



## CITY COUNCIL SPECIAL & REGULAR MEETING AGENDA

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

Tuesday, August 11, 2015

7:00 p.m.

City Council Chambers

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

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*Note: The City Council will interview Planning Commission & Arts Commission applicants beginning at 5:20 p.m.*

### CALL CITY COUNCIL REGULAR MEETING TO ORDER

### ROLL CALL/PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

### PUBLIC COMMUNICATION

- Report on Drug Dependency Resources & Trends (Brad Finegood, Prevention & Treatment Coordinator, Mental Health, Chemical Abuse & Dependency Services Division, King County; Norman Johnson, Therapeutic Health Services; and Detective Anthony Mullinax, Special Enforcement Team, KCSO)

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

### APPROVE CONSENT AGENDA

- C-1. Minutes: July 14, 2015 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Resolution Adopting Victorian Meadows Final Plat (Lyons)
- C-4. Approve Watershed Resource Inventory Area (WRIA) 9 Interlocal Agreement Renewal (Scott)
- C-5. Approve Interlocal Agreement with King County Sheriff's Office for Use of Electronic Fingerprint Capture Equipment (Scott)

### PUBLIC HEARING

1. Public Hearing and Consideration of an Ordinance Extending the Moratorium on Medical Marijuana Production and Processing Facilities, Dispensaries, and Collective Gardens for Six Months (Hart)

### NEW BUSINESS

2. Consider Appointments to Planning Commission (Council)

### COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

### EXECUTIVE SESSION

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

### ADJOURN

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

**Consent Agenda Item C-1**

Covington City Council Meeting

Date: August 11, 2015

SUBJECT: APPROVAL OF MINUTES: JULY 14, 2015 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to approve the July 14, 2015 City Council Regular Meeting Minutes.**

**City of Covington  
Regular City Council Meeting Minutes  
Tuesday, July 14, 2015**

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

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington, Washington, Tuesday, July 14, 2015, at 7:13 p.m., with Mayor Margaret Harto presiding.

**COUNCILMEMBERS PRESENT:**

Margaret Harto, Joe Cimaomo, Mark Lanza (arrived @ 7:15 p.m.), Marlla Mhoon, Jim Scott (arrived @ 7:30 p.m.), Sean Smith, and Jeff Wagner.

**Council Action: Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to excuse Councilmembers Lanza and Scott. Vote: 5-0. Motion carried.**

**STAFF PRESENT:**

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufriere, Personnel Manager; Andy McCurdy, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Bob Lindskov, City Engineer; Brian Bykonen, Associate Planner/Code Enforcement Officer; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

**Council Action: Mayor Pro Tem Wagner moved and Councilmember Mhoon seconded to approve the Agenda. Vote: 5-0. Motion carried.**

**PUBLIC COMMUNICATION:**

- Covington Lobbyists Briahna Taylor and Alex Soldano, with Gordon Thomas Honeywell Governmental Affairs, provided a summary of the legislative session.
- Colin Lund with Oakpointe provided an update on the Hawk Property, now called Lakepointe, with a PowerPoint presentation and video.
- Council presented Laura Morrissey with a proclamation as Citizen of the Year.

Council recessed at 8:05 p.m. for a reception for the Citizen of the Year and reconvened at 8:20 p.m.

**PUBLIC COMMENT:**

Mayor Harto called for public comments.

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

**APPROVE CONSENT AGENDA:**

C-1. Minutes: June 30, 2015 City Council Special Meeting Minutes.

C-2. Vouchers: Vouchers #32695-32742, including ACH payments and electronic funds transfers, in the amount of \$1,484,125.31 dated June 26, 2015; and Paylocity Payroll Checks #1003916801-1003916810 and Paylocity Payroll Checks #1003916886-1003916886 inclusive, plus employee direct deposits, in the amount of \$174,250.20, dated July 2, 2015.

C-3. Execute Task Order for 164<sup>th</sup> Avenue SE Pedestrian Improvements Design.

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

**NEW BUSINESS:**

1. Discuss and Consider Ordinance Amending Animal Control Regulations.

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

Councilmembers provided comments and asked questions, and Mr. Hart, Associate Planner/Code Enforcement Officer Brian Bykonen, and City Attorney Sara Springer provided responses.

ORDINANCE NO. 05-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON *AMENDING* THE CITY OF COVINGTON ANIMAL CONTROL REGULATIONS IN CMC TITLES 6 AND 18 RELATING TO THE KEEPING OF DOMESTIC ANIMALS, FOWL, LIVESTOCK, BEES AND POTBELLY PIGS.

**Council Action: Mayor Pro Tem Wagner moved and Councilmember Mhoon seconded to pass Ordinance No. 05-15, in substantial form as provided in the agenda packet, to amend portions of Title 6 and 18 of the Covington Municipal Code relating to animal control regulations. Vote: 7-0. 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:**

To review the performance of a public employee pursuant to RCW 42.30.110(1)(g) and to discuss potential litigation pursuant to RCW 42.30.110(1)(i) from 9:07 to 10:50 p.m.

Mayor Harto announced the City Council would move into Executive Session after which no further action was anticipated.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 10:50 p.m.

Prepared by:

Submitted by:

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Joan Michaud  
Senior Deputy City Clerk

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Sharon Scott  
City Clerk

**Consent Agenda Item C-2**

Covington City Council Meeting

Date: August 11, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #32818-32879, including ACH payments, in the amount of \$587,953.42 dated July 24, 2015; and Paylocity Payroll Checks #1004028144-1004028158 inclusive, plus employee direct deposits, in the amount of \$191,127.25, dated July 31, 2015.

PREPARED BY: Sharon Scott, 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 #32818-32879, including ACH payments, in the amount of \$587,953.42 dated July 24, 2015; and Paylocity Payroll Checks #1004028144-1004028158 inclusive, plus employee direct deposits, in the amount of \$191,127.25, dated July 31, 2015.**

July 24, 2015

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check #32818 through Check #32879, including ACH payments

In the Amount of \$587,953.42

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

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

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

\_\_\_\_\_  
Jeff Wagner  
City Councilmember

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

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

# Accounts Payable

## Checks by Date - Detail by Check Date

User: scles  
 Printed: 7/23/2015 1:11 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32818	0057 0057-2015	Petty Cash Change for Covington Days	07/16/2015	300.00
Total for Check Number 32818:				300.00
Total for 7/16/2015:				300.00
ACH	0706	Covington Retail Associates	07/24/2015	
	4611	1st floor; operating expenses, August		10,401.29
	4611	1st floor; building lease, August		26,359.92
	4612	2nd floor; operating expenses, August		1,406.68
	4612	2nd floor; building lease, August		3,362.83
Total for this ACH Check for Vendor 0706:				41,530.72
ACH	0973	Public Finance Inc.	07/24/2015	
	0001839	LID administration; 3rd Quarter 2015		121.50
Total for this ACH Check for Vendor 0973:				121.50
ACH	1007	Ross Junkin	07/24/2015	
	1007-7	Junkin; ICS Combo course, per diem		4.26
	1007-7	Junkin; ICS Combo course, per diem		8.52
	1007-7	Junkin; ICS Combo course, per diem		8.52
Total for this ACH Check for Vendor 1007:				21.30
ACH	1408	Washington Workwear Stores Inc.	07/24/2015	
	1990	Maint shop; safety supplies, seasonal shirt		32.55
	1990	Maint shop; safety supplies, seasonal shirt		16.27
	1990	Maint shop; safety supplies, seasonal shirt		32.55
	1996	Maint shop; gloves		1.95
	1996	Maint shop; gloves		1.95
	1996	Maint shop; gloves		0.98
	1999	Wesley; safety vest		19.54
Total for this ACH Check for Vendor 1408:				105.79
ACH	1688	Mountain Mist	07/24/2015	
	054257-7	Maint shop; bottled water, June		26.19
	054257-7	Maint shop; bottled water, June		13.10
	054257-7	Maint shop; bottled water, June		26.19
	054257-7	Aquatics; bottled water, June		62.26
	054257-7	City hall; bottled water, June		134.47
Total for this ACH Check for Vendor 1688:				262.21
ACH	1705	Alpine Products, Inc.	07/24/2015	
	TM-150384	Athletic sign stands		158.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	TM-150468	Community Events signs anchors, parts		350.84
	TM-150553	Covington Days signs and stands		829.90
		Total for this ACH Check for Vendor 1705:		1,339.52
ACH	1876	John Gaudette	07/24/2015	
	1876-7	Gaudette; ICC combo course, per diem		8.52
	1876-7	Gaudette; ICC combo course, per diem		4.26
	1876-7	Gaudette; ICC combo course, per diem		8.52
		Total for this ACH Check for Vendor 1876:		21.30
ACH	1901	Modern Building Systems, Inc.	07/24/2015	
	0067811	Maint shop; building lease, 8/1-9/1/15		569.06
	0067811	Maint shop; building lease, 8/1-9/1/15		569.06
	0067811	Maint shop; building lease, 8/1-9/1/15		284.54
		Total for this ACH Check for Vendor 1901:		1,422.66
ACH	2500	Tetra Tech, Inc.	07/24/2015	
	50936142	CIP 1127; engineering, 3/28-6/26/15		15,787.47
		Total for this ACH Check for Vendor 2500:		15,787.47
ACH	2654	Canber Corps	07/24/2015	
	33745	CCP; maintenance services, June		2,209.99
		Total for this ACH Check for Vendor 2654:		2,209.99
ACH	2855	Regan Bolli	07/24/2015	
	2855-7	Bolli; AWC conference hotel, per diem, mileage		432.03
		Total for this ACH Check for Vendor 2855:		432.03
32819	0206	AFLAC	07/24/2015	
	958337	Insurance premiums; July		628.63
		Total for Check Number 32819:		628.63
32820	2682	Joshua Allen	07/24/2015	
	2682-7	Allen; ICS combo course, per diem		8.52
	2682-7	Allen; ICS combo course, per diem		4.26
	2682-7	Allen; ICS combo course, per diem		8.52
		Total for Check Number 32820:		21.30
32821	2033	Aquatic Specialty Services	07/24/2015	
	8893	Aquatics; pool chemicals		1,184.71
	8894	Aquatics; clean/calibration/repair, June		447.97
		Total for Check Number 32821:		1,632.68
32822	2223	ARC Imaging Resources	07/24/2015	
	807200	Covington Days banner		256.99
		Total for Check Number 32822:		256.99
32823	0077	Association of WA Cities	07/24/2015	
	34735	Workers' Comp Retro Program; 1/1-12/31/15		4,951.79
		Total for Check Number 32823:		4,951.79
32824	2976	Automated Gates & Equipment	07/24/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	15123D	CCP; automated gate deposit		3,097.00
			Total for Check Number 32824:	3,097.00
32825	0019	AWC Employee Benefits Trust	07/24/2015	
	100315L0820150	Medical Insurance Premiums, August		1,125.00
	100315L0820150	Medical Insurance Premiums, August		8,983.53
	100315L0820150	Medical Insurance Premiums, August		6,713.40
	100315L0820150	Medical Insurance Premiums, August		1,899.25
	100315L0820150	Medical Insurance Premiums, August		442.89
	100315L0820150	Medical Insurance Premiums, August		2,268.34
	100315L0820150	Medical Insurance Premiums, August		6,941.83
	100315L0820150	Medical Insurance Premiums, August		1,774.21
	100315L0820150	Medical Insurance Premiums, August		2,479.93
	100315L0820150	Medical Insurance Premiums, August		809.72
	100315L0820150	Medical Insurance Premiums, August		5,982.83
	100315L0820150	Medical Insurance Premiums, August		2,196.79
	100315L0820150	Medical Insurance Premiums, August		1,646.07
	100315L0820150	Medical Insurance Premiums, August		10,749.79
			Total for Check Number 32825:	54,013.58
32826	2368 140027	Best Parking Lot Cleaning Inc. Water truck service	07/24/2015	
				266.07
			Total for Check Number 32826:	266.07
32827	0637 111135	Bill's Locksmith Service, Inc. Duplicate keys	07/24/2015	
				22.17
			Total for Check Number 32827:	22.17
32828	1868 5101781304 5101781304R	The Brickman Group Ltd, LLC Landscaping maintenance; July Landscaping maint, retainage, July	07/24/2015	
				5,400.68
				-270.03
			Total for Check Number 32828:	5,130.65
32829	2871 27	Bridgeview Consulting, LLC Comprehensive Emergency Management Plan	07/24/2015	
				40,000.00
			Total for Check Number 32829:	40,000.00
32830	2978 1116724.002	Mildred Bright Refund; Kentwood Soccer Camp	07/24/2015	
				60.00
			Total for Check Number 32830:	60.00
32831	2977 1006506.001	Anita Brown Refund; Dash & Splash	07/24/2015	
				36.50
			Total for Check Number 32831:	36.50
32832	2829 97045670	BSN Sports, Inc. Flag football belts	07/24/2015	
				151.98
			Total for Check Number 32832:	151.98
32833	0026 1885	C&B Awards Swim team shirts	07/24/2015	
				668.45
			Total for Check Number 32833:	668.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32834	1997 020459	Capital One Commercial Tents for city events	07/24/2015	868.76
Total for Check Number 32834:				868.76
32835	0366 0366-7	City of Covington SWM utility tax; June	07/24/2015	263.49
Total for Check Number 32835:				263.49
32836	0184 214	Cordi & Bejarano Public defender; 6/2-6/30/15	07/24/2015	2,240.00
Total for Check Number 32836:				2,240.00
32837	2467 73136695 73136695 73136695	Department of Enterprise Services Schrimpsker; business cards Chief McCurdy; business cards Ogren; business cards	07/24/2015	41.26 41.26 41.25
Total for Check Number 32837:				123.77
32838	0361 601-802-997-2Qt	Employment Security Department Unemployment security; 2nd Quarter 2015	07/24/2015	1,599.48
Total for Check Number 32838:				1,599.48
32839	2866 1710207 1710207	Epic Sports Soccer nets Soccer nets, use tax	07/24/2015	391.60 -31.01
Total for Check Number 32839:				360.59
32840	0127 0127-7	GFOA CAFR certificate submittal fee	07/24/2015	435.00
Total for Check Number 32840:				435.00
32841	1733 133230 133230 133230	The Good Earth Works, Inc. Maint shop; chain saw blades Maint shop; chain saw blades Maint shop; chain saw blades	07/24/2015	14.11 28.24 28.24
Total for Check Number 32841:				70.59
32842	2045 22769	Goodbye Graffiti Seattle Everclean program, July	07/24/2015	431.14
Total for Check Number 32842:				431.14
32843	2168 13976157	H.D. Fowler Company, Inc. Pipes, end caps, drainfield fabric, concrete	07/24/2015	712.73
Total for Check Number 32843:				712.73
32844	2527 54	Harkness Construction, LLC Minor housing repair; #NITZ-01-14	07/24/2015	461.55
Total for Check Number 32844:				461.55
32845	1722 2-1261466 2-1265236	Honey Bucket Cedar Heights; portable toilet rental, 7/1-7/28/15 CCP; portable toilet service; 7/3-7/30/15	07/24/2015	117.50 255.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2-1267291	Jenkins Creek Elem; portable toilet rental, 7/6-8/		177.50
			Total for Check Number 32845:	550.00
32846	1342	Integra Telecom	07/24/2015	
	13130532	Maint shop; telephone, 7/8-8/7/15		181.83
	13130532	Maint shop; telephone, 7/8-8/7/15		181.83
	13130532	Maint shop; telephone, 7/8-8/7/15		90.91
	13130532	Aquatics; telephone, 7/8-8/7/15		90.23
	13130532	City hall; telephone, 7/8-8/7/15		1,516.08
			Total for Check Number 32846:	2,060.88
32847	2234	Issaquah Honda Kubota	07/24/2015	
	46848I	#3371; air cleaner		70.62
	46848I	#3371; air cleaner		70.62
	46848I	#3371; air cleaner		35.30
			Total for Check Number 32847:	176.54
32848	0385	Kent School #415	07/24/2015	
	1500001683	Kentlake rental; dance recital, 6/19		250.00
			Total for Check Number 32848:	250.00
32849	0050	Kent School District	07/24/2015	
	0050-7	School mitigation payable; June		2,743.00
			Total for Check Number 32849:	2,743.00
32850	0143	King County Finance	07/24/2015	
	55618-55621	Refund; overpayment		-0.45
	62271-62272	Street services; Soos Creek		471.93
	62271-62272	Pole installation		18,799.88
	62309-62310	Street services; June		5,149.58
	62587	SWM debt service, 1/1-6/30/15		31,193.35
	62588	SWM billing service charge, 1/1-6/30/15		3,925.57
			Total for Check Number 32850:	59,539.86
32851	0143	King County Finance	07/24/2015	
	4077943	Maint; sewer treatment, 4/1-6/30/15		9.71
	4077943	Maint; sewer treatment, 4/1-6/30/15		19.43
	4077943	Maint; sewer treatment, 4/1-6/30/15		19.43
			Total for Check Number 32851:	48.57
32852	0541	King County Fleet Admin	07/24/2015	
	211061	Street monuments		165.52
			Total for Check Number 32852:	165.52
32853	0641	King County Sheriff's Office	07/24/2015	
	15-0490	Sheriff's office; lease, June		-1,879.17
	15-0490	Police services; June		288,886.50
			Total for Check Number 32853:	287,007.33
32854	2802	KPG	07/24/2015	
	66015	Park sign design through 6/25/15		2,145.00
			Total for Check Number 32854:	2,145.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32855	0990 0990-7	Mark Lanza Lanza; AWC action days, hotel/mileage	07/24/2015	169.95
Total for Check Number 32855:				169.95
32856	1431 1431-7	Valerie Lyon Reimbursement; council meeting cake	07/24/2015	29.99
Total for Check Number 32856:				29.99
32857	1878 7162	MacLeod Reckord CCP; Phase 2, engineering, 6/1-6/30/15	07/24/2015	333.19
Total for Check Number 32857:				333.19
32858	2963 2963-7	Medina Entertainment Resources Volunteer appreciation; entertainment balance	07/24/2015	425.00
Total for Check Number 32858:				425.00
32859	2946 1944	NWS Traffic LLC Banner poles	07/24/2015	7,814.86
Total for Check Number 32859:				7,814.86
32860	0004 1801901938 1806641643 778200040001 778741937001 778742135001 778742135001 779438157001 779438400001 77943899001	Office Depot Morrissey; headset, pencil holder Aquatics; thermal paper Office supplies Office supplies Office supplies Feser; upright roll files Office supplies Office supplies Office supplies	07/24/2015	21.86 30.93 137.62 83.42 30.49 94.46 200.88 58.37 69.56
Total for Check Number 32860:				727.59
32861	1407 14-81975 14-81976	Parametrix, Inc. City Code/Comp Plan Updates; 5/3-5/30/15 Plan review services; 5/3-5/30/15	07/24/2015	3,824.84 2,463.31
Total for Check Number 32861:				6,288.15
32862	1453 1453-7	Ben Parrish Parrish; ICS Combo course, per diem	07/24/2015	21.30
Total for Check Number 32862:				21.30
32863	2841 14551	PMI Truck Bodies, Inc. #3435; lock assembly	07/24/2015	27.35
Total for Check Number 32863:				27.35
32864	0161 200003986730-7 200003987282-7 200003987464-7 200004045635-7 200004045866-7 200005568858-7 200013103656--7	Puget Sound Energy Streets; electricity, 6/3-7/1/15 Streets; electricity, 6/4-7/2/15 Streets; electricity, 6/4-7/2/15 Streets; electricity, 6/3-7/1/15 Streets; electricity, 6/4-7/2/15 Streets; electricity, 6/1-6/29/15 CCP; electricity, 6/1-6/29/15	07/24/2015	61.59 45.72 11.75 58.75 48.95 65.50 60.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	200013951476-7	Streets; electricity, 6/1-6/29/15		51.27
	200014568881--7	Maint shop; electricity, 6/1-6/29/15		72.27
	200014568881--7	Maint shop; electricity, 6/1-6/29/15		72.27
	200014568881--7	Maint shop; electricity, 6/1-6/29/15		36.14
	200022909309-7	Streets; electricity, 6/3-7/1/15		59.97
	200022909689-7	Skate park; electricity, 6/4-7/2/15		11.86
			Total for Check Number 32864:	656.94
32865	2854 2854-7	Barbara Quarless Summer Concert; The Islanders, 7/31	07/24/2015	750.00
			Total for Check Number 32865:	750.00
32866	2680 707471	Safeguard Business Systems Sorbet pens	07/24/2015	368.18
			Total for Check Number 32866:	368.18
32867	2207 1527061815	db Secure Shred, LLC Secure document destruction, 6/18	07/24/2015	22.39
			Total for Check Number 32867:	22.39
32868	1905 C834242-701	Sharp Electronics Corporation Workroom, copier usage, 5/25-6/25/15	07/24/2015	1,505.53
			Total for Check Number 32868:	1,505.53
32869	AR-Soos	Soos Creek Water & Sewer Refund; duplicate payment of Inv. 6633	07/24/2015	962.64
			Total for Check Number 32869:	962.64
32870	2672 2672-7	Soul Purpose Band Summer Concert; Soul Purpose Band, 8/7	07/24/2015	1,000.00
			Total for Check Number 32870:	1,000.00
32871	1903 737419 737419	Sound Publishing, Inc. Weekly bulletins; 6/5 Monthly full page ad	07/24/2015	542.99 2,800.00
			Total for Check Number 32871:	3,342.99
32872	0217 L109363	State Auditor's Office Audit fecs; June	07/24/2015	21,141.30
			Total for Check Number 32872:	21,141.30
32873	2979 45993	Totem Electric of Tacoma, Inc. Crane for banner pole installation	07/24/2015	988.26
			Total for Check Number 32873:	988.26
32874	2103 282133198 282133198	US Bancorp Equip Finance Inc. Copier lease Copier lease	07/24/2015	94.88 142.32
			Total for Check Number 32874:	237.20
32875	2969 1860280	USA Football Flag football jersey	07/24/2015	25.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32875:	25.00
32876	2383 1251950192	Valley Freightliner, Inc. #3307; repairs	07/24/2015	2,624.23
			Total for Check Number 32876:	2,624.23
32877	1846 1846-7	Water District #111 Hydrant meter deposit	07/24/2015	1,500.00
			Total for Check Number 32877:	1,500.00
32878	1496 1496-7	Dan Wesley Wesley; ICC Combo course, per diem	07/24/2015	21.30
			Total for Check Number 32878:	21.30
32879	2980 2980-7	YMCA - Auburn Valley Swim meet fees	07/24/2015	224.00
			Total for Check Number 32879:	224.00
			Total for 7/24/2015:	587,653.42
			Report Total (73 checks):	587,953.42

July 31, 2015

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 07/31/15 consisting of:

PAYLOCITY CHECK # 1004028144 through PAYLOCITY CHECK # 1004028158 inclusive,  
plus employee direct deposits

IN THE AMOUNT OF \$191,127.25

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

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

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

\_\_\_\_\_  
Jeff Wagner  
City Councilmember

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

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

07/31/15 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
110195	Regular	7/31/2015	503	Bolli, Regan H	4,722.57
110196	Regular	7/31/2015	246	Kirshenbaum, Kathleen	923.61
110197	Regular	7/31/2015	243	Lyon, Valerie	1,570.30
110198	Regular	7/31/2015	234	Mhoon, Darren S	1,487.98
110199	Regular	7/31/2015	162	Michaud, Joan M	2,206.41
110200	Regular	7/31/2015	123	Scott, Sharon G	2,609.58
110201	Regular	7/31/2015	313	Slate, Karla J	2,549.23
110202	Regular	7/31/2015	444	Ziolkowski, Diana	33.25
110203	Regular	7/31/2015	275	Hart, Richard	3,888.89
110204	Regular	7/31/2015	368	Mueller, Ann M	1,500.95
110205	Regular	7/31/2015	180	Cles, Staci M	2,017.72
110206	Regular	7/31/2015	146	Hagen, Lindsay K	1,722.53
110207	Regular	7/31/2015	235	Hendrickson, Robert	3,796.57
110208	Regular	7/31/2015	105	Parker, Cassandra	2,754.52
110209	Regular	7/31/2015	454	Salazar-Delatorre, Viviana J	427.90
110210	Regular	7/31/2015	433	Cimaomo, Joseph T	392.57
110211	Regular	7/31/2015	323	Harto, Margaret	461.75
110212	Regular	7/31/2015	324	Lanza, Mark	392.53
110213	Regular	7/31/2015	326	Mhoon, Marlla	392.53
110214	Regular	7/31/2015	327	Scott, James A	415.57
110215	Regular	7/31/2015	502	Smith, Sean D	415.57
110216	Regular	7/31/2015	329	Wagner, Jeffrey	415.57
110217	Regular	7/31/2015	374	Allen, Joshua C	1,968.14
110218	Regular	7/31/2015	482	Cruz, Garrett M	581.31
110219	Regular	7/31/2015	353	Dalton, Jesse J	3,640.39
110220	Regular	7/31/2015	373	Fealy, William J	2,149.73
110221	Regular	7/31/2015	301	Gaudette, John J	3,951.95
110222	Regular	7/31/2015	511	Goranson, Gage W	1,105.92
110223	Regular	7/31/2015	186	Junkin, Ross D	3,032.88
110224	Regular	7/31/2015	520	Serfling, Daniel D	733.28
110225	Regular	7/31/2015	457	Smith, Nathan H	1,041.11
110226	Regular	7/31/2015	268	Bykonen, Brian D	2,227.75
110227	Regular	7/31/2015	279	Christenson, Gregg R	2,846.83
110228	Regular	7/31/2015	270	Lyons, Salina K	2,579.45
110229	Regular	7/31/2015	269	Meyers, Robert L	3,534.03
110230	Regular	7/31/2015	284	Ogren, Nelson W	2,877.53
110231	Regular	7/31/2015	266	Thompson, Kelly	2,297.52
110232	Regular	7/31/2015	518	Islam, Shahinur	317.95
110233	Regular	7/31/2015	307	Morrissey, Mayson	3,100.22
110234	Regular	7/31/2015	199	Bahl, Rachel A	2,123.07
110235	Regular	7/31/2015	451	Conway, Sean	1,985.75
110236	Regular	7/31/2015	428	Feser, Angela M	2,297.51
110237	Regular	7/31/2015	448	Finazzo, Dominic V	1,575.47
110238	Regular	7/31/2015	305	Kiselyov, Tatyana	1,613.93
110239	Regular	7/31/2015	453	Leung, Rachael M	1,362.33
110240	Regular	7/31/2015	397	Martinsons, Jaquelyn	740.26
110241	Regular	7/31/2015	195	Patterson, Clifford	2,510.73
110242	Regular	7/31/2015	306	Thomas, Scott R	3,950.43
110243	Regular	7/31/2015	106	Bates, Shellie L	2,268.24
110244	Regular	7/31/2015	349	Buck, Shawn M	1,793.05
110245	Regular	7/31/2015	273	French, Fred	597.69
110246	Regular	7/31/2015	436	Lindskov, Robert T	3,158.41
110247	Regular	7/31/2015	257	Parrish, Benjamin A	2,117.92
110248	Regular	7/31/2015	173	Vondran, Donald M	3,902.79

110249 Regular	7/31/2015	252 Wesley, Daniel A	2,295.77
110250 Regular	7/31/2015	388 Andrews, Kaitlyn E	324.77
110251 Regular	7/31/2015	434 Bailey, Brooke	11.37
110252 Regular	7/31/2015	378 Bell, Colin Q	946.34
110253 Regular	7/31/2015	481 Binder, Jordan M	130.77
110254 Regular	7/31/2015	393 Blakely, Coleman P.	872.14
110255 Regular	7/31/2015	513 Bryant, Colin A	173.95
110256 Regular	7/31/2015	379 Carrillo, Anthony G	751.62
110257 Regular	7/31/2015	514 Collins, Ashtyn E	364.38
110258 Regular	7/31/2015	258 Cox, Melissa	268.35
110259 Regular	7/31/2015	338 Felcyn, Adam	317.89
110260 Regular	7/31/2015	366 Foxworthy, Rebecca	664.01
110261 Regular	7/31/2015	522 Gormley, Alissa A	143.94
110262 Regular	7/31/2015	505 Gormley, Hannah E	39.80
110263 Regular	7/31/2015	508 Halbert, Olivia M	68.23
110264 Regular	7/31/2015	460 Hatch, Christopher	292.10
110265 Regular	7/31/2015	512 Hauer, Colton A	90.58
110266 Regular	7/31/2015	359 Houghton, Cassandra L	309.56
110267 Regular	7/31/2015	426 Knox, Patrick L	663.90
110268 Regular	7/31/2015	410 Lanz, Avalon A.	582.84
110269 Regular	7/31/2015	416 Lipinski, Matthew	212.82
110270 Regular	7/31/2015	435 Martin, Iain-Josiah	588.73
110271 Regular	7/31/2015	479 Mazick, Hailie	151.88
110272 Regular	7/31/2015	483 Medel, Erick	172.61
110273 Regular	7/31/2015	340 Middleton, Jordan	343.45
110274 Regular	7/31/2015	516 Montero, Ivan P	346.95
110275 Regular	7/31/2015	439 Newman, Ashley M	434.51
110276 Regular	7/31/2015	413 Perko, Alyssa M.	389.16
110277 Regular	7/31/2015	312 Perko, Roxanne H	261.20
110278 Regular	7/31/2015	445 Portin, Andrew	216.51
110279 Regular	7/31/2015	319 Praggastis, Alexander	102.99
110280 Regular	7/31/2015	387 Praggastis, Elena C	475.04
110281 Regular	7/31/2015	484 Roth, Alexander E	210.73
110282 Regular	7/31/2015	493 Sears, Andrew J	231.04
110283 Regular	7/31/2015	429 Sizemore, Christine A	233.30
110284 Regular	7/31/2015	492 Spencer, Ethan R	193.32
110285 Regular	7/31/2015	506 Thompson, William Z	111.01
110286 Regular	7/31/2015	392 Wardrip, Spencer A	248.85
110287 Regular	7/31/2015	392 Wardrip, Spencer A	226.18
110288 Regular	7/31/2015	432 Wilton, Sara J	402.86
110289 Regular	7/31/2015	486 Camp, Alicia M	124.04
110290 Regular	7/31/2015	488 Cles, Erin L	42.74
110291 Regular	7/31/2015	495 Tashiro-Townley, Joshua C	85.36
110292 Regular	7/31/2015	500 White, Preston A	145.18
110293 Regular	7/31/2015	116 Beaufre, Noreen	2,963.09
110294 Regular	7/31/2015	137 Throm, Victoria J	2,050.85
1004028144 Regular	7/31/2015	364 Newell, Nancy J	58.18
1004028145 Regular	7/31/2015	499 Goodman, Ryan A	608.82
1004028146 Regular	7/31/2015	274 Goldfoos, Rhyan	40.96
1004028147 Regular	7/31/2015	430 Hanson, Sean C	708.00
1004028148 Regular	7/31/2015	399 Jensen, Emily A	378.61
1004028149 Regular	7/31/2015	316 Johansen, Andrea	646.93
1004028150 Regular	7/31/2015	400 Quintos, Edward Louie D	329.90
1004028151 Regular	7/31/2015	489 Wold, Jared K	457.28
1004028152 Regular	7/31/2015	480 Woods, Dylan J	410.67
1004028153 Regular	7/31/2015	395 Wunschel, Ethan G.	739.42
1004028154 Regular	7/31/2015	521 Ellsworth, Joseph G	28.45
1004028155 Regular	7/31/2015	523 Gerona, Kiilee A	18.97

1004028156 Regular	7/31/2015	519 Lopez, Joseph C	40.31	
1004028157 Regular	7/31/2015	462 Rogers, Trask	105.40	
1004028158 Regular	7/31/2015	474 Shank, Elijah J	47.43	
<b>Totals for Payroll Checks</b>	<b>115 Items</b>		<b>129,977.71</b>	
<b>Third Party Checks for Account Paylocity Account</b>				
<u>Check/Voucher</u>	<u>Check Type</u>	<u>Check Date</u>	<u>Employee Id Employee Name</u>	<u>Net Amount</u>
110295	AGENCY	7/31/2015	401SS ICMA Retirement Trust	19,704.61
110296	AGENCY	7/31/2015	457Ex Vantagepoint Transfer Agent-457	359.09
110297	AGENCY	7/31/2015	IC401 ICMA Retirement Trust	16,522.22
<b>Totals for Third Party Checks</b>	<b>3 Items</b>			<b>36,585.92</b>
			Tax Liabilities	24,036.51
			Paylocity Fees	527.11
			<b>Grand Total</b>	<b><u><u>\$ 191,127.25</u></u></b>

## Consent Agenda Item C-3

Covington City Council Meeting

Date: August 11, 2015

SUBJECT: CONSIDER ADOPTING A RESOLUTION APPROVING THE FINAL PLAT OF VICTORIAN MEADOWS, FILE NO LU05-0047/2100 FOR RECORDING.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Proposed Resolution Approving the Final Plat of Victorian Meadows
  - a. Exhibit 1 – Victorian Meadows Final Plat Map
2. Original Victorian Meadows Lot Layout
3. SEPA MDNS threshold determination, dated December 11, 2006
4. City of Covington Hearing Examiner Findings, Conclusions and Decision dated April 25, 2007

PREPARED BY: Salina Lyons, Principal Planner

EXPLANATION:

On September 19, 2005, Satwant Singh submitted a subdivision application to subdivide 5.26 acres into 31 single family residential lots in the R-8 zone (City File No. is LU05-0047/2100). The preliminary plat and proposed development is commonly referred to as “Victorian Meadows”. The city issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat on December 11, 2006. (Attachment 2) The city’s hearing examiner held an open record public hearing on the proposed development on April 18, 2007, and approved the plat subject to 37 conditions as noted in the Examiner’s Report dated April 25, 2007. (Attachment 3)

Upon preliminary plat approval Victorian Meadows was assumed by the bank due to the downturn in the economy. During this time, the state legislature amended RCW 58.17.140 - Time Limitations for Plats to allow 10 years for final plat approval for projects receiving preliminary plat approval prior to December 31, 2007. Therefore, Victorian Meadows’ preliminary plat’s vested rights and design criteria were extended for 10 years from April 25, 2007.

In 2014, the proposed development was purchased by Freestone Victorian Meadows, LLC. As originally proposed, the plat of Victorian Meadows did not meet the city’s 2012 stormwater requirements. Although the developer was not required to modify the plat, pursuant to the RCW, they chose to redesign the original plat to include updates to the stormwater facilities and street layouts. As a result, the plat was reduced from 31 lots to 29 lots, and stormwater facilities were constructed to current standards. The city issued the Notice to Proceed (clearing and grading permit) for construction of the site improvements on January 8, 2015.

### Site Improvements

The subdivision is accessed via SE 266<sup>th</sup> Place. Internal to the plat, the roads were constructed to allow for future access/extensions to the properties to the north and east. Stormwater is collected

in a series of storm drainage tracts designed to current (2012) adopted stormwater standards. The subdivision does not contain any environmentally sensitive areas.

**Financial Guarantees**

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

**Staff Recommendation**

City staff has reviewed and approved the final engineering plans filed by the developer for conformance with applicable city engineering standards, for conformance with the SEPA MDNS Threshold Determination, and for conformance with other applicable local and state laws and regulations.

Staff recommends approval of the Final Plat of Victorian Meadows, City File No. LU05-0047/2100 for recording.

ALTERNATIVES:

1. Request additional information from staff.

FISCAL IMPACT:

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

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

**Councilmember \_\_\_\_\_ moves, and Councilmember \_\_\_\_\_ seconds to adopt the attached Resolution approving the Final Plat of Victorian Meadows, City File No. LU05-0047/2100, in substantial form as that attached hereto, and authorizes the City Manager to sign the final plat for recording.**

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

**RESOLUTION NO. 15-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE FINAL PLAT OF VICTORIAN MEADOWS LU05-0047/2100 FOR RECORDING.**

**WHEREAS**, an application has been received by the City of Covington (the “City) under Application No. LU05-0047/2100 for the final plat of Victorian Meadows; and

**WHEREAS**, the City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat on December 11, 2006; and

**WHEREAS**, the preliminary plat was reviewed by the City’s Hearing Examiner, and an open record public hearing was held on April 18, 2007; and

**WHEREAS**, the City’s Hearing Examiner issued a decision on April 25, 2007, recommending approval of the preliminary plat with conditions; and

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

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

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

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

**ADOPTED** in open and regular session on this 11th day of August 2015.

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

ATTESTED:

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

APPROVED AS TO FORM:

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

**PLAT OF FREESTONE VICTORIAN MEADOWS**  
 A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M.  
 CITY OF COVINGTON, KING COUNTY WASHINGTON

**DEDICATION**

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC STREET PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS "D", "E", "F", "G", "H" AND "I" SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED. FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF COVINGTON, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF COVINGTON. FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF COVINGTON, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE FOUND SURFACE VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION PROVIDED; THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF COVINGTON, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF COVINGTON, ITS SUCCESSORS OR ASSIGNS. THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS. TRACTS "A", "B", AND "C" ARE HEREBY DEDICATED TO THE FREESTONE VICTORIAN MEADOWS OWNER'S ASSOCIATION.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

FREESTONE VICTORIAN MEADOWS, LLC

BY:  
 ITS:

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON > SS  
 COUNTY OF THURSTON

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE \_\_\_\_\_ OF **FREESTONE MEADOWS, LLC**, A WASHINGTON LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT.

\_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
 (PRINT NAME)  
 RESIDING AT: \_\_\_\_\_

(SEAL)

MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYORS NOTES**

- TITLE INFORMATION NOTED OR DEPICTED ON THIS DRAWING IS BASED ON REPORT DATED MAY 18, 2015 PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER ORDER NUMBER 2454398.
- THIS SURVEY WAS CONDUCTED BY FIELD TRAVERSE METHODS USING A LEICA THREE SECOND TOTAL STATION SURVEY INSTRUMENT IN MAY, 2015. THE RESULTS OF THIS SURVEY EXCEED THE STANDARDS CONTAINED IN WAC 332-130-090.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO UN-LOCATABLE EASEMENT GRANTED TO PUGET SOUND POWER & LIGHT COMPANY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 3880155.
- LOT 9 OF BURWOOD PARK IS SUBJECT TO TERMS AND CONDITIONS OF AGREEMENT FOR WATER SERVICE RECORDED JANUARY 14, 1966 UNDER AUDITOR'S FILE NO. 3880155. THE TERMS THEREOF HAVING BEEN SATISFIED AS A RESULT OF FULL BUILDOUT OF SAID SUBDIVISION.
- A PORTION OF THE LAND DESCRIBED HEREON, BEING LOT 9 OF BURWOOD PARK, IS SUBJECT TO EASEMENTS, RESTRICTIONS, NOTES AND PROVISION, AS DISCLOSED BY THE PLAT OF BURWOOD PARK RECORDED IN VOLUME 81 OF PLATS AT PAGE 46.
- A PORTION OF THE LAND DESCRIBED HEREON, BEING LOT 9 OF BURWOOD PARK, IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, AND OF EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 6176391.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RESERVATION OF MINERAL RIGHTS, AS DISCLOSED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 6214643.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT FOR INGRESS AND EGRESS RECORDED UNDER AUDITOR'S FILE NO. 7208180484.
- A PRIVATE WATER SUPPLY WAS LOCATED ON THE DESCRIBED HEREON. ACCORDING TO INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 7302010452, CERTAIN USES ARE RESTRICTED WITHIN 100 FEET OF SAID WATER SUPPLY, HOWEVER ON APRIL 17, 2015 SAID WATER SUPPLY WAS ABANDONED PURSUANT TO WAC 173-160-701(1)(c).
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT GRANTED TO PUGET SOUND POWER & LIGHT COMPANY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 7303300623.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO PROVISIONS OR ROAD MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 7808300008.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT FOR INGRESS AND EGRESS RECORDED UNDER AUDITOR'S FILE NO. 9009270140.
- A PORTION OF LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT GRANTED TO PUGET SOUND POWER & LIGHT COMPANY RECORDED UNDER AUDITOR'S FILE NO. 9103040725.
- THE BOUNDARY OF THE LAND DESCRIBED HEREON IS A RETRACEMENT OF THAT CERTAIN SURVEY RECORDED UNDER AUDITOR'S FILE NO. 20060614900005.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT GRANTED PUGET SOUND ENERGY RECORDED UNDER AUDITOR'S FILE NO. 20141208000628.

**INDEX OF SHEETS**

SHEET 1	DEDICATION, ACKNOWLEDGMENTS, SURVYORS NOTES, APPROVALS AND LAND SURVEYOR'S CERTIFICATE
SHEET 2	SECTION SUBDIVISION, DESCRIPTION, SURVEY REFERENCES, EASEMENT PROVISIONS, ADDRESS/AREA TABLE
SHEET 3	BOUNDARY, LOT LAYOUT, LINE AND CURVE TABLE

**APPROVALS**

CITY OF COVINGTON

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

DEVELOPMENT REVIEW ENGINEER

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

FINANCE DIRECTOR

COMMUNITY DEVELOPMENT DIRECTOR

CITY MANAGER

KING COUNTY DEPARTMENT OF ASSESSMENTS

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

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBERS 127400-0090-08 & 252205-9030-05

FINANCE DIVISION CERTIFICATE

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

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

KING COUNTY FINANCE DIVISION

REVIEWED BY COVINGTON WATER DISTRICT

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

\_\_\_\_\_  
 COVINGTON WATER DISTRICT /DISTRICT ENGINEER FOR WATER EASEMENT PURPOSES ONLY

COUNTY RECORDING OFFICIAL'S INFORMATION BLOCK (WAC 332-130-050)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_  
 RECORDS OF KING COUNTY, WASHINGTON

MANAGER

SUPERINTENDENT OF RECORDS

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN CITY OF COVINGTON, KING COUNTY WASHINGTON

**LAND SURVEYOR'S CERTIFICATE**



I HEREBY CERTIFY THAT THIS PLAT OF FREESTONE VICTORIAN MEADOWS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M.; THAT THE DISTANCES AND COURSES SHOWN THEREON ARE CORRECT; THAT THE MONUMENTS HAVE BEEN SET AND THE LOT AND TRACT CORNERS STAKED ON THE GROUND WITH 5/8" REBAR WITH PLASTIC CAPS STAMPED "JSP 28073".

\_\_\_\_\_  
 JEFF S. PANTIER,  
 PROF. REGISTERED LAND SURVEYOR #28073

July 15, 2015  
 DATE

**HATTON GODAT PANTIER**  
 ENGINEERS AND SURVEYORS

3910 MARTIN WAY E, SUITE B  
 OLYMPIA, WA 98506  
 TEL: 360.943.1599 FAX: 360.357.6299

hattonpantier.com

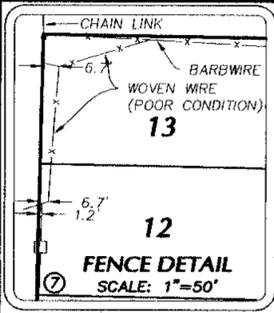
14-058



# PLAT OF FREESTONE VICTORIAN MEADOWS

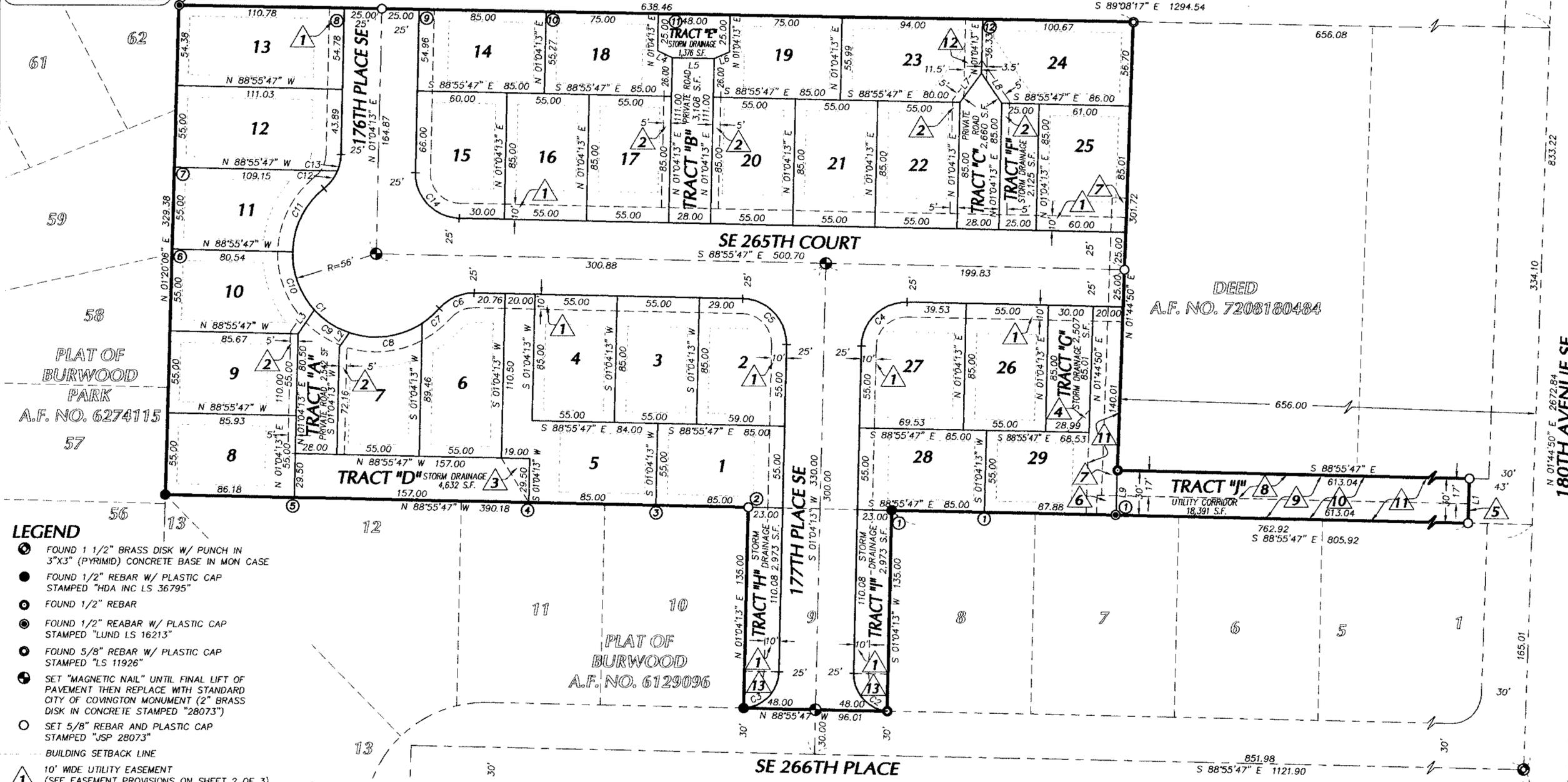
A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M.  
CITY OF COVINGTON, KING COUNTY WASHINGTON

FOUND 1 1/2" BRASS DISK W/ 25" PUNCH IN 3"x3" (PYRAMID) CONCRETE BASE IN MON CASE



SEE FENCE DETAIL

UNPLATTED



**LEGEND**

- FOUND 1 1/2" BRASS DISK W/ PUNCH IN 3"x3" (PYRAMID) CONCRETE BASE IN MON CASE
- FOUND 1/2" REBAR W/ PLASTIC CAP STAMPED "HDA INC LS 36795"
- FOUND 1/2" REBAR
- FOUND 1/2" REBAR W/ PLASTIC CAP STAMPED "LUND LS 16213"
- FOUND 5/8" REBAR W/ PLASTIC CAP STAMPED "LS 11926"
- SET "MAGNETIC NAIL" UNTIL FINAL LIFT OF PAVEMENT THEN REPLACE WITH STANDARD CITY OF COVINGTON MONUMENT (2" BRASS DISK IN CONCRETE STAMPED "28073")
- SET 5/8" REBAR AND PLASTIC CAP STAMPED "JSP 28073"
- BUILDING SETBACK LINE
- ① 10' WIDE UTILITY EASEMENT (SEE EASEMENT PROVISIONS ON SHEET 2 OF 3)
- ② 5' WIDE UTILITY EASEMENT (SEE EASEMENT PROVISIONS ON SHEET 2 OF 3)
- ③ INGRESS, EGRESS EASEMENT FOR THE BENEFIT OF LOT 5
- ④ INGRESS, EGRESS EASEMENT FOR THE BENEFIT OF LOT 29
- ⑤ WEST LINE OF STRIP DEDICATED TO THE CITY OF COVINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 20050729000992
- ⑥ EASEMENT "A" GRANTED TO PUGET SOUND POWER AND LIGHT COMPANY RECORDED UNDER AUDITOR'S FILE NO. 7303300623 (SEE SURVEYORS NOTE #10)
- ⑦ EASEMENT "B" GRANTED TO PUGET SOUND POWER AND LIGHT COMPANY RECORDED UNDER AUDITOR'S FILE NO. 7303300623 (SEE SURVEYORS NOTE #10)
- ⑧ EASEMENT "C" GRANTED TO PUGET SOUND POWER AND LIGHT COMPANY RECORDED UNDER AUDITOR'S FILE NO. 7303300623 (SEE SURVEYORS NOTE #10)
- ⑨ EASEMENT GRANTED TO PUGET SOUND POWER & LIGHT COMPANY RECORDED UNDER AUDITOR'S FILE NO. 9103040725 (SEE SURVEYORS NOTE #13)
- ⑩ 30' WIDE EASEMENT FOR INGRESS, EGRESS AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO.'S 7208180484, 7808300008 AND 9009270140 (SEE SURVEYORS NOTES #8, 11 AND 12)
- ⑪ EASEMENT FOR WATERMAIN AND APPURTENANCES HEREBY GRANTED TO COVINGTON WATER DISTRICT
- ⑫ EASEMENT FOR SANITARY SEWER HEREBY GRANT TO SOOS CREEK WATER AND SEWER DISTRICT
- ⑬ LANDSCAPE AND MONUMENT SIGN EASEMENT HEREBY RESERVED FOR AND GRANTED TO THE FREESTONE VICTORIAN MEADOWS OWNERS ASSOCIATION
- ① WOOD FENCE ON LINE
- ② WOOD FENCE 0.7' NORTH
- ③ CHAINLINK FENCE 1.0' NORTH
- ④ CHAINLINK FENCE 0.3' NORTH
- ⑤ CHAINLINK FENCE 0.5' NORTH
- ⑥ WOOD FENCE 0.4' EAST
- ⑦ BARBED WIRE FENCE 4.0' SOUTH
- ⑧ BARBED WIRE FENCE 1.4' SOUTH
- ⑨ BARBED WIRE FENCE 0.3' SOUTH
- ⑩ BARBED WIRE FENCE 1.0' SOUTH
- ⑪ BARBED WIRE FENCE 0.6' SOUTH

**LINE TABLE**

NO.	BEARING	DISTANCE
L1	S 01°44'50" W	30.00
L2	N 34°13'40" E	11.80
L3	N 34°13'40" E	19.47
L4	S 64°29'42" E	10.98
L5	S 88°55'47" E	28.00
L6	N 65°48'46" E	11.06
L7	N 36°03'44" E	24.41
L8	S 33°55'18" E	24.41
L9	N 01°44'50" E	30.00

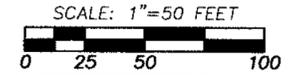
**CURVE TABLE**

NO	DELTA	RADIUS	LENGTH
C1	190°29'09"	56.00	186.18
C2	85°25'12"	25.00	37.27
C3	85°25'12"	25.00	37.27
C4	90°00'00"	30.00	47.12
C5	90°00'00"	30.00	47.12
C6	50°14'34"	30.00	26.31
C7	15°32'55"	56.00	15.20
C8	52°00'57"	56.00	50.84
C9	28°57'48"	56.00	28.31
C10	43°42'55"	56.00	42.73
C11	50°14'34"	56.00	49.11
C12	28°29'58"	30.00	14.92
C13	21°44'36"	30.00	11.38
C14	90°00'00"	30.00	47.12

**BASIS OF BEARINGS:**  
KING COUNTY COORDINATE SYSTEM  
BASED ON THE BEARING BETWEEN  
KING COUNTY CONTROL POINTS  
5900 AND 5901, SAID BEARING  
EQUALS NORTH 01°44'50" EAST

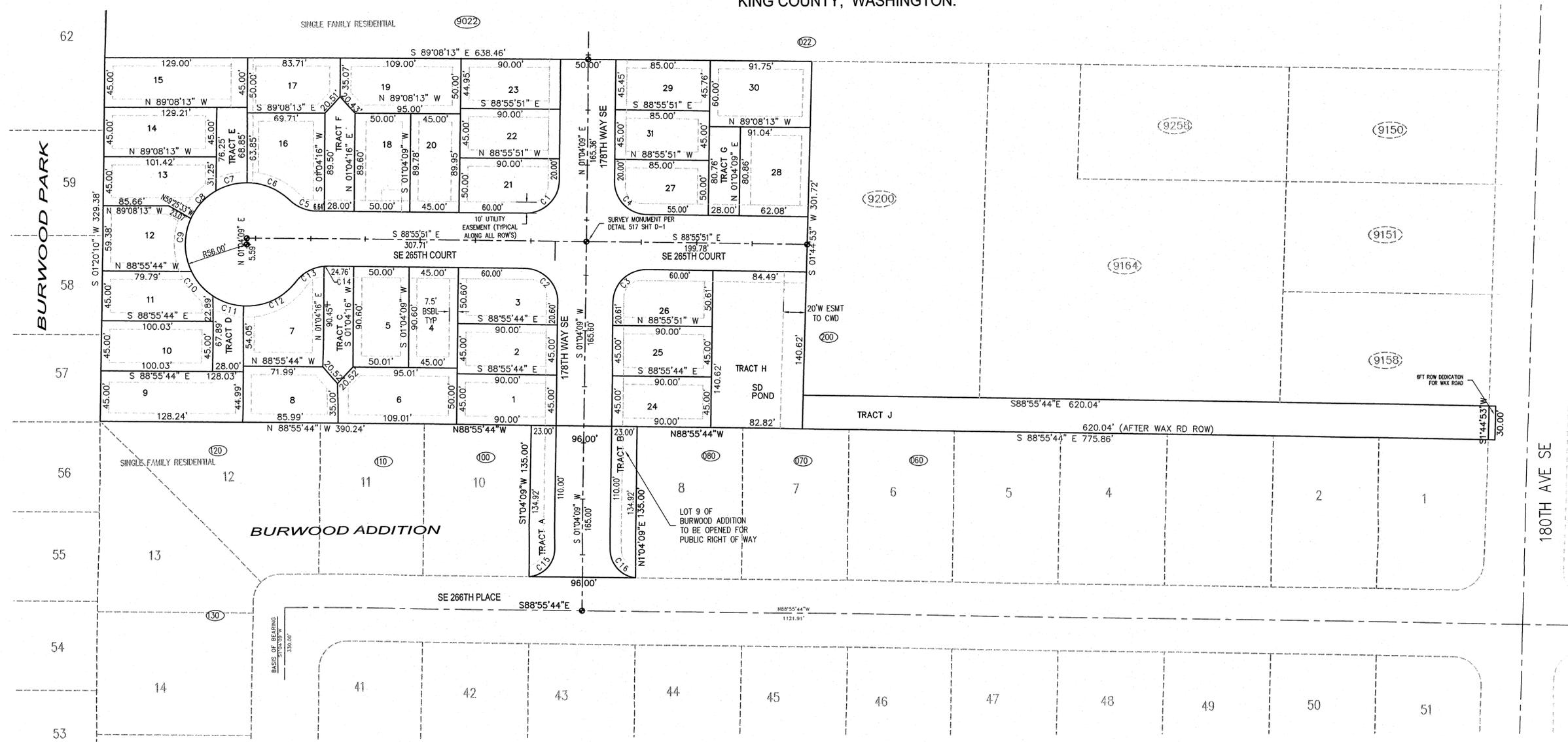


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hattonpantier.com



# VICTORIAN MEADOWS, COVINGTON, WASHINGTON

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 25,  
TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.,  
KING COUNTY, WASHINGTON.



LOT AREA SUMMARY

NAME	SQUARE FEET	NAME	SQUARE FEET
1	4050.0	21	4306.9
2	4050.0	22	4050.0
3	4361.1	23	4059.7
4	4077.0	24	4049.8
5	4530.5	25	4050.1
6	5345.4	26	4361.6
7	4993.8	27	4056.9
8	4194.6	28	5065.3
9	5766.1	29	3876.3
10	4496.7	30	5483.7
11	4228.4	TR 31	3825.0
12	4415.7	TR A	2970.9
13	4608.2	TR B	2970.9
14	4559.0	TR C	2746.7
15	5809.7	TR D	1738.7
16	5366.6	TR E	1994.3
17	4081.0	TR F	2716.6
18	4484.8	TR G	2262.6
19	5345.5	TR H	11762.4
20	4043.9	TR J	18760.4

CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE
C1	30.00	47.12	90°00'00"
C2	30.00	47.12	90°00'00"
C3	30.00	47.12	90°00'00"
C4	30.00	47.12	90°00'00"
C5	35.00	26.80	43°52'41"
C6	56.00	42.88	43°52'34"
C12	56.00	54.36	55°37'13"
C13	35.00	29.31	47°58'40"
C14	35.00	3.24	05°18'19"
C15	25.00	37.27	85°24'34"
C16	25.00	37.27	85°24'48"

## SUBDIVISION LOT LAYOUT

NOTE: THIS PLAN IS FOR PROJECT LAYOUT AND UTILITY INSTALLATIONS, ALL PROPERTY LINES AND DIMENSIONS SHALL BE VERIFIED ON THE FINAL RECORDED PLAT MAP. DO NOT USE THIS PLAN FOR BUILDING LAYOUTS

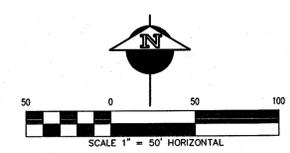
1. PRELIMINARY SUBDIVISION APPROVED BY CITY OF COVINGTON APRIL 25, 2007
  2. BUILDER TO VERIFY BUILDING SETBACK REQUIREMENTS W/ CITY.
- ZONING CODE NOTES:  
R-8 ZONE  
MIN STREET SETBACK: 10 FT (20FT AT D/W)  
MIN INTERIOR SETBACK: 7.5 FT

## LEGAL DESCRIPTION

2522059030  
The south half of the north half of the northeast quarter of the southeast quarter of Section 25, Township 22 north, Range 5 east, W.M., in King County, Washington;  
EXCEPT that portion of the east 656 feet thereof lying northerly of the south 30 feet of said east 656 feet; AND  
EXCEPT the east 30 feet thereof conveyed to King County for road by deed recorded under Recording Number 948905.  
1274000090  
Lot(s) S, Burwood, according to the plat thereof recorded in Volume 81 of Plats, page(s) 46, in King County, Washington.

LOT AREAS

LOT 9 BURWOOD	12960 SqFt 0.298 Acres
VICTORIAN MEADOWS	228416 SqFt 5.287 Acres



⊕ SURVEY MONUMENT PER DETAIL 517



CITY OF COVINGTON  
APPROVED FOR SITE CONSTRUCTION

Development Engineer: A. RYKELS  
Comments: DESIGNED BY 2/25/2008  
DATE: 99-005  
PROJECT NO.:  
SHEET: C-9  
OF: 9

CAUTION  
THE LOCATION OF EXISTING UTILITIES SHOWN IS APPROXIMATE AND MAY NOT BE ACCURATE OR ALL INCLUSIVE. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXISTENCE, LOCATION AND ELEVATION OF UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO BEGINNING CONSTRUCTION

**SUBDIVISION LOT LAYOUT**  
**VICTORIAN MEADOWS, COVINGTON, WA**  
OWNER/DEVELOPER: SATWANT SINGH  
13306 SE 240TH, KENT, WA 98042-5106  
PH 253-631-1222

RYKELS ENGINEERING GROUP, INC.  
Consulting Engineers - Civil, Municipal, Subdivisions, Land Development.  
28301 183rd Ave SE, Kent, WA 98042 Ph 253-631-6598 Fax 253-638-1982

NO.	REVISIONS	DATE
#2	REVISED PER CITY PLAN CHECK	10/19/08
#1	REVISED PER CITY PLAN CHECK	8/7/08



**SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE**

**Application Name:** Victorian Meadows Preliminary Plat

**Application File Number:** LU05-0047/2100

**Applicant:** Satwant Singh  
13306 SE 240<sup>th</sup> Street  
Kent, WA 98042  
253-631-1222

**Date of Issuance:** December 11, 2006

**Project Location:** The subject property is located northwest of the intersection of SE Wax Rd and SE 266<sup>th</sup> Place in the City of Covington. King County Tax Parcel Nos. 2522059030 and 1274000090

**Project Description:** The Applicant is proposing a Preliminary Plat to subdivide 5.26 acres into 31 single family residential lots. The site will be accessed via a connection with SE 266<sup>th</sup> Place. Stormwater will be collected on-site and water and sewer is required to serve all residential lots within the plat. The site contains no critical areas.

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

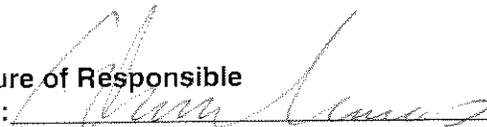
\_\_\_ There is no comment period for this DNS per WAC 197-11-340(2)(f). The City will not act on this proposal for 15 days from the date below.

This MDNS is issued under WAC 197-11-350; Comments must be submitted and received by the City of Covington by December 26, 2006.

**Comments and Appeals Notice**

Comments and appeals on this MDNS may be submitted by first class mail or delivered to the responsible official at the above lead agency address. The comment period is 14 calendar days and ends December 26, 2006 at 5PM.

Notice is hereby provided for the SEPA action for a Type II Land Use permit application to meet CMC 14.30.060 G. & 14.30.090. Any notice of appeals must be filed in writing, with the required filing fee paid in cash or check and received within 14 calendar days of the end of the comment period at Covington City Hall Offices, i.e. by January 8, 2007 at 5 PM. You must make specific factual objections, identify error, harm suffered or anticipated identify relief sought and raise specific issues in the statement of appeal. Contact the Community Development Department at Covington City Hall to read or to ask about the procedures for SEPA appeals. Any SEPA appeals will be heard by City of Covington Hearing Examiner according to CMC 14.30.090 & 14.35.

Signature of Responsible Official:  Date: 12/06/06

**ATTACHMENT A**  
**SEPA Mitigation Measures for**  
**Victorian Meadows Preliminary Plat LU05-0047/2100**

**Earth**

1. *The Applicant shall implement an approved Temporary Erosion and Sedimentation Control Plan and meet applicable City of Covington erosion and sedimentation control requirements.*

**Tree Preservation**

2. *The Applicant shall submit a conceptual tree retention and replacement plan in conformance with CMC 18.45 and provide documentation of how requirements will be met. The tree retention and replacement calculations shall separate out those existing trees in existing and proposed rights-of-way. The plan shall be based on the final grading plans for the proposed site and shall consider the health, feasibility and survivability of the trees to remain on site. The City shall review and approve the plan prior to engineering phase and issuance of the Notice to Proceed.*

**Parks and Recreation**

3. *The Applicant shall pay a fee-in-lieu of recreation space per the recreation space requirements of CMC 18.35.180. Based upon the current lot configuration and fee structure, a recreation area of at least 13,950 sq. ft. is required (450 sq ft per dwelling unit.). The fee is based on the required recreation space, improvement and land value of the proposed site. Based on the current configuration and fee structure the Applicant's fee-in-lieu of recreation space is \$153,405. The fee will be recalculated and payment by the Applicant will be required at the time of final plat approval.*

**Transportation**

4. *The Applicant shall comply with Ordinance 20-97, which contains provisions for payment of King County Mitigation Payment System (MPS) transportation impact fees. The proposed project site is within MPS zone #367. MPS fees will be collected according to the fee schedule at the time of fee schedule in effect at the time of approval. The MPS fee is to be paid on a per-house basis, at the time of single family building permit issuance unless the Applicant chooses to pay the fees at the time of final plat approval.*
5. *The Applicant shall participate in contributions for a proportionate share of the costs for CIP projects as follows:*

*CIP 1035 Intersection of SR 516 and 160<sup>th</sup> - impacted by 5 trips  
CIP 1118 Wax Rd (SR 516 to Covington Elementary- impacted by 4 trips  
CIP 1120 SE 256<sup>th</sup> Place (180<sup>th</sup> Ave and 172<sup>nd</sup> Ave SE) - impacted by 4 trips  
CIP 1121 SE 267<sup>th</sup> (172<sup>nd</sup> Ave SE to 180<sup>th</sup> Ave SE) - impacted by 6 trips  
CIP 1123 172<sup>nd</sup> Ave and SE 270<sup>th</sup> Roundabout- impacted by 4 trips  
TOTAL PROPORTIONATE SHARE ALL PROJECTS = \$22,514.56*

**Public Services: Schools**

6. *The Applicant shall pay school impact fees based on the adopted City fee schedule in effect at the time of final plat approval. The current Kent School District impact fee as adopted by the City of Covington (and including a City of Covington administrative fee) is \$4,775.00 per single-family dwelling unit. One-half of the total fees shall be paid at the time of final plat*

approval. The remaining one-half shall be paid on a per-house basis, at the time of single-family residential building permit issuance.

#### **Fire and Emergency Services**

7. *Delay construction until such times as Fire District No. 37 can provide resources, equipment and personnel to produce acceptable response times for both first response and an "effective response force", or, the Applicant can exercise the voluntary agreement provisions of RCW 82.02.020 and voluntarily enter into a contractual agreement with District 37 that outlines a Level of Service fee that will pay a proportionate share of needed fire and emergency medical resource costs. This LOS fee is updated twice per year, with the August 2006 fee being \$698.00 per dwelling unit. The Applicant will be responsible for payment of the most recent fee at the time payment is made or a contract is entered into with the District, and the Applicant must also comply with the 2003 International Fire Code as adopted and amended by Covington If sprinklers are required a reduced Emergency Medical Services (EMS) fee of 70% of the full LOS fee, will be required for each sprinklered structure.*
8. *The City of Covington Design and Construction Standards and Specification 2002, adopted by CMC 12.60, references access and circulation requirements in Section 2.16. Per the Standard the development may not serve more than 30 lots unless the street is connected in at least two locations. The Applicant shall modify the current proposal to meet the requirements of the Standards prior to preliminary plat approval.*

#### **Water Service**

9. *The Applicant must construct connections to existing water mains in 180<sup>th</sup> Avenue SE, SE 266<sup>th</sup> Place and SE 265<sup>th</sup> Street. A Water System Extension Agreement (SEA) is required to provide service. Provision must be made for extension of water mains to and past at least one full side of each lot and extend to the edge of property for future main connections and provide easements where mains are not placed in public right-of-way. Service is subject to all service conditions in effect at the time service is requested.*

#### **Other**

10. *During construction of the proposed improvements the Applicant shall maintain safe and convenient access to all adjacent properties at all times.*
11. *As necessary during construction all trucks shall be inspected and cleaned before leaving the site in order to ensure that dirt, mud and other materials are not deposited on public streets. The Applicant shall provide for prompt sweeping or cleanup of any dirt, mud and other materials deposited by the project's trucks on public streets. Temporary traffic control shall be provided as necessary for safe sweeping or cleanup operations.*
12. *The Applicant shall distribute appropriate current transit, carpool, vanpool and ride matching information to new residents immediately after the initial sale or rental of each house.*

**End**

**ATTACHMENT 4**  
LU05-0047/2100  
PROJECT NAME: Victorian Meadow  
FILE: EXH

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

**DECISION**

FILE NUMBER: LU05-0047/2100  
APPLICANT: Satwant Singh  
TYPE OF CASE: Preliminary subdivision (*Victorian Meadows*)  
STAFF RECOMMENDATION: Approve subject to conditions  
SUMMARY OF DECISION: APPROVE subject to conditions (minor revisions)  
DATE OF DECISION: April 25, 2007

**INTRODUCTION**

Satwant Singh (Singh), 13306 SE 240<sup>th</sup> Street, Kent, Washington 98042, seeks preliminary subdivision approval of *Victorian Meadows*, a 31 lot single family residential subdivision of a 5.26 acre site.

Singh filed the Preliminary subdivision application on September 19, 2005. (Exhibit 2<sup>1</sup>) The Covington Community Development Department (CD) deemed the application to be complete as of September 23, 2005. (Exhibit 1) Singh waived his right to a decision within 120 days of application completeness by letter dated February 13, 2006. (Exhibit 4)

The subject property is located at 17728 SE 266<sup>th</sup> Street.

The Covington Hearing Examiner (Examiner) viewed the subject property on April 18, 2007.

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

The Examiner held an open record hearing on April 18, 2007. CD gave notice of the hearing as required by the Covington Municipal Code (CMC). (Exhibit 8)

The following exhibits were entered into the hearing record:

Exhibits 1 - 9: As enumerated in Exhibit 1, the Departmental Staff Report

The Examiner held the hearing record open through close of business on May 4, 2007, for submittal by Singh of an updated sewer availability certificate. The hearing record closed on April 24, 2007, with receipt of:

Exhibit 10: Updated sewer availability certificate dated April 20, 2007<sup>2</sup>

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

## ISSUES

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

One citizen participated in the hearing process: Schauer expresses a general, non-project specific objection to development at urban densities within Covington. (Exhibit 5) Schauer essentially objects to the adopted Comprehensive Plan and zoning for this portion of Covington. Those legislative enactments cannot be challenged in the context of project permit review: "Fundamental land use planning choices made in adopted comprehensive plans and development regulations shall serve as the foundation for project review." [RCW 36.70B.030(1)] Therefore, the Schauer letter will not be addressed further.

## FINDINGS OF FACT

1. Singh proposes to subdivide the subject 5.26 acre parcel into 31 lots for single-family detached residences (one of which, Proposed Lot 31, will not be used as a building lot until a second point of access becomes available to the subdivision), two landscape tracts (Tracts A and B on either side of the proposed access street), five short private road access tracts (Tracts C – G totaling approximately 12,960 square feet), a storm water retention/infiltration tract (Tract H), and an access tract for use by adjoining properties (Tract J). All existing buildings on site are to be removed. (Exhibit 3)

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<sup>2</sup> The certificate contains a City "RECEIVED" stamp date of April 26, 2007. (Exhibit 10) That date is not correct: The Examiner physically received a facsimile copy of the document on April 24, 2007. For the purposes of this Decision, the Examiner assumes that the certificate was transmitted to the Examiner the same day it was received by the City. Regardless, it was received long before the deadline for its submittal.

2. The bulk of the site is a rectangular “flag lot” parcel connected to 180<sup>th</sup> Avenue SE by a 30 foot wide, 626 foot long panhandle (Tract J). At least two acreage parcels to the east of the site have easement rights over the panhandle for ingress and egress. (Exhibit 3 and testimony) The proposed subdivision design does not rely on the panhandle for access. Singh proposes to quit claim deed Tract J to the dominant easement tenants (the owners of the lots to the east with easement rights over the panhandle) subject to continuation of the access easement. (Testimony)

The site is bordered on the south and west by *Burwood Addition*, an older, lower density subdivision of single-family residences. Since the 30 foot wide panhandle is of insufficient width to meet current code requirements for access to a subdivision of some 30 lots and, furthermore, the City Engineer concluded that another intersection with 180<sup>th</sup> Avenue SE should not be allowed so close to SE 266<sup>th</sup> Place, Singh purchased Lot 9 in *Burwood Addition* to provide access to SE 266<sup>th</sup> Place. Singh will remove the existing residence from *Burwood Addition* Lot 9 and construct a public street through that lot. The residual of *Burwood Addition* Lot 9 (Tracts A and B) will be conveyed to the *Victorian Meadows* homeowners association which will be responsible for maintenance of the landscaping within those tracts. (Exhibit 3 and testimony)

The site is bordered on the north by pasture/vacant land. (Testimony)

3. The proposed design provides opportunities to extend the public street system to both the north and east as those acreage parcels redevelop in accordance with City plans and zoning (which allow much denser development than presently characterizes the area). Until a through street becomes available, *Victorian Meadows* will be conditioned such that Proposed Lot 31 will serve as an emergency vehicle turn-around. The Fire Department concurs with this proposal. (Exhibits 1 and 3 and testimony)

The five short private streets will serve a total of nine lots. (Exhibit 3) Use of private streets as proposed is consistent with adopted City street standards. Each private street will be jointly owned and maintained by the lots which are served by it. (Testimony)

4. The City issued a SEPA Mitigated Determination of Nonsignificance (MDNS) for *Victorian Meadows* on December 6, 2006. The MDNS contains 12 mitigation measures relating to earth, tree preservation, parks and recreation, transportation, public schools, fire and emergency services, water service, and other impacts. (Exhibit 7) The MDNS was not appealed. (Testimony) The MDNS mitigation measures have not been expressly carried forward as recommended conditions of approval. (Exhibit 1, pp. 20 - 24)
5. The Department Staff Report (Exhibit 1) contains an exceptionally detailed, comprehensive analysis of the proposal’s conformance with all applicable review criteria. In view of the fact that the application is without controversy and that the citizen’s issues of concern do not challenge any of the report’s statements of fact, no need exists to provide separate analysis of the criteria within this

Decision. The Findings and analysis within the Staff Report are incorporated by reference as if set forth in full, subject to the following additions and/or corrections:

- A. Pages 5 and 6, Section IV.A.6: The minimum permissible density is 24 dwelling units. (Testimony) The 31 single-family lots proposed exceed the minimum and are less than the maximum of 42 allowed. (Exhibit 1)
  - B. Page 8, Section V.A.5: Singh provided an updated, currently valid sewer availability certificate. (Exhibit 10)
  - C. Page 16, Section VII.B.13; page 17, Section VII.C.7; and page 23, Recommended Condition 26: Individual homeowners or the homeowners association are responsible for maintenance of the planter strip between the sidewalk and the street in front of all residences. (Testimony)
6. CD recommends approval of *Victorian Meadows* subject to 35 conditions. (Exhibit 1, pp. 20 – 24)
  7. Singh concurs with all recommended conditions. (Testimony)
  8. Any Conclusion deemed to be a Finding of Fact is hereby adopted as such.

## PRINCIPLES OF LAW

### Authority

A preliminary subdivision is a Type 3 land use application which is subject to an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court.. [CMC 14.30.020(1) and (1)(c)]

The Examiner's decision may be to grant or deny the application, or the Examiner may grant the application with such conditions, modifications and restrictions as the Examiner finds necessary to carry out applicable State laws and regulations, including Chapter 43.21C RCW, and the regulations, policies, objectives and goals of the comprehensive plan, the community plan, subarea or neighborhood plans, the zoning code, the subdivision code and other official laws, policies and objectives of the City. In case of any conflict between the comprehensive plan and a community, subarea or neighborhood plan, the comprehensive plan shall govern.

[CMC 14.35.090(2)]

### Review Criteria

The review criteria for a preliminary subdivision are set forth at CMC 17.15.060(2) which adopts by reference the review criteria of RCW 58.17.110. Section 14.35.270 CMC spells out those criteria:

When the Examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

(1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and

(2) The public use and interest will be served by the platting of such subdivision and dedication.

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

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

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

(a) Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned unit developments and conditional and special uses, if the criteria for their approval have been satisfied;

(b) Density of residential development in urban growth areas; and

(c) Availability and adequacy of public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by [the Growth Management Act].

[RCW 36.70B.030]

#### Vested Rights

Covington has enacted a vested rights provision.

(1) Applications for Type 1, 2, and 3 land use decisions, except those which seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all of the requirements of this chapter. The Department's issuance of a notice of complete application as provided in this chapter, or the failure of the Department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

(2) Supplemental information required after vesting of a complete application shall not affect the validity of the vesting for such application.

(3) Vesting of an application does not vest any subsequently required permits, nor does it affect the requirements for vesting of subsequent permits or approvals.

[CMC 14.30.070]

Standard of Review

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

Scope of Consideration

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

**CONCLUSIONS**

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Victorian Meadows* is essentially an uncontested case.
2. The evidence in the record and the analysis provided by the Department show that *Victorian Meadows* complies with all applicable criteria for preliminary subdivision approval. The Department's exhaustive conclusions within the Staff Report (Exhibit 1) are incorporated herein by reference as if set forth in full.
3. *Victorian Meadows* complies with the required criteria for approval. Approval should issue.
4. *Victorian Meadows* passes the consistency test: The use is allowed in the R-8 zone; the density is consistent with the adopted Comprehensive Plan; adequate public utility services are available.
5. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with the following exceptions:

- A. A preliminary subdivision embodies the concept of approval of a specific development proposal known as the preliminary plat. It is appropriate, therefore, that the conditions of approval clearly identify the plat which is being approved. The Department's recommendation as drafted does not do so. Exhibit 3 is the only plat in the record. That exhibit will be referenced in a new Condition 1.
- B. MDNS mitigation measures are to carry forward to become conditions of approval. [WAC 197-11-350(3)] Whether all of the MDNS's substantive requirements have been incorporated into the Recommended Conditions is not readily apparent. Therefore, a new Condition 2 will be added to incorporate the MDNS mitigation measures by reference.
- C. Recommended Condition 6 needs some revision to assure that the public use and interest is served when the plat is recorded. The public use and interest would not be served if Tract J's ownership were not conveyed to the dominant easement tenants: Having the access to lots outside the plat owned by either the subdivision's homeowners association or the absentee developer would set the stage for nothing but access disputes. Tract J must be conveyed to the dominant easement tenants subject to continuation of the access easement. The owners using the private road within Tract J would then own the strip, be responsible for all taxes associated with it, and be responsible for its maintenance completely separate from the subdivision.
- D. Recommended Conditions 7 and 9 will be revised to eliminate the unnecessary dates.
- E. Recommended Condition 26 needs to be revised to clarify responsibility for maintenance of the planter strips throughout the subdivision.
- F. A few minor, non-substantive structure, grammar, and/or punctuation revisions will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.

Among such changes will be replacement of the word "Applicant" with "Developer" wherever it appears. During the term of preliminary subdivision approval, the original applicant may sell the project to another developer who would then become the entity seeking final subdivision approval. In order to avoid any potential argument that the word "Applicant" refers only to the original applicant for preliminary subdivision approval as opposed to also referring to subsequent successors and assigns, the Examiner prefers to use the word "Developer."

- 6. Any Finding of Fact deemed to be a Conclusion is hereby adopted as such.

## DECISION

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

Decision issued April 25, 2007.

\\s\ John E. Galt (Signed original in official file)

John E. Galt  
Hearing Examiner

## PARTIES of RECORD

Andy Rykels  
Salina Lyons  
Ortrun Schauer

Satwant Singh  
Doug Vangelder

## NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Covington, ATTN: Rachelle Griswold, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington, Washington 98042) a written request for reconsideration within 14 days following the issuance of this Decision in accordance with the procedures of CMC 14.35.320 and Hearing Examiner Rule of Procedure (RoP) I.9.b. Any request for reconsideration shall specify the error which forms the basis of the request. See CMC 14.35.320 and RoP I.9.b for additional information and requirements regarding reconsideration.

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

## NOTICE of RIGHT of JUDICIAL REVIEW

This Decision is final and conclusive subject to the right of review by Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act.. See Chapter 36.70 RCW and CMC 14.35.310 for additional information and requirements regarding judicial review.

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

**CONDITIONS OF APPROVAL**  
**LU05-0047/2100**  
*Victorian Meadows*

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

1. Exhibit 3 shall be the approved preliminary plat. Revision of approved preliminary plats is subject to the provisions of CMC 17.20.030.
2. The developer shall comply with all applicable mitigation conditions outlined in the MDNS issued December 6, 2006, for the preliminary subdivision. (Exhibit 7)
3. All subsequent development review associated with this proposal shall comply with the Covington Municipal Code, Covington Design and Construction Standards and Specifications 2002, Covington Comprehensive Plan, and other applicable codes and policies, or as otherwise approved by the City.
4. The preliminary plat shall expire or become void if the Developer fails to submit a final plat meeting all applicable requirements and all the conditions of preliminary approval within 60 months from the date of preliminary plat approval.
5. The Developer shall submit a final tree retention plan based on the final configuration of the site and shall be submitted and approved prior to the approval of final engineering plans or issuance of the Notice to Proceed.
6. To protect significant trees from the impacts of the proposed development, the Developer shall provide the best protection for significant trees per the regulations in CMC 18.45.100. At a minimum, any significant trees to be retained shall be fenced two feet outward from the identified drip line. Trees that sustain damage during the course of construction shall be replaced pursuant to CMC 18.45.100. A representative of the City of Covington shall verify protective fencing placement per this condition prior to issuance of a notice to proceed for grading and clearing. The City shall inspect for compliance with the tree plan prior to a final inspection. The inspection shall also evaluate the condition of retained trees and any and all corrections will be required to be completed prior to a final inspection and release of any post financial guarantees for the site.
7. Under the City's fee-in-lieu-of recreation space requirements, the Developer shall pay Park Mitigation Fee-in-Lieu to the City prior to final plat approval. Based on the fee-in-lieu calculation worksheet, the Developer shall pay \$121,500.00, or as otherwise determined by the City, prior to final approval.

8. The Developer shall quit claim deed, or otherwise convey, Tract J to the property owners who are the dominant tenants in the access easement which encumbers Tract J subject to continuation of the access easement over Tract J. The transfer of title to Tract J shall be consummated prior to final plat approval.
9. The Developer shall submit new certificates for the availability of water if the current certificates expire prior to the issuance of any construction permits, or provide proof of an executed System Extension Agreement.
10. The Developer shall enter into a System Extension Agreement with Covington Water District prior to the issuance of construction permits.
11. The Developer shall submit new certificates for the availability of sewer if the current certificates expire prior to the issuance of any construction permits, or provide proof of an executed Developer Extension Agreement.
12. The Developer shall enter into a Developer Extension Agreement with Soos Creek Water and Sewer District prior to the issuance of any construction permits or provide proof of an executed Developer Extension Agreement.
13. All water and sewer mains for the project shall be constructed as part of the improvements for the subdivision development. The Developer shall obtain the Covington Water Districts Board Acceptance of the Completion of the System Extension Agreement. To assure fire safety and adequate water and sewer service, these mains shall be constructed by the Developer and accepted by the Covington Water District and Soos Creek Water and Sewer District prior to final plat approval. and accepted by the Covington Water District and Soos Creek Water and Sewer District prior to final plat approval.
14. All proposed water and sewer lines and facilities which are not located within the public right-of-way, shall be located in appropriate easements, and these easements shall appear on the final plat map, as well as on Covington Water District and Soos Creek Water and Sewer District standard easement forms recorded against the individual lots or parcels. Easements shall be recorded at final plat recording.
15. Prior to issuance of any final engineering plan approval or Notice to Proceed, sewer and water plans shall be submitted to the City for review.
16. The Developer shall provide mitigation for an increase in storm water volumes and water quality impacts by complying with the 1998 King County Surface Water Design Manual (KCSWDM) design standards, CMC 13.25 and 13.30. A complete Technical Information Report (TIR) shall be submitted to the City prior to final engineering plan approval or issuance of the Notice to Proceed.

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17. After construction is complete, the Developer shall clean all pipes, inlets, and outlet areas as directed by the City, for those areas affected by the project. The Developer shall provide a video inspection of storm pipe to verify the pipe was constructed to specifications and no defects exist.
18. The Developer shall provide all necessary easements for the proposed storm system. Said easements shall be clearly delineated on the final engineering plans prior to approval. Language of the same shall be provided for review and approval by the City Attorney and City Engineer. All drainage easements and covenants shall be depicted on the face of the recorded final plat.
19. The Developer shall adhere to the design requirements and best management practices identified in the KCSWDM, as a minimum, with respect to erosion control.
20. The Developer shall be required to submit for review and approval final engineering construction drawings and other site improvement plans to the City prior to final engineering plan approval or issuance of the Notice to Proceed.
21. The Developer shall be required to submit as-built drawings of the storm system prior to the final acceptance of the plat. The Developer shall provide the City with Mylar drawings and a copy of the AutoCAD files for the system.
22. The Developer shall dedicate necessary right-of-way and construct drainage, curb, gutter, sidewalk, illumination, landscaping, and related improvements to City Road Standards, or as otherwise approved by the City, for local access roads internal to the proposed site.
23. The Developer shall receive approval from the Covington Postmaster for the location of their mail boxes prior to final engineering plan approval or issuance of the Notice to Proceed, unless otherwise approved.
24. The Developer shall be required to underground all utilities in accordance with Section 8.01 and standard drawings in the Road Standards. The Developer is subject to this requirement for areas internal to the proposed site.
25. The Developer shall construct Lot 31 as a temporary fire apparatus turn-around. At the time the road is connected to an adequate secondary access, pursuant to City Approval, the pavement within Lot 31 shall be removed and the lot shall be available for a building permit. The Developer shall provide a condition on the Final Plat map for recording, pertaining to the encumbrance of Lot 31 until a secondary access is provided.
26. The Developer shall coordinate with Puget Sound Energy/IntoLight for design and construction of the illumination system. Illumination plans shall be reviewed by the City prior to engineering plan approval or issuance of the Notice to Proceed, unless otherwise approved.

27. The Developer shall pay King County's Mitigation Payment System (MPS) fees, which assess mitigation for the construction of future improvements as required by the City's adopted transportation mitigation ordinance and Interlocal Agreement with King County.
28. Responsibility for the maintenance of the planter strips between the sidewalks and the public streets throughout the subdivision shall be the responsibility of each adjacent lot owner or the Homeowner's Association. This shall be a note on the face of the Final Plat map and incorporated in the Homeowner's Association Covenants, Conditions, and Restrictions (CC&R's).
29. During construction of the proposed improvements, the Developer shall maintain safe and convenient access to all adjacent properties at all times.
30. As necessary during construction, all trucks shall be inspected and cleaned before leaving the site in order to ensure that dirt, mud, and other materials are not deposited on public streets. The Developer shall provide for prompt sweeping or cleanup of any dirt, mud or other materials deposited by the project's trucks on public streets. Temporary traffic control shall be provided as necessary for safe sweeping or cleanup operations.
31. The Developer shall install a pavement overlay and/or reconstruct the entire street width where damage to existing streets, installation of utilities, and/or improvements to existing streets occur due to this project.
32. The Developer shall submit for review and approval a detailed grading engineering plan for the roads, utilities, and individual lots. The final engineering plans shall be reviewed and approved by the City, and shall be implemented as part of the plat development. Revisions to the approved engineering plans must be submitted in writing and approved by the City's Development Review Engineer.
33. The Developer shall be responsible for obtaining any necessary state and federal permits and approvals for the project, and is responsible for complying with any conditions of approval placed on these or other state or federal permits or approvals, and for submitting revised drawings to the City for its review and approval, if necessary to reflect these state or federal conditions of approval.
34. All import fill material shall be clean and free of environmental hazards and contaminants. Proof of clean import soils shall be required through a clean soil Questionnaire and Certification form.
35. The Developer shall observe the hours of operation per applicable City ordinances during the construction of the development. Prior to issuance of a Notice to Proceed, the Developer shall post a notice on site indicating the hours of operation for construction. The size, location, and content of the

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sign shall be consistent with the notice required for the Notice of Application. The notice shall remain in place until the Developer has received written notice authorizing the sign's removal.

36. All of the improvements and amenities required for the project shall be completed or financially assured, and shall be completed within one year of final plat approval.
37. All easements shall be required to be recorded prior to or upon the face of the recorded final plat.

**Consent Agenda Item C-4**

Covington City Council Meeting

Date: August 11, 2015

SUBJECT: APPROVE INTERLOCAL AGREEMENT WITH WATERSHED RESOURCE INVENTORY AREA 9 (WRIA 9)

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

- 1. Interlocal Agreement

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:

The WRIA 9 Interlocal Agreement (ILA) that created the procedures and governance for overseeing the development and implementation of the WRIA 9 Salmon Habitat Plan, Making Our Watershed Fit for a King, expires at the end of this year. For about a year, the WRIA 9 Watershed Ecosystem Forum (WEF) has been working to update the ILA for renewal for another 10 years. The WEF reached consensus at its February 12 meeting that the local governments (or Parties to the ILA) should approve a new ILA for continuing to implement and adaptively manage the WRIA 9 Salmon Habitat Plan for another 10-year increment.

WRIA 9 Watershed Coordinator Doug Osterman made a presentation to Council on March 24 and WRIA 9 local governments were asked for input by April 21. The WRIA 9 Management Committee reviewed all feedback at its April 29 meeting and recommended the new attached WRIA 9 ILA to the WEF at its May 14 meeting. The WEF is seeking approval of the attached WRIA 9 ILA.

ALTERNATIVES:

Not Applicable

FISCAL IMPACT:

Not Applicable

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

**Councilmember \_\_\_\_\_ moves, and Councilmember \_\_\_\_\_ seconds a motion authorizing the City Manager to execute the Interlocal Agreement with Watershed Resource Inventory Area 9 in substantial form as that attached hereto.**

REVIEWED BY: City Attorney, Acting City Manager

For the Green River, Duwamish River, and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9 (which includes portions of Water Resource Inventory Areas 8, 10, and 15)

**PREAMBLE**

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

**WHEREAS**, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

**WHEREAS**, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

**WHEREAS**, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and since amended ("**Salmon Habitat Plan**"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

**WHEREAS**, the Parties took formal action in 2005 and 2006 to ratify the **Salmon Habitat Plan**, and

**WHEREAS**, the Parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 in implementing the **Salmon Habitat Plan**; and

**WHEREAS**, the Parties have demonstrated in the **Salmon Habitat Plan** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

**WHEREAS**, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

**WHEREAS**, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

**WHEREAS**, the Parties wish to monitor and evaluate implementation of the **Salmon Habitat Plan** through adaptive management; and

**WHEREAS**, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

**WHEREAS**, the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the **Salmon Habitat Plan**; and

**WHEREAS**, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound to health and sustain that health by 2020; and

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the **Salmon Habitat Plan**; and

**WHEREAS**, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

**WHEREAS**, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

**WHEREAS**, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

**NOW, THEREFORE**, the Parties hereto do mutually covenant and agree as follows:

### **MUTUAL CONVENANTS AND AGREEMENTS**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The local governments eligible for participation in this Agreement as parties are King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any newly incorporated city that lies fully or partially within the boundaries of WRIA 9.
  - 1.2 **WRIA 9 ILA PARTIES:** The **Parties to the WRIA 9 Interlocal Agreement** are the Parties who sign this Agreement and are the Parties responsible for implementing this

Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the **WRIA 9 Watershed Ecosystem Forum**.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The **WRIA 9 Watershed Ecosystem Forum** referred to herein is the cooperative body comprised of the designated representatives of the **WRIA 9 ILA Parties** and a balance of **Stakeholder** representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the **Salmon Habitat Plan**. The **WRIA 9 Watershed Ecosystem Forum** shall be an advisory body responsible for making recommendations for implementing the **Salmon Habitat Plan** including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The **Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan or Salmon Habitat Plan)** is the plan developed by the **WRIA 9 Watershed Ecosystem Forum** and ratified by all of the parties to an interlocal agreement for its development and implementation. The **Salmon Habitat Plan** recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The **Salmon Habitat Plan** may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the **Salmon Habitat Plan**. Efforts under the **Salmon Habitat Plan** are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The **Salmon Habitat Plan** constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The **Management Committee** as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the **Management Committee** are chosen by the **WRIA 9 ILA Parties**, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the **WRIA 9 ILA Parties'** behalf.
- 1.6 **SERVICE PROVIDER:** The **Service Provider**, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the **WRIA 9 ILA Parties**, in exchange for payment. The **Service Provider** may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government which performs all accounting services for the **WRIA 9 ILA Parties** as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the ***Salmon Habitat Plan***, and may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.
  - 2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and habitat.
  - 2.3 To provide information for ***WRIA 9 ILA Parties*** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
  - 2.4 To provide a mechanism and governance and funding structures for jointly implementing the ***Salmon Habitat Plan***.
  - 2.5 To develop and take actions on key issues during the implementation of the ***Salmon Habitat Plan***.
  - 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
  - 2.7 To provide a venue for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act listed species response efforts by local governments and in accordance with ***the Salmon Habitat Plan***.
  - 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the ***Salmon Habitat Plan***.
  - 2.9 To provide a mechanism for implementing other multiple benefit habitat, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***WRIA 9 ILA Parties*** and ***Watershed Ecosystem Forum***.
  - 2.10 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
  - 2.11 To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.

- 2.12 To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.
- 2.13 To provide a mechanism to approve and support, through resources and funding from grant sources or other means, implementation of restoration and protection projects and programs.
- 2.14 To provide a mechanism for on-going monitoring and adaptive management of the **Salmon Habitat Plan** as defined in the Plan and agreed to by the **WRIA 9 ILA Parties** and **Watershed Ecosystem Forum**.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those Parties executing the extension.
- 4. **ORGANIZATION AND MEMBERSHIP.** The Parties to this Agreement serve as the formal governance structure for carrying out the purposes of this Agreement.
  - 4.1 Each Party to this Agreement except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the **WRIA 9 Watershed Ecosystem Forum**. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position.
  - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the **WRIA 9 ILA Parties** shall meet and choose from among its members, according to the

provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **WRIA 9 ILA Parties**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as the executive subcommittee of the **WRIA 9 ILA Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **WRIA 9 ILA Parties** for action, consistent with other subsections of this section. The appointed representatives of the **WRIA 9 ILA Parties** shall consider new appointments or reappointments to the **Management Committee** every two years following its initial appointments.

4.3 The services cost-shared under this agreement shall be provided to the **WRIA 9 ILA Parties and the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **WRIA 9 ILA Parties**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.

4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the Parties to this Agreement.

4.4 The **WRIA 9 ILA Parties** by September 1 of each year shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the

**WRIA 9 Management Committee.** Individual Party cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such Party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the Management Committee, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.

4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the Parties that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those Parties purchasing the additional services.

4.5 The **WRIA 9 ILA Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **WRIA 9 ILA Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.

4.6 The **WRIA 9 ILA Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.

4.7 The Parties to the **WRIA 9 Interlocal Agreement** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.

4.8 The **WRIA 9 ILA Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **WRIA 9 ILA Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous

agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.

- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the Parties to the **WRIA 9 Interlocal Agreement**, the **WRIA 9 ILA Parties** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 9** action.
- 5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:

- 6.1 The **WRIA 9 Watershed Ecosystem Forum** shall provide information to the **WRIA 9 ILA Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **WRIA 9 Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **WRIA 9 ILA Parties** may authorize additional advisory bodies to the **WRIA 9 Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **WRIA 9 ILA Parties**.
- 6.2 The **WRIA 9 ILA Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **WRIA 9 Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **WRIA 9 Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **WRIA 9 ILA Parties** for decision.
- 6.3 The **WRIA 9 ILA Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or

ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **WRIA 9 ILA Parties** shall undertake a review for consideration of the remanded changes to the plan. The **WRIA 9 ILA Parties** may include further referral to the **WRIA 9 Watershed Ecosystem Forum** for recommendation or amendments thereto.

6.5 The Parties agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any Party to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **WRIA 9 ILA Parties** under this Agreement, including all such obligations related to the **WRIA 9 ILA Parties** and **WRIA 9 Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.

7.2 The maximum funding responsibilities imposed upon the parties during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.

7.3 No later than September 1 of each year of this Agreement, the **WRIA 9 ILA Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. Parties may elect to secure grant funding to meet their individual obligations.

7.4 Funds collected from the Parties or other sources on behalf of the **WRIA 9 ILA Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 9 ILA Parties** pursuant to rules and procedures established and agreed to by the **WRIA 9 ILA Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

- 7.5 Any Party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** A county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **WRIA 9 ILA Parties** shall not apply to this section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a new Party. The terms and conditions shall include payment of an amount by the new Party to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **WRIA 9 ILA Parties** and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 9 ILA Parties** as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to only meet their respective share of the obligations of the **WRIA 9 ILA Parties** as reflected in the annual budget. The shares of any terminating Party shall not be the obligation of any of the Parties not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties. In the event this Agreement is terminated all unexpended funds shall be refunded to the Parties pro rata based on each Party's cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing Party if such Party can be identified, and if the Party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other

Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the *Salmon Habitat Plan*.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 9 ILA Parties* or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

CITY OF ALGONA:

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

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

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

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

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

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

Approved as to form:

CITY OF AUBURN:

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

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

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

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

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

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

Approved as to form:

CITY OF BLACK DIAMOND:

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

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

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

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

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

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

Approved as to form:

CITY OF BURIEN:

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

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

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

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

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

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

Approved as to form:

CITY OF COVINGTON:

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

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

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

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

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

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

Approved as to form:

CITY OF DES MOINES:

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

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

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

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

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

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

Approved as to form:

CITY OF ENUMCLAW:

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

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

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

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

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

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

Approved as to form:

CITY OF FEDERAL WAY:

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

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

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

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

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

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

Approved as to form:

CITY OF KENT:

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

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

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

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

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

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

Approved as to form:

KING COUNTY:

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

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

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

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

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

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

Approved as to form:

CITY OF MAPLE VALLEY:

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

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

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

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

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

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

Approved as to form:

CITY OF NORMANDY PARK:

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

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

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

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

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

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

Approved as to form:

CITY OF RENTON:

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

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

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

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

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

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

Approved as to form:

CITY OF SEATAC:

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

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

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

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

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

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

Approved as to form:

CITY OF SEATTLE:

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

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

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

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

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

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

Approved as to form:

CITY OF TACOMA:

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

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

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

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

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

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

Approved as to form:

CITY OF TUKWILA:

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

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

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

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

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

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

**Exhibit A**  
**WRIA Based Cost Share: WRIA 9**  
**Regional Watershed Funding**  
**For 2016**

**Total: \$424,320**

*Note: Beginning with the 2017 cost shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2016-2025.*

**Watershed Ecosystem Forum Approved May 14, 2015**

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost-Share Amount (Average of Pop, AV, Area)*	WRIA 9 Jurisdiction	
1 Algona*	0.23%	1,543	0.19%	\$197,378,600	0.16%	363.06	0.19% \$784	1 Algona	
2 Auburn*	6.06%	40,956	5.06%	\$5,318,451,800	5.67%	12,550.28	5.59% \$22,686	2 Auburn	
3 Black Diamond	0.61%	4,120	0.57%	\$595,345,385	1.95%	4,308.20	1.04% \$4,219	3 Black Diamond	
4 Burien	6.51%	44,006	5.10%	\$5,356,038,587	2.86%	6,340.17	4.82% \$19,554	4 Burien	
5 Covington	2.54%	17,190	1.86%	\$1,954,508,239	1.70%	3,773.03	2.04% \$8,252	5 Covington	
6 Des Moines	4.30%	29,090	2.66%	\$2,792,105,100	1.78%	3,951.55	2.91% \$11,817	6 Des Moines	
7 Enumclaw*	0.65%	4,366	0.55%	\$573,979,500	0.62%	1,380.31	0.61% \$2,453	7 Enumclaw	
8 Federal Way*	9.01%	60,918	5.06%	\$5,316,134,126	3.63%	8,048.27	5.90% \$23,925	8 Federal Way	
9 Kent*	16.35%	110,605	12.06%	\$12,671,122,513	9.84%	21,781.73	12.75% \$51,698	9 Kent	
10 King County*	15.04%	101,701	10.66%	\$11,206,469,402	53.44%	118,333.97	26.38% \$106,972	10 King County	
11 Maple Valley*	1.67%	11,299	1.77%	\$1,863,263,500	1.37%	3,034.15	1.60% \$6,507	11 Maple Valley	
12 Normandy Park	0.95%	6,435	1.23%	\$1,289,320,500	0.72%	1,593.21	0.97% \$3,917	12 Normandy Park	
13 Renton*	4.47%	30,221	4.09%	\$4,299,847,610	2.75%	6,096.59	3.77% \$15,291	13 Renton	
14 SeaTac	3.78%	25,530	2.78%	\$2,918,228,100	1.85%	4,092.51	2.80% \$11,354	14 SeaTac	
15 Seattle*	25.18%	170,297	42.49%	\$44,654,964,773	9.00%	19,919.60	25.55% \$103,624	15 Seattle	
16 Tukwila	2.66%	18,000	3.90%	\$4,096,959,014	2.65%	5,867.21	3.07% \$12,448	16 Tukwila	
	100.0%	676,277	100.0%	\$105,104,116,749	100.0%	221,433.83	100.0% \$405,500	<b>SUBTOTAL</b>	
							+Tacoma	\$18,820	
								<b>\$424,320 TOTAL</b>	

**NOTES:** Cost shares reflect 2009 annexations of North Highline to Burien and Kent NE to Kent. No annexations or incorporations have occurred since these two major annexations.

**DATA SOURCES:**

- 2007 Puget Sound Regional Council population estimates by census tract.
- 2009 King County Assessor's data. Assessed value of parcels owned by Port of Seattle Aviation Division is excluded from the analysis.
- Adjusted Acres excludes the Upper Green River subwatershed from King County's area and excludes Port of Seattle Aviation Division properties (airport and residential buyouts) from Burien, Des Moines, and SeaTac shares.

\* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9 (% population + % assessed value + % area divided by 3 = Cost Share)

## Consent Agenda Item C-5

Covington City Council Meeting

Date: August 11, 2015

SUBJECT: APPROVE INTERLOCAL AGREEMENT WITH KING COUNTY SHERIFF'S OFFICE FOR USE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Interlocal Agreement

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:

King County has updated the Automated Fingerprint Identification System (AFIS) Interlocal Agreement to formalize how law enforcement agencies throughout King County use Livescan (inkless fingerprint capture stations) and Mobile ID devices (devices that allow officers to do an identification check in the field rather than bringing an individual back to the station for fingerprinting). These practices have been in place for a number of years (e.g. Livescan devices have been in use since 1999). The ILA before the Council today formalizes those practices in writing. The ILA also provides enhanced indemnification language to conform to the indemnification language in the police contract ILAs between King County and its contract cities, including the City of Covington.

Background:

The King County Automated Fingerprint Identification System (AFIS) is a countywide crime fighting tool that has been in place since 1986. AFIS's two primary purposes are to:

Quickly identify arrested individuals, preventing the wrongful release of those using false names  
Identify crime scene fingerprints that aid in investigations and to provide evidence in court.

Police departments in all 39 cities in King County; the King County Sheriff's Office in unincorporated King County; and the police agencies affiliated with the Port of Seattle, the University of Washington, and Sound Transit, are part of the AFIS system. AFIS, which is managed by the King County Sheriff's Office, is supported entirely by a voter-approved property tax levy. The current levy period runs from 2013-2018. Since its inception in 1986, AFIS has identified thousands of suspects, assisting in the apprehension of criminal suspects and confirming the identity of individuals who are detained or booked in jail.

The program relies on two key pieces of equipment to collect fingerprints – Livescan stations and Mobile ID devices.

Livescan: Livescan stations, which have been in use since 1999, are used to capture high-quality fingerprints and transmit them electronically to the AFIS database for fast identification. The information is immediately available for search in the local AFIS system and for transmittal to state and federal identification systems. Livescan is used by police agencies and correctional facilities. Positive identification of individuals prevents offenders from evading warrants, hiding criminal records, or from being held wrongfully for others' warrants. The data gathered through Livescan is also used to update state and federal systems so that courts, law enforcement and licensing agencies have access to the most current criminal history record information possible. Livescan stations are placed throughout King County, including one that is housed in the Covington Police Department holding cell.

Mobile ID: Beginning in 2011, AFIS began deploying Mobile ID devices on a limited pilot basis. Mobile ID devices allow officers to collect fingerprints and perform an AFIS search in the field using a handheld wireless device. The use of the Mobile ID devices allows the officer to make a quick and informed decision to book or to release an individual while remaining on patrol. Absent the Mobile ID devices, officers must bring suspects to locations with a Livescan station (i.e. the holding cell at the Covington Police Department) in order to collect fingerprints and conduct an AFIS search, requiring more officer time. The pilot has shown that use of the Mobile ID devices is effective.

The current 6-year AFIS levy (2013 – 2018) includes funding to expand the number of Mobile ID devices. The AFIS program intends to distribute 250 new Mobile ID devices to police agencies throughout the county as cities sign the interlocal agreements for their use. Once Covington signs the ILA, the City is slated to receive 5 Mobile ID devices for use by Covington police officers.

The Interlocal Agreement (ILA) currently before the Covington City Council formalizes the practices that are already in use for Livescan and Mobile ID devices. The ILA contains indemnification language that is compatible with the indemnification language in Covington's contract with the King County Sheriff's Office for police services in Covington.

ALTERNATIVES: Not Applicable

FISCAL IMPACT:

Approving the ILA creates no financial impact to the City of Covington. The AFIS program is funded entirely by a dedicated, countywide, voter-approved property tax levy that is managed by King County.

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

**Councilmember \_\_\_\_\_ moves, and Councilmember \_\_\_\_\_ seconds a motion authorizing the City Manager to sign the Interlocal Agreement with King County governing the Automated Fingerprint Identification System (AFIS) program.**

REVIEWED BY: City Clerk

# ATTACHMENT 1

## REVISED INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF COVINGTON, WHICH CONTRACTS WITH THE SHERIFF'S OFFICE FOR POLICE SERVICES

for use of

### ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

THIS AGREEMENT is entered into between King County ("County") and the city of Covington ("Agency"), which contracts with King County Sheriff's Office for police services. The County and the Agency may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381; and

WHEREAS, the Agency wishes to use AFIS services through Electronic Fingerprint Capture Equipment ("FP Equipment") including the necessary software and computer equipment, and system maintenance services;

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement, the Parties hereto agree as follows:

#### I. PURPOSE

The purpose of this Interlocal Agreement is to establish the terms under which FP Equipment, which the County approves for placement in the Agency, will be used and maintained. This applies to FP Equipment previously approved for placement in the Agency and FP Equipment approved for placement in the Agency during the term of this agreement. The goals of this Agreement are to:

- Protect the public by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.
- Provide efficiency and accuracy in criminal record reporting to the Washington State Patrol ("WSP") and the Federal Bureau of Investigation ("FBI").
- Improve the quantity and quality of fingerprints available for search in the King County Regional AFIS Database.

FP Equipment is defined as:

- Livescan: stationary electronic fingerprint capture equipment used to obtain full sets of fingerprints for purposes of searching and storing in AFIS;
- Mobile ID: mobile electronic fingerprint capture equipment used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These prints are not stored in AFIS.

## II. CONTRACT ADMINISTRATION

- A. This Agreement shall be administered by the King County Sheriff through the Regional AFIS Manager or other designee and the Agency Chief of Police or its designee. Each Party's governing body shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

## III. GENERAL TERMS AND CONDITIONS

- A. The County, in its sole discretion, will decide whether to place FP Equipment in the Agency.
- B. All FP Equipment purchased by the County and located at the Agency's site shall remain the property of the County.
- C. The County may require the Agency to return FP Equipment to the County at any time, for any reason.
- D. All FP Equipment that has been installed by the King County Regional AFIS Program will be available for use by any other law enforcement agency operating within King County, if feasible, and no charge for the use of those devices by other agencies will be levied by the Agency.
- E. All FP Equipment shall be used exclusively for biometric purposes only.
- F. Statistics, or any information, which is pertinent to the FP Equipment and AFIS Program and requested by the King County Regional AFIS Manager, will be compiled by the Agency and submitted as needed.
- G. The Agency shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.
- H. The County may remove any Agency employee's rights to use FP Equipment at any time, for any reason.
- I. The Agency shall ensure that no Agency employee, officer or agent sells, transfers, publishes, discloses, or otherwise makes available any FP Equipment, software, documentation or copies thereof to any third party without the express written authorization of the County.
- J. The Agency agrees to notify the County immediately of any FP Equipment access code of any person who leaves Agency employment so that the County may delete that person's access code in order to maintain the integrity of the AFIS.
- K. The Agency will comply with all FP Equipment requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to the Agency and automatically incorporated as a new Exhibit A to this agreement. No council approval will be required to amend the Exhibit A.
- L. The Agency will comply with the Regional AFIS Program Biometric Handheld Fingerprint Identification Policy. Copy attached as Exhibit B. The Regional AFIS Manager may revise this policy at any time. Any revised policy will be provided to the Agency and automatically incorporated as a new Exhibit B to this agreement. No council approval will be required to amend the Exhibit B.

#### **IV. AGENCY LIAISONS AND TRAINING**

- A. The Agency shall assign at least one (1) Liaison. The Agency may assign separate Liaisons for each type of FP Equipment.
- B. All Agency Liaisons are required to attend training in the proper use of and the administrative functions of the FP Equipment. Training shall be provided by the County designated Trainer.
- C. Agency Liaisons for Livescan are responsible to work with the County to schedule staff training, provide user access, perform queue maintenance, and conduct system troubleshooting and testing.
- D. Agency Liaisons for Mobile ID are responsible to work with the County to schedule Agency staff to install the Mobile ID software, schedule staff training, and conduct system troubleshooting and testing.
- E. All Agency FP Equipment Operators are required to attend County provided training in the proper use of the FP Equipment by the County designated Trainer.

#### **V. INSTALLATION AND MAINTENANCE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT**

##### **A. Costs paid by County**

The County shall pay for the one-time delivery and installation of the FP Equipment approved for placement in the Agency. The County shall be responsible for all maintenance costs on the FP Equipment, unless otherwise specified below.

##### **B. Costs paid by Agency**

The Agency shall pay the following costs related to FP Equipment:

1. Any cost for office space remodeling which may be necessary to accommodate the Agency's Livescan installation;
2. Any internal infrastructure which may be necessary to connect the Agency to the King County Network. This infrastructure may include a Local Area Network, wiring, or other equipment;
3. Services in connection with the relocation of the FP Equipment or the additional removal of items of equipment, attachments, features, or other devices, except as may be mutually agreed by written amendment to this Agreement;
4. Electrical work external to the Agency's FP Equipment;
5. Repair or replacement of damaged or lost FP Equipment from any cause whatsoever, while in the care, custody and/or control of the Agency;
6. Repair or replacement to FP Equipment due to the FP Equipment being modified, damaged, altered, moved or serviced by personnel other than County's Contractor or its authorized representative;

7. Purchase of consumable FP Equipment supplies, such as printer toner cartridges, cleaning supplies, and gloves;
  8. Agency employee salary cost and any overtime pay which may be necessary to complete initial or ongoing use or training for FP Equipment;
  9. Cost of integrating any Agency system to the FP Equipment.
  10. Costs associated with moving FP Equipment.
  11. Costs associated with preventative cleaning of FP Equipment.
- C. The County shall act as the point of contact for any questions or service calls from the Agency that need to be relayed to the FP Equipment Contractor. The County shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.
  - D. The Agency shall provide a means of gaining access to the FP Equipment twenty-four (24) hours a day, seven (7) days a week for the purpose of installation, service calls, regular maintenance and special maintenance, when agreed upon in advance between parties. The Agency shall permit the County and/or the FP Equipment Contractor prompt and free access to the FP Equipment, including the ability to access the Livescan remotely.
  - E. The Agency will not make or permit any person other than the County or the FP Equipment Contractor to make any adjustment or repair to the FP Equipment. The Agency will not relocate, modify, change, or attempt to connect said FP Equipment without the prior written permission of the AFIS Regional Manager. The Agency will not attempt to service the FP Equipment, except for normal cleaning, and will not permit anyone other than the County or the FP Equipment Contractor to perform maintenance services in connection with the FP Equipment.
  - F. The Agency shall promptly notify the County of any error, defect, or nonconformity in the FP Equipment.
  - G. The Agency shall perform preventative cleaning of the FP Equipment in accordance with the written instructions and schedules provided by the County.
  - H. Any local system or network changes that would affect the FP Equipment or King County network must be reviewed by King County prior to implementation.
  - I. The Agency shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the FP Equipment Security Policy as described in Exhibit A.

## **VI. DURATION, TERMINATION AND AMENDMENT**

- A. This Agreement shall become effective when it is signed by both Parties.
- B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.
- C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Article II., thirty (30) days advance written notice of the termination.
- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way the County may, upon written notification to the Agency's administrator, as described in Article II.,

terminate or suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

- E. This Agreement shall terminate without penalty in the event that, in the opinion of the County, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.
- F. Upon termination of this Agreement, the Agency shall cooperate in the return of all King County property to the County. Such a return would be coordinated by the Regional AFIS Manager.
- G. As described in Article III.K and L, any changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the parties.

## **VII. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- A. In no event will the County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.
- B. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the Agency, its employees, contractors or others by reason of this Agreement.
- C. Each party shall protect, indemnify and save harmless the other party, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the other party's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to the other party of work, services, materials or supplies by the other party's employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.
- D. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- E. The County shall indemnify and hold harmless the Agency 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 this agreement. In the event that any such suit based upon such a claim, action, loss or damages is brought against the Agency, the County shall defend the same at its sole cost and expense; provided that the Agency 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 Agency, and its officers, agents, and employees, or any of them, or jointly against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- F. The Agency 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 Agency, its officers, agents, and employees, or any of them relating to or arising out of this agreement. In the event that any suit based upon such a claim, action, loss or damages is brought against the County, the Agency 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 Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.

G. 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.

**VIII. CHOICE OF LAW AND VENUE**

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

**IX. DISPUTES**

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this article.

**X. NO THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**XI. WARRANTY OF RIGHT TO ENTER INTO AGREEMENT**

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement for each Party have the authority to bind that Party.

**XII. ENTIRE AGREEMENT**

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, the governing body of each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

<b>KING COUNTY</b>	<b>AGENCY:</b>
_____	_____
NAME OF PERSON SIGNING	NAME OF AGENCY
_____	_____

TITLE OF PERSON SIGNING <hr/>	NAME OF PERSON SIGNING <hr/>
DATE SIGNED	TITLE OF PERSON SIGNING <hr/>
	DATE SIGNED

EXHIBITS:

- A: FP Equipment Requirements
- B: Biometric Handheld Fingerprint Identification Policy

## EXHIBIT A

### FINGERPRINT EQUIPMENT REQUIREMENTS

#### I. LIVESCAN SPECIFIC REQUIREMENTS

##### A. Environmental

The County shall provide an Uninterruptible Power Supply (“UPS”) to be used with the Livescan equipment at no cost to the Agency.

The Agency shall provide the County with a minimum of two fixed IP addresses to be used only for the Livescan system and fingerprint card printer.

Cities must provide the proper environment for the Livescan, to include:

1. Consistent temperature ranging from 60 to 80 degrees Fahrenheit.
2. Consistent humidity ranging from 20% to 80% non-condensing.
3. Network connections no more than 3-4 feet from equipment.
4. Total of 4 power outlets within 3-4 feet of the Livescan system.

*Note: It is recommended that Cities have a dedicated 120V, 15Amp, 60Hz power line for the Livescan to avoid circuit overload.*

##### B. Local Interfaces

Livescans may be integrated with local records management systems provided that:

1. All development and installation costs are paid by the Agency
2. The integration specifications are provided for review and approval by the County prior to implementation
3. The integration is tested by the County prior to implementation

##### C. Fingerprint, Palmprint and Arrest Record Transmission

1. All Agency criminal misdemeanor, gross misdemeanor, and felony fingerprints and palmprints, on both adults and juveniles, will be electronically transmitted to the King County Regional AFIS database for search and registration.
2. The King County Regional AFIS will transmit the Agency’s fingerprint images, charge and demographic data, electronically to the Washington State Patrol for processing.
3. The Agency will be solely responsible for the accuracy of all demographic and charge information on its fingerprint and palmprint submissions. The County will not edit any suburban Agency demographic or charge information prior to submitting to Washington State Patrol.

## **II. MOBILE IDENTIFICATION SPECIFIC REQUIREMENTS**

The Agency must provide the proper environment for the Mobile ID software, to include:

- A. The Mobile Data Terminal or patrol vehicle mounted laptop running Windows 7 (32 or 64 bit) operating system.
- B. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy.

## **III. QUALITY CONTROL**

Maintaining the quality of the Regional AFIS database is important in order to continue our region's ability to identify criminals and solve crimes. The Agency shall submit electronically captured fingerprints and palmprints (where applicable) to the Regional AFIS database that are of the best possible quality. The County will provide training to Agency staff, either through the FP Equipment Contractor or the County. The Agency and County will work together to ensure that all users are trained to competency. The County will review the quality of electronically captured prints and inform Agency of operators not meeting standards. These operators may be required to repeat training, and must improve their overall quality, in order to maintain access to the FP Equipment.

## **IV. NETWORKING**

The Agency will provide coordination of Agency IT staff, when needed, to ensure secure networking is in place.

The Agency shall report, in advance when possible, all network changes and/or outages which have the potential to disrupt FP Equipment connectivity. Reporting can be made via the King County Service Request Line (206-263-2777) or the AFIS IT mailbox ([AFISITHelp@kingcounty.gov](mailto:AFISITHelp@kingcounty.gov)).

## **V. SECURITY**

### **A. Roles and Responsibilities**

Each participating Agency is responsible for establishing appropriate security control.

All member Cities shall provide security awareness briefing to all personnel who have access to King County FP Equipment.

### **B. Monitoring**

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

Security-related incidents that impact County FP Equipment data or communications circuits shall be reported immediately upon discovery by the Agency to the King County Regional AFIS Program.

### **C. Physical Security**

Cities must assume responsibility for and enforce the system's security standards with regard to all Cities and users it services. The Agency must have adequate physical security to protect against any unauthorized access to FP Equipment, or stored/printed data at all times.

#### D. Network Environment Security

Cities hosting the connection of FP Equipment shall ensure adequate security measures are taken to provide protection from all forms of unauthorized and unsolicited access to FP Equipment. These security measures will be in compliance with Federal Information Processing Standard (FIPS) 140-2.

Cities are required to provide, manage, and maintain a firewall that segments the FP Equipment from any foreign non-public safety networks.

Any exceptions to this or any other network security requirement must be approved by the Regional AFIS Manager under the guidance of King County by and through its Sheriff's Office Information Services Section and King County Information Technology.

If a security breach occurs and personal identifiable information or confidential data is released or compromised, the host Agency shall bear the responsibility and costs to notify affected individuals whose information was released or compromised. This will be completed in accordance with any applicable state or federal laws.

## EXHIBIT B



### BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY King County Regional Automated Fingerprint Identification System (AFIS)

#### I. PURPOSE

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

#### II. PROGRAM

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

In the future, a simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

- A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.
- B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.
- C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

#### III. PROCEDURE

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

- A. An officer may use Mobile ID when there is probable cause to arrest a suspect.
- B. An officer may also use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.
- C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.
- D. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.

**SUBJECT:** PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE  
EXTENDING THE MORATORIUM ON MEDICAL MARIJUANA  
PRODUCTION AND PROCESSING FACILITIES, DISPENSARIES,  
COLLECTIVE GARDENS, AND RELATED BUSINESSES FOR AN  
ADDITIONAL SIX MONTHS

**RECOMMENDED BY:** Richard Hart, Community Development Director  
Sara Springer, City Attorney

**ATTACHMENT(S):**

1. Proposed ordinance extending said moratorium for an additional six months.

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

**EXPLANATION:**

The purpose of this agenda bill action is to hold a public hearing to allow public testimony and take action extending the moratorium on medical marijuana production and processing facilities, dispensaries, and collective gardens for an additional six months.

In August 2011, the city council established a twelve-month moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens. That moratorium was extended for an additional six months in August 2012, February 2013, August 2013, February 2014, August 2014, and February 2015. This proposed ordinance would further extend the moratorium for an additional six months, until February 2016, unless earlier terminated.

As previously briefed to council, staff anticipated that during the 2015 legislative session the state legislature would enact a new regulatory framework for medical marijuana, substantially similar to the recently adopted state regulations for recreational marijuana. As predicted, the state legislature passed SB 5052, the Cannabis Patient Protection Act (the "Act"), and Governor Inslee signed it into law, with partial vetoes, this past April. In July, the state legislature and governor also passed and signed into law SHB 2136, which amended portions of SB 5052.

As a general overview, the Act:

- Establishes the state Liquor Control Board as the regulatory agency overseeing medical marijuana and renames the board the Liquor and Cannabis Board (LCB);
- Provides guidance for rules and regulation of medical marijuana, which will be regulated through the same structure as provided through I502;

- Requires marijuana retail businesses to apply for a medical marijuana endorsement through the LCB if they desire to sell medical marijuana in addition to recreational marijuana. Accordingly, the LCB must reopen the license period for retail stores and allow for additional licenses to be issued to address the needs of the medical market;
- Repeals medical marijuana collective gardens, replacing them with medical marijuana personal grows and cooperatives. Qualified patients may grow up to fifteen plants in their home. Up to four qualifying patients or designated providers may form a medical marijuana cooperative, which is permitted to grow up to sixty plants at a cooperative location; and
- Gives authority to cities, towns, counties, and other municipalities to create and enforce civil penalties for the growing or processing of marijuana and for keeping marijuana plants beyond or otherwise not in compliance with the rules and regulations of cooperatives.

The Act, and subsequent amendments, has various enactment dates over the course of the next year. Most notably, non-state-licensed marijuana establishments must obtain a state license, and collective gardens will no longer be legal, as of July 1, 2016.

Over the next several months, city staff will explore possible zoning, licensing, and enforcement regulations for medical marijuana under the Act. This fall, staff intends to present policy options to the council and seek direction on permanent marijuana regulations under the Covington Municipal Code. Staff will then bring back final marijuana regulations for the council to pass before the moratorium (if extended) expires in February 2016. This timeline also provides direction for prospective applicants of new marijuana retail, production, processing, or research facilities that must receive a state license to operate by July 1, 2016.

ALTERNATIVES:

- 1. Let the moratorium expire.** This option is not recommended by staff. If the moratorium expires without any further action by the city, there will be no local regulations in place to govern the placement and operation of any medical marijuana businesses or facilities.

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION:      X   Ordinance        Resolution        Motion        Other

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to pass an ordinance, in substantial form as that attached hereto, to extend the moratorium on medical marijuana collective gardens, production and processing facilities, dispensaries, and related businesses for an additional six-months.**

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

# ATTACHMENT 1

## ORDINANCE NO. 06-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, TO EXTEND THE MORATORIUM ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MEDICAL MARIJUANA DISPENSARIES, PRODUCTION FACILITIES, PROCESSING FACILITIES, COLLECTIVE GARDENS, AND RELATED BUSINESSES WITHIN THE CITY OF COVINGTON FOR SIX MONTHS; PROVIDING FOR A PUBLIC HEARING ON THE MORATORIUM; ADOPTING FINDINGS OF FACT SUPPORTING THE MORATORIUM ADOPTED BY ORDINANCE NOS. 08-11, 12-12, 01-13, 07-13, 05-14, 10-14; AND 02-15, AND PROVIDING FOR SEVERABILITY.

WHEREAS, on August 9, 2011, the Covington City Council passed Ordinance No. 08-11, which declared an emergency necessitating the immediate imposition of a moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens, as more particularly described in Ordinance No. 08-11; and

WHEREAS, on July 24, 2012, the Covington City Council passed Ordinance No. 12-12, which provided for a six-month extension of the moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, collective gardens, or any business or organization offering any type of service relating to collective gardens or to producing, processing, or dispensing medical marijuana; and

WHEREAS, on January 8, 2013, August 27, 2013, February 25, 2014, August 12, 2014, and February 10, 2015, the Covington City Council passed Ordinance Nos. 01-13, 07-13, 05-14, 10-14, and 02-15, respectively, which provided for additional six-month extensions of said moratorium; and

WHEREAS, Chapter 69.51A of the Revised Code of Washington (RCW), creates an affirmative defense for qualifying patients to the charge of possession of marijuana, and provides that such patients can, as an alternative to growing marijuana for their own use, designate a designated provider who can provide medical marijuana to only one patient at a time; and

WHEREAS, the Washington State Department of Health has opined that “the law [current Chapter 69.51A RCW] does not allow dispensaries” and that it is “not legal to buy or sell marijuana,” but the Department of Health has left enforcement of the law to local officials; and

WHEREAS, the U.S. Attorneys for Washington State have reiterated that marijuana possession, production, and distribution is a federal criminal offense and that local officials and

employees would not be immune to prosecution under the federal Controlled Substances Act, 21 U.S.C. §801 et seq., even if state law decriminalized the use, possession, and production of marijuana for medical purposes; and

WHEREAS, the state legislature passed SB 5052, the Cannabis Patient Protection Act (the “Act”) and the governor signed it into law in April 2015; and

WHEREAS, the Act establishes the state Liquor Control Board, now Liquor and Cannabis Board, as the oversight body for medical marijuana, provides guidance and rules for the regulation and licensing of medical marijuana, and eliminates collective gardens to be replaced with medical marijuana collectives and personal grows; and

WHEREAS, the significant portions of the Act that affect the city’s zoning and licensing regulations does not go into effect until July 1, 2016; and

WHEREAS, the City of Covington currently has no licensing, zoning, or land use requirements that address collective gardens for medical marijuana production or that address medical marijuana production, processing, or dispensing facilities, should such dispensaries be determined to be authorized; and

WHEREAS, unregulated medical marijuana uses are anticipated to have negative secondary impacts including a possible increase of criminal activity in the area of collective gardens, a possible increase in illegal drug activity in the area of the collective gardens, possible illegal distribution of medical marijuana, and may present health and safety concerns related to the handling of chemicals used in the growing and processing of marijuana, the ventilation of collective gardens and related air quality issues, and the electrical wiring of collective garden facilities; and

WHEREAS, the Covington City Council established a moratorium to prevent the location and vesting of any medical marijuana collective gardens or medical marijuana production, processing, or dispensing facilities within the city while the city lacks the necessary tools to ensure regulation of the negative secondary impacts and health and safety concerns and to maintain the status quo while legal, political, and policy and city code impacts are studied and considered; and

WHEREAS, city staff requires time to analyze all provisions of the Act to recommend and develop a system of permanent regulations for all marijuana establishments and uses within the city; and

WHEREAS, the city must extend the moratorium on the establishment, location, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, collective gardens, and related businesses for six months to act as a stop-gap measure to provide an opportunity for staff to harmonize and incorporate the provisions of the Act with the city’s current interim regulations for recreational marijuana and to avoid the unregulated establishment of collective gardens within the city with rights contrary to and

inconsistent with any revision the city may make to its regulatory scheme as a result of the city's continued consideration of this matter; and

WHEREAS, on August 11, 2015, the city council held a properly noticed public hearing on the moratorium as required by RCW 35A.63.220, and on that date accepted testimony from all members of the public desiring to be heard on the subject; and

WHEREAS, based upon the public testimony received on August 11, 2015, and based upon additional materials presented by city staff, a moratorium of limited duration is in the public interest; and

WHEREAS, on August 11, 2015, the city council considered the foregoing facts, materials, and testimony, and deliberated on the issue of whether to continue the moratorium; and

WHEREAS, RCW 35A.63.220 authorizes the city council to adopt land use moratoria; and

WHEREAS, on August 11, 2015, the city's SEPA Responsible Official determined that the moratorium is exempt from SEPA under RCW 43.21.030(2) (c);

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

Section 1. Adoption of Defined Terms. For the purpose of this ordinance, the definitions of "Medical marijuana dispensary", "Medical marijuana processing facility", "Medical marijuana production facility", and "Medical marijuana collective garden" in Ordinance No. 08-11 are hereby adopted by reference as if fully set forth herein.

Section 2. Findings of Fact. In accordance with RCW 35A.63.220, which requires the city council to adopt findings of fact justifying the adoption of moratoria, the "WHEREAS" clauses set forth above are hereby adopted as the city council's findings of fact in support of the moratorium imposed by this ordinance and are by this reference incorporated herein as if set forth in their entirety.

Section 3. Moratorium Expiration. This six-month moratorium shall expire six months after the Effective Date, unless earlier terminated.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction

of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect on the date listed below.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof this 11<sup>th</sup> day of August, 2015.

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Mayor Margaret Harto

PUBLISHED: August 14, 2015

EFFECTIVE: August 19, 2015

ATTESTED:

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Sharon Scott, City Clerk

APPROVED AS TO FORM:

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Sara Springer, City Attorney

**Agenda Item 2**  
Covington City Council Meeting  
Date: August 11, 2015

**SUBJECT:** CONSIDER APPOINTMENTS TO OPENINGS ON THE PLANNING COMMISSION

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

**ATTACHMENTS:** See Interview Schedule and Applications provided separately.

**PREPARED BY:** Joan Michaud, Senior Deputy City Clerk

**EXPLANATION:**

**Planning Commission – Seven Members:**

- Three positions open: one of the three positions may reside outside Covington but must be within a three mile radius of Covington city limits.
- The following applicants were interviewed by the Council on Tuesday, August 11, 2015.

<b><u>Name of Applicant</u></b>	<b><u>Inside or Outside</u></b>
Kevin Holland	Resides <b>Inside</b> Covington
Paul Max	Resides <b>Inside</b> Covington
Michele ‘Chele’ Dimmett	Resides <b>Inside</b> Covington
Jennifer Gilbert-Smith	Resides <b>Outside</b> Covington*

\*within three mile radius of Covington city limits

NOTE: Ordinance No. 25-01 “Membership in the Planning Commission shall be limited to residents within the City; provided, however, at any given time the commission may consist of a maximum of two members who reside outside the City, but within a three-mile radius of the City limits. No member shall serve longer than two consecutive terms.”

**ALTERNATIVES:**

Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the open position.

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill an open position on the Planning Commission for an applicant residing inside Covington city limits with a term expiring August 31, 2019.**

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill an open position on the Planning Commission for an applicant residing inside Covington city limits with a term expiring August 31, 2019.**

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill an open position on the Planning Commission for an applicant residing inside or outside Covington city limits (within three-mile radius) with a term expiring August 31, 2019.**

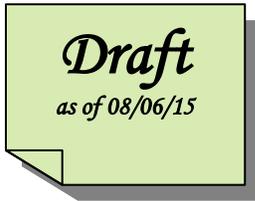
REVIEWED BY: City Manager  
Community Development Director  
City Clerk/Executive Assistant

**DISCUSSION OF  
FUTURE AGENDA TOPICS:**

**7:00 p.m., Tuesday, August 25, 2015 Regular Meeting**

**7:00 p.m., Tuesday, September 8, 2015 Regular Meeting**

**(Draft Agendas Attached)**



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

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

**Tuesday, August 25, 2015  
7:00 p.m.**

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

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**CALL CITY COUNCIL REGULAR MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION – NONE**

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

**APPROVE CONSENT AGENDA**

C-1. Minutes (Scott)

C-2. Vouchers (Hendrickson)

**REPORTS OF COMMISSIONS**

- Human Services Chair Fran McGregor: June 11, July 9, and August 13 meetings.
- Parks & Recreation Chair Laura Morrissey: August 19 meeting.
- Planning Chair Bill Judd: August 6 and August 20 meetings.
- Arts Chair Lesli Cohan: August 13 meeting.
- **Future Meetings:** Economic Development Council: Next meeting August 27.

**PUBLIC HEARING – NONE**

**CONTINUED BUSINESS – NONE**

**NEW BUSINESS - NONE**

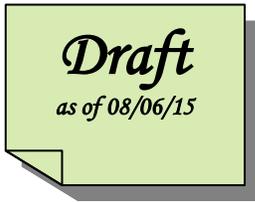
**COUNCIL/STAFF COMMENTS - Future Agenda Topics**

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

**EXECUTIVE SESSION – If Needed**

**ADJOURN**

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



**CITY OF COVINGTON  
CITY COUNCIL REGULAR MEETING AGENDA**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)

**Tuesday, September 8, 2015**  
**7:00 p.m.**

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

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**CALL CITY COUNCIL REGULAR MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION**

- Recognition of State Legislators (Council)
- Mayor's Day of Concern for the Hungry Proclamation – Saturday, September 19, 2015 (Throm)
- Fire Prevention Week Proclamation – Week of October 4, 2015 (\_\_\_\_\_)
- Domestic Violence Awareness Month Proclamation – October (Throm)
- National Recovery Month Proclamation – September (Paula Frederick, Kent Youth & Family Services)

**RECEPTION FOR STATE LEGISLATORS**

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

**APPROVE CONSENT AGENDA**

- C-1. Minutes: July 28, 2015 Special Study Session, July 28, 2015 Regular Meeting, August 11, 2015 Special & Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Consider Resolution to Adopt Comprehensive Emergency Management Plan Update (Bates)
- C-4. Consider Approving Land Lease with Kent School District for Gerry Crick Skate Park (Thomas)

**CONTINUED BUSINESS**

- 1. Continue Discussion of Funding Priorities (Bolli)

**NEW BUSINESS**

- 2. Consider Appointment to Arts Commission (Council)
- 3. Consider Appointments to Parks and Recreation Priorities Advisory Committee (Bolli)
- 4. Consider Approving Contract for Design of Covington Community Park Phase 2 and Park Design Update (Thomas)

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

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

**EXECUTIVE SESSION – if needed**

**ADJOURN**

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