<u>\$ 7,637,660</u>	<u>\$ 1,342,136</u>	<u>\$ 1,400,729</u>
<b>Decision Packages:</b>							
Decision Packages Expenditures:	(145,100)	(14,835)	-	(118,990)	(45,515)	(684,650)	-
Related Revenues	-	-	-	(32,292)	-	334,650	-
Fund Transfers In:	-	-	-	40,000	-	350,000	-
Fund Transfers (Out):	<u>(390,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Debt Proceeds:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Decision Packages	<u>(535,100)</u>	<u>(14,835)</u>	<u>-</u>	<u>(111,282)</u>	<u>(45,515)</u>	<u>-</u>	<u>-</u>
Assigned Ending Fund Balance	1,884,255	-	-	-	-	152,876	-
Adjusted Ending Fund Balances, December 31, 2015	<u>\$ 1,337,691</u>	<u>\$ 429,542</u>	<u>\$ 2,591,695</u>	<u>\$ 256,950</u>	<u>\$ 7,592,145</u>	<u>\$ 1,189,260</u>	<u>\$ 1,400,729</u>
Totals for Budget Ordinance Sources	\$ 13,655,815	\$ 1,519,855	\$ 3,691,233	\$ 2,853,933	\$ 10,018,315	\$ 4,135,621	\$ 1,400,729
Totals for Budget Ordinance Uses	\$ (13,655,815)	\$ (1,519,855)	\$ (3,691,233)	\$ (2,853,933)	\$ (10,018,315)	\$ (4,135,621)	\$ (1,400,729)

# 2015

City of Covington  
Adopted - By Fund  
For the Fiscal Year 2015

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
\$ 421,216	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ 233,227	\$ 740,959	\$ 19,757,080
-	175,040	175,040	35,665	-	-	48,032	160,896	17,081,277
-	-	-	(500)	-	(1,276,904)	(50,000)	(73,308)	(17,815,210)
-	-	-	-	35,165	1,276,904	-	-	3,047,180
-	(175,040)	(175,040)	(35,165)	(35,165)	-	-	-	(3,047,180)
-	-	-	-	-	-	(1,968)	87,588	(733,933)
\$ 421,216	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ 231,259	\$ 828,547	\$ 19,023,147
-	-	-	-	-	-	-	-	(1,009,090)
-	-	-	-	-	-	-	10,000	312,358
-	-	-	-	-	-	-	-	390,000
-	-	-	-	-	-	-	-	(390,000)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	10,000	(696,732)
-	-	-	-	-	-	-	-	2,037,131
\$ 421,216	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ 231,259	\$ 838,547	\$ 16,289,284
\$ 421,216	\$ 175,040	\$ 175,040	\$ 35,915	\$ 35,165	\$ 1,276,904	\$ 281,259	\$ 911,855	\$ 40,587,895
\$ (421,216)	\$ (175,040)	\$ (175,040)	\$ (35,915)	\$ (35,165)	\$ (1,276,904)	\$ (281,259)	\$ (911,855)	\$ (40,587,895)

**ORDINANCE NO. 17-14  
EXHIBIT B**

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

<b>Position</b>	<b>Salary Range Annual</b>	
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
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
Parks Planner	\$ 66,764	- \$ 79,720

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

<b>Position</b>	<b>Salary Range</b>		<b>Annual</b>
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
Accounting Clerk	\$ 52,883	-	\$ 63,145
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
Maintenance Worker (Seasonal)	\$ 27,858	-	\$ 33,265

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

<b>Position</b>	<b>Salary Range Annual</b>
Lifeguard	\$ 26,552 - \$ 31,704
Referee	\$ 21,370 - \$ 25,517
Recreation Aide	\$12/hr flat rate
Office Assistant	\$12/hr flat rate

## **DISCUSSION OF FUTURE AGENDA TOPICS:**

**7:00 p.m., Tuesday, December 23, 2014 Regular Meeting**

**6:00 p.m., Tuesday, January 13, 2015 Special Meeting –  
Joint Study Session with Planning Commission**

**7:00 p.m., Tuesday, January 13, 2015 Regular Meeting**

**(Draft Agendas Attached)**



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

[www.covingtonwa.gov](http://www.covingtonwa.gov)

**Tuesday December 23, 2014  
7:00 p.m.**

**City Council Chambers  
16720 SE 271<sup>st</sup> Street, Suite 100, Covington**

**CALL CITY COUNCIL REGULAR MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**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 (Scott)

C-2. Vouchers (Hendrickson)

**REPORTS OF COMMISSIONS**

- Parks & Recreation Chair Steven Pand: November 19 & December 17 meetings.
- Arts Chair Lesli Cohan: December 11 meeting.
- Planning Chair Sean Smith: December 18 meeting; December 4 meeting canceled.
- Economic Development Council Co-Chair Jeff Wagner: December 4 meeting.
- **Future Meetings:** Human Services December 11 meeting canceled; next meeting January 8

**NEW BUSINESS - NONE**

**COUNCIL/STAFF COMMENTS - Future Agenda Topics**

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

**EXECUTIVE SESSION – If Needed**

**ADJOURN**



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

Council Chambers – 16720 SE 271<sup>st</sup> Street, Suite 100, Covington  
[www.covingtonwa.gov](http://www.covingtonwa.gov)

**Tuesday, January 13, 2015 – 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 2015 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](http://www.covingtonwa.gov)

**Tuesday, January 13, 2015  
7:00 p.m.**

**City Council Chambers  
16720 SE 271<sup>st</sup> Street, Suite 100, Covington**

*Note: A Joint Meeting with the Planning Commission is scheduled from 6:00 to 7:00 p.m.*

**CALL CITY COUNCIL REGULAR MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**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 18, 2014; 7:00 p.m. Special Meeting; November 25, 2014 Regular Meeting; and December 9, 2014 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Appointments to Council's Commission Interview Sub Committees (Council)
- C-4. Appointments to Council's Audit Committee (Hendrickson)
- C-5. Appointments to Council's Commission Exit Interview Sub Committee (Council)
- C-6. Appointments to 2015 Representatives to Regional Boards and Committees (Council)

**NEW BUSINESS**

- 1. Consider Appointment to Arts Commission (Council)
- 2. Set Date to Consider Initiation of an Annexation for Hawk Property (Hart)
- 3. Interview City Council Candidates (Council)
- 4. Consider Appointment of City Councilmember (Council)

**COUNCIL/STAFF COMMENTS - Future Agenda Topics**

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

**EXECUTIVE SESSION – If Needed**

**ADJOURN**

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