

Covington: Unmatched quality of life

AGENDA CITY OF COVINGTON CITY COUNCIL REGULAR MEETING

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Tuesday, June 12, 2012

7:00 p.m.

City Council Chambers

16720 SE 271st Street, Suite 100, Covington

****Note**** A Special Meeting is scheduled from 6:15 to 7:00 p.m.

CALL CITY COUNCIL MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

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

APPROVE CONSENT AGENDA

- C-1. Minutes of May 22, 2012 Special & Regular Meetings (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Amend City Manager Employment Agreement (Beaufreere)
- C-4. Approve Maintenance Facility Lease Agreement (Junkin)
- C-5. Wingfield North Storm Drainage Easement (Lyons)

PUBLIC HEARING

- 1. Receive Testimony and Discuss 2013-2018 Transportation Improvement Program (Vondran)

NEW BUSINESS

- 2. Consider Code Changes for Wireless Communications Facilities Ordinance (Hart)
- 3. Approve Contract for Animal Control Services (Matheson)
- 4. Approve Covington Community Park Construction Contract (Vondran)

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: June 12, 2012

SUBJECT: APPROVAL OF MINUTES: MAY 22, 2012 CITY COUNCIL SPECIAL AND
REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

**Councilmember _____ moves, Councilmember _____
seconds, to approve the May 22, 2012 City Council Special and
Regular Meeting Minutes.**

**City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, May 22, 2012**

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

INTERVIEWS – 6:15-7:00 P.M.:

The Council conducted interviews for openings on the Arts Commission. Applicants interviewed included Lesli Cohan, Virginia Cook, and Ed White.

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, May 24, 2012, at 7:12 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT:

Wayne Snoey.

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

STAFF PRESENT:

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

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Wagner moved and Councilmember Mhoon seconded to approve the Agenda as amended to fill in the blank in Item C-3 with “Mayor Harto” as the voting delegate to the AWC annual business meeting. Vote: 6-0. Motion carried.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Leroy Stevenson, 26838 166th Place SE, Covington, spoke against the six percent utility tax on surface water management services.

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

APPROVE CONSENT AGENDA:

- C-1. Approval of Minutes: May 8, 2012 Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council Minutes and May 8, 2012 Special Meeting Minutes.
- C-2. Approval of Vouchers: Vouchers #27643-27704, in the Amount of \$160,492.64, Dated May 1, 2012; and Paylocity Payroll Checks #1000505881-1000505892 Inclusive, Plus Employee Direct Deposits in the Amount of \$142,077.42, Dated May 11, 2012.
- C-3. Appoint Delegate(s) to Association of Washington Cities Annual Meeting.
- C-4. Covington Community Sports Agreement for Use of Kent School District Recreational Facilities.

RESOLUTION NO. 12-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DECLARING THE 2009 KUBOTA MOWER AS SURPLUS PROPERTY AND AUTHORIZE SALE TO THE CITY OF MAPLE VALLEY.

- C-5. Resolution to Surplus 2009 Kubota Mower.

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

REPORTS OF COMMISSIONS:

Human Services Commission – No report.

Arts Commission – Secretary Gini Cook reported on the May 10 meeting.

Planning Commission – Chair Daniel Key reported on the May 3 meeting. The May 17 meeting was canceled.

Parks & Recreation Commission – Chair Steven Pand reported on the May 16 meeting.

Economic Development Council – Co-Chair Jeff Wagner reported on the April 26 meeting.

Budget Priorities Advisory Committee - Liaison Darren Dofelmier reported on the May 2 and May 16 meetings.

PUBLIC HEARING:

- 1. Public Testimony, Discuss, and Possible Action Amending Ordinance for Noise and Construction Hours of Operation.

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

Mayor Harto called for public comments for the public hearing.

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

ORDINANCE NO. 07-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING COVINGTON MUNICIPAL CODE 8.20, NOISE CONTROL, AND PROVIDING FOR EXEMPTIONS TO THE HOURS FOR NIGHTTIME CONSTRUCTION AND NOISE PROVISIONS FOR GOVERNMENTAL ENTITIES AND UTILITY COMPANIES OR DISTRICTS.

Council Action: Councilmember Scott moved and Councilmember Wagner seconded to pass Ordinance No. 07-12 amending CMC 8.20 Noise Control and allowing the city manager or his/her designee to waive or modify hours for construction for governmental entities and/or utility companies within the public rights-of-way or utility easements. Vote: 6-0. Motion carried.

NEW BUSINESS:

2. Consider Appointments to Arts Commission.

Council Action: Councilmember Lanza moved and Councilmember Wagner seconded to appoint Ed White to fill open Position No. 5 on the Arts Commission with a term expiring May 31, 2015; Gini Cook to fill open Position No. 6 on the Arts Commission with a term expiring May 31, 2015; and Lesli Cohan to fill open Position No. 7 on the Arts Commission with a term expiring May 31, 2015. Vote: 6-0. Motion carried.

3. Consider Amendments to 2012 Fee Resolution.

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

RESOLUTION NO. 12-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE 2012 FEE RESOLUTION NO. 11-09 TO INCLUDE REVIEW FEES FOR INTEGRATED TRAFFIC CONCURRENCY MODELING AND REPORTS, WIRELESS COMMUNICATION FACILITIES, AND MULTIFAMILY TAX EXEMPTIONS.

Council Action: Councilmember Wagner moved and Councilmember Scott seconded to pass Resolution No. 12-05 to amend the 2012 fee resolution to include review fees for

integrated traffic concurrency modeling and reports, wireless communication facilities, and multifamily tax exemptions. Vote: 6-0. Motion carried.

4. Ordinance Establishing Six Percent Utility Tax on the Gross Revenues of Surface Water Management Services.

Finance Director Rob Hendrickson gave the staff report on this item, and Public Works Director Glenn Akramoff provided additional information.

Councilmembers provided comments and asked questions, and Mr. Hendrickson and Mr. Matheson provided responses.

ORDINANCE NO. 08-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING SECTION 3.70.040 OF THE COVINGTON MUNICIPAL CODE ENACTING A TAX ON THE GROSS REVENUES OF THE SURFACE WATER UTILITY OPERATING WITHIN THE CITY TO PROVIDE REVENUE FOR CITY SERVICES AND CAPITAL REQUIREMENTS.

Council Action: Councilmember Wagner moved and Councilmember Scott seconded to adopt Ordinance No. 08-12 amending Section 3.70.040 of the CMC enacting a tax on the gross revenues of the surface water utility. Vote: 6-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

EXECUTIVE SESSION:

Potential Litigation (RCW 42.30.110(1)(i)) from 8:08 to 8:13 p.m.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:13 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: June 12, 2012

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #27705-27762, in the Amount of \$128,952.62, Dated May 15, 2012; Vouchers #27763-27807, in the Amount of \$97,381.41, Dated May 29, 2012; Voucher #27808-27808, in the Amount of \$27.75, Dated June 5, 2012; Paylocity Payroll Checks #1000530732-1000530753 and Paylocity Payroll Checks #1000530898-1000530899 Inclusive, Plus Employee Direct Deposits in the Amount of \$147,988.30, Dated May 25, 2012; and Paylocity Payroll Checks #1000552864-1000552882 Inclusive, Plus Employee Direct Deposits in the Amount of \$143,636.73, Dated June 8, 2012.

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #27705-27762, in the Amount of \$128,952.62, Dated May 15, 2012; Vouchers #27763-27807, in the Amount of \$97,381.41, Dated May 29, 2012; Voucher #27808-27808, in the Amount of \$27.75, Dated June 5, 2012; Paylocity Payroll Checks #1000530732-1000530753 and Paylocity Payroll Checks #1000530898-1000530899 Inclusive, Plus Employee Direct Deposits in the Amount of \$147,988.30, Dated May 25, 2012; and Paylocity Payroll Checks #1000552864-1000552882 Inclusive, Plus Employee Direct Deposits in the Amount of \$143,636.73, Dated June 8, 2012.

May 15, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 27705 Through Check # 27762

In the Amount of \$128,952.62

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

				<u>Check Amount</u>
Check No: 27705	Check Date: 05/15/2012			
Vendor: 2491	A WorkSAFE Services, Inc.			
160433	Pre-employment drug test	05/15/2012		52.00
				Check Total: 52.00
Check No: 27706	Check Date: 05/15/2012			
Vendor: 0206	AFLAC			
462527	Insurance premiums; May	05/15/2012		511.21
				Check Total: 511.21
Check No: 27707	Check Date: 05/15/2012			
Vendor: 0463	Allied Waste Services			
0176-00340	Aquatics; waste disposal, 4/1-4/30/12	05/15/2012		241.95
0176-00340	Maint shop; disposal, 4/1-4/30/12	05/15/2012		224.93
0176-00340	Maint shop; disposal, 4/1-4/30/12	05/15/2012		112.47
0176-00340	Maint shop; disposal, 4/1-4/30/12	05/15/2012		224.93
				Check Total: 804.28
Check No: 27708	Check Date: 05/15/2012			
Vendor: 1534	APWA - WA State Chapter			
12634	Vondran; APWA lunch meeting	05/15/2012		12.00
12634	Vondran; APWA lunch meeting	05/15/2012		18.00
				Check Total: 30.00
Check No: 27709	Check Date: 05/15/2012			
Vendor: 2223	ARC Imaging Resources			
956861	Plotter/Scanner maint; 4/21-5/21/12	05/15/2012		79.90
956861	Plotter/Scanner maint; 4/21-5/21/12	05/15/2012		79.90
956861	Plotter/Scanner maint; 4/21-5/21/12	05/15/2012		39.96
				Check Total: 199.76
Check No: 27710	Check Date: 05/15/2012			
Vendor: 2159	Archer Construction, Inc.			
20775	Aquatics; annual backflow inspections	05/15/2012		81.66
20775	Aquatic Ctr; annual backflow inspection	05/15/2012		40.83
20775	Crystal view; annual backflow inspection	05/15/2012		40.83
20775	SR 516; annual backflow inspection	05/15/2012		40.83
20775	Maint shop; annual backflow inspection	05/15/2012		16.33
20775	Maint shop; annual backflow inspection	05/15/2012		16.35
20775	Maint shop; annual backflow inspection	05/15/2012		8.17
				Check Total: 245.00
Check No: 27711	Check Date: 05/15/2012			
Vendor: 0499	Bank of America			
6540-5	Intl exch student reception; refreshment	05/15/2012		17.99
6540-5	Intl exch student reception; refreshment	05/15/2012		13.98
0446-5	Newton; CPRP application/exam fee	05/15/2012		255.00
2959-5	Aquatics; DVD player	05/15/2012		32.57
3544-5	SEAT; brochures	05/15/2012		292.01
1030-5	Maint shop; welding equipment	05/15/2012		176.70
1030-5	Maint shop; welding equipment	05/15/2012		176.70
1030-5	Maint shop; welding equipment	05/15/2012		88.34
1030-5	Junkin; Emgcy Prep conference, parking	05/15/2012		20.00
6540-5	HP LaserJet printer, use tax	05/15/2012		-51.16
1030-5	Tarps for salt bin	05/15/2012		91.81
1030-5	#2707; fittings	05/15/2012		27.86
1030-5	#2766; fuel tank repair	05/15/2012		333.98
8290-5	Hendrickson; WMTA conference, hotel	05/15/2012		339.96
8290-5	Video cables, external optical drive	05/15/2012		89.62
6540-5	HP LaserJet printer	05/15/2012		646.06
6540-5	Matheson; chamber luncheon	05/15/2012		15.00
4935-5	Buck; GIS Programming 101	05/15/2012		1,199.00
4935-5	2012 NPWW poster	05/15/2012		17.38
4935-5	2012 NPWW poster	05/15/2012		17.37
4935-5	2012 NPWW poster, use tax	05/15/2012		-1.38
4935-5	2012 NPWW poster, use tax	05/15/2012		-1.37
9115-5	Aquatics; batteries	05/15/2012		20.60
9115-5	Parker; Springbrook conference, hotel	05/15/2012		418.50

				<u>Check Amount</u>
2959-5	Hendrickson; WMTA conference	05/15/2012		185.00
2959-5	Hart; PAW conference	05/15/2012		208.25
2959-5	Hart; PAW conference	05/15/2012		89.25
2959-5	Newton; Study guide for CPRP exam	05/15/2012		44.53
2959-5	Study guide for CPRP exam, use t	05/15/2012		-3.53
2959-5	Aquatics; AED pads	05/15/2012		54.20
3692-5	Vondran; APWA conference, hotel	05/15/2012		288.41
3692-5	Vondran; APWA conference, hotel	05/15/2012		192.28
3692-5	Aquatics; April Pools Day, supplies	05/15/2012		8.99
8290-5	Wall rack mount bracket for switches	05/15/2012		73.24
8290-5	DispayPort adapter/lamp projectors	05/15/2012		279.48
8290-5	Dispay adapter/lamp projectors, use tax	05/15/2012		-22.13
Check Total:				5,634.49
Check No:	27712	Check Date:	05/15/2012	
Vendor:	2368	Best Parking Lot Cleaning Inc.		
115808	Street cleaning; April	05/15/2012		8,481.66
Check Total:				8,481.66
Check No:	27713	Check Date:	05/15/2012	
Vendor:	1950	Big Trees, Inc.		
10570	Friendship park; cherry trees	05/15/2012		590.52
Check Total:				590.52
Check No:	27714	Check Date:	05/15/2012	
Vendor:	1868	The Brickman Group Ltd, LLC		
183000	Streets; landscaping	05/15/2012		3,952.60
183000	Parks; landscaping	05/15/2012		1,388.69
5102192472	Crystal view; moss/crane fly treatment	05/15/2012		293.22
Check Total:				5,634.51
Check No:	27715	Check Date:	05/15/2012	
Vendor:	2136	Carbonic Systems, Inc.		
01282016	Aquatics; CO2 for pH control	05/15/2012		102.80
05064570	Aquatics; carbomizer rental	05/15/2012		59.73
Check Total:				162.53
Check No:	27716	Check Date:	05/15/2012	
Vendor:	2270	CenturyLink		
4137665359	Aquatics; telephone, 4/26-5/26/12	05/15/2012		291.45
6381431686	Maint shop; telephone, 4/25-5/25/12	05/15/2012		32.92
6381431686	Maint shop; telephone, 4/25-5/25/12	05/15/2012		16.46
6381431686	Maint shop; telephone, 4/25-5/25/12	05/15/2012		32.91
Check Total:				373.74
Check No:	27717	Check Date:	05/15/2012	
Vendor:	2366	CenturyLink Business Services		
1212248263	Aquatics; internet/loop, April	05/15/2012		475.00
Check Total:				475.00
Check No:	27718	Check Date:	05/15/2012	
Vendor:	0722	City of Bellevue		
26810	2012 NW Properties membership	05/15/2012		1,900.00
Check Total:				1,900.00
Check No:	27719	Check Date:	05/15/2012	
Vendor:	1792	City of Issaquah		
03-5000050	2 - Walker MCGHS lawn mowers	05/15/2012		5,475.00
Check Total:				5,475.00
Check No:	27720	Check Date:	05/15/2012	
Vendor:	0364	Code Publishing Company		
40643	Municipal code; web hosting, 5/12-5/13	05/15/2012		350.00
Check Total:				350.00
Check No:	27721	Check Date:	05/15/2012	
Vendor:	1910	Contech Stormwater Solutions,		
INV0000023	Maple Valley; Stormfilter cartridges	05/15/2012		3,464.34
INV0000023	Maple Valley; Stormfilter cartridges	05/15/2012		2,112.27
INV0000023	Maple Valley; Stormfilter cartridges	05/15/2012		6,271.65
Check Total:				11,848.26

				<u>Check Amount</u>
Check No: 27722	Check Date: 05/15/2012			
Vendor: 1444	Covington Days Festival			
1444-5	Covington Days; festival booth space	05/15/2012		50.00
				Check Total: 50.00
Check No: 27723	Check Date: 05/15/2012			
Vendor: 0043	Covington Mini Storage			
0043-5	Storage unit #C25; lease, June	05/15/2012		125.00
				Check Total: 125.00
Check No: 27724	Check Date: 05/15/2012			
Vendor: 0706	Covington Retail Associates			
0706-5-1	2nd floor; operating expenses, June	05/15/2012		1,456.53
0706-5-1	2nd floor; building lease, June	05/15/2012		3,122.75
0706-5	1st floor; operating expenses, June	05/15/2012		9,435.61
0706-5	1st floor; building lease, June	05/15/2012		24,477.83
				Check Total: 38,492.72
Check No: 27725	Check Date: 05/15/2012			
Vendor: 0308	Covington Tire Factory			
1172	#2900; air flow sensor repair	05/15/2012		424.26
1170	#2576; oxygen sensor repair	05/15/2012		239.97
				Check Total: 664.23
Check No: 27726	Check Date: 05/15/2012			
Vendor: 2468	Jesse Dalton			
2468-5	Dalton; WRPA conference, parking	05/15/2012		13.00
				Check Total: 13.00
Check No: 27727	Check Date: 05/15/2012			
Vendor: 0127	GFOA			
300085964-	GAAFR; 9th edition	05/15/2012		159.00
				Check Total: 159.00
Check No: 27728	Check Date: 05/15/2012			
Vendor: 2045	Goodbye Graffiti Seattle			
16059	Everclean program, May	05/15/2012		376.84
				Check Total: 376.84
Check No: 27729	Check Date: 05/15/2012			
Vendor: 1770	Richard Hart			
1770-5	Hart; PAW conf, hotel, mileage, per diem	05/15/2012		137.70
1770-5	Hart; PAW conf, hotel, mileage, per diem	05/15/2012		321.31
				Check Total: 459.01
Check No: 27730	Check Date: 05/15/2012			
Vendor: 0867	Home Depot Credit Services			
8052988	Spray bottle for stump treatments	05/15/2012		1.04
1054607	Maint shop; scraper, rake	05/15/2012		11.27
1054607	Maint shop; scraper, rake	05/15/2012		22.55
1054607	Maint shop; grass seed	05/15/2012		5.20
5050017	Maint shop; pins, gloves	05/15/2012		1.72
5050017	Maint shop; pins, gloves	05/15/2012		3.46
5050017	Maint shop; pins, gloves	05/15/2012		3.46
4092614	Return; pins	05/15/2012		-0.65
4092614	Return; pins	05/15/2012		-1.29
4092614	Return; pins	05/15/2012		-1.29
4092615	Maint shop; pins	05/15/2012		1.26
4092615	Maint shop; pins	05/15/2012		2.52
4092615	Maint shop; pins	05/15/2012		2.52
5051235	Pressure washer fitting	05/15/2012		9.74
1054607	Maint shop; scraper, rake	05/15/2012		22.55
1161430	Aquatics; 40' extension ladder	05/15/2012		465.89
1054607	Maint shop; grass seed	05/15/2012		2.60
1054607	Maint shop; grass seed	05/15/2012		5.21
2059578	Aquatics; storage totes	05/15/2012		51.95
1059889	Plant starter	05/15/2012		13.99
				Check Total: 623.70

				<u>Check Amount</u>
Check No: 27731	Check Date: 05/15/2012			
Vendor: 1997	HSBC Business Solutions			
1819504642	City hall; coffee, creamer, utensils	05/15/2012		278.40
			Check Total:	278.40
Check No: 27732	Check Date: 05/15/2012			
Vendor: 1803	Iron Mountain			
FCS9394	Document storage to 5/31/12	05/15/2012		135.00
			Check Total:	135.00
Check No: 27733	Check Date: 05/15/2012			
Vendor: 0111	Kenyon Disend, PLLC			
15802	Comcast cable franchise, legal, April	05/15/2012		765.00
			Check Total:	765.00
Check No: 27734	Check Date: 05/15/2012			
Vendor: 1405	Lakeside Industries			
12032881MB	Asphalt	05/15/2012		80.92
			Check Total:	80.92
Check No: 27735	Check Date: 05/15/2012			
Vendor: 1622	Law Offices of Thomas R Hargan			
12-CV04	Prosecution services through 4/30/12	05/15/2012		4,346.68
			Check Total:	4,346.68
Check No: 27736	Check Date: 05/15/2012			
Vendor: 2492	Maple Valley Days Committee			
2492-5	Maple Valley Days; booth space	05/15/2012		25.00
			Check Total:	25.00
Check No: 27737	Check Date: 05/15/2012			
Vendor: 1901	Modern Building Systems, Inc.			
0047902	Maint shop; building lease, 6/1-7/1/12	05/15/2012		284.53
0047902	Maint shop; building lease, 6/1-7/1/12	05/15/2012		569.07
0047902	Maint shop; building lease, 6/1-7/1/12	05/15/2012		569.06
			Check Total:	1,422.66
Check No: 27738	Check Date: 05/15/2012			
Vendor: 1688	Mountain Mist			
054257-5	Aquatics; bottled water, April	05/15/2012		41.32
054257-5	Maint Shop; bottled water, April	05/15/2012		14.29
054257-5	Maint Shop; bottled water, April	05/15/2012		7.15
054257-5	Maint Shop; bottled water, April	05/15/2012		14.29
054257-5	City Hall; bottled water, April	05/15/2012		100.28
			Check Total:	177.33
Check No: 27739	Check Date: 05/15/2012			
Vendor: 1487	NAPA Auto Parts			
628727	Maint shop; grease/additives	05/15/2012		37.30
629414	#2576; window epoxy	05/15/2012		6.32
628727	Maint shop; grease/additives	05/15/2012		37.30
628727	Maint shop; grease/additives	05/15/2012		18.65
627410	Maint shop; supplies	05/15/2012		10.37
627410	Maint shop; supplies	05/15/2012		10.37
627410	Maint shop; supplies	05/15/2012		5.19
			Check Total:	125.50
Check No: 27740	Check Date: 05/15/2012			
Vendor: 1327	Ethan Newton			
1327-5	Newton; mileage reimbursement, April	05/15/2012		93.74
			Check Total:	93.74
Check No: 27741	Check Date: 05/15/2012			
Vendor: 2384	Northwest Stormwater Managemen			
2736	MV; clean vault/replace cartridges	05/15/2012		6,640.00
			Check Total:	6,640.00
Check No: 27742	Check Date: 05/15/2012			
Vendor: 1004	PaperDirect, Inc.			
W190138401	Certificate jackets; use tax	05/15/2012		-10.14
W190138401	Certificate jackets	05/15/2012		128.08
			Check Total:	117.94

				<u>Check Amount</u>
Check No: 27743	Check Date: 05/15/2012			
Vendor: 1407	Parametrix, Inc.			
17-31310	Plan review services; 2/26-3/31/12	05/15/2012		1,279.47
Check Total:				1,279.47
Check No: 27744	Check Date: 05/15/2012			
Vendor: 1103	Pat Patterson			
1103-5	Patterson; WRPA conference, mileage	05/15/2012		21.02
1103-5	Patterson; WRPA conference, mileage	05/15/2012		63.06
Check Total:				84.08
Check No: 27745	Check Date: 05/15/2012			
Vendor: 2233	Pediatric Interim Care Center			
2233-1Qtr	Human services; 1st Quarter 2012	05/15/2012		250.00
Check Total:				250.00
Check No: 27746	Check Date: 05/15/2012			
Vendor: 0057	Petty Cash			
0057-5	#2909; wash vehicle	05/15/2012		6.00
0057-5	Citizens Academy; refreshments	05/15/2012		34.44
0057-5	Klason; 2012 KCPCA dues	05/15/2012		10.00
Check Total:				50.44
Check No: 27747	Check Date: 05/15/2012			
Vendor: 2048	PRSA			
1624960-5	Slate; PRSA membership dues	05/15/2012		367.00
Check Total:				367.00
Check No: 27748	Check Date: 05/15/2012			
Vendor: 1165	Public Health - Seattle K.C.			
FA0010750-	Aquatics; annual pool permit	05/15/2012		577.00
Check Total:				577.00
Check No: 27749	Check Date: 05/15/2012			
Vendor: 0161	Puget Sound Energy			
7042898077	Streets; electricity, 4/4-5/2/12	05/15/2012		63.76
5282721009	Aquatics; natural gas, 3/31-4/30/12	05/15/2012		3,202.34
4513241002	Crystal view; electricity, 3/31-4/30/12	05/15/2012		9.97
4513241002	SR 516; electricity, 3/31-4/30/12	05/15/2012		127.62
8732768927	Maint shop; electricity, 3/31-4/30/12	05/15/2012		67.33
7042895297	Streets; electricity, 4/5-5/3/12	05/15/2012		9.97
7042894886	Streets; electricity, 4/5-5/3/12	05/15/2012		50.63
7042898374	Streets; electricity, 4/5-5/3/12	05/15/2012		54.61
4077639500	Skate park; electricity, 4/5-5/3/12	05/15/2012		12.25
7042897053	Streets; electricity, 4/4-5/2/12	05/15/2012		7,615.83
8732768927	Maint shop; electricity, 3/31-4/30/12	05/15/2012		33.66
4077636381	Streets; electricity, 4/4-5/2/12	05/15/2012		79.14
8732768927	Maint shop; electricity, 3/31-4/30/12	05/15/2012		67.33
1777131457	Streets; electricity, 3/31-4/30/12	05/15/2012		80.27
0047532379	Streets; electricity, 3/31-4/30/12	05/15/2012		80.21
5282721009	Aquatics; electricity, 3/31-4/30/12	05/15/2012		2,163.89
7042890538	Streets; electricity, 4/4-5/2/12	05/15/2012		52.22
7042894027	Streets; electricity, 4/4-5/2/12	05/15/2012		9.97
7042894027	City tree; electricity, 4/4-5/2/12	05/15/2012		9.97
7042899661	Streets; electricity, 4/4-5/2/12	05/15/2012		87.27
8910394751	City hall; electricity, 4/4-5/2/12	05/15/2012		2,206.42
Check Total:				16,084.66
Check No: 27750	Check Date: 05/15/2012			
Vendor: 1197	Rainier Wood Recyclers			
00043240	Brush/stumps, disposal fees	05/15/2012		195.00
00043140	Brush/stumps; disposal fees	05/15/2012		45.00
00043140	Brush/stumps; disposal fees	05/15/2012		213.75
Check Total:				453.75
Check No: 27751	Check Date: 05/15/2012			
Vendor: 0872	Sound Built Homes			
R12-009747	#B12-0027; overpayment	05/15/2012		26.00
R12-009747	#B12-0027; overpayment	05/15/2012		40.00
Check Total:				66.00

				<u>Check Amount</u>
Check No: 27752	Check Date: 05/15/2012			
Vendor: 2248	Sound Mental Health			
2248-1Qtr	Human services; 1st Quarter 2012	05/15/2012		250.00
			Check Total:	250.00
Check No: 27753	Check Date: 05/15/2012			
Vendor: 1903	Sound Publishing, Inc.			
456772	Weekly bulletin; 4/27	05/15/2012		207.19
456772	Monthly full page ad	05/15/2012		2,804.50
456772	CIP 1010; bid advertisement	05/15/2012		207.19
			Check Total:	3,218.88
Check No: 27754	Check Date: 05/15/2012			
Vendor: 0736	Sound Security, Inc.			
0590876-IN	Security monitoring; May	05/15/2012		904.00
			Check Total:	904.00
Check No: 27755	Check Date: 05/15/2012			
Vendor: 1523	Kelly Thompson			
1523-5	Thompson; Permit training, mileage/lunch	05/15/2012		40.17
			Check Total:	40.17
Check No: 27756	Check Date: 05/15/2012			
Vendor: 2461	Tri-Tec Communications, Inc.			
218834	Mitel 3300 MCD; balance	05/15/2012		4,618.31
			Check Total:	4,618.31
Check No: 27757	Check Date: 05/15/2012			
Vendor: 2103	US Bancorp Equip Finance Inc.			
202929683	Copier lease	05/15/2012		101.89
202710133	Copier lease, 5/3-6/2/12	05/15/2012		100.54
202710133	Copier lease, 5/3-6/2/12	05/15/2012		150.82
202929683	Copier lease	05/15/2012		101.89
			Check Total:	455.14
Check No: 27758	Check Date: 05/15/2012			
Vendor: 0819	Don Vondran			
12-14	Vondran; 2012 flexible spending	05/15/2012		33.29
			Check Total:	33.29
Check No: 27759	Check Date: 05/15/2012			
Vendor: 2262	Voyager Fleet Systems Inc.			
8692854602	Vehicle fuel	05/15/2012		1,882.08
			Check Total:	1,882.08
Check No: 27760	Check Date: 05/15/2012			
Vendor: 1105	Washington State Patrol			
I12007958	Background checks	05/15/2012		200.00
			Check Total:	200.00
Check No: 27761	Check Date: 05/15/2012			
Vendor: 1441	Watson Security			
5018RKS	City hall; community room door repair	05/15/2012		141.72
			Check Total:	141.72
Check No: 27762	Check Date: 05/15/2012			
Vendor: 1894	Diana Ziolkowski			
1894-5	Facility monitoring; 5/6, 5/13	05/15/2012		57.00
			Check Total:	57.00
			Date Totals:	128,952.62
			Report Total:	0.00 128,952.62

May 29, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 27763 Through Check # 27807

In the Amount of \$97,381.41

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 register.

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

				<u>Check Amount</u>
Check No: 27763	Check Date: 05/29/2012			
Vendor: 0955	American Red Cross			
10072609	Learn to Swim; facility fee	05/29/2012		300.00
Check Total:				300.00
Check No: 27764	Check Date: 05/29/2012			
Vendor: 2223	ARC Imaging Resources			
748706	Plotter/Scanner; ink cartridge	05/29/2012		15.95
748706	Plotter/Scanner; ink cartridge	05/29/2012		31.92
748706	Plotter/Scanner; ink cartridge	05/29/2012		31.92
Check Total:				79.79
Check No: 27765	Check Date: 05/29/2012			
Vendor: 0019	AWC Employee Benefits Trust			
1003150620	Medical Insurance Premiums, June	05/29/2012		805.64
1003150620	Medical Insurance Premiums, June	05/29/2012		1,461.80
1003150620	Medical Insurance Premiums, June	05/29/2012		5,651.88
1003150620	Medical Insurance Premiums, June	05/29/2012		2,130.01
1003150620	Medical Insurance Premiums, June	05/29/2012		4,778.73
1003150620	Medical Insurance Premiums, June	05/29/2012		8,390.88
1003150620	Medical Insurance Premiums, June	05/29/2012		8,333.28
1003150620	Medical Insurance Premiums, June	05/29/2012		6,072.38
1003150620	Medical Insurance Premiums, June	05/29/2012		2,049.73
1003150620	Medical Insurance Premiums, June	05/29/2012		1,999.90
1003150620	Medical Insurance Premiums, June	05/29/2012		2,233.17
1003150620	Medical Insurance Premiums, June	05/29/2012		515.36
Check Total:				44,422.76
Check No: 27766	Check Date: 05/29/2012			
Vendor: 2493	California Fleet News Publishi			
2493-5	Gaudette; Competitive Fleet seminar	05/29/2012		59.00
2493-5	Gaudette; Competitive Fleet seminar	05/29/2012		118.00
2493-5	Gaudette; Competitive Fleet seminar	05/29/2012		118.00
Check Total:				295.00
Check No: 27767	Check Date: 05/29/2012			
Vendor: 2494	Michelle Cate			
8013426	Refund; community room damage deposit	05/29/2012		257.00
Check Total:				257.00
Check No: 27768	Check Date: 05/29/2012			
Vendor: 2270	CenturyLink			
6392827698	City Hall; telephone, 5/8-6/8/12	05/29/2012		138.32
6311808686	Maint shop; telephone, 5/13-6/13/12	05/29/2012		27.05
6311808686	Maint shop; telephone, 5/13-6/13/12	05/29/2012		13.52
6311808686	Maint shop; telephone, 5/13-6/13/12	05/29/2012		27.04
Check Total:				205.93
Check No: 27769	Check Date: 05/29/2012			
Vendor: 1170	Coastwide Laboratories			
W2431452	Aquatics; cleaning supplies	05/29/2012		486.85
Check Total:				486.85
Check No: 27770	Check Date: 05/29/2012			
Vendor: 0184	Cordi & Bejarano			
10072609	Public defender services; 5/4 - 5/8/12	05/29/2012		2,100.00
Check Total:				2,100.00
Check No: 27771	Check Date: 05/29/2012			
Vendor: 0537	Covington Water District			
105731-5	SR 516; water, 4/21-5/18/12	05/29/2012		45.80
104587-5	Crystal view; water, 4/21-5/18/12	05/29/2012		30.03
107666-5	Covington park; water, 3/17-5/18/12	05/29/2012		33.65
115324-5	Aquatics; water, 3/17-5/18/12	05/29/2012		1,031.73
108188-5	Skate park; water, 3/17-5/18/12	05/29/2012		53.72
122505-5	Maint shop; water, 3/17-5/18/12	05/29/2012		23.82
122505-5	Maint shop; water, 3/17-5/18/12	05/29/2012		23.81
122505-5	Maint shop; water, 3/17-5/18/12	05/29/2012		11.91
Check Total:				1,254.47

				<u>Check Amount</u>
Check No: 27772	Check Date: 05/29/2012			
Vendor: 0159	Daily Journal of Commerce			
3261930	CIP 1010; bid advertisement	05/29/2012		314.50
Check Total:				314.50
Check No: 27773	Check Date: 05/29/2012			
Vendor: 0771	David Evans & Associates, Inc.			
318480	Integrated traffic impact; 4/1-5/5/12	05/29/2012		16,391.40
Check Total:				16,391.40
Check No: 27774	Check Date: 05/29/2012			
Vendor: 1983	De Lage Landen Financial Svcs			
13751831	Copier; lease, 5/15-6/14/12	05/29/2012		120.08
Check Total:				120.08
Check No: 27775	Check Date: 05/29/2012			
Vendor: 0765	ESRI			
92486463	ArcGIS/ArcPad maintenance, 5/5/12-5/4/13	05/29/2012		705.90
Check Total:				705.90
Check No: 27776	Check Date: 05/29/2012			
Vendor: 1996	Facility Maintenance Contracto			
SALES01465	Maint shop; janitorial service	05/29/2012		101.60
SALES01465	Maint shop; janitorial service	05/29/2012		50.80
SALES01465	Maint shop; janitorial service	05/29/2012		101.60
Check Total:				254.00
Check No: 27777	Check Date: 05/29/2012			
Vendor: 2413	Delsy Fessenden			
2413-Reiss	Refund balance on account - Aquatic Ctr	05/29/2012		29.00
Check Total:				29.00
Check No: 27778	Check Date: 05/29/2012			
Vendor: 1875	FirstChoice			
454715	Coffee service	05/29/2012		114.63
Check Total:				114.63
Check No: 27779	Check Date: 05/29/2012			
Vendor: 1733	The Good Earth Works, Inc.			
119885	Maint shop; backpack blower	05/29/2012		195.47
119885	Maint shop; backpack blower	05/29/2012		97.73
119884	Backpack blower; diagnostic labor	05/29/2012		16.89
119884	Backpack blower; diagnostic labor	05/29/2012		16.89
119884	Backpack blower; diagnostic labor	05/29/2012		8.45
119885	Maint shop; backpack blower	05/29/2012		195.46
Check Total:				530.89
Check No: 27780	Check Date: 05/29/2012			
Vendor: 1271	Rob Hendrickson			
12-15	Hendrickson; 2012 flexible spending	05/29/2012		224.90
Check Total:				224.90
Check No: 27781	Check Date: 05/29/2012			
Vendor: 1658	Hertz Equipment Rental Corp.			
26212506-0	Rental; air tamper, 4/30-5/4/12	05/29/2012		124.89
26211232-0	Rental; air compressor/parts, 4/30-5/4	05/29/2012		342.09
Check Total:				466.98
Check No: 27782	Check Date: 05/29/2012			
Vendor: 1722	Honey Bucket			
1-458809	Skate park; portable toilet, 5/5-6/4/12	05/29/2012		204.75
Check Total:				204.75
Check No: 27783	Check Date: 05/29/2012			
Vendor: 1342	Integra Telecom			
9641617	Maint shop; telephone srvc; 5/2-6/7/12	05/29/2012		175.44
9641617	Maint shop; telephone srvc; 5/2-6/7/12	05/29/2012		87.73
9641617	City hall; telephone service; 5/2-6/7/12	05/29/2012		1,442.88
9641617	Aquatics; telephone service; 5/2-6/7/12	05/29/2012		104.82
9641617	Maint shop; telephone srvc; 5/2-6/7/12	05/29/2012		175.44
Check Total:				1,986.31

				<u>Check Amount</u>
Check No: 27784	Check Date: 05/29/2012			
Vendor: 1702	J.J. Keller & Associates, Inc.			
9229496	FMLA Revealed; renewal, 8/12-7/15	05/29/2012		526.64
				Check Total:
				526.64
Check No: 27785	Check Date: 05/29/2012			
Vendor: 0143	King County Finance			
3000146	Jail costs; April	05/29/2012		2,764.20
				Check Total:
				2,764.20
Check No: 27786	Check Date: 05/29/2012			
Vendor: 1405	Lakeside Industries			
12032961MB	Liquid asphalt	05/29/2012		130.32
				Check Total:
				130.32
Check No: 27787	Check Date: 05/29/2012			
Vendor: 1878	MacLeod Reckord			
6488	Covington Park; Phase1, 4/1-4/30/12	05/29/2012		2,479.50
				Check Total:
				2,479.50
Check No: 27788	Check Date: 05/29/2012			
Vendor: 2367	Magnum Print Solutions			
102288	Toner cartridges	05/29/2012		161.71
				Check Total:
				161.71
Check No: 27789	Check Date: 05/29/2012			
Vendor: 0305	Net Venture			
29228	Phone system; hardware/service	05/29/2012		1,609.97
				Check Total:
				1,609.97
Check No: 27790	Check Date: 05/29/2012			
Vendor: 0682	Nextel Communications			
550142028-	Cellular service; 5/8-6/7/12	05/29/2012		67.13
550142028-	Cellular service; 5/8-6/7/12	05/29/2012		273.82
550142028-	Cellular service; 5/8-6/7/12	05/29/2012		27.34
550142028-	Cellular service; 5/8-6/7/12	05/29/2012		119.90
550142028-	Cellular service; 5/8-6/7/12	05/29/2012		79.29
550142028-	Cellular service; 5/8-6/7/12	05/29/2012		40.82
550142028-	Cellular service; 5/8-6/7/12	05/29/2012		264.82
550142028-	Cellular service; 5/8-6/7/12	05/29/2012		84.68
				Check Total:
				957.80
Check No: 27791	Check Date: 05/29/2012			
Vendor: 2495	NorMed			
42133-6326	First aid supplies	05/29/2012		108.14
				Check Total:
				108.14
Check No: 27792	Check Date: 05/29/2012			
Vendor: 0004	Office Depot			
1467259432	Northern Gateway, Phs 1, postcard paper	05/29/2012		16.75
6092092300	Laser paper	05/29/2012		11.12
1467259431	Card stock	05/29/2012		21.70
6106682720	Credit; price adjustment	05/29/2012		-0.61
6106682730	Credit; price adjustment	05/29/2012		-3.59
6092092300	Office supplies	05/29/2012		295.65
6092092300	Laser paper	05/29/2012		11.12
6097839750	Office supplies	05/29/2012		136.14
				Check Total:
				488.28
Check No: 27793	Check Date: 05/29/2012			
Vendor: 1197	Rainier Wood Recyclers			
00043286	Brush/stump; disposal fees	05/29/2012		127.50
				Check Total:
				127.50
Check No: 27794	Check Date: 05/29/2012			
Vendor: 1478	Rent Me Storage, LLC			
55024	Maint shop storage; interest, payoff	05/29/2012		11.29
55024	Maint shop storage, lease, payoff	05/29/2012		643.57
55024	Maint shop storage, lease, payoff	05/29/2012		643.57
55024	Maint shop storage, lease, payoff	05/29/2012		321.78
55024	Maint shop storage; interest, payoff	05/29/2012		22.56

			<u>Check Amount</u>
55024	Maint shop storage; interest, payoff	05/29/2012	22.56
Check Total:			1,665.33
Check No:	27795	Check Date: 05/29/2012	
Vendor:	2250	SBS Legal Services	
C013	Legal services; April	05/29/2012	5,000.00
Check Total:			5,000.00
Check No:	27796	Check Date: 05/29/2012	
Vendor:	1905	Sharp Electronics Corporation	
C747224-70	Copier; usage, 4/16-5/14/12	05/29/2012	73.06
C747224-70	Copier; usage, 4/16-5/14/12	05/29/2012	48.71
Check Total:			121.77
Check No:	27797	Check Date: 05/29/2012	
Vendor:	0736	Sound Security, Inc.	
0587845-IN	KCSO; change 7 card readers	05/29/2012	2,552.10
0587846-IN	KCSO; permit/access for card readers	05/29/2012	35.89
Check Total:			2,587.99
Check No:	27798	Check Date: 05/29/2012	
Vendor:	0281	Standard Insurance Company	
0063551000	Life Insurance Premiums, June	05/29/2012	96.57
0063551000	Life Insurance Premiums, June	05/29/2012	68.79
0063551000	Life Insurance Premiums, June	05/29/2012	72.67
0063551000	Life Insurance Premiums, June	05/29/2012	22.50
0063551000	Life Insurance Premiums, June	05/29/2012	171.68
0063551000	Life Insurance Premiums, June	05/29/2012	8.44
0063551000	Life Insurance Premiums, June	05/29/2012	29.53
0063551000	Life Insurance Premiums, June	05/29/2012	32.19
0063551000	Life Insurance Premiums, June	05/29/2012	7.91
0063551000	Life Insurance Premiums, June	05/29/2012	72.45
0063551000	Life Insurance Premiums, June	05/29/2012	210.55
0063551000	Life Insurance Premiums, June	05/29/2012	106.47
0063551000	Life Insurance Premiums, June	05/29/2012	25.30
0063551000	Life Insurance Premiums, June	05/29/2012	34.34
0063551000	Life Insurance Premiums, June	05/29/2012	24.66
0063551000	Life Insurance Premiums, June	05/29/2012	9.00
0063551000	Life Insurance Premiums, June	05/29/2012	201.73
0063551000	Life Insurance Premiums, June	05/29/2012	191.27
0063551000	Life Insurance Premiums, June	05/29/2012	51.69
0063551000	Life Insurance Premiums, June	05/29/2012	94.41
0063551000	Life Insurance Premiums, June	05/29/2012	85.23
0063551000	Life Insurance Premiums, June	05/29/2012	21.99
0063551000	Life Insurance Premiums, June	05/29/2012	42.92
0063551000	Life Insurance Premiums, June	05/29/2012	37.14
0063551000	Life Insurance Premiums, June	05/29/2012	11.25
0063551000	Life Insurance Premiums, June	05/29/2012	46.66
0063551000	Life Insurance Premiums, June	05/29/2012	274.77
0063551000	Life Insurance Premiums, June	05/29/2012	45.00
0063551000	Life Insurance Premiums, June	05/29/2012	270.57
0063551000	Life Insurance Premiums, June	05/29/2012	207.09
0063551000	Life Insurance Premiums, June	05/29/2012	70.88
0063551000	Life Insurance Premiums, June	05/29/2012	128.76
0063551000	Life Insurance Premiums, June	05/29/2012	11.25
0063551000	Life Insurance Premiums, June	05/29/2012	85.84
0063551000	Life Insurance Premiums, June	05/29/2012	134.94
0063551000	Life Insurance Premiums, June	05/29/2012	33.75
0063551000	Life Insurance Premiums, June	05/29/2012	42.92
Check Total:			3,083.11
Check No:	27799	Check Date: 05/29/2012	
Vendor:	1104	Stanley Security Solutions Inc	
902028382	Aquatics; keys	05/29/2012	91.55
Check Total:			91.55

				<u>Check Amount</u>
Check No: 27800	Check Date: 05/29/2012			
Vendor: 0217	State Auditor's Office			
L93359	Audit services; January - April 2012	05/29/2012		4,033.05
Check Total:				4,033.05
Check No: 27801	Check Date: 05/29/2012			
Vendor: 2028	Scott Thomas			
2028-5	Thomas; WRPA conference, parking	05/29/2012		42.00
Check Total:				42.00
Check No: 27802	Check Date: 05/29/2012			
Vendor: 1879	US Health Works			
0406446-WA	Hall; DOT physical	05/29/2012		68.00
Check Total:				68.00
Check No: 27803	Check Date: 05/29/2012			
Vendor: 0357	Valley Communications			
13133	800 MHz access fee; May	05/29/2012		75.00
Check Total:				75.00
Check No: 27804	Check Date: 05/29/2012			
Vendor: 1408	Washington Workwear Stores Inc			
681	Maint shop; gloves/hard hat	05/29/2012		31.22
681	Maint shop; gloves/hard hat	05/29/2012		31.22
681	Maint shop; gloves/hard hat	05/29/2012		15.62
677	Buck; safety vest	05/29/2012		21.71
Check Total:				99.77
Check No: 27805	Check Date: 05/29/2012			
Vendor: 1441	Watson Security			
5043RKS	City hall; locksmith labor	05/29/2012		241.64
Check Total:				241.64
Check No: 27806	Check Date: 05/29/2012			
Vendor: 2127	WFEA			
2127-5	WFEA annual membership fee	05/29/2012		50.00
Check Total:				50.00
Check No: 27807	Check Date: 05/29/2012			
Vendor: 1894	Diana Ziolkowski			
1894-5	Facility monitoring; 5/14, 5/20, 5/27	05/29/2012		123.00
Check Total:				123.00
Date Totals:				97,381.41
Report Total:				0.00 97,381.41

June 5, 2012

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 27808 Through Check # 27808

In the Amount of \$27.75

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

			<u>Check Amount</u>
Check No: 27808	Check Date: 06/05/2012		
Vendor: 0699	Department of Licensing		
0699-6	Utility trailer; licensing	06/05/2012	11.10
0699-6	Utility trailer; licensing	06/05/2012	5.55
0699-6	Utility trailer; licensing	06/05/2012	11.10
Check Total:			27.75
Date Totals:			27.75
Report Total:			27.75
			0.00

May 25, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 05/25/12 consisting of:

PAYLOCITY CHECK # 1000530732 through PAYLOCITY CHECK # 1000530753 and
PAYLOCITY CHECK # 1000530898 through PAYLOCITY CHECK # 1000530899 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$147,988.30

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: _____

05/25/12 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
1000505885 Rev		5/25/2012	Carkeek, Lena	-410.71
Totals for Payroll Checks 1 Items				-410.71

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102827	Regular	5/25/2012	Bates, Krista	177.32
102828	Regular	5/25/2012	Kirshenbaum, Kathleen	1,142.27
102829	Regular	5/25/2012	Lyon, Valerie	1,452.37
102830	Regular	5/25/2012	Matheson, Derek M	4,394.33
102831	Regular	5/25/2012	Mhoon, Darren S	1,315.05
102832	Regular	5/25/2012	Michaud, Joan M	1,751.72
102833	Regular	5/25/2012	Scott, Sharon G	2,657.02
102834	Regular	5/25/2012	Slate, Karla J	2,286.21
102835	Regular	5/25/2012	Hart, Richard	3,432.24
102836	Regular	5/25/2012	Mueller, Ann M	2,269.36
102837	Regular	5/25/2012	Cles, Staci M	1,722.80
102838	Regular	5/25/2012	Hagen, Lindsay K	1,375.72
102839	Regular	5/25/2012	Hendrickson, Robert	4,055.37
102840	Regular	5/25/2012	Parker, Cassandra	2,244.65
102841	Regular	5/25/2012	Harto, Margaret	461.75
102842	Regular	5/25/2012	Lanza, Mark	391.28
102843	Regular	5/25/2012	Mhoon, Marlla	391.28
102844	Regular	5/25/2012	Scott, James A	415.57
102845	Regular	5/25/2012	Wagner, Jeffrey	415.57
102846	Regular	5/25/2012	Dalton, Jesse J	1,599.03
102847	Regular	5/25/2012	Fealy, William J	1,759.71
102848	Regular	5/25/2012	Gaudette, John J	1,078.46
102849	Regular	5/25/2012	Hall, Ron	1,121.77
102850	Regular	5/25/2012	Johnson, Juan C	994.17
102851	Regular	5/25/2012	Junkin, Ross D	2,703.63
102852	Regular	5/25/2012	Wesley, Daniel A	2,406.07
102853	Regular	5/25/2012	Bykonen, Brian D	2,955.33
102854	Regular	5/25/2012	Christenson, Gregg R	2,636.70
102855	Regular	5/25/2012	Lyons, Salina K	2,198.18
102856	Regular	5/25/2012	Meyers, Robert L	3,113.34
102857	Regular	5/25/2012	Ogren, Nelson W	2,512.11
102858	Regular	5/25/2012	Thompson, Kelly	1,814.58
102859	Regular	5/25/2012	Morrissey, Mayson	2,543.18
102860	Regular	5/25/2012	Bahl, Rachel A	1,549.65
102861	Regular	5/25/2012	Newton, Ethan A	2,022.69
102862	Regular	5/25/2012	Patterson, Clifford	2,355.79
102863	Regular	5/25/2012	Thomas, Scott R	3,241.18
102864	Regular	5/25/2012	Akramoff, Glenn A	3,386.01
102865	Regular	5/25/2012	Bates, Shellie L	1,818.82
102866	Regular	5/25/2012	Buck, Shawn M	1,474.58
102867	Regular	5/25/2012	Parrish, Benjamin A	1,688.12
102868	Regular	5/25/2012	Vondran, Donald M	3,281.60
102869	Regular	5/25/2012	Campbell, Noel M	33.07
102870	Regular	5/25/2012	Cox, Melissa	311.94
102871	Regular	5/25/2012	Felcyn, Adam	315.58
102872	Regular	5/25/2012	Foxworthy, Rebecca	238.66
102873	Regular	5/25/2012	23 of 100	22.20

102874 Regular	5/25/2012	Halbert, Mitchell S	64.22
102875 Regular	5/25/2012	Holmes, Kyle	87.60
102876 Regular	5/25/2012	Houghton, Cassandra L	226.63
102877 Regular	5/25/2012	Kiselyov, Tatyana	320.49
102878 Regular	5/25/2012	MacConaghy, Hailey	519.08
102879 Regular	5/25/2012	Middleton, Jordan	192.70
102880 Regular	5/25/2012	Mohr, Emily A	53.52
102881 Regular	5/25/2012	Mooney, Lynell	346.66
102882 Regular	5/25/2012	Perko, John	159.86
102883 Regular	5/25/2012	Perko, Roxanne H	211.94
102884 Regular	5/25/2012	Tran, Jenifer	326.66
102885 Regular	5/25/2012	Wonio, Reece	22.86
102886 Regular	5/25/2012	Beaufrere, Noreen	2,702.17
102887 Regular	5/25/2012	Throm, Victoria J	1,857.20
1000530732 Regular	5/25/2012	Newell, Nancy	191.17
1000530733 Regular	5/25/2012	Lucavish, David	415.57
1000530734 Regular	5/25/2012	Snoey, Wayne	188.78
1000530735 Regular	5/25/2012	Allen, Joshua C	954.57
1000530736 Regular	5/25/2012	Moorman, Jason	1,060.00
1000530737 Regular	5/25/2012	Anderson, Dana O	22.71
1000530738 Regular	5/25/2012	Baughan, Jayson H.	634.41
1000530739 Regular	5/25/2012	Bell, Colin Q	40.15
1000530740 Regular	5/25/2012	Carkeek, Lena	297.91
1000530741 Regular	5/25/2012	Carkeek, Lena	410.71
1000530742 Regular	5/25/2012	Carrillo, Anthony G	50.85
1000530743 Regular	5/25/2012	Cox, Cory R	34.79
1000530744 Regular	5/25/2012	Cranstoun, Alexander M	21.41
1000530745 Regular	5/25/2012	Eastin, Tatiana	581.37
1000530746 Regular	5/25/2012	Goldfoos, Rhyan	728.00
1000530747 Regular	5/25/2012	Jensen, Rachel	44.44
1000530748 Regular	5/25/2012	Johansen, Andrea	92.82
1000530749 Regular	5/25/2012	Kim, Tabitha J	50.85
1000530750 Regular	5/25/2012	Panzer, Erika	152.11
1000530751 Regular	5/25/2012	Powell, Sarajane L	245.94
1000530752 Regular	5/25/2012	Reese, Rachel E	40.15
1000530753 Regular	5/25/2012	von Michalofski, Kayla M	50.85

Totals for Payroll Checks 83 Items 96,929.18

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102888	AGENCY	5/25/2012	ICMA Retirement Trust	15,211.84
102889	AGENCY	5/25/2012	Vantagepoint Transfer Agent-	358.78
102890	AGENCY	5/25/2012	City of Covington	3,049.99
102891	AGENCY	5/25/2012	Paylocity Corporation	125.00
102892	AGENCY	5/25/2012	City of Covington Employee	74.00
102893	AGENCY	5/25/2012	ICMA Retirement Trust	12,405.08
102894	AGENCY	5/25/2012	ICMA Retirement Trust	2,186.91
102895	AGENCY	5/25/2012	HRA VEBA Trust	1,050.00
1000530898	AGENCY	5/25/2012	WASH CHILD SUPPORT	110.41
1000530899	AGENCY	5/25/2012	United Way of King County	14.00

Totals for Third Party 10 Items 34,586.01

Taxes 16,540.32
Paylocity Fees 343.50

Total \$ 147,988.30

June 8, 2012

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 06/08/12 consisting of:

PAYLOCITY CHECK # 1000552864 through PAYLOCITY CHECK # 1000552882 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$143,636.73

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

Marilla Mhoon
City Councilmember

Council Meeting Date Approved: _____

06/08/12 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102901	Regular	6/8/2012	Bates, Krista	105.28
102902	Regular	6/8/2012	Kirshenbaum, Kathleen	642.84
102903	Regular	6/8/2012	Lyon, Valerie	1,452.37
102904	Regular	6/8/2012	Matheson, Derek M	4,394.32
102905	Regular	6/8/2012	Mhooon, Darren S	1,315.04
102906	Regular	6/8/2012	Michaud, Joan M	1,751.72
102907	Regular	6/8/2012	Scott, Sharon G	2,657.02
102908	Regular	6/8/2012	Slate, Karla J	2,286.21
102909	Regular	6/8/2012	Hart, Richard	3,432.24
102910	Regular	6/8/2012	Mueller, Ann M	2,269.36
102911	Regular	6/8/2012	Cles, Staci M	1,722.80
102912	Regular	6/8/2012	Hagen, Lindsay K	1,375.72
102913	Regular	6/8/2012	Hendrickson, Robert	3,555.37
102914	Regular	6/8/2012	Parker, Cassandra	2,244.64
102915	Regular	6/8/2012	Dalton, Jesse J	1,718.59
102916	Regular	6/8/2012	Fealy, William J	1,657.83
102917	Regular	6/8/2012	Gaudette, John J	1,098.54
102918	Regular	6/8/2012	Hall, Ron	1,297.76
102919	Regular	6/8/2012	Johnson, Juan C	888.08
102920	Regular	6/8/2012	Junkin, Ross D	2,703.62
102921	Regular	6/8/2012	Moorman, Jason	960.05
102922	Regular	6/8/2012	Wesley, Daniel A	1,975.56
102923	Regular	6/8/2012	Bykonen, Brian D	2,955.33
102924	Regular	6/8/2012	Christenson, Gregg R	2,636.66
102925	Regular	6/8/2012	Lyons, Salina K	2,198.18
102926	Regular	6/8/2012	Meyers, Robert L	3,113.34
102927	Regular	6/8/2012	Ogren, Nelson W	2,512.15
102928	Regular	6/8/2012	Thompson, Kelly	1,814.61
102929	Regular	6/8/2012	Morrissey, Mayson	2,543.18
102930	Regular	6/8/2012	Bahl, Rachel A	1,549.66
102931	Regular	6/8/2012	Newton, Ethan A	2,022.65
102932	Regular	6/8/2012	Patterson, Clifford	2,355.78
102933	Regular	6/8/2012	Thomas, Scott R	3,241.18
102934	Regular	6/8/2012	Akramoff, Glenn A	3,386.04
102935	Regular	6/8/2012	Bates, Shellie L	1,818.83
102936	Regular	6/8/2012	Buck, Shawn M	1,474.58
102937	Regular	6/8/2012	Parrish, Benjamin A	1,688.12
102938	Regular	6/8/2012	Vondran, Donald M	3,281.61
102939	Regular	6/8/2012	Beatty, Kyle B	330.10
102940	Regular	6/8/2012	Cox, Melissa	241.75
102941	Regular	6/8/2012	Cranstoun, Alexander M	32.11
102942	Regular	6/8/2012	Felcyn, Adam	342.32
102943	Regular	6/8/2012	Foxworthy, Rebecca	93.97
102944	Regular	6/8/2012	Gehring, John T	62.83
102945	Regular	6/8/2012	Halbert, Mitchell S	10.70
102946	Regular	6/8/2012	Hendricks, Dane G	42.81
102947	Regular	6/8/2012	Holmes, Kyle	90.01
102948	Regular	6/8/2012	Houghton, Cassandra L	236.98
102949	Regular	6/8/2012	Kim, Tabitha J	92.41

102950 Regular	6/8/2012	Kiselyov, Tatyana	592.32
102951 Regular	6/8/2012	MacConaghy, Hailey	527.31
102952 Regular	6/8/2012	Middleton, Jordan	127.20
102953 Regular	6/8/2012	Mohr, Emily A	79.93
102954 Regular	6/8/2012	Mooney, Lynell	244.77
102955 Regular	6/8/2012	Perko, John	137.81
102956 Regular	6/8/2012	Perko, Roxanne H	424.20
102957 Regular	6/8/2012	Praggastis, Alexander	155.75
102958 Regular	6/8/2012	Reese, Rachel E	21.41
102959 Regular	6/8/2012	von Michalofski, Kayla M	133.27
102960 Regular	6/8/2012	Wonio, Reece	183.91
102961 Regular	6/8/2012	Beaufre, Noreen	2,702.17
102962 Regular	6/8/2012	Throm, Victoria J	1,857.21
1000552864 Regular	6/8/2012	Newell, Nancy	127.44
1000552865 Regular	6/8/2012	Allen, Joshua C	877.94
1000552866 Regular	6/8/2012	Andrews, Kaitlyn E	53.52
1000552867 Regular	6/8/2012	Baughan, Jayson H.	499.79
1000552868 Regular	6/8/2012	Bell, Colin Q	109.24
1000552869 Regular	6/8/2012	Carkeek, Lena	219.85
1000552870 Regular	6/8/2012	Carrillo, Anthony G	21.41
1000552871 Regular	6/8/2012	Cochran, Neil A	100.81
1000552872 Regular	6/8/2012	Cox, Cory R	58.87
1000552873 Regular	6/8/2012	Eastin, Tatiana	215.23
1000552874 Regular	6/8/2012	Goldfoos, Rhyan	1,030.00
1000552875 Regular	6/8/2012	Jensen, Rachel	222.67
1000552876 Regular	6/8/2012	Johansen, Andrea	169.26
1000552877 Regular	6/8/2012	Panzer, Erika	46.86
1000552878 Regular	6/8/2012	Powell, Sarajane L	189.72
1000552879 Regular	6/8/2012	Praggastis, Elena C	45.49
1000552880 Regular	6/8/2012	Tran, Jenifer	74.92
Totals for Payroll Checks 79 Items			92,923.13

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
102963	AGENCY	6/8/2012	ICMA Retirement Trust	14,761.35
102964	AGENCY	6/8/2012	Vantagepoint Transfer Agent-	358.78
102965	AGENCY	6/8/2012	City of Covington	3,056.52
102966	AGENCY	6/8/2012	Paylocity Corporation	125.00
102967	AGENCY	6/8/2012	City of Covington Employee	74.00
102968	AGENCY	6/8/2012	ICMA Retirement Trust	12,251.40
102969	AGENCY	6/8/2012	ICMA Retirement Trust	1,961.91
102970	AGENCY	6/8/2012	HRA VEBA Trust	1,050.00
1000552881	AGENCY	6/8/2012	WASH CHILD SUPPORT	110.41
1000552882	AGENCY	6/8/2012	United Way of King County	14.00
Totals for Third Party 10 Items			33,763.37	

Tax Liabilities	16,764.23
Paylocity Fees	186.00
Total	<u>\$143,636.73</u>

Consent Agenda Item C-3

Covington City Council Meeting

Date: June 12, 2012

SUBJECT: AMEND CITY MANAGER EMPLOYMENT AGREEMENT

RECOMMENDED BY: City Council

ATTACHMENT(S): None

PREPARED BY: Noreen Beaufriere, Personnel Manager

EXPLANATION:

The original City Manager Employment Agreement for the city's present city manager was approved by the city council at the January 23, 2007 council meeting and became effective March 1, 2007. During each annual performance evaluation, the city council reviews the city manager's overall compensation package to help ensure it remains current and competitive. As a result of the most recent evaluation that was delivered to the city manager on March 26, 2012, the city council directed that the City Manager's Employment Agreement be amended to reflect an increase in allowed vacation carryover from four weeks (160 hours) to nine weeks (360 hours), in order that the city manager's allowed vacation carryover be brought on par with the allowed vacation carryover for the city's other regular, full-time employees.

The City Manager Employment Agreement is, therefore, recommended to be amended as follows:

Section 5.A: Vacation Leave, Sick Leave and Holidays

From:

*"Acknowledging Employee's prior municipal service, City agrees that Employee shall receive eight (8) years of credit toward the vacation leave accrual rate, for an accrual rate of 5.54 hours per bi-weekly pay period. With continued employment, Employee will accrue additional vacation time based on years of service, as specified in City policy. Employee shall additionally be provided with an initial vacation leave bank of 80 hours as of the effective date of this Agreement. Employee is entitled to carry over up to **4 weeks** of vacation leave from year to year. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued vacation time."*

To:

*"Acknowledging Employee's prior municipal service, City agrees that Employee shall receive eight (8) years of credit toward the vacation leave accrual rate, for an accrual rate of 5.54 hours per bi-weekly pay period. With continued employment, Employee will accrue additional vacation time based on years of service, as specified in City policy. Employee shall additionally be provided with an initial vacation leave bank of 80 hours as of the effective date of this Agreement. Employee is entitled to carry over up to **9 weeks (360 hours)** of vacation leave from*

year to year. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued vacation time."

ALTERNATIVES:

1. Do not make any changes to the City Manager Employment Agreement at this time.

Staff does not recommend the alternative, considering the recommended change reflects the city's current employment practice in regard to the city's other regular, full-time employees. Considering, especially, that the city manager has consistently receive exemplary performance evaluations from the city council since the start of his employment, this amendment to the employment contract will demonstrate to the city manager that the city council is interested in maintaining the integrity of his employment contract.

FISCAL IMPACT:

Fiscal impact would possibly occur only at the time of the city manager's termination of employment with the city, when unused vacation leave accrual is payable to the terminating employee.

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

**Councilmember _____ moves and Councilmember _____
seconds, to approve the amended City Manager Employment Agreement.**

REVIEWED BY: Finance Director

Consent Agenda Item C-4

Covington City Council Meeting

Date: June 12, 2012

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH MODERN BUILDING SYSTEMS, INC. FOR THE MAINTENANCE FACILITY FOR AN ADDITIONAL 36 MONTHS.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT (S):

1. Lease Agreement with Modern Building Systems, Inc. (Modular Office Building)

PREPARED BY: Shellie Bates, Office Supervisor

EXPLANATION:

On June 24, 2008, the City Council authorized the City Manager to execute a lease agreement with Modern Building Systems, Inc. for a 24' x 60' modular office building for the interim Maintenance Facility. The lease agreement was for a period of thirty-six (36) months, with an option to renew for an additional twelve (12) months.

Staff is requesting that City Council authorize the City Manager to renew the lease agreement for another 36 months at the same lease rate as the previous lease agreement.

ALTERNATIVES:

Do not execute the lease agreement renewal and find another location for the maintenance staff, vehicles, and equipment.

FISCAL IMPACT:

The monthly lease payment is \$1,422.66, which includes two units and aluminum ramp/stairs. The annual amount is \$17,071.92, funded as follows:

- Street Fund – 40% (\$6,828.77)
- Surface Water Management Fund – 40% (\$6,828.77)
- Parks Maintenance Fund – 20% (\$3,414.38)

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a Lease Agreement with Modern Building Systems, Inc. for the Maintenance Facility for an additional 36 months.

REVIEWED BY: City Manager, City Attorney, Finance Director

LEASE AGREEMENT

LESSOR:

Modern Building Systems, Inc.
PO Box 110
9493 Porter Road
Aumsville, OR 97325
Sales Contact: JC

LESSEE:

City of Covington
16720 SE 271st Street Suite 100
Covington, WA 98042
Job # PO#

In consideration of the terms and conditions contained herein Lessor and Lessee agree as follows:

Lessee agrees to lease the Building (as defined below) from Lessor as of the 15th day of July, 2012 for a minimum lease period of 36 months in accordance with the terms and conditions attached hereto.

The "Building" is a 24' x 60' building, unit # 1471 & 1472, serial # 2008.A.A.66-A/#2008.A.A.66-A, containing 1440 square feet of space, to be provided by Lessor ~~as per the Plans and Specifications attached hereto as Exhibit A, which is incorporated herein by reference.~~ The Building shall be located at: City of Covington 17852 SE 256th Street Covington, WA 98042 (the "Location").

Lessor will deliver and install the Building at the Location according to the Plans and Specifications. LESSOR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, CONCERNING THE BUILDING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RENTAL: For the minimum lease period, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, rent in the total amount of \$37,800, in monthly installments of \$1,050.00. Such monthly rent shall be paid by Lessee in advance on the 28th day of each month. (This rent amount is subject to adjustment as provided herein.) Applicable state and local sales and use taxes and other direct taxes (as provided in the Terms and Conditions) shall be due and payable to Lessor by Lessee monthly as invoiced.

INSTALLATION AND REMOVAL FEES: In addition to rent, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, a delivery and installation fee of \$0.00 and a removal and return fee based upon the current rate at the actual time of Lease termination. The removal and return fee shall be paid with the final rental payment, before removal of the Building. Lessor is not responsible for any site work, excavation/backfill or utilities or their connections (e.g., power, water, sewer, telephone/data) at the Location, unless specifically contracted herein to do so.

STAIRS: Lessee agrees to lease 1 set(s) of OSHA stairs and (1) ADA approved ramp and landing for \$260.00 per month. If the stairs/ramp and landing are not returned to Lessor, Lessee will be charged \$9,500 for the entry system. If the stairs/ramp and landing are returned damaged, Lessee will be charged accordingly for the repair or replacement.

CLEANING AND KEYS: The Building will be cleaned upon return to Lessor at Lessee's sole expense. The cleaning charge shall be Lessor's actual expense or \$50, whichever is larger. Lessee shall be liable for any and all damage to the Building and its accessories. If keys are not returned with the Building, Lessee will be charged \$50.

The terms of this Lease Agreement ("Lease") shall not be affected by the terms of any Lessee purchase order, all of whose terms are rejected.

Signed by duly authorized agents this 12th day of June, 2012.

Lessor: Modern Building Systems, Inc.
PO Box 110
Aumsville, OR 98047
By: _____

Lessee: City of Covington
16720 SE 271st Street Suite 100
Covington, WA 98042
By: _____

Kenneth D. Mero, Vice President of Sales

Title: _____

TERMS AND CONDITIONS

1. This transaction is a lease and not a sale. Lessee does not acquire any right, title or interest in the Building, except the right to possess and use the Building under this Lease, so long as Lessee is not in default.

2. In addition to the payment of rent, Lessee shall pay Lessor for all sales and use taxes, other direct taxes and registration fees imposed by federal, state or other taxing authorities and allocated by Lessor on either an individual or prorated basis for any units of the Building.

3. Lessee will, at its sole cost, keep the Building at all times in good repair and operating condition and free of all liens and encumbrances. Lessee shall replace all worn or broken parts with new parts acceptable to Lessor. Upon termination of this Lease, Lessee will return the Building to Lessor in at least as good a condition and state of repair as delivered to Lessee, ordinary wear and tear excepted. Until restoration or repairs have occurred to the satisfaction of Lessor, Lessee shall continue to be liable for rent on any Building returned (a) with accessories, attachments or other items missing; (b) requiring repairs of any kind or requiring restoration to original specifications; or; (c) with alterations or modifications performed by Lessee. If Lessee does not make the required repairs or restoration, Lessor shall determine the amount due for them for which Lessee shall be responsible and rent on the Building will continue to accrue until that amount is paid by Lessee.

4. If this Lease is for a custom Building that is ordered in accordance with Lessee's specifications and is not from Lessor's current inventory, the rent commencement date shall be the date on which the Building is installed at the Location. If the installation is delayed by any act or omission of Lessee, rent payments shall commence once Lessee is notified of the completion of the Building.

5. In the performance of its obligations, Lessor shall not be responsible for events beyond its reasonable control, including, without limitation, delays or impossibility of manufacturing, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strikes and acts of God.

6. Any damage claim of Lessee against Lessor arising out of or related to this Lease shall be limited to an amount not exceeding the lesser of (a) the rent actually paid by Lessee or (b) six months of rent, whichever is less. In no event shall Lessor be responsible for consequential damages, including, without limitation, loss of use or lost profits. These damage limitations shall apply regardless of the nature of the claim, including without limitation, those based upon contract, tort (including negligence), warranty or statute.

7. Lessee shall provide free and clear access for delivery and return of the Building by standard mobile transport vehicle. Lessee shall provide firm and level ground or no more than a six-inch slope from one end to the other for safe and unobstructed installation of the Building. The site selection is the sole responsibility of Lessee. Lessor shall have no responsibility or liability for any inadequacy of the location for the setup or use of the Building. Lessee is solely responsible for obtaining any required permits for the installation and use of the Building at the Location.

8. Lessor may at any time following the expiration of the minimum lease period, request Lessee to return the Building to the location designated by Lessor.

(a) If Lessee, without any further written agreement, shall continue to possess or occupy the Building beyond the minimum lease period, Lessee shall then be deemed to have renewed this Lease on a month-to-month basis at the rental rate in Lessor's monthly published lease rate(s) then in effect.

(b) If Lessor elects to terminate this Lease upon the expiration of the minimum lease period, rent shall continue until the Building is returned to the location designated by Lessor and Lessee pays Lessor all unpaid rents and charges allocable to the returned Building that have accrued as of the date the Building is returned.

9. Lessor shall not be liable for claims or damages of any kind whatsoever, whether to person or property, arising from or in any way connected with the Building or Lessee's use thereof, and Lessee will indemnify, defend and hold Lessor harmless from any and all such claims or damage arising therefrom.

10.

(a) Upon delivery of the Building to the Location, Lessee will assume the entire risk of loss to the Building until the Building is returned to Lessor. Lessee represents that it is insured in all of its business activities and shall insure its interests in and obligations with respect to the Building. The Building shall be covered by a standard, comprehensive property insurance policy, covering the full replacement value of the Building with any insurance payment thereunder payable to Lessor. Lessee shall be responsible for any deductible amounts. If Lessee fails to obtain or maintain such insurance at Lessee's cost, Lessor may obtain such insurance, but Lessor shall not be obligated to do so. In the event of any damage to or loss or destruction of the Building occurring subject to insurance, Lessor may, at its sole election, determine to repair or replace the Building.

(b) Lessee shall maintain a general liability insurance policy in the minimum policy amount of \$1 million. Lessor shall be named as an additional insured under the policy. Lessee shall be responsible for any deductible amounts.

(c) Before the installation of the Building, Lessee shall provide Lessor a certificate of insurance verifying that Lessee has obtained the required insurance coverage.

11. The following shall constitute Events of Default: (a) Lessee fails to pay any rent or any other amount herein provided within 10 days after the same is due and payable; (b) Lessee fails to comply with any provisions of this Lease; (c) Lessee abandons the Building; (d) Lessee ceases doing business as a going concern; (e) any proceeding in bankruptcy, receivership or insolvency is commenced by or against Lessee or Lessee's property, or if Lessee makes an assignment for the benefit of creditors; (f) Lessee makes any misrepresentation or false statement as to Lessee's credit or financial standing in connection with the execution of this Lease; (g) Lessee commits any act of assignment, including permitting any other entity or person to use the Building; (h) Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other Building inventory; (i) Lessee breaches any of the terms of any loan or credit agreements, or defaults thereunder; and (j) if there is more than one lease existing between Lessor and Lessee, Lessee defaults under any other such lease.

12. Upon the occurrence of an Event of Default, and without prejudice to any other rights or remedies Lessor may have, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare the entire amount of rent for the minimum lease period immediately due and payable without further notice or demand to Lessee.

(b) Lessor may recover all rents and other amounts due as of the date of such default.

(c) Lessor and its agents may, without notice, liability or legal process, enter into any premises of or under control of Lessee or any agent of Lessee where the Building and its accessories may be believed to be located and attempt to repossess the Building, disconnecting and separating it from any other property and using all means necessary or reasonable to take possession of the Building and its accessories.

Lessee hereby waives any claim or cause of action of any kind whatsoever against Lessor growing out of the removal, repossession or retention of the Building, including, without limitation, claims for trespass or conversion.

(d) Lessor may obtain provisional process or injunctive relief to recover possession of the Building and its accessories. Lessee hereby waives any objection to such relief.

(e) Lessor may pursue any other remedy now or hereafter existing at law or in equity.

All such remedies are cumulative, and may be exercised concurrently or separately.

13. Rents and charges not received by Lessor within 30 days of the invoice date shall accrue a late charge of (a) 1 1/2 percent per month or (b) the maximum rate permitted by law, whichever is lower.

14. When the minimum term of this Lease exceeds 11 months, the rental charge shall be subject to adjustment, based upon the All Items Consumer Price Index ("CPI") for the United States (United States Bureau of Labor Statistics, 1967 base period) calculated as follows: For each change of one index point in the CPI, the rental rate shall be adjusted by a factor of 0.5 percent. Any adjustments shall take effect at the end of the sixth month following the commencement date of this Lease and will be further adjusted each six months thereafter. Said adjustment will be based on the most recent CPI indices before the invoicing of each rental charge.

15. Should the Lessee elect, for any reason, to terminate this Lease at any time before the end of the minimum lease period, the entire unpaid balance of the rent due hereunder shall immediately become due and payable. Such termination shall become effective only when the Building is returned in good condition to the location designated by Lessor and pays Lessor all unpaid rents and charges allocable to the returned Building.

16. If it has fulfilled all of its obligations under this Lease, Lessee has the option to extend this Lease in one-year increments after the expiration of the initial term hereof. All of the terms and provisions of this Agreement shall remain the same in the event of any such annual extension, except that the CPI adjustment described above shall be applicable to the first months of the extension. Should Lessee wish to so extend this Lease, Lessee must give Lessor 30 days' written notice of such election before the expiration of the term hereof or before the expiration of any previously extended term hereof.

17. Lessee shall, at Lessee's sole cost, obtain any and all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of the Building. Lessee shall provide for all maintenance, upkeep, repair, utilities and operational costs of any nature whatsoever pertaining to the Building in a careful manner so as not to expose the Building to damage. All permits, certificates of title or registration applicable to the Building shall reflect Lessor's ownership thereof.

18. Lessee shall not remove the Building from the Location without prior written approval from Lessor. Lessee shall notify Lessor immediately of any attempted levy or seizure of the Building and shall indemnify and hold Lessor harmless from and against any loss or damage resulting therefrom. Lessor may inspect the Building from time to time. If Lessor believes the Building to be overloaded beyond normal capacity or misused, abused or neglected, Lessor may summarily remove and repossess the Building upon five days' prior written notice to Lessee. In that event, Lessee shall be liable for the total unpaid amount for the minimum lease period.

19. If at any time Lessor retakes the Building and there is any other property owned by Lessee or in the custody or control of Lessee attached to or contained within the Building, Lessor may take possession of such other property and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of and at the sole expense of Lessee. In addition, Lessee shall indemnify, defend and hold Lessor harmless from and against any claims relating to damage to the property of Lessee or any other persons suffered or sustained during repossession of the Building by Lessor.

20. Lessee agrees that the Building will not be used for any residential purposes. Lessee shall not make or permit any unlawful use or handling of the Building and shall not, without Lessor's prior written consent, make or permit any changes, alterations or improvements in or to the Building or remove therefrom any parts, accessories or attachments.

21. This Lease may not be assigned by Lessee, nor may all or any part of the Building be sublet by Lessee without the prior written consent of Lessor. Lessor may assign this Lease and the rent.

22. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given upon delivering the same personally to an authorized representative of the party to be notified, or upon mailing such notice, by registered or certified mail, return receipt requested, to the party to be notified, at its address hereinafter set forth, or at such other address within the United States as the party to be notified may have designated prior thereto by written notice to the other party.

23. Each person signing this Lease represents and warrants that such person has all requisite power and authority necessary to execute this Lease and to perform the party's respective obligations hereunder and that this Lease is binding upon and enforceable against the party represented by that person. This Lease shall inure to the benefit of and shall be binding upon the respective successors in interest and permitted assigns of the parties hereto.

24. Lessee's obligations set forth herein shall survive the termination of this Lease.

25. This Lease contains the entire agreement and understanding between the parties and supersedes and replaces all prior or contemporaneous communications, understandings or agreements, whether verbal or written.

26. This Lease shall be governed by and construed in accordance with the laws of the state of Oregon. The exclusive venue for any dispute arising out of or related to this Lease shall be the Circuit Court of the State of Oregon in Marion or Multnomah County, at Lessor's option. However, nothing in this provision shall prevent Lessor from seeking equitable relief in any court with jurisdiction.

27. In the event of any dispute or claims arising out of or related to this Lease, the prevailing party shall be entitled to recover all litigation costs, including, without limitation, attorney fees and costs incurred at trial, on appeal, on review or in any bankruptcy proceeding.

28. All ideas, designs, arrangements, and plans indicated, represented or produced by Modern Building Systems Inc., are owned by, and the property of Modern Building Systems Inc. None of such ideas, designs, arrangements, or plans shall be used by any other person without prior written permission of Modern Building Systems Inc.

Consent Agenda Item C-5

Covington City Council Meeting

Date: June 12, 2012

SUBJECT: AUTHORIZE THE CITY MANANGER TO EXECUTE AN EASEMENT AGREEMENT TO LOCATE A 15 FOOT WIDE PUBLIC STORM AND UTILITY EASEMENT ON LOTS 6 AND 7 OF THE PLAT OF WINGFIELD NORTH (KING COUNTY RECORDING NO. 20110307000584).

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

- 1. Public Storm Easement Agreement

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

EXPLANATION:

The developer, Richmond American Homes Washington Inc, is requesting a 15 foot wide public storm and utility easement on lots 6 and 7 of the Wingfield North Plat. The public storm system was installed when the plat was developed and provides bypass of Kentwood High School’s stormwater overflow through the Wingfield North development, with discharge to Little Soos Creek. The public storm system easement was overlooked and not included on the final plat map. The attached public storm easement will rectify the issue. There is an existing private storm drainage easement for the purpose of private drains associated with the rockeries. This public easement will not the affect the existing and identified private easements.

ALTERNATIVES:

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

FISCAL IMPACT:

No direct impact. The easement agreement outlines the responsibility of the property owner.

CITY COUNCIL ACTION: Ordinance Resolution X Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute an easement agreement to locate a 15 foot wide public storm and utility easement on lots 6 and 7 of the plat of Wingfield North (King County Recording No. 20110307000584).

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

ATTACHMENT 1

AFTER RECORDING MAIL TO:
C.E.S. NW Inc.
310 29TH STREET NE, Ste. 101
Puyallup, WA 98372
(253) 848-4282 Fax (253) 848-4278

PUBLIC STORM EASEMENT

GRANTOR: RICHMOND AMERICAN HOMES WASHINGTON INC.
GRANTEE: CITY OF COVINGTON DEPARTMENT OF PUBLIC WORKS

ABBREVIATED LEGAL DESCRIPTION: THE SOUTH 2.5 FEET OF LOT 7 TOGETHER WITH THE NORTH 12.5 FEET OF LOT 6 OF THE PLAT OF WINGFIELD NORTH UNDER RECORDING NUMBER 20110307000584, KING COUNTY, WASHINGTON.

WHEREAS GRANTOR(S) HAVE APPLIED TO CITY OF COVINGTON DEPARTMENT OF PUBLIC WORKS FOR APPROVAL OF A CERTAIN DEVELOPMENT AND/OR HAVE REQUESTED A BUILDING PERMIT, AND

IN CONSIDERATION OF THE APPROVAL OF SAID DEVELOPMENT OR ISSUANCE OF SAID PERMIT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, GRANTOR(S) AND SUCCESSORS HEREBY GRANT(S) TO CITY OF COVINGTON DEPARTMENT OF PUBLIC WORKS, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON (GRANTEE), A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF OPENEN DITCH OR CHANNEL SECTIONS AND STORM SEWER PIPELINES(S), MANHOLES, CATCH BASINS, DRY WELLS, PERFORATED PIPE SYSTEMS, AND OTHER APPURTENANT STORM SEWER STRUCTURE(S) OVER, UNDER AND ACROSS THE PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

A 15 FOOT WIDE PUBLIC STORM AND UTILITY EASEMENT ON LOT 6 AND LOT 7 OF THE PLAT OF WINGFIELD NORTH UNDER RECORDING NUMBER 20110307000584, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE SOUTH 2.5 FEET OF LOT 6 TOGETHER WITH THE NORTH 12.5 FEET OF LOT 7 OF SAID PLAT OF WINGFIELD NORTH.

IT IS ALSO UNDERSTOOD AND AGREED BY THE GRANTOR(S), THEIR HEIRS AND SUCCESSORS, THAT CITY OF COVINGTON DEPARTMENT OF PUBLIC WORKS SHALL NOT BE RESPONSIBLE FOR REPLACING OR RESTORING ANY STRUCTURES, FENCES, RETAINING WALLS, SHRUBBERY, HEDGES, LANDSCAPING OR ANY OTHER ITEMS FOUND WITHIN THE DESCRIBED EASEMENT AFTER WORKING IN THIS AREA AND OWNER, THIER HEIRS AND SUCCESSORS SHALL HOLD THE CITY OF COVINGTON DEPARTMENT OF PUBLIC WORKS HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS DEMANDS, LOSS OF LIFE, INJURY OR DISABILITY OF ANY PERSON AND/OR DAMAGE TO PROPERTY OR BUSINESS INCLUDING EROSION OCCURRING ON OR ABOUT THE STORM SEWER OR ARISING , DIRECTLY OR INDIRECTLY BY REASON OF OR IN CONNECTION WITH SAID STORM SEWER

CONVEYANCE SHALL BE A COVENANT RUNNING WITH THE LAND, AND SHALL BE BINDING ON THE GRANTOR, AND ITS HEIRS, SUCCESSORS AND ASSIGNS.

DATED THIS _____ DAY OF _____, 2012

ROB TRENT, PRESIDENT
RICHMOND AMERICAN HOMES OF WASHINGTON, INC.

STATE OF WASHINGTON }
 }ss
COUNTY OF PIERCE }

ON THIS _____ DAY OF _____, 2012, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED ROBERT TRENT, TO ME KNOWN TO BE THE PRESIDENT OF RICHMOND AMERICAN HOMES WASHINGTON INC., THE CORPORATION DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT _____

MY APPOINTMENT EXPIRES _____

EXHIBIT A

PUBLIC STORM EASEMENT

LEGAL DESCRIPTION

A 15 FOOT WIDE PUBLIC STORM AND UTILITY EASEMENT ON LOT 6 AND LOT 7 OF THE PLAT OF WINGFIELD NORTH UNDER RECORDING NUMBER 20110307000584, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE SOUTH 2.5 FEET OF LOT 7 TOGETHER WITH THE NORTH 12.5 FEET OF LOT 6 OF SAID PLAT OF WINGFIELD NORTH.

C.E.S. NW INC.

CIVIL ENGINEERING & SURVEYING

310 - 29TH ST. NE, SUITE 101 Bus: (253) 848-4282
PUYALLUP, WA 98372 Fax: (253) 848-4278

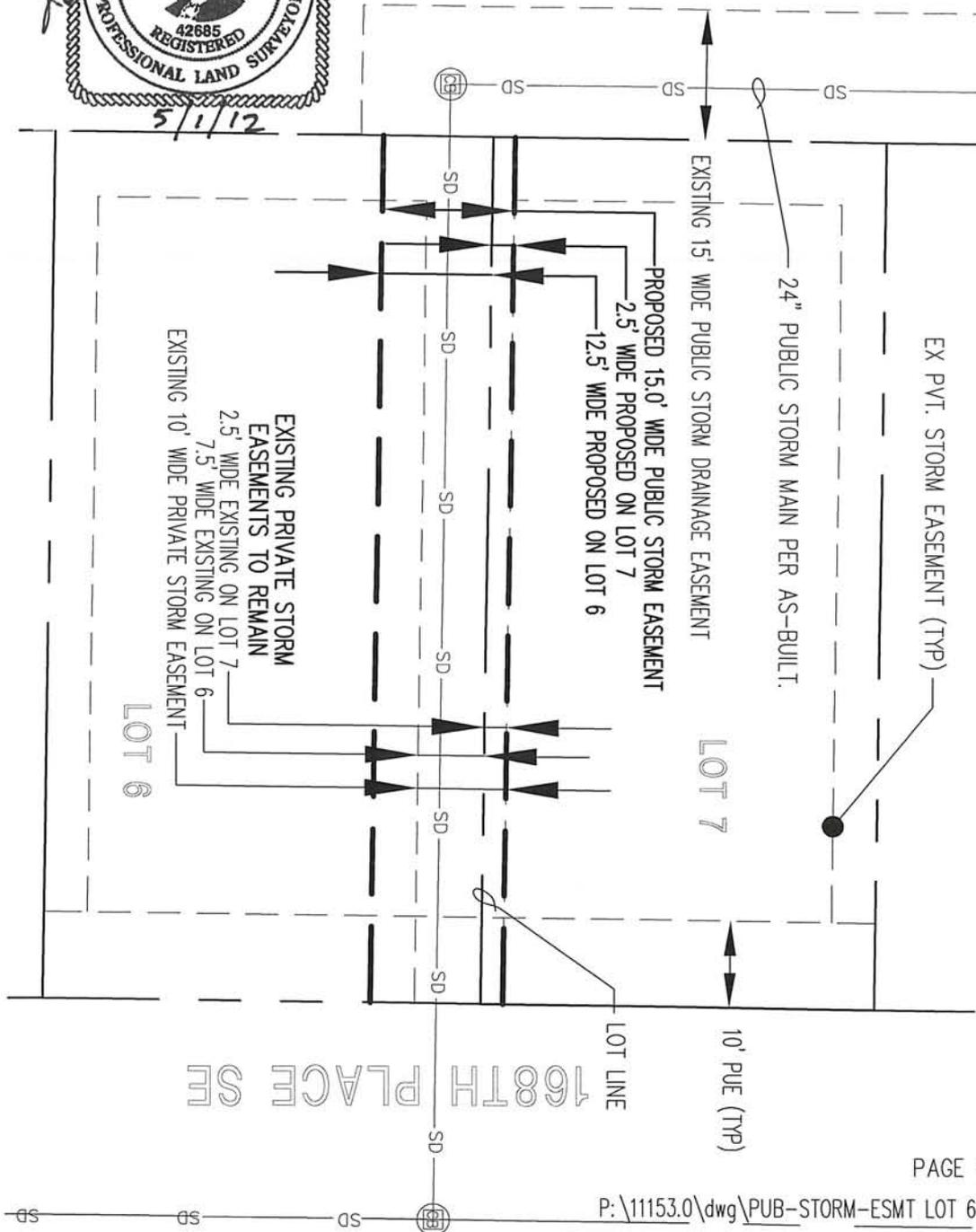
WINGFIELD NORTH

PUBLIC STORM EASEMENT EXHIBIT

04/27/12



SCALE
1" = 20'



PAGE 4 OF 4

P:\11153.0\dwg\PUB-STORM-ESMT LOT 6 & 7.dwg

Agenda Item 1

Covington City Council Meeting

Date: June 12, 2012

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC REGARDING THE PROPOSED SIX-YEAR 2013 – 2018 TRANSPORTATION IMPROVEMENT PROGRAM (TIP).

DISCUSS THE PROPOSED SIX-YEAR 2013 - 2018 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. 2013 – 2018 Transportation Improvement Program Map
2. 2013 – 2018 Transportation Improvement Program Summary

PREPARED BY: Shawn Buck, Engineering Technician and Don Vondran, City Engineer

EXPLANATION:

The City is required by RCW 35.77.010 to annually prepare and adopt a comprehensive transportation program for the ensuing six calendar years and to forward a copy of that Six-Year Transportation Improvement Program (TIP) to the Washington State Secretary of Transportation by July 31st. The TIP represents the first six years of the 20-Year Transportation (street) Capital Investment Program. The projects contained in the proposed City of Covington Six-Year TIP 2013 - 2018 are consistent with the transportation projects identified in the Capital Facilities Element of the City's Comprehensive Plan adopted December 16, 2003.

As a segment of the public involvement process, the City Council must hold a public hearing to receive testimony on the TIP. This hearing has been properly noticed in the paper of local circulation. The notification was in the Covington Reporter on June 1, 2012 and June 8, 2012.

The projects listed in the Six-Year TIP are primarily focused on projects that would help alleviate current congestion problems along SE 272nd Street (Kent-Kangley, SR 516). Projects listed (1127, 1128, 1124) significantly increases capacity or provides alternatives to SE 272nd Street. CIP 1057 is a pavement rehabilitation project that was added to the TIP due to funding received from the Legislature. This project is 100% grant funded.

During the 2012 summit, Council indicated that capital projects in the Town Center and Wax Road MHO zones should rank higher to help achieve the downtown vision. Due to the required deadline to adopt the TIP and the necessary and valuable tool of a newly updated traffic model not quite complete, the TIP was not able to be modified at this point. David Evans & Associates (DEA) is very close to having the model fully operational. We will then be able to do scenarios to better determine which projects in the Town Center and Wax Road MHO need to be included and where they rank. Staff will work with DEA to provide some scenarios and produce that information to Council.

The proposed 2013 - 2018 Six-Year TIP is presented as follows:

Major Capital Improvement Project Priorities

1. **CIP 1127 SE 272nd Street between Jenkins Creek and 185th Place SE**

This project is to widen and reconstruct a portion of SE 272nd Street between Jenkins Creek and 185th Place SE. This project will include the crossing of Jenkins Creek with a new structure for the stream, widening the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.



2. **CIP 1057 156th Avenue SE between vicinities of SE 272nd Street and SE 261st Place**

This project will design and construct the pavement rehabilitation of 156th Avenue SE in the vicinity of SE 272nd Street and the vicinity of SE 261st Place. There is no widening associated with this project. The project will consist of pulverizing the existing roadway and overlaying with new asphalt. ADA ramps will be upgraded as warranted.



3. **CIP 1128 SE 272nd Street between 185th Place SE and 192nd Avenue SE**

This project is to widen and reconstruct a portion of SE 272nd Street between 185th Place SE and 192nd Avenue SE. This project will widen the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.



4. **CIP 1124 185th Place SE Extension from Wax Road/180th Ave SE to SE 272nd Street**

This project connects SE Wax Road/180th Avenue SE to SE 272nd Street via a new route and alignment designated as 185th Place SE. The street section will consist of a 3-lane urban arterial standard with curb, gutter and 8' sidewalks, landscaping strips, illumination and stormwater infrastructure. The project will also include crossing Jenkins Creek. The actual route and alignment will be determined during the design phase.



5. **CIP 1063 SE 272nd Street between 160th Avenue SE and 164th Avenue SE**

This project provides for design and future construction of additional turn lanes, channelization, and signal modifications. Widening SE 272nd Street will require modifications to the existing stream crossing at the intersection. The project length is 800 feet. The improvements will include illumination, landscaping, 10' wide sidewalks with street trees in planting wells.



6. **CIP 1056 SE 256th Street between 172nd Avenue SE and 180th Avenue SE**
CIP 1149 180th Avenue SE between SE 256th Street and SE Wax Road (N)

Portions of these two larger CIP projects (see map – Attachment 1) are being combined to provide improvements adjacent to the new fire station at SE 256th Street and 180th Avenue SE. The improvements will include widening the north side of SE 256th Street from 180th Avenue SE to 176th Avenue SE to match the section at 168th Avenue SE. The frontage along 180th Avenue SE will be widened from the intersection to Crestwood Elementary School.



ALTERNATIVES:

Direct staff to modify the proposed 2013 - 2018 Six-Year TIP.

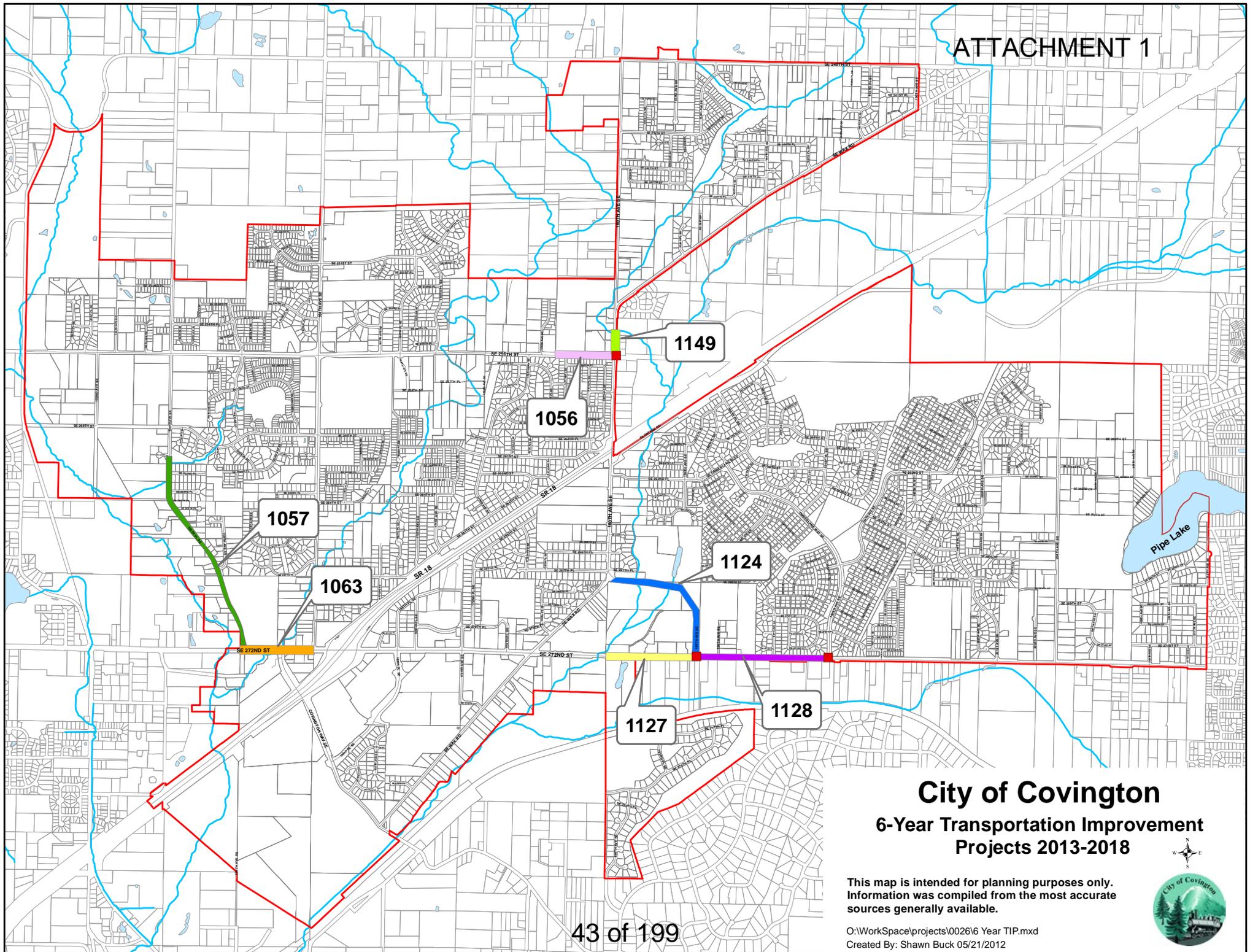
FISCAL IMPACT:

The fiscal impact of each proposed project is indicated in the proposed Six-Year TIP 2013 – 2018. The specific revenue source(s) for the City portion of the funds for each project is determined each year during the budget process. Additional revenues are needed to fund these projects. Possible sources are grants, traffic impact fees and municipal bonds.

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

NO ACTION NECESSARY - OPEN PUBLIC HEARING AND DISCUSSION ONLY.

REVIEWED BY: City Manager, City Attorney, Finance Director



City of Covington

6-Year Transportation Improvement Projects 2013-2018



This map is intended for planning purposes only. Information was compiled from the most accurate sources generally available.

O:\WorkSpace\projects\0026\6 Year TIP.mxd
Created By: Shawn Buck 05/21/2012

CITY OF COVINGTON											
2013 to 2018 Transportation Improvement Program											
Summary					Expenditure Schedule in Thousands						
Priority	City CIP #, Project Name, Termini, Major Class of Work	Phase	Funded	Total Funds	1	2	3	4	5	6	
					2013	2014	2015	2016	2017	2018	
1	1127, SE 272nd Street (SR 516) Jenkins Creek to 185th Place SE Widen to 5 lanes & reconstruct, Sidewalks, New stream crossing	Dgn	XX	221	221						
		R-o-W	XX	1,194	1,194						
		Const		11,785		11,785					
		Total Cost		13,200	1,415	11,785	0	0	0	0	
2	1057, 156th Avenue SE Vicinity SE 272nd Street to Vicinity SE 261st Place Pavement Rehabilitation	Dgn	XX	40	40						
		R-o-W		0	0						
		Const	XX	340	340						
		Total Cost		380	380	0	0	0	0	0	
3	1128, SE 272nd Street (SR 516) 185th Place SE to 192nd Avenue SE Widen to 5 lanes & reconstruct, Sidewalks, New signal.	Dgn		1,266		1,266					
		R-o-W		726		726					
		Const		13,466			13,466				
		Total Cost		15,458	0	1,266	726	13,466	0	0	
4	1124, 185th Place SE Extension Wax Road/180th Avenue SE Roundabout to SE 272nd Street New Route, New Alignment, Access management.	Dgn		947		947					
		R-o-W		4,472		4,472					
		Const		10,321				10,321			
		Total Cost		15,740	0	947	4,472	0	10,321	0	
5	1063, SE 272nd Street (State Route 516) 160th Avenue SE to 164th Avenue SE Signal modifications, add turn lanes, stream crossing.	Dgn		950				950			
		R-o-W		1,357					1,357		
		Const		10,039						10,039	
		Total Cost		12,346	0	0	0	950	1,357	10,039	
6	Portions of 1056 and 1149 SE 256th Street and 180th Avenue SE Safety improvements, Sidewalks Signal modifications, add right turn lane.	Dgn		456				456			
		R-o-W		222					222		
		Const		4,865						4,865	
		Total Cost		5,543	0	0	0	456	222	4,865	
3.0% Annual Construction Cost Increase				TOTAL	62,667	1,795	13,998	5,198	14,872	11,900	14,904

Agenda Item 2

Covington City Council Meeting

Date: June 12, 2012

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, REPEALING AND REPLACING CHAPTER 18.70 OF THE COVINGTON MUNICIPAL CODE (CMC) AND AMENDING CMC CHAPTERS 18.20, 18.25, 18.30, 18.31, 18.125, 14.3 TO REGULATE THE SITING OF WIRELESS COMMUNICATION FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Proposed Ordinance for adopting new wireless communication facility regulations in CMC Title 18.70 and other associated amendments to CMC Title 18 and 14.

PREPARED BY: Ann Mueller, Senior Planner

EXPLANATION:

Upon incorporation in 1997, Covington adopted the King County communications facility ordinance, which pre-dates the 1996 federal Telecommunications Act. As a result, some parts of CMC Chapter 18.70 Development Standards –Communication Facilities, regulating wireless communication facilities (WCF) in the city, are outdated and no longer applicable to the permitting and regulating of such facilities.

Local government regulation of wireless communication facilities was limited by the 1996 Telecommunications Act, which establishes conditions that local zoning requirements must satisfy:

- Local zoning requirements may not prohibit wireless facilities or enact indefinite moratoriums, although the placement of wireless communication facilities may be regulated.
- A local government must act on a request for installing or constructing a wireless facility within a reasonable period of time.
- A local government decision denying a request for installing or constructing a wireless communication facility must be based on substantial evidence and made in writing.
- If a wireless telecommunications facility meets technical emission standards set by the Federal Communications Commission (FCC), it is presumed safe. The local government may not deny a request to construct a facility on grounds that its radio frequency emissions would be harmful to the environment or health of residents if those emissions meet FCC standards.
- Local zoning requirements may not unreasonably discriminate between providers of functionally equivalent wireless services, although facilities with different physical characteristics or safety concerns may be treated differently.

The Planning Commission is forwarding a recommendation to the Council that includes: repealing the current language of CMC 18.70 and replacing it with updated and reorganized language to address FCC regulations; and incorporating current industry terminology and creating a more functional code section that is easier for applicants to understand and for staff to implement. The proposed new code also directs the priority and preference for locating antennas to encourage the co-location of antennas on existing structures on non- single-family residential property and in non-residentially zoned districts. The applicant is responsible for demonstrating through engineering evidence that the more preferable siting types and locations were not feasible before moving to a less preferable siting option. Absent any feasible co-location options, the last option for a wireless telecommunications carrier is the construction of a new tower.

City staff met with the Planning Commission on January 9, 2012, to discuss changes to the wireless communication facility regulations. On February 17, 2012, public notice of the proposed code amendments was published in the Covington Reporter, placed on the city website and posted at city hall. A SEPA determination of non-significance was issued on February 24, 2012, and a 60-day notice of the proposed change to the zoning code, as required by statute, was sent to the Washington State Department of Commerce on the same day.

A public hearing on the proposed code amendments was held at the regular Planning Commission meeting on March 1, 2012; staff provided an overview of the proposed amendments and answered questions from the Planning Commission. The Planning Commission asked staff to further study and make modifications to several sections including regulation of co-location on transmission structures and utility poles. On May 3, 2012, the Planning Commission reviewed the final draft of the wireless communication facility code amendments and recommended forwarding it to the City Council for review and approval.

No members of the public provided written comments on the proposed amendments to the wireless communication facility regulations or spoke at the Planning Commission public hearing or during a regular meeting. Staff did contact Puget Sound Energy and Bonneville Power Administration directly to request input on the proposed amendments; both provided recommendations to the proposed language including clarification of terminology and standard practices for their respective organizations when they allow the co-location of antennas on their transmission structures or utility poles.

Currently, Covington does not see a large volume of wireless communication facility applications. In 2010, a Type III permit was approved by the Hearing Examiner for co-location of a Clearwire antenna on an existing PSE transmission tower located within their existing easement. Prior to that, in 2006 a T-Mobile antenna was permitted to locate on that same transmission tower.

ALTERNATIVES:

1. Recommend amendments to the proposed ordinance.
2. Return the issue to city staff and/or Planning Commission for further study and analysis.

FISCAL IMPACT:

No direct fiscal impacts are anticipated from the adoption of these wireless communication facility amendments.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to adopt an ordinance amending CMC Title 18.70 related to the regulation of Wireless Communication Facilities in Covington as well as associated amendments to related regulations in CMC Title 18 and Title 14.

REVIEWED BY: Community Development Director
 City Attorney
 City Manager

ORDINANCE NO. 09-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, REPEALING AND REPLACING CHAPTER 18.70 OF THE COVINGTON MUNICIPAL CODE (CMC) AND AMENDING CMC CHAPTERS 18.20, 18.25, 18.30, 18.31, 18.125, 14.3 TO REGULATE THE SITING OF WIRELESS COMMUNICATION FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Covington (“City”) has received or expects to receive requests to site wireless communication facilities within its boundaries; and

WHEREAS, the City recognizes that Congress, pursuant to the federal Telecommunications Act of 1996, has imposed requirements that local governments not unreasonably discriminate among providers of functionally equivalent personal wireless services, or act in a manner that prohibits or has the effect of prohibiting the provision of personal wireless services, while at the same time preserving traditional state and local authority over the placement, construction, and modification of wireless communication facilities; and

WHEREAS, the City finds that the provisioning of personal wireless services to the residents of the City of Covington is in the public interest, and that permitting the placement, construction, and modification of wireless communication families within its boundaries is necessary to support such service; and

WHEREAS, it is the City’s intent to permit the placement, construction, and modification of wireless communication facilities within its boundaries; and

WHEREAS, the City also finds that the placement, construction, and modification of wireless communication facilities could adversely affect the character, aesthetics, property values, and environmental quality of the community; and

WHEREAS, the City also finds that construction/installation of new towers to support antenna installations is likely to have a more significant adverse impact upon the character, aesthetics, property values, and environmental quality of the community than use of existing towers, structures, transmission structures, and utility poles and the use of alternative technology for such installations; and

WHEREAS, the City has undertaken a review of its municipal zoning code and determined that the existing code provisions governing wireless communication facilities are technologically outdated, unclear, or non-existent regarding wireless communication facilities and do not adequately implement the goals and polices of the adopted Comprehensive Plan, or adequately protect the public’s health, safety, and welfare; and

WHEREAS, it is the City's intent to protect and promote the public's health, safety, and welfare by adding new regulations to the City's municipal zoning code regarding the placement, construction and modification of wireless communication facilities within its boundaries; and

WHEREAS, the Covington Planning Commission held a duly noticed public hearing during their regular meeting on March 1, 2012, at which time it heard a presentation from staff and reviewed the proposed new wireless communication facilities regulations, and upon such review recommended modifications to language regarding location of antennas on existing transmission structures and utility poles and the height of amateur radio towers to be further studied by staff, along with other modifications, and subsequently continued further consideration of the proposed text amendments; and

WHEREAS, the Covington Planning Commission during their regular meeting on May 3, 2012, reviewed the modifications provide by staff based on the Commission's direction and voted to recommend approval of the new wireless communication facility regulations to the City Council; and

WHEREAS, the City Council has based its findings and conclusions upon consideration of, among other things, the existing topography and geography of the city, existing land uses, available wireless communication technology, existing wireless communication facilities and coverage, presentations by city staff, applicable laws, rules, and regulations, including without limitation the National Environmental Policy Act and the State Environmental Policy Act, and applicable federal regulations.

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

Section 1. Covington Municipal Code Chapter 18.70 Wireless Communication Facilities is hereby repealed and replaced in whole part as set forth in the attached Exhibit A, incorporated herein.

Section 2. Covington Municipal Code Chapters 18.20 Technical Terms and Land Use Definitions; 18.25 Permitted Uses; 18.30 Development Standards- Density and Dimensions; 18.31 Downtown Development and Design Standards; 18.125 Decision Criteria; and 14.30 Permit Decision Types are hereby amended as set forth in the attached Exhibit B, incorporated herein.

Section 3. This ordinance shall be in full force and effect five days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 4. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

Passed by the City Council on the 12th day of June, 2012.

Mayor Margaret Harto

PUBLISHED: June 15, 2012
EFFECTIVE: June 20, 2012

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

**Chapter 18.70
WIRELESS COMMUNICATION FACILITIES**

Sections:

- 18.70.010 Purpose.**
- 18.70.020 Exemptions.**
- 18.70.030 Applicability, Review, and Permits Required.**
- 18.70.040 Types of Permits – Priority – Preferences –Restrictions.**
- 18.70.050 General Requirements.**
- 18.70.060 Landscaping/Screening.**
- 18.70.070 Electrical Transmission Structure Co-Location- Specific Development Standards.**
- 18.70.080 Adding Antennas to an Existing Wireless Communication Facility Tower -Specific Development Standards.**
- 18.70.090 Utility Pole Co-location – Specific Development Standards.**
- 18.70.100 Building Mounted Concealed Facility – Specific Development Standards.**
- 18.70.110 Request to Use Non- Concealed Facilities Attached to a Building in Lieu of a Concealed Building Attachment.**
- 18.70.120 Non-concealed Building Mounted Specific Development Standards.**
- 18.70.130 Requests for New Towers.**
- 18.70.140 Tower-Specific Development Standards.**
- 18.70.150 Height Modification.**
- 18.70.160 Setback Modification.**
- 18.70.170 Expiration.**
- 18.70.180 Removal of Abandoned Wireless Communication Facilities.**

18.70.010 Purpose.

The purpose of this chapter is to regulate the placement, construction and modification of wireless communication facilities in order to protect the health, safety, and welfare of the public while not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in the City of Covington. The purpose of this chapter will be achieved through adherence to the following objectives:

- (1) Encourage the location of wireless communication facilities in nonresidential areas;
- (2) Allow wireless communications facilities in residential areas when necessary to meet the functional requirements of the telecommunications industry;
- (3) Minimize the total number of wireless communication facilities throughout the community;
- (4) Protect residential areas and land uses from potential adverse impacts that wireless communication facilities might create, including, but not limited to, impacts on aesthetics, environmentally sensitive areas, historic resources, flight corridors, and health and safety of persons and property.
- (5) Require cooperation between competitors and, as a primary option, encourage the joint use of new and existing wireless communication facility sites and structures to the greatest extent possible in order to reduce cumulative negative impact upon the City;

- (6) Allow wireless communication companies to use City property for the placement of wireless facilities, where consistent with other public needs, as a means to generate revenue for the City;
- (7) Encourage providers of wireless communication facilities to locate these facilities in areas where the adverse impact on the community is minimal;
- (8) Ensure wireless communication facilities are configured in a way that minimizes the adverse visual impact of the wireless communication facilities, as viewed from different vantage points, through careful design landscape screening, minimal impact siting options and camouflaging techniques, and through assessment of technology, current location options, siting, future available locations, innovative siting techniques, and siting possibilities beyond the jurisdictional boundaries of the City;
- (9) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
- (10) Provide for the removal of wireless communication facilities that are abandoned or no longer inspected for safety concerns and Building Code compliance, and provide a mechanism for the City to cause these abandoned wireless communication facilities to be removed to protect citizens from imminent harm and danger;
- (11) Avoid potential damage to adjacent properties from tower failure through engineering, careful siting, and maintenance of wireless communication facilities;
- (12) Provide a means for public input on major wireless communication facility placement, construction, and modification; and
- (13) Establish clear and nondiscriminatory local regulations concerning wireless telecommunications providers and services that are consistent with federal and state laws and regulations pertaining to telecommunications providers.

18.70.020 Exemptions.

The following are exempt from the provisions of this chapter:

- (1) Antennas and related equipment no more than three (3) feet in height that are being stored, shipped, or displayed for sale;
- (2) Radar systems for military and civilian communication and navigation;
- (3) Any wireless internet facility that is owned and operated by a federal, state, or local government;

(4) Antennas for the receiving and sending of licensed amateur (HAM) radio stations and citizen band stations, provided that the antennas do not exceed the base height requirements of the applicable zoning district and are owned and operated by a federally-licensed amateur radio station operator or are used exclusively for receive-only antennas. In order to reasonably accommodate licensed amateur radio operators as required by Federal Code of Regulations 47 CFR Part 97, as amended, and Order and Opinion (PRB-1) of the Federal Communication Commission of September 1985 and RCW 35A.21.260, a licensed amateur radio operator may locate a tower not to exceed the base height requirements of the applicable zoning district, provided the following requirements are met for such towers located in a single-family residentially-zoned district:

- a. The tower and any antennas located thereon shall not have any lights of any kind on it and shall not be illuminated either directly or indirectly by any artificial means;
- b. The color of the tower and any antennas located thereon shall all be the same and such that it blends into the sky to the extent allowed under the requirements set forth by the Federal Aviation Administration;
- c. No signs shall be used in conjunction with the tower, except for one sign no larger than 8 ½ inches high and 11 inches wide, or as required by federal regulations;
- d. No advertising logo, trademark, figurine, or other similar marking or lettering shall be placed on the tower or any wireless communication facilities mounted or otherwise attached thereto or any building used in conjunction therewith;
- e. A telescoping tower and any antennas may exceed the base height of the underlying zoning district when fully extended, up to a maximum 75 feet in height, if the tower and any antennas attached do not exceed the base height of the zoning district when it is retracted; when the antenna is not in use it must be fully retracted (nested);
- f. The tower shall be located a distance equal to or greater than its height, at full extension, from any existing residential structure located on adjacent parcels of property, including any attached accessory structures;
- g. A tower shall be located a distance at least three-quarters of its height, at full extension, from any property line on the parcel of property on which it is located, unless a licensed engineer certifies that the tower will not collapse or that it is designed in such a way that, in the event of collapse, it falls within itself, and, in that event, it shall be located at least one-third of its height, at full extension, from any property line;
- h. Towers shall not be leased or rented to commercial users and shall not otherwise be used for commercial purposes; and

- i. All towers shall meet all applicable state and federal statutes, rules, and regulations, including obtaining a building permit from the City, if necessary.
- (5) An antenna that is designed to receive or send direct broadcast satellite service and/or broadband signals, or other means for providing internet service including direct-to-home satellite services, and that is 3.28 feet (1 meter) or less in diameter or diagonal measurement, and the antenna is attached to the residence or business that is utilizing the service.
- (6) An antenna that is designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is 3.28 feet (1 meter) or less in diameter or diagonal measurement.
- (7) An antenna that is designed to receive television broadcast signals.
- (8) Routine maintenance or repair of wireless communication facilities, excluding structural work or changes in height or dimensions of antennas, towers, or buildings; provided that the wireless communication facility received approval from the City of Covington or King County for the original placement, construction, or subsequent modification. Changing of antennas on wireless communication facilities is permitted, provided the new antennas have the same area or less of those removed. The total number of antennas must remain the same. Additional ground equipment shall be placed within an approved equipment enclosure, provided the height of the equipment does not extend above the screen fence.
- (9) Emergency communications equipment during a declared public emergency when the equipment is owned and operated by an appropriate public agency. In the event a building permit is required for any emergency maintenance, reconstruction, repair, or replacement, filing of the building permit application shall occur within thirty (30) days after the commencement of such emergency activities. The work performed must constitute a true emergency. Scheduled replacement or repair work does not constitute an emergency. In the event a building permit is required for nonemergency maintenance, reconstruction, repair, or replacement, filing of the building permit application shall be required prior to the commencement of such nonemergency activities.
- (10) Antennas and related equipment used by electric utility providers for the non-commercial communication, operation, and monitoring of their utility system maybe co-located on their transmission structures or utility poles, provided the color of the antennas and equipment shall be the same as the pole or structure it is located thereon or a color that blends into the sky.

18.70.030 Applicability, Review, and Permits Required.

The standards and process requirements of this chapter shall apply to the placement, construction, or modification of all wireless communication facilities, except as specifically exempted in CMC 18.70.020.

- (1) No person may place, construct, or modify a wireless communication facility subject to this Chapter without first obtaining the required permit(s), issued in accordance with this Chapter. Except as otherwise provided herein, the requirements of this Chapter are in addition to the applicable requirements of CMC Title 18.
- (2) Any land use or other permit application submitted pursuant to this Chapter shall be reviewed and evaluated by the Director for all wireless communication facility projects located on public or private property.
- (3) The applicant shall be responsible for obtaining any necessary local, state, and federal permits and approvals for the project, and is responsible for complying with any conditions of approval placed on the application by local or other state or federal permits or approvals.
- (4) No provisions of this Chapter shall be interpreted to allow the installation of a wireless communication facility to reduce the minimum parking or landscaping requirements on a site.
- (5) Wireless communication facilities that are governed under this Chapter shall not be eligible for variances under CMC 18.125.030, Development Conditions, under note CMC 18.30.030(B)(4), or Height – Exceptions to limits under CMC 18.30.210. Any request to deviate from this Chapter shall be based on the modifications set forth in this Chapter.
- (6) The City may, at its discretion, contract with an independent engineering and technical review consultant to review the land use or other permit application. The applicant shall be responsible for actual costs charged by the consultant, in addition to any base fees and application fees set forth in the City's fee resolution. Based on the results of the independent technical review, the City may require changes or request additional information to complete the application review. The technical review shall address the following:
 - (a) The accuracy and completeness of the application;
 - (b) The applicability of analysis techniques and methodologies;
 - (c) The validity of conclusions reached;
 - (d) The viability of other sites in the City for the use intended by the applicant; and
 - (e) Any specific engineering or technical issues designated by the City.

(7) No alterations or changes shall be made to an approved wireless communications land use permit. Modifications which exceed the conditions of approval will require a new wireless communications land use permit and shall be reviewed based on the laws and rules in effect at the time of application. The Director has sole discretion to approve or deny any request for modifications to the land use approval.

18.70.040 Types of Permits – Priority – Preferences –Restrictions.

(1) Applications will be reviewed based on the type of wireless communication facility requested to be permitted. Each wireless communication facility requires a specific type of project review as provided for in the Table in CMC 18.70.040(2).

(2) Table

Type of Permit Required Based on Type of Wireless Communication (WC) Facility ⁽³⁾			
	Zoning		
Type of WC Facility ⁽³⁾	Residential R-4, R-6, R-8, R-18	Commercial CC, GC, NC, TC, MC, MHO	Resource/Industrial M, I
Transmission tower co-location	Type 1	Type 1	Type 1
Adding antennas to an existing tower	Type 1 ⁽¹⁾	Type 1 ⁽¹⁾	Type 1 ⁽¹⁾
Utility pole co-location	Type 2	Type 2	Type 2
Concealed building attached	Type 2 ⁽²⁾	Type 2 ⁽²⁾	Type 1
Non-concealed building attached	Type 2	Type 2	Type 1
New tower or Height modification request	Type 3	Type 3	Type 3

Notes:

(1) Provided that the height of the tower does not increase and the square footage of the enclosure area does not increase. If the enclosure area is increase it shall be a Type 2 review.

(2) An applicant may request to install a non-concealed building-attached facility under CMC 18.70.110.

(3) In the event of uncertainty on the type of wireless facility, the Director shall have the authority to determine how a proposed facility is incorporated into Table CMC 18.70.040(2) and the type of permit required.

(3) Priorities. The priorities for the type of wireless communication facility shall be based upon their placement in section (2); most desirable facilities are located toward the top of the table and the least desirable facilities toward the bottom. An application for a wireless communication facility shall follow the hierarchy provided in section (2). For example, an applicant shall demonstrate, by engineering evidence, that co-location on an electrical transmission structure is not feasible before moving to a utility pole co-location, and so forth, with the last possible siting option being a new wireless communication facility tower or height modification request.

(4) Preferences. The City's preferences for locating new wireless communications facilities are as follows:

(a) Place antennas on existing structures, such as buildings, wireless communication facility towers, water towers, utility poles, or electrical transmission structures.

(b) Place wireless communication facilities in non-residentially-zoned districts and on non-residential property.

(c) Place wireless communication facilities on public property and on appropriate rights-of-way, provided that no obligation is created herein for the City to allow the use of City property or public right-of-way for this purpose. The placement of personal wireless communication facilities on City owned property and public right-of-way will be subject to other applicable sections of the Covington Municipal Code and review by other city departments. A wireless communication facility mounted to any City-owned property, utility pole, or other structure shall be removed if the City deems removal is necessary for the undergrounding of utilities, the sale, development, or redevelopment of City-owned property, or the demolition or alteration of a City-owned building or other structure. The wireless communication facility shall be removed at no expense to the City.

(5) Restrictions on Light Poles and Standards. Light poles and light standards located within the public rights-of-way are prohibited from use as a wireless communication facility or for the attachment of an antenna.

(6) Application Procedure. The applicant shall submit a completed application in a form established by the Director along with the initial application fee as set forth in the City's current fee resolution. The application shall contain such information as the Director may deem necessary or useful, and shall include:

(a) Type 1 Permit requirements:

1. A written description outlining the proposed project and an evaluation of how the proposal meets the City's code requirements;
2. Applicants who are not the property owner of record of the land and/or structure on which a wireless communication facility is to be located are required to have the application co-signed by the property owner(s) and provide a signed statement by the property owner(s) and/or building or structure owner(s) (if different) authorizing the submittal of the application by the applicant;
3. Plan sets prepared by a design professional that include a vicinity map, site map, architectural elevations, method of attachment, proposed screening, location of proposed antennas, and all other information which accurately depicts the proposed project and existing conditions or as otherwise determined necessary by the Director;
4. Written statement from a radio frequency engineer that demonstrates that the facility meets Federal Communications Commission requirements for allowed radio frequency emissions;
5. A vicinity map depicting the proposed extent of the service area;
6. Critical areas study and proposed mitigation (if required);
7. If an outdoor generator is proposed, a report prepared by an acoustical engineer demonstrating compliance with CMC Chapter 8.20 – Noise Control; and
8. SEPA application (if required).

(b) Type 2 – The applicant shall submit all of the information required for a Type 1 application, plus the following:

1. Photo simulations that depict the existing and proposed view of the proposed facility;
2. Data sheet depicting the materials, textures, and colors proposed for use;
3. Landscaping plan prepared by a Washington State-licensed landscape architect (if required);
4. Service coverage area map (Radio Frequency (RF) Modeling);

5. If the facility is located within a residential zone, a report from a radio frequency engineer explaining the need for the proposed wireless communication facility. Additionally, the applicant shall provide detailed discussions on why the wireless communication facility cannot be located within a commercial or industrial/resource zone; and
 6. Mailing labels for all property owners and tenants/residents within 500 feet of the subject property.
- (c) Type 3--The applicant shall submit all of the information required for Type 1 and Type 2 applications, plus the following:
1. All information required for new towers under CMC 18.70.130 and 18.70.140;
 2. All information required for a height modification or setback modification request under CMC 18.70.150 and 18.70.160 respectively (if applicable).
 3. The radio frequency engineer report shall include a discussion of the information required under CMC 18.70.050. The report shall also explain why a tower must be used instead of any of the other location options outlined in the table in CMC section 18.70.040(2);
 4. Engineering Plans for the proposed tower, including a Letter of Certification by a licensed engineer that the proposed height and equipment comply with the requirements of this chapter;
 5. Evidence that the tower has been designed to meet the minimum structural standards for wireless communication facilities for a minimum of three providers of voice, video, or data transmission services, including the applicant, and including a description of the number and types of antennas the tower can accommodate;
 6. A graphic simulation showing the appearance of the proposed tower and ancillary structures and ancillary facilities from five points within the impacted vicinity. Such points are to be mutually agreed upon by the Director and applicant. All plans and photo simulations shall include the maximum build-out of the proposed facility; and
 7. Evidence of compliance with Federal Aviation Administration standards for height and lighting and certificates of compliance from all affected agencies.

18.70.050 General Requirements.

The following shall apply to all wireless communication facilities regardless of the type of facility:

- (1) *Noise* – Any facility that requires a generator or other device that will create noise must demonstrate compliance with CMC Chapter 8.20 “Noise Control.” A noise report, prepared by an acoustical engineer shall be submitted with any application to construct and operate a wireless communication facility that will have a generator or similar device. The City may require that the report be reviewed by an independent technical expert at the sole expense of the applicant.
- (2) *Business license requirement* – Any person, corporation, or entity that operates a wireless communication facility within the City shall obtain and maintain a valid Covington business license, issued annually by the City. Any person, corporation, or other business entity that owns a tower is also required to obtain and maintain a valid Covington business license.
- (3) *Signage* – Only safety signs or those mandated by other public agencies may be located on wireless communication facilities. No other types of signs are permitted on wireless communication facilities.
- (4) *Parking* - Any application must demonstrate that there is sufficient space for temporary parking for regular maintenance of the proposed facility.
- (5) *Finish* – A tower shall either maintain a galvanized steel finish or, subject to the applicable standards of the FAA or FCC, be painted a neutral color so as to reduce its visual obtrusiveness.
- (6) *Design* – Wireless communication facilities shall be screened or camouflaged by employing the best available technology. The design of all antennas, towers, support structures, buildings, and ancillary structures shall use materials, colors, textures, screening, and landscaping that will blend the tower facilities with the natural setting and built environment.
- (7) *Color* – All antennas and ancillary wireless communication facilities located on buildings or structures other than towers shall be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and ancillary facilities as visually unobtrusive as possible.
- (8) *Lighting* - Wireless communication facilities shall not be artificially lighted unless required by the FAA, FCC, or other applicable government authority. If lighting is required, the reviewing authority shall review the lighting alternatives and approve the design that would cause the least disturbance to the surrounding areas. No strobe lighting of any type is permitted on any tower.
- (9) *Advertising* – No advertising is permitted at wireless communication facility sites or on any ancillary structures or facilities equipment compound.
- (10) *Ancillary Wireless Communication Facilities* –All ancillary wireless communication facilities shall meet the underlying zoning district’s setback requirements unless a zoning setback modification is granted pursuant to CMC 18.70.160.
- (11) *Equipment Enclosures* – If feasible, equipment enclosures shall be located within existing buildings or located underground. If some other placement is proposed the applicant shall demonstrate to the satisfaction of the City that it is not feasible to locate the equipment below ground. All equipment and cabinets that will be visible to the traveling public, workers, or residents shall be as small and unobtrusive as is practicable and designed to blend in with existing surrounds. The applicant shall size any equipment enclosure and other facilities to minimize visual clutter. Each applicant shall be limited to an equipment enclosure

of 360 square feet at each site. However, this size restriction shall not apply to enclosures located within an existing commercial, industrial, residential, or institutional building.

- (12) *Owner approval*- At the time of application the applicant must submit proof that they have contacted and received approval for the placement of the antenna at the specified location from the support structure owner (e.g. building, water tower, utility pole, electrical transmission structure, utility pole, monopole) and, if different, the land owner upon which the structure is located.
- (13) *Building Standards* - Wireless communication support structures shall be constructed so as to meet or exceed the most recent Electronic Industries Association/Telecommunications Industries Association (EIA/TIA) 222 Revision Standard entitled: "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures" (or equivalent), and as it may be updated or amended. Utility poles and transmission structures that are owned and/or maintained by the serving electric utility shall be designed to meet the National Electric Safety Code. Prior to issuance of a building permit the Building Official shall be provided with an engineer's certification that the support structure's design meets or exceeds the preceding applicable standards.
- (14) *Maintenance*. Wireless communication carriers shall maintain their wireless communication facility in a good and safe condition. They shall preserve its original appearance and concealment, disguise, or camouflage elements incorporated into the design at the time of approval and in a manner which complies with all applicable federal, state, and local requirements. Such maintenance shall include, but not be limited to, such items as painting, repair of equipment, and maintenance of landscaping.
- (15) *Critical Areas* - Wireless communication facilities shall not be allowed in designated critical areas (except aquifer recharge areas) unless they are co-located on existing facilities.
- (16) *Radio Frequency Emissions* - The applicant shall demonstrate that the wireless communication facility will comply with the radio frequency emission standards adopted by the Federal Communications Commission (FCC).
- (17) *State or federal requirements*- All wireless communication facilities must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this section shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

18.70.060 Landscaping/Screening.

- (1) The visual impacts of wireless communication facilities shall be mitigated and softened through landscaping or other screening materials at the base of the tower, equipment compounds, equipment enclosures, and ancillary structures, with the exception of wireless communication facilities located on electrical transmission structures, or if the antenna is mounted flush on an existing building or camouflaged as part of the building and ancillary

equipment is housed inside an existing structure. The use of appropriate native plant species is encouraged. The Director or Hearing Examiner, as appropriate, may reduce or waive the standards for those sides of the wireless communication facility that are not in public view and when a combination of existing vegetation, topography, walls, decorative fences or other features achieve the same degree of screening as the required landscaping; or in locations where large wooded lots and natural growth around the property perimeter may be sufficient buffer.

- (2) Landscaping shall be installed on the outside of fences associated with wireless communication facility equipment compounds and around equipment enclosures located at ground level. Existing vegetation shall be preserved to the maximum extent practicable and maybe used as a substitute for or as a supplement to landscaping or screening requirements. The following requirements apply:
 - a. Screening landscaping shall be placed around the perimeter of the equipment compound, except that a maximum ten (10) foot portion of the fence may remain without landscaping in order to provide access to the enclosure.
 - b. The landscaping area shall be Type 1 landscaping as described in CMC 18.40.040(1) and a minimum of eight (8) feet in depth around the perimeter of the enclosure in all zoning districts; except that Type II landscaping as defined in CMC 18.40.040 (2) maybe used in residential zoning districts and shall be a minimum of ten (10) feet in depth.
 - c. The applicant shall utilize evergreens that shall be a minimum of six (6) feet tall at the time of planting; unless located in a transmission or utility corridor where clearance requirements apply, then landscaping that will be appropriate in size at maturity so as not to grow into the clear zone shall be planted.
- (3) The applicant shall replace any unhealthy or dead plant materials in conformance with the approved landscaping development proposal plan and shall maintain all landscaping materials in a healthy growing condition for the life of the facility. Landscape areas shall be kept free of trash.

18.70.070 Electrical Transmission Structure Co-Location- Specific Development Standards.

The following requirements shall apply to co-location of antennas on an existing electrical transmission structure (as defined in CMC 18.20.1256):

- (1) *Height*- The height requirements for antennas that are co-located on electrical transmission structures is limited to twelve (12) feet above the existing tower or pole height. If a replacement electrical transmission structure is proposed, the maximum height shall be no greater than twelve (12) feet above the original electrical transmission structure's height.
- (2) *Antenna aesthetics* – There are no restrictions on the type of antenna(s) that may be co-located on the electrical transmission structure. The antenna(s) must be painted to match the color of the electrical transmission tower/pole.
- (3) *Antenna intensity* – There is no limit on the number of antennas that may be co-located on an electrical transmission structure.

- (4) *Feed lines and coaxial cables* – Feed lines and coaxial cables shall be attached to the existing pole or to one of the legs of the electrical transmission tower. The feed lines and cables must be painted to match the color of the electrical transmission structure. If a replacement structure is proposed the feed lines and coaxial cables shall be located within the structure or in a covered raceway of similar color and material to the tower or pole.
- (5) *Equipment Enclosures* – Cabinet equipment shall be located directly under the electrical transmission tower where the antennas are located, or in a concealed location.
- (6) *Setbacks* – Setback requirements shall not apply to wireless communication facilities co-located on an existing electrical transmission structure.

18.70.080 Adding Antennas to an Existing Wireless Communication Facility Tower - Specific Development Standards.

The following requirements shall apply to adding antennas to existing wireless communication facility tower(s) (as defined in CMC 18.20.1284):

- (1) *Height* – The height of the antenna(s) must not exceed what was approved under the original application to construct the tower. If the proposed antenna(s) height shall exceed what was originally approved, a variance approval as a Type 3 decision is required.
- (2) *Antenna aesthetics* – Antenna(s) shall be painted to match the color scheme of the tower. Antenna mounts shall be flush-mounted onto the existing tower; unless it is demonstrated through Radio Frequency (RF) propagation analysis that flush-mounted antennas will not meet the network coverage objective.
- (3) *Antenna intensity* – There is no limit on the number of antennas that may be located on an existing tower.
- (4) *Feed lines and coaxial cables* – Feed lines and coaxial cables shall be located within the tower. Any exposed feed lines or coaxial cables (such as when extended out of the tower to connect to the antennas) must be painted to match the tower.
- (5) *Equipment Enclosures* – Any new cabinet or equipment shall be located within the equipment enclosure that was approved as part of the original application. If the applicant wishes to expand the equipment enclosure or compound from what was approved by the City or County under a previous application, the application shall seek a wireless communication facility (Type 2) application for only the equipment enclosure increase.
- (6) *Setbacks* – Setback requirements shall not apply when an applicant installs new antennas on an existing tower and uses an existing equipment enclosure. If the equipment enclosure is increased it must meet the setback requirements for the underlying zoning district and may not exceed the total area restrictions for equipment enclosures as set forth in CMC 18.70.050.

18.70.090 Utility Pole Co-location – Specific Development Standards.

The following requirements shall apply to all wireless communication facilities co-located on a utility pole (as defined in CMC 18.20.1351):

- (1) *Height* – The antenna height of a utility pole co-location is limited to twelve (12) feet above the existing utility pole and may not be greater than fifty (50) feet in total height in residential zones.
- (2) *Antenna aesthetics* – The first preference for any co-location is to utilize flush-mounted antennas. If the utility pole co-location includes an antenna array, the array shall be painted to match the support structure and shall be flush mounted within six (6) inches of the support structure. If it is demonstrated through RF propagation analysis that six (6) inch flush-mounted antennas will not meet the network coverage objective, then the distance maybe increase up to twelve (12) inches or may be contained in a canister that is a continuation of the diameter of the support structure.
- (3) *Replacement pole* – An existing utility pole may be removed and replaced with a new utility pole so long as the replacement pole is of similar color and material as the existing, and adjacent, pole(s) and is located within ten (10) feet of the existing pole (measured from the center point of the existing pole to the center point of the replacement pole). The replaced utility pole must be used by the owner of the utility pole to support its utility lines. A replacement utility pole shall be designed such that coaxial cables and feed lines can be located within the pole or in a covered raceway of similar color and material as the pole.
- (4) *Coaxial cables and feed lines* - Coaxial cables limited to ½ inch diameter may be attached directly to an existing utility pole. Coaxial cables greater than ½ inch must be placed within the utility pole or within a covered raceway of similar color and material as the existing pole. The size of the cables is the total size of all coaxial cables being utilized on the utility pole.
- (5) *Pedestrian impact* –The proposed wireless communications facility co-location shall not result in a significant change in the pedestrian environment or preclude the City from making pedestrian improvements. If a utility pole is being replaced, consideration must be made to improve the pedestrian environment, if necessary.
- (6) *Equipment Enclosures* – Unless approved by the Director of Public Works, all equipment enclosures must be placed outside of the City right-of-way. Equipment enclosures shall be located underground consistent with CMC 18.70.050(11).
- (7) *Setbacks* – Any portion of the wireless communication facilities located within City right-of-way is not required to meet setback requirements if it is located underground. The City will evaluate setback modifications on private property under the setback requirements set forth in CMC 18.70.160.

18.70.100 Building Mounted Concealed Facility – Specific Development Standards.

The following requirements shall apply to wireless communication facilities that are attached to an existing building and concealed from view (as defined in CMC 18.20.1428):

- (1) *Height* – The proposed concealed wireless communication facility must meet the height requirement of the underlying zoning district. Antennas may be located in existing church spires, clock towers, chimneys, water towers, elevator towers, mechanical equipment room, or other similar rooftop appurtenances usually required to be placed above the roof level and not intended for human occupancy or the provision of additional floor area. Stand-alone antennas or towers shall not qualify as rooftop appurtenances.

- (2) *Antennas aesthetics* – Antennas must be concealed from view by blending with the architectural style of the building. This could include, but not be limited to, steeple-like structures and parapet walls. The screening must be made out of the same material and be the same color as the building. Antennas shall be painted to match the color scheme of the building(s).
- (3) *Feed lines and coaxial cables* – Feed lines and coaxial cables shall be located below the parapet of the rooftop.
- (4) *Cabinet Enclosure* – If cabinet enclosure cannot be located within the building where the wireless communication facilities will be located, then the City's first preference is for the wireless telecommunication carrier to locate the equipment on the roof of the building. If the equipment can be screened by placing the equipment below the parapet walls, no additional screening is required. If screening is required, the proposed screening must be consistent with the existing building in terms of color, design, architectural style, and material. If the cabinet equipment cannot be located on the roof or within the building then it shall be located underground consistent with CMC 18.70.050.
- (5) *Setbacks* – The proposed wireless communication facilities must meet the setback requirements of the applicable zoning category where the facility is to be located.

18.70.110 Request to Use Non- Concealed Facilities Attached to a Building in Lieu of a Concealed Building Attachment.

The use of concealed building facilities shall have first priority in all residential and commercial zones. However, an applicant may request to construct a non-concealed building attached wireless communication facility in lieu of a concealed wireless communication facility. The Director will use the following criteria to determine whether to allow this request:

- (1) Due to the size of the building and the proposed location of the antennas, the visual impact of the exposed antennas will be minimal in relation to the building.
- (2) Cables are concealed from view and any visible cables are reduced in visibility by sheathing or painting to match the building where they are located.
- (3) Equipment enclosure is adequately screened from view.
- (4) Due to the style or design of the building the use of a concealed facility would reduce the visual appearance of the building.
- (5) The proposal meets the development standards of the following section CMC 18.70.120.

18.70.120 Non-concealed Building Mounted Specific Development Standards.

The following requirements shall apply to wireless communication facilities that are attached to an existing building and not concealed from view (as defined in CMC 18.20.1427):

- (1) *Height* – The proposed facility must meet the height requirement of the underlying zoning category. If the building where the facility is located is at or above the maximum height requirements, the non-concealed antennas are permitted to extend a maximum of three (3) feet above the existing roof line.

- (2) *Antenna aesthetics* – The first preference for any proposed facility is to utilize flush-mounted antennas. Non-flush mounted antennas may be used when their visual impact will be negated by the scale of the antennas to the building. Shrouds, canisters or other visually opaque, radio-frequency transparent material which hide the wireless antennas from public view are not required unless they provide a better visual appearance than exposed antennas. Antennas shall be painted to match the color scheme of the buildings(s).
- (3) *Feed lines and coaxial cables* – Feed lines and coaxial cables should be located below the parapet of the rooftop. If the feed lines and cables must be visible they must be painted to match the color scheme of the building(s).
- (4) *Equipment Enclosures* – If cabinet equipment cannot be located within the building where the wireless communication facilities will be located, then the City's first preference is to locate the equipment on the roof of the building. If the equipment can be screened by placing the equipment below the parapet walls, no additional screening is required. If screening is required, the proposed screening must be consistent with the existing building in terms of color, design, architectural style, and material. If the equipment enclosure cannot be located within the building or on the roof and is located on the ground, the enclosure shall be fenced with a six (6)-foot-tall fence. The fence shall include slats, wood panels, or other materials to screen the equipment from view.

18.70.130 Requests for New Towers.

- (1) New towers are not permitted within the City unless the Hearing Examiner finds that the applicant has demonstrated by a preponderance of the evidence that:
 - (a) *Coverage objective* – There exists an actual (not theoretical) significant gap in service and the proposed wireless communication facility will eliminate such significant gap in service; and
 - (b) *Alternates* – No existing tower, structure, other feasible site, or other alternative technologies not requiring a new tower in the City can accommodate the applicant's proposed wireless communication facility; and
 - (c) *Least intrusive* - The proposed new wireless communication facility is designed and located to remove the significant gap in service in a manner that is, in consideration of the goals, policies, objectives, standards and regulations set forth in this chapter, CMC Title 18, and the Comprehensive Plan, the least intrusive upon the surrounding area.
- (2) The Hearing Examiner is the reviewing body on the application to construct a new tower and shall determine whether or not each of the above requirements are met. Examples of evidence the applicant shall provide demonstrating the foregoing requirements include, but are not limited to, the following:
 - (a) That the tower height is the minimum necessary in order to achieve the coverage objective;
 - (b) That no existing towers or structures or alternative sites are located within the geographic area required to meet the applicant's engineering requirements to meet its coverage objective (regardless of the geographical boundaries of the City);
 - (c) That the existing towers or structures are not of a sufficient height or could not feasibly be extended to a sufficient height to meet the applicant's engineering requirements to meet its coverage objective;

- (d) That the existing structures or towers do not have sufficient structural strength to support the applicant's proposed antenna and ancillary facilities;
- (e) That the applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing structure would cause interference with the applicant's proposed antenna;
- (f) That an alternative technology that does not require the use of a new tower, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wireless system, is unsuitable. Costs of alternative technology that exceed the new tower or antenna development shall not be presumed to render the technology unsuitable; and
- (g) The applicant demonstrates other limiting factors that render existing towers and structures or other sites or alternative technologies unsuitable.

(3) The Hearing Examiner, after holding a public hearing, shall approve, approve with conditions, or deny the application, or remand the application back to staff for further investigation in a manner consistent with the Hearing Examiner's order.

18.70.140 Tower-Specific Development Standards.

The following requirements shall apply to all wireless communication towers(as defined in CMC 18.20.1484:

- (1) Height – Any proposed tower with antennas shall meet the height standards of the zoning district where the tower will be located. A height modification may be applied for under CMC Section 18.70.150.
- (2) Antenna and tower aesthetics – The applicant shall utilize a concealed facility as defined in CMC 18.20.1428. The choice of concealing the wireless communication facility must be consistent with the overall use of the site. For example, having a tower appear like a flagpole would not be consistent if there are no buildings on the site. If a flag or other wind device is attached to the pole, it must be appropriate in scale to the size and diameter of the tower.
- (3) Setbacks – The proposed wireless communication facilities must meet the setback requirements of the underlying-zoning district. If a height modification is granted under CMC Section 18.70.150, the setback of the proposed wireless communication facility shall increase two (2) feet for every foot in excess of the maximum permitted height in the zoning district.
- (4) Color - The color of the tower shall be based on the surrounding land uses and type of concealment proposed.
- (5) Feed lines and coaxial cables – All feed lines and coaxial cables must be located within the tower. Feed lines and coaxial cables connecting the tower to the equipment enclosure, which are not located within the wireless communication facility equipment compound, must be located underground.
- (6) Tower design - Any new tower constructed shall be designed to meet the minimum structural standards for future co-location of wireless communication facilities by a minimum of three providers (including the applicant) of voice, video, or data transmission services.

18.70.150 Height Modification.

- (1) Where the Hearing Examiner finds that extraordinary hardships, practical difficulties, or unnecessary and unreasonable expense would result from strict compliance with the height limitations of the underlying zoning district, or the purpose of these regulations may be served to a greater extent by an alternative proposal, it may approve a height modification to the zoning code height limit; provided the applicant demonstrates that the modification will meet the goals, policies, objectives, standards, and requirements of this Chapter, CMC Title 18, and the Comprehensive Plan, and demonstrate the following:
 - a. The granting of the height modification will not be detrimental to public safety, health, or welfare, or injurious to other property, and will promote the public's interest; and
 - b. A particular and identifiable hardship exists or a specific circumstance warrants the granting of a modification. Factors to be considered in determining the existence of a hardship shall include, but not be limited to:
 - i. Topography and other site features;
 - ii. Availability of alternative site locations;
 - iii. Geographic location of property; and
 - iv. Size/magnitude of the project being evaluated and availability of co-location.
- (2) In approving the height modification request, the Hearing Examiner may impose such conditions as it deems appropriate to substantially secure the goals, policies, objectives, standards, and requirements of this Chapter, CMC Title 18, and the Comprehensive Plan.
- (3) A request for any such modification shall be submitted in writing by the applicant with the application for Hearing Examiner review. The applicant shall state fully the grounds for the modification and all of the facts relied upon by the applicant.

18.70.160 Setback Modification.

- (1) Wireless communication facilities must meet the setback requirements of the underlying zoning district.
- (2) The Director or Hearing Examiner, depending on the type of application, may permit modifications to be made to setback requirements when:
 - a. An applicant for a wireless communication facility can demonstrate that placing the facility on certain portions of a property within the required setback will provide better screening and aesthetic considerations than provided under the existing setback requirements; or
 - b. The modification will aid in retaining open space and trees on the site; or
 - c. The proposed location allows for the wireless communication facility to be located at a greater distance from residentially-zoned properties.
- (3) Zoning setback modifications shall not be used to reduce any setback required under the State Building Code or Fire Code.

18.70.170 Expiration.

Any application to install or operate a wireless communication facility shall expire exactly one (1) year from the date of issuance of the Director or Hearing Examiner's decision, unless significant progress has been made to construct the facility. The City may extend the expiration period by

up to one (1) additional year due to circumstances outside of the control of the applicant. However, the City shall not issue an extension if any revisions have occurred to the City's Municipal Code that would affect the wireless communication facility approved.

18.70.180 Removal of Abandoned Wireless Communication Facilities.

Any antenna or tower that, after the initial operation of the facility, is not used for the purpose for which it was intended at the time of filing the application for a continuous period of 12 months shall be considered abandoned. The wireless telecommunication carrier of such abandoned antenna or tower and ancillary wireless communication facilities shall remove the same within ninety (90) days of receipt of a notice from the City notifying the owner or operator of such abandonment. Whenever a facility is abandoned or ceases operation, the entire facility shall be removed, including, but not limited to, all antennas, antenna supports, feeder lines, base stations, electronic equipment, and the concrete pad upon which the structure is located. Failure to remove such an abandoned facility shall result in declaring the antenna and/or tower a public nuisance. If there are two (2) or more users of a single tower, then this section shall not become effective until all users cease using the tower.

**CHAPTER 18.20
TECHNICAL TERMS AND LAND USE DEFINITIONS**

18.20.062 Ancillary Wireless Communication Facility.

“Ancillary Wireless Communication Facilities” means any facilities, component, part, equipment, mounting hardware, feed lines, or appurtenance associated with, attached to, or a part of a tower, pole, antenna, ancillary structures, or equipment enclosures, facilities equipment compound, and located within, above, or below the facilities equipment compound. Also includes any form of development associated with a wireless communications facility, including but not limited to foundations, concrete slabs on grade, guy anchors and transmission cable supports.

18.20. 067 Antenna(s).

“Antenna” means any system of poles, panels, rods, reflecting discs or similar devices used for the transmission or reception of radio frequency signals. (Ord. 42-02 § 2 (21A.06.067))

“Antenna(s)” means any exterior system of electromagnetically- tuned wires, poles, rods, reflecting disks, or similar devices used to transmit or receive electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals, or other communication signals between terrestrial and/or orbital based points, including without limitation: directional antennas (also known as "panel" antennas) that transmit and receive radio frequency signals in a specific directional pattern of less than 360 degrees; omni-directional antennas (also known as "whip" antennas) that transmit and receive radio frequency signals in a 360- degree radial pattern, but do not include antennas utilized specifically for television reception; and parabolic antennas (also known as “dish” antennas) that are bowl-shaped devices for the reception and/or transmission of radio frequency communication signals in a specific directional pattern.

18.20.068 Antenna(s) Array.

“Antenna(s) Array” means one or more antennas and their associated ancillary facilities that share a common attachment device, such as a mounting frame or mounting support.

18.20.068.5 Antenna(s), Flush Mounted.

“Antennas, Flush Mounted” are antennas or antenna array attached directly to the face of the tower, pole, or building, such that no portion of the antenna extends above the height of the tower, pole, or building. Where a maximum flush mounting distance is given, that distance shall be measured from the outside edge of the support structure or building to the inside edge of the antenna.

18.20.945 Radio frequency.

“Radio frequency” means the number of times the current from a given source of non-ionizing electromagnetic radiation changes from a maximum positive level through a maximum negative level and back to a maximum positive level in one second; measured in cycles per second or Hertz (Hz). (Ord. 42-02 § 2 (21A.06.945))

18.20.1166 Significant Gap in Service, Wireless Communications.

“Significant Gap in Service, Wireless Communications” means a large geographic area within a service area(s) of the applicant in which a large number of applicant’s remote user subscribers are unable to connect or maintain a connection to the national telephone network through applicant’s wireless telecommunications network. A “dead spot” (defined as small areas within a service area

where the field strength is lower than the minimum level for reliable service) does not constitute a significant gap in service.

18.20.1256 Structure, Electrical Transmission.

“Structure, Electrical Transmission” means any facility (including a pole or a tower) owned by an electric utility that supports electrical lines that carry a voltage of at least 115kV.

18.20.1282 Tower, Guy.

“Tower, Guy” means a tower that is supported with cable and ground anchors to secure and steady the tower.

18.20.1283 Tower, Lattice.

“Tower, Lattice” means a tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross-bracing and metal crossed strips or bars to support antennas or similar antenna devices.

18.20.1283.5 Tower, Monopole.

“Tower, Monopole” means a freestanding tower that is composed of a single shaft, usually composed of two or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground.

18.20.1284 Tower, Wireless Communication Facility.

“Tower, Wireless Communication Facility” means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self supporting lattice towers, guy towers or monopoles. The term includes, without limitation, radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, and alternative tower structures.

18.20.1284.5 Tower-Mounted Facilities.

“Tower-Mounted Facilities” means a wireless communication facility that is mounted to a tower.

18.20.1351 Utility Pole.

“Utility Pole” is any facility owned by an electric utility that supports electrical lines that carry a voltage of less than 115kV, or other public utility, such as coaxial cables for cable and fiber optic cable for telephone lines.

18.20.1426 Wireless Communication Facility.

“Wireless Communication Facility” means any tower, antenna, ancillary structure or facility, or related equipment or component thereof, that is used for the transmission of radio frequency signals through electromagnetic energy for the purpose of providing phone, internet, video, information services, specialized mobile radio, enhanced specialized mobile radio, paging, wireless digital data transmission, broadband, unlicensed spectrum services utilizing part 15 devices, or other similar services that currently exist or that may in the future be developed.

18.20.1427 Wireless Communication Facility, Building Mounted.

“Wireless Communication Facility, Building Mounted” means a wireless communication facility that is attached to an existing commercial, industrial, residential, or institutional building.

18.20.1428 Wireless Communication Facility, Concealed Facility.

“Wireless Communication Facility, Concealed Facility” means a wireless communication facility that is not readily identifiable as such and is designed to be aesthetically and architecturally compatible with the existing building(s) on a site; or a wireless communications facility disguised, hidden, or integrated with an existing structure that is not a monopole or tower; or a wireless communication facility that is placed within an existing or proposed structure or tower or mounted within trees, so as to be significantly screened from view or camouflaged to appear as a non-antenna structure or tower (i.e., tree, light pole, clock tower, flagpole with flag, church steeple).

18.20.1429 Wireless Communication Facility Equipment Enclosure.

“Wireless Communication Facility Equipment Enclosure” means any structure above or below ground, including without limitation cabinets, shelters, pedestals and other devices or structures, that is used exclusively to contain radio or other equipment necessary for the transmission and/or reception of wireless communication signals including, without limitation, air conditioning units and generators.

18.20.1429.1 Wireless Communication Facility Equipment Compound.

“Wireless Communication Facility Equipment Compound” means an outdoor fenced area occupied by all the towers, antennas, ancillary structure(s), ancillary facilities, and equipment enclosures, but excluding parking and access ways.

18.20.1429.2 Wireless Communication Facility, Feed Lines or Coaxial Cables.

“Wireless Communication Facility, Feed Lines or Coaxial Cables” means cables used as the interconnection media between the transmission/ receiving base station and the antenna.

18.20.1429.3 Wireless Telecommunication Carrier.

“Wireless Telecommunication Carrier” means any person or entity that directly or indirectly owns, controls, operates, or manages any plant, equipment, structure, or property within the City for the purpose of offering wireless telecommunication service within the City.

**CHAPTER 18.25
PERMITTED USES**

18.25.100 Regional land uses.

A. Table.

KEY								
P – Permitted Use								
C – Conditional Use								
SIC #	SPECIFIC LAND USE	M	US	R4-8	R-18	CC	NC	I
*	Jail				C	C		C
*	Work release facility				C	C		
*	Public agency animal control facility							P

*	Public agency training facility							C1
*	Nonhydroelectric generation facility	C6				C6		C
*	<u>Wireless Communication facility (4)</u>	<u>P</u> <u>C</u>		<u>C4P</u> <u>C</u>	<u>C4P</u> <u>C</u>	<u>C4P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>
*	Earth station			C2	C2	P3		P
*	Energy resource recovery facility	C			C	C		C
*	Soil recycling facility	C						C
*	Transfer station	C			C	C		C
*	Wastewater treatment facility			C	C	C		C
*	Fairground							C
8422	Zoo/wildlife exhibit			C	C			C
7941	Stadium/arena							
8221 – 8222	College/university (1)			P5		P5		P
*	Secure community transition facility (SCTS)	*						7

B. Development Conditions.

...

(4) ~~Limited to tower consolidations~~ Wireless communication facilities (WCFs) are not permitted on any residential structure, undeveloped site located in a residential land use district, or site that is developed with a residential use. WCFs may be located a) on any residential structure or undeveloped site in R-18, MHO, TC or GC zone districts; or b) on any nonresidential structure (i.e., churches, schools, public facility structures, utility poles, etc.), or in public rights-of-way in any residential zone district. Chapter 18.70 CMC, Wireless Communication Facilities, outlines the approval and review process. In the event of a conflict between the requirements of Chapter 18.70 CMC and the requirements of this chapter, Chapter 18.70 CMC shall govern.

...

**CHAPTER 18.30
DEVELOPMENT STANDARDS—DENSITY AND DIMENSIONS**

18.30.030 Densities and dimensions – Residential zones.

A. Table.

STANDARDS	ZONES				
	RESIDENTIAL				
	R-1 (1714) Urban Separator	R-4	R-6	R-8	R-18
Base density: dwelling unit/acre (15)	1 du/ac	4 du/ac (6)	6 du/ac	8 du/ac	18 du/ac (18)
Maximum density: dwelling unit/acre (1)		6 du/ac (24)	9 du/ac (24)	12 du/ac	24 du/ac
Minimum density (2) (15)		85% (12) (15)	85% (12) (15)	85% (12) (15)	85% (12) (15)
Minimum lot area (43)	2,500 sf	2,500 sf	2,500 sf	2,500 sf	2,500 sf (3)
Minimum lot width (3)	35 ft (7)	30 ft	30 ft	30 ft	30 ft
Minimum street setback (3)	20 ft (7)	10 ft (8)	10 ft (8)	10 ft (8)	10 ft
Minimum interior setback (3) (136)	7 ft 6 inches (7)	7 ft 6 inches	7 ft 6 inches	7 ft 6 inches	10 ft
Base height (4)	35 ft	35 ft	35 ft 45 ft (114)	35 ft 45 ft (114)	35 ft
Maximum impervious surface: percentage (5)	30%(16)	55%	70%	75%	75%

B. Development Conditions.

...

(4) Height limits may be increased if portions of the structure that exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, but the maximum height may not exceed 75 feet. Wireless Communication Facilities, including licensed amateur (HAM) radio stations and citizen band stations, shall not exceed the zone’s base height limit unless allowed pursuant to the provisions of CMC 18.70 or a height modification is granted pursuant to CMC 18.70.150. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior setback requirements but the maximum

height shall not exceed 75 feet.

...

(9) ~~For purposes of calculating minimum density, the applicant may request that the minimum density factor be modified based upon the weighted average slope of the net buildable area of the site in accordance with CMC 18.30.100. Intentionally left blank.~~

(10) ~~These lot size minimums are for purposes of lot averaging, and do not apply to lot clustering proposals. Intentionally left blank.~~

...

(17) ~~Upon approval of a conditional use permit, senior housing can be increased to a maximum density of six units in the R-4 zone and 12 units in the R-6 zone. Intentionally left blank.~~

...

18.30.210 Height – Exceptions to limits.

The following structures may be erected above the height limits of CMC 18.30.030 through 18.30.050:

(1) Roof structures housing or screening elevators, stairways, tanks, ventilating fans or similar equipment required for building operation and maintenance; and

(2) Fire or parapet walls, skylights, flagpoles, chimneys, smokestacks, church steeples, crosses, spires, ~~communication transmission and receiving structures~~, utility line towers and poles, and similar structures. (Ord. 42-02 § 2 (21A.12.180))

**CHAPTER 18.31
DOWNTOWN DEVELOPMENT AND DESIGN STANDARDS**

18.31.080 Permitted land uses.

...

(3) Permitted Use Table.

Use Categories	Town Center (TC) ²³	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO) ¹
Residential				
Dwelling Unit, Accessory	NP	NP	NP	P ²
Dwelling Unit, Multifamily	P	P	P	P

Dwelling Unit, Single-Family Attached, Detached or Cottage Housing ²¹	NP	NP	NP	P ²
Senior Citizen Assisted Housing	P	P	P	C
Commercial				
Adult Entertainment	NP	P ³	P ³	NP
Business Services ¹⁹	P ⁵	P	P	P ^{4,5}
Drive Through Use	NP	P	P	NP
Farmers' Markets and Public Markets ⁶	P	P	P	NP
Gambling and Card Rooms	NP	NP	NP	NP
Home Occupation and Live/Work	P	P	P	P
Outdoor Commercial	NP	NP	P	NP
Personal and Beauty Services ^{20,21}	P	P	P	P
Private Electric Vehicle Parking Facility (Primary Use)			P ^{5,24}	
Private Parking Facility (Primary Use)	NP	NP	NP	NP
Professional Office	P	P	P	P
Retail Trade and Services – 100,000 sq. ft. or less for all structures	P ⁵	P	P ¹⁰	P ^{4,5}
Retail Trade and Services – greater than 100,000 sq. ft. for all structures	C ^{5,9,18}	P	P ¹⁰	NP
Shooting Ranges ²⁵	NP	NP	P	NP
Storage/Self Storage	NP	P ⁵	P	NP
Temporary Lodging/Hotel	P	P	P	C ²²
Cultural/Recreation				
Cinema, Performing Arts and Museums	P	P	P	NP
Meeting Hall/Other Group Assembly	P	P	P	C
Recreation, Indoor or Outdoor	C	P	P	P
Religious	C ⁷	P	P	C
Health Services				
Emergency Care Facility	C ^{9,18}	P	NP	NP
Hospital	NP	P	NP	NP
Medical Office/Outpatient Clinic	P ⁸	P	NP	P
Nursing/Personal Care Facility	NP	P	NP	C
Industrial/Manufacturing				
Asphalt Plants	NP	NP	NP	NP

Light Industrial/Manufacturing	NP	NP	P ¹⁰	NP
Government/Institutional ¹¹				
Essential Public Facilities	NP	NP	C	NP
Government Services	P	P	P	P ¹²
Major Utility Facility	C ¹⁴	C	P	C
Minor Utility Facility	P ¹⁵	P	P	P
Schools: Compulsory, Vocational and Higher Education	C ¹³	P	NP	C
Wireless Communication Facilities ¹⁶				
Antenna, Co-location on an existing structure ¹⁷	P	P	P	P
Transmission Support Structure <u>Wireless Communication Facility Tower</u>	NP ¹²	NP	NP	NP

(4) Permitted Use Conditions.

...

16. Chapter 18.70 CMC, ~~Development Standards~~ Wireless Communication Facilities, outlines the approval and review process. In the event of a conflict between the requirements of Chapter 18.70 CMC and the requirements of this chapter, Chapter 18.70 CMC shall govern.

17. ~~All transmission support structures shall be mounted on a building. All antennas and ancillary wireless communication facilities shall be concealed facilities and mounted on an existing building or structure or placed underground as provided for in CMC 18.70.~~

...

CHAPTER 18.125 DECISION CRITERIA

18.125.030 Variance

...

(2) Required Findings. The Hearing Examiner shall not grant a variance from the development standards of this title unless the Hearing Examiner finds that the variance request meets all of the following criteria and the Hearing Examiner makes written findings to that effect:

...

(m) The variance is not eligible for wireless communication facilities that are governed under Chapter 18.70 CMC, Wireless Communication facilities.

...

**CHAPTER 14.30
PERMIT DECISION TYPES**

14.30.040 Decision types.

Type 1	Type 2	Type 3	Type 4
Building Permit (15.05) Grading Permit (18.60) Boundary Line Adjustment (17.40) Right-of-Way Use Permit (12.35) Design and Construction Standards Deviation (12.60) Shoreline Exemption (16.05) Code Interpretation (14.30) Miscellaneous Administrative Decisions Minor Tree Removal (18.45) <u>WCF Co-location on a Transmission Structure or WCF Tower (18.70)</u>	Short Plat (Including Revisions and Alterations) (17.20) Design and Construction Standards Variance (12.60) Design Departure from the City of Covington Design Guidelines and Standards (18.31) Downtown Permitted Use Determination (18.31) Temporary Use (18.85) Shoreline Substantial Development Permit ² (16.05) SEPA Threshold Determination ³ Commercial Site Development Permit (18.31 and 18.110) Re-use of Facilities (18.85) Critical Areas Reasonable Use Exceptions (18.65) Binding Site Plan (17.30) Major Tree Removal (18.45) Stormwater Manuals Variance (13.25) <u>Wireless Communication Facilities Co-locations (18.70)</u>	Preliminary Plat (17.20) Plat Alterations (17.25) Preliminary Plat Revisions (17.20) Zoning Variance (18.125) Conditional Use Permits (18.125) <u>New Wireless Communication Facility Towers & Height Modifications (18.70)</u>	Final Subdivision ⁴ (17.25) Shoreline Environment Redesignations (16.05) Plat or Short Plat Vacations (17.25) Street Vacations (12.55)

SUBJECT: AUTHORIZE ANIMAL CONTROL INTERLOCAL AGREEMENT

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Presentation from February 23, 2012, joint meeting with neighboring cities
2. Background materials from King County
3. Draft interlocal agreement

PREPARED BY: Derek Matheson, City Manager

EXPLANATION:

The City of Covington has contracted with Regional Animal Services of King County (“RASKC”) since incorporation. The current agreement expires at the end of this year. The county and contracting cities began work on a successor agreement late last year.

The Covington, Maple Valley, and Black Diamond city councils met in February to review their animal control options. After reviewing the RASKC option (in its then-conceptual form) and a Southeast King County alternative, the councils agreed to pursue the RASKC option and authorized their staffs to present the final agreement when complete.

While it has taken several months to commit the agreement to writing, the concept has not changed substantially since February. In fact, the city’s projected costs have decreased by almost \$4,000 due in part to decisions by the cities of Shoreline and Kirkland to continue to participate in the regional system. The agreement runs through 2015 with a possible two-year extension.

ALTERNATIVES:

1. Do not authorize the agreement and provide direction to staff

FISCAL IMPACT: \$57,119 (projected) next year, down from \$66,696 (projected) this year. Costs are allowed to increase in future years with inflation and system-wide population growth but can be offset by pet-license revenue growth.

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

Council member _____ moves, Council member _____ seconds, to authorize city manager to execute the animal control interlocal agreement.

REVIEWED BY: Finance Director; City Attorney

ATTACHMENT 1

Animal Control Options for Southeast King County Cities

Black Diamond, Covington and
Maple Valley City Councils

February 23, 2012



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Updated February 16, 2012

COUNTY OPTION



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History

- Southeast cities have contracted with Regional Animal Services of King County (RASKC) for many years
 - Covington and Maple Valley since 1997
 - Black Diamond since 1957



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History

- Prior to 2010, cities didn't contribute financially to the system
 - The county collected pet license revenue and heavily subsidized the system with other county funds



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History

- In 2009, the then-county executive terminated a longstanding contract, forcing renegotiation
- In 2010, the county and cities reached agreement on a successor contract



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History

- In 2010, per the successor contract, each city began to contribute the difference between pet license revenue generated in their city and the cost to serve their city
 - Costs are allocated to cities based on usage (50%) and population (50%)
 - Partially offset by “transition funds” – a smaller county subsidy



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Negotiations

- Successor contract expires December 31, 2012
- New contract negotiations began in November 2011
 - Covington city manager and Enumclaw city administrator are on the negotiating team



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Negotiations

- Many cities are looking at alternatives concurrently
 - Auburn definitely will leave
 - Kirkland is very likely to leave
 - Shoreline is on the fence



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Negotiations

- North and East cities (low usage but high populations) pushed for a new cost allocation formula:
 - Usage = 80%; Population = 20%
 - Big cost shift to South and Southeast cities



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Negotiations

- South and Southeast cities argued the presence of the county's animal shelter in Kent causes disproportionately higher system usage here



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Negotiations

- County will subsidize South and Southeast cities for at least three years to offset the new cost allocation formula
 - Will “seriously consider” longer subsidy period



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Negotiations

- South and Southeast cities agreed to consolidate their two patrol districts into one due to Auburn’s departure
 - One animal control officer would be based in the Southeast area (Enumclaw)



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Costs*

	2012	2013	
		Without Subsidy	With Subsidy
Black Diamond	\$8,450	\$15,657	\$8,451
Covington	\$66,696	\$102,350	\$60,871
Enumclaw	\$34,465	\$82,416	\$34,464
Maple Valley	\$48,197	\$71,859	\$48,197

* Cost data on these slides vary from data elsewhere in the meeting packet. Slide data is as of Feb. 15; other data is as of Feb. 1.

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Pros/Cons

Pros

- Don't have to provide the service
- Roughly equivalent to current county contract
 - Except Covington, which sees a larger reduction
- Less expensive than Southeast option in start-up year for each city
- Less expensive than Southeast option on ongoing basis for each city except Maple Valley if Enumclaw doesn't participate in Southeast option

Cons

- More expensive than Southeast option on ongoing basis for each city except Enumclaw if Enumclaw participates in Southeast option
- County subsidy not guaranteed after 2015
- County shelter needs to be replaced sometime after 2015
 - Cities will be expected to participate financially
- Alternative shelter option may not be available when contract expires

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Deadlines

- Non-binding statements of interest due:
 - February 14, 2012 (already sent by most cities)
 - May 1, 2012
- Interlocal agreement must be executed by July 1, 2012



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SOUTHEAST OPTION



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History

- Southeast city managers/administrators and finance directors began working on an alternative after the North and East cities proposed the new cost allocation formula but before the county offered a subsidy



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Concept

- A lead city...
 - Contracts with Humane Society of Tacoma & Pierce County for sheltering services
 - Hires an animal control officer
 - Hires a part-time licensing specialist
 - Purchases associated systems and equipment



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To-Do List

- Identify lead city
- Create cost allocation formula
 - Current assumption is 100% usage
- Negotiate interlocal agreement
- Prepare animal control regulations
 - Should be generally consistent across cities
- Hire staff
- Purchase systems and equipment
- Educate public
- (Probably more)



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Costs

With Enumclaw	Start-Up	Ongoing
Black Diamond	\$11,285	\$4,470
Covington	\$86,339	\$43,094
Enumclaw	\$73,853	\$41,741
Maple Valley	\$53,082	\$17,504

Without Enumclaw	Start-Up	Ongoing
Black Diamond	\$18,649	\$9,806
Covington	\$138,533	\$78,459
Maple Valley	\$92,683	\$44,322



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Pros/Cons

Pros

- Less expensive than county option on ongoing basis for each city except Enumclaw if Enumclaw participates
- No risk of lost county subsidy
- No risk of financial participation in a new county shelter

Cons

- Have to provide the service
- More expensive than county option in start-up year
- More expensive than county option on an ongoing basis for each city except Maple Valley if Enumclaw doesn't participate
- Cost estimates are highly speculative
- Heavy workload to bring online in nine months



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CONCLUSION



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Cost Comparison

With E'claw	County 2013	Southeast 2013-2014		Compare
		Start-Up 2013	Ongoing 2014	County v. Ongoing
Black Diamond	\$8,451	\$11,285	\$4,470	\$3,981
Covington	\$60,871	\$86,339	\$43,094	\$17,777
Enumclaw	\$34,464	\$73,853	\$41,741	(\$7,277)
Maple Valley	\$48,197	\$53,082	\$17,504	\$30,693

Without E'claw	County 2013	Southeast 2013-2014		Compare
		Start-Up 2013	Ongoing 2014	County v. Ongoing
Black Diamond	\$8,451	\$18,649	\$9,806	(\$1,355)
Covington	\$60,871	\$138,533	\$78,459	(\$17,588)
Maple Valley	\$48,197	\$92,683	\$44,322	\$3,875

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Recommendation

- Staff recommends the cities pursue the county option IF it remains financially advantageous
 - Consider the Southeast option again if necessary
 - Maintain contact with the Humane Society to try to preserve that option in 2016

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Direction

- Staff seeks preliminary direction whether to pursue the county option or Southeast option



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Next Steps

- If the councils support staff's recommendation, staff will:
 - Continue to submit non-binding statements of interest
 - Monitor other cities' responses and inform councils as necessary.
 - Present the final interlocal agreement to each council mid-year
 - Maintain contact with the Humane Society



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**King County/Cities Work Group for Animal Services
Final Proposed Interlocal Agreement May 16, 2012**

The King County/Cities Workgroup has reached consensus on a Final Proposed **Animal Services Interlocal Agreement (ILA) for 2013 through 2015**. This Final Proposed ILA has been reviewed by a group of city and county attorneys.

ILA: The ILA is summarized on **Attachment A** "Summary of Key Provisions" and **Attachment C** "Outline of Terms for Agreement." It will be an amended successor ILA to the current Agreement.

ESTIMATED INDIVIDUAL CITY COSTS: A model showing the estimated cost allocation for 2013 is provided in **Attachment B** "Draft 2013 Estimated Payment Calculation". It includes all cities currently in the system, except Auburn, reflecting this city's notice that it will leave the regional system. This document will be updated if Auburn decides to remain in the system.

KEY CHANGES PROPOSED: (1) shift to a cost allocation method based more on use, and less on city population in year 1 to establish the base costs; (2) provide cost stability for jurisdiction in years 2 and 3 by capping the total net allocable costs in 2013 to a level similar to the system inflationary cap (CPI + population growth); (3) increase the County's level of financial support to the system and hold that support steady over the 3-year contract term (2013-2015); (3) adjust animal control district boundaries to maintain service levels and control costs; (4) increase focus on system revenue generation and future regional revenue possibilities; and (5) implement efficiencies and other changes to reduce allocable costs while maintaining service levels.

PROCESS/TIMELINE: City representatives and King County began working in November 2011, meeting weekly, in order to reach agreement in principle on changes to the current Animal Services Interlocal Agreement necessitated by Auburn's indication in September 2011 of its intent to depart the system. Auburn's notice required a renegotiation discussion per the ILA. The current ILA will not be extended beyond December 31, 2012, and the parties have until July 1, 2012, to sign a new ILA. Timeline as follows:

- **February 1, 2012:** Completed and circulated Agreement in Principle and process timeline
- **February 14, 2012:** First non-binding statement of interest from Cities
- **April 6, 2012:** Completed final draft of amended ILA for distribution
- **May 1, 2012:** Second non-binding statement of interest. This will provide parties greater assurance regarding their expected share of system costs moving forward
- **May 17, 2012:** Final cost estimates and ILA circulated based on second non-binding statement of interest
- **July 1, 2012:** Both parties will have executed the Animal Services Interlocal Agreement for 2013 through 2015.

Attachment A: Summary of Key Provisions

Attachment B: Draft 2013 Estimated Payment Calculation

Attachment C: Outline of Terms of Agreement

Attachment D: Benefits of a Regional Animal Services System

Attachment E: Districts Map

Attachment F: RASKC ILA Revenue Work Plan

Attachment G: ILA Negotiations Joint Work Group

Attachment H: May 16, 2012 PowerPoint Presentation

Final Proposed Animal Services Interlocal Agreement for 2013 Through 2015

Summary of Key Provisions: Final Proposed ILA

	Current ILA (June 2010 – December 31, 2012— provides for extension through 2014) 2012	Final Proposed Animal Services Interlocal Agreement for 2013 Through 2015
Costs distributed through model	\$5.84 m (2012)	\$5.26 m (2013)
General cost allocation model – for shelter, licensing and control	50% usage, 50% population	80% usage, 20% population sets base in 2013. Total net allocable costs are essentially capped to a level similar to the system inflationary cap (CPI + population growth) for 2014 and 2015. 2013 base share is adjusted only for changes in revenues from year to year and by major annexations, and latecomers.
Jurisdictional Cost stability	Costs change each year based on actual system use and revenues of each jurisdiction.	To provide more cost predictability from year to year, costs in 2014 and 2015 will be based on the 2013 costs, adjusted for growth in the total program budget (subject to a cost inflator cap), changes in revenues, and changes in population attributable to annexations over 2,500 and latecomers.
Service term	2.5 years, possible 2 year extension	3 years, re-opener with possible 2 year extension (effective 7/1/12, service begins 1/1/13); limited re-opener for cost/revenue allocation provided if a voter approved regional levy is proposed that generates revenues before 2016. Termination allowed if such a measure were to be approved and either party not satisfied with the results of the re-opener discussions.

Summary of Key Provisions: Final Proposed ILA

Total County sponsored and mitigation contribution	\$1.37m (2012)	\$1.76 m (2013) * *does not include potential costs of licensing support which would be additional to this amount and potentially recoverable through license revenues.
Revenue Focus	Licensing	Bridge to sustainability: Joint commitment to aggressively explore variety of specific mechanisms to increase system revenues and achieve sustainability at the end of the 3 years County commits to working with joint city county workgroup and elected officials if a regional levy is considered
Shelter replacement	Not Included	Not included
New regional revenues	Not included	New revenues from donation, foundation, marketing, entrepreneurial activities or grants that are not designated for specific purposes will be used to reduce allocable costs for all jurisdictions and to help offset costs to the county for credits and non-allocable costs
Service Days	5 days (Monday-Friday)	Will include at least one weekend day; coverage may be provided 7 days per week, with 40 hours per week guaranteed in agreement to control costs
Service Protocols	Established in ILA	Cities to be involved in developing service protocols

Summary of Key Provisions: Final Proposed ILA

Control Districts	4 Districts Officers home base at Shelter	3 Districts Officers hosted in each district
-------------------	--	---

Summary of Key Provisions: Final Proposed ILA

Goal of model: maintain or lower costs for cities from the estimated 2012 levels

- Increasing county support, adjusting the cost allocation formula, providing credits and licensing support
- Cost efficiencies included for 2013, or sooner if possible
 - Reduce costs by aligning staffing with current operations
 - i. Shelter: \$276,000 reduction due to projected lower number of animals in the shelter
 - ii. Licensing: Program efficiencies resulting in reductions of \$121,000.
 - iii. Developing a project to bring laundry in-house instead of using commercial services \$65,000 budget savings annually
- Key changes from current ILA:
 - Shifted cost allocation model to (80% use/20% population) to place more emphasis on system use rather than population - responsive to low use cities
 - Cost stability provided in 2014 and 2015 by capping the total net allocable costs in 2013 to a level similar to the system inflationary cap (CPI + population growth) for 2014 and 2015. (2013 base is adjusted only for changes in revenues from year to year and by major annexation and latecomers.
 - Removed additional shelter staff from the cost allocation model: County will fund additional \$240,003 annually
 - Included licensing support for cities to generate license revenues and lower net costs with cities providing in-kind support
 - Provide County financial contribution to higher use cities over 3 year contract term to provide cost stability
 - Reduced control districts from 4 to 3 by collapsing two south districts into one in response to Auburn indicating it will leave the system
- Service levels:
 - No shelter capital upgrades included in the cost model for the 3 year period
 - High quality shelter service levels retained, costs decreased
 - Control service levels maintained and coverage extended to at least one weekend day
 - Licensing service levels retained, costs decreased
- System Revenues: Joint commitment to aggressively explore variety of specific mechanisms to increase system revenues and achieve system stability by end of 3 years
- Northern PAWS cities assumed to continue to purchase shelter services from PAWS

**Regional Animal Services of King County
DRAFT 2013 Estimated Payment Calculation**

Auburn Out, Allocation Method: Population = 20%, Usage = 80%, Three (3) Control Districts: 200, 220, with Control Districts 240 and 260 combined into one (500), costs to districts 25%, 25%, 50%. Usage and Licensing Revenue based on 2011 Preliminary Year End.

OPTION #1

	Control	Shelter	Licensing	Total Allocated Costs (1)	2011 Licensing Revenue (est)	Estimated Net Cost
Budgeted Total Allocable Costs	\$1,770,487	\$2,819,960	\$673,640	\$5,264,087		
Budgeted Non-Licensing Revenue	\$80,040	\$112,507	\$13,265	\$205,812		
Budgeted New Regional Revenue (50%)	\$0	\$0	\$0	\$0		
Budgeted Net Allocable Costs	\$1,690,447	\$2,707,453	\$660,375	\$5,058,275	\$2,480,689	-\$2,577,586

Animal Control District Number	Jurisdiction	Estimated Animal Control Cost Allocation (2)	Estimated Sheltering Cost Allocation (3)	Estimated Licensing Cost Allocation (4)	Estimated Total Animal Services Cost Allocation	Program Load Factor (9)	2011 Licensing Revenue (Estimated)	Estimated Net Cost Allocation	2013-2015 Transition Funding (Annual) (5)	2013 - 2015 Shelter Credits (Annual) (6)	Estimated Net Costs with Transition Funding and Credits	Estimated Revenue from Proposed Licensing Support (7)	Estimated Net Final Cost (8)
200	Carnation	\$4,118	\$3,497	\$1,239	\$8,854	0.1750%	\$4,752	-\$4,102	\$552	\$0	-\$3,550	\$966	-\$2,584
	Duvall	\$11,261	\$15,264	\$5,351	\$31,876	0.6302%	\$21,343	-\$10,533		\$0	-\$10,533	\$7,658	-\$2,875
	Estimated Unincorporated King County	\$83,837	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kenmore	\$37,911	\$11,592	\$15,423	\$64,926	1.2836%	\$58,602	-\$6,324	\$0	\$0	-\$6,324	\$0	-\$6,324
	Kirkland	\$84,595	\$99,626	\$59,940	\$244,162	4.8270%	\$208,000	-\$36,162	\$0	\$0	-\$36,162	\$23,853	-\$12,309
	Lake Forest Park	\$22,894	\$7,034	\$12,099	\$42,027	0.8309%	\$48,504	\$6,477	\$0	\$0	\$6,477	\$0	\$6,477
	Redmond	\$37,867	\$54,303	\$32,308	\$124,478	2.4609%	\$116,407	-\$8,071	\$0	\$0	-\$8,071	\$0	-\$8,071
	Sammamish	\$35,341	\$44,214	\$31,129	\$110,684	2.1882%	\$117,649	\$6,965	\$0	\$0	\$6,965	\$0	\$6,965
	Shoreline	\$92,519	\$29,677	\$38,194	\$160,391	3.1709%	\$145,689	-\$14,702	\$0	\$0	-\$14,702	\$0	-\$14,702
	Woodinville	\$12,268	\$6,103	\$7,708	\$26,079	0.5156%	\$29,220	\$3,141	\$0	\$0	\$3,141	\$0	\$3,141
SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)		\$338,775	\$271,310	\$203,392	\$813,477		\$750,166	-\$63,311	\$552	\$0	-\$62,759	\$32,477	-\$30,282
220	Beaux Arts	\$86	\$167	\$246	\$500	0.0099%	\$930	\$430	\$0	\$0	\$430	\$0	\$430
	Bellevue	\$142,322	\$161,486	\$75,249	\$379,056	7.4938%	\$273,931	-\$105,125	\$0	\$0	-\$105,125	\$34,449	-\$70,676
	Clyde Hill	\$1,866	\$3,168	\$1,952	\$6,985	0.1381%	\$7,170	\$185	\$0	\$0	\$185	\$0	\$185
	Estimated Unincorporated King County	\$166,199	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Issaquah	\$53,351	\$46,167	\$16,279	\$115,797	2.2893%	\$55,947	-\$59,850	\$0	\$0	-\$59,850	\$0	-\$59,850
	Mercer Island	\$13,581	\$18,177	\$13,853	\$45,611	0.9017%	\$49,962	\$4,351	\$0	\$0	\$4,351	\$0	\$4,351
	Newcastle	\$16,484	\$12,318	\$4,657	\$33,459	0.6615%	\$15,271	-\$18,188	\$0	\$0	-\$18,188	\$2,599	-\$15,589
	North Bend	\$15,851	\$16,273	\$4,128	\$36,252	0.7167%	\$15,694	-\$20,558	\$1,376	\$586	-\$18,596	\$6,463	-\$12,133
	Snoqualmie	\$12,248	\$11,116	\$6,737	\$30,101	0.5951%	\$25,065	-\$5,036	\$0	\$0	-\$5,036	\$0	-\$5,036
	Yarrow Point	\$625	\$561	\$760	\$1,945	0.0385%	\$2,700	\$755	\$0	\$0	\$755	\$0	\$755
SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)		\$256,413	\$269,432	\$123,862	\$649,707		\$446,670	-\$203,037	\$1,376	\$586	-\$201,075	\$43,511	-\$157,564
500	Kent	\$263,232	\$794,101	\$69,400	\$1,126,733	22.2750%	\$253,944	-\$872,789	\$110,495	\$495,870	-\$266,424	\$0	-\$266,424
	SeaTac	\$79,732	\$184,894	\$13,311	\$277,938	5.4947%	\$47,232	-\$230,706	\$7,442	\$116,611	-\$106,653	\$0	-\$106,653
	Tukwila	\$49,635	\$110,787	\$9,229	\$169,652	3.3539%	\$32,705	-\$136,947	\$5,255	\$61,987	-\$69,705	\$0	-\$69,705
	Black Diamond	\$8,084	\$14,340	\$2,685	\$25,108	0.4964%	\$10,185	-\$14,923	\$1,209	\$3,263	-\$10,451	\$2,001	-\$8,450
	Covington	\$52,490	\$82,456	\$12,634	\$147,580	2.9176%	\$48,982	-\$98,598	\$5,070	\$36,409	-\$57,119	\$0	-\$57,119
	Enumclaw	\$41,747	\$56,672	\$6,920	\$105,340	2.0825%	\$25,307	-\$80,033	\$11,188	\$28,407	-\$40,438	\$5,973	-\$34,465
	Estimated Unincorporated King County	\$309,089	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Maple Valley	\$41,215	\$68,380	\$15,080	\$124,675	2.4648%	\$56,628	-\$68,047	\$6,027	\$6,867	-\$55,153	\$6,956	-\$48,197
SUBTOTAL FOR CITIES IN 500 (excludes unincorporated area)		\$536,135	\$1,311,631	\$129,259	\$1,977,025		\$474,983	-\$1,502,042	\$146,686	\$749,414	-\$605,942	\$14,930	-\$591,012
TOTAL FOR CITIES		\$1,131,322	\$1,852,373	\$456,514	\$3,440,209		\$1,671,819	-\$1,768,390	\$148,614	\$750,000	-\$869,776	\$90,918	-\$778,858
Total King County Unincorporated Area Allocation		\$559,125	\$855,080	\$203,861	\$1,618,065	31.9885%	\$808,870	-\$809,195					-\$809,195
		\$1,690,447	\$2,707,453	\$660,375	\$5,058,275	100.00%	\$2,480,689	-\$2,577,586					

Source: Regional Animal Services of King County

Date: Jan 30, 2012 (Draft) Updated 5-7-12

Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway.

Notes:

1. Based on various efficiencies and changes to the RASKC operating budget, adjustments for reduced intakes overall, reduced usage with Auburn out, and shifting two positions out of the model (county sponsored), the 2013 Estimated Budgeted Total Allocable Cost has been reduced to \$5,264,087.
2. One quarter of control services costs are allocated to control districts 200 and 220, and one half of control costs are allocated to district 500, then costs are further allocated 80% by total call volume (2011 Calls - Preliminary year end) and 20% by 2011 population.
3. This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 80% by King County shelter volume intake (2011 Preliminary year end) and 20% by 2011 population.
4. Licensing costs are allocated 20% by population (2011) and 80% by total number of Pet Licenses issued (2011) less \$0.00 Sr. Lifetime Licenses.

5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. For additional detail, see 2010 Interlocal Agreement Exhibit C-4 (2013 column) for more information. Transition Funding does not change for years 2013 - 2015.
6. Credits are allocated to those jurisdictions whose shelter intakes per capita exceeded the system average (.0043) and are intended to help minimize the impact of changing the cost allocation methodology from 50% population/50 usage to the new 20% population/80% usage model. See Interlocal Agreement Exhibit C-4 for more detail.
7. New Transition License Funding has been included for certain jurisdictions to help limit the Estimated Net Final Cost to the 2012 estimated level. Receipt of support is contingent on city providing in-kind services and county ability to provide resources and/or recover costs
8. Net Final Costs greater than \$0 will be reallocated to remaining jurisdictions with a negative net final cost, northern cities Net Final Costs shall be inclusive of their PAWS Sheltering costs.
9. Program Load Factor (LF) , per ILA Exhibit C, Part 4, Estimated Payment Calculation Formula, is the City's share of Budgeted Total Net Allocable Costs: it is the City's 2013 Service Year Total Animal Services Cost Allocation expressed as a percentage of the Budgeted Total Net Allocable Costs for 2013. Refer to the ILA for additional details.

Item	Control	Shelter	Licensing
Parties	County and all cities in current system with exception of Auburn		
Services Exhibit A, B and E	<ol style="list-style-type: none"> 1. <i>Reduce control districts from 4 to 3</i> 2. Maintain staffing level of 6 total - 1 ACO in districts 200 and 220, and 2 ACO in district 500 on a regular basis, plus two floaters 3. Maintain 40 hours of service coverage per week, <i>with coverage for at least 1 weekend day</i> 4. <i>Station officers at host sites within districts where service and travel time improvements or efficiencies result</i> 5. Cities may continue to purchase enhanced services in <i>addition to regular field services, provided they are not receiving a shelter or transition credit.</i> 	No changes proposed	Change III (5) to allow mail <i>or e-mail</i> notice for renewals <i>County will provide detailed licensing data to any city promptly upon request.</i>
Cost Allocation (Exhibit C) ■ For Service Year 2013	<ol style="list-style-type: none"> 1. <i>Costs allocated to districts as follows:</i> <ol style="list-style-type: none"> a) <i>25% each to districts 200 and 220 and 50% to district 500</i> 2) <i>Costs allocated in 2013 to all jurisdictions within each district based 80% on use and 20% on population (current 50%/50%)</i> 	<i>Costs allocated in 2013 to all jurisdictions based 80% on use and 20% on population (current 50%/50%)</i>	<i>Costs allocated in 2013 to all jurisdictions based 80% on use and 20% on population (current 50%/50%)</i>

Item	Control	Shelter	Licensing
<ul style="list-style-type: none"> ■ For Service Years 2014-2015 	<p><i>In 2014 and 2015, each jurisdiction’s costs are adjusted using the 2013 cost allocation as a base (that is, not recalculating in detail for usage), inflated by the growth in the total net program allocable costs. Growth in allocable system costs are subject to an inflator cap (population growth plus inflation).</i></p> <p><i>In addition, changes in revenues (licensing, non-licensing, credits, etc.) are considered in the calculation in these years, as well as changes in population attributable solely to annexations (in or out of the total program service area) of areas with a population ≥ 2,500 and latecomers.</i></p>		
<ul style="list-style-type: none"> ■ If ILA is extended to 2016, 2017 	<p><i>In 2016, cost allocation will be determined using the same formulas as used to determine costs in 2013 (details of population, use, etc.)</i></p> <p><i>In 2017, the cost allocation will be adjusted for total program allocable cost growth and for changes in revenues, major annexations—as per 2014, 2015.</i></p>		

<p>Revenue Allocation</p>	<p><i>As a general principle, the parties agree that animal services should not be a profit making enterprise. It is critical to bring additional revenue into the system to reduce the need for general fund support and there should be appropriate incentives to promote revenue generation.</i></p> <ol style="list-style-type: none"> 1. <i>License revenues will first offset costs of jurisdiction where the revenue is generated (cost includes PAWS costs and enhanced control services purchased)</i> <ol style="list-style-type: none"> a. <i>License revenues above a jurisdiction’s cost will be re-allocated to reduce costs for others.</i> 2. <i>New fundraising, marketing, entrepreneurial, donation or foundation funds will be allocated as follows, unless designated for specific purposes</i> <ol style="list-style-type: none"> a. <i>50% to offset county mitigation funds first, then county sponsored costs, then to reduce the 20% component of the cost allocation model</i> b. <i>50% to reduce the overall costs (benefits all jurisdictions)</i> 3. <i>Major capital expenditures are not included in the cost allocation model. If there are new revenues that are designated for capital these will be held separately from operating revenues noted above.</i> 		
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	<i>--See Graphic on Revenue Allocation Framework. --</i>
<p>Conditions for ILA to become Effective</p> <p>Section 15</p>	<ol style="list-style-type: none"> 1. Preliminary 2013 payment cannot exceed the Pre-commitment 2013 payment (in Exhibit C-1) by 5% or \$3,500, whichever is greater --either party may waive 2. Minimum contiguity—may be waived by County 3. <i>60 day emergency agreement and minimum 6 month contract not included in this ILA extension. Parties will know no later than August 15 of this year whether they need to make other arrangements for animal services by January 1, 2013.</i>
<p>Payment Method/Timing</p> <p>Section 5</p>	<ol style="list-style-type: none"> 1. Reconciliation of revenues due by June 30th each year. <i>Reconciliation focused on changes in revenues as compared to estimates--not changes in usage, population (other than annexations of areas with population ≥ 2,500) or latecomers.</i> 2. Non-binding preliminary estimate of Estimated Payment for upcoming year provided by county to cities by <i>September 1st</i> 3. Final Estimated Payment provided in writing to cities by December 15th each year 4. <i>Exhibit C –allows adjustments to estimates of use and license revenue to include consideration of recent trending. County will work with joint city-county committee to determine the adjustments. Absent agreement on adjustments, the default will be to use actual license revenue and use data from last reconciliation year.</i> 5. Exhibit C7 – updated Payment and Calculation Schedule (see attachment)
<p>Cost Inflation Cap</p> <p>Exhibit C-1 (page 29)</p>	<p>Retain Annual Budget cap on allocable cost of inflation plus population growth for 3 year term</p>

<p>Contract term and termination provisions</p> <p>Section 4</p>	<p>1) <i>Takes effect 7/1/2012</i></p> <p>2) <i>Three year term for services (1/1/2013-12/31/2015)</i></p> <p>3) Extension</p> <p style="padding-left: 40px;">i) <i>Optional two year renewal (renewal no longer automatic, but at option of County whether to extend on same terms; re-opener provided so that parties can consider other amendments in connection with any extension.)</i></p> <p style="padding-left: 40px;">ii) <i>County must convene cities in September 2014 to discuss extension with existing terms or renewal with reopener of terms</i></p> <p style="padding-left: 40px;">iii) <i>Notice of intent not to renew must be given by March 15, 2015 (rather than May 1 as in current ILA)</i></p> <p style="padding-left: 40px;">iv) <i>Parties must reach agreement in writing by July 1, 2015 or ILA terminates 12/31/2015</i></p> <p><i>Re-opener for cost and revenue allocation required if a countywide voter-approved measure is proposed. Either party may terminate with 180 days notice, or when levy imposed, whichever is earlier if re-opener negotiations are not concluded to the satisfaction of both parties.</i></p>
<p>Services purchased</p>	<p>Section 2</p> <p>Maintain language providing county discretion over staffing assignments and manner of handling calls, <i>but add new language for cities to provide input through the Joint City-County committee to recommend service delivery metrics and to assist with developing service delivery modifications for handling and responding to calls within districts (build the flexibility in to Exhibit A. at Part I.2.d, d.)</i></p>

Credits	<p>Exhibit C</p> <ol style="list-style-type: none"> 1. <i>Carry forward the 2013 transition funding credit from existing agreement for each year of the 3 year term</i> 2. <i>New shelter credit for each year of the 3 year term has been provided to cities with a per-capita shelter use greater than the average in 2011 (capped at a total amount of \$750,000 per year for this credit category). Credit fixed at same level in all three years (2013-2015).</i> 3. <i>County will give serious consideration to maintaining credits under an extension of the agreement into 2016, 2017.</i> 4. <i>Licensing Revenue Support Credit: Nine cities will receive assistance from the County in 2013 to boost their licensing revenues. The assistance is based on the gap in licensing revenues that would need to be filled to assure 2013 net costs do not exceed 2012 net costs. To receive this assistance in 2014 and 2015, cities must sign an agreement to provide in-kind support, and the County must have staff capacity to provide the service. All other cities may also sign an agreement for such support in 2014 and 2015 if the County has staff capacity (priority will go to the nine original cities). Cities with licensing revenue targets over \$20K/year (Kirkland, Bellevue) may be assured of the assistance in all 3 years and will be provided with an incentive for the city to help increase license revenues, by signing an agreement to provide the higher level of in-kind support for all 3 years. If licensing revenues received exceed the revenue goal amount established in the ILA C-5 Exhibit, the County’s costs of providing such service are recouped before additional revenues are allocated to the city (subject to details provided in C-5 and Exhibit F).</i>
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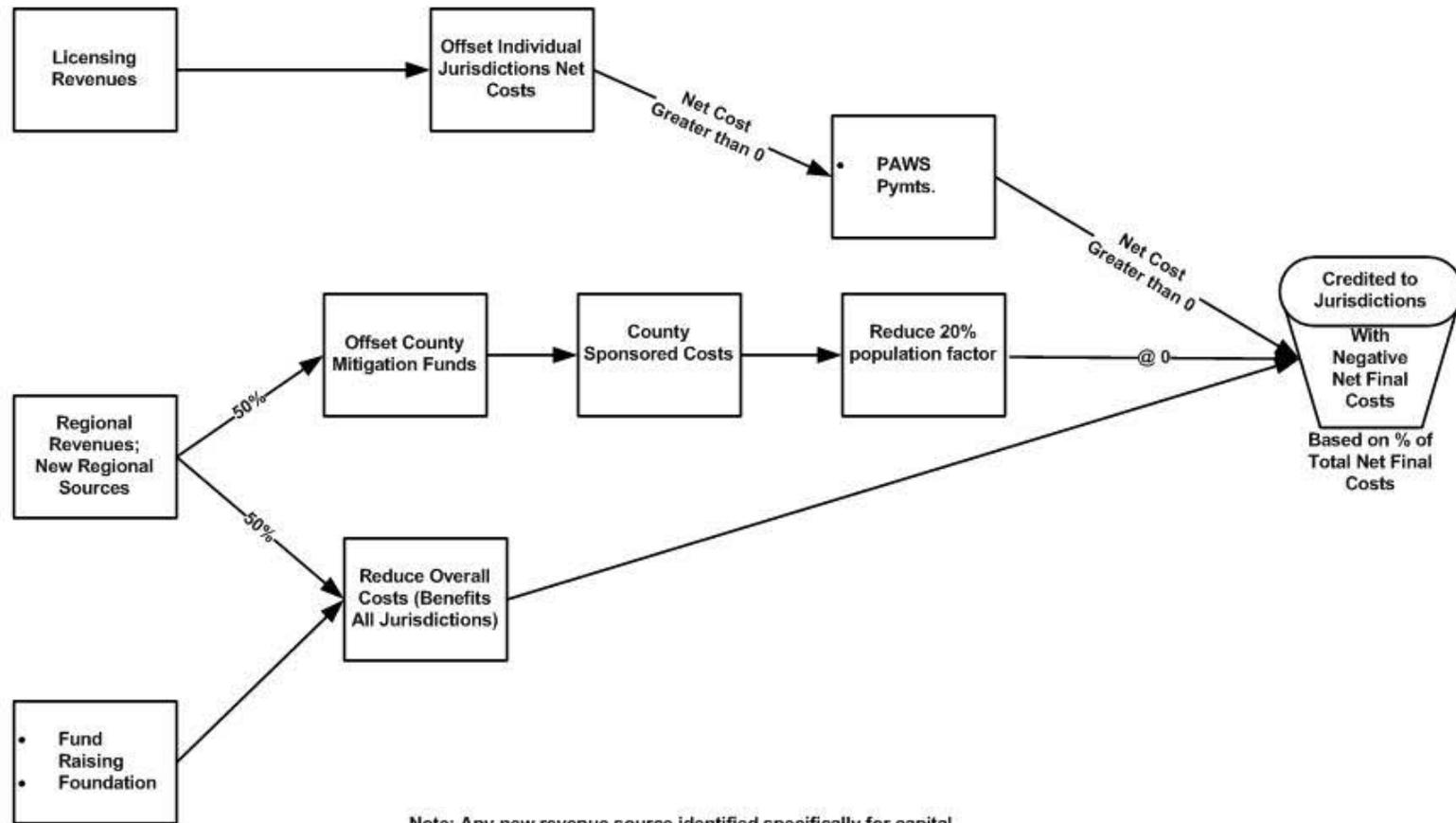
<p>License revenue support</p> <p>Section 7</p>	<ol style="list-style-type: none"> 1. County will maintain system marketing efforts to generate license revenue across system
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<p>Joint City-County committee and collaborative initiatives</p> <p>Section 11</p>	<ol style="list-style-type: none"> 1. Maintain committee structure. 2. The collaborative initiatives that <u>shall be reviewed</u> by the committee include items from existing ILA: <ul style="list-style-type: none"> • private licensing; • non-profit services; • marketing/licensing; • service delivery efficiencies <i>refocused to be a continuous improvement effort</i>; • review results of reconciliation; • review preliminary proposed budgets for animal services; provide input to reports; • review and provide input to proposed animal services operational initiatives; • item F – <i>Changed as follows: No major capital expenditures in the Kent facility are contemplated within the contract term. The County will update the estimate of facility needs as part of re-negotiation and/or new regional revenue discussions</i> 3. <i>Add new:</i> <ol style="list-style-type: none"> 1. <i>Maintain a marketing subcommittee</i> 2. <i>Collaborate on response and service improvements including communication with 911 centers</i> 3. <i>Engage in two-way problem solving</i> 4. <i>Develop alternative dispute mechanisms that could be used to resolve low level issues such as barking dog complaints</i> 5. <i>Work with cities to plan disaster response</i> 6. <i>Review and collaborate on billing protocol</i> 7. <i>Ensure there is at least one meeting each year between ACOs and law enforcement in each district</i> 8. <i>Revenue ideas (near and mid-term)</i>
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Outline Animal Services Interlocal Agreement for 2013 Through 2015– *changes from current ILA noted in italics*
Attachment C

Proposed Revenue Allocation – Draft Framework

Draft 2-1-12



Note: Any new revenue source identified specifically for capital improvements would go solely for that purpose.

Benefits of a Regional Animal Services System

Effective and Efficient Service

- Provides a consistent level of service, common regulatory approach, and humane animal care across the region.
- Allows local police agencies to focus on traditional law enforcement instead of civil animal offenses (barking, off-leash, unlicensed animals).
- Builds economies of scale to provide a full range of services, making it less expensive to develop operations, training, licensing and care programs than it would be for cities to duplicate services at the local level.
- Provides a low-cost spay and neuter program which is key to reducing the population of homeless animals and thus reducing the costs of the system over time.
- Reduces the demand on individual jurisdictions to respond to communications from the media, advocacy groups and other interested parties (public disclosure requests).
- Use of volunteers and partnerships with private animal welfare groups increases humane animal treatment with minimal public cost: In 2011, volunteers contributed over 60,000 hours of support to the County animal services system, equivalent to 30 full time employees.
- Takes advantage of current technology – offices can access calls and database in the field; customers receive email notices prior to mailed renewal notices; citizens can locate lost pets online or by phone; cities get detailed, monthly reports on level and types of activity in their jurisdiction.
- King County Board of Appeals hears appeals to civil offenses thus centralizing the adjudication to a forum that is familiar with the issues.

Customer Service

- Provides a single access point for residents searching for a lost pet or seeking animal control help.
- Provides one single point of contact for citizen complaints.
- Pet Adoption Center is open and provides services 7 days a week.
- A regional, uniform pet licensing program that is simpler for the public to access and understand, with a broad range of accompanying services to encourage licensing; marketing, partnering with third parties to encourage license sales, and database management.
- Online licensing sales increase the ease of compliance for pet owners.

Public Health and Safety

- Provides the ability to identify and track rabies and other public health issues related to animals on a regional basis.
- Reduces public health threats through routine vaccination of animals.
- Provides capacity to handle unusual and multi-jurisdictional events involving animals that often require specialized staff, such as: horse cruelty, animal hoarding, loose livestock, dog-fighting,

animal necropsies and quarantine, holding of animals as evidence in criminal cases and retrieval of dead animals.

- Provides consistent and knowledgeable services to over 4800 callers per year. Calls are dispatched on a prioritized basis. Emergency response services are available 24 hours per day.

Animal Welfare

- Reduces pressure on non-profit shelters through capacity at public shelter. Non-profit animal welfare groups contribute by accepting transfers of publicly sheltered animals for care and adoption.
- Animals find new homes and are not euthanized for capacity. Euthanasia rates have been reduced.
- Engages citizens through foster homes and other volunteer programs (on-site and adoption events).
- Provides regional response to animal cruelty cases.
- Provides regional preparedness planning and coordination for emergency and disaster response.
- Provides regional capacity for seasonal events (kitten season).
- Avoids competition across jurisdictions for sheltering space and comparisons across jurisdictions on animal welfare outcome statistics.
- Benefit fund allows private donors to contribute to the heroic care of animals—these services are not publicly funded and are not usually available in publicly funded animal service programs.

RASKC ILA Revenue Workplan

Revenue Sustainability

All partners in RASKC share the goal of creating revenue sustainability for the regional system. Revenues from license sales have historically provided less than 50% of the funding for the system. The majority of additional funding under the current interlocal agreement is provided by the jurisdictions.

The items listed below reflect the partners current thinking of items that could increase revenues for the RASKC model and should be implemented or further evaluated. New ideas may emerge and/or items on the list may be removed if determined not cost efficient or effective. The County will take the lead on the items and work in conjunction with the Joint City County Committee.

Near term - Potentially Implementable in 2012

- Create licensing tool-box for cities
- Increase canvassing effort
- Improve the RASKC website and promote linkages to it from city websites
- Increase public service announcements, media spotlight opportunities
- Utilize e-mail to reach out to supporters
- Consider implementing a second penalty-free licensing period

Medium Term - Potentially Implementable in 2012-2015

- Review/Analyze Licensing fee pricing structure and amount
- Improve options for making donations through the licensing program
- Investigate creation of entrepreneurial options with pet stores to provide discounts on pet items to people with licenses
- Targeted partnerships with private sector businesses that provide high volume license sales (e.g. license sales in exchange for a share of the license fee)
- Create 501(c)3 for donations and improve efforts to secure donations
- Evaluate feasibility of regional levy to support all, or components of the system
- Evaluate feasibility of new legislative authority to levy a regional sales tax on pet related items

Regional Animal Services of King County Interlocal Agreement – Negotiation Joint Work Group

Cities representatives

- City of SeaTac, James Graddon
- City of Issaquah, Ross Hoover
- City of Newcastle, Melinda Irvine
- City of Woodinville, Sydney Jackson
- City of SeaTac, Annette Louie
- City of Mercer Island, Dave Jokinen
- City of Enumclaw, Michael Thomas
- City of Covington, Derek Matheson
- City of Tukwila, Peggy McCarthy
- City of Kirkland, Lorrie McKay
- City of Lake Forest Park, Cheryl Niclai
- City of Kenmore, Nancy Ousley
- City of Lake Forest Park, Dennis Peterson
- City of Redmond, Nina Rivkin
- City of Bellevue, Sheida Sahandy
- City of Kent, Jeff Watling
- City of Sammamish, Mike Sauerwein

County representatives

- Diane Carlson, Executive Office
- Norm Alberg, Interim Director, Records and Licensing Services Division
- Eric Swansen, Records and Licensing Services Division – Shelter Operations
- Sean Bouffiou, Records and Licensing Services Division
- Yiling Wong, Office of Performance Strategy & Budget

- **Neutral facilitator, Karen Reed**

Cities represented in Interlocal Agreement

District 200	District 220	District 500
Carnation	Beaux Arts	Covington
Duvall	Bellevue	Black Diamond
Kenmore	Clyde Hill	Enumclaw
Kirkland	Issaquah	Kent
Lake Forest Park	Mercer Island	Maple valley
Redmond	Newcastle	SeaTac
Sammamish	North Bend	Tukwila
Shoreline	Snoqualmie	
Woodinville	Yarrow Point	

Final Proposed Interlocal Agreement for Provision of Regional Animal Services 2013 Through 2015

May 16, 2012



Introduction

- ▶ Today's Presentation
 - Background on Regional Animal Services
 - Summary of the Current ILA – regional animal services, costs and cost allocation
 - Recommended changes to ILA
 - Timeline and process to reach final agreement by July 1.

May 16, 2012

Background

- ▶ Regional Animal Services of King County (RASKC) serves 26 cities and unincorporated King County
 - Interlocal Agreement entered into in mid- 2010.
 - Over 1 million citizens
 - Estimated pet population of over 500,000
- ▶ ILA provides for 3 core services, and ancillary support
 - **Shelter** (5,300 animals in 2011)*
 - **Animal control** (4,800 calls for service in 2011)
 - **Licensing** (99K licenses issued; approx. 18% of pet population is currently licensed)
 - Ancillary support includes responding to Public Disclosure Requests, adjudication of civil infractions, animal cruelty investigations, etc.

*4 cities receive shelter services from PAWS

May 16, 2012

Background, cont'd.

- ▶ Cities and County have very different service demand patterns—difficult to find a single, simple cost allocation formula that works for everyone.
- ▶ Current ILA: July 2010–December 2012
 - Implemented following uncertainty about County ability to continue providing animal services
 - Allocates cost 50 % population / 50 % usage
 - Variety of credits mitigate impact of allocation formula
- ▶ Total system costs allocated under ILA in 2012: \$5.84M.
 - License fees support 50% of system costs
 - 6 % from penalties, adoption fees, other revenues
 - County and City funding cover the balance
 - County fully funds an additional \$1.37M through credits and costs not included in the model

May 16, 2012

Benefits of Regional Model

- ▶ Consistent level of service, humane animal care, and regulatory approach countywide.
- ▶ Euthanasia rate continues to be reduced, in 2011 the rate was 14.3%
- ▶ Uniform, regional licensing system and a central location for citizens to license their pets, find lost pets and track health related animal issues
- ▶ Economies of scale for marketing/licensing, field services and shelter operations

May 16, 2012

Benefits of Regional System, cont'd.

- ▶ Pet Adoption Shelter open to the public 7 days a week ; provides 24/7/365 on-call response to owners looking for lost pets
- ▶ Ancillary Services
 - Animal cruelty investigations
 - Civil offenses handled by Board of Appeals (not law enforcement or courts)
 - Respond to hundreds of Public Disclosure Requests (PDR's) annually; a centralized approach reducing the impacts to local jurisdictions for PDR's as well as media and/or advocacy group inquiries

May 16, 2012

Since the 2010 ILA Began

- ▶ Increased the humane treatment of animals and reduced euthanasia
- ▶ Improved citizen support, over 500 volunteers
- ▶ Upgraded software to improve reporting accuracy and timeliness
- ▶ Hired a marketing manager who helps individual cities develop plans
- ▶ A regional “branding effort” began this year to increase awareness and revenues



Why negotiate a new ILA?

- ▶ Contract ends in 2012; automatically extended for 2 years unless a party drops out—which compels renegotiation.
- ▶ City of Auburn, a high user of services, notified County of intent to depart model at end of 2012 – will create unsustainable cost shifts for remaining parties unless ILA is amended.
- ▶ City-County renegotiation workgroup formed in November 2011. Has considered many options for changing system costs, cost allocation, service delivery that can best support continuation of this regional service option for cities.
- ▶ New cost model has been developed. Cities have been held harmless for Auburn leaving.

May 16, 2012

Cost Issues

Cost Issues

- ▶ Cost is major issue for all cities.
- ▶ Reallocation of existing costs is not sufficient
- ▶ Costs must be reduced, by additional savings and efficiencies.
- ▶ PAWS Cities cost allocations for shelter must be reduced.

Draft 2013–2015 ILA

- ▶ County has significantly reduced allocated costs:
 - \$148k (2013) transition funding — continues.
 - \$750k/year additional credits to high-use cities
 - \$240k more in shelter staffing will be fully funded by County (Vet Director and Volunteer Coordinator)
 - \$340k reduction in operational expenses
- ▶ Shift in cost allocation: 80% usage / 20 % population

May 16, 2012

Revenue Issues

Revenue issues

- ▶ Stable long-term financing structure and sustainable operating model needed.
- ▶ Additional effort is needed to bring new revenues to the system from other means.
- ▶ Licensing revenues need to be increased: they have generally been lower than forecast in 2010.

Draft 2013–2015 ILA

- ▶ Increased focus on revenue generation: “bridge to sustainability to reduce city/county costs.”
- ▶ Aggressively pursue numerous revenue generating ideas (enhanced marketing, donations, new regional revenue streams)
- ▶ Increase support for licensing – Better tools for marketing and ongoing canvassing support

May 16, 2012

Service Issues

Services issues

- ▶ Cities want services to be efficient and effective
- ▶ Cities want input into response protocols –best use of scarce resources
- ▶ With potential for 1 city departure, the control district boundaries need to be adjusted to re-balance cost, service demand

Draft 2013–2015 ILA

- ▶ Service levels retained, costs reduced.
- ▶ Joint City–County Committee collaborate on issues—including response protocols, efficiency ideas, revenue ideas
- ▶ New district boundaries – combine four districts into three.

May 16, 2012

Summary

	2013–2015 ILA
Allocated System cost	\$5.26M
Cost allocation	<ul style="list-style-type: none"> • 80% use / 20% pop in 2013 to set base • Costs in 2014, 2015 are based on 2013 total allocable costs; capped by CPI and population growth. • Costs in 2014, 2015 also adjusted for changes in revenues, and for major annexations (≥2,500 pop.) and latecomers
Term	3 years, re-opener for possible 2 yr. ext.
County support and mitigation payments–	\$1.76M (license support costs may be additional)
Current service levels maintained	

May 16, 2012

Summary, cont'd.

	2013-2015 ILA
# of Control Districts	3
ACO Staffing, Response	<ul style="list-style-type: none"> •6 ACOs (same as current ILA) •40 hour/week coverage in each District •Weekend coverage starts in 2012 •ACOs hosted in each district •Cities give input to shape response protocols
	<ul style="list-style-type: none"> • <i>Bridge to Sustainability</i> working with City-County committee, focus on new system revenue generation

May 16, 2012

Timeline

- February 1, 2012 – Reach agreement in principle
- February 14, 2012 – Cities provide County an initial non-binding statement of interest
- April 6, 2012 – finalize amendments to the Agreement and cost model based on initial statements of interest
- May 1, 2012 – Cities provide County 2nd nonbinding statement of interest
- May 17, 2012 – Final cost estimates circulated, with final proposed ILA and briefing materials
- July 1, 2012 – service under formal adoption *and execution of* Agreement by both parties
- If approved, the new ILA will take effect January 1, 2013 and run for 3 years through December 31, 2015, with option to extend an additional 2 years.

May 16, 2012

Thank you.

May 16, 2012

Animal Services Interlocal Agreement for 2013 Through 2015

This AGREEMENT is made and entered into effective as of this 1st day of July, 2012, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the “County”) and the City of Covington, a Washington municipal corporation (the “City”).

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, in light of the joint interest among the Contracting Parties in continuing to develop a sustainable program for regional animal services, including achievement of sustainable funding resources, the County intends to include cities in the process of identifying and recommending actions to generate additional revenues through the Joint City-County Committee, and further intends to convene a group of elected officials with a representative from each Contracting City to discuss and make recommendations on any potential countywide revenue initiative for animal services requiring voter approval, the implementation of which would be intended to coincide with the end of the term of this Agreement; and

WHEREAS, by executing this Agreement, the City is not implicitly agreeing to or supportive of any potential voter approved levy initiative in support of animal services; and

WHEREAS, the City and the County are parties to an Animal Services Interlocal Agreement dated July 1, 2010, which will terminate on December 31, 2012 (the “2010 Agreement”); and

WHEREAS, the City and County have negotiated a successor agreement to the 2010 Agreement in order to extend delivery of Animal Services to the City for an additional three years beginning January 1, 2013; and

WHEREAS, certain notification and other commitments under this successor Agreement arise before January 2013, but the delivery of Animal Services under this Agreement will not commence until January 1, 2013; and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided in 2012; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34) , is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is offering a similar form of Animal Services Interlocal Agreement to cities in King County listed in Exhibit C-1 to this Agreement, and has received a non-binding statement of intent to sign such agreement from those cities;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - a. **"Agreement"** means this Animal Services Interlocal Agreement for 2013 Through 2015 between the Parties including any and all Exhibits hereto, unless the context clearly indicates an intention to reference all such Agreements by and between the County and other Contracting Cities.
 - b. **"Animal Services"** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, "Animal Services" are sometimes referred to herein as the **"Program."**
 - c. **"Enhanced Control Services"** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the "Enhance Control Services Contract").
 - d. **"Contracting Cities"** means all cities that are parties to an Agreement.
 - e. **"Parties"** means the City and the County.
 - f. **"Contracting Parties"** means all Contracting Cities and the County.
 - g. **"Estimated Payment"** means the amount the City is estimated to owe to the County for the provision of Animal Services over a six month period per the

formulas set forth in **Exhibit C**. The Estimated Payment calculation may result in a credit to the City payable by the County.

- h. **“Pre-Commitment Estimated 2013 Payment”** means the preliminary estimate of the amount that will be owed by (or payable to) each Contracting Party for payment June 15, 2013 and December 15, 2013 as shown on **Exhibit C-1**.
- i. **“Preliminary Estimated 2013 Payment”** means the amount estimated by the County on or before August 1, 2012 per Section 5, to be owed by each Contracting Party on June 15, 2013 and December 15, 2013 based on the number of Contracting Cities with respect to which the Agreement goes into effect per Section 15. This estimate will also provide the basis for determining whether the Agreement meets the “2013 Payment Test” in Section 15.
- j. The **“Final Estimated 2013 Payment”** means the amount owed by each Contracting Party on June 15, 2013 and December 15, 2013, notice of which shall be given to the City by the County no later than December 15, 2012.
- k. **“Control District”** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
- l. **“Reconciliation Adjustment Amount”** means the amount payable each August 15 by either the City or County as determined per the reconciliation process described in **Exhibit D**. **“Reconciliation”** is the process by which the Reconciliation Adjustment Amount is determined.
- m. **“Service Year”** means the calendar year in which Animal Services are or were provided.
- n. **“2010 Agreement”** means the Animal Services Agreement between the Parties effective July 1, 2010, and terminating at midnight on December 31, 2012.
- o. **“New Regional Revenue”** means revenue received by the County specifically for support of Animal Services generated from regional marketing campaigns (excluding local licensing canvassing efforts by Contracting Cities or per Section 7), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services program; *provided that* New Regional Revenue does not include Licensing Revenue, Non-Licensing Revenue or Designated Donations, as defined in **Exhibit C**. The manner of estimating and allocating New Regional Revenue is prescribed in **Exhibit C-4** and **Exhibit D**.
- p. **“Latecomer City”** means a city receiving animal services under an agreement with the County executed after July 1, 2012, per the conditions of Section 4.a.

2. **Services Provided.** Beginning January 1, 2013, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 9 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.

- a. Enhanced Control Services. The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.

3. **City Obligations.**

- a. Animal Regulatory Codes Adopted. To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control standards that differ from those of the County.
- b. Authorization to Act on Behalf of City. Beginning January 1, 2013, the City authorizes the County to act on its behalf in undertaking the following:
 - i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.
 - ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
 - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be considered by the King County Board of Appeals unless either the City or the County determines that the particular matter should be heard by the City.
 - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.

- c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a quarterly basis (no later than each March 31, June 30, September 30, and December 31).
4. **Term**. Except as otherwise specified in Section 15, this Agreement will take effect as of July 1, 2012 and, unless extended pursuant to Subparagraph 4.b below, shall remain in effect through December 31, 2015. The Agreement may not be terminated for convenience.
 - a. Latecomers. The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the later agreement will not cause an increase in the City's costs payable to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."
 - b. Extension of Term. The Parties may agree to extend the Agreement for an additional two-year term, ending on December 31, 2017. For purposes of determining whether the Agreement shall be extended, the County will invite all Contracting Cities to meet in September 2014, to discuss both: (1) a possible extension of the Agreement under the same terms and conditions; and (2) a possible extension with amended terms.
 - i. Either Party may propose amendments to the Agreement as a condition of an extension.
 - ii. Nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms.
 - iii. The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement.
 - c. Notice of Intent to Not Extend. No later than March 1, 2015, the Parties shall provide written notice to one another of whether they wish to extend this Agreement on the same or amended terms. The County will include a written reminder of this March 1 deadline when providing the City notice of

its 2015 Estimated Payments (notice due December 15, 2014 per Section 5). By April 5, 2015, the County will provide all Contracting Cities with a list of all Contracting Parties submitting such notices indicating which Parties do not seek an extension, which Parties request an extension under the same terms, and which Parties request an extension under amended terms.

- d. Timeline for Extension. If the Contracting Parties wish to extend their respective Agreements (whether under the same or amended terms) through December 31, 2017, they shall do so in writing no later than July 1, 2015. Absent such an agreed extension, the Agreement shall terminate on December 31, 2015.
- e. Limited Reopener and Termination. If a countwide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, 2016, this Agreement shall be re-opened for the limited purposes of negotiating potential changes to the cost and revenue allocation formulas herein. Such changes may be made in order to reasonably ensure that the Contracting Cities are receiving equitable benefits from the proposed new levy revenues. Re-opener negotiations shall be initiated by the County no later than 60 days before the date of formal transmittal of such proposal to the County Council for its consideration. Notwithstanding anything in this Agreement to the contrary, if the re-opener negotiations have failed to result in mutually agreed upon changes to the cost and revenue allocation formulas (as reflected in either an executed amendment to this Agreement or a memorandum of understanding signed between the chief executive officers of the Parties) within 10 days of the date that the election results confirming approval of such proposal are certified, either Party may terminate this Agreement by providing notice to the other Party no sooner than the date the election results are certified and no later than 15 days following the end of such 10-day period. Any termination notice so issued will become effective 180 days following the date of the successful election, or the date on which the levy is first imposed, whichever is sooner.
- f. The 2010 Agreement remains in effect through December 31, 2012. Nothing in this Agreement shall limit or amend the obligation of the County to provide Animal Services under the 2010 Agreement as provided therein and nothing in this Agreement shall amend the obligations therein with respect to the calculation, timing, and reconciliation of payment of such services.

5. **Compensation**. The County will develop an Estimated Payment calculation for each Service Year using the formulas described in **Exhibit C**, and shall transmit the payment information to the City according to the schedule described below. The

County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 6 below and **Exhibit D**, in order to reconcile the Estimated Payments made by the City in the prior Service Year. The City (or County, if applicable) will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of all payment-related notices and dates is included at **Exhibit C-7**):

- a. Service Year 2013: The County will provide the City with a calculation of the Preliminary Estimated Payment amounts for Service Year 2013 on or before August 1, 2012, which shall be derived from the Pre-Commitment Estimated 2013 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year 2011 data in **Exhibit C-2**. The County will provide the City with the Final Estimated Payment calculation for Service Year 2013 by December 15, 2012. The City will pay the County the Preliminary Estimated Payment Amounts for Service Year 2013 on or before June 15, 2013 and December 15, 2013. If the calculation of the Preliminary Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before June 15, 2013 and December 15, 2013. The Reconciliation Adjustment Amount for Service Year 2013 shall be paid on or before August 15, 2014, as described in Section 6.
- b. Service Years after 2013.
 - i. Initial Estimate by September 1. To assist the City with its budgeting process, the County will provide the City with a non-binding, preliminary indication of the Estimated Payments for the upcoming Service Year on or before each September 1.
 - ii. Estimated Payment Determined by December 15. The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**. The County will by December 15 provide written notice to all Contracting Parties of the schedule of Estimated Payments for the upcoming Service Year.
 - iii. Estimated Payments Due Each June 15 and December 15. The City will pay the County the Estimated Payment Amount on or before each June 15 and December 15. If the calculation of the Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before each June 15 and December 15.
 - iv. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 6.

- v. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.
 - vi. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 14.g.
 - c. Payment Obligation Survives Expiration or Termination of Agreement. The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2015, the Final Estimated 2015 Payment is nevertheless due on or before December 15, 2015, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2016.
 - d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.
6. **Reconciliation of Estimated Payments and Actual Costs and Revenues.** In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived by recalculating the formulas in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

7. Regional Revenue Generation and Licensing Revenue Support

- a. The Parties intend that the provision of Animal Services becomes significantly more financially sustainable over the initial three year term of this Agreement through the development of New Regional Revenue and the generation of additional Licensing Revenue. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Committee before proceeding with efforts to implement proposals to generate New Regional Revenue.
- b. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service and Enhanced Control Service, if applicable), they will be reinvested in the Program to reduce the costs of other Contracting Parties and to improve service delivery: the cost allocation formulas of this Agreement are intended to achieve this outcome.
- c. Licensing Revenue Support.
 - i. In 2013, the County will provide licensing revenue support to the nine Contracting Cities identified on **Exhibit C-5** (the "Licensing Revenue Support Cities").
 - ii. The City may request licensing revenue support from the County in 2014 and 2015 by executing **Attachment A** to **Exhibit F**. The terms and conditions under which such licensing revenue support will be provided are further described at **Exhibit C-5** and **Exhibit F**. Except as otherwise provided in **Exhibit C-5** with respect to Licensing Revenue Support Cities with a Licensing Revenue Target of over \$20,000 (per Table 1 of **Exhibit C-5**), provision of licensing revenue support in 2014 and 2015 is *subject to* the County determining it has capacity to provide such services, with priority allocation of any available services going first to Licensing Revenue Support Cities on a first-come, first-served basis and thereafter being allocated to other Contracting Cities requesting service on a first-come, first-served basis. Provision of licensing revenue support is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
 - iii. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.

8. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor with the intended following results:

- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- c. The County contact person for the City staff regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

9. **Indemnification and Hold Harmless.**

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and

employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. **Dispute Resolution.** Whenever any dispute arises between the Parties or between the Contracting Parties under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

11. **Joint City-County Committee and Collaborative Initiatives.** A committee composed of 3 county representatives (appointed by the County) and one

representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service issues and make recommendations regarding efficiencies and improvements to services, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives identified below. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both county and city members of the Joint City-County Committee. Recommendations of the Joint City-County Committee are non-binding. The collaborative initiatives to be explored shall include, but are not necessarily limited to:

- a. Proposals to update animal services codes, including fees and penalties, as a means to increase revenues and incentives for residents to license, retain, and care for pets.
- b. Exploring the practicability of engaging a private for-profit licensing system operator.
- c. Pursuing linkages between County and private non-profit shelter and rescue operations to maximize opportunities for pet adoption, reduction in homeless pet population, and other efficiencies.
- d. Promoting licensing through joint marketing activities of Contracting Cities and the County, including recommending where the County's marketing efforts will be deployed each year.
- e. Exploring options for continuous service improvement, including increasing service delivery efficiencies across the board.
- f. Studying options for repair and/or replacement of the Kent Shelter.
- g. Reviewing the results of the County's calculation of the Reconciliation Adjustment Amounts.
- h. Reviewing preliminary proposed budgets for Animal Services.
- i. Providing input into the formatting, content and details of periodic Program reports as per Section 12 of this Agreement.
- j. Reviewing and providing input on proposed Animal Services operational initiatives.
- k. Providing input on Animal Control Services response protocols with the goal of supporting the most appropriate use of scarce Control Services resources.
- l. Establishing and maintaining a marketing subcommittee with members from within the Joint City-County committee membership and additional staff as may be agreed.
- m. Collaborating on response and service improvements, including communication with 911 call centers.

- n. Developing alternative dispute mechanisms that may be deployed to assist the public in resolving low-level issues such as barking dog complaints.
- o. Working with Contracting Cities to plan disaster response for animal sheltering and care.
- p. Ensuring there is at least one meeting each year within each Control District between the County animal control officer representatives and Contracting Cities' law enforcement representatives.
- q. Identifying, discussing and where appropriate recommending actions to implement ideas to generate additional revenue to support operation and maintenance of the Animal Services Program, including but not limited to providing input and advice in shaping the terms of any proposed Countywide voted levy to provide funding support for the Animal Services Program.

12. **Reporting.** The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Committee.

13. **Amendments.** Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of the legislative bodies of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.

14. **General Provisions.**

- a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.

- b. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
- c. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- d. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the Animal Services Program and the care and treatment of animals in the Program.
- e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County: Caroline Whalen, Director
King County Dept. of Executive Services
401 Fifth Avenue, Suite 135
Seattle WA. 98104

- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
- k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- l. Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

15. **Terms to Implement Agreement.** Because it is unknown how many parties will ultimately approve the Agreement, and participation of each Contracting Party impacts the costs of all other Contracting Parties, the Agreement will go into effect as of July 1, 2012, only if certain “Minimum Contracting Requirements” are met or waived as described in this section. These Minimum Contracting Requirements will not be finally determined until August 15, 2012. If it is determined on or about August 15 that Minimum Contracting Requirements are **not** met and not waived, then the Agreement will be deemed to have never gone into effect, regardless of the July 1, 2012 stated effective date. If the Minimum Contracting Requirements are met or waived, the Agreement shall be deemed effective as of July 1, 2012. The Minimum Contracting Requirements are:

a. **For both the City and the County:**

- 1. **2013 Payment Test:** The Preliminary Estimated 2013 Payment, calculated on or before August 1, 2012, to include the County and all cities that have executed the Agreement on or prior to July 1, 2012, does not exceed the Pre-Commitment Estimated 2013 Payment as set forth in **Exhibit C-1** by more than five percent (5%) or \$3,500, whichever is greater. **If the 2013 Payment Test is not met**, either Party may waive this condition and allow the Agreement to go into effect, provided that such waiver must be exercised by giving notice to the other Party (which notice shall meet the requirements of Section 14.g) no later than August 15, 2012.

- b. **For the County:** The **Minimum Contiguity of Service Condition** must be met, such that the County is only obligated to enter into the Agreement if the County will be providing Animal Services in areas contiguous to the City, whether by reason of having an Agreement with another City or due to the fact that the City is contiguous to unincorporated areas (excluding unincorporated islands within the City limits). The Minimum Contiguity of Service Condition may be waived by the County in its sole discretion. The County shall provide the City notice meeting the requirements of Section 14.g no later than July 21, 2012 if the Minimum Contiguity of Service Condition has not been met.
- c. On or before August 21, 2012, the County shall send all Contracting Cities an informational email notice confirming the final list of all Contracting Cities with Agreements that have gone into effect.

16. **Administration.** This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of July 1, 2012.

King County

City of Covington

Dow Constantine
King County Executive

City Manager/Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

List of Exhibits

Exhibit A: Animal Services Description

Exhibit B: Control Service District Map Description

Exhibit B-1: Map of Control Service District

Exhibit C: Calculation of Estimated Payments

Exhibit C-1: Pre-Commitment Estimated 2013 Payment (*showing participation only by jurisdictions that have expressed interest in contracting for an additional 3 year term*)

Exhibit C-2: Estimated Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Pre-Commitment Estimated 2013 Payment

Exhibit C-3: Calculation of Budgeted Total Allocable Animal Services Costs, Budgeted Total Non-Licensing Revenue and Budget Net Allocable Animal Services Costs for 2013

Exhibit C-4: Calculation and Allocation of Transition Credit, Shelter Credit, and Estimated New Regional Revenue

Exhibit C-5: Licensing Revenue Support

Exhibit C-6: Summary of Calculation Periods for Use and Population Components

Exhibit C-7: Payment and Calculation Schedule

Exhibit D: Reconciliation

Exhibit E: Enhanced Control Services Contract (Optional)

Exhibit F: Licensing Support Contract (Optional)

Exhibit A
Animal Service Description

Part I: Control Services

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

1. Call Center

- a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County will negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

2. Animal Control Officers

- a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
 - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.

- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- b. Control District boundaries have been designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts (“host sites”) in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
 - 1. Emergent animal bite,
 - 2. Emergent vicious dog,
 - 3. Emergent injured animal,
 - 4. Police assist calls—(police officer on scene requesting assistance from an ACO),
 - 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
 - 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an ACO as necessary or available, all as determined necessary and appropriate in the sole discretion of the

County. Particularly in the busier seasons of the year (spring through fall), lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
 2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
 3. Trespass,
 4. Stray Dog/Cat/other animal confined,
 5. Barking Dog,
 6. Leash Law Violation,
 7. Deceased Animal,
 8. Trap Request,
 9. Female animal in season, and
 10. Owner’s Dog/Cat/other animal confined.
- e. The Joint-City County Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
 2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
 3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.
- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.

- h. Contracting Cities may contract with King County for “Enhanced Control Services” through separate agreement (as set forth in **Exhibit E**); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit, Shelter Credit, or licensing revenue support the cost of which is not reimbursed to the County.

Part II: Shelter Services

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County’s animal shelter in Kent (the “Shelter”) or other shelter locations utilized by the County, including related services described in this section. The County’s Eastside Pet Adoption Center in the Crossroads area of Bellevue will be closed to the public.

During 2013-2015, major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program), but no major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated nor will any such capital project costs be allocated to the Contracting Cities in Service Years 2013-2015.

1. Shelter Services

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
- c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited

emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.

- f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.

2. Other Shelter services

- a. Dangerous animals will be confined as appropriate/necessary.
- b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.

- 3. Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore (“Northern Cities”)).** For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS shelter in Lynnwood for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, and the County will refer residents of that City to PAWS for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.

- 4. County Contract with PAWS.** Nothing in this Agreement is intended to preclude the County from contracting with PAWS in Lynnwood to care for animals taken in by County ACOs.

- 5. Service to Persons who are not Residents of Contracting Cities.** The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

Part III: Licensing Services

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4th Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents and on the County's public television channel.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

Exhibit B: Control Service District Map

The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts as established at the commencement of this Amended and Restated Agreement.

The cities and towns included in each Control District are as follows:

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Kirkland Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1**.

Exhibit B-1 Control District Map

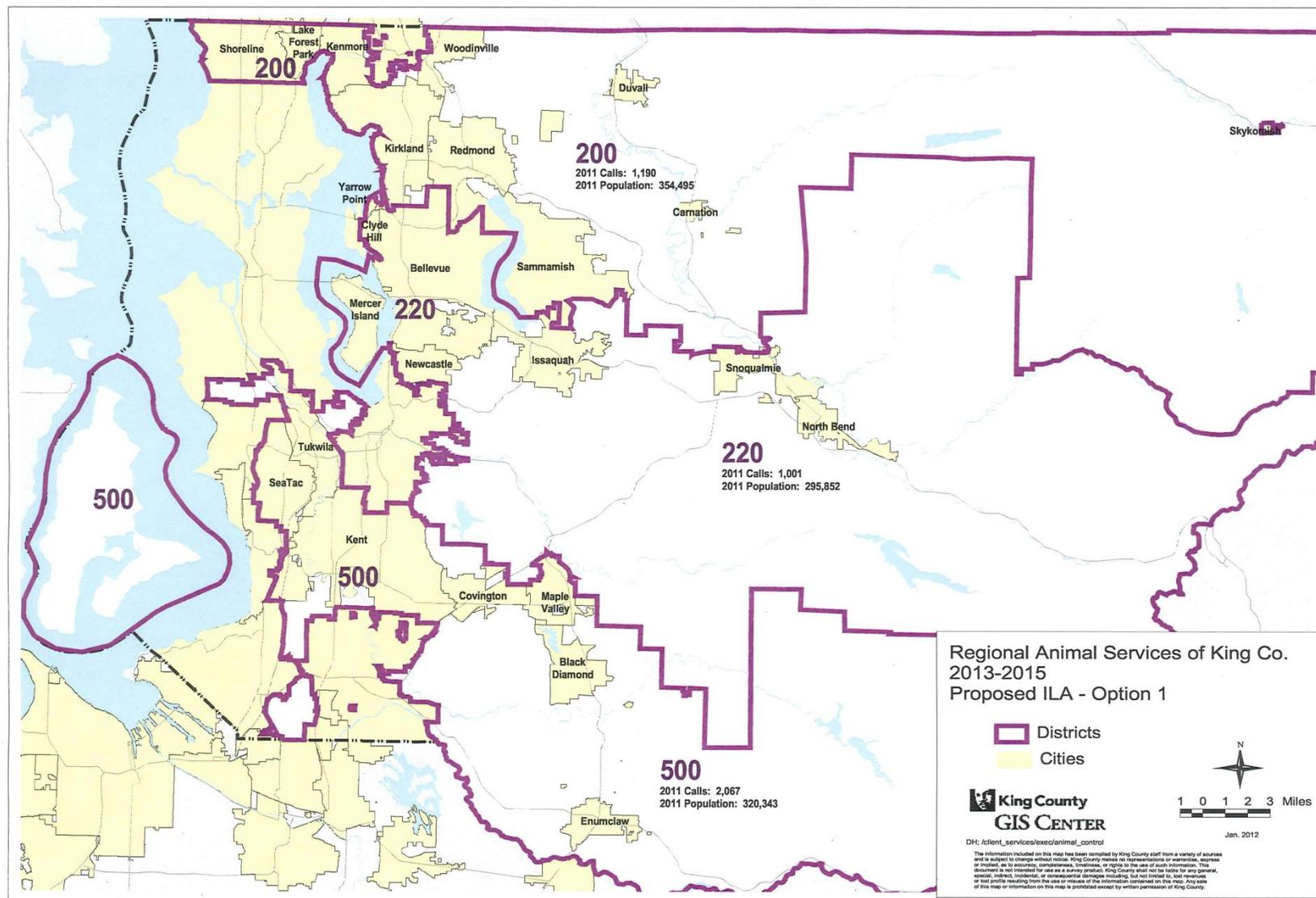


Exhibit C

Calculation of Estimated Payments

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of six months of Animal Services, based on the formulas below.

In summary and subject to the more detailed descriptions below, an initial cost allocation is made for Service Year 2013 based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**. In Service Years 2014 and 2015, the Contracting Parties' allocable costs are adjusted based on: (1) the actual change in total allocable costs over the previous Service Year (subject to an inflator cap), (2) changes in revenues, and (3) to account for annexations (in or out of the Program service area) of areas with a population of 2,500 or more, and for changes in relative population share of all Contracting Parties due to any Latecomer Cities. If the Agreement is extended past 2015, the cost allocation in 2016 will be recalculated in the same manner as for Service Year 2013 and adjusted in 2017 per the process used for Service Years 2014 and 2015.

Based on the calculation process described in **Parts 1 and 2**, an "Estimated Payment" amount owed by each City for each Service Year is determined. Each Estimated Payment covers six months of service. Payment for service is made by each City every June 15 and December 15.

Part 1: Service Year 2013 Cost Allocation Process

- Control Services costs are to be shared among the 3 geographic Control Districts; one quarter of such costs are allocated to Control District 200, one quarter to Control District 220, and one half are allocated to Control District 500. Each Contracting Party located within a Control District is to be allocated a share of Control District costs based 80% on the Party's relative share of total Calls for Service within the Control District and 20% on its relative share of total population within the Control District.
- Shelter Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that cities contracting for shelter services with PAWS will pay only a population-based charge.

- Licensing Services costs are to be allocated among all Contracting Parties, based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

Part 2: Revenue and Other Adjustments to the 2013 Cost Allocation.

In 2013 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods).
- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2015) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (also fixed at a 2013 level, payable annually through 2015). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- In addition to the Transition Funding and Shelter credits, in 2013 the County will provide Licensing Revenue Support to nine identified Contracting Cities (selected based on the general goal of keeping 2013 costs the same or below 2012 costs). In exchange for certain in-kind support, these “Licensing Revenue Support Cities” are assured in 2013 of receiving an identified amount of additional licensing revenue or credit equivalent (the “Licensing Revenue Target”). In 2014 and 2015, all Contracting Cities may request licensing revenue support by entering into a separate licensing support contract with the County (**Exhibit F**): this support is subject to availability of County staff, with priority going to the nine Licensing Revenue Support Cities, *provided that*, Licensing Revenue Support Cities with a Licensing Revenue Target over \$20,000/year will be assured such service in 2013-2015 by entering into a licensing support contract by September 1, 2012.
- As New Regional Revenues are received by the County to support the Animal Services Program, those Revenues shall be allocated as follows:

- Half of New Regional Revenues shall be applied to reduce allocable Control Services Costs, Shelter Services Costs, and Licensing Services Costs (in 2013, by 17%, 27% and 6%, respectively, of total New Regional Revenues; in 2014 and 2015 the 50% reduction is simply made against Total Allocable Costs).
- The remaining half of New Regional Revenues shall be applied in the following order of priority:
 - (a) to offset amounts expended by the County as Transition Funding Credits, Shelter Credits and unreimbursed licensing revenue support;
 - (b) to offset other County Animal Services Program costs that are not allocated in the cost model;
 - (c) to reduce on a *pro-rata* basis up to 100% of the costs allocated to each Contracting Party by the population factor of the cost allocation formulas (20%) with the intent of reducing or eliminating the population-based cost allocation; and
 - (d) if any funds remain thereafter, as an offset against each Contracting Party's final reconciled payment obligation. Items(c) and (d) above are unlikely to arise during the 3 year term of the Agreement and shall be calculated only at Reconciliation.
- In Service Years 2014 and 2015, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflation Cap. The Annual Budget Inflation Cap is the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population greater of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

Part 3: Reconciliation

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs

by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in **Exhibit D**.

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction's licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated *pro rata* amongst all Contracting Parties which will otherwise incur net costs; *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS, net costs includes consideration of the amounts paid by such City to PAWS; and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, net costs includes consideration of the amounts paid for such services.

Part 4: Estimated Payment Calculation Formulas

For Service Year 2013:¹

$$EP = [(EC + ES + EL) - (ER + T + V)] \div 2$$

For Service Years 2014 and 2015:

$$EP = [(B \times LF) - (ER + T + V)] \div 2$$

Where:

“EP” is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

“EC” or “Estimated Control Services Cost” is the City’s estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. See formula below for deriving “EC.”

“ES” or “Estimated Shelter Services Cost” is the City’s estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. See formula below for deriving “ES.”

¹ This formula also applies to Service Year 2016 if the Agreement is extended. The EP formula for Years 2014 and 2015 would apply to Service Years after 2016.

“**EL**” or “Estimated Licensing Services Cost” is the City’s estimated share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. *See formula below for deriving “EL.”*

“**ER**” is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Year 2013, ER is based on the number of each type of active license issued to City residents in years 2011 (the “Calculation Period”). **Exhibit C-2** shows a preliminary estimate of 2011 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2012. For Licensing Revenue Support Cities identified in **Exhibit C-5**, or other Contracting Cities which have entered into a Licensing Support Contract per **Exhibit F**, **ER** is increased by adding the amount of revenue, if any, estimated to be derived as a result of licensing revenue support provided to the City (the “Licensing Revenue Target” or “**RT**”); this amount is also shown in the column captioned “Estimated Revenue from Proposed Licensing Support” on **Exhibit C-1**). License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ER as compared to Total Licensing Revenue. Notwithstanding the foregoing, “**ER**” may be based on a *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City/County meeting in which Licensing Revenue estimates are presented in preparation for the September 1 Preliminary Estimated Payment Calculation notification), it shall be used in developing the September 1 Preliminary Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment. For the Final Estimated Payment Calculation (due December 15), the County may revisit the previous estimate with the Joint City-County Committee and seek to develop a final consensus revenue estimate. If a consensus is not reached, the County shall apply the Actual Licensing Revenue from the applicable Calculation Period in the calculation of the Final Estimated Payment.

“**T**” is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“V” is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“B” is the “**Budgeted Total Net Allocable Costs**” estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflation Cap**) *less Budgeted Total Non-Licensing Revenue* and *less 50% of Estimated New Regional Revenues*. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in **Exhibit C-4**), or to provide Licensing Revenue Support (described in **Section 7** and **Exhibit C-5**). A preliminary calculation (by service area—Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2013 Payments is set forth in **Exhibit C-3**.

“LF” is the “**Program Load Factor**” attributable to the City. LF has two components, one fixed, and one subject to change each Service Year and at Reconciliation. The first, fixed component relates to the City’s share of Budgeted Total Net Allocable Costs: it is the City’s 2013 Service Year Total Animal Services Cost Allocation (See Column 6 of **Exhibit C-1**) *expressed as a percentage* of the Budgeted Total Net Allocable Costs for 2013. The pre-commitment estimate of LF appears in column 7 of **Exhibit C-1**. This component of LF (as determined based on the Final 2013 Estimated Payment) remains constant for Service Years 2014 and 2015. The second component of LF relates to annexations of areas with a population of 2,500 or more or to Latecomer Cities. This second component is calculated as described in the definition of “**Population**,” below.

“**Total Licensing Revenue**” means all revenue received by the County’s Animal Services Program attributable to the sale of pet licenses excluding late fees. With respect to each Contracting Party, the amount of “**Licensing Revenue**” is the revenue generated by the sale of pet licenses to residents of the jurisdiction. (With respect to the County, the jurisdiction is the unincorporated area of King County.)

“**Total Non-Licensing Revenue**” means all revenue from fine, forfeitures, and all other fees and charges imposed by the County’s Animal Services program in connection with the operation of the Program, *but excluding Total Licensing Revenue, Estimated New Regional Revenues* and **Designated Donations**.

“Estimated New Regional Revenues” (“ENR”) are revenues projected to be received by the County specifically for support of Animal Services which result from regional marketing campaigns (thus excluding local licensing canvassing efforts pursuant to **Section 7**), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services Program. Calculation and allocation of Estimated and Actual New Regional Revenues are further described in **Exhibit C-4**. For Service Year 2013, Estimated New Regional Revenues are assumed to be zero. If New Regional Revenues are received in 2013, they will be accounted for in the reconciliation of 2013 Payments. **ENR** excludes **Designated Donations, Total Non-Licensing Revenue** and **Total Licensing Revenue**.

“Designated Donations” mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

“Licensing Revenue Support” means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7, Exhibit C-5** and **Exhibit F**.

“Annual Budget Inflator Cap” means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities), as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflator Cap.

“Service Year” is the calendar year in which Animal Services are/were provided.

“Calculation Period” is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for Service Years 2013, 2014 and 2015.

“Population” with respect to any Contracting Party for Service Year 2013 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating state shared revenues in the subsequent calendar year (typically published by OFM each July,

reflecting final population estimates *as of April of the same calendar year*). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2012 and before the end of the Service Year. *For example*, when the final Estimated Payment calculation for 2013 is provided on December 15, 2012, the population numbers used will be from the OFM report issued in July 2012 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 2012 and December 31, 2013. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year by adjusting the “**Program Load Factor**” (or “**LF**”) for each Contracting Party. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Preliminary Estimated Payment, Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment in **LF** will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- In the case of an annexation, the **LF** calculation will consider the time the annexed area was in the Contracting Party’s jurisdiction and the portion of the year in which the area was not in such Party’s jurisdiction, as well as the relative shift in population (if any) *attributable solely to the annexation* as between all Contracting Parties, by adding (or subtracting) to the **LF** for each Contracting Party an amount that is 20% (reflecting the general allocation of cost under the Agreement based on population) of the *change in population* for each Contracting Party (*expressed as a percentage* of the Contracting Party’s population as compared to the total population for all Contracting Parties) derived by comparing the Final 2013 Estimated Payment population percentage (**LF**) to the population percentage after considering the annexation. The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the County’s demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely* to the Latecomer City becoming a Contracting Party.

Exhibit C-1 shows the calculation of Pre-Commitment **EP** for Service Year 2013, assuming that the County and all Cities that have expressed interest in signing this Agreement as of May 16, 2012, do in fact approve and sign the Agreement and as a result the Minimum Contract Requirements with respect to all such Cities and the County are met per **Section 15**.

Component Calculation Formulas (used in Service Year 2013):

EC is calculated as follows:

$$EC = \{(C \times .5) \times .8\} \times CFS + \{(C \times .5) \times .2\} \times D\text{-Pop}$$

Where:

“C” is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field) *and less 17%* of Estimated New Regional Revenues (“ENR”). For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Control Services Cost is \$1,690,447, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and Final Estimated Payment for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

“CFS” is the total annual number of Calls for Service for the Service Year for Control Services originating within the City *expressed as a percentage* of the CFS for all Contract Parties within the same Control District. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County’s data system (at the Animal Services call center or the sheriff’s dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment in 2013, the Calculation Period for CFS is calendar year 2011 actual data. **Exhibit C-2** shows a preliminary estimate of 2011 CFS used to determine the Pre-Commitment Estimated 2013 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2012.

“D-Pop” is the **Population** of the City, *expressed as a percentage* of the Population of all jurisdictions within the applicable Control District.

ES for Service Year 2013 is calculated as follows:

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage (“A” as defined below) and instead the Estimated Payment will include a **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times Pop)$$

If the City **does not** qualify for the population-based shelter charge only, ES is determined as follows:

$$ES = (S \times .2 \times Pop) + (S \times .8 \times A)$$

Where:

“S” is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties) *and less* 27% of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Shelter Services Cost is \$2,707,453, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and Final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

“Pop” is the population of the City expressed as a percentage of the Population of all Contracting Parties.

“A” is the total number of animals that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For purposes of the 2013 Estimated Payment, the Calculation Period for “A” is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of “A” for 2011 used to determine the Pre-Commitment Estimated 2013 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2012.

EL for Service Year 2013 is calculated as follows:

$$EL = (L \times .2 \times Pop) + (L \times .8 \times I)$$

Where:

“L” is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year *and less* 6% of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Licensing Cost is \$660,375, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

“Pop” is the Population of the City expressed as a percentage of the population of all Contracting Parties.

“I” is the number of active paid regular pet licenses (e.g., excluding ‘buddy licenses’ or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment in 2013, the Calculation Period for **“I”** is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of **“I”** to be used for calculating the Pre-Commitment Estimated 2013 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2012.

**Regional Animal Services of King County
Pre-Commitment Estimated 2013 Payment Calculation (Annualized)**

Allocation Method: Population = 20%, Usage = 80%, Three (3) Control Districts: 200, 220, with Control Districts 240 and 260 combined into one (500), costs to districts 25%, 25%, 50%. Usage and Licensing Revenue based on 2011 Preliminary Year End.

	Control	Shelter	Licensing	Total Allocated Costs (1)	2011 Licensing Revenue (est)	Estimated Net Cost
Budgeted Total Allocable Costs	\$1,770,487	\$2,819,960	\$673,640	\$5,264,087		
Budgeted Non-Licensing Revenue	\$80,040	\$112,507	\$13,265	\$205,812		
Budgeted New Regional Revenue (50%)	\$0	\$0	\$0	\$0		
Budgeted Net Allocable Costs	\$1,690,447	\$2,707,453	\$660,375	\$5,058,275	\$2,480,689	-\$2,577,586

Animal Control District Number	Jurisdiction	Estimated Animal Control Cost Allocation (2)	Estimated Sheltering Cost Allocation (3)	Estimated Licensing Cost Allocation (4)	Estimated Total Animal Services Cost Allocation	Program Load Factor (9)	2011 Licensing Revenue (Estimated)	Estimated Net Cost Allocation	2013-2015 Transition Funding (Annual) (5)	2013 - 2015 Shelter Credits (Annual) (6)	Estimated Net Costs with Transition Funding and Credits	Estimated Revenue from Proposed Licensing Support (7)	Estimated Net Final Cost (8)
200	Carnation	\$4,118	\$3,497	\$1,239	\$8,854	0.1750%	\$4,752	-\$4,102	\$552	\$0	-\$3,550	\$966	-\$2,584
	Duvall	\$11,261	\$15,264	\$5,351	\$31,876	0.6302%	\$21,343	-\$10,533		\$0	-\$10,533	\$7,658	-\$2,875
	Estimated Unincorporated King County	\$83,837	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kenmore	\$37,911	\$11,592	\$15,423	\$64,926	1.2836%	\$58,602	-\$6,324	\$0	\$0	-\$6,324	\$0	-\$6,324
	Kirkland	\$84,595	\$99,626	\$59,940	\$244,162	4.8270%	\$208,000	-\$36,162	\$0	\$0	-\$36,162	\$23,853	-\$12,309
	Lake Forest Park	\$22,894	\$7,034	\$12,099	\$42,027	0.8309%	\$48,504	\$6,477	\$0	\$0	\$6,477	\$0	\$6,477
	Redmond	\$37,867	\$54,303	\$32,308	\$124,478	2.4809%	\$116,407	-\$8,071	\$0	\$0	-\$8,071	\$0	-\$8,071
	Sammamish	\$35,341	\$44,214	\$31,129	\$110,684	2.1882%	\$117,649	\$6,965	\$0	\$0	\$6,965	\$0	\$6,965
	Shoreline	\$92,519	\$29,677	\$38,194	\$160,391	3.1709%	\$145,689	-\$14,702	\$0	\$0	-\$14,702	\$0	-\$14,702
	Woodinville	\$12,268	\$6,103	\$7,708	\$26,079	0.5156%	\$29,220	\$3,141	\$0	\$0	\$3,141	\$0	\$3,141
	SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)	\$338,775	\$271,310	\$203,392	\$813,477		\$750,166	-\$63,311	\$552	\$0	-\$62,759	\$32,477	-\$30,282
220	Beaux Arts	\$86	\$167	\$246	\$500	0.0099%	\$930	\$430	\$0	\$0	\$430	\$0	\$430
	Bellevue	\$142,322	\$161,486	\$75,249	\$379,056	7.4938%	\$273,931	-\$105,125	\$0	\$0	-\$105,125	\$34,449	-\$70,676
	Clyde Hill	\$1,866	\$3,168	\$1,952	\$6,985	0.1381%	\$7,170	\$185	\$0	\$0	\$185	\$0	\$185
	Estimated Unincorporated King County	\$166,199	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Issaquah	\$53,351	\$46,167	\$16,279	\$115,797	2.2893%	\$55,947	-\$59,850	\$0	\$0	-\$59,850	\$0	-\$59,850
	Mercer Island	\$13,581	\$18,177	\$13,853	\$45,611	0.9017%	\$49,962	\$4,351	\$0	\$0	\$4,351	\$0	\$4,351
	Newcastle	\$16,484	\$12,318	\$4,657	\$33,459	0.6615%	\$15,271	-\$18,188	\$0	\$0	-\$18,188	\$2,599	-\$15,589
	North Bend	\$15,851	\$16,273	\$4,128	\$36,252	0.7167%	\$15,694	-\$20,558	\$1,376	\$596	-\$18,596	\$6,463	-\$12,133
	Snoquemie	\$12,246	\$11,116	\$6,737	\$30,101	0.5951%	\$25,065	-\$5,036	\$0	\$0	-\$5,036	\$0	-\$5,036
	Yarrow Point	\$625	\$561	\$760	\$1,945	0.0385%	\$2,700	\$755	\$0	\$0	\$755	\$0	\$755
SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)	\$256,413	\$269,432	\$123,862	\$649,707		\$446,670	-\$203,037	\$1,376	\$586	-\$201,075	\$43,511	-\$157,564	
500	Kent	\$263,232	\$794,101	\$69,400	\$1,126,733	22.2750%	\$253,944	-\$872,789	\$110,495	\$495,870	-\$266,424	\$0	-\$266,424
	SeaTac	\$79,732	\$184,894	\$13,311	\$277,938	5.4947%	\$47,232	-\$230,706	\$7,442	\$116,611	-\$106,653	\$0	-\$106,653
	Tukwila	\$49,635	\$110,787	\$9,229	\$169,652	3.3639%	\$32,705	-\$136,947	\$5,255	\$61,987	-\$69,705	\$0	-\$69,705
	Black Diamond	\$8,084	\$14,340	\$2,685	\$25,108	0.4964%	\$10,185	-\$14,923	\$1,209	\$3,263	-\$10,451	\$2,001	-\$8,450
	Covington	\$52,490	\$82,456	\$12,634	\$147,580	2.9176%	\$48,982	-\$98,598	\$5,070	\$36,409	-\$57,119	\$0	-\$57,119
	Enumclaw	\$41,747	\$56,672	\$6,920	\$105,340	2.0825%	\$25,307	-\$80,033	\$11,188	\$28,407	-\$40,438	\$5,973	-\$34,465
	Estimated Unincorporated King County	\$309,089	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Maple Valley	\$41,215	\$68,380	\$15,080	\$124,675	2.4648%	\$56,628	-\$68,047	\$6,027	\$6,867	-\$55,153	\$6,956	-\$48,197
	SUBTOTAL FOR CITIES IN 500 (excludes unincorporated area)	\$536,135	\$1,311,631	\$129,259	\$1,977,025		\$474,983	-\$1,502,042	\$146,686	\$749,414	-\$605,942	\$14,930	-\$591,012
	TOTAL FOR CITIES	\$1,131,322	\$1,852,373	\$456,514	\$3,440,209		\$1,671,819	-\$1,768,390	\$148,614	\$750,000	-\$869,776	\$90,918	-\$778,858
Total King County Unincorporated Area Allocation	\$559,125	\$855,080	\$203,861	\$1,618,065	31.9885%	\$808,870	-\$809,195						-\$809,195
	\$1,690,447	\$2,707,453	\$660,375	\$5,058,275	100.00%	\$2,480,689	-\$2,577,586						

Source: Regional Animal Services of King County

Date: Jan 30, 2012 (Draft) Updated 5-25-12

Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway.

Exhibit C-1, cont'd.

Notes:

1. Based on various efficiencies and changes to the RASKC operating budget, adjustments for reduced intakes overall, reduced usage with Auburn out, and shifting two positions out of the model (county sponsored), the 2013 Estimated Budgeted Total Allocable Cost has been reduced to \$5,264,087.
2. One quarter of control services costs are allocated to control districts 200 and 220, and one half of control costs are allocated to district 500, then costs are further allocated 80% by total call volume (2011 Calls - Preliminary year end) and 20% by 2011 population.
3. This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 80% by King County shelter volume intake (2011 Preliminary year end) and 20% by 2011 population.
4. Licensing costs are allocated 20% by population (2011) and 80% by total number of Pet Licenses issued (2011) less \$0.00 Sr. Lifetime Licenses.
5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. For additional detail, see 2010 Interlocal Agreement Exhibit C-4 (2013 column) for more information. Transition Funding does not change for years 2013 - 2015.
6. Credits are allocated to those jurisdictions whose shelter intakes per capita exceeded the system average (.0043) and are intended to help minimize the impact of changing the cost allocation methodology from 50% population/50 usage to the new 20% population/80% usage model. See Interlocal Agreement Exhibit C-4 for more detail.
7. New Transition License Funding has been included for certain jurisdictions to help limit the Estimated Net Final Cost to the 2012 estimated level. Receipt of support is contingent on city providing in-kind services and county ability to provide resources and/or recover costs
8. Net Final Costs greater than \$0 will be reallocated to remaining jurisdictions with a negative net final cost, northern cities Net Final Costs shall be inclusive of their PAWS Sheltering costs.
9. Program Load Factor (LF) , per ILA Exhibit C, Part 4, Estimated Payment Calculation Formula, is the City's share of Budgeted Total Net Allocable Costs: it is the City's 2013 Service Year Total Animal Services Cost Allocation expressed as a percentage of the Budgeted Total Net Allocable Costs for 2013. Refer to the ILA for additional details.

Exhibit C-2

**Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions,
Used to Derive the Pre-Commitment 2013 Estimated**

*Source: Wash. St. Office of Financial Management, KC Office of Management and Budget, Regional Animal Services of KC
Date: February 22, 2012*

Proposed District	Jurisdiction	2011 Population	Estimated 2013 Calls	Estimated 2013 Intakes	Estimated 2013 Licenses
200	Bothell				
	Carnation	1,780	13	5	160
	Duvall	6,715	34	23	712
	Estimated Unincorporated King County	65,642	240	<i>(see total below)</i>	<i>(see total below)</i>
	Kenmore	20,780	116	0	2,021
	Kirkland	80,738	230	109	7,855
	Lake Forest Park	12,610	70	0	1,666
	Redmond	55,150	87	47	3,980
	Sammamish	46,940	85	36	3,970
	Shoreline	53,200	281	0	4,967
Woodinville	10,940	34	0	998	
220	Beaux Arts	300	0	0	33
	Bellevue	123,400	317	185	9,380
	Clyde Hill	2,985	3	3	248
	Estimated Unincorporated King County	87,572	418	<i>(see total below)</i>	<i>(see total below)</i>
	Issaquah	30,690	132	58	1,942
	Mercer Island	22,710	21	11	1,727
	Newcastle	10,410	40	13	520
	North Bend	5,830	42	26	535
	Snoqualmie	10,950	27	10	842
Yarrow Pt	1,005	1	0	100	
500	Kent (Includes Panther Lake Annexation)	118,200	614	1,454	8,555
	SeaTac	27,110	200	339	1,544
	Tukwila	19,050	121	200	1,065
	Auburn	0	0	0	0
	Black Diamond	4,160	18	24	340
	Covington	17,640	132	145	1,642
	Enumclaw	10,920	110	101	872
	Estimated Unincorporated King County	100,333	783	<i>(see total below)</i>	<i>(see total below)</i>
Maple Valley	22,930	89	111	1,919	
City Totals	782,785	2,817	2,900	57,593	
King County Unincorporated Area Totals	187,905	1,441	1,425	27,175	
TOTALS	970,690	4,258	4,325	84,768	

Note: Usage data from 2011 activity. License count excludes Senior Lifetime Licenses

Exhibit C-3

Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2013 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2013 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Control Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$148,361
2	Direct Service Field Staff Costs	\$725,879
3	Call Center Direct Service Staff Costs	\$229,697
4	Overtime, Duty, Shift Differential and Temp Costs	\$80,891
5	Facilities Costs	\$8,990
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$34,000
8	Medical Costs	\$22,500
9	Other Services	\$80,000
10	Transportation	\$141,904
11	Communications Costs	\$38,811
12	IT Costs and Services	\$50,626
13	Misc Direct Costs	\$41,900
14	General Fund Overhead Costs	\$15,842
15	Division Overhead Costs	\$110,490
16	Other Overhead Costs	\$23,096
	2010 Budgeted Total Allocable Control Services Cost	\$1,770,487
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$80,040
18	Less 17% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Control Services Cost	\$1,690,447

NOTES:

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers). Excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$50,000 in service costs associated with mainframe systems.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.

Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Shelter Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$214,815
2	Direct Service Shelter Staff Costs	\$1,168,436
3	Direct Service Clinic Staff Costs	\$286,268
4	Overtime, Duty, Shift Differential and Temp Costs	\$159,682
5	Facilities Costs	\$170,814
6	Office and Other Operational Supplies and Equipment	\$94,200
7	Printing, Publications, and Postage	\$20,000
8	Medical Costs	\$127,500
9	Other Services	\$122,500
10	Transportation	\$10,566
11	Communications Costs	\$6,200
12	IT Costs and Services	\$51,360
13	Misc Direct Costs	\$60,306
14	General Fund Overhead Costs	\$113,614
15	Division Overhead Costs	\$176,572
16	Other Overhead Costs	\$37,124
	2010 Budgeted Total Allocable Shelter Services Cost	\$2,819,960
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$112,507
18	Less 27% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Shelter Services Cost	\$2,707,453

NOTES:

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers). It excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.

- 9 Services for animal control operations vary by year but include costs such as shipping of food provided free of charge and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia costs.

Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Licensing Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$52,917
2	Direct Service Licensing Staff Costs	\$346,523
3	Overtime, Duty, Shift Differential and Temp Costs	\$26,295
4	Facilities Costs	\$13,100
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$74,600
7	Other Services	\$14,500
8	Communications Costs	\$2,265
9	IT Costs and Services	\$77,953
10	Misc Direct Costs	\$2,000
11	General Fund Overhead Costs	\$9,884
12	Division Overhead Costs	\$39,280
13	Other Overhead Costs	\$11,023
	2010 Budgeted Total Allocable Licensing Services Cost	\$673,640
14	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$13,265
15	Less 6% of Estimated New Regional Revenue	-0-
	2010 Budgeted Net Allocable Licensing Services Cost	\$660,375

NOTES:

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$120,000 in service costs associated with mainframe systems.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.

- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.

Exhibit C-4

Calculation and Allocation of Transition Funding Credit ("T"), Shelter Credit ("V"), and Estimated New Regional Revenue ("ENR")

A. Transition Funding Credit

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for Service Years 2013, 2014 and 2015, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in **Table 1** below.

Table 1: Transition Funding Credit – Annual Amount to be allocated each year in the period from 2013-2015

Jurisdiction	Transition Funding Credit
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

B. Shelter Credit

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita shelter intakes ("A") exceed the average for all Contracting Parties. A total of \$750,000 will be applied as a credit in each of the Service Years 2013-2015 to Contracting Cities whose per capita average shelter intakes ("A") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never result in the Estimated Payment amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment.) The 2013 Shelter Credit was determined based on estimated animal

intakes (“A”) for Calendar Year 2011 as shown on **Exhibit C-2**. The \$750,000 was allocated between every Contracting City with animal intakes over the estimated 2011 Program average, based on each Contracting City’s relative per capita animal intakes in excess of the average for all Contracting Parties. The Shelter Credit will be paid at the 2013 level in Service Years 2014 and 2015. The County will consider providing the Shelter Credit in Service Years 2016 and 2017 at the same level as for Service Year 2013.

Table 3: Annual Shelter Credit Allocation—2013 through 2015

City	Shelter Credit
North Bend	\$586
Kent	\$495,870
SeaTac	\$116,611
Tukwila	\$61,987
Black Diamond	\$3,263
Covington	\$36,409
Enumclaw	\$28,407
Maple Valley	\$6,867

C. New Regional Revenue: Estimation and Allocation

Goal

New Regional Revenue for each Service Year shall be estimated as part of the development of the Estimated Payment calculations for such Service Year. The goal of the estimate shall be to reduce the amount of Estimated Payments where New Regional Revenue to be received in the Service Year can be calculated with reasonable certainty. The Estimated New Regional Revenue will be reconciled annually to account for actual New Regional Revenue received, per **Exhibit D**.

Calculation of Estimated New Regional Revenue (ENR)

1. The value of the Estimated New Regional Revenue for Service Year 2013 is zero.
2. For Service Years after 2013, the Estimated New Regional Revenue will be set at the amount the County includes for such revenue in its adopted budget for the Service Year. For purposes of the Preliminary Estimated Payment calculation, the County will include its best estimate for New Regional Revenue at the time the calculation is issued, after first presenting such estimate to the Joint City County Committee for its input.

Application of ENR

1. For Service Years 2013 and 2016, 50% of the Estimated New Regional Revenue is incorporated into the calculations of **EC** and **ES** and **EL** as described in **Exhibit C**, specifically:
 - a. 17% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Control Services Cost.
 - b. 27% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Shelter Services Cost.
 - c. 6% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Licensing Services Cost.

These amounts are reconciled as against actual New Regional Revenue (**ENR_A**) in the annual Reconciliation process. In 2014, 2015 and 2017 the 50% is simply deducted against Budgeted Total Allocable Costs to derive Budgeted Total Net Allocable Costs.

2. For each Service Year, the remaining 50% of Estimated New Regional Revenue is first applied to offset County contributions to the Program, in the following order of priority.
 - a. Offset payments made by the County to fund Transition Funding Credits, Shelter Credits, Impact Mitigation Credits (if any) and un-reimbursed Licensing Revenue Support.
 - b. Offset County funding of Animal Services Program costs that are not included in the cost allocation model described in **Exhibit C**, specifically, costs of:
 - i. The medical director and volunteer coordinator staff at the Kent Shelter.
 - ii. Other County-sponsored costs for Animal Services that are not included in the cost models described in **Exhibit C**.
 - c. In the event any of the 50% of Estimated New Regional Revenue remains after applying it to items (a) and (b) above, the remainder ("**Residual New Regional Revenue**") shall be held in a reserve and applied to the benefit of all Contracting Parties as part of the annual Reconciliation process, in the following order of priority:
 - i. First, to reduce *pro-rata* up to 20% of each Contracting Party's Estimated Total Animal Services Cost Allocation (6th column in the spreadsheet at **Exhibit C-1**), thereby reducing up to all cost allocations based on population. This is the factor "**X**" in the Reconciliation formula.
 - ii. Second, to reduce *pro rata* the amount owing from each Contracting Party with net final costs > 0 after consideration of all other factors in the Reconciliation formula.

Offsets described in (a) and (b) above do not impact the calculation of Estimated Payments or the Reconciliation of Estimated Payments since they are outside the cost model. The allocations described in (c) above, if any, will be considered in the annual Reconciliation as described in **Exhibit D**.

Exhibit C-5
Licensing Revenue Support

- A. The Contracting Cities that will receive licensing revenue support in 2013 are listed below (collectively, these nine cities are referred to as the “Licensing Revenue Support Cities”). These Cities have been selected by comparing the estimated 2013 Net Final Costs shown in **Exhibit C-1** to the 2012 Estimated Net Final Cost.² Where the 2013 Net Final Cost estimate was higher than the 2012 estimate, the difference was identified as the 2013 Licensing Revenue Target.
- B. For any Licensing Revenue Support City in **Table 1** whose Preliminary 2013 Estimated Payment is lower than the Pre-Commitment Estimate shown in **Exhibit C-1**, the Licensing Revenue Target (“RT”) and the Revenue Goal (“RG”) will be the reduced by an amount equivalent to the reduction between the Pre-Commitment and Preliminary Estimated Payment amounts for 2013.

Table 1:
2013 Licensing Revenue Support Cities, Licensing Revenue Targets and Revenue Goals*

City	2013 Licensing Revenue Target “RT” (<i>increment</i>)	Base Year Revenue (2011 Estimate per Exhibit C-2) “Base Amount”	Revenue Goal “RG” (<i>total</i>)
City of Carnation	\$966	\$4,752	\$5,718
City of Duvall	\$7,658	\$21,343	\$29,001
City of Kirkland	\$23,853	\$208,000	\$231,853
City of Bellevue	\$34,449	\$273,931	\$308,380
City of Newcastle	\$2,599	\$15,271	\$17,870
City of North Bend	\$6,463	\$15,694	\$22,157
City of Black Diamond	\$2,001	\$10,185	\$12,186
City of Enumclaw	\$5,973	\$25,307	\$31,280
City of Maple Valley	\$6,956	\$56,628	\$63,584

*Amounts in this table are subject to adjustment per Paragraph B above.

- C. The 2013 Licensing Revenue Target (“RT”) is the amount each City in **Table 1** will receive in 2013, either in the form of additional licensing revenues over the Base Year amount or as a **Licensing Revenue Credit (“LRC”)** applied at Reconciliation.

² For Contracting Cities that purchase shelter services from PAWS, the target was based on the Pre-Commitment 2013 Estimated Payment calculated in February 2012 during contract negotiations.

- D. As further described in **Section 7** and **Exhibit C-5**, licensing revenue support services include the provision of County staff and materials support (which may include use of volunteers or other in-kind support) as determined necessary by the County to generate the Licensing Revenue Target.
- E. In 2014 and 2015, any Licensing Revenue Support City or other Contracting City may request licensing revenue support services from the County under the terms of **Exhibit F**. Provision of such services is subject to the County determining it has capacity to perform such services. *Notwithstanding the foregoing*, a Licensing Revenue Support City for which **RT** is in excess of \$20,000 per year may receive licensing revenue support service in all three years, but only if by September 1, 2012, it commits to providing in-kind support in all three Services Years by executing the contract in **Exhibit F** with respect to *all 3 Service Years* (2013, 2014 and 2015). Allocation of licensing revenue support services in 2014 and 2015 will be prioritized first to meet the County's contractual commitment, if any, to a Licensing Revenue Support City that has entered into a 3-year agreement for such service. Thereafter, service shall be allocated to Licensing Revenue Support Cities requesting such service on first-come, first-served basis; and thereafter to any other Contracting City requesting such service on a first-come, first-served basis.

Table 2:
Calculation of Estimated Payments and Licensing Revenue Credits
for Licensing Revenue Support Cities

For Service Year 2013:

- The Estimated Payment calculation will include the 2013 Licensing Revenue Support Target ("RT"), if any, for the City per Table 1 above in the calculation of Estimated Licensing Revenues ("ER") (these amounts are shown in separate columns on **Exhibit C-1**).
- At Reconciliation:
 - For Cities with a **RT** > \$20,000, Actual Licensing Revenue for 2013 ("**AR**₂₀₁₃") will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**₂₀₁₃
 - if Actual Licensing Revenue for 2013 ("**AR**₂₀₁₃") ≥ Revenue Goal ("**RG**"), then no additional credit is payable to the City ("**LRC**" = \$0)
 - If **AR**₂₀₁₃ < **RG**, then the difference (**RG-AR**) is the Licensing Revenue Credit ("**LRC**") included in the Reconciliation Adjustment Amount *provided that*, for Cities whose **RT** >\$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("**LRC**") when the value of ANFC₀ is being calculated at Reconciliation, *and provided further*, that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

For **Service Year 2014**, if the City and County have executed a Licensing Support Contract per **Exhibit F**, and the City is therefore providing additional in-kind services in order to generate licensing revenue support in 2014, then:

- The Estimated Payment for 2014 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue (“**AR**”) for 2012 or the Revenue Goal (**RG**), whichever is greater. **RG** will be the amount in Table 1 for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
 - For Cities with a **RT** > \$20,000, **AR**₂₀₁₄ will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**₂₀₁₄
 - If Actual Licensing Revenue in 2014 is greater than the Revenue Goal (**AR**₂₀₁₄ ≥ **RG**), then
 - no Licensing Revenue Credit is payable to the City (**LRC** = \$0), and
 - The County shall charge the City for an amount which is *the lesser of*:
 - (a) the cost of County’s licensing support services in 2014 to the City (as defined in the Licensing Support Contract for 2014), or (b) the amount by which **AR**₂₀₁₄ > **RG**.
 - If **AR**₂₀₁₄ < **RG**, then the difference (**RG**-**AR**₂₀₁₄) is **LRC**. The **LRC** amount is added to reduce the City’s costs when calculating the Reconciliation Adjustment Amount, *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* (“**LRC**”) a when the value of ANFC₀ is being calculated at Reconciliation, and *provided further* that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

For **Service Year 2015**, the process and calculation shall be the same as for 2014, e.g.: if the City and County have executed **Exhibit F**, and the City is therefore providing additional in-kind services in order to generate Licensing Revenue Support in 2015, then:

- The Estimated Payment for 2015 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue (“**AR**”) for 2013 (excluding **LRC** paid for Service Year 2013) or **RG**, whichever is greater. **RG** will be the amount in **Table 1** for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
 - For Cities with a **RT** > \$20,000, **AR**₂₀₁₅ will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**₂₀₁₅
 - If Actual 2015 Licensing Revenue is greater than the Revenue Goal (**AR**₂₀₁₅ ≥

RG), then

- no Licensing Revenue Credit is payable to the City (**LRC** = \$0), and
 - The County shall charge the City for an amount which *is the lesser of:*
 - (a) the cost of County's licensing support services in 2015 to the City (as defined in the Licensing Support Contract for 2015), or (b) the amount by which **AR₂₀₁₅** > **RG**.
- If **AR₂₀₁₅** < **RG**, then the difference (**RG-AR₂₀₁₅**) is **LRC**. The **LRC** amount is added to reduce the City's costs when calculating the Reconciliation Adjustment Amount; *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("LRC") when the value of **ANFC₀** is being calculated at Reconciliation, and *provided further* that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

Exhibit C-6:

Summary of Calculation Periods for Use and Population Components

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. See **Exhibit C** for complete formulas and definitions of the formula components.

ER is estimated Licensing Revenue attributable to the City

CFS is total annual number of Calls for Service originating in the City

A is the number of animals in the shelter attributable to the City

I is the number of active paid regular pet licenses issued to City residents

ENR is the New Regional Revenue estimated to be received during the Service Year

Pop is Population of the City expressed as a percentage of all Contracting Parties; **D-Pop** is

Population of the City expressed as a percentage of the population of all jurisdictions

within a Control District

Calculation Periods -- Service Year 2013

Component	Preliminary Estimated 2013 Payment (published August 2012)	Estimated 2013 Payment (final) (published December 15 2012)	Reconciliation Payment Amount (determined June 2014)
ER (Estimated Revenue)	Actual 2011	Same	Actual 2013
CFS (Calls for Service)	Actual 2011	Same	N/A
A (Animal intakes)	Actual 2011	Same	N/A
I (Issued Pet Licenses)	Actual 2011	Same	N/A
ENR (Estimated New Regional Revenue)	Estimated 2013 (\$0)	Estimated 2013 (\$0)	Actual 2013
Pop, D-Pop (Population)	July 2012 OFM report, adjusted for annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2012 and before the	Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2012 and before the end of 2013	Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April and before the end of 2013

	end of 2013.		
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Calculation Periods: Service Year 2014

Component	Preliminary Estimated 2014 Payment (published September 2013)	Estimated 2014 Payment (published December 2013)	Reconciliation Payment Amount (determined June 2015)
ER	Actual 2012	Same	Actual 2014
CFS	N/A	N/A	N/A
A	N/A	N/A	N/A
I	N/A	N/A	N/A
ENR	Estimated 2014	Estimated 2014	Actual 2014
Pop, D-Pop	July 2012 OFM report, adjusted for all annexations \geq 2,500 known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014.	Same, adjusted for all annexations \geq 2,500 known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014	Same, adjusted for all annexations \geq 2,500 (and Latecomer Cities joining) occurring after April 2012 and before the end of 2014

Calculation Periods: Service Year 2015

Component	Preliminary Estimated 2015 Payment (published September 2014)	Estimated 2015 Payment (published December 2014)	Reconciliation Payment Amount (determined June 2016)
ER	Actual 2013	Same	Actual 2015
CFS	N/A	N/A	N/A
A	N/A	N/A	N/A
I	N/A	N/A	N/A
ENR	Estimated 2015	Estimated 2015	Actual 2015
Pop, D-Pop	July 2012 OFM report, adjusted for all annexations \geq 2,500 known take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015.	Same, adjusted for all annexations \geq 2,500 known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015	Same , adjusted for all annexations \geq 2,500 occurring (and Latecomer Cities joining) after April 2012 and before the end of 2015

If the Agreement is extended past 2015 for an additional 2 years, the calculation periods for 2016 shall be developed in a manner comparable to Service Year 2013, and for 2017 shall be developed in a manner comparable to year 2014.

Exhibit C-7
Payment and Calculation Schedule

Service Year 2013

Item	Date
Preliminary estimate of 2013 Estimated Payments provided to City by County	August 1, 2012
Final Estimated 2013 Payment calculation provided to City by County	December 15, 2012
First 2013 Estimated Payment due	June 15, 2013
Second 2013 Estimated Payment due	December 15, 2013
2013 Reconciliation Adjustment Amount calculated	On or before June 30, 2014
2013 Reconciliation Adjustment Amount payable	On or before August 15, 2014

Service Year 2014

Item	Date
Preliminary estimate of 2014 Estimated Payments provided to City by County	September 1, 2013
Final Estimated 2014 Payment calculation provided to City by County	December 15, 2013
First 2014 Estimated Payment due	June 15, 2014
Second 2014 Estimated Payment due	December 15, 2014
2014 Reconciliation Adjustment Amount calculated	On or before June 30, 2015
2014 Reconciliation Adjustment Amount Payable	August 15, 2015

Service Year 2015

Item	Date
Preliminary estimate of 2015 Estimated Payments provided to City by County	September 1, 2014
Final Estimated 2015 Payment calculation provided to City by County	December 15, 2014
First 2015 Estimated Payment due	June 15, 2015
Second 2015 Estimated Payment due	December 15, 2015
2015 Reconciliation Adjustment Amount calculated	On or before June 30, 2016
2015 Reconciliation Adjustment Amount Payable	August 15, 2016

If the Agreement is extended past December 31, 2015, the schedule is developed in the same manner as described above for years 2016 and 2017.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

County convenes interested Contracting Cities to discuss (1) a possible extension on the same terms and (2) a possible extension on different terms.	September 2014
Notice of Intent by either Party not to renew agreement on the same terms (Cities also indicate whether they wish to negotiate for an extension on different terms or to let Agreement expire at end of 2015)	March 1, 2015
Deadline for signing an extension (whether on the same or amended terms)	July 1, 2015

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional two years.

Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)	Quarterly, each March 31, June 30, September 30, December 31
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Except as otherwise provided for Licensing Revenue Support Cities with a Licensing Revenue Target greater than \$20,000/year, requests for **Licensing Revenue Support** in Service Years 2014 or 2015 may be made at any time between June 30 and October 31 of the prior Service Year. (See **Exhibit C-5** for additional detail).

Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, various credits, and New Regional Revenue, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an “Adjusted Net Final Cost” (“ANFC”) calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this **Exhibit D**.

As noted in **Section 7** of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service, if applicable), such excess will be reinvested to reduce costs incurred by other Contracting Parties. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in **Exhibit C** or the body of the Agreement.

Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript “0” denotes the initial calculation; subscript “1” denotes the final calculation.

$$\text{ANFC}_0 = (\text{AR} + \text{T} + \text{V} + \text{X} + \text{LRC}) - (\text{B} \times \text{LF})$$

- A. If $\text{ANFC}_0 \geq 0$, i.e., revenues and credits are greater than costs (adding the cost factor “W” in the formula for Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), **then:**

$\text{ANFC}_1 = 0$, i.e., it is *reset to zero* and the difference between ANFC_0 and ANFC_1 is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and **all such excess amounts from all Contracting Parties where $\text{ANFC}_0 \geq 0$ are allocated pro-rata to parties for which $\text{ANFC}_1 < 0$** , per paragraph B below. Contracting Parties for which $\text{ANFC}_0 \geq 0$ do not receive a reconciliation payment.

- B. If $ANFC_0 < 0$, i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), then the negative dollar amount is not “reset” and $ANFC_1$ is the same as $ANFC_0$. Contracting Parties in this situation will receive a *pro-rata* **allocation from the sum of excess revenues from those Parties for which $ANFC_0 \geq 0$** per paragraph A. In this way, excess revenues are reallocated across Contracting Parties with net final costs.
- C. If, after crediting the City with its *pro rata* share of any excess revenues per paragraph B, $ANFC_1 < \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the County to the City no later than August 15; if $ANFC_1 > \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is **Actual Licensing Revenue** attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year, adjusted for Cities with a Licensing Revenue Target > \$20,000 as described in **Exhibit C-5**. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total AR).

“T” is the Transition Funding Credit, if any, for the Service Year.

“V” is the Shelter Credit, if any, for the Service Year.

“W” is the actual amount paid by a City receiving shelter services to PAWS for such services during the Service Year, if any, plus the actual amount paid by a City to the County for the purchase of Enhanced Control Services during the Service Year, if any.

“X” is the amount of Residual New Regional Revenue, if any, allocable to the City from the 50% of New Regional Revenues which is first applied to offset County costs for funding Shelter Credits, Transition Funding Credits and any Program costs not allocated in the cost model. The residual is shared amongst the Contracting Parties to reduce *pro-rata* up to 20% of each Contracting Party’s Estimated Total Animal Services Cost Allocation (See column titled “Estimated Total Animal Services Cost Allocation” in the spreadsheet at **Exhibit C-1**).

“LRC” is the amount of any **Licensing Revenue Credit or Charge** to be applied based on receipt of licensing support services. For a Licensing Revenue Support City designated in **Exhibit C-5**, the amount shall be determined per **Table 2** of **Exhibit C-5** and the associated

Licensing Support Contract, if any. Where a Licensing Revenue Support City is due a Licensing Revenue Credit, the amount applied for this factor is a positive dollar amount (e.g., increases City's revenues in the amount of the credit); if a Licensing Revenue Support City is assessed a Licensing Revenue Charge, the amount applied for this factor is a negative amount (e.g., increases City's costs). For any Contracting City receiving licensing support services per a Licensing Support Contract/ **Exhibit F** other than a Licensing Revenue Support City, **LRC** will be a negative amount (increasing the City's costs) equal to the County's cost of the licensing support set forth in the Attachment A to the Licensing Support Contract.

"B" is the **"Budgeted Total Net Allocable Costs"** as *estimated* for the Service Year for the provision of Animal Services to be allocated between all the Contracting Parties for the purposes of determining the Estimated Payment, calculated as described in **Exhibit C**.

"LF" is the **"Program Load Factor"** attributable to City for the Service Year, calculated as described in **Exhibit C**. **LF** will be recalculated if necessary to account for annexations of areas with a population of 2,500 or more people, or for Latecomer Cities if such events were not accounted for in the Final Estimated Payment Calculation for the Service Year being reconciled.

Additional Allocation of New Regional Revenues after calculation of all amounts above: If there is any residual New Regional Revenue remaining after allocating the full possible **"X"** amount to each Party (to fully eliminate the population based portion of costs), the remainder shall be allocated on a *pro rata* basis to all Contracting Parties for which $ANFC_1 < 0$. If there is any residual thereafter, it will be applied to improve Animal Services.

Exhibit E

Enhanced Control Services Contract (Optional)

Between City of _____ (“City”) and King County (“County”)

The County will to offer Enhanced Control Services to the City during Service Years 2013, 2014 and 2015 of the **Animal Services Interlocal Agreement for 2013 Through 2015** between the City and the County dated and effective as of July 1, 2012 (the “Agreement”) subject to the terms and conditions as described herein. **The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.**

A. The City may request services under two different options, summarized here and described in further detail below:

Option 1: for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City (“Dedicated Officer”). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15 of the year prior to the Service Year in which the service is requested.

Option 2: for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time from the 6 Animal Control Officers staffing the three Control Districts. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term “Dedicated Officer” used in context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City (“Dedicated Officer”) as described in **Attachment A** and this Contract.

1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service in 2010, in 2010 dollars, and include the cost of the employee (salary, benefits), equipment and animal control vehicle for the employee’s use). Costs are subject

to adjustment each year, limited by the Annual Budget Inflation Cap (as defined in the Agreement).

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
 3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in **Exhibit D** of the Agreement.
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general quarterly calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided. Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar

quarter, excepting that during the 4th quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15th. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

- H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

- I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A.1, a Contract may not be terminated if the term of service resulting is less than one year.

- J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this ____ day of _____, 201__.

King County

City of _____

Dow Constantine
King County Executive

By:
Mayor /City Manager

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Exhibit E: Attachment A

ENHANCED CONTROL SERVICES OPTION REQUEST

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City _____

Requested Enhanced Control Services Start Date: _____

Requested Enhanced Control Services End Date: _____*

*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

_____ Option 1:

% of Full Time Equivalent Officer (FTE) requested: _____ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

_____ Option 2:

Overtime Hours purchase from existing ACO staff: ____ hours per (week /month)

General Description of desired services (days, hours, nature of service):

_____.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

_____.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and variously scheduled service, *including but not limited to adjusting allocations of service from*

increments of 20% to 25%, in order to develop workable employment and scheduling for the officers within then-existing workrules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A.1. .Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. *For example*, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

Column 1: Aggregate of 50% of an FTE Requested by all Participating Cities	Column 2: Aggregate of 1 FTE Requested by all Participating Cities
<p>Cost to City: (% of Half-Time FTE requested) x \$75,000/year in 2010*</p> <p><i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$18,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months).</p> <p>** (50% of a Half-Time FTE)</p>	<p>Cost to City: (% of FTE requested) x \$115,000/year in 2010 *</p> <p><i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,375 and City C would pay \$28,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months)</p>

* This example is based on 2010 costs. Actual costs will be based on actual Service Year FTE costs.

For Option 2:

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this ___ day of _____, 201__.

City of _____

By: _____

Its _____

To be completed by King County:

___ **Option 1:** The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:

\$_____.

___ **Option 2:** the County confirms its ability to provide control service overtime hours as follows (*insert description – days/hours*):

Such overtime hours shall be provided at a cost of \$_____, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: _____

Its _____

Date: _____

Exhibit F

Licensing Support Contract (Optional)

Between City of _____ (“City”) and King County (“County”)

The County is prepared to offer licensing revenue support to the City subject to the terms and conditions described in this Licensing Support Contract (“Contract”). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement for 2013 Through 2015 (the “Agreement”).

- A. Service Requests, Submittal:** Requests to enter into a licensing support contract should be made by submitting the Licensing Revenue Support Services Request (**Attachment A** to this **Exhibit F**) to the County between June 30 and October 31 of the calendar year prior to year in which such services are requested (“Service Year”). A separate Request shall be submitted for each Service Year, excepting that a Licensing Support City with a revenue target in excess of \$20,000/year may submit a request by September 1, 2012 in order to receive service in all three Service Years (2013, 2014 and 2015).
- B. County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff available, and consistent with the priorities stated in **Section 7.c** and **Exhibit C-5** of the Agreement.
- C. Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. Activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide licensing support services to the City, the County shall identify the cost for such service for each applicable Service Year. If the City accepts the County’s proposed costs, it shall so signify by countersigning **Attachment A**.
- D. Services Provided by City:** In exchange for receiving licensing revenue support from the County, the City will provide the following services:
1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City’s cost. The County will provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.
 2. Dedicate a minimum level of volunteer/staff hours per month (averaged over the year), based on the City’s Licensing Revenue Target for the Year (as

specified/selected in Attachment A) to canvassing and/or mailings and outbound calls to non-renewals. City volunteer/staff hour requirements are scaled based on the size of the Licensing Revenue Target per **Table A** below:

Table A: Volunteer/Staff Hours to be Provided by City

If the Licensing Revenue Target for the Service Year is between:	The City shall provide volunteer/staff hours support (averaged over the year)
\$0 and \$5,000	9 hours per month
\$5,001-\$10,000	18 hours per month
\$10,000-\$20,000	27 hours per month
\$20,001 and \$40,000	36 hours per month
>\$40,000	45 hours per month

3. Provide representation at a minimum of two public events annually to inform City residents about the Animal Services Program and promote pet licensing.
4. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city’s website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
5. Appoint a representative to serve on the joint City-County marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

E. Selection of Licensing Revenue Target and Payment for Licensing Revenue Support:

1. For **Licensing Revenue Support Cities** (those identified in **Exhibit C-5** of the Agreement):
 In 2014 and 2015, Licensing Revenue Support Cities may receive licensing revenue support intended to generate total annual Licensing Revenue at or above the Revenue Goal in Table 1 of **Exhibit C-5**. The City will receive a **Licensing Revenue Credit or Charge** at Reconciliation in accordance with the calculations in **Table 2** of **Exhibit C-5**. A Licensing Revenue Support City may request service under subparagraph 2 below.
2. For **all other Contacting Cities**: The City will identify a proposed Licensing Revenue Target in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall identify its annual cost to provide service designed to achieve the target. At Reconciliation, the City shall be charged for licensing support service at the cost specified and agreed in **Attachment A** (the “**Licensing Revenue Charge**”),

regardless of the amount of Licensing Revenue received by the City during the Service Year (see Exhibit D of the Agreement for additional detail).

F. Other Terms and Conditions:

1. Before January 31 of the Service Year, each Party will provide the other with a general calendar of in-kind services to be provided over the course of the Service Year.
2. Each Party will provide the other with a monthly written report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than 2 months' advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed effective as of this ___ day of ____, 201_.

King County

City of _____

 Dow Constantine
 King County Executive

 By:
 Mayor /City Manager

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Exhibit F: Attachment A
LICENSING REVENUE SUPPORT SERVICES REQUEST

(to be completed by City requesting licensing support services; one request per Service Year except for a Licensing Support City with a Licensing Revenue Target over \$20,000/year; final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the Contract for Licensing Support Services—**Exhibit F** of the *Animal Services Interlocal Agreement for 2013 Through 2015* (“the Agreement”) dated effective as of July 1, 2012.)

1. City _____ Date of Request: _____

2. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$_____

Note:

- For Licensing Revenue Support Cities, the Licensing Revenue Support Target is defined in **Table 1** of **Exhibit C-5** of the Agreement, unless the Parties otherwise agree.
 - The amount of volunteer/staff hours and other in-kind services required of the City in exchange for receipt of licensing support services is based on the size of the Licensing Revenue Target (see Licensing Support Contract/**Exhibit F** of Agreement).
3. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:
Name:
Title:
Phone:
Fax:

I understand that:

- A. provision of licensing revenue support services is subject to the County determining it has staff available to provide the services;
- B. For Contracting Cities other than Licensing Revenue Support Cities, the County may propose an adjustment in the requested Licensing Revenue Target;
- C. the County will, by September 1 of the current calendar year, provide the City with a firm cost to provide the amount of licensing support services the County proposes to provide by completing this **Attachment A**;
- D. the County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services;
- E. Receipt of service is subject to County and City agreeing on the Licensing Revenue Target and County charge for these services (incorporated in

calculation of the **Licensing Revenue Credit/Charge** per the Agreement), and executing the Licensing Support Contract (**Exhibit F** of the Agreement).

Request signed as of this ___ day of _____, 201__.
City of _____

By: _____
Its: _____

To be completed by King County:

The County offers to provide the City licensing revenue support services in Service Year 201___ intended to generate \$_____ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$_____, some or all of which cost may be charged to the City in calculating the Licensing Revenue Charge, as further described in the Licensing Support Contract and **Exhibits C-5** (for Licensing Support Cities) and **D** of the Agreement.

King County

By: _____
Its: _____
Date: _____

To be completed by the City:

The County offer is accepted as of this ___ day of _____, 201__.
City of _____

By: _____
Its: _____

SUBJECT: CONSIDER AWARDING CONSTRUCTION CONTRACT FOR COVINGTON COMMUNITY PARK PHASE 1 PROJECT (CIP 1010)

RECOMMENDED BY: Scott Thomas, Parks Director

ATTACHMENT(S):

1. Project Bid Tabulation Summary
2. Engineer's Estimate
3. King Conservation District letter
4. CIP 1010 Budget Sheet

PREPARED BY: Don Vondran, PE, City Engineer

EXPLANATION:

On April 27, 2012, the city advertised the subject project for construction. On May 17, 2012, bids were opened from 7 contractors. The bids consisted of a base bid along with 3 additives for items needed if funding was available. Additive #1 was for higher fence posts and netting on each end of the field to extend above the 8 feet that was included in the base bid. Additive #2 was for an informational Kiosk and additive #3 was for additional benches to be installed within the park. All of the additives can be done at a later date if funding doesn't allow them to be completed as part of this project. The Engineer's Estimate for the Project (not including bid additives) was \$1,475,006.88. The lowest bid was from Goodfellow Bros. Inc. at \$1,417,467.00 (not including additives). The details of the bids can be seen in the Project Bid Tabulation Summary (Attachment 1).

Of the 7 bids received, 2 bids were below the Engineer's estimate and a third was just over the estimate by approximately \$23,000. There were a couple of bids that were significantly over the engineer's estimate by approximately \$500,000 but overall the project appears to have received good bids.

ALTERNATIVES:

1. Reject all Bids and re-advertise the project for competitive bids later. Re-advertisement of the project would be required. There are no indications that the bids would be less than the bids already received. This alternative would delay the project by a minimum of two months, and could possibly miss the construction season of 2012 and delay the opening of the park to 2014. In addition, this could jeopardize the grant funds that were to be expended in 2012.
2. Choose not to proceed with development of the project and thereby decline the grants received for the project and repay that portion of the grants used to date for design.

FISCAL IMPACT:

The following analysis is based on the project being awarded without any bid additives to the lowest most qualified bidder which would be Goodfellow Bros.

Covington Community Park Phase 1 has had its challenges in getting a funded project to construct. There were several grants that were obtained and expected based on the nature of the project. One of the funding sources that was allocated for this project was from the King Conservation District (KCD) in the amount of \$100,569. These funds were based on collections received from parcels within the City of Covington over the last several years. A recent court ruling has jeopardized these funds and has resulted in KCD suspending any grants in 2012. Details regarding this issue are included in Attachment 3.

This loss in KCD funds roughly equates to the 10% (of contract bid amount) contingency that is typically included in the budget for issues that arise during construction. Removal of the contingency results in the balancing of the budget for this project (see Attachment 4), but removes the ability to pay for unforeseen issues or conditions that are likely to arise. There are a couple of changes to the plans that are currently being put together that will result in a reduction in costs to the city. These reductions are estimated to be around \$30,000 (once redesign costs are taken into consideration), which results in re-establishing a small contingency.

Staff recommends that the project be awarded to Goodfellow Bros. and cumulative reserve funds be utilized, if needed, for contingency up to \$100,000.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to award the Covington Community Park – Phase 1 project in the amount of \$1,417,467.00 to Goodfellow Bros, Inc.

Council member _____ moves, Council member _____ seconds, to authorize the use of cumulative reserve funds up to \$100,000 as a contingency to address unforeseen issues that may arise during construction.

REVIEWED BY: City Manager, City Attorney, Finance Director

ATTACHMENT 1

City of Covington Covington Community Park - Phase 1 (CIP 1010) Bid Opening: May 17, 2012 - 1:00 PM

	Contractor Name	Schedule 1 Park and Frontage Improvements	Additive #1 Higher Fence Posts Additional Netting	Additive #2 Kiosk	Additive #3 Benches	Grand Total
1	Stan Palmer Construction Inc.	\$1,921,847.00	\$23,000.00	\$28,000.00	\$14,400.00	\$1,987,247.00
2	Terra Dynamics Inc.	\$1,570,000.00	\$22,000.00	\$15,000.00	\$9,500.00	\$1,616,500.00
3	Goodfellow Bros. Inc.	\$1,417,467.00	\$19,000.00	\$9,500.00	\$10,500.00	\$1,456,467.00
4	Ohno Construction Company	\$1,498,500.00	\$21,800.00	\$26,500.00	\$9,100.00	\$1,555,900.00
5	Bargmann Enterprises LLC	\$1,457,000.00	\$23,000.00	\$2,500.00	\$10,000.00	\$1,492,500.00
6	Westwater Construction Company	\$1,925,000.00	\$15,000.00	\$15,000.00	\$9,000.00	\$1,964,000.00
7	A-1 Landscaping Construction	\$1,740,888.00	\$26,000.00	\$38,000.00	\$12,000.00	\$1,816,888.00

ATTACHMENT 2

100% Construction Estimate

Demo/site prep	\$ 48,024.00
TESC	\$ 23,175.00
Earthwork	\$ 167,688.75
Paving and Surfacing	\$ 293,372.00
Concrete Work	\$ 86,868.50
Site Furnishings	\$ 87,678.50
Planting	\$ 275,847.30
Irrigation	\$ 85,524.85
Site Electrical	\$ 71,850.00
Storm Drainage	\$ 49,490.00
Athletic Field Sub-Drainage	\$ 31,401.50
Domestic Water	\$ 19,610.00
Frontage Improvements	\$ 37,262.00
 Subtotal	 \$ 1,277,792.40
 mobilization including survey (6%)	 \$ 76,667.54
 Subtotal	 \$ 1,354,459.94
Sales Tax (8.9%)	\$ 120,546.94
 Subtotal (Construction, mob, and tax)	 \$ 1,475,006.88
 Construction Contingency (10%)	 \$ 135,445.99
 Construction Contract Estimate (Total)	 \$ 1,610,452.87
 Construction Admin (Supplement 2 &3 - MacLeod Reckord)	 \$ 55,572.00
 Soft Costs	
PSE	\$ 10,000.00
CWD	\$ 144,099.00
 Construction Soft Costs	 \$ 154,099.00
 Total Construction Project Costs (Contract, Admin and Soft Costs)	 \$ 1,820,123.87
 Alternatives	
Alternate 1 - Add Netting & Extend Posts above 8'	\$ 28,050.46
Alternate 2 - Add Kiosk	\$ 7,503.21
Alternate 3 - Add 5 Benches	\$ 10,654.56
 Construction Cost of alternatives	 \$ 46,208.23



King Conservation District

1107 SW Grady Way Suite 130 • Renton, WA 98057 • Phone (425) 282-1900 • Fax (425) 282-1898 • www.kingcd.org

March 20, 2012

Hello King Conservation District Partners, Cooperators and Friends,

I am writing to you today to let you know about some significant recent events that will impact the King Conservation District's services and grant programs in 2012. The long awaited Washington State Supreme Court ruling in the Cary v. Mason County case was issued on February 16, 2012. The Court ruled 9-0 that the Mason County Ordinance imposing a special assessment of \$5.00 per parcel plus zero cents per acre was invalid because it failed to meet the statutory requirement (RCW 89.08.400(3)) which requires counties to classify lands into suitable classifications according to benefits conferred. The Court ruled that a classification with a per acre rate of zero cents is not a suitable classification for lands that benefit from a district's activities.

Impact of the Ruling

Because King CD receives funding through a King County Ordinance that contains a classification of lands similar to that included in the Mason County Ordinance, our assessment will likely be declared to be invalid on similar grounds. As you may know, King CD has funded its grant programs as well as its core operations with assessment funds. As it stands right now, ***King CD does not anticipate that there will be 2012 assessment funding available for District operations or District grants.***

2013 and Beyond

In order to address previous legal challenges and arguments made by other property owners relating to the imposition of special assessments, a coalition of Conservation Districts, including King CD, Pierce CD and Spokane CD worked with legislators to introduce a bill (HB2567) to the state legislature which provides for a system of rates and charges as an alternative to the special assessment system. This bill has passed through the 2012 legislature and will be signed by the Governor today. The bill will provide an alternative option for the future. However, ***it cannot be implemented until 2013*** because of the clearly defined statutory process for adopting a new rates and charges system.

The Near Future

When conservation funding was more plentiful five to six years ago, the King CD Board prudently began building a reserve fund to temporarily cover its operations and core programs and thus be able to support its partners should a funding emergency occur. Unfortunately, the funding challenges that plagued conservation programs from 2006 forward prevented the District from growing its reserve to the level initially intended.

The District is currently moving forward on several fronts to ascertain what unanticipated expenses are, and will be incurred, in 2012 in order to cope with the new situation. ***Additionally, the District is working on an analysis of what cuts can be made to operations, programs and grants for 2012 and the first half of 2013 when new revenue will be available.*** King Conservation District will be consulting with King County, its jurisdictional partners, the watershed forums and partner NGOs, both directly and through its Advisory Committee, to mitigate disruption to the District's operations and grant programs until a new funding system can be developed and implemented. We ask for your understanding, support and assistance as we work together to find solutions to this challenge.

Bill Knutsen,

A handwritten signature in blue ink that reads "Bill Knutsen".

Chair, King Conservation District

Project Title Covington Community Park

CIP # 1010

Scope of Work Covington Community Park

	Total	2008	2009	2010	2011	2012	2013 Budget
<u>Project Costs</u>							
Projected Beginning Fund Balance January 1		-	9,842	204,424	109,225	532,982	(46,493)
<u>Project Expenditures</u>							
594.76.41.02 Preliminary Engineering	60,158	60,158	-	-	-	-	-
594.76.44.01 Advertising/Public Notices	750	-	-	-	-	750	-
594.76.41.10 Prof Svc - Legal/Title/Appraisal etc	528,688	-	330,251	126,374	72,063	-	-
594.76.61.01 Land Improvements	857	-	557	-	300	-	-
594.76.61.00 Land	-	-	-	-	-	-	-
594.76.63.00 Other Improvements	1,128	-	-	-	1,128	-	-
594.76.63.00 Construction Contract	1,417,467	-	-	-	-	1,417,467	-
594.76.63.00 Permits (King County)	1,340	-	-	-	-	1,340	-
594.76.41.02 Staff Time	26,020	-	-	-	-	26,020	-
594.76.41.02 Grant Administration	8,750	-	-	-	-	8,750	-
594.76.41.02 Construction Administration (MacLeod Reckord)	55,572	-	-	-	-	55,572	-
594.76.63.00 Covington Water District	144,099	-	-	-	-	144,099	-
PSE	10,000	-	-	-	-	10,000	-
Total Project Costs	2,254,829	60,158	330,809	126,374	73,491	1,663,998	-
<u>Project Revenues</u>							
Funding From King County	70,000	70,000	-	-	-	-	-
Transfer In - General Fund	525,390	-	525,390	-	-	-	-
Transfer In - CIP Fund	2,183	-	-	2,183	-	-	-
Mitigation Fees	28,993	-	-	28,993	-	-	-
WWRP-LP Grant	-	-	-	-	81,807	368,193	50,000
King County YSFG	-	-	-	-	-	75,000	-
Legislative Appropriation/CTED	-	-	-	-	304,229	395,771	-
King Conservation District (Funding Removed)	-	-	-	-	-	-	-
King County Parks Levy	-	-	-	-	111,212	43,991	-
1/2% Utility Tax (per 10/25/11)	-	-	-	-	-	135,000	-
800 Reserve Fund Transfer (per 10/25/11)	-	-	-	-	-	66,568	-
Total Project Revenues	626,565	70,000	525,390	31,175	497,248	1,084,523	50,000
Projected Ending Fund Balance December 31		9,842	204,424	109,225	532,982	(46,493)	3,507

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

June 26, 2012 – City Council Regular Meeting

(Draft Agenda Attached)



Covington: Unmatched quality of life



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

Tuesday, June 26, 2012
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Recognition of 47th District Legislators

RECEPTION HONORING LEGISLATORS

PUBLIC COMMUNICATION Continued

- Parks & Recreation Month Proclamation – July 2012 (Pand)
- Annual Update from King County Councilmember Reagan Dunn
- Presentation on Transfer of Development Rights for Infrastructure (Darren Greve, King County)

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

APPROVE CONSENT AGENDA

- C-1. Minutes of June 12, 2012 Special Meeting and June 12, 2012 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Adopt 2013 – 2018 Transportation Improvement Program (Vondran)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: May 10 & June 14 Meetings.
- Arts Chair Sandy Bisordi: June 14 Meeting.
- Planning Chair Daniel Key: June 7 Meeting; June 21 Meeting Canceled.
- Parks & Recreation Chair Steven Pand: June 20 Meeting.
- Budget Priorities Advisory Committee Liaison Darren Dofelmier: June 6 & June 20 Meetings.
- Economic Development Council Co-Chair Jeff Wagner: May 24 Meeting

NEW BUSINESS

1. Adopt Revised Employee Handbook (Beaufriere)
2. Discuss Selection of Citizen and Honorary Citizen of the Year (Slate)

COUNCIL/STAFF COMMENTS

Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

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