

Covington: Unmatched quality of life  
**CITY OF COVINGTON**  
**CITY COUNCIL REGULAR MEETING AGENDA**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)



**Tuesday, December 11, 2012**  
**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** *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment is not intended for conversation or debate. Comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.\**

**APPROVE CONSENT AGENDA**

- C-1. Minutes: November 27, 2012 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Accept Woodbridge Final Plat (Hart/Lyons)
- C-4. Execute an Agreement for Recycling Events for 2013 (Akramoff)
- C-5. Pass Ordinance Adopting a 2012 Budget Amendment (Hendrickson)
- C-6. Execute Amendment to Agreement for Landscaping Services (Akramoff)

**CONTINUED BUSINESS**

- 1. Consider 2013 Legislative Agenda (Matheson)

**NEW BUSINESS**

- 2. Approve Interlocal Agreement with Kent Regional Fire Authority for Fire Marshal, International Fire Code (IFC), and Fire Investigative Services (Hart)
- 3. Consider Right of First Offer to Purchase Covington Elementary School (Springer)
- 4. Consider Ordinance Adopting the CY2013 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**

*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 service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial 253-480-2400.*

**Consent Agenda Item C-1**

Covington City Council Meeting

Date: December 11, 2012

SUBJECT: APPROVAL OF MINUTES: NOVEMBER 27, 2012 CITY COUNCIL  
REGULAR MEETING MINUTES.

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds, to approve the November 27, 2012 City Council Regular  
Meeting Minutes.**

**City of Covington  
Regular City Council Meeting Minutes  
Tuesday, November 27, 2012**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington, Washington, Tuesday, November 27, 2012, at 7:05 p.m., with Mayor Harto presiding.

**COUNCILMEMBERS PRESENT:**

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

**COUNCILMEMBERS ABSENT:**

Marlla Mhoon and Wayne Snoey.

**STAFF PRESENT:**

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

**Council Action: Councilmember Scott moved and Councilmember Wagner seconded to excuse Councilmember Mhoon who was recuperating from an injury and Councilmember Snoey who was ill. Vote: 5-0. Motion carried.**

Mayor Harto opened the meeting with the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

**Council Action: Councilmember Lucavish moved and Councilmember Lanza seconded to approve the Agenda. Vote: 5-0. Motion carried.**

**PUBLIC COMMUNICATION:**

Executive Director Deanna Dawson gave a presentation on Sound Cities Association, providing background information on the recent name change from Suburban Cities Association to Sound Cities Association. Ms. Dawson also provided three handouts regarding SCA to Council.

**PUBLIC COMMENT:**

Mayor Harto called for public comments.

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

**APPROVE CONSENT AGENDA:**

C-1. Minutes: November 13, 2012 Regular Meeting Minutes.

- C-2. Vouchers: Vouchers #28514--28579, in the Amount of \$399,018.13, Dated November 14, 2012; and Paylocity Payroll Checks #1000863884-1000863900 Inclusive, Plus Employee Direct Deposits in the Amount of \$141,726.36, Dated November 21, 2012.
- C-3. Accept Department of Commerce Aquatics Renovation Grant.
- C-4. Accept King Conservation District Parks Grant.

**Council Action: Councilmember Wagner moved and Councilmember Lucavish seconded to approve the Consent Agenda. Vote: 5-0. Motion carried.**

**REPORTS OF COMMISSIONS:**

**Human Services Commission** – Chair Haris Ahmad reported on the November 8 meeting.

**Arts Commission** – Chair Sandy Bisordi reported on the November 8 meeting.

**Budget Priorities Advisory Committee** – Finance Director Rob Hendrickson reported on the November 7 meeting. The November 21 meeting was rescheduled to November 28.

**Parks & Recreation Commission** – Chair Steven Pand reported on the November 7 special meeting.

**Planning Commission** – Community Development Director Richard Hart reported on the November 1 and November 15 meetings.

**Economic Development Council** – Co-Chair Jeff Wagner reported on the October 25 meeting. The November 22 meeting was canceled.

**PUBLIC HEARING:**

1. Receive Testimony Regarding Proposed Fiscal Year 2013 Budget.

Mayor Harto called for public comments for the public hearing.

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

**CONTINUED BUSINESS:**

2. Continue 2013 Budget Deliberations.

Public Works Director Glenn Akramoff provided follow-up on information technology related issues, plotter replacement options, and parks maintenance options.

**NEW BUSINESS:**

3. Consider Ordinance Setting the 2012 Property Tax Levy for Collection in 2013.

ORDINANCE NO. 16-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE REGULAR PROPERTY TAX LEVY FOR 2012 FOR COLLECTION IN 2013.

**Council Action: Councilmember Wagner moved and Councilmember Lanza seconded to pass Ordinance No 16-12 setting the 2012 property tax levy for collection in 2013 at \$2,380,000. Vote: 5-0. Motion carried.**

4. Consider Ordinance Authorizing a Property Tax Increase.

ORDINANCE NO. 17-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, SPECIFICALLY AUTHORIZING A PROPERTY TAX INCREASE IN TERMS OF BOTH DOLLARS AND PERCENTAGES AS REQUIRED BY RCW 84.55.120.

**Council Action: Councilmember Scott moved and Councilmember Wagner seconded to pass Ordinance No 17-12 authorizing a property tax increase of one percent (1.0%) or \$23,033 as required by RCW 84.55.120. Vote: 5-0. Motion carried.**

5. Report on Proposed Scope of Work on Northern Gateway Area Study Phase II.

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

Councilmembers provided comments and asked questions, and Mr. Hart and Mr. Colin Lund with Oakpoint Holdings provided responses.

6. Write-Off of Uncollectible Federal and County Surface Water Management Drainage Fees.

**Council Action: Councilmember Wagner moved and Councilmember Scott seconded to write-off \$900,066.93 in uncollectible accounts receivable. Vote: 5-0. Motion carried.**

**COUNCIL/STAFF COMMENTS:**

Councilmembers and staff discussed Future Agenda Topics and made comments.

Public Works Director Glenn Akramoff reminded Council of the grant the city received from Washington State Department of Transportation in the amount of \$250,000 for intersection safety. Mr. Akramoff reported that as part of that grant process to begin receiving the funds and start design, the city manager's and mayor's signatures are required.

**Council Action: There was Council consensus to have the city manager and mayor sign the intersection safety grant received from Washington State Department of Transportation to begin receiving funds and start the project.**

Councilmember Scott suggested that a fund be created to send flowers to councilmembers for certain life events such as illnesses and celebrations by deducting \$2 from each councilmember's paycheck each pay period.

**Council Action: There was Council consensus to direct staff to create a flower fund from voluntary contributions out of councilmembers' paychecks.**

Mayor Harto announced two Sound Cities Association events occurring in December. Mayor Harto indicated she would attend the Public Issues Committee on December 12 as the alternate for Councilmember Mhoon. Mayor Harto further indicated that both Councilmember Wagner and she were already committed to other events on the evening of the South Caucus on December 5 at 7 p.m. at the Kent Senior Center to elect members to the board of SCA. Mayor Harto asked Councilmember Scott to represent the city, and he agreed pending a check of his schedule.

Mayor Harto announced the date of the Kent School District Technology Expo as January 24, 2013, 6:00 p.m. at ShoWare Center in Kent.

**PUBLIC COMMENTS:**

Mayor Harto called for public comments.

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

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:45 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 11, 2012

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #28580—28637 and Voided Voucher #28638, in the Amount of \$601,197.93, Dated November 26, 2012; Vouchers #28640-28640 and Voided Voucher #28639, in the Amount of \$38,492.72, Dated December 5, 2012; and Paylocity Payroll Checks #1000893792-1000893806 Inclusive, Plus Employee Direct Deposits in the Amount of \$138,608.41, Dated December 7, 2012.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to approve for payment: Vouchers #28580—28637 and Voided Voucher #28638, in the Amount of \$601,197.93, Dated November 26, 2012; Vouchers #28640-28640 and Voided Voucher #28639, in the Amount of \$38,492.72, Dated December 5, 2012; and Paylocity Payroll Checks #1000893792-1000893806 Inclusive, Plus Employee Direct Deposits in the Amount of \$138,608.41, Dated December 7, 2012.**

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November 26, 2012

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 28580 Through Check # 28637  
And Voided Check # 28638

In the Amount of \$601,197.93

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

\_\_\_\_\_  
Cassandra Parker  
Accountant

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

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

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

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

# Accounts Payable

## Checks by Date - Detail By Check Date

User: scles  
 Printed: 11/28/2012 - 2:22 PM



			Check Amount
Check No:	28580	Check Date: 11/26/2012	
Vendor:	2547	Alexander Party Rentals	
1-305606-08		Hollydaze; stage/canopy rental	1,178.57
			<hr/> 1,178.57
Check No:	28581	Check Date: 11/26/2012	
Vendor:	1705	Alpine Products, Inc.	
TM-128782		Tree lighting signs	434.72
			<hr/> 434.72
Check No:	28582	Check Date: 11/26/2012	
Vendor:	1265	American Locker Security	
484496		Aquatics; locker tokens, wristbands	101.20
484496		Aquatics; locker tokens, wristbands, use tax	-8.01
			<hr/> 93.19
Check No:	28583	Check Date: 11/26/2012	
Vendor:	0254	American Public Works Assoc	
0254-11		Junkin; APWA Institute, application fee	10.00
0254-11		Junkin; APWA Institute, application fee	20.00
0254-11		Junkin; APWA Institute, application fee	20.00
			<hr/> 50.00
Check No:	28584	Check Date: 11/26/2012	
Vendor:	0955	American Red Cross	
10174312		Aquatics; swim coach safety training	22.80
			<hr/> 22.80
Check No:	28585	Check Date: 11/26/2012	
Vendor:	0019	AWC Employee Benefits Trust	
100315L122012		Medical Insurance Premiums, December	8,333.28
100315L122012		Medical Insurance Premiums, December	6,072.38
100315L122012		Medical Insurance Premiums, December	2,049.73
100315L122012		Medical Insurance Premiums, December	1,999.90
100315L122012		Medical Insurance Premiums, December	1,397.18
100315L122012		Medical Insurance Premiums, December	5,651.88
100315L122012		Medical Insurance Premiums, December	1,461.80
100315L122012		Medical Insurance Premiums, December	2,233.17
100315L122012		Medical Insurance Premiums, December	515.36
100315L122012		Medical Insurance Premiums, December	805.64
100315L122012		Medical Insurance Premiums, December	4,778.73
100315L122012		Medical Insurance Premiums, December	8,390.88
			<hr/> 43,689.93
Check No:	28586	Check Date: 11/26/2012	
Vendor:	2105	Rachel Bahl	
2105-11		Bahl; WRPA conference, mileage/per diem	56.33

			Check Amount
			56.33
Check No:	28587	Check Date: 11/26/2012	
Vendor:	1909	Boilermasters, Inc.	
11339		Aquatics; boiler service	542.03
			542.03
Check No:	28588	Check Date: 11/26/2012	
Vendor:	1868	The Brickman Group Ltd, LLC	
5102374703		Tree replacement; 180th Avenue SE	722.19
5102374705		Tree replacement; SE 256th	722.19
5102374724		Tree replacement; SE 270th Place	722.19
5102374726		Tree replacement; 165th Place SE	722.19
5102374728		Trees replacement; 180th Avenue SE	2,166.57
			5,055.33
Check No:	28589	Check Date: 11/26/2012	
Vendor:	2548	Dallas Bryan	
R12-010235		#B12-0077; refund	264.00
			264.00
Check No:	28590	Check Date: 11/26/2012	
Vendor:	2270	CenturyLink	
26317966698B		City hall; telephone, 11/13-12/13/12	47.17
			47.17
Check No:	28591	Check Date: 11/26/2012	
Vendor:	0366	City of Covington	
B12-0163		Building permit; Hollydaze	173.85
			173.85
Check No:	28592	Check Date: 11/26/2012	
Vendor:	0366	City of Covington	
0366-11		SWM Utility tax; October	32,451.19
			32,451.19
Check No:	28593	Check Date: 11/26/2012	
Vendor:	1091	Complete Office Solutions	
882961-0		Storage files	173.08
882961-0		Poly zip bags	68.59
			241.67
Check No:	28594	Check Date: 11/26/2012	
Vendor:	0184	Cordi & Bejarano	
138		Public defender services; 11/2-11/16/12	2,780.00
			2,780.00
Check No:	28595	Check Date: 11/26/2012	
Vendor:	0537	Covington Water District	
104587-11		Crystal view; water, 10/2-11/16/12	23.95
105731-11		SR 516; water, 10/20-11/16/12	45.80
107666-11		Community park; water, 9/22-11/16/12	33.65
108188-11		Skate park; water, 9/22-11/16/12	47.90
115324-11		Aquatics; water, 9/22-11/16/12	1,092.57
122505-11		Maint shop; water, 9/22-11/16/12	28.36
122505-11		Maint shop; water, 9/22-11/16/12	14.19
122505-11		Maint shop; water, 9/22-11/16/12	28.36

132669-11	Community park; water, 10/2-11/16/12	39.35
132670-11	Community park; water, 10/20-11/16/12	419.64
		<hr/>
		1,773.77
Check No:	28596 Check Date: 11/26/2012	
Vendor:	0537 Covington Water District	
T&M 5552	CIP 1010; final calculation of water meters	1,714.21
		<hr/>
		1,714.21
Check No:	28597 Check Date: 11/26/2012	
Vendor:	1983 De Lage Landen Financial Srvcs	
15940680	Copier lease, 11/15-12/14/12	120.08
		<hr/>
		120.08
Check No:	28598 Check Date: 11/26/2012	
Vendor:	2549 Emerald City Ringers	
1009	Hollydaze performance, 12/1/12	500.00
		<hr/>
		500.00
Check No:	28599 Check Date: 11/26/2012	
Vendor:	1996 Facility Maintenance Contractors	
SALES01465 121115	Maint shop; janitorial service	101.60
SALES01465 121115	Maint shop; janitorial service	50.80
SALES01465 121115	Maint shop; janitorial service	101.60
		<hr/>
		254.00
Check No:	28600 Check Date: 11/26/2012	
Vendor:	1876 John Gaudette	
1876-11	Gaudette; Fleet seminar, mileage, parking	7.05
1876-11	Gaudette; Fleet seminar, mileage, parking	14.09
1876-11	Gaudette; Fleet seminar, mileage, parking	14.09
		<hr/>
		35.23
Check No:	28601 Check Date: 11/26/2012	
Vendor:	2096 Geoline, Inc.	
316924	Battery for GPS unit	153.08
		<hr/>
		153.08
Check No:	28602 Check Date: 11/26/2012	
Vendor:	0302 Gray & Osborne	
10445.00-21	CIP 1026; Aqua Vista, 10/14-11/10/12	4,163.88
		<hr/>
		4,163.88
Check No:	28603 Check Date: 11/26/2012	
Vendor:	1799 Griffis Heating, Inc.	
16283	Minor housing repair; #DARI-18-12	3,495.96
		<hr/>
		3,495.96
Check No:	28604 Check Date: 11/26/2012	
Vendor:	1722 Honey Bucket	
1-567199	Skate park; portable toilet, 11/5-12/4/12	204.75
		<hr/>
		204.75
Check No:	28605 Check Date: 11/26/2012	
Vendor:	1997 HSBC Business Solutions	
133899945211	City hall; paper products, batteries, creamer, soap	268.00
133899945211	Maint shop; coffee	5.05

133899945211	Maint shop; coffee	5.05
133899945211	Maint shop; coffee	2.53
		<hr/>
		280.63
Check No:	28606 Check Date: 11/26/2012	
Vendor:	1342 Integra Telecom	
512620-11	Maint shop; telephone, 11/8-12/7/12	174.02
512620-11	Maint shop; telephone, 11/8-12/7/12	174.02
512620-11	Maint shop; telephone, 11/8-12/7/12	87.00
512620-11	Aquatics; telephone, 11/8-12/7/12	88.55
512620-11	City hall; telephone, 11/8-12/7/12	1,190.74
		<hr/>
		1,714.33
Check No:	28607 Check Date: 11/26/2012	
Vendor:	2116 International E-Z UP, Inc.	
INV092134	Canopy weights	277.51
INV092134	Canopy weights, use tax	-21.98
		<hr/>
		255.53
Check No:	28608 Check Date: 11/26/2012	
Vendor:	1514 King County District Court	
8014417	Ridley Case #411125969, city filing fee	295.00
		<hr/>
		295.00
Check No:	28609 Check Date: 11/26/2012	
Vendor:	0143 King County Finance	
196447	Jail costs; 10/1-10/31/12	660.05
2009589	King County Animal Control	33,348.00
9698-9703	Street services; 10/1-10/31/12	26.07
9698-9703	CIP 1010, temp land use signs; 10/1-10/31/12	876.80
9831-9831	Street services; 10/1-10/31/12	1,229.94
9832-9834	Street services; 10/1-10/31/12	13,511.74
		<hr/>
		49,652.60
Check No:	28610 Check Date: 11/26/2012	
Vendor:	0641 King County Sheriff's Office	
12-454	Police services; October	246,575.00
12-454	Sheriffs office; lease, October	-1,879.17
		<hr/>
		244,695.83
Check No:	28611 Check Date: 11/26/2012	
Vendor:	2490 Law Office of Theresa and Phillip Griffin	
2490-11	Public defender; video court, October	1,250.00
		<hr/>
		1,250.00
Check No:	28612 Check Date: 11/26/2012	
Vendor:	1878 MacLeod Reckord	
6603	CIP 1010; Phs 1, 10/1-10/31/12	5,947.54
		<hr/>
		5,947.54
Check No:	28613 Check Date: 11/26/2012	
Vendor:	2523 Maple Valley Truck & Equipment	
4580	#3307; repair/maint parts	1,341.42
4584	#3307; repair/maint labor	2,910.48
		<hr/>
		4,251.90
Check No:	28614 Check Date: 11/26/2012	

Vendor:	1796 Robert Meyers		
1796-11	Meyers; reimbursement inspector exam fees		360.00
			<hr/>
			360.00
Check No:	28615	Check Date:	11/26/2012
Vendor:	2550 Motorplex Pro-Tow		
70035	#2909; lube/oil service		67.34
70037	#2578; lube/oil service		44.28
70041	#2900; lube/oil service		46.45
70063	#2883; lube/oil service		52.19
			<hr/>
			210.26
Check No:	28616	Check Date:	11/26/2012
Vendor:	0305 Net Venture		
718742	Business hosting; 11/27/12-2/26/13		92.19
			<hr/>
			92.19
Check No:	28617	Check Date:	11/26/2012
Vendor:	2551 Austin Niesner		
106.9595.002	Refund; swim instructor training		230.00
			<hr/>
			230.00
Check No:	28618	Check Date:	11/26/2012
Vendor:	2524 Northwest Tri & Bike		
8267	Resale items; silicone caps		33.18
			<hr/>
			33.18
Check No:	28619	Check Date:	11/26/2012
Vendor:	2535 The Part Works, Inc.		
347369	Aquatics; metering motor assembly		468.12
			<hr/>
			468.12
Check No:	28620	Check Date:	11/26/2012
Vendor:	2511 Professional Audio Enterprise		
2511-11	Hollydaze; DJ, 12/1/12		350.00
			<hr/>
			350.00
Check No:	28621	Check Date:	11/26/2012
Vendor:	2543 Scooter's Custom Catering		
641	Budget workshop; lunch		470.31
			<hr/>
			470.31
Check No:	28622	Check Date:	11/26/2012
Vendor:	2474 SCORE		
210	Jail costs; October		13,230.00
			<hr/>
			13,230.00
Check No:	28623	Check Date:	11/26/2012
Vendor:	1905 Sharp Electronics Corporation		
C761507-701	Copier; usage, 10/16-11/14/12		24.16
C761507-701	Copier; usage, 10/16-11/14/12		36.24
			<hr/>
			60.40
Check No:	28624	Check Date:	11/26/2012
Vendor:	1903 Sound Publishing, Inc.		
500163	Weekly bulletins; 10/5, 10/12		647.20
500163	Monthly full page ad		1,402.25

			Check Amount
			2,049.45
Check No:	28625	Check Date: 11/26/2012	
Vendor:	0062	Suburban Cities Association	
2245		Wagner; SCA dinner meeting	45.00
			45.00
Check No:	28626	Check Date: 11/26/2012	
Vendor:	0150	Tab Products Co	
2139130		Labels	545.26
			545.26
Check No:	28627	Check Date: 11/26/2012	
Vendor:	2500	Tetra Tech, Inc.	
50616402		CIP 1127; engineering, 8/25-9/28/12	151,490.79
			151,490.79
Check No:	28628	Check Date: 11/26/2012	
Vendor:	2103	US Bancorp Equip Finance Inc.	
215331596		Copier; lease	101.89
			101.89
Check No:	28629	Check Date: 11/26/2012	
Vendor:	0146	USPS	
0146-11		Public works; postage	23.13
0146-11		Public works; postage	23.13
0146-11		Executive; postage	67.63
0146-11		Finance; postage	534.55
0146-11		Community Development; postage	244.47
0146-11		Development Services; postage	240.42
0146-11		Police; postage	10.66
0146-11		Recreation; postage	84.35
0146-11		Aquatics; postage	24.95
0146-11		Streets; postage	3.25
0146-11		Personnel; postage	185.11
0146-11		SWM; postage	36.20
0146-11		Central Services; postage	4.50
0146-11		Parks; postage	11.46
			1,493.81
Check No:	28630	Check Date: 11/26/2012	
Vendor:	0819	Don Vondran	
0819-11		Vondran; ADA standards workshop; per diem	12.78
0819-11		Vondran; ADA standards workshop; per diem	8.52
			21.30
Check No:	28631	Check Date: 11/26/2012	
Vendor:	1408	Washington Workwear Stores Inc.	
864		Slate; sweater, jacket, shirt	154.08
865		Thomas; work boots	135.74
866		Thomas; sweatshirt	44.40
			334.22
Check No:	28632	Check Date: 11/26/2012	
Vendor:	1441	Watson Security	
5398RED		Repair community room door lock	260.87

			Check Amount
			260.87
Check No:	28633	Check Date: 11/26/2012	
Vendor:	1496	Dan Wesley	
1496-11		Wesley; ADA standards workshop; per diem	21.30
			21.30
Check No:	28634	Check Date: 11/26/2012	
Vendor:	2552	Westport Group	
R12-010232		#B11-0209; overpayment	209.00
			209.00
Check No:	28635	Check Date: 11/26/2012	
Vendor:	2506	Wilson Fleet Services	
C57579		#3390 Ford F550, replaces #2764	16,988.25
C57579B		#3390; service	4,124.23
			21,112.48
Check No:	28636	Check Date: 11/26/2012	
Vendor:	2371	WWGCSA	
8444		Dalton; pesticide recertification seminar	17.00
8444		Dalton; pesticide recertification seminar	34.00
8444		Dalton; pesticide recertification seminar	34.00
			85.00
Check No:	28637	Check Date: 11/26/2012	
Vendor:	1894	Diana Ziolkowski	
1894-11		Facility monitor; 11/14, 11/18, 11/25	84.00
			84.00
Date Totals:			601,197.93
Report Total:			601,197.93

December 5, 2012

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 28640 Through Check # 28640  
And Voided Check # 28639

In the Amount of \$38,492.72

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

\_\_\_\_\_  
Cassandra Parker  
Accountant

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

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

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

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

# Accounts Payable

## Checks by Date - Detail By Check Date

User: scles  
Printed: 12/5/2012 - 6:54 AM



			Check Amount
Check No:	28640	Check Date: 12/05/2012	
Vendor:	0706	Covington Retail Associates	
3907		1st floor; building lease, December	24,477.83
3907		1st floor; operating expenses, December	9,435.61
3908		2nd floor; building lease, December	3,122.75
3908		2nd floor; operating expenses, December	1,456.53
			<hr/>
			38,492.72
			<hr/>
Date Totals:			38,492.72
			<hr/>
			<hr/>
Report Total:			38,492.72
			<hr/>
			<hr/>

December 7, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 12/07/12 consisting of:

PAYLOCITY CHECK # 1000893792 through PAYLOCITY CHECK # 1000893806 inclusive, plus employee direct deposits

IN THE AMOUNT OF \$138,608.41

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

\_\_\_\_\_  
 Robert M. Hendrickson  
 Finance Director

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

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

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

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

**12/7/12 Payroll Voucher**

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104102	Regular	12/7/2012	Bates, Krista	116.36
104103	Regular	12/7/2012	Kirshenbaum, Kathleen	537.64
104104	Regular	12/7/2012	Lyon, Valerie	1,449.52
104105	Regular	12/7/2012	Matheson, Derek M	4,389.35
104106	Regular	12/7/2012	Mhoon, Darren S	1,315.08
104107	Regular	12/7/2012	Michaud, Joan M	1,806.60
104108	Regular	12/7/2012	Scott, Sharon G	2,654.18
104109	Regular	12/7/2012	Slate, Karla J	2,284.71
104110	Regular	12/7/2012	Hart, Richard	3,429.74
104111	Regular	12/7/2012	Cles, Staci M	1,717.16
104112	Regular	12/7/2012	Hagen, Lindsay K	1,369.83
104113	Regular	12/7/2012	Hendrickson, Robert	3,555.37
104114	Regular	12/7/2012	Parker, Cassandra	2,306.38
104115	Regular	12/7/2012	Allen, Joshua C	783.62
104116	Regular	12/7/2012	Dalton, Jesse J	1,771.84
104117	Regular	12/7/2012	Fealy, William J	2,135.09
104118	Regular	12/7/2012	Gaudette, John J	2,277.50
104119	Regular	12/7/2012	Junkin, Ross D	2,697.65
104120	Regular	12/7/2012	Wesley, Daniel A	2,032.54
104121	Regular	12/7/2012	Bykonen, Brian D	2,953.33
104122	Regular	12/7/2012	Christenson, Gregg R	2,631.52
104123	Regular	12/7/2012	Lyons, Salina K	2,006.17
104124	Regular	12/7/2012	Meyers, Robert L	3,109.51
104125	Regular	12/7/2012	Ogren, Nelson W	2,578.09
104126	Regular	12/7/2012	Thompson, Kelly	1,867.52
104127	Regular	12/7/2012	Morrissey, Mayson	2,610.66
104128	Regular	12/7/2012	Bahl, Rachel A	1,588.97
104129	Regular	12/7/2012	Martinsons, Jaquelyn	235.38
104130	Regular	12/7/2012	Newton, Ethan A	2,020.14
104131	Regular	12/7/2012	Patterson, Clifford	2,355.78
104132	Regular	12/7/2012	Thomas, Scott R	3,326.62
104133	Regular	12/7/2012	Akramoff, Glenn A	3,379.37
104134	Regular	12/7/2012	Bates, Shellie L	1,818.82
104135	Regular	12/7/2012	Buck, Shawn M	1,474.58
104136	Regular	12/7/2012	French, Fred	595.82
104137	Regular	12/7/2012	Parrish, Benjamin A	1,735.11
104138	Regular	12/7/2012	Vondran, Donald M	3,365.95
104139	Regular	12/7/2012	Andrews, Kaitlyn E	90.01
104140	Regular	12/7/2012	Blakely, Coleman P.	64.22
104141	Regular	12/7/2012	Campbell, Noel M	105.37
104142	Regular	12/7/2012	Cox, Melissa	434.44
104143	Regular	12/7/2012	Cranstoun, Alexander M	5.35
104144	Regular	12/7/2012	Felcyn, Adam	288.27
104145	Regular	12/7/2012	Foxworthy, Rebecca	97.56
104146	Regular	12/7/2012	Houghton, Cassandra L	343.21
104147	Regular	12/7/2012	Kim, Tabitha J	57.66
104148	Regular	12/7/2012	Kiselyov, Tatyana	450.10

104149 Regular	12/7/2012	Loeppky, Janna	388.51
104150 Regular	12/7/2012	MacConaghy, Hailey	451.97
104151 Regular	12/7/2012	Mooney, Lynell	261.69
104152 Regular	12/7/2012	Praggastis, Alexander	257.35
104153 Regular	12/7/2012	Reese, Rachel E	56.20
104154 Regular	12/7/2012	Tomalik, Stefan A	64.22
104155 Regular	12/7/2012	Tran, Jenifer	265.41
104156 Regular	12/7/2012	von Michalofski, Kayla M	64.56
104157 Regular	12/7/2012	Wardrip, Spencer A	181.36
104158 Regular	12/7/2012	Beaufriere, Noreen	2,699.39
104159 Regular	12/7/2012	Throm, Victoria J	1,857.20
1000893792 Regular	12/7/2012	Newell, Nancy	27.70
1000893793 Regular	12/7/2012	Baughan, Jayson H.	63.40
1000893794 Regular	12/7/2012	Bell, Colin Q	188.09
1000893795 Regular	12/7/2012	Bowen, Joshua W	144.51
1000893796 Regular	12/7/2012	Carkeek, Lena	236.57
1000893797 Regular	12/7/2012	Cox, Cory R	74.92
1000893798 Regular	12/7/2012	Goldfoos, Rhyan	106.09
1000893799 Regular	12/7/2012	Johansen, Andrea	286.29
1000893800 Regular	12/7/2012	Mayes, Annika L	32.11
1000893801 Regular	12/7/2012	Miller, Amanda J	104.51
1000893802 Regular	12/7/2012	Panzer, Erika	529.80
1000893803 Regular	12/7/2012	Vieira, Logan G	201.50
1000893804 Regular	12/7/2012	Williams, Lauren C	69.58

**Totals for Payroll Checks 71 Items 88,832.62**

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104160	AGENCY	12/7/2012	ICMA Retirement Trust	14,209.17
104161	AGENCY	12/7/2012	Vantagepoint Transfer Agent-	358.78
104162	AGENCY	12/7/2012	City of Covington	2,819.11
104163	AGENCY	12/7/2012	Paylocity Corporation	125.00
104164	AGENCY	12/7/2012	City of Covington Employee	74.00
104165	AGENCY	12/7/2012	ICMA Retirement Trust	12,270.35
104166	AGENCY	12/7/2012	ICMA Retirement Trust	1,985.19
104167	AGENCY	12/7/2012	ICMA Retirement Trust	192.00
104168	AGENCY	12/7/2012	HRA VEBA Trust	1,020.00
1000893805	AGENCY	12/7/2012	WASH CHILD SUPPORT	110.41
1000893806	AGENCY	12/7/2012	United Way of King County	14.00

**Totals for Third Party 11 Items 33,178.01**

Tax Liabilities 16422.28  
Paylocity Fees 175.50

**Totals \$ 138,608.41**

## Consent Agenda Item C-3

Covington City Council Meeting

Date: December 11, 2012

**SUBJECT:** PROPOSED RESOLUTION APPROVING FINAL PLAT OF WOODBRIDGE  
LU11-0012/2106 FOR RECORDING.

**RECOMMENDED BY:** Richard Hart, Community Development Director  
Salina Lyons, Senior Planner

**ATTACHMENT(S):**

1. Proposed Resolution
  - a. Exhibit 1 – Woodbridge Final Plat Map
2. Mitigated Determination of Non-Significance dated October 21, 2011
3. Preliminary Plat Hearing Examiner Findings, Conclusions and Decision dated December 19, 2011

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

**EXPLANATION:**

**Overview**

On Aug.15, 2011, Andrew Goble, on behalf of Tritec Homes (Developer), submitted a Major Revision to the preliminary plat of Woodbridge (City File No. LU06-0080/2106). The Woodbridge Major Revision application modified the original preliminary plat from eight (8) lots, with a new local access street that would have extended west from 155th Ave. SE to a six (6) lot subdivision, where all lots take access from 155th Ave. SE. Water service is provided by King County Water District #111 and sewer service is provided by Soos Creek Water and Sewer District. Emergency Services are provided by the City of Covington and Kent Fire Department Regional Fire Authority. The site contains no environmentally critical areas. (Attachment 1)

The City issued a Determination of Non-Significance (DNS) for the preliminary plat revision on Oct. 21, 2011 (Attachment 2). The City of Covington hearing examiner held an open record public hearing on the proposal on Dec. 15, 2011. The examiner approved the plat subject to 41 conditions as noted in the Examiner's Report dated Dec. 19, 2011 (Attachment 3). The clearing and grading permit and Notice to Proceed for construction of the site improvements were issued on May 5, 2012.

**Site Improvements**

The lots will be accessed via individual driveways from 155th Ave. SE, a local access street that connects to SE 256th St. Stormwater facilities were constructed along the southern and western portions of the site, and shown as Tract A and the Public Storm Drainage Easement. The stormwater facility within the public storm drainage easement will be dedicated to the city upon completion of the two-year maintenance requirements and Tract A will be the responsibility of the owners of Lots 1-6. The developer will pay a fee-in-lieu of recreation space in the amount of \$24,750.00 upon approval of the final plat.

**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 Woodbridge, City File No. LU11-00012/2106 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 Woodbridge, City File No. LU11-00012/2106 for recording.**

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

**RESOLUTION NO. 12-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE FINAL PLAT OF WOODBRIDGE LU11-0012/2106 FOR RECORDING.**

**WHEREAS**, an application has been received by the City under Application No. LU11-0012/2106 for the final plat of Woodbridge; and

**WHEREAS**, the City of Covington issued a Determination of Non-Significance (DNS) for the preliminary plat on October 21, 2011, 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 December 15, 2011; and

**WHEREAS**, the Hearing Examiner issued a decision on December 19, 2011, 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 Woodbridge 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, previously posted, as set forth in the attached Exhibit 1.

**PASSED** in open and regular session on this 11th day of December 2012.

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

ATTESTED:

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

APPROVED AS TO FORM:

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



**Woodbridge**  
A Portion of the SE 1/4 of the SW 1/4 of  
Section 23, Township 22 North, Range 5 East  
Willamette Meridian, City of Covington, King County, Washington

**LEGAL DESCRIPTIONS**

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

LESS THE SOUTH 30 FEET FOR ROAD.  
LESS THE NORTH 272.83 FEET AND THE EAST 144.99 FEET THEREOF.

**PRIVATE STORM TREATMENT TRACT "A"**

THE STORM TREATMENT FACILITIES LOCATED WITHIN TRACT "A" SHOWN ON THE SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE BENEFIT OF LOTS 1 THROUGH 6 OF THE SUBDIVISION.  
THE CITY OF COVINGTON SHALL HAVE THE RIGHT TO ENTER SAID EASEMENT TO REPAIR ANY DEFICIENCIES OF THE STORM TREATMENT TRACT "A" IN THE EVENT THE OWNERS ARE NEGLIGENT IN THE MAINTENANCE OF THE STORM TREATMENT TRACT "A". THESE REPAIRS SHALL BE AT THE OWNER'S COST.

THE STORM TREATMENT TRACT "A" DEPICTED HEREON IS HEREBY DEDICATED AND CONVEYED TO THE OWNERS OF LOTS 1-6 BENEFITING FROM SAID TRACT, THEIR SUCCESSORS AND ASSIGNS. SAID LOT OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF SAID TRACT BENEFITING THEIR LOT. THE CITY OF COVINGTON SHALL HAVE THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS) TO ENTER SAID TRACT FOR THE PURPOSE OF OBSERVING AND MAINTAINING THE DRAINAGE FACILITIES CONTAIN WITHIN SAID TRACT.

THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR OPERATING, MAINTAINING AND REPAIRING THE DRAINAGE FACILITIES CONTAINED WITHIN SAID TRACT, AND ARE HEREBY REQUIRED TO OBTAIN ANY REQUIRED PERMITS, FROM THE CITY OF COVINGTON PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCESUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID TRACT.  
THIS COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID LOTS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

**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 TEN (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.

**CITY OF COVINGTON EASEMENT RESERVATION**

AN EASEMENT IS HEREBY RESERVED OVER AND THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC RIGHT OF WAY OF ALL LOTS AND TRACTS FOR UTILITY PURPOSES IN FAVOR OF THE CITY OF COVINGTON, ITS SUCCESSORS AND ASSIGNS (HEREINAFTER "GRANTEE"). 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.

**PLAT NOTES:**

1. TRANSPORTATION IMPACT FEES HAVE NOT BEEN PAID AND ARE DUE AT TIME OF BUILDING PERMIT APPROVAL. THE FEES WILL BE ASSESSED AT THE RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. SCHOOL IMPACT FEES HAVE NOT BEEN PAID AND ARE DUE AT TIME OF INDIVIDUAL BUILDING PERMIT ISSUANCE AT THE RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
3. MAINTENANCE OF LANDSCAPING STRIPS, INCLUDING STREET TREES, SEPARATING THE SIDEWALK FROM THE STREET SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE INDIVIDUAL LOT ADJACENT TO THE LANDSCAPING STRIP.
4. THE PUBLIC DRAINAGE EASEMENT DEPICTED ON LOT 6 IS HEREBY RESERVED AND GRANTED TO THE CITY OF COVINGTON FOR MAINTENANCE OF THE FACILITY. THE OWNERS OF LOT 6 SHALL NOT PERFORM ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITY WITHIN THE EASEMENT. REMOVAL OF ANY OBSTRUCTION TO THE EASEMENT WILL BE AT THE COST OF THE PROPERTY OWNERS.
5. THE RETAINING WALL IS HEREBY DEDICATED AND CONVEYED TO LOT 6, ITS SUCCESSORS AND ASSIGNS. MAINTENANCE OF THE RETAINING WALL IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
6. 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. ADDITIONALLY, GRADING AND CONSTRUCTION OF FENCING SHOWN ON THE PLAT MAP. UNLESS OTHERWISE APPROVED BY THE CITY OF COVINGTON.

**SETBACK NOTES:**

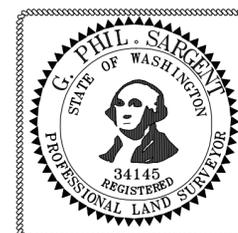
1. PLEASE REFER TO REQUIREMENTS OF THE CITY OF COVINGTON FOR COMPLETE INFORMATION OF ALL SETBACK REQUIREMENTS THAT MAY AFFECT THESE PARCELS.
2. BUILDING SETBACKS ARE FIELD VERIFIED AT THE TIME OF BUILDING PERMIT.

**REFERENCE SURVEY**

PLAT OF PRESTIGE PARKE DIV. 1, VOL. 194, PGS. 34 & 35  
RECORD OF SURVEY RECORDERS No. 199101309018

**SURVEYOR'S NOTES:**

1. THE METHOD OF MONUMENT LOCATION WAS FIELD TRAVERSE. THE INSTRUMENT USED WAS: LEICA ROBOTIC TOTAL STATION.
2. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS SET FORTH IN WAC332-130.
3. BASIS OF BEARING: MONUMENTED CENTERLINE OF 155th AVE. S.E. PER THE PLAT OF PRESTIGE PARKE DIV. 1., VOL. 194, PGS. 34 & 35

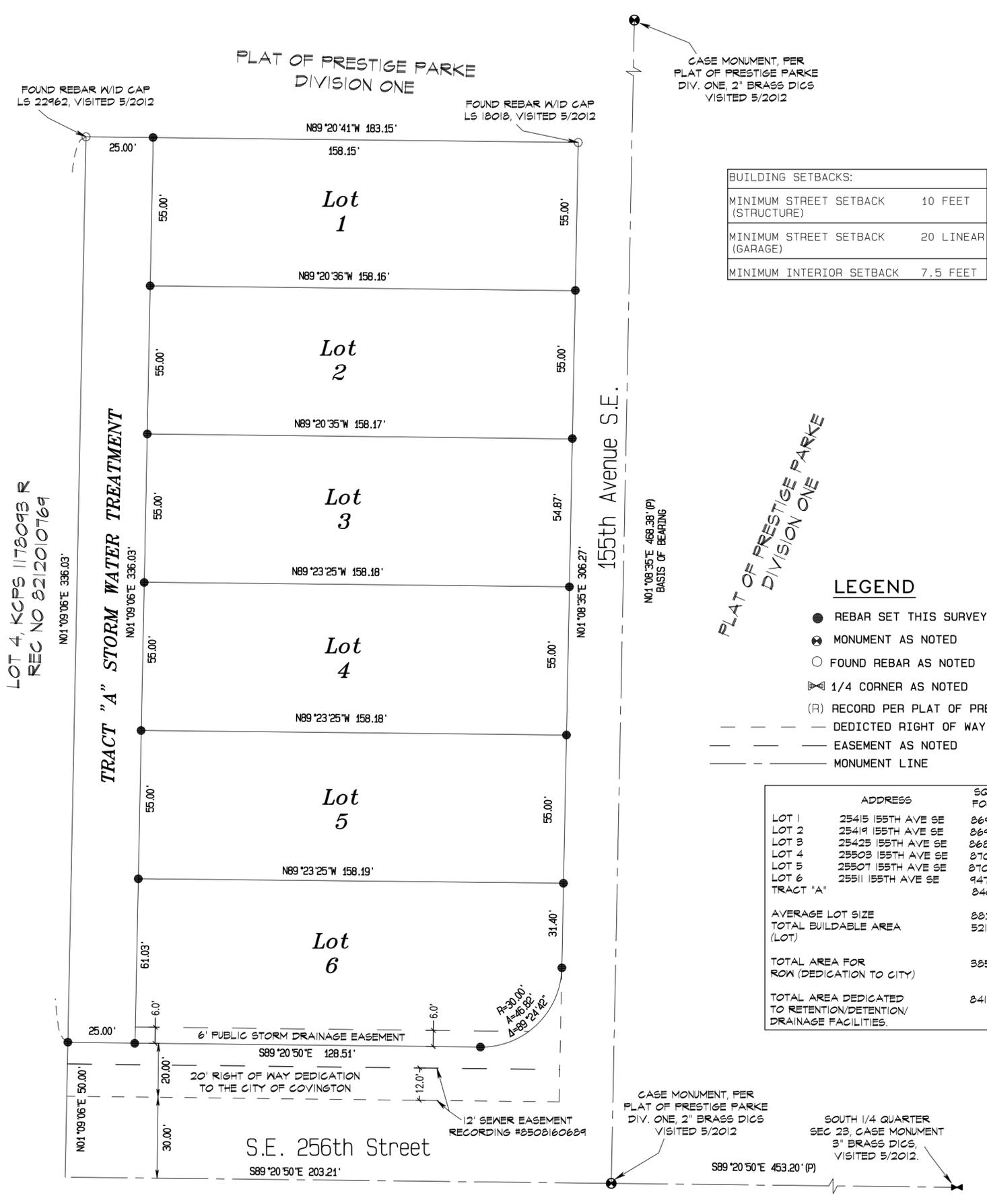


**DRYCO**  
Surveying, Inc.  
827 MAIN SUITE "A"  
SUMNER, WA 98390  
253-826-0300 FAX 253-826-9703

CITY OF COVINGTON  
FILE # LU11-0012/2106

# Woodbridge

A Portion of the SE 1/4 of the SW 1/4 of  
Section 23, Township 22 North, Range 5 East  
Willamette Meridian, City of Covington, King County, Washington



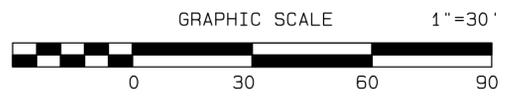
BUILDING SETBACKS:	
MINIMUM STREET SETBACK (STRUCTURE)	10 FEET
MINIMUM STREET SETBACK (GARAGE)	20 LINEAR
MINIMUM INTERIOR SETBACK	7.5 FEET

PLAT OF PRESTIGE PARKE  
DIVISION ONE

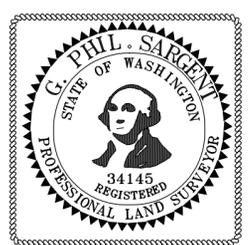
**LEGEND**

- REBAR SET THIS SURVEY (TYP)
- ⊗ MONUMENT AS NOTED
- FOUND REBAR AS NOTED
- ⊠ 1/4 CORNER AS NOTED
- (R) RECORD PER PLAT OF PRESTIGE PARKS DIV. ONE
- DEDICTED RIGHT OF WAY
- EASEMENT AS NOTED
- MONUMENT LINE

LOT	ADDRESS	SQUARE FOOTAGE
LOT 1	25415 155TH AVE SE	8698 SQ FT
LOT 2	25419 155TH AVE SE	8699 SQ FT
LOT 3	25425 155TH AVE SE	8689 SQ FT
LOT 4	25503 155TH AVE SE	8700 SQ FT
LOT 5	25507 155TH AVE SE	8700 SQ FT
LOT 6	25511 155TH AVE SE	9475 SQ FT
TRACT "A"		8401 SQ FT
AVERAGE LOT SIZE		8821 SQ FT
TOTAL BUILDABLE AREA (LOT)		52115 SQ FT
TOTAL AREA FOR ROW (DEDICATION TO CITY)		3853 SQ FT
TOTAL AREA DEDICATED TO RETENTION/DETENTION/ DRAINAGE FACILITIES.		841 SQ FT



Sheet 3 of 3



**DRYCO**  
Surveying, Inc.  
827 MAIN SUITE "A"  
SUMNER, WA 98390  
253-826-0300 FAX 253-826-9703

DRAWN: J.G. DATE SURVEYED: MAY 2012 DATE PRINTED: 12/4/2012 JOB No: 2012019

Vol/Page



**SEPA DETERMINATION OF NON-SIGNIFICANCE**

**Application Name:** Woodbridge Subdivision – Major Revision

**Application File Number:** LU11-0012/2106

**Primary Contact:** Andrew Goble  
Tritec Homes  
PO Box 951  
Sumner, WA 98390  
206-383-3705

**Date of Issuance:** October 21, 2011

**Project Location:** The proposal includes one property located at 15416 SE 256th Street in the City of Covington. The site lies within the SE ¼ Section 23, Township 22N, Range 5E, and consists of Parcel No. 2322059071 City of Covington, King County, WA.

**Project Description:** The Developer is proposing to revise the preliminary plat of Woodbridge (City File No. LU06-0080/2106) and has withdrawn the preliminary approval of Woodbridge II (City File No. LU09-0014/2106) and the associated Memorandum of Understanding between Tritec Homes and the City of Covington, King County Recording No. 20081002001034. The Major Revision consists of modifying the original Preliminary Plat (Hearing Examiner approval dated 04/25/2007) from 8 lots with a new local access road that will extend west from 155<sup>th</sup> Ave SE to a 6 lot subdivision, whereby all lots will take access from 155<sup>th</sup> Ave SE. Water service will be provided by King County Water District #111 and sewer service will be provided by Soos Creek Water and Sewer District. Emergency Services provided by the City of Covington and Kent Fire Department Regional Fire Authority

**Environmental Documents:** Site Plan (Offe Engineers, received by the City 08/12/2011), Transportation Impact Analysis (Jake Traffic Engineering, Inc 08/05/2011), SEPA Environmental Checklist (signed 08/01/2011), and other information on file with the lead agency.

**Responsible Official/Lead Agency:** Richard Hart, Community Development Director  
City of Covington SEPA Official  
16720 S.E. 271<sup>st</sup> Street,  
Covington, Washington 98042  
253-638-1110

X This DNS is issued under WAC 197-11-340. The comment period is 14 calendar days and ends **November 4, 2011.**

**Comments and Appeals Notice**

*Comments and appeals on this DNS may be submitted by first class mail or delivered to the responsible official at the above lead agency address. 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 18, 2011** 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: 10-18-11

BEFORE the HEARING EXAMINER for the  
CITY of COVINGTON

DECISION

FILE NUMBER:	LU11-0012/2106	<b>RECEIVED</b>
APPLICANT:	Tritec Homes, Inc. ATTN: Andrew Goble P.O. Box 951 Sumner, WA 98390	DEC 20 2011 City of Covington
TYPE OF CASE:	Preliminary subdivision ( <i>Woodbridge Major Revision</i> )	
STAFF RECOMMENDATION:	Approve subject to conditions	
EXAMINER DECISION:	GRANT subject to conditions	
DATE OF DECISION:	December 19, 2011	

INTRODUCTION <sup>1</sup>

Tritec Homes, Inc. (Tritec) seeks preliminary approval of a major revision to the approved *Woodbridge* preliminary plat. The requested major revision will result in a six (6) lot single family residential subdivision of a 1.49 acre site zoned R-6.

Tritec filed the major revision application on August 15, 2011. (Exhibit 2 <sup>2</sup>) The Covington Community Development Department (Department) deemed the application to be complete on August 29, 2011. (Exhibits 8 and 12)

The subject property is located at 15416 SE 256<sup>th</sup> Street, occupying the northwest quadrant of the 155<sup>th</sup> Avenue SE/SE 256<sup>th</sup> Street intersection.

<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 Covington Hearing Examiner (Examiner) viewed the subject property on December 15, 2011.

The Examiner held an open record hearing on December 15, 2011. The Department gave notice of the hearing as required by the Covington Municipal Code (CMC). (Exhibit 11)

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

Exhibits 1 - 22: 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.

### ISSUES

Does the application meet the criteria for preliminary subdivision approval as established within the CMC?

No testimony or evidence was entered into the record by the general public either in support of or in opposition to the application.

### FINDINGS OF FACT

1. On February 5, 2009, the Examiner approved the *Woodbridge* preliminary plat. As approved, *Woodbridge* would divide the subject 1.49 acre site into eight (8) lots and create a new, short, stub street, SE 255<sup>th</sup> Street extending west from 155<sup>th</sup> Avenue SE. The *Woodbridge* approval was subject to 41 conditions. (Exhibits 4 and 5)

Preliminary plat approval is valid for 60 months (subject to a possible one-year extension) under current CMC provisions. [CMC 17.20.020(1)] However, RCW 58.17.140, as amended in 2010, provides that preliminary plat approvals are valid for seven years, subject to possible extension under provisions in a local ordinance. (Exhibit 13) State subdivision law provisions "trump" conflicting local subdivision ordinance provisions; vested rights do not apply to procedural matters. Therefore, *Woodbridge* is a valid preliminary plat and will remain so until at least February 5, 2016.

2. Tritec now seeks to revise the approved *Woodbridge* preliminary plat. (Exhibits 2 and 3) The Department applied the criteria in CMC 17.20.030 and determined that the scope of the requested revisions placed the proposal in the "major revision" category. (Exhibit 1) The revisions sought by Tritec are:

- A. Reduction in the number of proposed lots from eight (8) to six (6). (Cf. Exhibits 3 and 5) This revision will reduce the net number of new lots from seven (7) to five (5). (The subject property contains one single-family residence. (Exhibit 4, Finding of Fact 1)) This revision will commensurately reduce the site's development density and increase the plat's average lot size; the latter will go from 4,867 square feet (SF) to 8,532 SF. (Exhibits 1 {p. 6} and 4 {Finding of Fact 6}) As a consequence of the reduced number of lots, vehicular traffic volumes generated by *Woodbridge* will be reduced, traffic impact mitigation fees will be reduced, and the fee-in-lieu of recreation area will be reduced. (Exhibits 1, 14, and 18)
- B. Elimination of proposed SE 255<sup>th</sup> Street. (Cf. Exhibits 3 and 5) Because SE 254<sup>th</sup> Street exists as a stub street just to the north of *Woodbridge*, City Staff have determined that elimination of SE 255<sup>th</sup> Street will have no adverse impact upon the area's circulation system. (Testimony)
- C. Termination of an associated Memorandum of Understanding.

Tritec and the City entered into a Memorandum of Understanding (MOU) on September 23, 2008, under which Tritec agreed to size the stormwater facility within *Woodbridge* to accommodate not only runoff generated within *Woodbridge*, but also runoff presently handled by the *Prestige Parke* facility. In return, the City agreed to accept a short subdivision application from Tritec to divide the present *Prestige Parke* stormwater tract into residential lots and, upon completion and acceptance of the new stormwater facility in *Woodbridge*, to deed over the *Prestige Parke* stormwater tract to Tritec.

(Exhibit 4, Finding of Fact 7, exhibit citation omitted to avoid confusion; Exhibit 6 is the MOU; the *Prestige Parke* stormwater detention facility is located across 155<sup>th</sup> Avenue SE from the *Woodbridge* site) On August 1, 2011, Tritec officially requested termination of the MOU and abandoned its proposal to subdivide *Prestige Park's* detention site. (Exhibit 7 and testimony) The City Council unanimously voted to terminate the MOU at its December 13, 2011, meeting. (Testimony)

- D. Revision to the plat's stormwater control system. Because of the termination of the MOU and because of changed stormwater management standards, Tritec no longer proposes to construct a large detention facility along the site's SE 256<sup>th</sup> Street frontage. The current plan will handle runoff from only *Woodbridge*. Tritec will provide a grassed bioswale within Tract A along the west boundary of the site and a grassed swale within the SE 256<sup>th</sup> Street right-of-way. As a consequence of the latter drainage control feature, the required right-of-way dedication along SE 256<sup>th</sup> Street is now six feet greater than originally required: 26 feet versus 20 feet. (Testimony; Cf. Exhibits 3 and 5)

3. Certain elements of the 2009 *Woodbridge* proposal remain:

- A. 155<sup>th</sup> Avenue SE pavement width variance. In 2007, the City granted Tritec a variance from street construction standards regarding pavement width on 155<sup>th</sup> Avenue SE. (See Exhibit 4, Findings of Fact 3 and 4) That variance still applies: 155<sup>th</sup> Avenue SE will not have to be widened. (Exhibit 1)
  - B. Fire service impact mitigation. *Woodbridge* Condition 36 required Tritec to “exercise the voluntary agreement provisions of RCW 82.02.020 and voluntarily enter into a contractual agreement with Fire District #37” to offset fire service impacts. (Exhibit 4, p. 16) In fact, Tritec had entered into just such an agreement in June, 2006. (Exhibit 21) That agreement is still in force.
4. Code and standards changes since *Woodbridge* was originally submitted lead to additional changes in the current revision:
- A. Chapter 18.45 CMC, Tree Preservation and Protection, was revised in 2008. *Woodbridge* no longer exceeds the threshold for applicability of that chapter’s regulations. The proposal is exempt from Chapter 18.45 CMC’s requirements. (Exhibit 1, p. 7)
  - B. The City currently uses the 2005 Department of Ecology Stormwater Manual; it used 1998 King County standards when *Woodbridge* was initially proposed. (Exhibit 1, p. 10, and testimony)
  - C. The City now has its own Transportation Impact Fee system rather than relying on the King County Mitigation Payment System. (Testimony)
5. Covington’s State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for the *Woodbridge Major Revision* on October 21, 2011. (Exhibit 10) No comments were submitted in response to issuance of the DNS. (Exhibit 1, p. 4)
6. As was the case with the original *Woodbridge* proposal, “[t]he Department Staff Report contains an exceptionally detailed, comprehensive analysis of the proposal’s conformance with all applicable review criteria.” (Exhibit 4, Finding of Fact 9, exhibit citations omitted to avoid confusion) The Department recommends approval of the major revision subject to 43 numbered conditions. (Exhibit 1, pp. 23 – 27)

During the hearing the Department requested two changes to its recommended conditions:

- A. Recommended Condition 25. This condition would require undergrounding of all utilities along the site’s SE 256<sup>th</sup> Street frontage. A problem exists in that Comcast and the Kent School District presently have aerial fiber optic cables along that alignment. Generally speaking, splicing fiber optic cables is not desirable. The existing cables cannot be

undergrounded without being spliced because the run from aerial to underground on one side of the site, then across the site underground, and then back up the pole on the other side of the site is longer than the current cable. Because of uncertainty as to whether splicing will be allowed, the Department asks that the phrase “unless otherwise approved by the City Engineer” be appended to the condition. (Testimony)

- B. Recommended Condition 38. When it was pointed out that this condition is a verbatim duplicate of the last sentence of Recommended Condition 37, the Department asked that it be deleted. (Testimony)
7. The Department’s recommended conditions (Exhibit 1, pp. 23 – 27) carry forward most of the conditions on the current *Woodbridge* approval (Exhibit 4, pp. 12 – 16). The differences (excluding minor verbiage changes and updated language reflecting new code provisions) with a discussion of each follow:
- A. Existing Condition 1. The Department did not carry this condition forward. This condition identifies a specific exhibit as the plat which has been approved. The Examiner finds and concludes, as he did in 2009, that such a reference in the conditions is vitally important. (See Exhibit 4, Conclusion of Law 9.A.)
  - B. Existing Condition 2. This condition is unnecessary as the SEPA threshold determination process in the present case resulted in a simple DNS rather than an MDNS as was the case in 2009: There are no mitigation measures to carry forward. (Testimony)
  - C. Existing Conditions 4 and 5. These conditions relate to tree protection and replacement. As the major revision is exempt from current Chapter 18.45 CMC requirements, these conditions are not required. (Testimony)
  - D. Existing Conditions 15, 16, and 18. These drainage-related conditions are not required due to changes in the City’s drainage standards and requirements. (Testimony)
  - E. Existing Conditions 20 and 21. These engineering-related conditions are not required due to changes in the City’s engineering standards and requirements. (Testimony)
  - F. Existing Condition 23. This condition is not required as the major revision does not include construction of a new street. (Testimony)
  - G. Existing Condition 36. This condition is not required as Tritec has already entered into the fire service impact mitigation agreement required under this condition. (Exhibit 21)
  - H. Proposed Conditions 2, 14 – 18, 21, 27, 36, and 41 result from changes in City codes or standards since the original submittal of *Woodbridge*. (Testimony)

8. Tritec has no objection to any of the proposed conditions. (Testimony)
9. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

### LEGAL FRAMEWORK <sup>3</sup>

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

#### Authority

A major revision to an approved 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, CMC 17.20.030(1), and Hearing Examiner Rule of Procedure (RoP) 2.27]

#### Review Criteria

A major revision to an approved preliminary subdivision is required to meet the criteria for approval of a preliminary subdivision. [CMC 17.20.030(1)] 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

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<sup>3</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools 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

“An application for a major revision shall be treated as a new application for purposes of vesting”. [CMC 17.20.030(1)] The City has no general vesting regulations. <sup>4</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 August 29, 2011.

#### 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. The Examiner concluded in 2009 that *Woodbridge* complied with all applicable criteria for approval and passed the “consistency test”. (Exhibit 4, Conclusions of Law 1 – 8) The question before the Examiner in the current proceeding is whether the requested changes alter those conclusions.
2. The short answer is that elimination of two lots, elimination of the proposed internal stub street, and revision of the stormwater control system do not alter compliance with the criteria for approval or the concurrency test. While major in a regulatory sense under CMC 17.20.030(1), the reality is that the changes lessen the impacts of the subdivision, not increase them.
3. Therefore, the Examiner again concludes that *Woodbridge* as revised complies with all criteria for approval and should be approved.

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<sup>4</sup> The vesting regulations in former CMC 14.30.070 were repealed and replaced with an entirely different topic.

4. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
  - A. Findings of Fact 6 and 7, above, mention a few changes. The discussion contained therein will not be repeated here.
  - B. Recommended Conditions 1 and 2 are essentially preamble conditions. As before, the Examiner prefers to place such material in a true preamble to the list of conditions.
  - C. Recommended Condition 3. This is essentially the same as Existing Condition 3, updated to reflect the state's amendments to RCW 58.17.140. In hindsight, both the existing condition and the current proposed condition are not completely accurate as neither mentions the fact that both state law and the CMC authorize an additional time extension beyond the standard term of preliminary plat approval. The Examiner will add some verbiage to correct that deficiency.
  - D. A few minor, non-substantive structure, grammar, and/or punctuation revisions to the Recommended Conditions will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.
5. 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 *Woodbridge Major Revision* **SUBJECT TO THE ATTACHED CONDITIONS**. This approval supersedes the February 5, 2009, approval of *Woodbridge* under city file number LU06-0080/2106.

Decision issued December 19, 2011.

  
\_\_\_\_\_  
John E. Galt  
Hearing Examiner

**HEARING PARTICIPANTS**<sup>5</sup>

Andrew Goble  
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."

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<sup>5</sup> The official Parties of Record register is maintained by the City's Hearing Clerk.

**CONDITIONS OF APPROVAL**  
**LU11-0012/2106**  
***Woodbridge Major Revision***

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 shall be the approved preliminary plat. Revision of approved preliminary plats is subject to the provisions of CMC 17.20.030.
2. The *Woodbridge Major Revision* 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 84 months of the date of preliminary approval or as otherwise determined by adopted State statutes (RCWs), unless extended pursuant to CMC 17.20.040.
3. Under the City's fee-in-lieu-of recreation space requirements, the developer shall pay Fee-in-Lieu of Recreation Space to the City prior to final plat approval. Based on the fee-in-lieu calculation worksheet, the developer shall pay \$24,750.00 or as otherwise determined by the City, prior to final approval.
4. The developer shall submit new certificates for the availability of water and/or enter into a new Water System Extension Agreement if the current agreement expires prior to the issuance of any construction permits.
5. The developer shall submit new certificates for the availability of sewer and/or enter into a new developer Extension Agreement if the current agreement expires prior to the issuance of any construction permits.
6. All water and sewer mains for the project shall be constructed as part of the improvements for the preliminary plat development. The developer shall be responsible for obtaining final Board acceptance from King County Water District #111 and Soos Creek Water and Sewer District, in accordance with each District's process. To assure fire safety and adequate water and sewer service, these mains shall be constructed by the developer and accepted by the King County Water District #111 and Soos Creek Water and Sewer District prior to final plat approval.
7. 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 plat map and on King County Water District #111 and Soos Creek Water and Sewer District's standard easement forms recorded against the individual lots or parcels. Easements shall be recorded at final plat recording.

8. Prior to issuance of any final engineering plan approval or Notice to Proceed, sewer and water plans shall be submitted to the City for review.
9. The developer shall provide mitigation for an increase in storm water volumes and water quality impacts by complying with the requirements of the 2005 Ecology Stormwater Manual, and CMC 13.25, as applicable.
10. Pursuant to CMC 13.25.040, the developer's preliminary drainage report, as revised, has been accepted by the City. The final drainage report shall be approved prior to final engineering plan approval and issuance of the Notice to Proceed.
11. The final design of the storm drainage system shall be approved prior to final engineering plan approval and issuance of the Notice to Proceed.
12. The developer shall be responsible for obtaining a National 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.
13. All proposed storm pipes and facilities that do not lie within the public right-of-way shall be located in appropriate easements.
14. 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. Ownership of the stormwater tract shall be identified on the final plat map.
15. Any required easements and covenants 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.
16. 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.
17. 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.
18. The developer shall adhere to the design requirements and best management practices identified in the 2005 Ecology Stormwater Manual, as a minimum, with respect to erosion control during construction of the site.

19. 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.
20. 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 155<sup>th</sup> Avenue SE, unless otherwise determined by the City.
21. The developer shall dedicate 26 feet of additional right of way along SE 256th Street, and construct half street improvements for a Minor Arterial, unless otherwise determined by the City.
22. 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.
23. The developer is responsible for the installation of mailboxes within the development. If the developer chooses to install a Collection Box Unit (CBU), they shall coordinate with the Covington Postmaster regarding the location and distribution of keys.
24. The developer shall be required to underground all utilities in accordance with Section 8.01 and standard details in the Street Standards unless otherwise approved by the City Engineer.
25. 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. Based on five (5) new lots the TIF Fee would be approximately \$21,890.00, plus administrative fees. 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.
26. 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.
27. 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.

28. During construction of the proposed improvements, the developer shall maintain safe and convenient access to all adjacent properties at all times.
29. 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 or 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.
30. 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.
31. 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.
32. 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.
33. 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. Under no circumstance shall roof downspout drain lines be connected to the footing drain system. 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 final plat identifying these systems and that the homeowner will be responsible for maintenance.

34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. The developer or contractor shall post and maintain financial guarantee and liability insurance for the period of time the permit is in effect or otherwise determined by the City, in accordance with CMC 14.105.
40. All improvements and amenities required for the project shall be completed or financially assured and completed within one year of final plat approval.
41. All easements shall be shown on the face of the recorded final plat.

## Consent Agenda Item C-4

Covington City Council Meeting

Date: December 11, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH OLYMPIC ENVIRONMENTAL RESOURCES RELATING TO RECYCLING COLLECTION EVENTS FOR 2013.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Agreement for Services with Olympic Environmental Resources

PREPARED BY: Shellie Bates, Office Supervisor/Public Works

EXPLANATION:

The City applied for and received three grants to implement recycling collection events in 2013. 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 2013 Recycling Collection Events. The agreement is from January 1, 2013 through December 31, 2013. This contract is an integral part of the City of Covington's recycling element of the overall solid waste management program because the City of Covington does not have adequate staffing or expertise to implement the programs without outside assistance.

ALTERNATIVES:

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

FISCAL IMPACT:

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

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to authorize the City Manager to execute an Agreement for Services with Olympic Environmental Resources, relating to recycling collection events for 2013.**

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON  
AGREEMENT FOR SERVICES

**ATTACHMENT 1**

THIS AGREEMENT FOR SERVICES is entered into this \_\_\_\_ day of December, 2012, 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, 2013 ("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 \$48,680.02.

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 2013, OER will implement two Residential Recycling Collection Events and one Business Recycling Collection Event. The proposed projects include:

### **Residential Recycling Events**

The events are tentatively scheduled for spring (April, May) and fall (September, October) of 2013. 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. User fees will apply to the collection of some materials. In 2013, 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.

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 \$48,680.02 in 2013 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 request reimbursement of staff time and expenses on a monthly basis with thirty-day (30) payment terms. 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.

Recycling related programs continue on an annual basis. OER will continue to provide service to the City of Covington until the City decides to no longer participate. We ask that you provide thirty-day (30) notice to discontinue services.

### **2013 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 2013. The City has applied for the following:

- 1) King County Local Hazardous Waste Management Plan Grant.  
2013 grant total - \$8,943.02
- 2) Washington State Department of Ecology Coordinated Prevention Grant.  
2013 grant total - \$14,015.00
- 3) King County Waste Reduction and Recycling Grant Program.  
2013 grant total - \$25,722.00

TOTAL: \$48,680.02

## Consent Agenda Item C-5

Covington City Council Meeting

Date: December 11, 2012

SUBJECT: PROPOSED ORDINANCE ADOPTING A 2012 BUDGET AMENDMENT

ATTACHMENT(S):

1. Proposed ordinance with exhibits

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

It is the policy of the city and a requirement of the state auditor and state law to correctly report the budget at year end and account for all changes.

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, Street Fund, Surface Water Management Fund, Capital Investment Program Fund and Equipment Replacement Fund, are being amended to reflect unanticipated grant proceeds and related expenditures. In addition, the General Fund, Parks and Recreation Fund, Street Fund, Surface Water Management Fund, Capital Investment Program Fund, Cumulative Reserve Fund, Real Estate Excise Tax Fund 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.

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 2012 Budget by amending Ordinance 20-11.

**ORDINANCE NO. 18-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE 2012 BUDGET BY AMENDING SECTION 2 AND 5 OF ORDINANCE NO. 20-11**

WHEREAS, the city passed Ordinance No. 20-11 on December 13, 2011, which approved the city’s budget for 2012; 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 2012 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. 20-11 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 2012 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2012 as set forth below:**

<u>FUND</u>	<u>AMOUNT</u>
General Fund	\$11,270,696
Parks and Recreation Fund	1,453,330
Development Services Fund	2,939,041
Street Fund	1,332,905
Surface Water Management Fund	3,816,689
Capital Investment Program	3,980,282
Local Improvement District	39,939
LID Guaranty Fund	52,364
Unemployment Reserve Fund	171,988
Equipment Replacement Fund	661,276
Cumulative Reserve Fund	1,457,222
Contingency Fund	420,149

Real Estate Excise Tax Fund 1 <sup>st</sup> Qtr	175,382
Real Estate Excise Tax Fund 2 <sup>nd</sup> Qtr	175,382
Long-Term Debt Service Fund	<u>1,281,323</u>
<b>Total All Funds</b>	<b><u>\$29,227,968</u></b>

Section 3. Section 5 of Ordinance 20-11 is amended and includes the Amended 2012 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 11th day of December, 2012.

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

PUBLISHED: December 14, 2012

EFFECTIVE: December 19, 2012

ATTESTED:

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

APPROVED AS TO FORM:

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

CITY OF COVINGTON  
Proposed Budget Amendments  
2012

EXHIBIT A

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>GENERAL FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 2,805,408	\$ 199,559	\$ 3,004,967	107.1%
Operating Revenues	8,238,904	26,825	8,265,729	100.3%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 11,044,312</b>	<b>\$ 226,384</b>	<b>\$ 11,270,696</b>	<b>102.0%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 7,329,277	\$ 26,825	\$ 7,356,102	100.4%
Operating Transfers Out	1,520,710	(99,520)	1,421,190	93.5%
Ending Fund Balance	2,194,325	299,079	2,493,404	113.6%
<b>TOTAL USES</b>	<b>\$ 11,044,312</b>	<b>\$ 226,384</b>	<b>\$ 11,270,696</b>	<b>102.0%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>PARKS AND RECREATION FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 269,649	\$ (37,258)	\$ 232,391	86.2%
Operating Revenues	996,960	12,400	1,009,360	101.2%
Operating Transfers In	211,579	-	211,579	100.0%
<b>TOTAL RESOURCES</b>	<b>\$ 1,478,188</b>	<b>\$ (24,858)</b>	<b>\$ 1,453,330</b>	<b>98.3%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 1,219,014	\$ 12,400	\$ 1,231,414	101.0%
Operating Transfers Out	27,483	10,000	37,483	136.4%
Ending Fund Balance	231,691	(47,258)	184,433	79.6%
<b>TOTAL USES</b>	<b>\$ 1,478,188</b>	<b>\$ (24,858)</b>	<b>\$ 1,453,330</b>	<b>98.3%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>DEVELOPMENT SERVICES FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 1,307,272	\$ 255,461	\$ 1,562,733	119.5%
Operating Revenues	1,376,308	-	1,376,308	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 2,683,580</b>	<b>\$ 255,461</b>	<b>\$ 2,939,041</b>	<b>109.5%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 881,928	\$ -	\$ 881,928	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	1,801,652	255,461	2,057,113	114.2%
<b>TOTAL USES</b>	<b>\$ 2,683,580</b>	<b>\$ 255,461</b>	<b>\$ 2,939,041</b>	<b>109.5%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>STREET FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 336,247	\$ 26,383	\$ 362,630	107.8%
Operating Revenues	571,000	63,384	634,384	111.1%
Operating Transfers In	245,891	90,000	335,891	136.6%
<b>TOTAL RESOURCES</b>	<b>\$ 1,153,138</b>	<b>\$ 179,767</b>	<b>\$ 1,332,905</b>	<b>115.6%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 908,092	\$ 153,384	\$ 1,061,476	116.9%
Operating Transfers Out	-	16,098	16,098	0.0%
Ending Fund Balance	245,046	10,285	255,331	104.2%
<b>TOTAL USES</b>	<b>\$ 1,153,138</b>	<b>\$ 179,767</b>	<b>\$ 1,332,905</b>	<b>115.6%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>SURFACE WATER MANAGEMENT FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 1,605,026	\$ 64,912	\$ 1,669,938	104.0%
Operating Revenues	1,848,727	184,603	2,033,330	110.0%
Operating Transfers In	-	113,421	113,421	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 3,453,753</b>	<b>\$ 362,936</b>	<b>\$ 3,816,689</b>	<b>110.5%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 1,635,126	\$ 272,835	\$ 1,907,961	116.7%
Operating Transfers Out	107,000	(107,000)	-	0.0%
Ending Fund Balance	1,711,627	197,101	1,908,728	111.5%
<b>TOTAL USES</b>	<b>\$ 3,453,753</b>	<b>\$ 362,936</b>	<b>\$ 3,816,689</b>	<b>110.5%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>CAPITAL INVESTMENT PROGRAM FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 925,119	\$ 537,506	\$ 1,462,625	158.1%
Operating Revenues	2,436,751	(64,094)	2,372,657	97.4%
Operating Transfers In	242,000	(97,000)	145,000	59.9%
<b>TOTAL RESOURCES</b>	<b>\$ 3,603,870</b>	<b>\$ 376,412</b>	<b>\$ 3,980,282</b>	<b>110.4%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 3,266,891	\$ (159,736)	\$ 3,107,155	95.1%
Operating Transfers Out	-	113,421	113,421	0.0%
Ending Fund Balance	336,979	422,727	759,706	225.4%
<b>TOTAL USES</b>	<b>\$ 3,603,870</b>	<b>\$ 376,412</b>	<b>\$ 3,980,282</b>	<b>110.4%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>LID FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 9	\$ 261	\$ 270	3000.0%
Operating Revenues	39,669	-	39,669	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 39,678</b>	<b>\$ 261</b>	<b>\$ 39,939</b>	<b>100.7%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 39,678	\$ -	\$ 39,678	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	-	261	261	0.0%
<b>TOTAL USES</b>	<b>\$ 39,678</b>	<b>\$ 261</b>	<b>\$ 39,939</b>	<b>100.7%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>LID GUARANTY FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 52,268	\$ (4)	\$ 52,264	100.0%
Operating Revenues	100	-	100	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 52,368</b>	<b>\$ (4)</b>	<b>\$ 52,364</b>	<b>100.0%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	52,368	(4)	52,364	100.0%
<b>TOTAL USES</b>	<b>\$ 52,368</b>	<b>\$ (4)</b>	<b>\$ 52,364</b>	<b>100.0%</b>

**CITY OF COVINGTON**  
**Proposed Budget Amendments**  
**2012**

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>UNEMPLOYMENT FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 124,107	\$ 9,548	\$ 133,655	107.7%
Operating Revenues	38,333	-	38,333	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 162,440</b>	<b>\$ 9,548</b>	<b>\$ 171,988</b>	<b>105.9%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 50,000	\$ -	\$ 50,000	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	112,440	9,548	121,988	108.5%
<b>TOTAL USES</b>	<b>\$ 162,440</b>	<b>\$ 9,548</b>	<b>\$ 171,988</b>	<b>105.9%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>CUMULATIVE RESERVE FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 1,342,599	\$ 89,925	\$ 1,432,524	106.7%
Operating Revenues	8,600	-	8,600	100.0%
Operating Transfers In	-	16,098	16,098	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 1,351,199</b>	<b>\$ 106,023</b>	<b>\$ 1,457,222</b>	<b>107.8%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	90,000	90,000	0.0%
Ending Fund Balance	1,351,199	16,023	1,367,222	101.2%
<b>TOTAL USES</b>	<b>\$ 1,351,199</b>	<b>\$ 106,023</b>	<b>\$ 1,457,222</b>	<b>107.8%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>REAL ESTATE EXCISE TAX FUND 1ST QTR</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ -	\$ 12,582	\$ 12,582	0.0%
Operating Revenues	162,800	-	162,800	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 162,800</b>	<b>\$ 12,582</b>	<b>\$ 175,382</b>	<b>107.7%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	162,800	49,760	212,560	130.6%
Ending Fund Balance	-	(37,178)	(37,178)	0.0%
<b>TOTAL USES</b>	<b>\$ 162,800</b>	<b>\$ 12,582</b>	<b>\$ 175,382</b>	<b>107.7%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 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	1,281,323	-	1,281,323	100.0%
<b>TOTAL RESOURCES</b>	<b>\$ 1,281,323</b>	<b>\$ -</b>	<b>\$ 1,281,323</b>	<b>100.0%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 1,281,323	\$ -	\$ 1,281,323	100.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	-	-	-	0.0%
<b>TOTAL USES</b>	<b>\$ 1,281,323</b>	<b>\$ -</b>	<b>\$ 1,281,323</b>	<b>100.0%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>EQUIPMENT REPLACEMENT FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 503,133	\$ 49,806	\$ 552,939	109.9%
Operating Revenues	108,121	216	108,337	100.2%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 611,254</b>	<b>\$ 50,022</b>	<b>\$ 661,276</b>	<b>108.2%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 101,065	\$ 216	\$ 101,281	100.2%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	510,189	49,806	559,995	109.8%
<b>TOTAL USES</b>	<b>\$ 611,254</b>	<b>\$ 50,022</b>	<b>\$ 661,276</b>	<b>108.2%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>CONTINGENCY FUND</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 420,562	\$ (413)	\$ 420,149	99.9%
Operating Revenues	-	-	-	0.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 420,562</b>	<b>\$ (413)</b>	<b>\$ 420,149</b>	<b>99.9%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	-	-	-	0.0%
Ending Fund Balance	420,562	(413)	420,149	99.9%
<b>TOTAL USES</b>	<b>\$ 420,562</b>	<b>\$ (413)</b>	<b>\$ 420,149</b>	<b>99.9%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>REAL ESTATE EXCISE TAX FUND 2ND QTR</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ -	\$ 12,582	\$ 12,582	0.0%
Operating Revenues	162,800	-	162,800	100.0%
Operating Transfers In	-	-	-	0.0%
<b>TOTAL RESOURCES</b>	<b>\$ 162,800</b>	<b>\$ 12,582</b>	<b>\$ 175,382</b>	<b>107.7%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ -	\$ -	\$ -	0.0%
Operating Transfers Out	162,800	49,760	212,560	130.6%
Ending Fund Balance	-	(37,178)	(37,178)	0.0%
<b>TOTAL USES</b>	<b>\$ 162,800</b>	<b>\$ 12,582</b>	<b>\$ 175,382</b>	<b>107.7%</b>

	2012 Adopted Budget	2012 Proposed Amendment	2012 Amended Budget	% Change
<b>SUMMARY</b>				
<b>REVENUES</b>				
Beginning Fund Balance	\$ 9,691,399	\$ 1,220,850	\$ 10,912,249	112.6%
Operating Revenues	15,989,073	223,334	16,212,407	101.4%
Operating Transfers In	1,980,793	122,519	2,103,312	106.2%
<b>TOTAL RESOURCES</b>	<b>\$ 27,661,265</b>	<b>\$ 1,566,703</b>	<b>\$ 29,227,968</b>	<b>105.7%</b>
<b>EXPENDITURES</b>				
Operating Expenses	\$ 16,712,394	\$ 305,924	\$ 17,018,318	101.8%
Operating Transfers Out	1,980,793	122,519	2,103,312	106.2%
Ending Fund Balance	8,968,078	1,138,260	10,106,338	112.7%
<b>TOTAL USES</b>	<b>\$ 27,661,265</b>	<b>\$ 1,566,703</b>	<b>\$ 29,227,968</b>	<b>105.7%</b>

**City of Covington**  
**Employee Positions/Salary Range Schedule**  
**For the Fiscal Year 2012**

**ATTACHMENT B**

<b>Position</b>	<b>Salary Range Annual</b>	
City Manager	\$ 138,134	- \$ 164,938
Community Development Director	\$ 109,417	- \$ 130,648
Finance Director	\$ 109,417	- \$ 130,648
Parks & Recreation Director	\$ 109,417	- \$ 130,648
Public Works Director	\$ 109,417	- \$ 130,648
Senior City Engineer	\$ 94,544	- \$ 112,889
Building Official	\$ 89,192	- \$ 106,501
City Engineer	\$ 89,192	- \$ 106,501
Development Review Engineer	\$ 79,381	- \$ 94,785
City Clerk/Executive Assistant	\$ 74,887	- \$ 89,419
Personnel Manager	\$ 72,769	- \$ 86,891
Maintenance Supervisor	\$ 70,649	- \$ 84,360
Community Relations Coordinator	\$ 70,649	- \$ 84,360
Plans Examiner/Building Inspector	\$ 70,649	- \$ 84,360
Recreation Manager	\$ 70,649	- \$ 84,360
Senior Accountant	\$ 70,649	- \$ 84,360
Senior Information Systems Administrator	\$ 68,649	- \$ 81,970
Senior Planner	\$ 68,649	- \$ 81,970
Accountant	\$ 66,649	- \$ 79,582
Aquatic Supervisor	\$ 66,649	- \$ 79,582
Engineering Tech III	\$ 66,649	- \$ 79,582
Permit Center Coordinator	\$ 62,877	- \$ 75,078
Construction Inspector	\$ 62,877	- \$ 75,078
Associate Planner	\$ 61,097	- \$ 72,954

**City of Covington**  
**Employee Positions/Salary Range Schedule**  
**For the Fiscal Year 2012**

**ATTACHMENT B**

<b>Position</b>	<b>Salary Range</b>		<b>Annual</b>
Code Enforcement Officer	\$ 59,318	-	\$ 70,830
Senior Maintenance Worker	\$ 59,318	-	\$ 70,830
Personnel & HS Analyst	\$ 57,639	-	\$ 68,826
Senior Deputy City Clerk	\$ 57,639	-	\$ 68,826
Finance Specialist	\$ 55,961	-	\$ 66,818
Maintenance Worker	\$ 55,961	-	\$ 66,818
Deputy City Clerk	\$ 54,377	-	\$ 64,930
Engineering Technician II	\$ 54,377	-	\$ 64,930
Office Supervisor/PW	\$ 54,377	-	\$ 64,930
Assistant Planner	\$ 52,794	-	\$ 63,039
Accounting Clerk	\$ 49,804	-	\$ 59,469
Aquatics Specialist	\$ 49,804	-	\$ 59,469
Engineering Tech I	\$ 49,804	-	\$ 59,469
Office Technician II - PW or EO	\$ 43,071	-	\$ 51,429
Management Assistant	\$ 38,333	-	\$ 45,771
Specialty Instructor	\$ 31,452	-	\$ 37,555
Water Safety Instructor	\$ 31,452	-	\$ 37,555
Lifeguard	\$ 25,007	-	\$ 29,860
Maintenance Worker (Seasonal)	\$ 26,236	-	\$ 31,327
Office Assistant	\$12/hr flat rate		

## Consent Agenda Item C-6

Covington City Council Meeting

Date: December 11, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT #2 TO AGREEMENT FOR SERVICES WITH BRICKMAN GROUP FOR LANDSCAPE MAINTENANCE.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Amendment #2 to Agreement for Services with Brickman Group
2. 2013 Landscape Budget

PREPARED BY: Shellie Bates, Office Supervisor/Public Works

EXPLANATION:

In December 2010 the City Council awarded the 2011 Landscape Maintenance Agreement to the lowest, most qualified bidder, Brickman Group, in an amount not to exceed \$66,098.30 to perform landscape maintenance services in Covington as outlined in the agreement. In December of 2011 City Council approved Amendment #1 for a 4.3% CPI for an amount not to exceed \$64,100. The scope of work was also modified.

As per Section 3 of the current agreement between the City of Covington and Brickman Group which states, "This contract may be renewed each December for the succeeding two (2) years (2012 and 2013) upon performance audit and approval by the City. The unit price of the contract will be adjusted each year using the Seattle-Tacoma Consumer Price Index – Urban (CPI-W) rate starting with October of 2011 as the initial benchmark and the rate in October in subsequent years to be applied in January of the next year."

Based on the above criteria, Brickman Group has fulfilled their obligation under the terms of the agreement and staff recommends that the agreement be extended for 2013. The Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for Seattle-Tacoma-Bremerton, WA for October 2012 is 2.3 percent. With the rate adjusted as described it will be an increase of 2.3 percent for 2013.

The continuous level of landscape maintenance will provide a well maintained aesthetic downtown area, arterials and parks.

ALTERNATIVES:

Do not amend the existing landscape maintenance agreement and advertise the project for competitive bids. This alternative would impact the City with an interruption in the landscape maintenance service.

**FISCAL IMPACT:**

Amendment #2 adds the maintenance cost of the landscaping in front of the King County Library on SE 272<sup>nd</sup> Street for \$65 per month (\$780 per year). The 2013 basic contract amount for Landscape Maintenance is \$66,416.76. The 2013 budget for this includes additional funds for optional maintenance practices as well as repairs to city landscaping and irrigation that typically happen during the year.

The 2013 budgeted amount for this service is \$72,600 (Street Fund = \$55,600, Park Maintenance Fund = \$17,000).

**CITY COUNCIL ACTION:**     Ordinance     Resolutions     Motion     Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to authorize the City Manager to execute Amendment #2 to Agreement for Services with Brickman Group for Landscape Maintenance.**

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

CITY OF COVINGTON  
AGREEMENT FOR SERVICES

Amendment #2

Between the City of Covington and Brickman Group

That portion of Contract No. 1006-10 between the City of Covington and Brickman Group entered into by the parties on the 22<sup>nd</sup> day of December, 2010, is amended pursuant to Section 18 of said Agreement, as follows:

1. Scope of Services. Section 2 of the Agreement shall be amended to include maintenance in front of the King County Library as described on Exhibit C.
2. Term of Agreement. Section 3 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2013.
3. Compensation. Section 4.1 of the Agreement shall be amended to include the Seattle-Tacoma Consumer Price Index - Urban (CPI-W) rate for October 2012 of 2.3 percent for an amount not to exceed \$72,600.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

CITY OF COVINGTON

\_\_\_\_\_  
By: Derek Matheson  
Its: City Manager

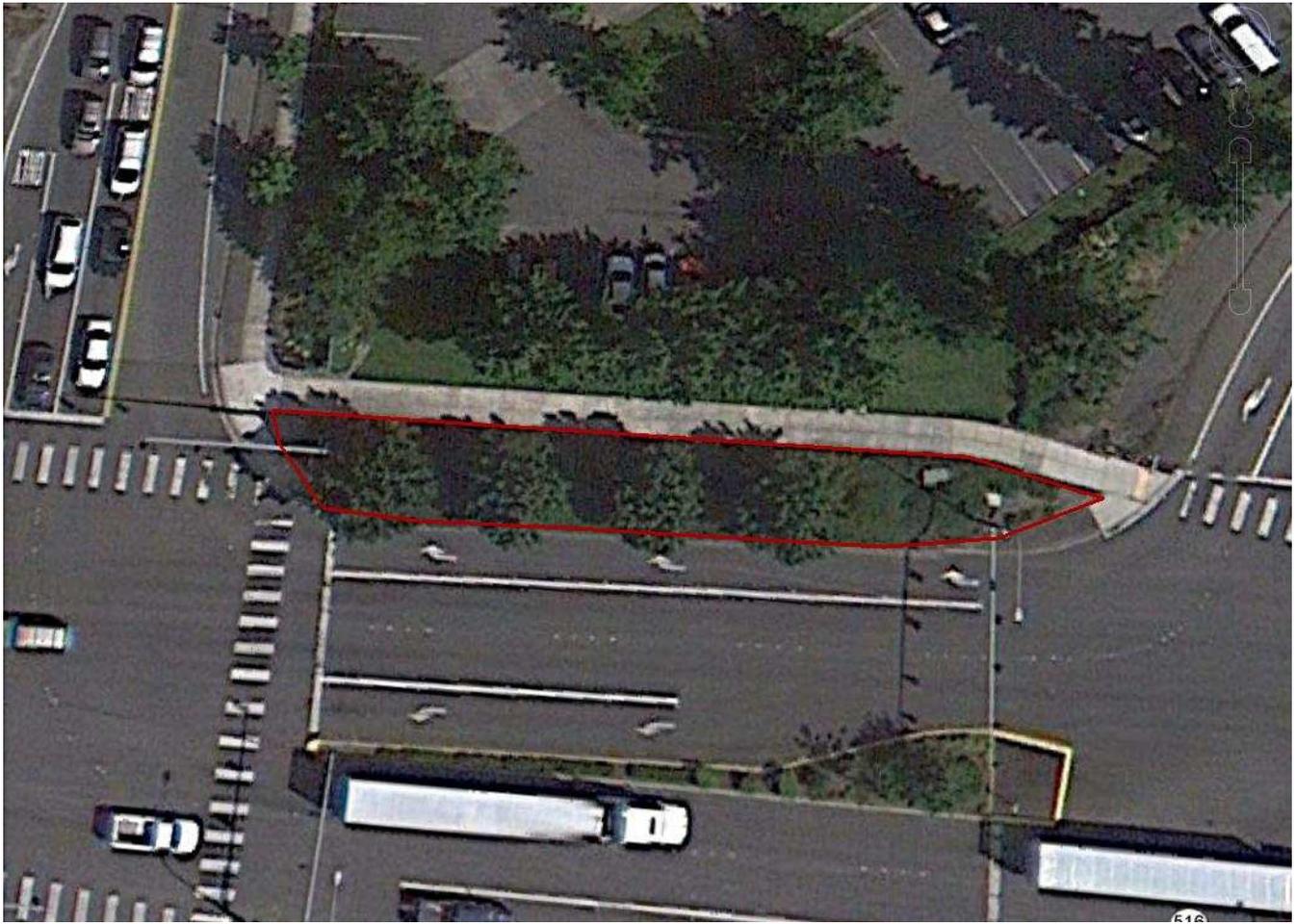
Attest:

Approved as to form:

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

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







# City of Covington

## 2013 Landscape Budget

Prepared for: Ross Junkin

Service	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual Total
Street Sites Excluding WSST	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$3,788.31	\$45,459.72
Park Sites Excluding WSST	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$1,308.13	\$15,697.56
Sales Tax 8.6%	\$438.29	\$438.29	\$438.29	\$438.29	\$438.29	\$438.29	\$438.29	\$438.29	\$438.29	\$438.29	\$438.29	\$438.29	\$5,259.48
<b>City Maintenance Monthly Totals</b>	<b>\$5,534.73</b>	<b>\$66,416.76</b>											
<b>Optional Maintenance Practices (Pre-Tax Prices Shown)</b>													
Moss/Cranefly Control for Turf (Friendship Park approx sf 13,630)			\$135										\$135.00
Turf Aeration & Overseed (Friendship Park)				\$342									\$342.00
Topdress Friendship Park (1/3 of an inch)				\$1,112									\$1,112.00
Turf Aeration & Overseed (Crystal View Park)				\$252									\$252.00
Topdress Crystal View Park (1/3 of an inch)				\$957									\$957.00
Moss/Cranefly Control for Turf (Crystal View Park approx sf 7606)			\$135										\$135.00
Irrigation Start-up Repairs & Misc. Repair				\$450	\$75	\$75	\$75	\$75	\$75				\$825.00
<b>Optional Monthly Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$270.00</b>	<b>\$3,113.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,758.00</b>

Additional Information:

Prepared By: BRICKMAN Branch 510, 3412 East Valley Road, Renton, WA 98055 Office (425) 251-0530 Fax (425) 251-0323

**Agenda Item 1**  
Covington City Council Meeting  
Date: December 11, 2012

SUBJECT: 2013-14 LEGISLATIVE AGENDA

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Draft 2013 Legislative Agenda
2. Briefing Sheets
  - a. SR 516
  - b. Covington Community Park, Phase II (New project)
  - c. Town Center Study
3. Memo from lobbyist
4. RCW 41.56.465 re binding arbitration

PREPARED BY: Derek Matheson, City Manager

EXPLANATION:

The City Council adopts a legislative agenda every year. The attached draft is revised from 2012 to remove issues that have been resolved and add issues that have arisen.

Council discussed the draft at its November 13, 2012, meeting. Council deleted the reference to medical marijuana, which is reflected in Attachment 1. Council requested more information on a councilmember's proposal to replace the phrase, "excluding [the Association of Washington Cities'] position on LEOFF 2 benefit enhancements" with "excluding AWC's position on collective bargaining and pensions". Briahna Taylor, our lobbyist from the firm Gordon Thomas Honeywell, will participate by telephone to explain AWC's position and respond to councilmembers' questions.

Staff will review the agenda with 47<sup>th</sup> District legislators prior to the 2013 session.

ALTERNATIVES:

1. Provide alternate direction to staff.

FISCAL IMPACT: Staff time

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds to adopt the 2013 Legislative Agenda.**

REVIEWED BY:



**City of Covington**  
**2013-14 Legislative Agenda**  
 Adopted by the City Council

**Comment [DM1]:** Draft dated 11/14/12

**Deleted:** 2012

**Deleted:** 11/8/11

The City of Covington will actively lobby the following issues:

- **Joint Legislative Agenda:** The cities of Black Diamond, Covington, and Maple Valley will continue to advocate jointly for federal and state funding for State Route 169 and State Route 516 improvements and for transit alternatives in the three rapidly growing communities.
- **State-Shared Revenues:** Retain state-shared revenues including liquor license fees and taxes.
- **Project-Specific Funding Requests:** Retain/enhance/seek funding for the following projects, in priority order:
  1. SR 516, Jenkins Creek to 185<sup>th</sup> Avenue SE
  2. Covington Community Park, Phase II
  3. Covington Town Center Economic Impact & Infrastructure Cost Study
- **Infrastructure Funding:** Support increased funding for cities' infrastructure design and construction needs, including but not limited to the surface transportation program (MAP-21) and Land & Water Conservation Fund (LWCF) at the federal level; and the Washington Wildlife and Recreation Program (WWRP), Public Works Trust Fund (PWTF), street utility concept, and transportation-package discussions at the state level.

**Comment [DM2]:** Reflects Initiative 1183, which replaces liquor profits with liquor license fees.

**Deleted:** profits

**Comment [DM3]:** We chose not to provide specific dollar amounts beginning last year because staff supplements this agenda with fact sheets that include dollars and are updated as needed.

**Deleted:** <#>Covington Community Park soccer field ¶

**Deleted:** SAFETEA-LU

**Deleted:** Connecting Washington Task Force, and

The City of Covington will support efforts by others to lobby the following issues:

- **Economic Development Funding:** Support constitutional amendments and/or legislation to create pure tax increment financing. Support funding for the Local Infrastructure Financing Tool (LIFT) and Local Revitalization Financing (LRF) programs. Support efforts to make LIFT and LRF simpler, more flexible, and user-friendlier.
- **Tax Exemptions:** Exempt cities' capital projects from the sales tax, and exempt utility and enterprise revenues from the state business and occupations tax.
- **Simple Majority:** Support legislation to replace the supermajority threshold (60%) with a simple majority threshold (50%) for local government bond and levy elections.
- **Unfunded Mandates:** Oppose unfunded and under-funded mandates on local government. Support funding for existing mandates including the National Pollution Discharge Elimination System (NPDES) requirements.
- **Urban Growth Areas:** Provide cities time to annex adjacent land after a county classifies it as urban but before development may occur.
- **Rail & Transit:** Support Auburn's efforts to secure an Amtrak stop, and support other parties' rail advocacy efforts when helpful to Southeast King County's rail and transit advocacy efforts.
- **AWC & SCA Legislative Programs:** Support the Association of Washington Cities (AWC) and Suburban Cities Association (SCA) legislative programs, excluding AWC's position on LEOFF 2 benefit enhancements. Support other local government professional associations' legislative programs when consistent with the aforementioned programs.<sup>1</sup>

**Deleted:** <#>Medical Marijuana: Support legislation enabling medical marijuana use.¶

**Deleted:** state funding programs that are

**Deleted:** Commuter & Passenger

<sup>1</sup> In event of conflict, the order of precedence is 1) Covington, 2) SCA, 3) AWC, 4) others



**City of Covington**  
16720 SE 271<sup>st</sup> Street, Suite 100 • Covington, WA 98042

**SR 516 from Jenkins Creek to 185<sup>th</sup> Ave. SE**

The City of Covington respectfully requests \$13.2 million to fund State Route 516  
Jenkins Creek - 185<sup>th</sup> Ave. SE

**Project Highlights**

Improving SR 516 from Jenkins Creek to 185<sup>th</sup> will spur economic and residential development in eastern Covington and remove a significant bottleneck for traffic coming into downtown Covington. The project will widen SR 516 to five lanes from Jenkins Creek to 185<sup>th</sup> Ave. SE, and widen the Jenkins Creek stream crossing and improve the culvert for stream habitat and fish passage.

**Project Benefits**

- Widens SR 516 from a two-lane rural section to a five-lane urban arterial to address traffic bottleneck.
- Adds sidewalks along the state highway to accommodate pedestrians and facilitate a walking community.
- New structure over stream will accommodate high water flows during storm events.
- Stream crossing will include design features for salmon and stream habitat.
- Improves the safety and visibility of the roadway with new street lighting.
- Medians and u-turns will control access, improve safety, and maintain access to businesses.
- Landscaping strips between the curb and sidewalk will separate pedestrians from motorists.

**Funding Partnership**

The City of Covington respectfully requests that the state contribute \$13.2 million to improve SR 516 from Jenkins Creek to 185<sup>th</sup> Ave SE. Recognizing the positive impact that SR 516 improvements have on the city, Covington has already invested \$2.3 million of local funding to improve SR 516. As a state highway, SR 516 would traditionally be the state’s responsibility to maintain and improve. The City has chosen to share this obligation with the state, and is now asking the state to contribute funding to move the project forward.

*Current Photo of SR 516, Jenkins Creek – 185<sup>th</sup>*



*After Project Improvements are Completed*



**Contact Information**

Glenn Akramoff, Public Works Director  
Don Vondran, PE, Senior City Engineer

- [gakramoff@covingtonwa.gov](mailto:gakramoff@covingtonwa.gov) • (253) 480-2461
- [dvondran@covingtonwa.gov](mailto:dvondran@covingtonwa.gov) • (253) 480-2462



City of Covington

16720 SE 271<sup>st</sup> Street, Suite 100 • Covington, WA 98042

Briefing Sheet

Covington Community Park Construction

The City of Covington respectfully requests \$2.6 million in capital funding for Covington Community Park

Project Highlights

Phase II of Covington Community Park will provide the city’s first and only community event stage, group picnic shelters, outdoor exercise equipment and tennis courts, along with associated parking and an extended trail system that connects with the Green-to-Cedar regional trail leading to Flaming Geyser State Park.

Project Need

In a recent community survey, community events along with health and fitness programs were highly rated needs. The phase II construction project provides important local facilities so families and youth living in the fast growing Covington community don’t need to travel to neighboring cities for recreational opportunities.

Funding Details

Covington has worked hard to fund its community park through partnerships with the state and local partners. The first phase of the project was funded with \$2.2 million in local resources and state funding. Previous city park projects have been funded entirely by local resources. The requested \$2.6 million state capital investment will be the last allocation of funding needed before construction begins for phase II of the project. The City can adapt the construction schedule to accommodate a smaller amount of funding if the full request is not available.



Contact Information

Scott Thomas, Parks and Recreation Director • sthomas@covingtonwa.gov • (253) 480-2481



City of Covington  
16720 SE 271<sup>st</sup> Street, Suite 100 • Covington, WA 98042

Briefing Sheet

# Town Center Economic Impact & Infrastructure Cost Study

The City of Covington respectfully requests \$50,000 to complete a  
Town Center Study

### Project Highlights

With its birth as an unincorporated community crossroads, Covington naturally evolved as a retail shopping area oriented to vehicular travel and was not developed with complete transportation systems or a true downtown. Since incorporation, the community has consistently expressed the desire for a central gathering place.



The town center will offer:

- A traditional “main street” with slow-moving traffic and on-street parking.
- A public plaza for local events, celebrations, and cultural activities.
- A civic center with mixed-use, multiple-story buildings.
- Opportunities for private development, including retail, office, and residential development in mixed-use and stand-alone formats.

### Project Need & Benefits

The city is seeking \$50,000 for a Town Center Economic Impact & Infrastructure Cost Study. This study will determine the town center concept’s economic impact (including job creation and tax revenue generation) and infrastructure costs. The information will position the city to seek the grants necessary to fund town center infrastructure and catalyze private investment.



### Funding Details

This project is currently unfunded.

### Project Schedule

Dependent on funding.

### Contact Information

Derek Matheson, City Manager  
dmatheson@covingtonwa.gov  
(253) 480-2405

## Memorandum

To: Derek Matheson, City Manager  
From: Briahna Taylor, Senior Governmental Affairs Consultant  
Date: Prepared for the December 11<sup>th</sup> Council Discussion  
Subject: AWC Collective Bargaining & Personnel Issues

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One of AWC's major legislative priorities is:

“Pursue options for creating sustainable personnel related costs (such as changes to binding interest arbitration statutes, stabilizing pension contribution funding, and minimizing increases in Workers Compensation rates).”

Based on this position, AWC is proactive pursuing only one piece of legislation on binding interest arbitration. As other personnel-related bills are introduced, AWC may sign in and/or testify on the legislation as it is consistent with the above statement. I have included the specifics of the binding interest arbitration legislation below:

AWC worked with cities and human resources officers to develop a proposal on binding interest arbitration. Binding interest arbitration occurs when a public agency and union are in dispute over a collective bargaining agreement. Under current law, a panel of arbitrators considering a number of factors (see the attached statute).

AWC's proposal would change these factors to include

- The budget priorities as determined by the governing body;
- Financial and budgetary constraints including but not limited to the designation of a reasonable operating reserve as established by the governing body.
- Internal equity within the organization.

The proposal also states that when looking at comparable employers, if there are an adequate number of comparable employers in Washington state, then other west coast employers may not be considered. Comparable employers are determined by population size, financial conditions, population demographics, workforce size, and assessed valuation.

**41.56.465****Uniformed personnel — Interest arbitration panel — Determinations — Factors to be considered.**

(1) In making its determination, the panel shall be mindful of the legislative purpose enumerated in RCW

[41.56.430](#) and, as additional standards or guidelines to aid it in reaching a decision, the panel shall consider:

(a) The constitutional and statutory authority of the employer;

(b) Stipulations of the parties;

(c) The average consumer prices for goods and services, commonly known as the cost of living;

(d) Changes in any of the circumstances under (a) through (c) of this subsection during the pendency of the proceedings; and

(e) Such other factors, not confined to the factors under (a) through (d) of this subsection, that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment. For those employees listed in \*RCW [41.56.030\(7\)\(a\)](#) who are employed by the governing body of a city or town with a population of less than fifteen thousand, or a county with a population of less than seventy thousand, consideration must also be given to regional differences in the cost of living.

(2) For employees listed in \*RCW [41.56.030\(7\)](#) (a) through (d), the panel shall also consider a comparison of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of like employers of similar size on the west coast of the United States.

(3) For employees listed in \*RCW [41.56.030\(7\)](#) (e) through (h), the panel shall also consider a comparison of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of public fire departments of similar size on the west coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers may not be considered.

(4) For employees listed in RCW [41.56.028](#):

(a) The panel shall also consider:

(i) A comparison of child care provider subsidy rates and reimbursement programs by public entities, including counties and municipalities, along the west coast of the United States; and

(ii) The financial ability of the state to pay for the compensation and benefit provisions of a collective bargaining agreement; and

(b) The panel may consider:

(i) The public's interest in reducing turnover and increasing retention of child care providers;

(ii) The state's interest in promoting, through education and training, a stable child care workforce to provide quality and reliable child care from all providers throughout the state; and

(iii) In addition, for employees exempt from licensing under chapter [74.15](#) RCW, the state's fiscal interest in reducing reliance upon public benefit programs including but not limited to medical coupons, food stamps, subsidized housing, and emergency medical services.

(5) For employees listed in RCW [74.39A.270](#):

(a) The panel shall consider:

(i) A comparison of wages, hours, and conditions of employment of publicly reimbursed personnel providing similar services to similar clients, including clients who are elderly, frail, or have developmental disabilities, both in the state

and across the United States; and

(ii) The financial ability of the state to pay for the compensation and fringe benefit provisions of a collective bargaining agreement; and

(b) The panel may consider:

(i) A comparison of wages, hours, and conditions of employment of publicly employed personnel providing similar services to similar clients, including clients who are elderly, frail, or have developmental disabilities, both in the state and across the United States;

(ii) The state's interest in promoting a stable long-term care workforce to provide quality and reliable care to vulnerable elderly and disabled recipients;

(iii) The state's interest in ensuring access to affordable, quality health care for all state citizens; and

(iv) The state's fiscal interest in reducing reliance upon public benefit programs including but not limited to medical coupons, food stamps, subsidized housing, and emergency medical services.

(6) Subsections (2) and (3) of this section may not be construed to authorize the panel to require the employer to pay, directly or indirectly, the increased employee contributions resulting from chapter 502, Laws of 1993 or chapter 517, Laws of 1993 as required under chapter [41.26](#) RCW.

[2007 c 278 § 1; 1995 c 273 § 2; 1993 c 398 § 3.]

**Notes:**

**\*Reviser's note:** RCW [41.56.030](#) was alphabetized pursuant to RCW [1.08.015\(2\)\(k\)](#), changing subsection (7) to subsection (14). RCW [41.56.030](#) was subsequently amended by 2011 1st sp.s. c 21 § 11, changing subsection (14) to subsection (13).

**Effective date -- 1995 c 273:** See note following RCW [41.56.030](#).

**Effective dates -- 1993 c 398:** See note following RCW [41.56.030](#).

## Agenda Item 2

Covington City Council Meeting

Date: December 11, 2012

**SUBJECT:** CONSIDER AND APPROVE NEW INTERLOCAL AGREEMENT BETWEEN THE KENT REGIONAL FIRE AUTHORITY AND THE CITY OF COVINGTON RELATING TO FIRE MARSHAL, INTERNATIONAL FIRE CODE (IFC), AND FIRE INVESTIGATIVE SERVICES FOR THREE YEARS.

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

**ATTACHMENT(S):**

1. Proposed Interlocal Agreement for Fire Services with City of Kent RFA, including Exhibit A.

**PREPARED BY:** Robert Meyers, Building Official

**EXPLANATION:**

The City of Covington is currently contracting the following fire services with the Kent Regional Fire Authority, formerly the City of Kent Fire Department:

1. Fire Plan Review and Inspections
2. Fire Marshal Services
3. Fire Investigations

The City of Covington is satisfied with the current Fire Services from the Kent Regional Fire Authority (RFA) in the current Interlocal Agreement (ILA) and wishes to continue utilizing these Fire Service resources during the next contract period. This new ILA retains all services and resources as they currently exist with some minor word changes to reflect the change to the Kent Regional Fire Authority (RFA). This is a pass through cost on an hourly basis, so the basic cost to the city and our permit applicants will reflect the costs for actual hours worked by the Kent RFA staff to provide the complete range of Fire Prevention Services to the City of Covington in the fiscal year that revenues are collected and expenses are paid.

**ALTERNATIVES:**

None

**FISCAL IMPACT:**

None, except small amounts of time to route plans, issue permits, and reimburse the Kent RFA.

**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 Between the City of Covington and the Kent Regional Fire Authority Relating to Fire Prevention Services.**

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

**INTERLOCAL AGREEMENT  
BETWEEN  
THE KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY AND THE CITY OF  
COVINGTON  
RELATING TO FIRE PREVENTION SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY ("RFA"), and the CITY OF COVINGTON ("Covington").

WHEREAS, the RFA and Covington are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized 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 RFA maintains a professional fire prevention division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations for other agencies including the Cities of Kent ("Kent") and SeaTac; and

WHEREAS, Covington desires to use the resources of the RFA to assist Covington in managing Covington's fire prevention services; and

WHEREAS, Covington has agreed to compensate the RFA for conducting such services; and

WHEREAS, the RFA and Covington find the working relationship established under previous interlocal agreements to be mutually beneficial to both parties and wish to continue this relationship;

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between the RFA and Covington as follows:

**1. Purpose.** It is the purpose of this Agreement to establish the framework to allow the RFA to perform the services required to create and maintain the Covington Fire Prevention Bureau. To that end, the RFA hereby agrees to perform for payment the following services for Covington:

- 1.1 Fire Marshal Administrative Services
  - 1.1.1 Fire Code Administration;
  - 1.1.2 Administration of Fire Prevention Programs;
  
- 1.2 Inspection and Plan Review Services
  - 1.2.1 Inspections pursuant to the International Fire Code (IFC);
  - 1.2.2 Plan reviews pursuant to the IFC;
  - 1.2.3 Inspections of businesses associated with licensing and code compliance; and
  - 1.2.4 Approval of hydrant placements.

- 1.3 Fire Investigative Services
  - 1.3.1 Origin and cause investigations;
  - 1.3.2 Criminal investigations limited to arson and other related crimes; and
  - 1.3.3 Pro-active techniques to reduce the occurrence of arson.

**2. Administration of Agreement.** To carry out the purpose of this Agreement, a two-person board is hereby created to administer this Agreement ("Administrative Board"). The Administrative Board shall consist of the Fire Chief for the RFA and the City Manager or Chief of Police for Covington. The Administrative Board shall meet no less than one time per year to discuss the performance of the obligations of the RFA and Covington pursuant to this Agreement. The Administrative Board may, at its discretion and by mutual agreement, develop policies and procedures to aid in the implementation of this Agreement.

**3. Fire Prevention Services**

3.1 Designation of Fire Chief and Fire Marshal. For the purposes of enforcement of federal, state, and city laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs that relate to the provision of the services hereunder, Covington hereby designates the Fire Chief of the RFA as Covington's Fire Chief, and the RFA's Fire Marshal as Covington's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the RFA and the RFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

3.1.4 Point of Contact. The RFA's Fire Marshal's point of contact shall be Covington's Community Development Director or his/her designee, or other individual as designated by Covington's City Manager.

3.1.5 Information. The RFA's Fire Marshal will make every attempt to keep Covington's point of contact informed and apprised of problems and/or circumstances arising from the administration of the fire code or prevention programs. In return, Covington's point of contact will make every attempt to keep the RFA Fire Marshal informed and apprised of circumstances and/or situations in Covington.

3.2 Fire Marshal Services. Unless otherwise provided for within this Agreement, all work performed by the RFA will be conducted at its offices.

3.2.1 Fire Code Administration. Fire code administration services shall be performed under the authority granted by the International Fire Code as adopted and amended by Covington. When possible, Covington's local code amendments will be adopted in consultation with the RFA's Fire Marshal. If local code amendments are adopted without consulting the RFA's Fire Marshal, Covington will promptly give the RFA's Fire Marshal notice of such local code amendments in order for the RFA to carry out the services provided for in this Agreement.

Administrative rulings, interpretations, and policies shall be retained in accordance with Covington's record retention policies. Covington shall make all changes to its record retention policy promptly available to the RFA. Whenever practical, it shall be the policy to streamline the differences between the Cities of Kent and Covington fire code rulings, interpretations, and policies.

3.2.2 Administration of Fire Prevention Programs. Administration of fire prevention programs shall be performed in the same manner in the City of Kent and Covington.

### 3.3 Inspection and Plan Review Services.

3.3.1 Inspection Pursuant to the IFC. The RFA shall perform fire inspections for Covington in accordance with Section 106 of the IFC, and for permits identified in Section 105 of the IFC.

3.3.1.1 Manner of Inspections. Unless otherwise specifically stated in this Agreement, inspections shall be performed for Covington in the same manner and under the same circumstances as such inspections would be performed for Kent, subject only to any difference provided for in Covington's local code amendments.

3.3.1.2 Frequency of Inspections. The RFA shall perform inspections of all commercial businesses at least annually.

3.3.1.3 Code Enforcement. Although the RFA shall provide inspection services, Covington shall be responsible for taking any action to enforce the provisions of the IFC. Covington shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the IFC and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. The RFA staff who inspected the property and found it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist Covington with enforcing the IFC.

3.3.2 Plan Review Pursuant to the IFC. The RFA shall review plans for building construction, building alteration, and as required by the IFC and Covington's local code amendments. The RFA will pick up and deliver plans to and from Covington's City Hall. All plan review work will be conducted at the RFA's offices.

3.3.2.1 Time for Review. Upon its receipt of plans the RFA shall have two (2) weeks to conduct its initial plan review and to provide comments regarding those plans. If the

RFA finds that more time is required to complete its review, the RFA will promptly notify Covington and provide an explanation of why additional time is required. If mutually agreed to by the RFA's Fire Marshal and Covington's point of contact, this two (2) week review period may be increased or decreased to provide enhanced customer service on a needed basis. Upon completion of such review, the RFA will return the plans along with any comments to Covington.

3.3.2.2 Availability to Discuss Plans. The RFA shall be available to Covington and the party who submitted the plans to discuss any comments to the plans or the requirements of the IFC and Covington's local code amendments.

3.3.2.3 Issuance of Permits - Collection of Fees. Covington shall establish all fees and will remain responsible for issuing all building permits and collecting all permit fees.

3.3.2.4 Records. Except for working copies, all other records, documents, and drawings pertaining to fire prevention services provided for under this Agreement will be maintained at Covington's City Hall and be the sole property of Covington.

3.3.2.5 Other Services Necessary. The RFA will provide additional services necessary during the permit review process, including pre-application review, pre-construction conferences, meetings, phone calls, and other such activities deemed necessary to provide a high level of customer service and effectively implement the intent of this Agreement and of the IFC.

3.3.3 Inspections Associated with Business Licensing. The RFA will provide initial and annual fire and life safety inspections associated with business licensing in Covington.

3.3.4 Approval of Placement of Hydrants. The RFA will approve the placement of all hydrants within Covington for the water purveyors.

#### 3.4 Fire Investigative Services.

3.4.1 Origin and Cause Investigations. Origin and cause investigations shall be performed in accordance with the RFA's Policies and Procedures. Furthermore, investigations shall follow the recommended procedures as outlined by the State of Washington Certified Fire Investigator program.

Origin and cause determinations shall fall into the following categories: Accidental, Incendiary, Natural, and Undetermined. The investigation of the origin and cause of a fire shall be conducted in a

timely manner, and all reports and documentation that are produced as a result of the investigation shall be prepared in a timely manner. Reports and documentation produced during an investigation shall be maintained by the RFA for a period of seven (7) years in accordance with the RFA's record retention policy. As the RFA's Fire Investigators are commissioned law enforcement personnel, any evidence gathered during a criminal investigation shall be maintained by the Kent Police Department in accordance with Kent policies and procedures relating to the retention of evidence of other crimes. Covington's Police Chief shall complete and execute the Level of Service Interlocal Agreement, attached as EXHIBIT A hereto and fully incorporated by this reference, to establish the scope of law enforcement authority of the commissioned investigators within Covington's city limits.

3.4.2 Criminal Investigations Limited to Arson and Other Related Crimes. In the event of an incendiary fire cause, the RFA shall conduct an appropriate criminal investigation to include evidence collection, witness interviews, follow-up documentation, suspect interrogations, and suspect arrest when probable cause exists. In the event that it is determined that the incident originated as a result of an explosive device, a King County Sheriff's Office Bomb Disposal Unit Detective will be called and a cooperative or parallel investigation will be conducted. Every effort shall be made to have a uniformed Covington police officer present when effecting arrests in Covington. All proper documentation shall be completed for the filing of criminal charges as per the King County Prosecutor Filing Guidelines.

3.4.3 Proactive Techniques to Reduce the Occurrence of Arson. The RFA recognizes that by taking a proactive stance to combat arson, many smaller arson fires may be prevented before larger fires are caused. Therefore, the RFA shall employ proven techniques used to identify arson offenders. These include, but are not limited to, conducting surveillance, pin mapping, and intelligence gathering when appropriate and in accordance with applicable laws.

3.4.4 Information. The RFA shall make every attempt to keep Covington's Police Chief informed as to the status of all fires that occur in Covington by providing a monthly report, in a form approved by Covington's Police Chief, by the 5<sup>th</sup> of the following month. The report shall include the following information:

- 3.4.4.1 Case Numbers;
- 3.4.4.2 Location;
- 3.4.4.3 Cause;
- 3.4.4.4 Brief Summary;
- 3.4.4.5 Disposition;
- 3.4.4.6 Involved individuals; and
- 3.4.4.7 Change in status of any existing case.

4. Duration. This Agreement shall become effective on January 1, 2013. Should this Agreement be ratified by the legislative bodies of Covington and Kent

after January 1, 2013, this Agreement shall be effective retroactively as of January 1, 2013. Unless terminated as provided for in Section 7, this Agreement shall remain in full force and effect through December 31, 2015. This Agreement may be extended by mutual written agreement of the parties subject to the ratification of such extension by the legislative body of each city, and the execution of an appropriate contract amendment.

**5. Payment to the RFA.**

5.1 In consideration of this Agreement and the services provided, Covington will pay the RFA an hourly rate as identified in subsection 5.2 for each hour of all work performed by RFA staff. Each hour shall be divided into fifteen (15) minute increments, or four (4) units. Covington shall pay for each fifteen (15) minute increment, which shall be rounded to the nearest fifteen (15) minute increment. Covington shall be required to pay the RFA regardless of whether Covington is paid or collects its fees from permit applicants or other responsible parties for the services rendered by the RFA staff. At the end of each quarter, the RFA will submit an invoice to Covington, in a form agreed upon by the Administrative Board, for the services provided during that immediately preceding quarter by the 10<sup>th</sup> of the following month. For the purposes of this Agreement, quarters shall end on March 31, June 30, September 30, and December 31 of each year. Covington will remit payment to the RFA within thirty (30) days from the date of the RFA's invoice.

5.2 Hourly Rate.

5.2.1 Fire Marshal. Covington shall pay the RFA an hourly rate of \$148.92 per hour for work performed by RFA's Fire Marshal.

5.2.2 Other Sworn Personnel. Covington shall pay the RFA an hourly rate of \$125.29 per hour for work performed by all other RFA staff, excluding RFA's Fire Marshal.

5.2.3 Annual Adjustment. Each year, the hourly rates charged under this Agreement will increase by the amount equal to the percentage increase in the Consumer Price Index (CPI) for Seattle-Tacoma-Bremerton (All Urban Consumers) for the previous year from the period of June to June. The rate will be rounded to the nearest cent.

5.3 Billing Dispute. In the event that there is a dispute regarding the amount of money owed by Covington to the RFA, the Administrative Board shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into the registry of the King County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute.

5.4 Reconciliation of Amount Due After Termination or Expiration. Within thirty (30) days of the effective date of this Agreement's expiration or earlier termination, the RFA shall submit an invoice to Covington as

described in subsection 5.1 of this Agreement for the past quarter or part thereof. Within thirty (30) days of submitting the statement, the parties shall reconcile the account and determine the amount Covington owes to the RFA for unpaid services. Final payment and settlement of accounts shall occur within ninety (90) days of the effective date of termination of the Agreement.

**6. Ownership of Property.** The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by the RFA shall remain the property of the RFA and any property owned by Covington shall remain the property of Covington.

**7. Termination.**

7.1 Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with 180 days advance written notice of such termination.

7.2 Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

7.3 Termination for Breach. The RFA may terminate this Agreement with fourteen (14) days advance written notice upon the failure of Covington to make payments as required by this Agreement. Covington may terminate this Agreement upon fourteen (14) days advance written notice in the event the RFA fails to provide services as required in this Agreement except disputes handled per subsection 5.3.

**8. Indemnification and Hold Harmless.** Covington agrees to defend, indemnify, and hold harmless the RFA and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Covington or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Covington or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.

The RFA agrees to defend, indemnify, and hold harmless Covington and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by the RFA or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the RFA or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

It is further specifically and expressly understood 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.

**9. Insurance.** The RFA and Covington shall carry and maintain, for the duration of this Agreement, general liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington with the following minimums:

<u>General Liability:</u>	\$1 million per occurrence; and
<u>Property Damage:</u>	\$1 million per occurrence; and
<u>Errors and Omissions:</u>	\$1 million per occurrence.

The insurance policies shall name the other party of this Agreement and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall have a thirty (30) days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be "occurrence based" rather than "claims made." In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self insurance pool in the state of Washington with protection equal to or greater than that specified herein.

**10. Miscellaneous.**

10.1 Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances 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.

10.2 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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 parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

10.3 Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

The parties recognize that the RFA may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that the RFA may become a party to an interlocal agency in conjunction with other south county municipalities for the purpose of performing the work called for in this Agreement. Covington agrees that by signing this Agreement, the performance of the work called for in this Agreement may be performed by an interlocal agency in which the RFA is a party, and that investigators who are employed by jurisdictions other than the RFA which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in Covington.

10.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.

10.5 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.

10.6 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 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.

10.7 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

10.8 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

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10.9 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.**

**COVINGTON:**

**KENT:**

CITY OF COVINGTON:

THE KENT FIRE DEPARTMENT REGIONAL  
FIRE AUTHORITY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Derek M Matheson  
Its City Manager

Print Name: Jim Schneider  
Its Fire Chief

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

Derek M. Matheson, City Manager  
City of Covington  
16720 SE 271<sup>st</sup> Street  
Covington, WA 98042

Jim Schneider, Chief  
Kent Fire Department RFA  
24611 116<sup>th</sup> Ave SE  
Kent, WA 98030  
(253) 856-4300 (telephone)  
(253) 856-6300 (facsimile)

(253) -480-2400 (telephone)  
(253) 480-2401 (facsimile)

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Brian Snure,  
RFA Attorney

**EXHIBIT A**  
**REGIONAL FIRE INVESTIGATION TASK FORCE**  
**LEVEL OF SERVICE INTERLOCAL AGREEMENT**

The Regional Fire Investigation Task Force (the “Task Force”) provides fire investigative services within the boundaries of the Valley Regional Fire Authority (the “VRFA”) and the Kent Fire Department Regional Fire Authority (the “Kent RFA”), including the cities of SeaTac and Covington under a contract for services with Kent RFA, pursuant to the terms of a Regional Fire Investigation Task Force Interlocal Agreement (the “Agreement”).

The VRFA fire investigator is a specially commissioned peace officer commissioned by the Chief of the Pacific Police Department pursuant to RCW 10.93.090.

The Kent RFA fire investigators are specially commissioned peace officers commissioned by the Chief of the Kent Police Department pursuant to RCW 10.93.090.

In order to clearly establish the level of service and scope of authority that the specially commissioned fire investigators have in each city served by the Task Force, each city hereby completes the following Level of Service Designation.

**Level of Service Designation**

Task Force investigators are authorized to perform the following fire investigative services within the boundaries of the City of Covington (the “City”):

**Level of Service** (initial appropriate box)

1. Cause and origin investigations, including post blast investigations.

2. Level of Service No. 1 plus follow up criminal investigations.

3. Level of Service No. 2 plus arrests, if warranted, by commissioned investigators with coordination and assistance from local law enforcement.

4. Level of Service No. 3 plus filing charges with appropriate court by commissioned investigators with coordination and assistance from local law enforcement.

This Level of Service Designation constitutes a limited mutual law enforcement assistance agreement for purposes of fire investigations pursuant to RCW 10.93.090(2). The provisions of Paragraphs 12, 13 and 14 of the Regional Fire Investigation Task Force Interlocal Agreement are intended to modify the liability provisions of RCW 10.93.040 and shall define the relationship between VRFA, the Kent RFA and the City. This agreement shall remain in force until revoked or modified in writing by the City's Police Chief.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Police Chief

**SUBJECT:** CONSIDER RIGHT OF FIRST REFUSAL AGREEMENT WITH KENT SCHOOL DISTRICT TO PURCHASE THE COVINGTON ELEMENTARY SCHOOL PROPERTY

**RECOMMENDED BY:** Sara Springer, City Attorney  
Derek Matheson, City Manager

**ATTACHMENT(S):**

1. Right of First Offer Agreement with Kent School District

**PREPARED BY:** Sara Springer, City Attorney

**EXPLANATION:**

Kent School District's (KSD) Covington Elementary property (the "Property") is a strategic piece of land desired by the city for future development to fulfill core economic development and land use goals for the city's Downtown Plan. As such, over the past several months the city and KSD have negotiated the terms of an agreement that would provide the city the first opportunity, before all other potential purchasers, to purchase the Property.

The agreement produced from said negotiations is the attached proposed Right of First Offer (ROFO) agreement. The ROFO is for a term of three years and requires that upon KSD's decision to sell the Property, before they may sell the Property to a third party, KSD must notify the city of their intent to sell and present the city with a cash purchase price offer. The city may then accept the initial cash purchase price offer or choose to negotiate the purchase price. If the city does not accept the initial offer price and chooses to negotiate with KSD, KSD is under no obligation to sell the property to the city and may accept a third-party offer at any time during the negotiation period. If no agreement is reached between the parties by the end of the sixty-day negotiation period, the ROFO agreement expires and KSD is under no further obligation to the city.

At their November 14, 2012, meeting KSD's Board of Directors reviewed the attached ROFO agreement and agreed that it should be forwarded to Covington's City Council for review and approval.

**ALTERNATIVES:**

1. Do not authorize the city manager to execute the Right of First Offer agreement.

**FISCAL IMPACT:** None at this time. The ROFO does not require the city to purchase the Property.

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

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_  
seconds, to authorize the City Manager to execute the Right of First Offer  
Agreement with the Kent School District.**

REVIEWED BY:    City Manager; City Attorney



# ATTACHMENT 1

RECEIVED  
City of Covington

NOV 15 2012

Executive Office

November 15, 2012

Mr. Derek Matheson  
City Manager  
City of Covington  
16720 SE 271st Street  
Covington, WA 98042

Dear Mr. Matheson:

Enclosed is the Kent School District Right of First Refusal for the Covington Elementary property. The Kent School District Board of Directors, at their November 14, 2012 meeting, reviewed the agreement and agreed it should be sent to the City for your approval.

Once the Covington City Council has approved the Right of First Refusal, please let my office know and we will come and get the document for our Board to sign.

Should you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard A. Stedry'.

Dr. Richard A. Stedry, Ed.D.  
Chief Business Officer

RS:ds

Enclosure

**Business Services**  
12033 SE 256th Street  
Suite A-600  
Kent, Washington  
98030-6503  
Ph: 253-373-7295  
Fax: 253-373-7018

**RIGHT OF FIRST OFFER AGREEMENT  
BETWEEN THE CITY OF COVINGTON AND THE KENT SCHOOL DISTRICT**

This Right of First Offer Agreement (“Agreement”) is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the Kent School District No. 415 (“Grantor”) and the City of Covington, Washington, a municipal corporation (“Grantee”).

**RECITALS**

- A. Grantor owns certain real property described in Exhibit A, which is attached hereto and incorporated herein by this reference, commonly known as Covington Elementary School, in Covington, King County, Washington (the “Property”).
- B. The Property is a strategic piece of land desired by the City for future development to fulfill core town center economic development and land use goals for the City’s Downtown Plan adopted by the City in 2009.
- C. To assist the City in fully realizing development of their town center, Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, a right of first offer to purchase the Property, together with all appurtenant rights that Grantor has in the Property, pursuant to the terms and conditions stated in this Agreement.

**AGREEMENT**

1. Right of First Offer. For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

(a) During the term of this Agreement, Grantee shall have an ongoing right of first offer (“Right of First Offer”) to purchase the Property, together with all appurtenant rights that Grantor has in the Property. Before Grantor may sell the Property to a third party, Grantor shall first offer the Property to Grantee following the procedures set forth in this Agreement. “Sell” shall be defined as including any transfer or conveyance of all or any portion of the Property or Grantor’s interest in the Property, except for a conveyance or transfer by gift. After a conveyance or transfer by gift, the Right of First Offer shall remain in effect against the person holding title or any other interest in the Property.

(b) Upon publishing the required notice of sale pursuant to Chapter 28A.335.120(3) of the Revised Code of Washington, at the end of the required forty-five (45) day waiting period, Grantor shall send timely written notice to Grantee of Grantor’s desire to sell the Property (“First Offer Notice”). The First Offer Notice shall state the cash purchase price (“ROFO Purchase Price”) at which Grantor is willing to sell the Property to Grantee.

(c) If Grantee desires to exercise its Right of First Offer in response to a First Offer Notice, then within ten (10) business days following receipt of Grantor's First Offer Notice Grantee shall notify Grantor in writing either (i) of Grantee's exercise of the Right of First Offer, or (ii) of Grantee's interest in exercising the Right of First Offer subject to a reservation of right to further negotiate the ROFO Purchase Price ("Grantee's Exercise Notice").

(d) If Grantee does not reserve the right in Grantee's Exercise Notice to further negotiate the ROFO Purchase Price, Grantee shall prepare and deliver to Grantor a Real Estate Purchase and Sale Agreement (PSA) containing the terms under which Grantee is willing to purchase the Property.

(e) If, however, Grantee in Grantee's Exercise Notice reserves the right to further negotiate as provided in subsection 1(c) above, then Grantor shall negotiate the ROFO Purchase Price and/or terms of the PSA with Grantee in good faith during a period not to exceed sixty (60) calendar days following Grantor's receipt of Grantee's Exercise Notice ("Negotiating Period"). If during the Negotiation Period Grantor and Grantee mutually agree to the terms of sale, then prior to the expiration of the Negotiation Period, Grantor and Grantee shall execute a PSA to that effect and Grantee shall deliver it to the Escrow Holder. The "Effective Date" of the PSA shall be deemed the date on which the PSA is delivered to the Escrow Holder as fully executed by both parties. "Good faith" as used herein shall allow Grantor to reject Grantee's offer in the event that Grantor receives an offer from a third party that is, in its sole and absolute judgment, more favorable than Grantee's offer.

(f) Grantor's sale of the Property to Grantee, and Grantee's purchase thereof from Grantor, shall be subject to the terms and conditions of the PSA.

(g) If Grantee does not timely accept the terms of the First Offer Notice, or if Grantor and Grantee do not mutually agree upon the ROFO Purchase Price and/or such other terms in the PSA prior to expiration of the Negotiation Period, then Grantor and Grantee shall be relieved from all obligations under the PSA and Grantor shall be free to sell the Property to any third party on any terms acceptable to Grantor in Grantor's sole discretion.

2. Term. This Agreement shall begin on the above noted effective date and continue until 3:00pm on December 31, 2016, unless terminated sooner in accordance with the terms of this Agreement.

3. Termination. This Agreement shall automatically terminate on the first of the following events to occur:

(a) Grantee, in contravention of this Agreement, assigns or attempts to assign Grantee's rights under this Agreement;

(b) Upon Grantee's failure to timely exercise the Right of First Offer as set forth in Section 1 herein;

(c) The expiration of the Term; or

(d) The purchase of the Property by Grantee.

(e) Upon termination of this Agreement the parties shall jointly execute a written termination notice to be recorded by Grantor against the Property.

4. Litigation Costs. If any legal action or any other proceeding, including an arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled. The term "prevailing party" shall include without limitation (i) a party dismissing an action in exchange for sums allegedly due; (ii) a party receiving performance from the other party of an alleged breach of covenant or a desired remedy where the performance is substantially equal to the relief sought in an action; or (iii) the prevailing party as determined by a court of law.

5. Assignment. Grantee's rights and obligations under this Agreement shall not be assigned without Grantor's prior written consent, which consent may be withheld in the sole and absolute discretion of Grantor, and any assignment without Grantor's consent shall be void.

6. Successors and Assigns. Subject to the restrictions on assignment stated above, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, heirs, and assigns.

7. Notices. All notices required or permitted to be given under this Agreement shall be in writing and mailed, postage prepaid, by certified or registered mail, return receipt requested, or by personal delivery, to the address indicated below or at other places that Grantor and Grantee may, from time to time, designate by written notice given to the other. The address change shall not be effective until three (3) days after notice of the change. Notices shall be deemed sufficiently served two (2) days after the date of mailing or upon personal delivery.

Notice to Grantor shall be served as follows:

Kent School District No. 415  
Attn: Chief Business Officer  
12033 SE 256<sup>th</sup> Street  
Kent, WA 98030-6503

Notice to Grantee shall be serves as follows:

City of Covington  
Attn: City Manager  
16720 SE 271<sup>st</sup> Street, Suite 100  
Covington, WA 98042-4964

8. Counterpart or Duplicate Copies. This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

9. Time of Essence. Time is of the essence for all provisions in this Agreement.

10. Memorandum of Recordation. A memorandum of this Agreement may be recorded at Grantee's option, and Grantor, at request of Grantee, shall deliver to Grantee a signed and acknowledged memorandum.

11. Captions. Captions and headings in this Agreement, including the title of this Agreement, are for convenience only and are not to be considered in construing this Agreement.

12. Entire Agreement. This Agreement and the Exhibits contain the entire agreement of the parties and supersede any prior agreements or understandings of the parties, whether written or oral, regarding the subject matter of this Agreement.

13. Modification and Amendment. This Agreement may not be modified or amended except in writing signed by Grantor and Grantee.

14. Governing Law. This Agreement shall be governed by Washington state law.

**GRANTOR**  
**KENT SCHOOL DISTRICT No. 415**

**GRANTEE**  
**CITY OF COVINGTON**

---

By: Dr. Edward Lee Vargas  
Its: Superintendent

---

By: Derek Matheson  
Its: City Manager

## Exhibit A

### Legal Description

That portion of the North 438 feet of the Southeast Quarter of the Northwest Quarter of Section 36, Township 22 North, Range 05 East W.M. lying westerly of County Road known as S.E. Wax Road;

EXCEPT the portion thereof deeded to Water District No. 105 under Recording No. 5230180, which is described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 36, Township 22 North, Range 05 East W.M.;

Thence South  $01^{\circ} 18' 21''$  West 108.21 feet;

Thence South  $41^{\circ} 10' 02''$  West 14.00 feet;

Thence North  $48^{\circ} 49' 58''$  West 55.00 feet;

Thence North  $41^{\circ} 10' 02''$  East 24.00 feet to the True Point of Beginning;

Thence North  $41^{\circ} 10' 02''$  East 30.00 feet;

Thence North  $48^{\circ} 49' 58''$  West 30.00 feet;

Thence South  $41^{\circ} 10' 02''$  West 30.00 feet;

Thence South  $48^{\circ} 49' 58''$  East 30.00 feet to the True Point of Beginning;

TOGETHER WITH Tract 3 of King County Short Plat No. 776006, recorded under Recording No. 7610290948, records of King County;

EXCEPT the portion thereof conveyed to the City of Covington by deed recorded under Recording No. 20080602001876, records of King County.

Assessor's Tax Parcel No.: 362205-9081

Commonly known as the Covington Elementary School property.

(actual legal description to be corrected to reflect actual ownership based on title report concurrent with sale)

**Agenda Item 4**  
Covington City Council Meeting  
Date: December 11, 2012

**SUBJECT: CONSIDER PROPOSED ORDINANCE ADOPTING THE CY2013 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2013 COST OF LIVING ADJUSTMENT FOR CITY EMPLOYEES**

**ATTACHMENT(S):**

1. Proposed 2013 Budget Ordinance with exhibits.

**RECOMMENDED BY: Rob Hendrickson, Finance Director**

**EXPLANATION:**

The City Council has received the 2013 budget, held public hearings, and listened to presentations from staff about their respective departments. The City Manager presented an overview of the budget and gave his perspective on current and future budgets. In addition, Council reviewed the 6-year financial forecast.

Based on direction from the Council, this ordinance represents the final known budget that the Council wishes to adopt for CY2013. 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 CY2013.
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 CY2013 Budget, including transfers-in (out), totals \$27,389,430.

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds, to pass an Ordinance adopting the CY2013 Operating  
and Capital Budget.**

**ORDINANCE NO. 19-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING THE CY2013 OPERATING AND CAPITAL BUDGET AND IMPLEMENTING THE CY2013 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 2013 was prepared and filed with the City Clerk; and

WHEREAS, public hearings were scheduled and properly noticed for October 23, 2012, at 7:00 pm and November 27, 2012, at 7:00 pm for the purpose of making and adopting the final budget for the year 2013; 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 2013 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 2013 is hereby adopted at the fund level in its final form and content as set forth in the document entitled "City of Covington 2013 Budget" dated December 11, 2012, a true and correct copy of which is attached hereto as Exhibit "A".

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Covington for the year 2013, 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 2013 as set forth below:

<u>FUND</u>	<u>AMOUNT</u>
General Fund	11,523,848
Street Fund	1,204,244
Development Services Fund	2,742,131
Parks and Recreation Fund	1,712,687
Surface Water Management Fund	3,696,642
Capital Investment Program	2,036,623
Cumulative Reserve Fund	1,377,776
Contingency Fund	419,029
Real Estate Excise Tax Fund 1 <sup>st</sup> Qtr	181,560
Real Estate Excise Tax Fund 2 <sup>nd</sup> Qtr	181,560
Local Improvement District	90,735
LID Guaranty Fund	52,414
Long-Term Debt Service Fund	1,283,211
Unemployment Reserve Fund	190,499
Equipment Replacement Fund	<u>696,471</u>
<b>Total All Funds</b>	<b><u>27,389,430</u></b>

Section 3. The 2013 budget provides funding for and it is hereby authorized that a 2.6730% Cost of Living Adjustment (COLA) for all regular (non-contract) city employees is to take effect on January 1, 2013.

Section 4. The 2013 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 2013 Salary Schedule for authorized positions is attached hereto as Exhibit "B".

Section 6. Section 2 of Ordinance No. 14-11 is amended to read as follows:

**Dedication.** The City Council hereby dedicates one twelfth of utility tax collections to the maintenance and operations of City parks.

Section 7. 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 8. 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 9. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Adopted by the Council on this 11<sup>th</sup> day of December, 2012.

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

ATTESTED:

PUBLISHED: December 14, 2012

EFFECTIVE: December 19, 2012

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

APPROVED AS TO FORM:

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

2013

EXHIBIT A

City of Covington  
Adopted Budget - By Fund  
For the Fiscal Year 2013

	General Fund	Street Fund	Development Services Fund	Parks Fund	Surface Water Management Fund	Capital Investment Program Fund	Cumulative Reserve Fund
Beginning Fund Balances (Projected), January 1, 2013	\$ 3,191,576	\$ 387,386	\$ 1,431,422	\$ 214,361	\$ 1,915,656	\$ 836,696	\$ 1,367,301
Projected Revenues:	8,271,462	570,641	1,310,709	1,053,090	1,780,986	1,199,927	8,600
Projected Expenditures:	(6,944,601)	(923,838)	(975,102)	(1,268,524)	(1,685,063)	(1,272,000)	-
Fund Transfers In:	60,810	246,217	-	393,236	-	-	1,875
Fund Transfers (Out):	(1,532,061)	(1,875)	-	(27,483)	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	(144,390)	(108,855)	335,607	150,319	95,923	(72,073)	10,475
Base Budget Projected Ending Fund Balances, December 31, 2013	\$ 3,047,186	\$ 278,531	\$ 1,767,029	\$ 364,680	\$ 2,011,579	\$ 764,623	\$ 1,377,776
<b>Decision Packages:</b>							
Decision Packages Expenditures:	(124,083)	53,200	(52,956)	(217,645)	(46,413)	-	-
Related Revenues	-	-	-	-	-	-	-
Fund Transfers In:	-	-	-	52,000	-	-	-
Fund Transfers (Out):	(52,000)	-	-	-	-	-	-
Debt Proceeds:	-	-	-	-	-	-	-
Total Decision Packages	(176,083)	53,200	(52,956)	(165,645)	(46,413)	-	-
Assigned Ending Fund Balance	2,192,423	-	-	-	-	73,432	-
Adjusted Ending Fund Balances, December 31, 2013	\$ 678,680	\$ 331,731	\$ 1,714,073	\$ 199,035	\$ 1,965,166	\$ 691,191	\$ 1,377,776
Totals for Budget Ordinance Sources	\$ 11,523,848	\$ 1,204,244	\$ 2,742,131	\$ 1,712,687	\$ 3,696,642	\$ 2,036,623	\$ 1,377,776
Totals for Budget Ordinance Uses	(11,523,848)	(1,204,244)	(2,742,131)	(1,712,687)	(3,696,642)	(2,036,623)	(1,377,776)

# 2013

**City of Covington**  
Adopted Budget - By Fund  
For the Fiscal Year 2013

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
\$ 419,029	\$ -	\$ -	\$ -	\$ 52,314	\$ -	\$ 151,333	\$ 573,241	\$ 10,540,315
-	181,560	181,560	38,321	100	-	39,166	123,230	14,759,352
-	-	-	(29,925)	-	(1,283,211)	(50,000)	(105,549)	(14,537,813)
-	-	-	52,414	-	1,283,211	-	-	2,037,763
-	(181,560)	(181,560)	(60,810)	(52,414)	-	-	-	(2,037,763)
-	-	-	-	(52,314)	-	(10,834)	17,681	221,539
\$ 419,029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,499	\$ 590,922	\$ 10,761,854
-	-	-	-	-	-	-	-	(387,897)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	52,000
-	-	-	-	-	-	-	-	(52,000)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	(387,897)
-	-	-	-	-	-	-	-	2,265,855
\$ 419,029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,499	\$ 590,922	\$ 8,108,102
\$ 419,029	\$ 181,560	\$ 181,560	\$ 90,735	\$ 52,414	\$ 1,283,211	\$ 190,499	\$ 696,471	\$ 27,389,430
(419,029)	(181,560)	(181,560)	(90,735)	(52,414)	(1,283,211)	(190,499)	(696,471)	\$ (27,389,430)

**City of Covington**  
**Employee Positions/Salary Range Schedule**  
**For the Fiscal Year 2013**

**EXHIBIT B**

<b>Position</b>	<b>Salary Range Annual</b>	
City Manager	\$ 141,826	- \$ 169,347
Community Development Director	\$ 112,342	- \$ 134,141
Finance Director	\$ 112,342	- \$ 134,141
Parks & Recreation Director	\$ 112,342	- \$ 134,141
Public Works Director	\$ 112,342	- \$ 134,141
Senior City Engineer	\$ 97,071	- \$ 115,907
Building Official	\$ 91,576	- \$ 109,347
City Engineer	\$ 91,576	- \$ 109,347
Development Review Engineer	\$ 81,503	- \$ 97,319
City Clerk/Executive Assistant	\$ 76,889	- \$ 91,809
Personnel Manager	\$ 74,714	- \$ 89,213
Senior Accountant	\$ 72,537	- \$ 86,614
Maintenance Supervisor	\$ 72,537	- \$ 86,614
Community Relations Coordinator	\$ 72,537	- \$ 86,614
Plans Examiner/Building Inspector	\$ 72,537	- \$ 86,614
Recreation Manager	\$ 72,537	- \$ 86,614
Senior Information Systems Administrator	\$ 70,484	- \$ 84,162
Senior Planner	\$ 70,484	- \$ 84,162
Accountant	\$ 68,431	- \$ 81,709
Aquatic Supervisor	\$ 68,431	- \$ 81,709
Engineering Tech III	\$ 68,431	- \$ 81,709
Permit Center Coordinator	\$ 64,558	- \$ 77,085
Construction Inspector	\$ 64,558	- \$ 77,085
Associate Planner	\$ 62,730	- \$ 74,903

**City of Covington**  
**Employee Positions/Salary Range Schedule**  
**For the Fiscal Year 2013**

<b>Position</b>	<b>Salary Range</b> <b>Annual</b>	
Code Enforcement Officer	\$ 60,904	- \$ 72,722
Senior Maintenance Worker	\$ 60,904	- \$ 72,722
Senior Deputy City Clerk	\$ 59,180	- \$ 70,664
Personnel & HS Analyst	\$ 59,180	- \$ 70,664
Finance Specialist	\$ 57,457	- \$ 68,607
Maintenance Worker	\$ 57,457	- \$ 68,607
Deputy City Clerk	\$ 55,830	- \$ 66,664
Engineering Technician II	\$ 55,830	- \$ 66,664
Office Supervisor/PW	\$ 55,830	- \$ 66,664
Assistant Planner	\$ 54,205	- \$ 64,723
Accounting Clerk	\$ 51,135	- \$ 61,057
Aquatics Specialist	\$ 51,135	- \$ 61,057
Engineering Tech I	\$ 51,135	- \$ 61,057
Office Technician II - PW or EO	\$ 44,222	- \$ 52,803
Management Assistant	\$ 39,358	- \$ 46,995
Specialty Instructor	\$ 32,293	- \$ 38,559
Water Safety Instructor	\$ 32,293	- \$ 38,559
Recreation Assistant	\$ 32,293	- \$ 38,559
Aquatics Lead	\$ 27,216	- \$ 32,497
Lifeguard	\$ 25,007	- \$ 29,860
Maintenance Worker (Seasonal)	\$ 26,937	- \$ 32,164
Office Assistant	\$12/hr flat rate	

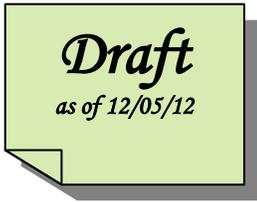
## **DISCUSSION OF FUTURE AGENDA TOPICS:**

**7:00 p.m., Wednesday, December 26, 2012 Regular Meeting**

**6:00 p.m. Tuesday, January 8, 2013 Special Meeting  
Joint Study Session with Planning Commission**

**7:00 p.m. Tuesday, January 8, 2013 Regular Meeting**

**(Draft Agendas Attached)**



Covington: Unmatched quality of life  
**CITY OF COVINGTON**  
**CITY COUNCIL REGULAR MEETING AGENDA**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)



**Wednesday, December 26, 2012**  
**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** *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment is not intended for conversation or debate. Comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.\**

**APPROVE CONSENT AGENDA - NONE**

**NEW BUSINESS - NONE**

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

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

**EXECUTIVE SESSION – If Needed**

**ADJOURN**

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

**Draft**  
as of 12/06/12

Covington: Unmatched quality of life



**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

**Tuesday, January 8, 2013 - 6:00 p.m.**

**\*\*Please note meeting start time \*\***

**GENERAL INFORMATION:**

*The study session is an informal meeting involving discussion between and among the City Council, Commission (if applicable) 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 2013 Work Plan

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

**ADJOURN**

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

***\*Note\* A Regular Council meeting will immediately follow at approximately 7:00 pm***



Covington: Unmatched quality of life  
**CITY OF COVINGTON**  
**CITY COUNCIL REGULAR MEETING AGENDA**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)



**Tuesday, January 8, 2013**  
**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** *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment is not intended for conversation or debate. Comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.\**

**APPROVE CONSENT AGENDA**

- C-1. Minutes: December 11, 2012 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)

**PUBLIC HEARING**

- 1. Receive Public Testimony and Consider Ordinance Renewing/Extending Medical Marijuana Moratorium. (Hart)

**NEW BUSINESS**

- 2. 2012 Employee Pride Award Announcement (Beaufre)
- 3. Consider Resolution Appointing Members of the Council's Audit Committee (Hendrickson)
- 4. Appointments of 2013 Primary Representatives and Alternates to the following: (Council)
  - South County Area Transportation Board (SCATBd)
  - Sound Cities Association's Public Issues Committee (PIC)
  - Metropolitan Solid Waste Management Advisory Committee (MSWMAC)
  - Watershed Basins within Water Resource Inventory Area 9 Forum (WRIA 9)
  - Kent Fire Department Regional Fire Authority (RFA)
  - Southeast Area Transportation Solutions (SEATS)
- 5. Franchise Fee and Utility Users Tax Compliance Review Services Agreement (Hendrickson)
- 6. MuniServices LLC/Consultant Services Agreement (Hendrickson)
- 7. Approve Contracts with Stalzer & Associates, BranBar LLC and Oakpointe Holdings, LLC for Northern Gateway Phase II (Hart)

**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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