



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

**Tuesday, November 22, 2011**  
**6:15 p.m.**

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

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*Council will interview Planning Commission applicants beginning at 6:15 p.m.*

**CALL CITY COUNCIL REGULAR MEETING TO ORDER – approximately 7:00 p.m.**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION - NONE**

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

**APPROVE CONSENT AGENDA**

C-1. Approval of Vouchers (Hendrickson)

C-2. Execute an Interlocal Agreement with King County for Jail Services (Matheson)

**REPORTS OF COMMISSIONS**

- Planning Chair Sean Smith: November 3 and November 17 meetings.
- Human Services Vice Chair Fran MacGregor-Hollums: November 10 meeting.
- Arts Chair Sandy Bisordi: November 10 meeting.
- Parks & Recreation Chair David Aldous: November 16 meeting.
- Economic Development Council Co-Chair Jeff Wagner: November 3 meeting.

**PUBLIC HEARING**

1. Receive Comments from the Public Regarding Proposed Fiscal Year 2012 Budget and Revenues Sources (Hendrickson)

**NEW BUSINESS**

2. Consider Appointment to Planning Commission (Council)
3. Establish Equipment Replacement Fund Policies and Procedures (Hendrickson)
4. Discuss Amendments to the Development Fees, Administrative Charges and Transportation Impact Fees (Hart)

5. Consider Ordinance to Set the Utility Tax Rate at Six Percent and Dedicate One Twelfth of Collections to Covington Community Park (Matheson)
6. Consider Ordinance to Set the 2011 Property Tax Levy for Collection in 2012 (Hendrickson)
7. Consider Ordinance Authorizing a Property Tax Increase as Required by RCW (Hendrickson)

**COUNCIL/STAFF COMMENTS**

- Future Agenda Topics

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

**EXECUTIVE SESSION**

- Potential Litigation. (RCW 42.30.110(1)(i))

**ADJOURN**

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

**Consent Agenda Item C-1**

Covington City Council Meeting

Date: November 22, 2011

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #26159-26239, in the Amount of \$182,632.04, Dated November 1, 2011; Paylocity Payroll Checks #1000201388-1000201402 Inclusive, Plus Employee Direct Deposits in the Amount of \$137,185.53, Dated October 28, 2011; and Paylocity Payroll Checks #1000219931-1000219944 Inclusive, Plus Employee Direct Deposits in the Amount of \$132,652.68, Dated November 10,2011.

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to approve for payment: Vouchers #26159-26239, in the Amount of \$182,632.04, Dated November 1, 2011; Paylocity Payroll Checks #1000201388-1000201402 Inclusive, Plus Employee Direct Deposits in the Amount of \$137,185.53, Dated October 28, 2011; and Paylocity Payroll Checks #1000219931-1000219944 Inclusive, Plus Employee Direct Deposits in the Amount of \$132,652.68, Dated November 10,2011.**

November 1, 2011

City of Covington

City of Covington

City of Covington  
Voucher/Check Register

Check # 26159 Through Check # 26239

In the Amount of \$182,632.04

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.

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Cassandra Parker  
Accountant

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Mark Lanza  
City Councilmember

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Wayne Snoey  
City Councilmember

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Marlla Mhoon  
City Councilmember

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

				<u>Check Amount</u>
<b>Check No:</b> 26159	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0206	<b>AFLAC</b>			
434778	Insurance premiums; October	11/01/2011		409.37
<b>Check Total:</b>				409.37
<b>Check No:</b> 26160	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1381	<b>Glenn Akramoff</b>			
1381-11	Akramoff; APWA conference, mileage	11/01/2011		95.02
1381-11	Akramoff; APWA conference, mileage	11/01/2011		95.03
<b>Check Total:</b>				190.05
<b>Check No:</b> 26161	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2374	<b>David Aldous</b>			
2374-11	Aldous; WRPA conference, parking	11/01/2011		16.00
<b>Check Total:</b>				16.00
<b>Check No:</b> 26162	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1705	<b>Alpine Products, Inc.</b>			
TM-120346	Tree Lighting; signs	11/01/2011		175.20
<b>Check Total:</b>				175.20
<b>Check No:</b> 26163	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2033	<b>Aquatic Specialty Services</b>			
1493	Aquatics; pool chemicals	11/01/2011		988.26
1494	Aquatics; clean/calibration, October	11/01/2011		124.90
<b>Check Total:</b>				1,113.16
<b>Check No:</b> 26164	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2373	<b>Avast Inc.</b>			
53	Office workstation relocation	11/01/2011		1,810.00
<b>Check Total:</b>				1,810.00
<b>Check No:</b> 26165	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0019	<b>AWC Employee Benefits Trust</b>			
100106158E	Nemens; COBRA insurance, November	11/01/2011		195.87
100106158E	Nemens; COBRA insurance, November	11/01/2011		457.04
100315L112	Medical Insurance Premiums, November	11/01/2011		7,811.08
100315L112	Medical Insurance Premiums, November	11/01/2011		5,642.72
100315L112	Medical Insurance Premiums, November	11/01/2011		1,920.39
100315L112	Medical Insurance Premiums, November	11/01/2011		1,839.57
100315L112	Medical Insurance Premiums, November	11/01/2011		1,301.94
100315L112	Medical Insurance Premiums, November	11/01/2011		5,286.72
100315L112	Medical Insurance Premiums, November	11/01/2011		1,574.47
100315L112	Medical Insurance Premiums, November	11/01/2011		2,061.56
100315L112	Medical Insurance Premiums, November	11/01/2011		480.08
100315L112	Medical Insurance Premiums, November	11/01/2011		768.29
100315L112	Medical Insurance Premiums, November	11/01/2011		4,899.67
100315L112	Medical Insurance Premiums, November	11/01/2011		8,267.52
<b>Check Total:</b>				42,506.92
<b>Check No:</b> 26166	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0499	<b>Bank of America</b>			
3544-11	Matheson; lunch meetings	11/01/2011		52.01
3544-11	Chamber luncheon	11/01/2011		15.00
8290-11	Meyers; work jeans	11/01/2011		47.72
8290-11	Parker; GAAP update training	11/01/2011		135.00
9115-11	Gaudette; APWA conference, hotel	11/01/2011		116.36
8290-11	Planner computer upgrades	11/01/2011		91.20
9115-11	Marchefka; APWA conference, hotel	11/01/2011		125.25
9115-11	Marchefka; APWA conference, hotel	11/01/2011		125.25
4935-11	Bates; FEBA Ready, training	11/01/2011		87.50
4935-11	Bates; FEBA Ready, training	11/01/2011		87.50
4935-11	Akramoff; APWA conference, hotel	11/01/2011		268.66
4935-11	Akramoff; APWA conference, hotel	11/01/2011		268.66
4935-11	Vondran; APWA conference, hotel	11/01/2011		174.54
9115-11	Wesley; APWA conference, hotel	11/01/2011		436.35
3692-11	Slate; PRSA meeting, parking	11/01/2011		20.00
3692-11	Slate; PRSA conference, hotel, taxi	11/01/2011		1,135.36
3692-11	Oyster meeting; refreshments	11/01/2011		20.97

			<u>Check Amount</u>
3692-11	Parker/Hendrickson; PSFOA meeting	11/01/2011	50.00
3692-11	Thomas; Tri city prep lunch meeting	11/01/2011	43.37
1346-11	Storage bins for tableclothes	11/01/2011	16.26
1346-11	Throm; NHRMA conference, training	11/01/2011	500.00
6540-11	Label printer; label refills	11/01/2011	179.12
6540-11	Joint council meeting; refreshements	11/01/2011	78.55
9115-11	Gaudette; APWA conference, hotel	11/01/2011	232.72
9115-11	Gaudette; APWA conference, hotel	11/01/2011	232.72
6540-11	Slate; PRSA seminar	11/01/2011	85.00
6540-11	Slate; PRSA meeting	11/01/2011	38.00
6540-11	Postage; totem awards submittal	11/01/2011	10.95
6540-11	Council laptop memory upgrade, use tax	11/01/2011	-3.87
6540-11	Council laptop memory upgrade	11/01/2011	48.86
6540-11	Destination Covington; table rentals	11/01/2011	137.97
6540-11	Council Summit; room deposit	11/01/2011	100.00
4935-11	Vondran; APWA conference, hotel	11/01/2011	261.81
0446-11	Patterson; WRPA conference, parking	11/01/2011	4.25
0446-11	Aquatics; handicap parking sign	11/01/2011	28.24
0446-11	Aquatics; handicap parking sign, use tax	11/01/2011	-2.24
0446-11	Patterson; WRPA conference, parking	11/01/2011	12.75
0446-11	Aquatics; springboard parts, use tax	11/01/2011	-15.69
0446-11	Aquatics; springboard parts	11/01/2011	198.14
8290-11	Planner computer upgrades, use tax	11/01/2011	-7.22
2959-11	CD sleeves	11/01/2011	6.08
0446-11	Art display supplies	11/01/2011	2.60
6540-11	Scott/Michaud/Throm; planners	11/01/2011	86.65
9115-11	Marchefka; APWA conference, hotel	11/01/2011	62.64
2959-11	Meyers; WABO meeting, hotel	11/01/2011	288.34
2959-11	Hart; APA speaker credit	11/01/2011	-13.50
2959-11	Hart; APA speaker credit	11/01/2011	-31.50
2959-11	CD sleeves, use tax	11/01/2011	-0.96
1346-11	Beaufre; NHRMA conference, training	11/01/2011	500.00
2959-11	Destination Covington; CD sleeves	11/01/2011	6.08
2959-11	SSL annual renewal	11/01/2011	49.99
			<b>Check Total:</b>
			6,393.44
<b>Check No:</b>	<b>26167</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0637</b>	<b>Bill's Locksmith Service, Inc.</b>	
102810	SWM facility padlocks	11/01/2011	131.07
			<b>Check Total:</b>
			131.07
<b>Check No:</b>	<b>26168</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>1075</b>	<b>Bowen Scarff Ford Sales, Inc.</b>	
300051	272nd/Cov Way; landscaping, Jun-Oct	11/01/2011	1,250.00
			<b>Check Total:</b>
			1,250.00
<b>Check No:</b>	<b>26169</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>1868</b>	<b>The Brickman Group Ltd, LLC</b>	
865716	Streets; landscaping, November	11/01/2011	3,677.20
865716	Parks; landscaping, November	11/01/2011	1,331.44
			<b>Check Total:</b>
			5,008.64
<b>Check No:</b>	<b>26170</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>2381</b>	<b>Timothy Burrell</b>	
602337333	Refund; business license	11/01/2011	39.00
			<b>Check Total:</b>
			39.00
<b>Check No:</b>	<b>26171</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0026</b>	<b>C&amp;B Awards</b>	
24401	Public works; 3rd Qtr award name plate	11/01/2011	4.62
24401	Public works; 3rd Qtr award name plate	11/01/2011	4.61
			<b>Check Total:</b>
			9.23
<b>Check No:</b>	<b>26172</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>1080</b>	<b>CCH Incorporated</b>	
454829	2012 GAAP Guide	11/01/2011	284.54
			<b>Check Total:</b>
			284.54

				<u>Check Amount</u>
<b>Check No:</b> 26173	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2270	<b>CenturyLink</b>			
4137665359	Aquatics; telephone, 10/26-11/26/11	11/01/2011		275.12
6392827698	City hall; telephone, 10/8-11/8/11	11/01/2011		140.26
6381431686	Maint shop; telephone, 10/25-11/25/11	11/01/2011		73.09
6381431686	Maint shop; telephone, 10/25-11/25/11	11/01/2011		36.54
6381431686	Maint shop; telephone, 10/25-11/25/11	11/01/2011		73.09
<b>Check Total:</b>				598.10
<b>Check No:</b> 26174	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1178	<b>Child Care Resources</b>			
1178-3Qtr	Human services; 3rd Qtr 2011	11/01/2011		882.00
1178-3Qtr	Human services; joint funding, 3rd Qtr	11/01/2011		5,917.75
<b>Check Total:</b>				6,799.75
<b>Check No:</b> 26175	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2376	<b>Chiropractic Today</b>			
R11-009225	B11-0008; value recalculation refund	11/01/2011		118.30
R11-009225	B11-0008; value recalculation refund	11/01/2011		182.00
<b>Check Total:</b>				300.30
<b>Check No:</b> 26176	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0684	<b>City of Enumclaw</b>			
03383	Jail costs; September	11/01/2011		300.00
<b>Check Total:</b>				300.00
<b>Check No:</b> 26177	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0906	<b>Staci Cles</b>			
0906-11	Cles; Healthy Worksite, parking/miles	11/01/2011		41.19
<b>Check Total:</b>				41.19
<b>Check No:</b> 26178	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0364	<b>Code Publishing Company</b>			
39186	Municipal code update, 10/5/11	11/01/2011		175.20
<b>Check Total:</b>				175.20
<b>Check No:</b> 26179	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1699	<b>Communities in Schools of Kent</b>			
1699-3Qtr	Human services; 3rd Qtr 2011	11/01/2011		1,125.00
<b>Check Total:</b>				1,125.00
<b>Check No:</b> 26180	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1091	<b>Complete Office Solutions</b>			
755206-0	Office supplies	11/01/2011		40.87
751808-0	Paper	11/01/2011		39.36
<b>Check Total:</b>				80.23
<b>Check No:</b> 26181	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1376	<b>Covington Christian Fellowship</b>			
1	Destination Covington Event, catering	11/01/2011		975.00
<b>Check Total:</b>				975.00
<b>Check No:</b> 26182	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0308	<b>Covington Tire Factory</b>			
0101023	#2765; lube/oil service, power flush	11/01/2011		107.24
0101039	#3252; lube/oil service	11/01/2011		36.67
<b>Check Total:</b>				143.91
<b>Check No:</b> 26183	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0537	<b>Covington Water District</b>			
105731-11	SR 516; water, 9/12-10/17/11	11/01/2011		44.90
104587-11	Crystal view; water, 9/9-10/17/11	11/01/2011		219.69
<b>Check Total:</b>				264.59
<b>Check No:</b> 26184	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0780	<b>DAWN</b>			
0780-11	Human services; 3rd Qtr 2011	11/01/2011		2,000.00
0780-11	Human services; joint funding, 3Qtr 2011	11/01/2011		10,400.00
<b>Check Total:</b>				12,400.00
<b>Check No:</b> 26185	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1983	<b>De Lage Landen Financial Srvc</b>			
11403327	Copier, lease, 10/15-11/14/11	11/01/2011		120.08

				<u>Check Amount</u>
				<b>Check Total:</b> 120.08
<b>Check No:</b> 26186	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1409	<b>Delta Communications Systems</b>			
916296	Aquatics; long distance, 11/1-11/30/11	11/01/2011		51.26
				<b>Check Total:</b> 51.26
<b>Check No:</b> 26187	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0136	<b>Department of Transportation</b>			
RE41JA4992	CIP 1039; engineering, September	11/01/2011		64.82
				<b>Check Total:</b> 64.82
<b>Check No:</b> 26188	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1981	<b>Design Air, Ltd.</b>			
S9001-09	Aquatics; boiler insp/maint/service	11/01/2011		1,870.09
				<b>Check Total:</b> 1,870.09
<b>Check No:</b> 26189	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0361	<b>Employment Security Department</b>			
013167-00-	Unemployment Compensation; 3rd Qtr 2011	11/01/2011		13,808.00
				<b>Check Total:</b> 13,808.00
<b>Check No:</b> 26190	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1996	<b>Facility Maintenance Contracto</b>			
SALES01465	Maint shop; janitorial service, October	11/01/2011		99.60
SALES01465	Maint shop; janitorial service, October	11/01/2011		49.80
SALES01465	Maint shop; janitorial service, October	11/01/2011		99.60
				<b>Check Total:</b> 249.00
<b>Check No:</b> 26191	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2091	<b>Fastenal Company</b>			
WAKNT63400	Maint shop; gloves	11/01/2011		73.35
WAKNT63400	Maint shop; gloves	11/01/2011		146.68
WAKNT63400	Maint shop; gloves	11/01/2011		146.68
				<b>Check Total:</b> 366.71
<b>Check No:</b> 26192	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1875	<b>FirstChoice</b>			
408966	Coffee service	11/01/2011		138.71
				<b>Check Total:</b> 138.71
<b>Check No:</b> 26193	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1876	<b>John Gaudette</b>			
1876-11	Gaudette; APWA conference, mileage	11/01/2011		59.50
1876-11	Gaudette; APWA conference, mileage	11/01/2011		59.50
1876-11	Gaudette; APWA conference, mileage	11/01/2011		29.74
				<b>Check Total:</b> 148.74
<b>Check No:</b> 26194	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2195	<b>Gearheard Law Offices</b>			
#41193924C	Conflict defense services; 8/5/11	11/01/2011		200.00
				<b>Check Total:</b> 200.00
<b>Check No:</b> 26195	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2078	<b>Girard Resources &amp; Recycling,</b>			
7545	Clear rock	11/01/2011		110.61
				<b>Check Total:</b> 110.61
<b>Check No:</b> 26196	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2375	<b>Ham Radio Outlet, Inc.</b>			
P1-245276	Ham radio antenna, use tax	11/01/2011		-23.43
P1-245276	Ham radio antenna	11/01/2011		295.91
				<b>Check Total:</b> 272.48
<b>Check No:</b> 26197	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1770	<b>Richard Hart</b>			
1770-11	Hart; APA conference, hotel,miles,meals	11/01/2011		319.67
1770-11	Hart; APA conference, hotel,miles,meals	11/01/2011		137.00
				<b>Check Total:</b> 456.67
<b>Check No:</b> 26198	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1271	<b>Rob Hendrickson</b>			
11-53	Hendrickson; 2011 flexible spending	11/01/2011		76.97
				<b>Check Total:</b> 76.97

				<u>Check Amount</u>
<b>Check No:</b> 26199	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2378	<b>Bryan Higgins</b>			
2378-11	Higgins; WRPA conference, mileage	11/01/2011		29.97
			<b>Check Total:</b>	29.97
<b>Check No:</b> 26200	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1722	<b>Honey Bucket</b>			
1-366287	Skate park; portable toilet, 10/5-11/4	11/01/2011		204.75
			<b>Check Total:</b>	204.75
<b>Check No:</b> 26201	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0533	<b>KC Sexual Assault Resource Ctr</b>			
0533-11	Human services; joint funding, 3rd Qtr	11/01/2011		20,551.25
0533-11	Human services; 3rd Qtr 2011	11/01/2011		1,180.50
			<b>Check Total:</b>	21,731.75
<b>Check No:</b> 26202	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0271	<b>Kent Youth &amp; Family Services</b>			
0271-3Qtr-	Human services; Head Start, 3Qtr	11/01/2011		625.00
0271-3Qtr	Human services; Clinical services, 3Qtr	11/01/2011		2,500.00
			<b>Check Total:</b>	3,125.00
<b>Check No:</b> 26203	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0143	<b>King County Finance</b>			
1632078	Street services; 9/1-9/30/11	11/01/2011		2,222.15
1632077	Street services; 9/1-9/30/11	11/01/2011		5,445.96
1632811	Jail costs; 9/1-9/30/11	11/01/2011		15,991.12
			<b>Check Total:</b>	23,659.23
<b>Check No:</b> 26204	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1258	<b>King County Finance - GIS</b>			
10-012K GI	GIS Express Program; May - July 2011	11/01/2011		116.40
10-012K GI	GIS Express Program; May - July 2011	11/01/2011		194.00
10-012K GI	GIS Express Program; May - July 2011	11/01/2011		155.20
10-012K GI	GIS Express Program; May - July 2011	11/01/2011		155.20
10-012K GI	GIS Express Program; May - July 2011	11/01/2011		155.20
			<b>Check Total:</b>	776.00
<b>Check No:</b> 26205	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0204	<b>King County Pet Licensing</b>			
0204-11	Pet License remittance; October	11/01/2011		180.00
			<b>Check Total:</b>	180.00
<b>Check No:</b> 26206	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1405	<b>Lakeside Industries</b>			
12031723MB	Liquid asphalt	11/01/2011		358.38
			<b>Check Total:</b>	358.38
<b>Check No:</b> 26207	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1131	<b>Lincoln Equipment, Inc.</b>			
SI174162	Aquatics; counterweight w/set screw	11/01/2011		29.08
SI174275	Aquatics; stain prevention/remover	11/01/2011		750.43
			<b>Check Total:</b>	779.51
<b>Check No:</b> 26208	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1431	<b>Valerie Lyon</b>			
1431-11	Refrigerator light bulb, baking soda	11/01/2011		6.81
1431-11	Destination Covington; soda pop	11/01/2011		22.77
			<b>Check Total:</b>	29.58
<b>Check No:</b> 26209	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1736	<b>Salina Lyons</b>			
1736-11	Lyons; APA conference, hotel, meals	11/01/2011		68.85
1736-11	Lyons; APA conference, hotel, meals	11/01/2011		275.41
			<b>Check Total:</b>	344.26
<b>Check No:</b> 26210	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1398	<b>Mantek</b>			
510373	Maint shop; one-stroke aerosol	11/01/2011		85.57
507616	Maint shop; graffiti/spray paint remover	11/01/2011		41.29
507616	Maint shop; graffiti/spray paint remover	11/01/2011		41.29
507616	Maint shop; graffiti/spray paint remover	11/01/2011		20.65

			<u>Check Amount</u>
510373	Maint shop; one-stroke aerosol	11/01/2011	85.57
510373	Maint shop; one-stroke aerosol	11/01/2011	42.78
<b>Check Total:</b>			<b>317.15</b>
<b>Check No:</b>	<b>26211</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0333</b>	<b>Maple Valley Food Bank</b>	
0333-3Qtr	Human services; 3rd Qtr 2011	11/01/2011	3,750.00
<b>Check Total:</b>			<b>3,750.00</b>
<b>Check No:</b>	<b>26212</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>1497</b>	<b>Joe Marchefka</b>	
1497-11	Marchefka; APWA conference, mileage	11/01/2011	59.50
1497-11	Marchefka; APWA conference, mileage	11/01/2011	59.50
1497-11	Marchefka; APWA conference, mileage	11/01/2011	29.74
<b>Check Total:</b>			<b>148.74</b>
<b>Check No:</b>	<b>26213</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>2377</b>	<b>Patty Marks</b>	
1057184.00	Refund; water exercise punch card	11/01/2011	48.50
<b>Check Total:</b>			<b>48.50</b>
<b>Check No:</b>	<b>26214</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>1796</b>	<b>Robert Meyers</b>	
1796-11	Meyers; WABO fall meeting, miles, meals	11/01/2011	363.15
<b>Check Total:</b>			<b>363.15</b>
<b>Check No:</b>	<b>26215</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>2380</b>	<b>Amina Mohammed</b>	
8012202	Refund; 01/06/12 room rental	11/01/2011	250.00
8012202	Refund; 01/06/12 room rental	11/01/2011	290.00
<b>Check Total:</b>			<b>540.00</b>
<b>Check No:</b>	<b>26216</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0682</b>	<b>Nextel Communications</b>	
550142028-	Davey; cellular phone	11/01/2011	172.66
591066496-	Internet connection card, 10/21-11/20/11	11/01/2011	38.86
591066496-	Internet connection card, 10/21-11/20/11	11/01/2011	77.72
591066496-	Internet connection card, 10/21-11/20/11	11/01/2011	116.58
591066496-	Internet connection card, 10/21-11/20/11	11/01/2011	77.72
550142028-	Used cellular equipment reimbursement	11/01/2011	-148.00
550142028-	Cellular service, 10/8-11/7/11	11/01/2011	248.19
550142028-	Cellular service, 10/8-11/7/11	11/01/2011	32.73
550142028-	Cellular service, 10/8-11/7/11	11/01/2011	79.10
550142028-	Cellular service, 10/8-11/7/11	11/01/2011	103.64
550142028-	Cellular service, 10/8-11/7/11	11/01/2011	27.27
550142028-	Cellular service, 10/8-11/7/11	11/01/2011	272.96
550142028-	Cellular service, 10/8-11/7/11	11/01/2011	66.97
550142028-	Cellular service, 10/8-11/7/11	11/01/2011	87.90
<b>Check Total:</b>			<b>1,254.30</b>
<b>Check No:</b>	<b>26217</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0004</b>	<b>Office Depot</b>	
5832040390	Coffee creamer	11/01/2011	8.00
1401769271	Akramoff; smart pads	11/01/2011	5.75
1401769271	Akramoff; smart pads	11/01/2011	5.74
5832040390	Office supplies	11/01/2011	82.64
5832040390	Destination Covington; DVD pack	11/01/2011	18.74
5832091820	Office supplies	11/01/2011	31.37
5832091820	Destination Covington; DVD labels	11/01/2011	10.46
5829005840	Office supplies	11/01/2011	299.72
<b>Check Total:</b>			<b>462.42</b>
<b>Check No:</b>	<b>26218</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>2233</b>	<b>Pediatric Interim Care Center</b>	
2233-11	Human services; 3rd Qtr 2011	11/01/2011	250.00
<b>Check Total:</b>			<b>250.00</b>
<b>Check No:</b>	<b>26219</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0164</b>	<b>Pitney Bowes</b>	
348314	Postage meter lease; 11/16-2/15/12	11/01/2011	283.99

				<u>Check Amount</u>
<b>Check Total:</b>				283.99
<b>Check No:</b> 26220	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1197	<b>Rainier Wood Recyclers</b>			
00041787	Brush & Stump disposal fees	11/01/2011		37.50
<b>Check Total:</b>				37.50
<b>Check No:</b> 26221	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2250	<b>SBS Legal Services</b>			
C006	Legal services; 9/1-9/30/11	11/01/2011		5,000.00
<b>Check Total:</b>				5,000.00
<b>Check No:</b> 26222	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2272	<b>Sellars Electric Inc.</b>			
1027	Minor housing repair; #RICH-06A-11	11/01/2011		689.61
<b>Check Total:</b>				689.61
<b>Check No:</b> 26223	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1905	<b>Sharp Electronics Corporation</b>			
C730953-70	Copier; usage, 9/22-10/21/11	11/01/2011		25.34
C730579-70	Copier; usage, 9/15-10/17/11	11/01/2011		31.53
C730579-70	Copier; usage, 9/15-10/17/11	11/01/2011		21.02
<b>Check Total:</b>				77.89
<b>Check No:</b> 26224	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2044	<b>Karla Slate</b>			
2044-11	Slate; PRSA annual meeting, mileage	11/01/2011		29.08
<b>Check Total:</b>				29.08
<b>Check No:</b> 26225	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 2248	<b>Sound Mental Health</b>			
2248-3Qtr	Human services, Safe & Sound; 3rd Qtr	11/01/2011		250.00
<b>Check Total:</b>				250.00
<b>Check No:</b> 26226	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 1903	<b>Sound Publishing, Inc.</b>			
404339	Monthly full page ad; 9/2	11/01/2011		2,800.00
<b>Check Total:</b>				2,800.00
<b>Check No:</b> 26227	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0736	<b>Sound Security, Inc.</b>			
0569664-IN	Security monitoring; November	11/01/2011		738.50
<b>Check Total:</b>				738.50
<b>Check No:</b> 26228	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0591	<b>Springbrook Software</b>			
0019534	Springbrook V7 Migration; deposit	11/01/2011		4,296.75
<b>Check Total:</b>				4,296.75
<b>Check No:</b> 26229	<b>Check Date:</b> 11/01/2011			
<b>Vendor:</b> 0281	<b>Standard Insurance Company</b>			
0063555100	Life Insurance Premiums, November	11/01/2011		97.68
0063555100	Life Insurance Premiums, November	11/01/2011		66.24
0063555100	Life Insurance Premiums, November	11/01/2011		8.44
0063555100	Life Insurance Premiums, November	11/01/2011		70.65
0063555100	Life Insurance Premiums, November	11/01/2011		25.53
0063555100	Life Insurance Premiums, November	11/01/2011		201.73
0063555100	Life Insurance Premiums, November	11/01/2011		178.64
0063555100	Life Insurance Premiums, November	11/01/2011		51.69
0063555100	Life Insurance Premiums, November	11/01/2011		11.25
0063555100	Life Insurance Premiums, November	11/01/2011		27.85
0063555100	Life Insurance Premiums, November	11/01/2011		11.25
0063555100	Life Insurance Premiums, November	11/01/2011		46.66
0063555100	Life Insurance Premiums, November	11/01/2011		42.92
0063555100	Life Insurance Premiums, November	11/01/2011		128.76
0063555100	Life Insurance Premiums, November	11/01/2011		201.19
0063555100	Life Insurance Premiums, November	11/01/2011		33.75
0063555100	Life Insurance Premiums, November	11/01/2011		51.50
0063555100	Life Insurance Premiums, November	11/01/2011		50.00
0063555100	Life Insurance Premiums, November	11/01/2011		10.74
0063555100	Life Insurance Premiums, November	11/01/2011		269.00

			<u>Check Amount</u>
0063555100	Life Insurance Premiums, November	11/01/2011	42.92
0063555100	Life Insurance Premiums, November	11/01/2011	104.54
0063555100	Life Insurance Premiums, November	11/01/2011	36.08
0063555100	Life Insurance Premiums, November	11/01/2011	202.70
0063555100	Life Insurance Premiums, November	11/01/2011	85.84
0063555100	Life Insurance Premiums, November	11/01/2011	70.59
0063555100	Life Insurance Premiums, November	11/01/2011	22.50
0063555100	Life Insurance Premiums, November	11/01/2011	9.00
0063555100	Life Insurance Premiums, November	11/01/2011	23.90
0063555100	Life Insurance Premiums, November	11/01/2011	34.34
0063555100	Life Insurance Premiums, November	11/01/2011	170.55
0063555100	Life Insurance Premiums, November	11/01/2011	131.64
0063555100	Life Insurance Premiums, November	11/01/2011	44.78
0063555100	Life Insurance Premiums, November	11/01/2011	269.06
0063555100	Life Insurance Premiums, November	11/01/2011	32.19
0063555100	Life Insurance Premiums, November	11/01/2011	70.88
0063555100	Life Insurance Premiums, November	11/01/2011	7.91
<b>Check Total:</b>			2,944.89
<b>Check No:</b>	<b>26230</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0409</b>	<b>The Storehouse</b>	
0409-3Qtr	Human service; 3rd Qtr 2011	11/01/2011	2,000.00
<b>Check Total:</b>			2,000.00
<b>Check No:</b>	<b>26231</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>2028</b>	<b>Scott Thomas</b>	
11-54	Thomas; 2011 flexible spending	11/01/2011	960.00
<b>Check Total:</b>			960.00
<b>Check No:</b>	<b>26232</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0357</b>	<b>Valley Communications</b>	
12553	800 MHz access fee; October	11/01/2011	75.00
<b>Check Total:</b>			75.00
<b>Check No:</b>	<b>26233</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0819</b>	<b>Don Vondran</b>	
11-55	Vondran; 2011 flexible spending	11/01/2011	20.00
<b>Check Total:</b>			20.00
<b>Check No:</b>	<b>26234</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>2262</b>	<b>Voyager Fleet Systems Inc.</b>	
8692854601	Vehicle fuel	11/01/2011	1,026.21
<b>Check Total:</b>			1,026.21
<b>Check No:</b>	<b>26235</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>1408</b>	<b>Washington Workwear Stores Inc</b>	
6035	Christenson; work shirt	11/01/2011	52.66
<b>Check Total:</b>			52.66
<b>Check No:</b>	<b>26236</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>1496</b>	<b>Dan Wesley</b>	
1496-11-2	Wesley; PNR board meeting, mileage	11/01/2011	223.11
1496-11-1	Wesley; APWA conference, mileage	11/01/2011	148.74
1496-11	Wesley; reimbursement landscaping plants	11/01/2011	21.39
<b>Check Total:</b>			393.24
<b>Check No:</b>	<b>26237</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>2379</b>	<b>Patti Young</b>	
8012023	Refund; room rental deposit	11/01/2011	250.00
8012023	Refund; room rental	11/01/2011	120.00
<b>Check Total:</b>			370.00
<b>Check No:</b>	<b>26238</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>0781</b>	<b>YWCA of Seattle &amp; King County</b>	
0781-11	Human service; 3rd Qtr 2011	11/01/2011	1,664.00
<b>Check Total:</b>			1,664.00
<b>Check No:</b>	<b>26239</b>	<b>Check Date:</b>	<b>11/01/2011</b>
<b>Vendor:</b>	<b>1894</b>	<b>Diana Ziolkowski</b>	
1894-11	Facility monitoring; 10/18, 10/23, 10/30	11/01/2011	96.00
<b>Check Total:</b>			96.00

		<u>Check Amount</u>
<b>Date Totals:</b>		182,632.04
<b>Report Total:</b>	<b>0.00</b>	<b>182,632.04</b>

October 28, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 10/28/11 consisting of:

PAYLOCITY CHECK # 1000201388 through PAYLOCITY CHECK # 1000201402 inclusive,  
plus employee direct deposits

IN THE AMOUNT OF \$137,185.53

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

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

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

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

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

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

**10/28/11 Payroll Voucher****Payroll Checks for Account Paylocity Account**

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101302	Regular	10/28/2011	Agnish, Ashley	107.64
101303	Regular	10/28/2011	Kirshenbaum, Kathleen	561.08
101304	Regular	10/28/2011	Lyon, Valerie	1,370.68
101305	Regular	10/28/2011	Matheson, Derek M	4,280.04
101306	Regular	10/28/2011	Mhoon, Darren S	1,242.06
101307	Regular	10/28/2011	Michaud, Joan M	1,748.02
101308	Regular	10/28/2011	Scott, Sharon G	2,159.89
101309	Regular	10/28/2011	Slate, Karla J	2,120.23
101310	Regular	10/28/2011	Hart, Richard	3,331.33
101311	Regular	10/28/2011	Cles, Staci M	1,597.70
101312	Regular	10/28/2011	Hagen, Lindsay K	1,356.05
101313	Regular	10/28/2011	Hendrickson, Robert	3,942.37
101314	Regular	10/28/2011	Parker, Cassandra	2,204.67
101315	Regular	10/28/2011	Harto, Margaret	461.75
101316	Regular	10/28/2011	Lanza, Mark	390.86
101317	Regular	10/28/2011	Mhoon, Marlla	390.86
101318	Regular	10/28/2011	Scott, James A	415.57
101319	Regular	10/28/2011	Wagner, Jeffrey	415.57
101320	Regular	10/28/2011	Dalton, Jesse J	1,742.70
101321	Regular	10/28/2011	Hall, Ron	522.08
101322	Regular	10/28/2011	Junkin, Ross D	2,462.36
101323	Regular	10/28/2011	Marchefka, Joe A	1,836.76
101324	Regular	10/28/2011	Wesley, Daniel A	2,069.81
101325	Regular	10/28/2011	Bykonen, Brian D	2,620.23
101326	Regular	10/28/2011	Christenson, Gregg R	1,933.33
101327	Regular	10/28/2011	Lyons, Salina K	2,138.82
101328	Regular	10/28/2011	Meyers, Robert L	3,032.22
101329	Regular	10/28/2011	Ogren, Nelson W	2,442.14
101330	Regular	10/28/2011	Thompson, Kelly	1,803.01
101331	Regular	10/28/2011	Morrissey, Mayson	2,447.02
101332	Regular	10/28/2011	Bahl, Rachel A	1,506.24
101333	Regular	10/28/2011	Newton, Ethan A	1,913.09
101334	Regular	10/28/2011	Patterson, Clifford	2,228.22
101335	Regular	10/28/2011	Thomas, Scott R	3,192.68
101336	Regular	10/28/2011	Akramoff, Glenn A	3,209.02
101337	Regular	10/28/2011	Bates, Shellie L	1,793.11
101338	Regular	10/28/2011	Buck, Shawn M	1,396.00
101339	Regular	10/28/2011	French, Fred	3,240.24
101340	Regular	10/28/2011	Parrish, Benjamin A	1,638.28
101341	Regular	10/28/2011	Vondran, Donald M	3,221.08
101342	Regular	10/28/2011	Beatty, Kyle B	44.20
101343	Regular	10/28/2011	Campbell, Noel M	134.22
101344	Regular	10/28/2011	Cox, Melissa	190.87
101345	Regular	10/28/2011	Felcyn, Adam	450.61
101346	Regular	10/28/2011	Golan, Samuel	33.68
101347	Regular	10/28/2011	Halbert, Mitchell S	72.80
101348	Regular	10/28/2011	Holmes, Kyle	96.84
101349	Regular	10/28/2011	Houghton, Cassandra L	261.86
101350	Regular	10/28/2011	Kiselyov, Tatyana	362.03

101351 Regular	10/28/2011	Lusebrink, Christa	377.54
101352 Regular	10/28/2011	MacConaghy, Hailey	617.70
101353 Regular	10/28/2011	Middleton, Jordan	250.88
101354 Regular	10/28/2011	Mohr, Emily A	52.00
101355 Regular	10/28/2011	Mooney, Lynell	346.91
101356 Regular	10/28/2011	Reynolds, Taylor	448.34
101357 Regular	10/28/2011	Beaufrere, Noreen	2,622.66
101358 Regular	10/28/2011	Throm, Victoria J	1,803.89
1000201388 Regular	10/28/2011	Newell, Nancy	30.47
1000201389 Regular	10/28/2011	Lucavish, David	415.57
1000201390 Regular	10/28/2011	Snoey, Wayne	188.36
1000201391 Regular	10/28/2011	Gaudette, John J	1,587.24
1000201392 Regular	10/28/2011	Carkeek, Lena	434.20
1000201393 Regular	10/28/2011	Eastin, Tatiana	187.96
1000201394 Regular	10/28/2011	Foxworthy, Rebecca	190.28
1000201395 Regular	10/28/2011	Johansen, Andrea	493.96
1000201396 Regular	10/28/2011	Milburn, Matthew	260.71
1000201397 Regular	10/28/2011	Panzer, Erika	129.55
1000201398 Regular	10/28/2011	Tran, Jenifer	41.60

**Totals for Payroll Checks 68 Items 88,611.74**

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101359	AGENCY	10/28/2011	ICMA Retirement Trust	14,097.65
101360	AGENCY	10/28/2011	Vantagepoint Transfer Agent-	348.55
101361	AGENCY	10/28/2011	Paylocity Corporation	125.00
101362	AGENCY	10/28/2011	ICMA Retirement Trust	11,541.28
101363	AGENCY	10/28/2011	ICMA Retirement Trust	2,348.00
101364	AGENCY	10/28/2011	HRA VEBA Trust	1,020.00
1000201399	AGENCY	10/28/2011	City of Covington	2,527.96
1000201400	AGENCY	10/28/2011	City of Covington Employee	68.00
1000201401	AGENCY	10/28/2011	WASH CHILD SUPPORT	110.41
1000201402	AGENCY	10/28/2011	United Way of King County	18.00

**Totals for Third Party 10 Items 32,204.85**

Tax Liabilities	16,091.24
Paylocity Fees	277.70
<b>Grand Total</b>	<b>\$ 137,185.53</b>

November 10, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 11/10/11 consisting of:

PAYLOCITY CHECK # 1000219931 through PAYLOCITY CHECK # 1000219944 inclusive,  
plus employee direct deposits

IN THE AMOUNT OF \$132,652.68

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

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

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

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

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

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

**11/10/11 Payroll Voucher****Payroll Checks for Account Paylocity Account**

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101370	Regular	11/10/2011	Agnish, Ashley	107.64
101371	Regular	11/10/2011	Kirshenbaum, Kathleen	701.01
101372	Regular	11/10/2011	Lyon, Valerie	1,370.68
101373	Regular	11/10/2011	Matheson, Derek M	4,280.04
101374	Regular	11/10/2011	Mhoon, Darren S	1,242.07
101375	Regular	11/10/2011	Michaud, Joan M	1,748.01
101376	Regular	11/10/2011	Scott, Sharon G	2,159.89
101377	Regular	11/10/2011	Slate, Karla J	2,063.69
101378	Regular	11/10/2011	Hart, Richard	3,331.33
101379	Regular	11/10/2011	Cles, Staci M	1,597.71
101380	Regular	11/10/2011	Hagen, Lindsay K	1,356.05
101381	Regular	11/10/2011	Hendrickson, Robert	3,942.37
101382	Regular	11/10/2011	Parker, Cassandra	2,204.67
101383	Regular	11/10/2011	Dalton, Jesse J	1,533.47
101384	Regular	11/10/2011	Junkin, Ross D	2,462.36
101385	Regular	11/10/2011	Marchefka, Joe A	2,006.58
101386	Regular	11/10/2011	Wesley, Daniel A	2,157.74
101387	Regular	11/10/2011	Bykonen, Brian D	2,945.14
101388	Regular	11/10/2011	Christenson, Gregg R	1,933.33
101389	Regular	11/10/2011	Lyons, Salina K	2,138.82
101390	Regular	11/10/2011	Meyers, Robert L	3,030.17
101391	Regular	11/10/2011	Ogren, Nelson W	2,442.13
101392	Regular	11/10/2011	Thompson, Kelly	1,803.01
101393	Regular	11/10/2011	Morrissey, Mayson	2,447.03
101394	Regular	11/10/2011	Bahl, Rachel A	1,506.24
101395	Regular	11/10/2011	Newton, Ethan A	1,913.09
101396	Regular	11/10/2011	Patterson, Clifford	2,228.22
101397	Regular	11/10/2011	Thomas, Scott R	3,192.68
101398	Regular	11/10/2011	Akramoff, Glenn A	3,209.02
101399	Regular	11/10/2011	Bates, Shellie L	1,793.11
101400	Regular	11/10/2011	Buck, Shawn M	1,396.00
101401	Regular	11/10/2011	French, Fred	3,160.94
101402	Regular	11/10/2011	Parrish, Benjamin A	1,638.27
101403	Regular	11/10/2011	Vondran, Donald M	3,221.08
101404	Regular	11/10/2011	Campbell, Noel M	92.17
101405	Regular	11/10/2011	Cox, Melissa	255.07
101406	Regular	11/10/2011	Felcyn, Adam	331.36
101407	Regular	11/10/2011	Golan, Samuel	94.98
101408	Regular	11/10/2011	Halbert, Mitchell S	83.22
101409	Regular	11/10/2011	Holmes, Kyle	20.80
101410	Regular	11/10/2011	Houghton, Cassandra L	414.95
101411	Regular	11/10/2011	Kiselyov, Tatyana	454.42
101412	Regular	11/10/2011	Lusebrink, Christa	183.40
101413	Regular	11/10/2011	MacConaghy, Hailey	528.11
101414	Regular	11/10/2011	Middleton, Jordan	184.38
101415	Regular	11/10/2011	Mohr, Emily A	41.60
101416	Regular	11/10/2011	Mooney, Lynell	336.14

101417 Regular	11/10/2011	Praggastis, Alexander	49.81
101418 Regular	11/10/2011	Reynolds, Taylor	262.04
101419 Regular	11/10/2011	Beaufriere, Noreen	2,622.65
101420 Regular	11/10/2011	Throm, Victoria J	1,803.89
1000219931 Regular	11/10/2011	Newell, Nancy	55.41
1000219932 Regular	11/10/2011	Gaudette, John J	1,417.43
1000219933 Regular	11/10/2011	Baughan, Jayson H.	46.81
1000219934 Regular	11/10/2011	Carkeek, Lena	365.44
1000219935 Regular	11/10/2011	Eastin, Tatiana	223.17
1000219936 Regular	11/10/2011	Foxworthy, Rebecca	148.24
1000219937 Regular	11/10/2011	Johansen, Andrea	498.14
1000219938 Regular	11/10/2011	Milburn, Matthew	89.89
1000219939 Regular	11/10/2011	Panzer, Erika	242.11
1000219940 Regular	11/10/2011	Tran, Jenifer	52.00

**Totals for Payroll Checks 61 Items 85,161.22**

**Third Party Checks for Account Paylocity Account**

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101421	AGENCY	11/10/2011	ICMA Retirement Trust	13,617.39
101422	AGENCY	11/10/2011	Vantagepoint Transfer Agent-	348.55
101423	AGENCY	11/10/2011	Paylocity Corporation	125.00
101424	AGENCY	11/10/2011	ICMA Retirement Trust	11,470.85
101425	AGENCY	11/10/2011	ICMA Retirement Trust	2,123.00
101426	AGENCY	11/10/2011	HRA VEBA Trust	1,020.00
1000219941	AGENCY	11/10/2011	City of Covington	2,584.50
1000219942	AGENCY	11/10/2011	City of Covington Employee	70.00
1000219943	AGENCY	11/10/2011	WASH CHILD SUPPORT	110.41
1000219944	AGENCY	11/10/2011	United Way of King County	18.00

**Totals for Third Party 10 Items 31,487.70**

Tax Liabilities	15,852.86
Paylocity Fees	150.90

**Grand Total \$ 132,652.68**

**SUBJECT:** AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH KING COUNTY FOR JAIL SERVICES.

**RECOMMENDED BY:** Derek Matheson, City Manager

**ATTACHMENT(S):**

1. Letter from King County dated October 5, 2011
2. Summary Comparison of JSA Options and Existing Extension JSA
3. Jail Contracting Options Response Form
4. Proposed interlocal agreement

**PREPARED BY:** Derek Matheson, City Manager

**EXPLANATION:**

The city entered into an interlocal agreement with King County for jail services last year. However, in response to the loss of business to the new SCORE jail this year, the county has offered a new agreement with a longer term and lower fees. (The county actually offered two agreements – option one for cities like Seattle that want to use county jails exclusively in the long term and option two for cities like Covington that use other jails.)

The current agreement expires in 2016 and features a 2012 booking fee of \$451.72 and a daily fee of \$135.51. The new proposed agreement expires in 2020 and features a 2012 booking fee of \$195.96 and a daily fee of \$132.01. Neither the current nor proposed agreements set a minimum number of beds for any one city, though the new agreement sets a collective maximum for all cities.

Staff recommends the proposed agreement so the city can use county jails to back-up SCORE, the city's primary jail as of January 1, 2012. Per the county's request, the city manager has indicated the city's interest in the proposed agreement.

**ALTERNATIVES:**

1. Authorize the city manager to execute the proposed agreement
2. Do not authorize the city manager to execute the proposed agreement, in which case the current agreement would continue through 2016.

**FISCAL IMPACT:**

\$195.96 per booking plus \$132.01 per inmate per day and only when the city uses county jails.

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

**Council member \_\_\_\_\_ moves, Council member \_\_\_\_\_ seconds, to authorize the city manager to execute an interlocal agreement with King County for jail services in substantially the form attached.**

**REVIEWED BY:** Police Chief; Finance Director; City Attorney.



**King County**

**Department of Adult  
and Juvenile Detention**  
Director's Office

King County Correctional Facility  
500 Fifth Avenue  
Seattle, WA 98104-2332

**206.296.1268** Fax 206.296.0570  
TTY Relay: 711

October 5, 2011

Dear City Manager/Administrator:

I am pleased that, after many months of discussions with the Jail Agreement Administrative Group (JAG), we have finalized two new contracting options for jail services for the cities currently under contract with King County through 2016 (the "extension cities"). My letter dated May 20, 2011 highlighted this work and provided a preview of these options. I want to thank all the representatives from JAG cities who worked with us to refine these options, as this is another important step in our work together to strengthen regional partnerships in meeting the public safety needs of our residents. Today's letter and attachments serve as your formal opportunity to consider these options and indicate by November 1, 2011 your intent to use one of them or remain with your current agreement.

Consistent with Section 9 of the current jail services agreement with King County, we are providing you with summary and detailed information about your jail contracting options with King County. In addition to this letter, we have included the following attachments:

- Table comparing the features of the two new options to your current agreement
- The interlocal agreements for the new options
- A response form
- Letter of May 20, 2011

**Overview of the Options**

The County is offering the extension cities two new options for jail service agreements in addition to the option of maintaining your current agreement.

Option 1: New 2030 Agreement (Long-Term Option)

This option is modeled after the long term agreement developed by King County and the City of Seattle and reviewed by the JAG. Under this option, the County will charge lower and more predictable rates along with a 19-year commitment to make jail beds available in line with the city's historical use of the County jail for its contract misdemeanor population. A contract city that chooses this option is committing to a minimum use of beds and to contributing funding for the construction of any new jail capacity proportional to its use of County jail beds. Both the County and the contracting city are committing to a more durable agreement as termination can

only occur through mutual agreement or by material breach of a party. For any contract city who intends on using this option, we would need to work together quickly to develop a floor and cap in line with the city's historical use of County jail beds.

#### Option 2: New 2020 Agreement

This option more closely resembles the agreement that currently runs through 2016. Under this option, contract cities in the aggregate would have access to beds in the King County jail through 2020. The number of beds for all cities is capped at 75 between 2012 and 2016 and re-set at the County's discretion each year thereafter through 2020 depending on factors such as availability of jail space. This shorter term agreement has *no* requirement for minimum use of jail beds or for a contribution to capital costs for jail expansion. Similar to the current agreement, its termination provisions are also easier to exercise for the city and the County. Along with this different type of commitment, the booking and daily fees are higher than the first option. However, as noted in the attached comparison table, the booking and daily fees in Option 2 are lower than the fees in the current agreement. The surcharges for special services (e.g., medical, psychiatric, and 1:1 guarding) would be same for all options. If a city chooses Option 2, it may be possible to switch to most of the provisions of the 2030 Agreement at a later point in time by mutual agreement of the County and the requesting contract city. Finally, if your city is choosing this option, I would respectfully request that you seek approval from your council for this agreement as early as possible so that the agreement can be executed by the end of this year.

#### Option 3: Stay with Current Agreement

This option would largely maintain the current extension jail services agreement which expires at the end of 2016. Based on the current methodology in the agreement, the booking fee for 2012 is \$451.72 and the daily fee for 2012 is \$135.51. Possible modifications include adjusting the current aggregate cap to align with whatever cities remain with this JSA.

Please refer to the comparison table attached to this letter for summary information about these options. However, to understand fully all provisions, it is important to read the actual agreements. The timeframe is short to execute this agreement by the end of 2011. To meet this timeframe, please complete the attached response form, including choosing one of the options, and return it no later than November 1, 2011 to the address listed on the form.

As noted earlier, this letter with the attachments is consistent with Section 9 of the current agreement (Most Favored Treatment Provision). We are formally providing you an opportunity to review and accept one of the new contracting options that may be more favorable than your current agreement. It is important to note that Section 9 will be considered satisfied even if no response is received by November 1, 2011. Additionally, Section 9 will also be considered satisfied if your city selects one of the new contracting options by November 1, 2011 but does not execute the agreement by December 31, 2011.

City Manager/Administrator  
October 5, 2011  
Page 3 of 3

We are pleased that after many months of work we can present a menu of jail contracting options to reflect the different needs of our contracting partners. These options, however, are just one aspect of our partnership. No matter which option you choose, we look forward to working with you and other partners through the Regional Jail Group to effectively and efficiently meet the jail needs of law enforcement and the courts. If you have any questions regarding this letter, please contact me at 206-296-1268 or [claudia.balducci@kingcounty.gov](mailto:claudia.balducci@kingcounty.gov) or Senior Policy Analyst Michael Gedeon at 206-263-9698 or [michael.gedeon@kingcounty.gov](mailto:michael.gedeon@kingcounty.gov).

Sincerely,



Claudia Balducci  
Director

## Summary Comparison of JSA Options and Existing Extension JSA

While not the detailed terms, the table below provides a summary of the major features for each JSA option.

<b>Principles/ Terms</b>	<b>New 2030 Option</b>	<b>New 2020 Option</b>	<b>Staying with Current JSA</b>
Term	Through 2030	Through 2020	Through 2016
Secure Bed Floor	The “Floor” is the city’s required minimum use of jail beds, based on its historical use in King County jail.	None	None
Secure Bed Cap	The “Cap” is the County’s guarantee of beds during the term. It is a fixed percentage above the Secure Bed Floor.	Adjusted for the number of cities choosing this option.	Modify cap to align with cities remaining with this option.
Termination	Only by mutual agreement or due to material breach of a party.	Either party can terminate with a minimum of 100 days notice.	Either party can terminate with a minimum of 100 days notice.
Jail Fees	<i>Booking Fees:</i> \$95/\$140.96 <i>Daily Fee:</i> \$125 <i>Medical/Psychiatric Surcharges:</i> Same for all options. <i>Annual Increase:</i> Fees increase by a CPI-based inflationary factor except recalculated every fifth year.	<i>Booking Fees:</i> \$150/\$195.96 <i>Daily Fee:</i> \$132.01 <i>Medical/Psychiatric Surcharges:</i> Same for all options. <i>Annual Increase:</i> Fees increase by a CPI-based an inflationary factor except recalculated in 2017.	<i>Book Fee:</i> \$371.85/\$451.72 <i>Daily Fee:</i> \$135.51 <i>Surcharges:</i> Same for all options. <i>Annual Increase:</i> Fees recalculated every two years based on actuals from two years prior and then adjusted by inflationary factor.
Jail Planning and Possible Expansion	If construction of new jail beds is needed, City makes annual contribution based on its proportion of the total County jail population.	No contributions to construction of new jail beds. The Regional Jail Group would continue to meet to review forecasts and use of capacity.	No contributions to construction of new jail beds. The Regional Jail Group would continue to meet to review forecasts and use of capacity
Alternatives to Secure Detention	Agreement would be amended at a later time to include fees specific to other alternatives (e.g., electronic monitoring detention and day reporting).	Agreement would be amended at a later time to include fees specific to alternatives (e.g., electronic monitoring and day reporting).	Modify cap to align with cities remaining with this option.
Switching to the “Floor” option after 2012		If the City does not accept the “New 2030 Agreement” option for 2012, it could switch later only by mutual agreement of the city and the County.	

Jail Contracting Options Response Form  
Attached to Letter October 5, 2011

Date: 10/17/11

City: Covington

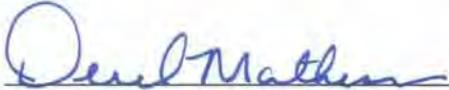
City Administrator/Manager: Derek Matheson

By November 1, 2011, check your intent to use one of the following options, sign the form, and return it to the address listed below.

: New 2030 Agreement

: New 2020 Agreement

: Remain with current agreement

  
\_\_\_\_\_  
City Administrator/Manager (Signature)

Return this form to:  
Claudia Balducci, Director  
King County Department of Adult and Juvenile Detention  
500 Fifth Avenue  
Seattle, WA 98104

## **Interlocal Agreement Between King County and The City of Covington for Jail Services**

THIS AGREEMENT is dated effective as of the 1<sup>st</sup> day of January 2012. The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Covington, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

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

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
  - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
  - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to Work and Education Release (WER); inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing a person for confinement in Jail or assignment to WER.
  - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Section 4 and Exhibit III, Section 2.
  - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.
  - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
  - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
    - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):
      - 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:
        - 1.6.1.1 the case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or

- 1.6.1.2 the case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
  - 1.6.1.3 the case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
  - 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
  - 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
  - 1.6.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
  - 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
  - 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
  - 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
  - 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.
  - 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the

City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billable for cases filed by the County prosecutor into mental health court prior to changing to local funding status.

- 1.7 "City WER Participant" means a person ordered to WER by the City's municipal court or court designated or contracted to provide municipal court services on the City's behalf.
- 1.8 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitative or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include WER, Electronic Home Detention, Community Work Program and Community Center for Alternative Programs (CCAP).
- 1.9 "Continuity of Care Records" means an Inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.10 "Contract Cities" mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.11 "Contract Cities Inmates" means all Contract Cities' City Inmates.
- 1.12 "County Inmate" means any Inmate that is not a City Inmate.
- 1.13 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.14 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.15 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.
- 1.16 "Inmate" means a person booked into or housed in the Jail.
- 1.17 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate or City WER Participant is first presented to and accepted by the Jail for housing in the Jail or WER until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of

a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.18 "JAG" means the Jail Agreement Administration Group created pursuant to Section 10 of this Agreement.
- 1.19 "Jail" means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.20 "Maintenance Charge" is the daily housing charge incurred for City Inmates housed in Jail as further described in Section 4 and Exhibit III, Section 1.a.
- 1.21 "Medical Inmate" means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's infirmary. If an Inmate is moved to the general population then the Inmate is no longer considered a Medical Inmate.
- 1.22 "Notification" means provision of written alert, confirmation of information or request meeting the requirements of Section 13.10. In contrast, a "notice" means providing alert or confirmation of information or request in writing to the individuals identified in Section 13.10, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 13.10 including but not limited to electronic mail or facsimile.
- 1.23 "Official Daily Population Count" is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.24 "Offsite Medical Care Charges" means those pass through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing a level of services provided from offsite medical institutions, as further defined in Exhibit III Section 4 and Attachment III-2. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).

- 1.25 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.25.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III, Attachment III-2) and housed outside the Jail’s acute psychiatric housing units.
- 1.25.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III, Attachment III-2). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.26 “Parties” mean the City and County, as parties to this Agreement.
- 1.27 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count, and is established in Section 6.
- 1.28 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention in the Jail excludes City Inmates enrolled in Community Corrections Programs.
- 1.29 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-2: Infirmity Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.30 “2010 Agreement” means the interlocal agreement for jail services between King County and the City as executed between the County and the City effective February 1, 2010, as amended. Twenty-four cities each signed a separate agreement with the County in a form substantially similar to the 2010 Agreement, excepting for provisions related to the effective date and the date certain fees and charges were revised. Such agreements are collectively referred to herein as the 2010 Agreement.
- 1.31 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.32 “WER” means the County’s Work and Education Release Program, operated by the Community Corrections Division of DAJD, or its successor.

- 1.33 “WER Charge” is the daily housing charge incurred for City WER Participants as further described in Section 4 and Exhibit III, Subsection 1.b.
2. Term. This Agreement shall commence on January 1, 2012, and shall extend through December 31, 2020. This Agreement shall supersede all previous contracts and agreements between the Parties relating to the Jail, WER, and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail and City WER Participants for assignment to WER, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities, booking, transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital, and custodial services, and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all Jail medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate or City WER Participant as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail or sentencing to WER when they are deemed by the County to be in need of urgent medical care.
4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, WER Charge, Surcharges and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
  - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into Secure Detention in the Jail, and for the booking of City WER Participants directly reporting to WER, as further described in Exhibit III, Section 2. The Booking Fee will be annually adjusted effective each January 1<sup>st</sup>.
  - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1.a. The Maintenance Charge will be annually adjusted effective each January 1<sup>st</sup>.
    - 4.2.1 The County will maintain its program to provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
    - 4.2.2 The County will maintain its program to provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the

date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.

4.3 WER Charge. The WER Charge shall be assessed for a City WER Participant for each Inmate Day as provided in Exhibit III, Subsection 1.b. The WER charge will be annually adjusted effective each January 1<sup>st</sup>.

4.3.1 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs in addition to WER, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs in addition to WER shall be enacted through an amendment to this Agreement.

4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, WER Charge, and any other charges agreed to per Section 4.3.1, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is *admitted* to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within 2 business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within 24 hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges, and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1 specifying the total

amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

- 5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:
- 5.2.1 The County shall respond in writing to billing disputes within 60-days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the 60-day timeline, the City should send billing disputes directly to the DAJD billing office by fax or U.S. mail, rather than to any other County office or officer. The DAJD billing office address as of the date of this Amendment is:
- KC DAJD  
Attn: Finance – Inmate Billing  
500 5<sup>th</sup> Avenue  
Seattle, WA 98104                      FAX Number: 206-296-0570
- 5.2.2 Thereafter, the County and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to JAG for resolution. In the event JAG is unable to resolve the dispute within 30-days of referral, either Party may pursue the dispute resolution mechanisms outlined in Section 11.
- 5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the negotiated resolution or appeal determination.
- 5.4 If the City fails to pay a billing within 45-days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure non-payment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail or be assigned to WER and, at the County’s request, will remove City Inmates already housed in the Jail or assigned to WER within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates or City WER Participants until all outstanding bills are paid. This provision shall not limit the City’s ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure.
- 5.6 Each Party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1 and 6.1.2.
  - 6.1.1 Effective January 1, 2012 and through December 31, 2016, the Secure Bed Cap for Contract Cities in the aggregate is 75 beds. These 75 beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
  - 6.1.2 For the calendar year beginning January 1, 2017 and each calendar year thereafter through the term of this Agreement, the County at its sole discretion shall establish the Secure Bed Cap for Contract Cities; provided that the Secure Bed Cap for Contract Cities cannot exceed 130 without approval of the Parties' respective legislative bodies. The County shall provide to the Contract Cities notice of the Secure Bed Cap for Contract Cities six months before the start of the calendar year beginning with notice on July 1, 2016 for the 2017 calendar year.
    - 6.1.2.1 The County shall also provide to the Contract Cities a preliminary estimate of the Secure Bed Cap for Contract Cities 12 months before the start of the calendar year. Such preliminary estimate is provided to the Contract Cities for planning purposes only and does not limit the County in setting the Secure Bed Cap as described in Section 6.1.2.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities

described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.

- 6.3 At the end of the last day of this Agreement, the City agrees to reduce the number of City Inmates in the Jail to 0 and the number of City WER Participants to 0, with the exception that Inmates whose status has changed to City Inmate, or WER participants whose status has changed to City WER Participant will not be included in the calculation of the number of City Inmates or WER Participants if such individuals are removed from the Jail or WER within 72-hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates and Contract Cities WER Participants only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates or Contract Cities WER Participants that have been booked into the Jail or WER and the City has not been notified of such booking shall not be considered a Contract Cities Inmate or Contract Cities WER Participant. Also, Contract Cities Inmates housed in the Jail or Contract Cities WER Participants assigned to WER pursuant to a reciprocal bed-use agreement will not be considered Contract Cities Inmates or Contract Cities WER Participants for the purpose of determining the number of City Inmates or City WER Participants.

- 6.4 The Contract Cities can access WER beds, subject to availability, on a first come, first serve basis. The County may in its sole discretion provide a specific number of WER beds to City WER Participants.
- 6.5 The Jail's capacity limit for Medical Inmates is thirty (30). The Jail's capacity limit for Psychiatric Inmates is one-hundred fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- 6.6 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 13.10 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that it is willing to continue to house these Inmates.
- 6.7 County requests under Section 6.6 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.

- 6.8 If the County, pursuant to Sections 6.6 and 6.7, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City may take custody of its<sup>1</sup> Medical or Psychiatric Inmates by picking them up within 24-hours of the County's request, or by providing notice to the County, within 24-hours of the County's request, that the City would like the County to deliver the Inmates to the City's designated drop-off location or a backup location previously provided to the County<sup>2</sup>. If the City has not picked-up the Medical or Psychiatric Inmate within 24-hours of the County's request, or the City has requested that the County take the Medical or Psychiatric Inmate to the designated drop-off location or backup location, the County will deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designated drop-off location or backup location must accept delivery from the County, and must be available to do so seven days a week, twenty-four hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.
- 6.9 The County will transport Medical or Psychiatric Inmates to a designated drop-off location or backup location within King County, Washington without charge. The City will pay all transportation costs for Medical or Psychiatric Inmates taken to a designated drop off location or backup location outside of King County, Washington. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning and Potential Future Agreements.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good faith efforts to share this information regularly through the Regional Jail Group or similar forum. Furthermore, at the point the County begins planning for potential jail bed expansion, the County will make good faith efforts to provide notice to the City that such planning is underway so

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<sup>1</sup> Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County will deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

<sup>2</sup> The City's designated drop off location and backup location must be either a facility in the direct control of the City or a facility that is contractually obligated, consistent with the terms of this Agreement, to act as the City's designated drop-off location or backup location. The City may change its designated drop off location or backup location by providing Notification to the County of the change.

that the City has an opportunity to express any interest in contracting for additional jail beds based on terms potentially similar to many of those in the 2012-2030 Agreement.

- 7.2 Potential Future Agreements. If in the future the City is interested in executing an agreement with the County for jail beds incorporating terms similar to many of those in the 2012-2030 Agreement, the City shall provide Notification of its interest to enter into negotiations with the County. Within 60 days of the City's Notification, the County shall provide a response through written Notification to the City of whether it agrees to enter negotiations with the City. The County at its sole discretion can determine whether to negotiate an agreement with the City for jail beds incorporating terms similar to many of those in the 2012-2030 Agreement, which agreement would be subject to approval by both Parties' respective legislative bodies.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains 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 City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.

9. Most Favored Treatment.

9.1 During the term of this Agreement, the County represents and assures the City that no other city or town will be offered a contract covering the Jail, WER or jail services that grants such city or town Favored Treatment (as defined below), unless such contract, in substantially similar form, is also offered through Notification by the King County Executive to the City.

9.2 Within 60-days of receipt of an offer that the County represents as being made in accordance with Section 9.1, the City through Notification by its Chief Executive Officer must either:

- i) Accept the offer and such acceptance means the City acknowledges that the County has complied with Section 9.1;
- ii) Decline the offer; or
- iii) Inform the County that the City believes the offer does not comply with the requirements of Section 9.1 at which point the matter will be deemed referred to JAG pursuant to Section 10 and thereafter either party may pursue dispute resolution per Section 11 of this Agreement.

If the City within 60-days declines the offer per Section 9.2 (ii), or fails to respond within 60-days in the manner described in Section 9.2 (i), (ii) or (iii), then the City shall be deemed to have waived its right to enforce this Section with respect to the offer.

9.3 Per Section 13.11 of this Agreement, final execution of any new or amended contract is subject to City Council and County Council approvals.

9.4 Favored Treatment means that the terms contained in such other contract are clearly preferable to the terms contained in this Agreement, taking into account all provisions, including but not limited to, rates, guaranteed bed capacity, and minimum payment obligations.

9.5 This Section shall not apply to a) temporary service contracts of twelve months or less in duration; provided that such temporary service contracts shall not cause the City to pay more in Maintenance Charges and booking fees than the City would have paid without such a temporary service contract; b) reciprocal bed use agreements; and c) any agreements among the County and any city or town for additional services not provided for in this Agreement.

9.6 The City acknowledges that the County offered the City the 2012-2030 Agreement and hereby waives its right under Section 9 with respect to the 2012-2030 Agreement.

10. Jail Agreement Administration Group (JAG). A JAG is hereby established to work together to assure the effective implementation of this Agreement and resolve any Agreement administration, implementation or interpretation issues including, without limitation, issues related to Inmate transportation, alternative and community correction programs, coordination with the courts and

law enforcement, mental health, drug and alcohol treatment, Agreement interpretation, any capital expenditure charge or budget included in the Maintenance Charge or WER Charge, referrals of disputes (including but not limited to disputes arising under Section 5) and issues related to the expedient transfer of City Inmates into or out of alternative facilities within or outside of King County. Each Contract City shall have one representative on the JAG. The County shall have two representatives (including a representative of the Executive and the Director of DAJD).

The Parties agree that the JAG has no authority to make a final decision with regard to any matter related to the Agreement. If the City, or the County, is not satisfied with status of a matter after discussion in the JAG, that party retains all rights to seek further legal redress as provided for the Agreement, including referral of matters to dispute resolution per Section 11 of the Agreement. The JAG may meet with other similar jail agreement advisory groups created under other jail service agreements between the County and other cities when there are issues in common between this Agreement and other agreements.

11. Dispute Resolution. In the event the Parties are unable to resolve a dispute within 30 days of its referral to the JAG per Section 5 or Section 10, then either Party may pursue the dispute resolution provisions of this Section 11.

11.1 Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. Except as provided in Section 11.2, the mediator will be selected in the following manner: the City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

11.2 If other cities are party to an agreement substantially similar to this Agreement, each such city shall be promptly sent Notification of the dispute and, any such city shall be given the opportunity to both participate in the initial meeting to resolve the dispute and to participate as a party in mediation of such dispute. In the case of more than two cities participating in a mediation, the parties agree to engage a mediator through a mediator or mediation service acceptable to both King County and a majority of cities participating in the mediation. The County and all cities joining the mediation shall share equally in the costs thereof per Section 11.1.

11.3 Each party reserves the right to litigate any disputed issue in court, *de novo*.

12. Termination. Either Party may initiate a process to terminate this Agreement as follows:

12.1 Ten-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 12.2 of this

Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination Notification notice under Section 12.2 of this Agreement.

12.2 Ninety-Day Termination Notification. After the ten (10) day period has run under Section 12.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

13. General Provisions.

13.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, and to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

13.2 Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.

13.3 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

13.4 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.

13.5 Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:

Exhibit I	Method of Determining Billable Charge and Agency
Exhibit II	Exception to Billing Procedure
Exhibit III	Calculation of Fees, Charges and Surcharges

13.6 Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.

13.7 Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

- 13.8 Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that certain modifications to the fee re-sets and the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 13.9 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- 13.10 Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

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

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration  
Dept. of Adult and Juvenile Detention  
500 Fifth Avenue  
Seattle, WA 98104

Or his successor, as may be designated by written Notification from the County to the City.

As defined in Section 1.22, written notices delivered to the individuals identified above, or their designee (as may be specified through a formal Notification) through alternate means including but not limited to electronic mail are intended to meet the requirements of this Agreement when the term "notice" rather than "Notification" is used.

- 13.11 Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.

- 13.12. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 13.13. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 13.14. No-Third Party Beneficiaries. Except as expressly provided in Section 10 and 11 relating to the JAG and Dispute Resolution, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 13.15. Termination of 2010 Agreement. The Parties by execution of this Agreement terminate the 2010 Agreement effective as of 12:00 A.M. January 1, 2012, to coincide with the effective date of this Agreement.
- 13.16 Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County

The City of Covington

\_\_\_\_\_  
King County Executive

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT I**  
**Method of Determining Billable Charge and Agency**

**Process Overview**

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County’s billing system examines all open and active charges and holds for each calendar day and applies the Billing Priority Rules and Tie Breaker Rules as set forth below. Then the charge billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six hour rule.

**Billing Priority Rules**

The Billing Priority Group is determined in the following order:

<b>1. Local felony charge(s)</b>	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
<b>2. Investigation holds from King County agencies or pursuant to a contract</b>	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
<b>3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC</b>	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
<b>4. Local misdemeanor charge(s) and city court appearance orders</b>	Includes King County misdemeanors.
<b>5. Other holds (contract and non-contract)</b>	

**Tie Breaker Rules**

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 under Billing Priority Rules) when there are charges with multiple charge billable agencies. The first rule that applies determines the billable charge(s). The charge billable agency for the selected charge(s) is the billable agency.

<b>1. Longest or only sentenced charge rule</b>	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
<b>2. Earliest sentence rule</b>	This rule selects the charge(s) with the earliest sentence start date.
<b>3. Lowest sentence charge number rule</b>	This rule selects the sentenced charge(s) with the lowest charge number as given on the Subject-in-Process (SIP) booking system.
<b>4. Arresting agency rule</b>	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
<b>5. Accumulated bail rule</b>	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the charge billable agency.
<b>6. Lowest charge number rule</b>	This rule selects the charge or hold with the lowest charge number as given on the Subject-in-Process (SIP) booking system.

**Attachment I-1: City and County Jail Charges Clarification**

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	<b>Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)</b>	County responsibility
2	<b>Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)</b>	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	<b>Inmate booked by a city on a felony investigation whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)</b>	County responsibility
4	<b>Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.</b>	County responsibility prior to release of felony investigation by County prosecutor; City responsibility from and after release of felony investigation
5	<b>Misdemeanor or felony cases originated by state agencies ( i.e., WSP )</b>	County responsibility
6	<b>Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.</b>	County responsibility

**Attachment I-2**

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing  
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
  - (2) Transfer location refuses Inmate.
  - (3) Inmate refuses to be transported and poses a security risk.
  - (4) Inmate misses transport due to being at court or other location.
  - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice, but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

**EXHIBIT II**  
**Exception to Billing Procedure**

For persons serving the one and two day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.17 of the Agreement. Instead, Inmate day shall be defined as a twenty-four hour period beginning at the time of booking. Any portion of a twenty-four hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/90 0700	Released 7/3/90 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/90 0700	Temporary Release 7/2/90 0700
	Return to Jail 7/8/90 0700	Released 7/9/90 0700
	Number of Inmate days = 2	

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

**EXHIBIT III**  
**Calculation of Fees, Charges and Surcharges**

The City shall pay the fees, charges, surcharges and Offsite Medical Charges with such annual adjustments for inflation and other re-sets as described below.

1. MAINTENANCE CHARGE, WER CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge and WER Charge shall be calculated as shown in Attachment III-1 and as described below.

a. The **Maintenance Charge** starting **January 1, 2012**, and for the remainder of the calendar year 2012, **excluding** any adjustments for Capital Expenditure Charges, will be **\$127.97**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2012 is **\$132.01**. The Maintenance Charge shall be annually adjusted as described in Section 5 below and shall be annually inflated and/or re-set as described in Section 5 below. The Maintenance Charge calculation shall include 70.56% of the total DAJD Budgeted Jail Costs associated with booking; this percentage of booking costs to be included in the Maintenance Charge shall remain fixed through the term of this Agreement.

- i. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all 24 hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such 24 hour period.

b. **WER Charge.** In lieu of the Maintenance Charge, the City will be charged a WER Charge for each Inmate Day in which a City WER Participant is in the WER program. Starting **January 1, 2012**, and for the remainder of the calendar year 2012, **excluding** any adjustments for Capital Expenditure Charges, the WER Charge will be **\$88.10**. When combined with Capital Expenditure Charges, the WER Charge for calendar year 2012 is **\$92.14**. The WER Charge shall be annually adjusted as described in Section 5 below and shall be annually inflated and/or re-set as described in Section 5 below.

c. In addition to the annual adjustments to the Maintenance Charge and WER Charge described above, King County will increase the Maintenance Charge and WER Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail or WER operations. Capital Expenditures include, but shall not be limited to, the Integrated Security Project (ISP) and the Courthouse Seismic Stabilization Project (CSSP). Additional Capital Expenditures will be included in the Maintenance Charge and WER Charge if such expenditures benefit City Inmates or City WER Participants. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance as defined in Attachment III-1.

- i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of each year, DAJD will estimate the total number of Inmate Days for the following calendar year and provide notice to the City of the Capital

Expenditure Charge to be included in the Maintenance Charge and WER Charge in the following calendar year.

ii. Upon request of the City, the County shall provide its 6-year CIP and its 6-year major maintenance plan to the City. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be referred to the JAG as described in Sections 10 and 11 of this Agreement. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.

iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

iv. Beginning **January 1, 2012** and continuing through calendar year 2012, the Capital Expenditure Charge for ISP for the City is **\$3.36** and the Capital Expenditure Charge for the CSSP is **\$0.68**, for a combined total Capital Expenditure Charge of **\$4.04** to be added to the Maintenance Charge and WER Charge amounts set forth in subparagraphs a and b above.

## 2. BOOKING FEE

a. The booking fee shall be based on whether or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2012 and for the remainder of the calendar year 2012 will be initially set as follows, as illustrated in **Exhibit III-1**:

i. The **Base Booking Fee** shall be **\$150.00**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.

ii. The **Standard Booking Fee** shall be **\$195.96**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.

b. If the City has a court order on file as of January 1, 2012, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee in 2012. To qualify for the Base Booking Fee in subsequent years, the City must either provide a court order not later than July 1 of the preceding calendar year confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

### 3. SURCHARGES

In addition to payment of the Maintenance Charge, WER Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-2.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2012 through December 31, 2012 and shall thereafter be annually adjusted as described in Section 5 below.

a. **Infirmary Care.** For Medical Inmates, the City shall pay an Infirmary Care Surcharge of **\$193.87** for each Surcharge Day.

b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$61.00** for each Surcharge Day.

c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$231.11** (which is the sum of the Psychiatric Care Surcharge plus the Acute Psychiatric Housing Surcharge) for each Surcharge Day.

i. The **Acute Psychiatric Housing Surcharge** for each Surcharge Day shall be **\$170.11**.

ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$61.00** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$231.11**.

d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$57.67** per guard *for each hour* or portion thereof, and as further described in Attachment III-2.

e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the 24-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same 24-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the 24-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

### 4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge or WER Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

## 5. INFLATORS AND RE-SETS OF FEES AND CHARGES

a. Inflators. All fees and charges, excluding: (1) Offsite Medical Care Charges and (2) the Capital Expenditure Charge components of the Maintenance Charge and WER Charge shall be annually inflated by the percentage rates described below, effective January 1 of each calendar year starting January 1, 2013, in order to determine the final rates and charges for said calendar year, subject further to re-set of the underlying “base rates” periodically as described in Subsection 5.e below.

**Non-Medical Charges:** the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5%, but shall in no event be lower than 1.5%.:

- i. Maintenance Charge
- ii. WER Charge
- iii. Booking Fee
- iv. Acute Psychiatric Housing Surcharge
- v. 1:1 Guarding

**Medical Charges:** the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 3%, but shall in no event be lower than 3%:

- i. Infirmary Care Surcharge
- ii. Psychiatric Care Surcharge

b. Final Fee and Charge Notice for Following Calendar Year. No later than August 15 of each year, the County will provide notice to the City of the final fees and charges listed in this Subsection 5.a for the following calendar year reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.

c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds 8% then, as part of the August 15 final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

d. 2012 Fees and Charges. Attachment III-1 shows the allocation of **2011 Budgeted Jail Costs** used to derive the 2012 fees and charges, applying the inflators in Subsection 5.a above in order to calculate the fees and charges applicable in 2012 as set forth above in Sections 1, 2, 3 and 4.

e. Five-Year Base Re-set for Fees and Charges. After five years, the base costs on which fees and charges are based will be updated, by applying the previous year’s Budgeted Jail Costs to the allocation methodology as illustrated in Attachment III-1. Thus, fees and charges in 2017 will be determined using the model in Attachment III-1 incorporating 2016 Budgeted Jail Costs, and then applying the annual inflators per Subsection 5.a. By **March 1** of the calendar year before each Base Re-set Year, the County will provide the City written notice including a detailed calculation of the re-set fees and charges for the next occurring Base Year (excluding application of inflators, which will be provided

by August 15 per Subsection 5.b above). The Parties shall promptly thereafter meet to review the information and will work in good faith to resolve any questions or issues by May 1 of calendar year preceding the Base Re-set Year. In the event that the County implements a new accounting system that makes it impracticable to generate the same cost allocations shown in the cost model illustrated in Attachment III-1, the Parties agree that technical adjustments may be made to the rate model in order to recreate as nearly as practicable the original rate model.

By way of illustration and without limitation:

- Year 2013 fees and charges are determined by applying the inflators to 2012 fees and charges per Subsection 5.a.
- Year 2014 fees and charges are determined by applying the inflators to 2013 fees and charges per Subsection 5.a.
- Year 2015 fees and charges are determined by applying the inflators to 2014 fees and charges per Subsection 5.a.
- Year 2016 fees and charges are determined by applying the inflators to 2015 fees and charges per Subsection 5.a.
- Year 2017 fees and charges are determined by allocating the 2016 Budgeted Costs per the cost model in Attachment III-1 and applying the inflators per Subsection 5.a.
- Year 2018 fees and charges are determined by applying the inflators to 2017 fees and charges per Subsection 5.a.

Definition of Budgeted Jail Costs:

**Budgeted Jail Costs** means the direct and indirect costs related to operating the Jail, including without limitation health services, per the adopted County Budget approved by the County Council.

**Attachment III-1  
Illustration of Fee and Charge Calculations**

**MAINTENANCE (DAILY) CHARGE**

**PART I: CALCULATION OF THE MAINTENANCE (DAILY) CHARGE**

<b><u>Based on 2011 Adopted Budget</u></b>	<b><u>Budgeted Costs</u></b>
1 Total Department of Adult and Juvenile Detention	126,871,483
2 Plus County Admin for Detention	4,474,086
3 Remove 70% of court detail	(5,545,872)
4 Less Juvenile Detention and Associated DAJD Admin	(17,768,627)
5 Less CCD Division and Associated DAJD Admin	(6,047,574)
6 Less WER Secure Detention Costs	(1,553,522)
7 Less 1:1 Guarding Detention	(2,335,103)
8 Less Psych Housing DAJD	(3,050,414)
9 Less 29.44% of DAJD Booking Costs (Booking Fee line 3)	(4,186,451)
10 <b>SUBTOTAL DETENTION COSTS for Daily Maintenance</b>	<b>90,858,006</b>
11 Total Jail Health Services (JHS) Costs	27,415,896
11a Less Off Site Medical	-
11b Less Psych Services JHS	(3,325,962)
11c Less Infirmary JHS	(1,665,769)
11d Less Booking Costs - JHS ONLY	(2,744,549)
12 <b>SUBTOTAL JAIL HEALTH COSTS for Daily Maintenance Charge</b>	<b>19,679,616</b>
13 <b>SUBTOTAL DAJD plus JHS for Daily Maint. Only</b>	<b>110,537,622</b>
14 Less DAJD Cost Recoveries	
14a SMC Transport	(192,559)
14b Medical Reimbursement	(19,000)
14c SSI Incentive	(100,000)
14d Bulletproof Vest Reimbursement	(5,000)
14e IWF CX Transfer	(531,810)
14f SCAAP	(883,136)
15 <b>Subtotal DAJD Cost Recoveries</b>	<b>(1,731,505)</b>
16 <b>NET Maintenance Costs</b>	<b>108,806,117</b>
17 Total Maintenance Days	875,807
18 Average Maintenance Days	2,399
19 <b>Cost per General Maintenance Day PRIOR to Capital Expenditure Surcharge</b>	<b>124.24</b>

**PART II: 2011 Costs inflated to 2012**

20	3% Increase 2012	127.97
21	2012 CSSP	0.68
22	2012 ISP	3.36
	<b>Total 2012 Daily Maintenance Charge including Debt Service</b>	<b>\$132.01</b>

NOTES:

- 1 Based on DAJD 2011 Adopted Budget in Essbase (the budget system).
- 2 Includes 100% of County Admin for Personnel, F/A Mgmt, Mail, State Auditor, and Budget. In addition, includes \$3.57 million of Major Maintenance. This amount is the 2009 County adopted contribution from DAJD to the Major Maintenance Reserve Fund for the KCCF and MRJC facilities. It represents the annualized amount necessary to fund major maintenance projects at these two facilities on a rolling 20 year-basis in effect a “depreciation payment,” applicable for each year of use/wear & tear.
- 3 70% of Court Detail costs are attributed directly to Superior Court, therefore not accessible to the cities and are removed from calculation.
- 4 Remove Juvenile Detention Division low orgs (cost centers) and associated DAJD Admin.
- 5 Remove Community Corrections Division (CCD) low orgs (cost centers) and associated DAJD admin.
- 6 WER is a standalone rate therefore all CCD costs associated with WER including the cost recoveries were removed in line 5. This line represents the removal of the costs from the detention operation that is used to support WER and are now included in the standalone WER Charge.
- 7 Surcharge for 1:1 guarding is removed from the maintenance charge.
- 8 Surcharge charge for services associated with housing the Acute Psychiatric Inmates is removed from the maintenance charge.
- 9 Removal of 29.44% of DAJD's Booking Costs associated with Booking from the maintenance charge. (See Exhibit III, Section 1a).
- 11 a-d All jail health services direct and indirect budgeted costs for: Offsite Medical Care, Psychiatric Care for Acute- and Non-Acute Psychiatric Inmates, Infirmary Care, and intake health screening are removed from the calculation of the maintenance charge and are instead established as separate surcharges or components of separate charges. Other remaining direct and indirect Jail Health Services budgeted costs are included in the jail health portion of the maintenance charge.
- 12 The subtotal of lines 11 through 11d.
- 13 The subtotal of lines 10 and 12.
- 14 a-f Removal of reimbursements received by DAJD.
- 17 Calculation of total Maintenance days in 2011 is a weighted average of Secure and WER days based on the allocation of percentage of actual costs.
- 18 Calculation is Line 17 divided by number of days in year.
- 19 Cost per General Maintenance Day is PRIOR to the additional cost for capital expenditure charges (e.g. in 2012 seismic retrofit and ISP). See Exhibit III.c.i-III.c.iv.
- 20 This is the rate for 2012. For future years the inflator will be calculated as described in Exhibit III, Section 5.
- 21 Debt service CSSP is the Courthouse Seismic Project; DAJD is responsible for 10% of the \$84,747,000 that is financed over 20 years (2005-2024). The 2012 charge (\$.68) is calculated by taking the amount apportioned for 2012 (\$641,773) divided by the number of custodial maintenance days for 2012 (946,036).
- 22 Debt service ISP is the Integrated Security Project; DAJD is responsible for \$42,921,801 that is financed over 20 years (2010-2029). The 2012 (\$3.36) charge is calculated by taking the amount apportioned for 2012 (\$3,179,500) divided by the number of custodial maintenance days for 2012 (946,036).

**WORK EDUCATION RELEASE (WER) (DAILY) CHARGE**

**PART I: CALCULATION OF THE WER (DAILY) CHARGE**

<b><u>Based on 2011 Adopted Budget</u></b>		<b><u>Budgeted Costs</u></b>
1	Direct Detention Staffing Costs	1,389,308.98
2	Overhead - County and DAJD Admin	164,213.09
3	<b>Subtotal Direct Detention</b>	<b>1,553,522.07</b>
4	Work Release in Community Corrections	1,481,264.00
5	County, DAJD, and CCD Admin	418,844.34
6	Less WER Revenue	(245,556.00)
7	<b>Subtotal CCD WER</b>	<b>1,654,552.34</b>
8	<b>Subtotal Detention and CCD Costs</b>	<b>3,208,074.41</b>
9	<b>Detention Support Services</b>	<b>2,036,453.66</b>
10	<b>Total WER (Daily) Costs</b>	<b>5,244,528.07</b>
11	Total WER Maintenance Days	61,320.00
12	<b>WER Cost/Day</b>	<b>85.53</b>

**PART II: 2011 Costs inflated to 2012**

13	3% Increase 2012	88.10
14	2012 CSSP	0.68
15	2012 ISP	3.36
	<b>Total 2012 WER Charge including Debt Service</b>	<b>\$92.14</b>

NOTES:

- 1 Detention costs include staffing, shift relief, meal delivery, etc.
- 2 Overhead is allocated based on proportionate share of the adopted budget.
- 4 Community Corrections costs are for case managers, and administrative staff in WER.
- 6 WER Inmate payments for room and food charges are backed out of the total costs.
- 9 Additional services used to support WER include food preparation and food costs, janitorial costs, utilities, supplies, command management, etc. Costs are added proportionately including overhead charges.
- 11 Budget ADP of 168 multiplied by 365 = 61,320.
- 12 Cost per WER is PRIOR to the additional cost for capital expenditure charges (e.g. in 2012 seismic retrofit and ISP). See Exhibit III.c.i-III.c.iv.
- 13 This is the rate for 2012, for future years the inflator will be calculated as described in Exhibit III, Section 5.
- 14 Debt service CSSP is the Courthouse Seismic Project; DAJD is responsible for 10% of the \$84,747,000 that is financed over 20 years (2005-2024). The 2012 charge (\$.68) is calculated by taking the amount apportioned for 2012 (\$641,773) divided by the number of custodial maintenance days for 2012 (946,036).
- 15 Debt service ISP is the Integrated Security Project; DAJD is responsible for \$42,921,801 that is financed over 20 years (2010-2029). The 2012 (\$3.36) charge is calculated by taking the amount apportioned for 2012 (\$3,179,500) divided by the number of custodial maintenance days for 2012 (946,036).

**BOOKING FEE**

**PART I: CALCULATION OF THE BOOKING FEE**

<b><u>Based on 2011 Adopted Budget</u></b>	Base Booking Fee for those entities that <b><u>do not use</u></b> King County PR Screeners	Standard Booking Fee for those entities who <b><u>do use</u></b> King County PR Screeners	<u>Total</u> <u>Budgeted</u> <u>Costs</u>
1 Detention Booking Costs - DAJD	12,715,934		12,715,934
2 Plus County and DAJD Overhead	1,502,994		1,502,994
3 Sub-total - DAJD Booking Cost Before Adjustments	<b>14,218,928</b>		<b>14,218,928</b>
Adjustments			
4 Plus Jail Health Intake Services	2,744,549		2,744,549
5 Plus PR Screeners & Overhead	-	1,683,055	1,683,055
6 Sub-total - Booking Cost Adjustments	<b>2,744,549</b>	<b>1,683,055</b>	<b>4,427,604</b>
7 <b>Total Booking Costs</b>	<b>16,963,477</b>	<b>1,683,055</b>	<b>18,646,532</b>
8 <b>Less DAJD Booking Cost Recovered in Daily Maint.</b>	10,032,477		
% of DAJD Booking Cost	70.56%		
9 <b>Total Book Cost included in Calculation</b>	<b>6,931,000</b>		
% of Base Booking Cost	40.86%		
11 Bookings	47,594	37,717	
12 <b>Booking Fee</b>	145.63	44.62	
3% Increase 2012	150.00	45.96	

**PART II: 2011 Costs inflated to 2012**

	Base Booking Fee for those entities that <b><u>do not use</u></b> King County PR Screeners	Standard Booking Fee for those entities who <b><u>do use</u></b> King County PR Screeners
13 3% Increase 2012	<b>\$150.00</b>	<b>\$195.96</b>

NOTES:

- 1 Based on the DAJD 2011 Adopted Budget, in both the KCCF and RJC Cost Center (Orgs) from Essbase (the budget system).
- 2 Overhead is allocated based on proportionate share of the adopted budget including allocating costs to the booking charge.
- 3 Total of lines 1 and 2
- 4 Jail intake health screening costs are included in the booking fee, and removed from basic jail health (line 11d on the general maintenance day comparison sheet).
- 5 PR Screeners are part of the Community Corrections Division (CCD). PR Screener costs are part of the Standard Booking Fee charged to any cities using the County's PR Screeners. Refer to Exhibit III Section 2b on how the City can qualify for the Base Booking Fee which does not include the costs for the County's PR Screeners.
- 6 Total of lines 4 and 5.
- 7 Total of lines 3 and 6.
- 8 Represents total amount \$10,032,477 and percentage (70.56%) of DAJD Booking Costs recovered in the Daily Maintenance Fee. The remaining 29.44%, \$4,186,451 (ties to Line 9 Daily Maintenance Calculation), is included in Line 9 Total Booking Cost.
- 9 Represents the amount of total booking costs (including Jail Health Intake Services, line 4) and percentage (40.86%) used to calculate the Base Booking Fee of \$150. Calculation: Line 3 \$14,218,928 plus Line 6 \$2,744,549 less Line 8 (\$10,032,477). See Exhibit III Section 2.
- 11 Total budgeted Bookings are used to calculate the base and standard booking fees.
- 12 Calculated Fee prior to 2012 Inflation.
- 13 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

**INFIRMARY (DAILY) SURCHARGE JAIL HEALTH SERVICES (JHS)**

**PART I: CALCULATION OF THE INFIRMARY (DAILY) SURCHARGE (JHS)**

<b><u>Based on 2011 Adopted Budget</u></b>	<b><u>Budgeted Costs</u></b>
1 JHS Infirmatory Services Staffing Costs	1,332,615
2 JHS Infirmatory Non-Staffing Costs	333,154
3 Total JHS Infirmatory Costs	1,665,769
4 Average maintenance days for the Infirmatory (Location: Infirmatory or successor location)	24.60
5 <b>JHS Infirmatory Fee per inmate/day</b>	185.52

**PART II: 2011 Costs inflated to 2012**

6	4.5% Increase 2012	<b>\$193.87</b>
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NOTES:

- 1 2011 Budgeted wage and benefit costs for JHS staff who provided services to Inmates in the Infirmatory. Costs are allocated to the Infirmatory Surcharge based upon the number of shifts scheduled in the Infirmatory as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the 2009 Amendment rate was in place in September, 2008 (at the time the cost model was updated).
- 2 2011 Budgeted costs for pharmaceuticals (including intravenous medications and supplies), medical supplies and medical equipment for Inmates in the Infirmatory.
- 3 Ties to Line 11c of the General Maintenance Daily Charge.
- 4 Budgeted Maintenance Days for Infirmatory Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - Infirmatory - Total ADM.
- 6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

**PSYCHIATRIC CARE SERVICES DAILY JAIL HEALTH SERVICES (JHS)**

**PART I: CALCULATION OF THE PSYCHIATRIC (DAILY) SURCHARGE (JHS)**

<b><u>Based on 2011 Adopted Budget</u></b>	<b><u>Budgeted Costs</u></b>
1 JHS Psychiatric Services Staffing Costs	2,926,847
2 JHS Psychiatric Services Non-Staffing Costs	399,115
3 Total JHS Psychiatric Services Costs	3,325,962
4 Average maintenance days for Inmates receiving Psychiatric Care Services	156.10
5 <b>JHS Psychiatric Services Fee per inmate/day</b>	<b>58.37</b>

**PART II: 2011 Costs inflated to 2012**

6	4.5% Increase 2012	<b>\$61.00</b>
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NOTES:

- 1 Budgeted wage and benefit costs for JHS staff who provided services to the Acute and Non-Acute Psychiatric Housing units. Costs are allocated to the Psych Care Surcharge based upon the number of shifts scheduled in psych housing units as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the 2009 Amendment rate was in place in September, 2008 (at the time the cost model was updated).
- 2 Budgeted costs for pharmaceuticals and medical supplies for Inmates in Acute and Non-Acute Psychiatric housing.
- 3 Ties to 11b of the General Maintenance Daily Charge.
- 4 Budgeted Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - (Acute Psych - Total ADM PLUS Non-Acute Psych - Total ADM).
- 6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

**ACUTE PSYCHIATRIC HOUSING (DAILY) SURCHARGE**

**PART I: CALCULATION OF THE ACUTE PSYCHIATRIC HOUSING (DAILY) COMPONENT OF THE ACUTE PSYCHIATRIC SURCHARGE**

<b><u>Based on 2011 Adopted Budget</u></b>	<b><u>Budgeted Costs</u></b>
1 Direct Detention Staffing Costs	2,727,974
2 Overhead - County and DAJD Admin	322,440
3 Total Acute Psych Jail Costs	3,050,414
4 Average Maintenance Days for Acute Psych Housing (7North location or successor location)	50.60
5 <b>Acute Pysch Housing (Daily)</b>	165.16

**PART II: 2011 Costs inflated to 2012**

6	3% Increase 2012	<b>\$170.11</b>
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NOTES:

- 1 Detention costs include staffing (salaries, benefits, meals).
- 2 Overhead allocated based on proportionate share of the budgeted costs.
- 3 Budgeted Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" – Acute Psych - Total ADM.
- 6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

**1:1 GUARDING (HOURLY) SURCHARGE**

**PART I: CALCULATION OF THE 1:1 GUARDING (HOURLY) SURCHARGE**

	<u>2011 Est. Costs</u>
1 Direct Detention Staffing Costs	2,088,274
2 Overhead - County and DAJD Admin	246,829
3 Total 1:1 Guarding Costs	<u>2,335,103</u>
4 Average Officers per day	4.76
5 1:1 Guarding Cost/Day	1,343.67
6 <b>1:1 Guarding Cost/Hour</b>	<b>55.99</b>

**PART II: 2011 Costs inflated to 2012**

7	3% Increase 2012	<u><u>\$57.67</u></u>
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NOTES:

- 1 Direct Detention Staffing Costs are determined using the following methodology  
Actual 1:1 Guarding Hours X Avg. CO Hourly Overtime Rate = Direct Staffing Costs  
 Avg. CO Hourly Overtime Rates is derived from the 2011 Essbase PSQ Salary file, taking the average Overtime hourly rate for a Corrections Officer, and increasing by 3% for Gun Qualification Premium.
- 2 Overhead is allocated based on proportionate share of the budgeted costs.
- 4 Calculation: 1:1 Guarding Hours / # of days in year / 24 hours = Average Officers per day.
- 5 Calculation: Line 3 / (Average Officers per day x # of days in year).
- 6 Calculation: Line 5 / 24hrs.
- 7 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

**Attachment III-2  
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges**

	<b>Surcharge</b>	<b>Description</b>
1.	<b>1:1 Guarding</b>	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	<b>Acute Psychiatric Care</b> (two components) – billed by location (7North in KCCF or successor location)	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Housing Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or her self.
3.	<b>Non-Acute Psychiatric Care</b> (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	<b>Infirmiry Care</b>	Costs for JHS Infirmiry care, services listed on reverse.

	<b>Pass-Through Charge</b>	<b>Description</b>
5.	<b>Off-Site Medical Charges</b>	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> <li>❖ Hospital care</li> <li>❖ Dialysis</li> <li>❖ Cancer treatment (chemotherapy, radiation)</li> <li>❖ Specialized transport to medical appointments (wheelchair bound inmates)</li> </ul>

**JHS Psychiatric Care**

<b>Services Provided:</b>	<b>Criteria:</b>
<ul style="list-style-type: none"> <li>❖ Psychiatric Housing</li> <li>❖ Psychiatric Treatment &amp; Management</li> <li>❖ Psychiatric Treatment Team Monitoring</li> <li>❖ Medication Administration</li> <li>❖ Mental Health Crisis Counseling</li> <li>❖ Psychiatric Therapy Groups</li> </ul>	<p><i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i></p>

**JHS Infirmery Care**

<b>Services Provided:</b>	<b>Criteria:</b>
<ul style="list-style-type: none"> <li>❖ 24-hour Skilled Nursing Care</li> <li>❖ Daily Provider Rounds</li> <li>❖ Treatment and Management of Complex Disease States</li> <li>❖ Medication Administration</li> <li>❖ Activities of Daily Living Assistance</li> <li>❖ Alcohol Detoxification</li> </ul>	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmery. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> <li>❖ <i>Substance abusers requiring medical detoxification/withdrawal management (chronic alcoholics and opiate addicted pregnant females);</i></li> <li>❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i></li> <li>❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i></li> <li>❖ <i>Individuals requiring IV therapy or with central lines in place;</i></li> <li>❖ <i>Individuals who are acutely ill, post surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i></li> <li>❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i></li> </ul> <p><i>Inmates are formally admitted to infirmery care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmery occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmery care for the duration of their incarceration.</i></p>

**Agenda Item 1**  
Covington City Council Meeting  
Date: November 22, 2011

**SUBJECT:** PUBLIC HEARING TO RECEIVE TESTIMONY FROM THE PUBLIC  
REGARDING PROPOSED FISCAL YEAR 2012 BUDGET AND REVENUE  
SOURCES [**SECOND OF TWO PUBLIC HEARINGS**].

**ATTACHMENT(S):**

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

**EXPLANATION:**

This public hearing is required under state law (RCW 84.55.120) to review other 2012 revenue sources that support the City's general fund.

This hearing, mandated by law, should focus on the City's revenue sources and potential adjustments to property tax revenues. The deadline for setting 2012 property tax levies for cities in King County is December 2, 2011.

It is the policy of the City to follow applicable laws as they relate to the budget process.

**ALTERNATIVES:**

N/A

**FISCAL IMPACT:**

**CITY COUNCIL ACTION:** \_\_\_\_\_Ordinance \_\_\_\_\_Resolution \_\_\_\_\_Motion   X  Other

**NO COUNCIL ACTION REQUIRED AT THIS MEETING**

**Agenda Item 2**  
Covington City Council Meeting  
Date: November 22, 2011

**SUBJECT:** CONSIDER APPOINTMENT TO OPENING ON THE PLANNING COMMISSION

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

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

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

**EXPLANATION:**

**Planning Commission – Seven Members:**

One position is open for an applicant who resides inside of Covington city limits. As Council may recall at its September 13 meeting, Jack Brooks was appointed to fill this position through December 31, 2011 or until the City Council could appoint his replacement. Three applicants interviewed on November 22, 2011 are listed below.

<b><u>Name of Applicant</u></b>	<b><u>Inside or Outside</u></b>
Joseph Cimaomo, Jr.	Resides <b>Inside</b> Covington
Edward Holmes	Resides <b>Inside</b> Covington
Jim Langehough	Resides <b>Inside</b> Covington

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   Motion \_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill a replacement position on the Planning Commission for an applicant residing inside Covington city limits with a term beginning December 1, 2011 and expiring August 31, 2015.**

**REVIEWED BY:** Derek Matheson, City Manager  
Richard Hart, Community Development Director

SUBJECT: CONSIDER PASSING RESOLUTION TO ESTABLISH POLICIES  
AND PROCEDURES FOR THE EQUIPMENT REPLACEMENT FUND.

ATTACHMENT(S):

1. Proposed Resolution and Exhibit A (Equipment Replacement Fund Policies and Procedures)

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

The City currently does not have a written policy in place for the administration of the Equipment Replacement Fund (ERF). To date, Fund purchases only include City vehicles and specialized equipment. This policy would open the Fund up to electronic and technology related equipment such as telephone systems and servers. It would state in writing the current practice of charging departments for their use of the equipment and accumulating funds for future replacement.

ALTERNATIVES:

- 1) Not adopt the policy and continue with unwritten procedures.

FISCAL IMPACT:

Currently the ERF has an estimated ending cash balance for 2011 of \$321,065. Of that amount \$210,312 is set aside for future replacement of existing equipment. The remainder is available for one-time purchases (\$110,753). Opening the ERF to purchase other equipment reduces the burden on other funds.

Each department is already paying their rental fees to the ERF through the budget process. New items would go through the budget process and include a rental fee line item which would be paid to the ERF.

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

**Councilmember \_\_\_\_\_ moves and Councilmember \_\_\_\_\_ seconds, to adopt a resolution relating to establishing policies and procedures for the Equipment Replacement Fund.**

REVIEWED BY: City Manager; City Attorney.

**RESOLUTION NO. 11-08**

**A RESOLUTION OF THE CITY OF COVINGTON,  
WASHINGTON, RELATING TO EQUIPMENT  
REPLACEMENT FUND POLICIES AND PROCEDURES**

WHEREAS, the City Council of the City of Covington has determined that it is in the best interest of the City to adopt a policy for administering the Equipment Replacement Fund; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AS FOLLOWS:

Section 1. Equipment Replacement Fund Policy. The City of Covington Equipment Replacement Fund Policies and Procedures are adopted as set forth in Exhibit A attached to this Resolution and incorporated by reference herein.

Section 2. Effective Date. This resolution shall take effect immediately upon adoption by the council.

PASSED in open and regular session on this 22 day of November, 2011.

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MARGARET HARTO, MAYOR

ATTESTED:

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Sharon Scott, City Clerk

APPROVED AS TO FORM:

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Sara Springer, City Attorney



## **City of Covington**

# **Equipment Replacement Fund Policies and Procedures**

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1. Overview

a. Purpose of Policies and Procedures:

The purpose of this document is to establish and specify the City of Covington's (City) policies governing asset and fund management, including rental, replacement, and maintenance services for vehicles, motorized equipment, electronic equipment, and technology related equipment.

b. General Policy:

i. It is the policy of the City to provide for centralized management of its vehicles, motorized equipment, electronic equipment, and technology related equipment. Management activities include fund management and asset purchase, rental, maintenance and repair, replacement and disposal.

ii. The City Manager has delegated responsibility for implementing the provisions of this policy to the Public Works Department. The Public Works Department, in collaboration with the Finance Department, shall be responsible for ensuring uniform application and interpretation of the policy. Proposed exceptions to the policy will be considered for maximum benefit of the City.

iii. The Public Works Department shall be responsible for planning, directing, managing, coordinating and supervising programs for the acquisition, assignment, maintenance and repair, rental, replacement and disposal of the vehicle fleet, motorized equipment, electronic equipment, and technology related equipment of the City. To provide for administrative ease and operational flexibility, this responsibility is further delegated to the Fleet Manager and IT Manager.

c. Purpose of Equipment Replacement Fund (ERF):

The purpose of the Equipment Replacement Fund is to manage maintenance and replacement funds to ensure sufficient monies are available when needed. This allows the City to focus on using maintenance and efficiency indicators when making asset equipment replacement decisions. Additionally, the ERF is designed to rent ERF-owned equipment to other funds.

d. Services:

The ERF is designated as an Internal Service Fund with two major functions. The replacement function supports the process to provide for replacement of assets. The operations function supports maintenance, fuel, and rental activities. Each of these services has a separate revenue stream.

2. Definition of Terms

(please note: these are basic definitions only; for more information, see the policies).

a. Asset:

A capital item that qualifies to be part of the ERF. Generally, this is equipment costing in excess of \$5,000.

- b. Capital Addition:  
A new (as opposed to replacement) part or component added to an existing ERF asset used in operations that increases the useful life and service potential of the asset.
  - c. ERF Owned:  
All assets purchased with replacement funds or acquired through contributions from other funds or agencies and donated to the ERF.
  - d. Fleet Operations:  
Provides maintenance, fuel, and related services for the ERF assets.
  - e. Leasing:  
Process by which a department initially contracts for use of equipment without acquiring ownership. Replacement reserves do not fund leases.
  - f. Rate:  
Fee basis for maintenance, services, and replacement.
  - g. System:  
A system is defined as a group of components with interrelated functions that collectively form an asset.
  - h. Useful life:  
Defined period of time that a replacement rate is collected.
3. Replacement Management
- a. Donation of Equipment to the ERF:  
Departments that participate in replacement will donate all eligible assets to the ERF, where they will be considered ERF owned assets.
  - b. Replacement Charges:
    - i. Replacement charges are generally collected based on each individual asset's anticipated replacement cost divided by its useful life. Replacement rates will be calculated by the Fleet Manager or IT Manager with the assistance of the Finance Department. Replacement rates are sometimes adjusted for special purposes. Those charges will be accumulated in the ERF.
    - ii. Capital additions will be captured in the total cost of the asset, and the replacement calculation will be recomputed over the remaining life of the original equipment.
    - iii. Replacement rates may be adjusted when the useful life of an asset is changed or the cost of new assets is significantly higher or lower than the norm. The Fleet Manager and IT Manager will submit an analysis to the Finance Department during the budget process to account for these types of changes.
    - iv. Assets acquired for service by means other than purchase will have a replacement rate established similar to a purchased asset, and will require Finance approval for replacement at the time of acquisition.

- c. Prohibited Uses of Replacement Monies:
  - i. ERF replacement monies will not be used to fund construction projects, purchase non-capital equipment (unless part of a system), or purchase capital items that are not authorized to have a replacement schedule.
  - ii. ERF replacement monies will not be permanently transferred to other funds unless directed by Council.
- d. Miscellaneous Uses
  - i. When the cost of a replacement item is less than the established ERF threshold, replacement funds will purchase the new replacement item and then that item will be discontinued as an ERF-owned asset and reassigned to the appropriate department.
  - ii. Nonscheduled (non-budgeted) expenditure of replacement monies requires City Manager approval. (See Fleet Policy for vehicles and related equipment)
- e. Like-for-Like:

When computing funds available for replacement, the estimate will be determined by comparing the equipment being replaced to an identical piece of equipment in today's marketplace.
- f. Equipment Improvements:

If there are changes in equipment technology that either make the old asset obsolete, antiquated, or not match generally accepted industry trends, this will be considered a like-for-like replacement.
- g. Upgrades:

New equipment technology that is not an Equipment Improvement will be considered an upgrade. Upgrades are acceptable if there is enough money available using the like-for-like formula. If there is a need for additional funds, the department must submit a decision card request.
- h. Rebuilds:

There is an option to use replacement monies to rebuild equipment if it extends the useful life and it is more cost-effective than the replacement option.
- i. Legal and Safety Requirements:

If a mandated legal or safety requirement occurs and there is a cost increase, the Department must submit a decision card request. The equipment specialist (Fleet Manager, IT Manager, and/or the Department) is responsible for anticipating these (when possible) during the budget process.
- j. Early Replacement:

If it is determined by the Fleet Manager or IT Manager that an asset has failed before the end of its useful life, the ERF will pay for the replacement. To collect the shortfall, an increased rate of replacement, which will include the funds still to be collected on the original asset, shall be charged on the newly replaced asset. (See Fleet Policy for instructions on early replacement of vehicles)

- k. Combining Assets or Obtaining Multiple Assets:  
It is permissible to combine a single asset or obtain more than one asset when replacing a single asset. In both cases, if there is a shortage of funds (based on the like-for-like formula), the department must submit a decision card request and present a business case for these additional funds.

#### 4. Replacement Rules

- a. ERF-Owned Assets:

All assets placed in the ERF fund must have the following basic criteria as determined by the Fleet Manager and IT Manager. These criteria must be met to have a replacement schedule created:

- i. Useful life must be two years or longer.
- ii. Minimum individual value is \$5,000, unless they exist as part of an Asset System.
- iii. New item categories and “systems” must be nominated by the departments to the Fleet Manager and IT Manager, and approved by the Finance Department.

- b. Useful Life:

The useful life is established based on industry standards and the normal life expectancy of similar assets. Asset classes generally affect large groups of similar assets; however, special applications and unique items may have separate lives. Normally the useful life is changed when actual average disposal age deviates by more than one year at replacement. Useful life can also be changed as a result of valid department requests and technological changes in the equipment. (For changes in useful lives of Vehicles, see Fleet Policy)

- c. Capital Additions:

Generally, there are two reasons for creating capital additions. First, to accurately reflect the value of the City’s assets. Second, to capture the full cost and have replacement funds available at the time of replacement.

When a capital addition is accepted, the cost is added to the original value of the asset and, during the next budget cycle, replacement is re-calculated. This re-calculation includes the extended useful life.

- i. Definition: A new (as opposed to replacement) part or component added to an existing ERF asset used in operations that increases the useful life and service potential of the asset.
- ii. Criteria: To be accepted as a capital addition, the following criteria must be met:
  - 1) The new part or component must have a minimum individual cost (including tax) of at least 75% or \$3,750.
  - 2) The capital addition must be permanently associated with the parent asset.

- 3) Must increase the useful life and the service potential of the asset by at least two years.
- 4) Must be approved by the Fleet Manager or IT Manager.
- 5) If ERF funds are used, Finance Department approval is required. This is done either through the budget process or, if off-cycle by City Manager approval.
- 6) If Department funds are used, the Department will follow the current city guidelines for the use of their budget.

d. Acquisition and Disposal of Assets:

- i. Acquisition - Approval for acquisition of assets is decided during the budget process, which starts when the Fleet Manager and IT Manager review all assets to determine those that are eligible for replacement per the determined replacement schedule. (See section 3j for early replacement procedures)
- ii. Disposal – City property with a value greater than \$5,000 will be surplus by City Council resolution. All property with an expected value greater than the cost to surplus will be offered through a competitive process, in which at least three interested parties are notified. Property where the expected value is less than the cost to surplus may be destroyed or transferred to another governmental agency or donated to a qualifying local community non-profit. Finance will make the final determination on donations. The City may elect to partner with another governmental agency’s annual auction to save on costs and resources.

While not covered under these policies, assets with a value under \$5,000 should refer to the City of Covington Fixed Assets Policies and Procedures for disposal instructions.

e. Leasing

- i. Replacement reserves on lease equipment: ERF will only collect replacement on leases that qualify as lease purchases, after being approved by Finance.
- ii. Lease contracts: The Finance Department will assist a Department in the review of all equipment that is leased. Total costs will be analyzed to determine if ownership is more cost effective than leasing. If ownership is more cost effective, the department must budget to purchase the item being leased. The department may not lease items in order to avoid the capital purchase screening process. Finance will make the final determination of best lease costs.

f. System

- i. A system is defined as a group of components with interrelated functions that collectively form an asset. The goal of a system is to coordinate replacement needs on these components as a total “group” so that all components can be replaced or disposed of at the same time. Note: systems within ERF are considered rare and should be used only when they meet all criteria. The Fleet Manager or IT Manager will meet with the Department requesting the system and create a memorandum of understanding noting the following requirements and rules:
  - 1) All components within the system must be specifically identified. Components may include items normally considered to be non-capital, but these must have an inter-related function and not be an operations and maintenance item. Travel and training are a component only when they are related to system setup. This does not include maintenance contracts.
  - 2) The functionality of the system and the relationship(s) of the components to the system must be identified. This inter-connectivity must be demonstrable.
  - 3) The components subject to replacement and the components subject to operations and maintenance will be defined.
  - 4) Replacement value and accounting life will be defined.
  - 5) Any special conditions will be defined, including special needs for access to replacement funds.
- ii. The system owner will be responsible for operations and maintenance on the system. Reserves are intended for replacement only.
- iii. If a system needs to expand due to increased functionality (technological changes, etc), this expansion and budget must be approved during the budget process. Once it is a system, it cannot be downgraded into a series of individual assets unless approved by Finance.
- iv. If a system’s components fail or there is a need to replace them before the end of the accounting life, the system’s current replacement schedule will continue. During the budget process, each system will be reviewed and adjustments to rates and accounting life will be made.

5. Operations and Maintenance

a. Maintenance Rates:

The Fleet Manager and IT Manager will establish rates for various operation costs and service provided by the ERF such as fuel, operating supplies, and

repairs and maintenance. Separate accounting will be maintained for replacement operations. ERF maintenance rates will be established to recover actual costs.

- b. Excess Reserves: During the budget process, excess reserves will be analyzed to see if there are any special purpose needs.
- c. Maintenance and Services: The Fleet Manager and IT Manager will maintain all ERF assets except specialty equipment that has specifically been delegated to other departments.

SUBJECT: DISCUSS AMENDMENTS TO THE DEVELOPMENT FEES,  
ADMINISTRATIVE CHARGES AND TRANSPORTATION IMPACT FEES  
FOR 2012

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Proposed 2012 Development Fees and Administrative Charges Tables
2. Transportation Impact Fees Rate Table

PREPARED BY: Salina Lyons, Senior Planner

EXPLANATION:

Adjustments to the development fees, administrative charges and the transportation impact fees have historically been adjusted with the Consumer Price Index Seattle-Tacoma (CPI-W) based on June to June of the previous year. The current development fees, administrative charges and the transportation impact fees have not been increased since the adoption of the 2009 fee resolution. At that time, the City increased the fees by 6.2% in accordance with the CPI-W for 2008. In 2009 and 2010, the CPI was negative and the Council did not accordingly decrease fees in 2010 or 2011. The CPI from June 2010- June 2011 was 3.7%; therefore, the Council has the option to increase the 2012 development fees, administrative charges, and the transportation impact fees by the current CPI.

An alternative to adopting a 3.7% increase in development fees, administrative charges and the transportation impact fees is to adopt an adjusted percentage that accounts for the negative CPI from 2009 (-0.7%) and 2010 (-0.06%) which results in a cumulative increase of 2.9% for 2012. A 2.9% cumulative increase to the 2012 fees would be consistent with the employee Cost of Living Adjustment (COLA) proposed in the 2012 budget.

The attached fee resolution documents do not account for any increases in fees based on the CPI. Staff is requesting direction from the Council on any increases to the development fees, administrative charges, and transportation impact fees. In addition, staff is recommending specific modifications to the development and administrative charges outlined below. No changes are proposed to the building permit fees. Any proposed fees stated below will be increased by the CPI of either 2.9% or 3.7% as directed by the Council.

At the next Council meeting in December staff will bring back the final resolution that adopts amendments to the development fees, administrative charges, and the transportation impact fees according to the direction of the Council.

## **Development Fees (Attachment 1)**

1. Traffic Engineering Review Fees (associated with development review and concurrency requirements): Community Development is working with Public Works on updating our traffic model and implementing a new traffic engineering review process. As a result of the new traffic model, it is anticipated that the fee for traffic concurrency review (\$784.00) and the traffic engineering review fees will be rolled into one new traffic engineering review fee. The fee will cover the cost of determining concurrency, producing a traffic impact analysis report for the developer, and calculating transportation impact fees. Staff will bring forward an amendment to the fee resolution once we have finalized the contract with DEA for traffic modeling and have determined appropriate fees to charge for traffic engineering review associated with development proposals.
2. A Parking Management Plan Review Fee has been added to cover the cost to review parking plans for development projects with more than 30,000 sq. ft. and/or 100 units of housing. This is a new process that was created as part of the downtown zoning regulations. The proposed fee is \$256 and based on an anticipated 2 hours of staff time at the billable rate of \$128.00 per hour.
3. The Annexation Petitions and Elections Request “PLUS per acre” rate has been reduced from \$614.00 to \$75.00. Based on staff’s experience with processing annexations, it was determined that a rate of \$614.00 per acre is too high and substantially exceeds the actual cost for staff to review the documents. A superscript is included to clarify that the annexation petition and elections request fee does not include any costs associated with the development of sub-area plans and development regulations necessary for the adoption of the annexation.
4. A superscript is added to the Right-of-Way Permit that notes the fee is applicable to a request for the relocation of an existing driveway. Staff spends at least an hour reviewing request for new driveway locations to ensure that the location is designed in compliance with our street standards and meet traffic safety requirements.
5. A Permit Extension Request fee has been added to Single Family Residential Permits. Staff has seen an increase in requests for single family residential permit extensions. These requests result in additional time to track the permit and issue the necessary paperwork for the extension. The proposed new fee is based on 1 hour of staff time at the billable rate of \$128.00 per hour.
6. A Temporary Certificate of Occupancy is a new fee that was added in the 2011 fee resolution. Staff has tracked the time spent on issuing a temporary certificate of occupancy and found that they utilize about 2 hours of staff time which equates to a fee of \$256.00.

## **Administrative charges (Attachment 2)**

- 1 The Business License fees have been updated to identify the different types of business licenses (new (commercial), new home occupations and renewals). The fee for each type will be increased to \$60.00. Staff collectively spends approximately an hour entering, reviewing and issuing business licenses. In addition, staff may spend additional time

visiting the commercial sites and following up with individual home occupations regarding the regulations.

Staff is proposing to raise the current \$39.00 fee to \$60.00 to move this fee slightly closer to full cost recovery; however, business licenses are still highly subsidized by the development services fund.

- 2 The Kitchen Use Fee will be reduced to \$30.00.

**ALTERNATIVES:**

1. Revise the fee resolution to increase the development fees, administrative charges, and transportation impact fees by 3.7% pursuant to the CPI for the current year.
2. Revise the fee resolution to increase the development fees, administrative charges, and transportation impact fees by 2.9% pursuant to the adjusted CPI over the past 3 years.
3. Direct staff to make any other changes.

**FISCAL IMPACT:**

Community development is anticipating approximately \$1,350,000.00 in development fee revenue in 2012 (2012 Budget Workbook). If the Council implements a 3.7% increase in the development fees it may result in \$50,000.00 of additional permit revenue. A 2.9% increase in the development fees may result in \$36,450.00 of additional permit revenue. Increases to the administrative charges may result in an additional \$1,887.00 (3.7%) or \$1,377.00 (2.9%) revenue.

Increases to the transportation impact fees are difficult to measure because proposed developments pay impact fees at the time of building permit issuance, and we don't have knowledge of how many projects might be commenced. Most of the current active development proposals have paid or are exempt from transportation impact fees. Attachment 2 shows the current transportation impact fee calculation table. Any increase in the fees would result in an increase to the fee per land use unit, which equates to an increase in the average daily trip rate.

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

**Councilmember \_\_\_\_\_ moves, and Councilmember \_\_\_\_\_ seconds to direct staff to prepare a resolution with an inflationary increase of 3.7% or 2.9% to the 2012 development fees, administrative charges, and the transportation impact fees.**

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

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# DEVELOPMENT AND PERMIT CHARGES

## I. DEVELOPMENT FEES

### A. Traffic Concurrence Certificate

1. Administrative Fee, Residential .....	\$784	CMC 12.100.090
2. Administrative Fee, Commercial (non-residential)	\$784	
3. Request for Extension of Certificate .....	\$392	

### B. Pre-application Conferences/Use Determinations

1. Pre-application conference.....	\$688	CMC 14.30.030(1)
2. Downtown permitted use determination.....	\$640	CMC 18.31.085

### C. Residential Land Development

1. Short Subdivisions		
a. Preliminary application review fees .....	\$12,519	CMC 17.20.010
b. Request for extension.....	\$287	CMC 17.20.040
c. Final short plat .....	\$6,059	CMC 17.25.030
d. Alteration to recorded short plat.....	\$1,716	CMC 17.25.080
e. Vacation of short plat .....	\$801	CMC 17.25.090
f. Affidavit of correction .....	\$512	CMC 17.15.120(5)
2. Subdivisions		
a. Preliminary application review fees .....	\$27,547	CMC 17.20.010
PLUS per lot fee .....	\$316	
b. Major revision to approved preliminary subdivision .....	\$7,202	CMC 17.20.030
c. Request for extension .....	\$287	CMC 17.20.020
d. Final subdivision		
(i) Final subdivision fee .....	\$10,288	CMC 17.25.030
PLUS per lot fee .....	\$87	
(ii) Subdivision alteration .....	\$2,287	CMC 17.25.070(1)
e. Vacation of plat .....	\$801	CMC 17.25.090
f. Affidavit of correction .....	\$512	CMC 17.15.120(5)

### D. Commercial Development

1. Commercial Site Dev. Permit (includes multifamily)	\$12,002	CMC 18.110.010(2)
2. Binding Site Plan		
a. Binding site plan .....	\$12,574	CMC 17.30.020
b. Binding site plan, in conjunction with commercial site development permit .....	\$1,024	CMC 17.30.020
c. Alteration of binding site plan.....	\$12,574	CMC 17.30.040
d. Vacation of binding site plan .....	\$12,574	CMC 17.30.050
3. Condominium Survey Map Review .....	\$1,024	CMC 17.35.010

<b>E. Boundary Line Adjustment</b>		
Request for boundary line adjustment .....	\$859	CMC 17.40.010

<b>F. Environmental Review</b>		
1. State Environmental Policy Act (SEPA) Review		CMC 16.10.260(1)
a. Environmental checklist .....	\$915	
b. Threshold determination		
(i) MDNS .....	\$4,802	
(ii) DS .....	\$4,802	
PLUS hourly fee to review EIS .....	\$128/hr	
2. Critical Area Review Fees		
a. Reviews associated with single-family residential building permits, shoreline permits, individual short subdivision, boundary line adjustments, right-of-way permits (Level 1 Report) .....	\$859	CMC 18.65.100(1)
b. Reviews associated with commercial and/or multifamily building permits, commercial site development, grading permits, subdivisions, rezones, variances, and conditional use permits (Level 1 Report), to be collected as follows:		CMC 18.65.100(1)
(i) at time of application .....	\$2,000	
(ii) at time of engineering review.....	\$1,000	
(iii) at commencement of monitoring.....	\$1,915	
c. If Level 2, 3, or 4 critical area report required .....	Same fees as in (b) above	CMC 18.65.100(1)
PLUS hourly fee .....	\$128/hr	
e. Critical area exceptions/reasonable use ...	\$2,386	CMC 18.65.070(4)

<b>G. <u>Traffic</u> Engineering Review</b>		
1. Traffic Engineering Review Fees		CMC 17.15.145(2)
a. Residential subdivision .....	\$2,444	
b. Commercial/multifamily/public /institutional		
(i) 0 - 20 parking spaces .....	\$2,444	
(ii) 21 - 100 parking spaces .....	\$4,274	
(iii) 101 or more parking spaces .....	\$6,105	
2. <u>Parking Management Plan Review Fee</u> .....	<u>\$256.00</u>	<u>CMC 18.31.110(6)</u>

<b><u>GH.</u> Engineering Review</b>		
<u>21.</u> Engineering Plan Review Fees		CMC 17.15.145(3)
a. Short subdivision		
(i) Base fee .....	\$7,947	
(ii) Resubmittal or revision, each occurrence		
Base fee .....	\$128	
PLUS hourly fee .....	\$128/hr	

b. Subdivision		
(i) Application plan review		
Base fee .....	\$7,580	
PLUS per lot fee .....	\$59	
(ii) Resubmittal or revision, each occurrence		
Base fee .....	\$128	
PLUS hourly fee .....	\$128/hr	
c. Commercial/multifamily		
		CMC 18.110.030(b)
(i) Base fee .....	\$5,145	
(ii) Resubmittal or revision, each occurrence		
Base fee .....	\$128	
PLUS hourly fee.....	\$128/hr	
<b>32. Engineering Design Review</b>		
a. Design and Construction Standards design deviation (Type 1) .....	\$384	CMC 12.60.050 (Standards 1.08G)
b. Design and Construction Standards design variance (Type 2) .....	\$640	CMC 12.60.050 (Standards 1.08)
<b>43. Drainage Review Fees</b>		
a. Drainage plan review .....	\$128/hr	CMC 13.25.040(3)
b. Stormwater Manual design deviation (Type 1).....	\$384	CMC 13.25.050(1) (Standards 1.08G)
c. Stormwater Manual design variance (Type 2).....	\$750.00	CMC 13.25.050(6, 7)

**H.I. Clearing and Grading**

1. Clearing & Grading Permit Plan Review Fees CMC 18.60.035(1)

a. Permit plan review

The plan review fee shall be calculated by adding the applicable amounts from Tables 1 and 2, provided the maximum plan review fee shall not exceed \$67,333.

Table 1

Volume (yd <sup>3</sup> )	Base	PLUS, per 100 yd <sup>3</sup> (For Total)
0 - 500	\$0	\$37
501 - 3,000	\$68	\$51
3,001 - 10,000	\$417	\$34
10,001 - 20,000	\$2,637	\$13
20,001 - 40,000	\$4,054	\$8
40,001 - 80,000	\$4,395	\$7
Over 80,000	\$5,177	\$6

**Table 2**

Disturbed Area (acres)	Base	PLUS, per acre (For Total)
Up to 1 Acre	\$216	\$1,004
1.1 to 10 Acres	\$467	\$752
10.1 to 40 Acres	\$3,560	\$444
40.1 to 120 Acres	\$12,306	\$213
120.1 to 360 Acres	\$28,003	\$85
360.1 Acres and more	\$30,388	\$47

- b. Plan revision fee
  - (i) Base fee, each occurrence ..... \$458  
     **PLUS** hourly fee..... \$128/hr
  - (ii) SEPA re-review ..... \$4,915
- 2. Grading Permit Fee Reductions CMC 18.60.035(3)
  - a. Grading permit fee reduction for projects completed within one year ..... 40%
  - b. Grading permit fee reduction for projects reviewed in conjunction with building permits, subdivisions, short subdivisions or planned unit developments ..... 50%
- 3. Tree Removal and Clearing Fees
  - a. Minor tree removal ..... \$255 CMC 18.45.060(6)
  - b. Major tree clearing ..... \$765 CMC 18.45.060(6)

**J. Construction Inspection**

1. Construction Inspection Fee Table CMC 17.15.145(4)

Bond Quantities Worksheet Amount	Fee	PLUS, per each \$1,000 assured
\$0 - \$30,000	\$458	\$207
\$30,001 - \$120,000	\$5,258	\$87
More than \$120,001	\$11,431	\$38

- 2. Annual Inspections ..... \$128/hr CMC 17.15.145(4)
- 3. Supplemental Inspection, base fee ..... \$331 CMC 17.15.145(4)  
     **PLUS** hourly fee..... \$128/hr
- 4. Landscape Installation Inspection ..... \$331 CMC 18.40.150(4)
- 5. Landscape Maintenance Bond Release Inspection..... \$331 CMC 18.40.150(4)
- 6. Request for Extension of Performance Guarantee \$256 CMC 18.40.150(4)
- 7. Inspection outside of business hours -  
     Weekdays, 2 hour minimum \$128/hr
- 8. Inspection on weekends/holidays - 4 hour minimum \$128/hr

**JK. Re-inspections and Missed Appointments  
(Construction, Planning, Engineering, Fire)**

Re-inspection fees will be assessed at \$128 per occurrence when an inspection has been requested or is required and (1) the previous inspection correction items are not complete, and/or (2) access to the site is not provided, and/or (3) approved plans are not on-site.

**KL. Maintenance Bond Fees (All sites except single-family lots)**

Bond/Assurance Amount	Fee	PLUS, per each \$1,000 assured
\$0 - \$30,000	\$687	\$24
\$30,001 - \$120,000	\$1,145	\$12
More than \$120,001	\$1,716	\$8

**LM. Latecomers' Agreements**

- |   |          |                  |
|---|----------|------------------|
| 1. Application Fee                                      |          | CMC 13.45.020(1) |
| a. Latecomer's costs \$20,000 or less .....             | \$531    |                  |
| b. Latecomer's costs \$20,001 - \$100,000 .....         | \$1,062  |                  |
| c. Latecomer's costs more than \$100,000.               | \$2,124  |                  |
| 2. Review by City Engineer; 4-hour deposit required.... | \$128/hr | CMC 13.45.020(2) |
| 3. Processing Fee .....                                 | \$128    | CMC 13.45.050(6) |
| 4. Segregation Processing Fee .....                     | \$128    | CMC 13.45.060(1) |

**MN. Shoreline Management Fees**

- |                                   |  |               |
|-----------------------------------|--|---------------|
| 1. Substantial Development Permit |  | CMC 16.05.050 |
|-----------------------------------|--|---------------|

Total Cost of Proposed Development	Fee
\$5,001 - 10,000	\$1,564
\$10,001 - 100,000	\$3,126
\$100,001 - 500,000	\$7,812
\$500,001 - 1,000,000	\$11,716
More than \$1,000,000	\$15,619

- |   |          |
|---|----------|
| b. Single-family Joint-Use Dock .....     | \$3,430  |
| 2. Shoreline Conditional Use Permit ..... | \$12,002 |
| 3. Shoreline Variance                     |          |
| Up to \$10,000 project value .....        | \$3,544  |
| Over \$10,000 project value .....         | \$9,374  |
| 4. Shoreline Environment Redefinition     |          |
| Base fee .....                            | \$17,622 |
| PLUS per shoreline lineal foot.....       | \$36     |
| Maximum charge .....                      | \$66,076 |
| 5. Shoreline Exemption .....              | \$402    |

6. Supplemental Fees

a. Request for extension, calculated as % of original permit .....	20%
b. Revision, as % of original permit .....	20%
c. Surcharge when public hearing required, as % of original permit .....	12%
Minimum charge .....	\$3,658
d. Compliance investigation not to exceed cost of permit (including travel time) .....	\$128/hr

**NO. Other Fees**

1. Administrative fee for school impact fees, per residential unit .....	\$78	CMC 18.120.030(1)
2. Administrative fee for development permits subject to transportation impact fees, per lot.....	\$78	CMC 12.105.070(3)
3. Administrative fee for development permits subject to individually-determined transportation impact fees, per development ...	\$392	CMC 12.105.050(5)
4. Commute Trip Reduction		CMC 12.90.050
a. Program review .....	\$128/hr	
b. Request for extension .....	\$128/hr	
c. Request for modification .....	\$128/hr	
5. Flood Damage Prevention Variance .....	\$1,024	CMC 16.15.180(1)

**OP. Consultant Pass-Through Fees**

In the review of a land-use permit application, including but not limited to environmental (SEPA) review, the City may determine that such review requires the retention of professional consultant services. In addition to the above development fees that an applicant is required to submit, the applicant shall also be responsible for reimbursing the City for the cost of professional consultant services if the City determines that such services are necessary to complete its review of the application submittal. The City may also require the applicant to deposit an amount with the City which is estimated, at the discretion of the Community Development Director, to be sufficient to cover anticipated costs of retaining professional consultant services and ensure reimbursement to the City for such costs. (CMC 14.30.040(6))

1. Consultant costs .....	Actual costs
2. Administrative fee .....	10% of actual consultant costs

## II. ZONING AND LAND USE FEES

A. Annexation Petitions and Election Requests <sup>2</sup>		
Base Fee .....	\$12,451	
<b>PLUS</b> per acre .....	<del>\$6,147</del> <b>5</b>	
B. Comprehensive Plan Amendment .....	\$3,717	CMC 14.25.020(2)
(includes \$500 non-refundable docketing fee)		
<b>PLUS</b> consultant costs if accepted by Planning Commission .....	Billed separately	
C. Development Regulation Amendment .....	\$3,186	
(includes \$500 non-refundable docketing fee)		
<b>PLUS</b> consultant costs if accepted by Planning Commission .....	Billed separately	
D. Land Use Written Determination/Certification <sup>1</sup>		
Type 1 decision letter .....	\$402	Multiple cities
E. Conditional Use Permit (CUP)		CMC 18.125.020
1. CUP (stand alone permit) .....	\$9,840	
2. CUP w/ Commercial Site Development .....	\$2,800	
3. Amendment to CUP .....	\$3,440	
F. Temporary Use Permit .....	\$256	CMC 18.85.100
G. Zoning Variance (Type 3).....	\$8,631	CMC 18.125.030
H. Design Departure from the <i>City of Covington</i> <i>Design Guidelines and Standards</i> .....	\$256	CMC 18.31.050
I. Re-use of Closed Public School Facilities .....	\$1,711	CMC 18.85.220
J. Appeals to Hearing Examiner .....	\$602	CMC 14.35.110(1)
K. Sign Permits		CMC 18.55.050(1)
1. Freestanding sign, each .....	\$573	
2. Wall-mounted signs (up to 3) .....	\$573	
Additional per sign over 3 signs .....	\$128	
3. Temporary sign .....	\$128	
L. Sign Variance .....	\$8,631	CMC 18.55.090
M. Other services .....	\$128/hr	

1 Some written determinations may require additional consultant pass-through costs as authorized by the Covington Municipal Code.

2 Fee does not include any costs associated with development of Sub-Area Plans and development regulations.

### III. RIGHT-OF-WAY FEES

A. Right-of-Way Use Permit <sup>1</sup>		CMC 12.35.040
Up to 300 lineal feet .....	\$409	
Over 300 lineal feet .....	\$645	
<b>PLUS \$2.00 per foot over 300 lineal feet</b>		
B. Right-of-Way Use Permit Extension		CMC 12.35.050(4)
Up to 300 lineal feet .....	\$409	
Over 300 lineal feet .....	\$645	
<b>PLUS \$2.00 per foot over 300 lineal feet</b>		
C. Right-of-Way Use - Non-Construction .....	\$128	CMC 12.35.040
(e.g. parade, block party, oversize load, etc.)		
D. Right-of-Way Construction Permit (Franchised Utility)		CMC 12.65.040(1)
Up to 300 lineal feet .....	\$409	
Over 300 lineal feet .....	\$645	
<b>PLUS \$2.00 per foot over 300 lineal feet</b>		
E. Right-of-Way Placement Permit (Non-franchised Utility)		CMC 12.67.050(5)
Up to 300 lineal feet .....	\$409	
Over 300 lineal feet .....	\$645	
<b>PLUS \$2.00 per foot over 300 lineal feet</b>		
F. Right-of-Way Use Permit - Aerial Work		
Base fee (non-construction).....	\$128	
Per pole fee.....	\$128	
G. ROW Use Permit - Aerial & Pole Replacement		
Base fee (construction).....	\$409	
Per pole fee.....	\$256	
H. Failure to Call In Job Start.....	\$128	
I. Petition for Vacation of Right-of-Way .....	\$920	CMC 12.55.070
<b>PLUS pass-through consultant costs.....</b>	Billed separately	
J. Limited Special Permit to Exceed Bridge Load Limit.	\$128/hr	CMC 12.20.020

<sup>1</sup> The fee is applicable to a request for the relocation of an existing driveway.

## IV. BUILDING FEES

### A. Building Code Fees

CMC 15.05.060

#### 1. Building Permit Fee Table

Project Value	Fee
\$1 - \$500	\$29
\$500 - \$2,000	\$29 for first \$500, plus \$7 per each addt'l \$100 or fraction thereof up to and including \$2,000
\$2,001 - \$25,000	\$98 for first \$2,000, plus \$19 per each addt'l \$1,000 or fraction thereof up to and including \$25,000
\$25,001 - \$50,000	\$492 for first \$25,000, plus \$15 per each addt'l \$1,000 or fraction thereof, up to and including \$50,000
\$50,001 - \$100,000	\$834 for first \$50,000, plus \$13 per each addt'l \$1,000 or fraction thereof, up to and including \$100,000
\$100,001 - \$500,000	\$1,407 for first \$100,000, plus \$14 per each addt'l \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 - \$1,000,000	\$6,435 for first \$500,000, plus \$10 per each addt'l \$1,000 or fraction thereof, up to and including \$1,000,000
More than \$1,000,001	\$10,436 for first \$1,000,000, plus \$9 per each addt'l \$1,000 or fraction thereof

#### 2. Other Inspections and Fees

- a. Inspections outside of normal business hours
  - Base fee ..... \$256
  - PLUS hourly rate beyond two hours ..... \$128/hr
- b. Reinspection fees assessed per IBC 305.8 .... \$128/hr
- c. Other inspections ..... \$128/hr
- d. Additional plan review ..... \$128/hr
- e. Plan review and/or inspection by outside consultants ..... Actual costs

- 3. Building Permit Plan Review (due at time of application) ..... 65% of building permit fee

#### 4. Misc. Single-Family Residential Building Permit Fees

- a. Re-roofs ..... \$187
- b. Manufactured home placement, per unit ... \$187
- c. Fences over 6 feet tall ..... Valuation-based
- d. Demolition, per structure ..... \$247
- e. Permit Extension Request..... \$128.00

#### 5. Misc. Commercial Building Permit Fees

- a. Permit Extensions Request..... \$128
- b. Temporary Certificate of Occupancy..... \$128256

**B. Mechanical Permit Fees**

CMC 15.05.060

- 1. Permit Issuance ..... \$36
- 2. Supplemental Permit Issuance ..... \$15

3. 

Mechanical Unit Fee Schedule	
a. Furnace	\$21
b. Furnace over 100,000 Btu/h (29.3 kw)	\$24
c. Floor furnace	\$21
d. Unit heater	\$21
e. Appliance vent	\$12
f. Boiler or compressor up to 3 hp, or absorption system up to 100,000 Btu/h	\$20
g. Boiler or compressor over 3 up to 15 hp, or absorption system 100,001-500,000 Btu/h	\$34
h. Boiler or compressor over 15 up to 30 hp, or absorption system 500,001-1,000,000 Btu/h	\$49
i. Boiler or compressor over 30 up to 50 hp, or absorption system 1,000,001-1,750,000 Btu/h	\$68
j. Boiler or compressor over 50 hp, or absorption system over 1,750,000 Btu/h	\$113
k. Air-handling unit up to 10,000 cfm	\$15
l. Air-handling unit over 10,000 cfm	\$24
m. Evaporative cooler	\$15
n. Ventilation fan	\$12
o. Mechanical hood	\$15
p. Domestic-type incinerator	\$24
q. Commercial or industrial-type incinerator	\$20
r. Miscellaneous appliance	\$15
s. Gas piping system, 1-4 outlets	\$9
t. Additional outlet exceeding 4, each	\$6
u. Hazardous process piping system (HPP), 1-4 outlets	\$10
v. Hazardous process piping system (HPP), 5 or more outlets, each	\$6
w. Nonhazardous process piping system (NPP), 1-4 outlets	\$7
x. Nonhazardous process piping system (HPP), 5 or more outlets, each	\$0.67

- 4. Commercial Mechanical Permit Plan Review..... 65% of mechanical permit fee

**C. Plumbing Permit Fees**

CMC 15.05.060

- 1. Permit Issuance ..... \$36
- 2. Supplemental Permit Issuance ..... \$15

3. 

Plumbing Unit Fee Schedule	
a. One trap or a set of fixtures on one trap	\$12
b. Building sewer and each trailer park sewer	\$21
c. Rainwater systems, per drain (inside building)	\$12
d. Cesspool (where permitted)	\$32
e. Private sewage disposal system	\$51
f. Water heater and/or vent	\$12
g. Gas-piping system, 1-5 outlets	\$10
h. Additional outlet exceeding 5, each	\$6
i. Industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture trap	\$12
j. Installation or alteration of drainage or vent piping and/or water treating equipment, each	\$12
k. Repair or alteration of drainage or vent piping, each fixture	\$12
l. Lawn sprinkler system on any one meter including backflow protection devices	\$12
m. Atmospheric-type vacuum breakers, 1-5	\$10
n. Additional breakers exceeding 5, each	\$6
o. Backflow device other than atmospheric-type vacuum breakers, 2-inch or smaller	\$12
p. Backflow device other than atmospheric-type vacuum breakers, over 2 inches	\$21
q. Graywater system	\$51
r. Initial installation and testing for reclaimed water system*	\$38
s. Annual cross-connection testing of reclaimed water system (excluding initial test)*	\$38
t. Medical gas piping system serving 1-5 inlets/outlets for a specific gas	\$63
u. Additional medical gas inlets/outlets, each	\$10

\*Additional hourly rate may apply to complex systems

- 4. Commercial Plumbing Permit Plan Review ..... 65% of total plumbing permit fee

## V. FIRE CODE FEES

### A. Fire Flow & Fire Access Review - International Fire Code CMC 15.05.060

1. Commercial site development	
Buildings 5,000+ sq. ft. ....	\$864
Buildings less than 5,000 sq. ft. ....	\$480
2. Large commercial buildings 5,000 + sq. ft. (building permit review).....	\$1,312
3. Commercial building less than 5,000 sq. ft. (building permit review).....	\$512
4. Multifamily building (building permit review)....	\$1,312
5. Commercial tenant improvements .....	\$512
6. Single-family residential (new building permit).....	\$288
7. Subdivisions (at preliminary plat review) .....	\$640
8. Short subdivisions (at preliminary plat review).....	\$576
9. Boundary line adjustments (case by case).....	\$128
10. Other applications .....	\$192

### B. Fire System and Tank Reviews CMC 15.05.060

1. Fire alarm systems	
a. 1-4 zones	\$198
b. Each additional zone	\$39
c. Each addressable panel	\$699
<b>PLUS</b> for each device	\$8
2. Fire extinguishing systems	
<b>PLUS</b> for each nozzle	\$23
3. Automatic sprinkler systems	
a. Commercial, each riser	\$375
<b>PLUS</b> for each head/plug	\$8
b. Multifamily 13R, each riser	\$302
<b>PLUS</b> for each head/plug	\$7
c. Single-family 13D system	\$310
4. Standpipe systems	
a. Class I	\$392
b. Class II	\$392
c. Class III	\$1,077
d. Each outlet, Class I or II	\$76

e. Fire pump	\$349
5. Flammable or combustible liquids storage tanks	
a. Underground, first tank	\$198
PLUS each additional tank	\$108
b. Above ground, each tank	\$198
6. Hazardous materials storage tanks	
a. Less than 500 gallons, each	\$266
b. 501 - 1,199 gallons, each	\$537
c. 1,200 gallons or more	\$767
7. Liquefied petroleum tanks	
a. Less than 500 gallons, each	\$198
b. 501 - 9,999 gallons, each	\$392
c. 10,000 gallons or more	\$772
8. Gaseous oxygen systems	
a. Less than 6,000 ft <sup>3</sup>	\$122
b. 6,001 - 11,999 ft <sup>3</sup>	\$266
c. 12,000 ft <sup>3</sup> or more	\$385
9. Nitrous oxide systems	
PLUS each outlet	\$19
10. Medical gas systems	
a. Gaseous systems	\$418
PLUS each outlet	\$19
b. Liquefied systems	\$897
PLUS each outlet	\$19
11. Hazardous material recycling systems	
a. 110 gallons or less per day capacity	\$266
b. Over 110 gallons per day capacity	\$766
12. Vapor recovery systems (per tank)	
a. Phase I - tank truck and tank	\$214
b. Phase II - vehicle fueled and tank	\$267
13. Cryogenic tank, each	
	\$214
14. Flammable liquid devices	
a. Spray booths (updraft), each	\$214
b. Dip tanks, each	\$194
c. Spray booths (downdraft), each	\$357
d. Flow coaters, each	\$405
e. Mixing/handling room	\$529

15. Fiberglass work systems	
a. Spray or chopper booth	\$357
b. Lay-up areas	\$416
16. Organic peroxide storage facility	\$416
17. Explosives storage magazines	
a. Class I	\$416
b. Class II	\$266
18. Compressed natural gas systems, each	\$405
19. Liquefied natural gas systems	\$769
20. High-piled storage racks	\$405
21. Smoke removal systems	\$416
22. High rise emergency evacuation plans	\$416
23. Commercial candle-holding devices	\$266
24. Computer room	\$416
25. Floor or layout plans required by the Fire Code for public assembly, special sales, outdoor storage of flammable liquids in drums, or indoor storage of combustibles	\$405
26. Fire clearance when requested of the Fire Marshal, including but not limited to the following:	
a. State funding of school projects	\$266
b. State or federal school, hospital, nursing home, rehabilitative facilities, or custodial facilities accreditation	\$266
c. State licensing of mini-day care, day care, foster home, boarding home	\$266
d. State liquor license	\$266
e. State gambling license	\$266
f. Special out-of-occupancy uses	\$266
g. House moving permit	\$266
h. Fire clearance for Covington business licenses	\$266
27. Approval of carpet samples or decorative materials	\$266
28. Special inspections for occupancy determinations or changes of use requirements	\$266
29. Requested preliminary inspections	\$266
30. Each retest or re-inspection of a fire protection or hazardous materials	\$266

31.	Witnessing tests of used underground flammable liquids storage tanks before installation	\$266
32.	Investigating and processing leaking underground storage tanks or hazardous materials spills and the subsequent containment and recovery of lost product	\$266
33.	Underground piping to flammable or combustible liquid storage tanks	\$266
34.	Installation, removal or abandonment, or any combination thereof, of flammable or combustible liquid storage tanks	
	a. First commercial tank	\$266
	b. Each additional commercial tank	\$141
	c. Contractor's permit for removal or abandonment of residential underground fuel tanks	\$187
35.	Witnessing tests of underground flammable or combustible liquid storage tanks for tank tightness	\$266
36.	Conducting fire flow tests or analysis	\$941
37.	Fuel tanks for oil burning equipment	
	a. Commercial	\$198
	b. Residential	\$97
38.	Monitoring transmitters	\$267
	PLUS each device	\$8
39.	Sprinkler system supply mains (public main to sprinkler riser), each	\$266
40.	Emergency or standby power systems	\$266
41.	Plan review of construction fire safety plans	\$266
42.	Confidence testing of fire protection systems	\$266
43.	High rise fire system review	\$266
44.	Fire protection plan review	
	a. Review of water main extension, replacement, or both	\$283
	PLUS per hydrant	\$81
	b. Review of hazardous material management plan	\$552

**C. Fire System and Fire Tank Inspections/Conformance** CMC 15.05.060

- 1. Inspection of residential projects ..... \$160  
     **PLUS** per head/device ..... \$7
- 2. Inspection of commercial projects ..... \$173  
     **PLUS** per head/device ..... \$8
- 3. Inspection of water main extension or replacement. \$144
- 4. Inspection of combustible liquid storage tanks.. \$160

**D. Hazardous Materials and Public Assembly Inspection** CMC 15.05.060

Code inspections, mitigations, and code enforcement fees shall be charged at the Department's current hourly rate, with the exception of the following:

- 1. Fireworks stands (rate set by state law) ..... \$100
- 2. Fireworks displays (rate set by state law) ..... \$100
- 3. Liquefied petroleum gas serving single-family residences ..... No charge
- 4. Parade floats ..... No charge
- 5. Use of candles for ceremonial purposes by churches or nonprofit groups ..... No charge

**E. Extensions of permits or approvals** CMC 15.05.060

Fire system permits

- a. Single-family residential ..... \$154
- b. Final and correction inspections ..... \$247
- c. Full fire inspection ..... 20% of original permit fee

**F. Fire Code Enforcement Inspection (Annual Fire Inspections)** CMC 15.05.060

Fire code enforcement inspections identified in the program policy shall be charged to the applicant or owner at hourly rate of \$128.

## VI. TECHNOLOGY MANAGEMENT FEE

A \$38.00 technology surcharge is assessed for each of the following transactions: Building permit, plumbing permit, mechanical permit, fire permit, sign permit, demolition permit, right-of-way use permit, etc., and each land-use action, impact fee assessment, and concurrency analysis (including supplemental applications).

## ADMINISTRATIVE CHARGES

### I. BUSINESS LICENSES

A. Business license fee, <del>renewal fee</del> (New)	<del>\$3960</del>
B. Business license fee for home occupations or home industry (New)	<del>\$3960</del>
C. <u>Business license renewal fee</u>	<u>\$39</u>
C. Peddler's permit fee	\$96
PLUS technology surcharge	\$38
D. Special event license (3-day license)	\$137
PLUS technology surcharge	\$38

### II. CITY CLERK'S OFFICE

A. Agenda-only subscription (City Council and all commissions)	No charge
B. Copies of audio tapes of meetings, per tape	Actual cost
C. Verbatim transcripts, requires \$400 deposit when ordered	Actual cost
D. Copy - CD rom	Actual cost
E. Paper copies on copier (no charge first 5 pages), per page	\$0.15

### III. FINANCE DEPARTMENT

A. Financial Documents - <i>copies available at City Hall for viewing</i>	
1. Final Budget	Actual cost
2. Preliminary Budget	No charge
3. Financial Statement	Actual cost
B. Returned item fee (i.e. NSF, chargeback, etc.)	Actual cost

### IV. MISCELLANEOUS FEES

A. Maps larger than 11" x 17"	Actual cost
B. Community Room	
1. Reservation fees - Weekdays during normal City business hours (8 am to 5 pm)	\$26/hour
2. Reservation fees - Weekends, holidays, times other than normal City hours	\$60/hour
3. Facility monitor hourly rate	\$12/hour
4. Kitchen use fee	<del>\$31</del> <u>\$30</u> per event
5. Refundable damage/cleaning deposit	\$250
6. Processing fee for refunds for cancellations	\$10/per transaction
C. Promotional Items	
1. City of Covington hats, mugs, etc.	Actual cost
2. Covington historical books	Actual cost
D. Special Event Permit (on City property)	\$247

## Appendix B. Traffic Impact Rate Table

0.091 = Avg K-factor / Avg Daily Fee/Trip = \$ 394

This table uses ITE <sup>(3)</sup> driveway trip rates, with adjustments, to derive the net new impact per unit of development, in vehicle-miles-traveled (VMT). See ITE for details of land use categories.

ITE LAND USE NAME	ITE LAND USE CODE	ITE LAND USE UNIT <sup>(11)</sup>	ITE AVERAGE SIZE <sup>(9)</sup>	ITE GROSS TRIP RATE / UNIT <sup>(3)</sup>	DISCOUNT PASS-BY TRIPS <sup>(4)</sup>	ITE Pk/Daily K-Factor	NET NEW VMT IMPACT RATE / UNIT <sup>(5)</sup>	FEE PER LAND USE UNIT
<b>RESIDENTIAL</b>		<i>Signature elements: places where people live with active lifestyles. Afternoon peak hour traffic is mainly inbound.</i>						
Single-family (detached) dwelling	210	Dwelling	214	9.6	0%	10.6%	<b>9.6</b>	<b>\$ 4,378</b>
Duplex (detached) dwelling	use 210	Dwelling	same	9.6	0%	10.6%	<b>9.6</b>	<b>\$ 4,378</b>
Multifamily, 3+ bedrooms	use 231	Dwelling	234	7.4	0%	10.5%	<b>7.4</b>	<b>\$ 3,381</b>
Multifamily, under 3 bedrooms	blend 220, 221, 230	Dwelling	250	6.0	0%	10.0%	<b>6.0</b>	<b>\$ 2,601</b>
Mobile Home Park	240	Dwelling	168	5.0	0%	11.2%	<b>5.0</b>	<b>\$ 2,428</b>
Self-contained Retirement Community <sup>(7)</sup>	251	Dwelling	862	3.7	0%	7.0%	<b>3.7</b>	<b>\$ 1,127</b>
Senior Adult Housing-Attached	252	Dwelling	147	3.5	0%	3.2%	<b>3.5</b>	<b>\$ 477</b>
Congregate Care Facility, Nursing Home, Elderly Housing (Attached)		<i>please see Non-Retail, assisted living facilities</i>						
<b>NON-RETAIL</b>		<i>Signature elements: places where most traffic is generated by employees, rather than customers, patrons or residents. Includes some public facilities and some assisted-living types of residential facilities. Peak hour main</i>						
<b>Employment Centers</b>								
Office Building (single building)	blend 710, 714, 715	1000 sq. ft.	150-300	11.4	0%	13.1%	<b>11.4</b>	<b>\$ 6,503</b>
Office Park (multiple buildings)	750	1000 sq. ft.	370	11.4	0%	13.1%	<b>11.4</b>	<b>\$ 6,503</b>
Business Park (multiple buildings)	770	1000 sq. ft.	379	12.8	0%	10.1%	<b>12.8</b>	<b>\$ 5,592</b>
Research & Development Center	760	1000 sq. ft.	306	8.1	0%	13.3%	<b>8.1</b>	<b>\$ 4,682</b> %T <sup>10</sup>
General Light Industrial	110	1000 sq. ft.	357	7.0	0%	14.1%	<b>7.0</b>	<b>\$ 4,248</b> %T <sup>10</sup>
Industrial Park	130	1000 sq. ft.	447	7.0	0%	12.4%	<b>7.0</b>	<b>\$ 3,728</b> %T <sup>10</sup>
Manufacturing	140	1000 sq. ft.	325	3.8	0%	19.4%	<b>3.8</b>	<b>\$ 3,208</b> %T <sup>10</sup>
General Heavy Industrial	120	1000 sq. ft.	1544	1.5	0%	45.3%	<b>1.5</b>	<b>\$ 2,948</b> %T <sup>10</sup>
<b>Trucking and Storage Facilities</b>								
1 Warehousing (industrial)	150	1000 sq. ft.	354	4.96	0%	9.5%	<b>5.0</b>	<b>\$ 2,037</b> %T <sup>10</sup>
Mini-warehouse (self-service storage)	151	1000 sq. ft.	58	2.50	0%	10.4%	<b>2.5</b>	<b>\$ 1,127</b>
3 High-Cube Warehouse	152	1000 sq. ft.	302	1.44	0%	6.9%	<b>1.4</b>	<b>\$ 434</b> %T <sup>10</sup>
4 Truck Terminal	30	Acres	12	81.9	0%	8.0%	<b>81.9</b>	<b>\$ 28,394</b> %T <sup>10</sup>
<b>Institutions</b>								
Church, with weekday programs	560	1000 sq. ft.	17	30.0	20%	6.7%	<b>24.0</b>	<b>\$ 6,936</b>
School, high	530	1000 sq. ft.	225	12.9	10%	7.9%	<b>11.6</b>	<b>\$ 3,980</b>
School, elementary and junior-high	520	1000 sq. ft.	55	14.5	20%	1.4%	<b>11.6</b>	<b>\$ 694</b>
Church, no weekday programs	560	1000 sq. ft.	17	6.0	0%	6.7%	<b>6.0</b>	<b>\$ 1,734</b>
<b>Assisted Living Facilities</b>								
Nursing Home	620	Beds	99	2.4	10%	9.3%	<b>2.1</b>	<b>\$ 858</b>
Congregate Care Facility, Elderly Housing (Attached)	253	Living unit	164	2.0	10%	8.4%	<b>1.8</b>	<b>\$ 663</b>

**Notes:**

- (1) V.S.P. (Vehicle Servicing Position) = space provided for one vehicle to be fueled or washed; not necessarily "pumps" or "hoses"
- (2) Use total rooms for hotel/motel; 15% vacancy factor is incorporated in gross trip rate. Excludes facilities with major restaurants and meeting places.
- (3) Institution of Transportation Engineers, Trip Generation, 7th edition. Some ITE rates are smoothed and averaged to eliminate statistically insignificant differences.
- (4) Pass-by Diversion Reduction eliminates trips diverted from the stream of traffic "passing by" a retail site, which add no vehicle-miles of impact on the road system.
- (5) Net New VMT Impact Trip Rate = ITE Gross Trip Rate \* (1 - % Pass-by)
- (6) For shopping centers over 65,000 sq. ft., see ITE for logarithmic trip rate formula.
- (7) A retirement community is "self-contained" only if it provides a full range of facilities on-site for medical care, recreation, shopping, dining, etc. similar to a sm. For "assisted living" retirement facilities serving the non-driving elderly with caregivers employed on-site, use Congregate Care Centers under NON-RETAIL.
- (8) Average size of developments comprising the ITE database. May be useful to distinguish between otherwise similar-sounding classes.
- (9) Trip rate for any land use not covered by this table shall be determined by the Director of Public Works.
- (10) This land use generates heavy truck travel. Truck surcharge must be calculated.
- (11) Units expressed as 1000 sq. ft. refer to habitable gross building area, not land area. Units expressed as "acres" refer to land area.

**Appendix B. Traffic Impact Rate Table**

0.091 = Avg K-factor / Avg Daily Fee/Trip = \$ 394

This table uses ITE<sup>(3)</sup> driveway trip rates, with adjustments, to derive the net new impact per unit of development, in vehicle-miles-traveled (VMT). See ITE for details of land use categories.

ITE LAND USE NAME	ITE LAND USE CODE	ITE LAND USE UNIT <sup>(11)</sup>	ITE AVERAGE SIZE <sup>(9)</sup>	ITE GROSS TRIP RATE / UNIT <sup>(3)</sup>	DISCOUNT PASS-BY TRIPS <sup>(4)</sup>	ITE Pk/Daily K-Factor	NET NEW VMT IMPACT RATE / UNIT <sup>(5)</sup>	FEE PER LAND USE UNIT
<b>RETAIL</b>		<i>Signature elements: non-residential activity with traffic generated mainly by customers or patrons, not employees. Inbound and outbound are roughly equal most of the day. Some public facilities are thus "retail".</i>						
<b>Automobile-related Sales</b>								
Auto Parts Sales	843	1000 sq. ft.	8	61.9	50%	9.7%	<b>31.0</b>	<b>\$ 12,962</b>
Auto Care Center (multiple stores)	942	1000 sq. ft.	12	38.9	20%	8.7%	<b>31.1</b>	<b>\$ 11,722</b>
Car Sales, New and Used	841	1000 sq. ft.	30	33.3	10%	8.4%	<b>30.0</b>	<b>\$ 10,924</b>
<b>Automobile Servicing</b>								
Service Station no Mini-Mart	944	V.S.P. <sup>(1)</sup>	8	168.6	80%	8.6%	<b>33.7</b>	<b>\$ 12,624</b>
Carwash	947	V.S.P. <sup>(1)</sup>	7	75.0	50%	7.4%	<b>37.5</b>	<b>\$ 12,008</b>
Service Station with Mini-Mart	945	V.S.P. <sup>(1)</sup>	10	162.8	80%	8.2%	<b>32.6</b>	<b>\$ 11,600</b>
Quick-Lube Vehicle Servicing	941	V.S.P. <sup>(1)</sup>	2	51.9	50%	10.0%	<b>26.0</b>	<b>\$ 11,249</b>
Tire Store	848, 849	V.S.P. <sup>(1)</sup>	8	32.0	50%	10.4%	<b>16.0</b>	<b>\$ 7,196</b>
<b>Social-Recreational Activities</b>								
Drinking Place (pub, tavern, bar)	936	1000 sq. ft.	4	140.0	20%	8.1%	<b>112.0</b>	<b>\$ 39,327</b>
Restaurant, fast food	934	1000 sq. ft.	4	496.0	80%	7.0%	<b>99.2</b>	<b>\$ 30,033</b>
Library	590	1000 sq. ft.	16	54.0	10%	13.1%	<b>48.6</b>	<b>\$ 27,662</b>
Restaurant, quality	931	1000 sq. ft.	9	90.0	20%	8.3%	<b>72.0</b>	<b>\$ 25,975</b>
Restaurant, sit-down	932	1000 sq. ft.	6	127.2	50%	8.6%	<b>63.6</b>	<b>\$ 23,669</b>
Lodge, Fraternal Organization, with dining facilities	591	1000 sq. ft.	n/a	48.0	10%	12.5%	<b>43.2</b>	<b>\$ 23,409</b>
Health/Fitness Club	492	1000 sq. ft.	36	32.9	10%	12.3%	<b>29.6</b>	<b>\$ 15,801</b>
Bowling Alley	437	1000 sq. ft.	24	33.3	10%	10.6%	<b>30.0</b>	<b>\$ 13,811</b>
Recreational Community Center	495	1000 sq. ft.	65	22.9	10%	7.2%	<b>20.6</b>	<b>\$ 6,398</b>
Racquet/Tennis Club	491	1000 sq. ft.	48	14.0	10%	6.0%	<b>12.6</b>	<b>\$ 3,277</b>

**Notes:**

- (1) V.S.P. (Vehicle Servicing Position) = space provided for one vehicle to be fueled or washed; not necessarily "pumps" or "hoses"
- (2) Use total rooms for hotel/motel; 15% vacancy factor is incorporated in gross trip rate. Excludes facilities with major restaurants and meeting places.
- (3) Institution of Transportation Engineers, Trip Generation, 7th edition. Some ITE rates are smoothed and averaged to eliminate statistically insignificant differences.
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- (5) Net New VMT Impact Trip Rate = ITE Gross Trip Rate \* (1 - % Pass-by).
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<b>RETAIL</b>								
<i>Signature elements: non-residential activity with traffic generated mainly by customers or patrons, not employees. Inbound and outbound are roughly equal most of the day. Some public facilities are thus "retail".</i>								
<b>Community Retail Focus</b>								
Bank, walk-in	911	1000 sq. ft.	5	156.5	65%	21.2%	<b>54.8</b>	<b>\$ 50,297</b>
Bank, drive-in	912	1000 sq. ft.	4	246.5	75%	18.6%	<b>61.6</b>	<b>\$ 49,571</b>
Convenience Market	851 - 853	1000 sq. ft.	3	640.0	85%	7.8%	<b>96.0</b>	<b>\$ 32,513</b>
Video Rental Store	896	1000 sq. ft.	7	140.0	55%	9.7%	<b>63.0</b>	<b>\$ 26,530</b>
Pharmacy/Drug Store	880, 881	1000 sq. ft.	13	89.1	30%	9.8%	<b>62.4</b>	<b>\$ 26,436</b>
Supermarket, discount supermarket	850, 854	1000 sq. ft.	62	102.2	45%	10.2%	<b>56.2</b>	<b>\$ 24,915</b>
Hardware, paint store	816	1000 sq. ft.	21	51.3	25%	9.4%	<b>38.5</b>	<b>\$ 15,736</b>
Building Materials & Lumber Store	812	1000 sq. ft.	11	45.2	20%	9.9%	<b>36.1</b>	<b>\$ 15,571</b>
Apparel Store	870	1000 sq. ft.	5	66.4	20%	5.8%	<b>53.1</b>	<b>\$ 13,282</b>
Shopping Ctr, under 65,000 sq. ft. <sup>(6)</sup>	820	1000 sq. ft.	50	70.0	50%	6.9%	<b>35.0</b>	<b>\$ 10,404</b>
Specialty retail center (strip mall)	814	1000 sq. ft.	105	44.3	20%	6.1%	<b>35.5</b>	<b>\$ 9,398</b>
<b>Destination Retail Focus</b>								
1 Freestanding Discount Store	815	1000 sq. ft.	111	56.0	30%	9.0%	<b>39.2</b>	<b>\$ 15,355</b>
2 Toy / Children's Superstore	864	1000 sq. ft.	46	60.0	30%	8.3%	<b>42.0</b>	<b>\$ 15,142</b>
Discount Club								
3 (membership warehouse store)	861	1000 sq. ft.	112	41.8	20%	10.1%	<b>33.4</b>	<b>\$ 14,704</b>
4 Electronics Superstore	863	1000 sq. ft.	37	45.0	30%	10.0%	<b>31.5</b>	<b>\$ 13,655</b>
Free-standing Discount								
5 Superstore	813	1000 sq. ft.	154	49.2	20%	7.9%	<b>39.4</b>	<b>\$ 13,421</b>
6 Factory Outlet Center	823	1000 sq. ft.	146	26.6	10%	10.0%	<b>23.9</b>	<b>\$ 10,417</b>
7 Home improvement superstore	862	1000 sq. ft.	100	29.8	10%	8.2%	<b>26.8</b>	<b>\$ 9,559</b>
8 Furniture Store	890	1000 sq. ft.	67	5.1	10%	9.1%	<b>4.6</b>	<b>\$ 1,795</b>
# Nursery (Garden Center)	817	Acres	4	96.2	10%	7.8%	<b>86.6</b>	<b>\$ 29,339</b>
# Nursery (Wholesale)	818	Acres	24	19.5	10%	2.7%	<b>17.6</b>	<b>\$ 2,068</b>

<b>SPECIAL CASES</b>		<i>Signature Elements: Characteristics not matched with groups above</i>						
State Motor Vehicles / Licensing Agency	731	1000 sq. ft.	10	166.0	30%	10.3%	<b>116.2</b>	<b>\$ 51,860</b>
US Post Office	732	1000 sq. ft.	31	108.2	60%	10.1%	<b>43.3</b>	<b>\$ 18,883</b>
Medical/Dental Office or Clinic	630, 720	1000 sq. ft.	71	33.0	10%	11.1%	<b>29.7</b>	<b>\$ 14,279</b>
Day Care	565	1000 sq. ft.	4	79.3	80%	16.6%	<b>15.9</b>	<b>\$ 11,427</b>
Hospital	610	1000 sq. ft.	500	17.6	10%	6.7%	<b>15.8</b>	<b>\$ 4,604</b>
Hotel/Motel - no convention facilities	310-312, 320	Total Rooms <sup>(2)</sup>	200	6.5	10%	8.2%	<b>5.9</b>	<b>\$ 2,068</b>

**Notes:**

- (1) V.S.P. (Vehicle Servicing Position) = space provided for one vehicle to be fueled or washed; not necessarily "pumps" or "hoses"
- (2) Use total rooms for hotel/motel; 15% vacancy factor is incorporated in gross trip rate. Excludes facilities with major restaurants and meeting places.
- (3) Institution of Transportation Engineers, Trip Generation, 7th edition. Some ITE rates are smoothed and averaged to eliminate statistically insignificant differer
- (4) Pass-by Diversion Reduction eliminates trips diverted from the stream of traffic "passing by" a retail site, which add no vehicle-miles of impact on the road sy
- (5) Net New VMT Impact Trip Rate = ITE Gross Trip Rate \* (1 - % Pass-by) .
- (6) For shopping centers over 65,000 sq. ft., see ITE for logarithmic trip rate formula.
- (7) A retirement community is "self-contained" only if it provides a full range of facilities on-site for medical care, recreation, shopping, dining, etc. similar to a sm  
For "assisted living" retirement facilities serving the non-driving elderly with caregivers employed on-site, use Congregate Care Centers under NON-RETAIL.
- (8) Average size of developments comprising the ITE database. May be useful to distinguish between otherwise similar-sounding classes.
- (9) Trip rate for any land use not covered by this table shall be determined by the Director of Public Works.
- (10) This land use generates heavy truck travel. Truck surcharge must be calculated.
- (11) Units expressed as 1000 sq. ft. refer to habitable gross building area, not land area. Units expressed as "acres" refer to land area.

**Agenda Item 5**  
Covington City Council Meeting  
Date: November 22, 2011

**SUBJECT:** CONSIDER AN ORDINANCE TO SET THE UTILITY TAX RATE AT SIX PERCENT AND DEDICATE ONE TWELFTH OF UTILITY TAX COLLECTIONS TO COVINGTON COMMUNITY PARK

**RECOMMENDED BY:** Derek Matheson, City Manager

**ATTACHMENT(S):**

1. Draft ordinance

**PREPARED BY:** Derek Matheson, City Manager

**EXPLANATION:**

The City Council received the city manager's 2012 budget message on October 11, 2011. The city manager presented a budget that is balanced within current resources but noted the city is unable to fund Covington Community Park – both the last piece of the capital project budget and the ongoing maintenance and operations budget – unless the city raises new revenue or reduces other programs.

Following two discussions last month, Council directed staff to move forward with a public outreach campaign – including a public hearing held on November 8, 2011 – and to prepare a draft ordinance to increase the utility tax by one half of one percent (0.5%) to six percent (6%).

The attached draft ordinance will generate approximately \$135,000 in capital funds (of approximately \$200,000 needed) and approximately \$180,000 in annual maintenance and operations funds (of approximately \$185,000 needed) to move the project forward. The ordinance is estimated to cost a typical household approximately \$2 per month.

While drafting the ordinance, staff noticed that city code currently levies a utility tax on the city's surface water management utility. This was not Council's intent in 2007, and the city has never collected a tax from the SWM utility. The draft ordinance corrects this error.

Community Relations Coordinator Karla Slate will give a brief overview of the public outreach campaign.

**ALTERNATIVES:**

1. Adopt the ordinance with or without amendments.
2. Do not adopt the ordinance and provide direction to staff.

**FISCAL IMPACT:** Discussed above.

CITY COUNCIL ACTION:      X   Ordinance         Resolution         Motion         Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds to adopt an ordinance to set the utility tax rate at six percent and  
dedicate one twelfth of utility tax collections to Covington Community Park.**

REVIEWED BY: City Attorney, Finance Director, Parks & Recreation Director, Public Works  
Director; Community Relations Coordinator.

**ORDINANCE NO. \_\_\_-11**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING SECTION 3.70.040 OF THE COVINGTON MUNICIPAL CODE TO SET THE UTILITY TAX RATE AT SIX PERCENT AND DEDICATE ONE TWELFTH OF UTILITY TAX COLLECTIONS TO COVINGTON COMMUNITY PARK.**

WHEREAS, the Covington community stated its desire for additional park and recreation opportunities; including large community parks, athletic fields, trails, community events, and other amenities; during the 2009 Parks, Recreation and Open Space planning process; and

WHEREAS, in response to the community's stated desire, the City of Covington ("City") wishes to build, maintain and operate the first phase of a new community park known as Covington Community Park ("Park"), that will provide athletic fields, trails, space for community events, and other amenities; and

WHEREAS, the City has invested almost \$600,000 in City funds in the master planning and design phases of the Park; and

WHEREAS, the City has been awarded more than \$1.5 million in grants from the State of Washington and King County to build the Park; and

WHEREAS, the City needs approximately \$200,000 in additional City funds to build the Park and approximately \$185,000 per year in additional City funds to maintain and operate it; and

WHEREAS, the City will have to forego the grants if these additional City funds are not provided; and

WHEREAS, the City currently levies a tax of five and one half percent on persons engaged in or carrying on a light and power business, telephone business, solid waste collection business, gas distribution business, surface water management services or cable television services in the City; and

WHEREAS, Washington state law permits the City to levy a tax of six percent on said persons; and

WHEREAS, the City wishes to increase the levy by one half of one percent to six percent on said persons and dedicate it to build, maintain and operate the Park; and

WHEREAS, the City estimates a one-half-of-one-percent increase in said tax will generate \$135,000 in 2012 and \$180,000 per year thereafter; and

WHEREAS, Washington state law permits said persons to pass through said tax to consumers; and

WHEREAS, the City estimates a one-half-of-one-percent increase in said tax will result in a two-dollar-per-month increase in the average Covington household's expenses; and

WHEREAS, the City believes Covington households and businesses will benefit from the Park; and

WHEREAS, the City did not intend to levy a tax on persons engaged in surface water management services when the City levied the tax on other persons in 2007; and

WHEREAS, the City has not collected said tax on persons engaged in surface water management services since 2007; and

WHEREAS, the City wishes to correct said error;

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

**Section 1. Code Amendment.** Section 3.70.040 of the Covington Municipal Code is hereby amended as follows:

**3.70.040 Occupations subject to tax – Amount.**

There is levied upon and shall be collected from a person engaged in or carrying on a light and power business, telephone business, solid waste collection business, gas distribution business, ~~surface water management services~~ or cable television services in the City of Covington, a tax equal to ~~five and one-half~~ six percent of the total gross income from such business in the City during the period for which the tax is due.

**Section 2. Dedication.** The City Council hereby dedicates one twelfth of utility tax collections to the construction, maintenance and operations of Covington Community Park.

**Section 3. 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 4. Effective Date.** This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force on the 1st day of February, 2012.

Passed by the City Council on the 22<sup>nd</sup> day of November, 2011.

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Mayor Margaret Harto

PUBLISHED:  
EFFECTIVE:

ATTESTED:

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Sharon Scott  
City Clerk

APPROVED AS TO FORM:

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Sara Springer  
City Attorney

**SUBJECT:** PROPOSED ORDINANCE TO SET THE 2011 PROPERTY TAX LEVY FOR COLLECTION IN 2012.

**ATTACHMENT(S):**

1. Proposed Ordinance.
2. Property Tax Worksheet

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

**EXPLANATION:**

Property taxes for the City of Covington are currently one of three main sources of revenue for the City. Property taxes are subject to a variety of legal limitations, including limits on growth (the 101%), limits on tax rates, and limits on total rate for overlapping districts. Property taxes are the most stable form of taxation – one that is not portable.

Staff has proposed a property tax increase of one percent (1.0%) excluding new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, and annexations that have occurred, and refunds made, without voter approval.

**ALTERNATIVES:**

This is a significant revenue source for the City. Should the Council elect to make any significant changes to the levy that has been projected in the preliminary budget and the 6-Year Forecast Model, a corresponding change in the budgeted expenditures may need to be made.

**FISCAL IMPACT:**

This ordinance sets the 2011 property tax levy for taxes to be collected in 2012. Covington's estimated assessed value (AV) for 2011 is \$1,575,686,449 including (estimated) \$12,604,749 for new construction.

Based on the AV, the estimated total levy is \$2,338,184. This includes the beginning levy rate of \$2,263,583 plus one percent of \$22,636, plus an estimated amount for new construction of \$17,204, and prior year refunds of \$34,761. A final amount to be levied for new construction, the state-assessed public utility value, and prior year refunds made will be determined by the Assessor's office.

The estimated dollar increase over 2011 excluding new construction, annexations, increase in utility value, and prior year refunds is \$22,636 or 1.0%.

Because the County does not have the final numbers for items such as new construction, the state-assessed public utility value, and refunds made at this time, language is included in the ordinance that gives the County permission to make changes based on the final numbers. This would result in additional taxes for the City that are exclusive of the 1.0% increase. Therefore,

the amount that will be included in the ordinance to cover any additional revenue not included in the preliminary worksheet will be **\$2,350,000**. This is the base plus 1.0%. The remainder will be added by the assessor's office.

CITY COUNCIL ACTION:  Ordinance  Resolution  Motion  Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to pass an Ordinance setting the 2011 property tax levy for collection in 2012 at \$2,350,000 exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred, and refunds made.**

REVIEWED BY: City Manager; City Attorney.

ORDINANCE NO. 15-11

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE REGULAR PROPERTY TAX LEVY FOR 2011 FOR COLLECTION IN 2012.**

WHEREAS, the City Council of the City of Covington has met and considered its budget for the calendar year 2012; and

WHEREAS, the population of the City of Covington is more than 10,000;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Covington after hearing and duly considering all relevant evidence and testimony presented on October 25, 2011 at a public hearing to consider a possible increase in property tax revenues from January 1, 2012 to December 31, 2012, it was determined that the City of Covington requires a regular levy in the amount of \$2,350,000 which is a 1.0% increase in property tax revenue from the previous year, in addition to revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred, and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest.

ADOPTED by the City of Covington City Council at a regular meeting thereof held on the 22nd day of November 2011.

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

ATTESTED:

PUBLISHED:  
EFFECTIVE:

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

APPROVED AS TO FORM:

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

**City of Covington  
Estimated Property Tax  
2012**

	2011 Levy Amount=	\$	2,263,583
	x1%	\$	22,636
	Plus: New Construction	\$	17,204
	Relevy for prior year refunds	\$	<u>34,761</u>
	<b>2012 Property Tax Levy</b>	<b>\$</b>	<b><u>2,338,184</u></b>
	<b>Assessed Valuation</b>	<b>\$</b>	<b>1,575,686,449</b>
	2012 Estimated Levy Rate =	\$	<span style="border: 1px solid black; padding: 2px;">1.48391</span>

## Agenda Item 7

Covington City Council Meeting

Date: November 22, 2011

SUBJECT: CONSIDER PROPOSED ORDINANCE AUTHORIZING A PROPERTY TAX INCREASE IN TERMS OF BOTH DOLLARS AND PERCENTAGES AS REQUIRED BY RCW 84.55.120.

ATTACHMENT(S):

1. Proposed Ordinance.

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

To increase the regular property tax levy to be collected in the 2012 tax year, the City Council needs to adopt a separate ordinance as required by RCW 84.55.120 which states in part:

“**No increase in property tax revenue**, other than that resulting from the addition of new construction, increases in assessed value due to construction of electric generation wind turbine facilities classified as personal property, and improvements to property and any increase in the value of state-assessed property, **may be authorized by a taxing district**, other than the state, **except by adoption of a separate ordinance** or resolution, pursuant to notice, **specifically authorizing the increase in terms of both dollars and percentage**. The ordinance or resolution may cover a period of up to two years, but the ordinance shall specifically state for each year the dollar increase and percentage change in the levy from the previous year.”

The attached ordinance meets the requirements of RCW 84.55.120.

FISCAL IMPACT:

This ordinance states the property tax increase as one percent (1.0%) or \$22,636 as required by statute.

CITY COUNCIL ACTION:  Ordinance  Resolution  Motion  Other

**Councilmember \_\_\_\_\_ moves and Councilmember \_\_\_\_\_ seconds, to pass an Ordinance authorizing a property tax increase of one percent (1.0%) or \$22,636 as required by RCW 84.55.120.**

REVIEWED BY: City Manager; City Attorney.

ORDINANCE NO. 16-11

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

WHEREAS, the City Council of the City of Covington has met and considered its budget for the calendar year 2012; and

WHEREAS, the City’s actual levy amount from the previous year was \$2,263,583; and

WHEREAS, the population of the City is more than 10,000;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Covington that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2012 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$22,636, which is a percentage increase of one percent (1.0%) from the previous year. The increase is in addition to revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

ADOPTED by the City of Covington City Council at a regular meeting thereof held on the 22nd day of November, 2011.

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

ATTESTED:

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

PUBLISHED:

EFFECTIVE:

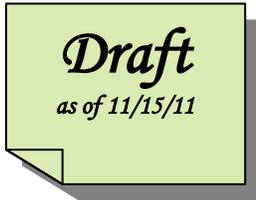
APPROVED AS TO FORM:

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

**DISCUSSION OF  
FUTURE AGENDA TOPICS:**

**December 13, 2011 – City Council Regular Meeting**

**(Draft Agenda Attached)**



## Covington: Unmatched quality of life



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

Tuesday, December 13, 2011  
7:00 pm

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

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#### CALL CITY COUNCIL MEETING TO ORDER

#### ROLL CALL/PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

#### PUBLIC COMMUNICATION - NONE

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

#### APPROVE CONSENT AGENDA

- C-1. Approval of Minutes. (Scott)
- C-2. Approval of Vouchers (Hendrickson)
- C-3. Approve a Contract for Recycling Events for 2012 (Akramoff)
- C-4. Approve a Contract Amendment for Landscaping Services (Akramoff)
- C-5. Approve Agreement with Abaco Pacific for Real Estate Services (Vondran)
- C-6. Termination of Memo of Understanding with Woodbridge Subdivision (Hart/Lyons)
- C-7. Pass Ordinance Adopting a 2011 Budget Amendment (Hendrickson)

#### NEW BUSINESS

- 1. Consider Social Media Plan (Slate)
- 2. Adopt the 2012 Development and Building Permit Fees and Administrative Fees (Hart)
- 3. Code Amendments re Electric Vehicle Charging Stations (Lyons)
- 4. Consider Awarding Contract for City Hall Phone System (Akramoff)
- 5. Adopt Fund Policy re GASB (Hendrickson)
- 6. Resolution Adopting Fixed Assist Policies and Procedures (Hendrickson)
- 7. Resolution Amending Financial Management Policies (Hendrickson)
- 8. Resolution Committing Development Services Revenues and Parks Revenues (Hendrickson)
- 9. Consider Ordinance Adopting the CY2012 Operating and Capital Budget (Hendrickson)

#### COUNCIL/STAFF COMMENTS

- Future Agenda Topics

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

**EXECUTIVE SESSION: If Needed**

**ADJOURN**

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