CALL CITY COUNCIL REGULAR MEETING TO ORDER

OATH OF OFFICE TO NEWLY ELECTED COUNCILMEMBERS
- Administered by Mayor Wagner and King County Councilmember Reagan Dunn

ROLL CALL/PLEDGE OF ALLEGIANCE

SELECTION OF MAYOR AND MAYOR PRO TEM

RECEPTION FOR NEWLY ELECTED COUNCILMEMBERS, MAYOR, AND MAYOR PRO TEM

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
- Chamber of Commerce Quarterly Update

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

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA

C-1. Minutes: November 26, 2019 Special & Regular Meetings and December 10, 2019 Regular Meeting (Scott)

C-2. Vouchers (Parker)

C-3. Ratify City Manager’s Execution of Rental Agreement of the City’s Property Located at 17071 SE Wax Road (Newton)

C-4. Authorize City Manager to Execute an Interlocal Agreement with King County to Accept Parks Levy Funds (Newton)

C-5. Authorize City Manager to Execute an Amendment to the Interlocal Agreement with King County for Open Space Acquisition Projects to Accept $360,000 from the King County Conservation Futures Levy for SoCo Park Property Acquisitions (Newton)

C-6. Authorize the City Manager to Execute a Grant Agreement with Washington State Transportation Improvement Board (TIB) for Urban Arterial Program Funds of $3,500,000 (Vondran)
PUBLIC HEARING

1. Receive Public Comment and Consider Ordinance Adopting the Puget Sound Regional Fire Authority Six-Year Capital Improvement Plan for 2020-2025, Mitigation & Level of Service Policy, and 2019 Fire Impact Fee Schedule (Estep)

NEW BUSINESS

2. Consider Ordinance, Amending CMC 18.20, Technical Terms and Land Use Definitions; CMC 18.25.030, Residential Land Uses; CMC 18.25.040, Recreational/Cultural Land Uses; and CMC 18.25.060, Government/Business Services Land Uses (Estep)

3. Appoint Members of the Council’s Audit Committee (Parker)

4. 2020 Council Appointments to Regional Forums (Council)

5. Consider Authorizing City Manager to Execute Local Agency Agreement Supplement Number 9 with Washington State Department of Transportation for SR 516: Jenkins Creek to 185th Place SE Project (CIP 1127) (Vondran)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).
CONSENT AGENDA ITEM C-1

Covington City Council Meeting
Date: January 14, 2020

SUBJECT: APPROVAL OF MINUTES: NOVEMBER 26, 2019 CITY COUNCIL SPECIAL MEETING-INTERVIEWS FOR YOUTH COUNCIL MINUTES; NOVEMBER 26, 2019 CITY COUNCIL REGULAR MEETING MINUTES; AND DECEMBER 10, 2019 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

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

Councilmember _________ moves, Councilmember _________ seconds, to approve the November 26, 2019 City Council Special Meeting-Interviews for Youth Council Minutes; November 26, 2019 City Council Regular Meeting Minutes; and December 10, 2019 City Council Regular Meeting.
City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, November 26, 2019

INTERVIEW: The Council conducted interviews for the Youth Council from 6:20 to 7:00 p.m.
Applicants interviewed: Mia Stewart and Jack Harjehausen.

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, November 26, 2019, at 7:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Margaret Harto, Fran Hollums, Marlla Mhoon, and Sean Smith.

STAFF PRESENT:
Regan Bolli, City Manager; Ethan Newton, Parks & Recreation Director; Bob Lindskov, City Engineer, Gina Estep, Community Development Director; Casey Parker, Finance Director; Kathy Hardy, City Attorney; and Sharon Scott, Executive Assistant/City Clerk.

Mayor Wagner performed the Oath of Office to newly elected Councilmember Jennifer Harjehausen for her short term until January 1, 2020.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as presented.

PUBLIC COMMUNICATION:
• King County Assessor John Wilson gave a presentation on the expanded Property Tax Reduction Program.
• Kevin Grossman gave a presentation on the Green River Small Business Administration Grant.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Nancy Behm and Beth Porter, Covington residents, and Patrick Nelson, Black Diamond resident, spoke on the fireworks advisory vote.

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

APPROVE CONSENT AGENDA:
C-1. Minutes: October 22, 2019 City Council Special Meeting – Joint Study Session with Arts Commission Minutes and October 22, 2019 City Council Regular Meeting Minutes.
C-2. Vouchers:  Vouchers #39912 - #39974, including ACH payments in the amount of $1,481,983.80, dated November 8, 2019; Paylocity Payroll Vouchers #1011245396 - #1011245411 inclusive and #1011245413, plus employee direct deposits and wire transfers, in the amount of $259,197.99, dated November 1, 2019; and Paylocity Payroll Vouchers #1011322304 - #1011322319 inclusive and #1011322324, plus employee direct deposits and wire transfers, in the amount of $228,891.09, dated November 15, 2019.

C-3. Authorize City Manager to Execute Agreement with Transpo Group, Inc for Design of SR 516 and Covington Way Intersection Improvements (CIP 1063) and Submit Local Agency Agreement Supplement to Washington State Department of Transportation for Design Funding.

C-4. Authorize City Manager to Execute a King County Puget Sound Emergency Radio Network (PSERN Radio End User Service Level Agreement.

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:
Economic Development Council – No report.
Parks & Recreation Commission – Chair Laura Morrisey gave the report.
Planning Commission – Chair David Caudle gave the report.
Youth Council – No report.
Human Services Commission – No report.
Arts Commission – Chair Marita Ledesma gave the report.

PUBLIC HEARING:

Finance Director Casey Parker gave the staff report on this item.

Mayor Wagner called for public comments for the public hearing.

Laura Morrisey, Covington resident, spoke in favor of the budget cutbacks the Council had chosen.

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

NEW BUSINESS:
1. Consider Appointments to Youth Council.

Councilmember Jennifer Harjehausen recused herself from this item as an applicant is her son and left the Council Chambers.
Council Action: Councilmember Harto moved and Councilmember Cimaomo seconded to appoint Jack Harjehausen to fill Position No. 3 on the Youth Council with a term expiring December 31, 2020. Vote: 6-0. Motion carried.

Council Action: Mayor Pro Tem Smith moved and Councilmember Mhoon seconded to appoint Mia Stewart to fill Position No. 4 on the Youth Council with a term expiring December 31, 2020. Vote: 6-0. Motion carried.

Councilmember Harjehausen returned to the Council Chambers.


Finance Director Casey Parker gave the staff report on this item.

ORDINANCE NO. 15-2019


Councilmembers asked questions, and Ms. Parker provided responses.

Council Action: Councilmember Mhoon moved and Councilmember Harto seconded to pass Ordinance No. 15-2019, in substantial form as that provided in the agenda packet, setting the 2019 property tax levy for collection in 2020 at $2,975,000. Vote: 7-0. Motion carried.

4. Consider Ordinance Authorizing a Property Tax Increase in Terms of Both Dollars and Percentages to be Collected in the 2020 Tax Year as Required by RCW 84.55.120.

Finance Director Casey Parker gave the staff report on this item.

ORDINANCE NO. 16-2019

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, TO BE COLLECTED IN THE 2020 TAX YEAR, AS PURSUANT TO RCW 84.55.120.

Council Action: Councilmember Harto moved and Councilmember Hollums seconded to pass Ordinance No. 16-2019, in substantial form as that provided in the agenda packet, authorizing the 2019 property tax levy for taxes to be collected in 2020, to increase by 0.89 percent (0.89%), or $25,045, pursuant to RCW 84.55.120. Vote: 7-0. Motion carried.
5. Discuss Outcome of November 2019 Fireworks Advisory Vote.

City Manager Regan Bolli gave the staff report on this item.

There was Council consensus to add an agenda item to the December 10 meeting to discuss an ordinance banning fireworks.

**FUTURE AGENDA ITEMS:**
Councilmembers reviewed future agenda items.

There was Council consensus to cancel the December 24 Regular Meeting.

**COUNCIL/STAFF COMMENTS:**
Councilmembers and staff made comments.

There was Council consensus for Mayor Wagner to sign a letter from the Washington Office of Refugee & Immigrant Assistance regarding Local Consent for Refugees pursuant to the President’s Executive Order 13888 that requires state and local consent.

**PUBLIC COMMENT:**
Mayor Wagner called for public comments.

**Patrick Nelson, Black Diamond resident,** recognized Councilmember Harto and spoke on local food banks.

**Rick Holland, Mary Pritchard, and George Pearson, Covington residents,** spoke on the fireworks advisory vote.

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

**ADJOURNMENT:**
There being no further business, the meeting was adjourned at 9:15 p.m.

Prepared by: 

Submitted by:

__________________________________  _______________________________________

Joan Michaud  Sharon Scott
Senior Deputy City Clerk  City Clerk
City of Covington
Regular City Council Meeting Minutes
Tuesday, December 10, 2019

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, December 10, 2019, at 7:02 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Margaret Harto, Fran Hollums, Marlla Mhoon, and Sean Smith.

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Ryan Harriman, Planning Manager; Casey Parker, Finance Director; Karla Slate, Communications & Marketing Manager; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as amended to move Consent Items C-12 and C-14 to New Business.

PUBLIC COMMUNICATION:
• Lauren Craig with King County Metro gave a briefing on changes to Covington bus routes.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Mary Pritchard, Covington resident, spoke on fireworks, art, and Covington Community Park.

The following people spoke on fireworks:
• Aaron Quinonz
• Michael Carlson
• Danny Richards
• Robin Clark
• George Pearson.

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

Council recessed from 7:50 to 8:23 p.m. for a reception to honor outgoing Councilmember Mhoon and Councilmember Harto.
APPROVE CONSENT AGENDA:

C-1. Minutes: City Council November 12, 2019 Special Meeting – Joint Study Session with Covington Economic Development Council and Covington Chamber of Commerce Board and City Council November 12, 2019 Special (Interview for Arts Commission) and Regular Meeting Minutes.

C-2. Vouchers: Vouchers #39975 - #40030, including ACH payments in the amount of $198,726.64, dated November 22, 2019; and Paylocity Payroll Vouchers #1011393320 - #1011393334 inclusive, plus employee direct deposits and wire transfers, in the amount of $234,093.23, dated November 29, 2019.

C-3. Authorize City Manager to Execute a Contract Renewal with Gordon Thomas Honeywell Governmental Affairs for Lobbying Services for 2020.

C-4. Pass Ordinance Amending CMC 2.10.010 Salaries of Mayor and Councilmembers.

ORDINANCE NO. 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING CMC 2.10.010 TO REVISE THE SALARIES OF THE MAYOR AND COUNCILMEMBERS; ESTABLISHING A COMPENSATION IMPLEMENTATION DATE; AND ESTABLISHING AN EFFECTIVE DATE.

C-5. Authorize City Manager to Execute an Annual Agreement with James G. Murphy Co. to Surplus Used Vehicles and Equipment through a Public Auction.


ORDINANCE NO. 17-2019


C-7. Pass Ordinance Amending Section 3.05.020 of the Covington Municipal Code Relating to Appropriation of Petty Cash Funds.

ORDINANCE NO. 18-2019

AN ORDINANCE OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING SECTION 3.05.020 OF THE COVINGTON MUNICIPAL CODE RELATING TO
APPROPRIATION OF PETTY CASH FUNDS (Amending Ordinance No. 20-10).

C-8. Authorize City Manager to Execute Grant Agreement with Washington State Department of Commerce for $100,000 to Develop Form-Based Zoning Code.

C-9. Authorize City Manager to Execute Amendment to Contract with BERK Consulting for On-Call Planning Support Services.

C-10. Authorize City Manager to Execute Amendment to Contract with BERK Consulting for Lakepointe Urban Village Subarea Supplemental Environmental Impact Statement.

C-11. Authorize City Manager to Execute Amendment to Contract with Parametrix for Environmental Consulting Services.

C-13. Authorize City Manager to Execute Task Order No. 11 Supplement Number 1 with Gray & Osborne and Local Agency Agreement Supplement Number 1 with Washington State Department of Transportation for 164th Avenue SE Pedestrian Improvement Project (CIP 1086).

C-15. Authorize the City Manager to Execute an Interlocal Agreement with Omnia Partners for Cooperative Purchasing.

The consent agenda was approved as amended to remove C-12 and C-14.

NEW BUSINESS:
1. Consider Resolution Updating the City of Covington Fee Schedule for 2020.

Permit Center Manager Kelly Thompson gave the staff report on this item.

RESOLUTION NO. 2019-18


Council Action: Councilmember Harto moved and Mayor Pro Tem Smith seconded to adopt Resolution No. 2019-18, in substantial form as that provided in the Agenda Packet, amending Resolution No. 2018-15 to update the City’s Fee Schedule for 2020. Vote: 7-0. Motion carried.

2. Discuss and Consider Ordinance Prohibiting the Sale, Possession, and Discharge of Consumer Fireworks in the City of Covington.

City Manager Regan Bolli gave the staff report on this item.
Councilmembers provided comments and asked questions, and Mr. Bolli provided responses.

ORDINANCE NO. 21-2019

AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, REPEALING AND REENACTING CHAPTER 15.15 OF THE COVINGTON MUNICIPAL CODE ENTITLED “FIREWORKS”; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Mhoon moved and Mayor Pro Tem Smith seconded to pass Ordinance No. 21-2019, in substantial form as that provided at the December 10, 2019 City Council meeting, prohibiting the sale, possession, and discharge of consumer fireworks in the City of Covington. Vote: 5-2 (voting yes: Harjehausen, Harto, Mhoon, Smith, and Wagner; voting no: Cimaomo and Hollums). Motion carried.

3. Consider Ordinance Adopting Fiscal Year 2020 Operating & Capital Budget and Implementing Fiscal Year 2020 Cost of Living Adjustment for City Employees.

Finance Director Casey Parker gave the staff report on this item.

ORDINANCE NO. 20-2019


Council Action: Councilmember Harto moved and Councilmember Mhoon seconded to pass Ordinance No. 20-2019, in substantial form as that provided in Agenda Packet, adopting the CY2020 Operating and Capital Budget. Vote: 7-0. Motion carried.

4. (former C-12). Authorize City Manager to Execute Supplement Number 3 with DCI Engineers for Additional Real Estate Services and Local Agency Agreement Supplement Number 8 with Washington State Department of Transportation for SR 516: Jenkins Creek to 185th Place SE Project (CIP 1127).

Public Works Director Don Vondran gave the staff report on this item.

Council Action: Councilmember Harto moved and Councilmember Hollums seconded to authorize the city manager to execute Supplement Number 3 with DCI Engineers in the amount of $75,000 for real estate services and Local Agency Agreement Supplement Number 8 with Washington State Department of Transportation for the SR 516: Jenkins Creek to 185th Place SE Project (CIP 1127). Vote: 7-0. Motion carried.
5. (former C-14). Authorize City Manager to Execute Local Agency Agreement Supplement Number 2 with Washington State Department of Transportation for Covington Connector Project (CIP 1201).

Public Works Director Don Vondran gave the staff report on this item.

**Council Action:** Councilmember Hollums moved and Mayor Pro Tem Smith seconded to authorize the city manager to execute Local Agency Agreement Supplement Number 2 with Washington State Department of Transportation, and allow the city manager to continue to acquire, dispose, or lease certain real property interests for the purpose of installing and maintaining certain intersection and road improvements on the Covington Connector Project. Vote: 7-0. Motion carried.

**FUTURE AGENDA ITEMS:**
Councilmembers reviewed future meeting agendas.

**COUNCIL/STAFF COMMENTS:**
Councilmembers and staff made comments.

**PUBLIC COMMENT:**
Mayor Wagner called for public comments.

Mary Pritchard, Covington resident, praised Councilmember Harto for her service.

Aaron Quinonz, not a Covington resident, spoke on fireworks.

George Pearson, Covington resident, thanked Councilmember Mhoon for her service.

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

**EXECUTIVE SESSION:**
- To Review the Performance of a Public Employee Pursuant to RCW 42.30.110(1) (g) from 9:44 to 10:44 p.m.

**ADJOURNMENT:**
There being no further business, the meeting was adjourned at 10:44 p.m.

Prepared by: Joan Michaud
Senior Deputy City Clerk

Submitted by: Sharon Scott
City Clerk
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers: Vouchers #40031 - #40087, including ACH payments in the amount of $993,991.17, dated December 6, 2019; Vouchers #40088 - #40147, including ACH payments in the amount of $1,547,200.55, dated December 20, 2019; Paylocity Payroll Vouchers #1011485788 - #1011485803 inclusive, plus employee direct deposits and wire transfers, in the amount of $242,804.38, dated December 13, 2019; and Paylocity Payroll Vouchers #1011582419 - #1011582435 inclusive, plus employee direct deposits and wire transfers, in the amount of $235,468.27, dated December 27, 2019.

PREPARED BY: Casey Parker, Finance Director

CITY COUNCIL ACTION: _______Ordinance _______ Resolution ___X___ Motion _______Other

Councilmember __________ moves, Councilmember ____________ seconds, to approve for payment Vouchers: Vouchers #40031 - #40087, including ACH payments in the amount of $993,991.17, dated December 6, 2019; Vouchers #40088 - #40147, including ACH payments in the amount of $1,547,200.55, dated December 20, 2019; Paylocity Payroll Vouchers #1011485788 - #1011485803 inclusive, plus employee direct deposits and wire transfers, in the amount of $242,804.38, dated December 13, 2019; and Paylocity Payroll Vouchers #1011582419 - #1011582435 inclusive, plus employee direct deposits and wire transfers, in the amount of $235,468.27, dated December 27, 2019.
SUBJECT: RATIFY THE CITY MANAGER’S EXECUTION OF THE RENTAL AGREEMENT OF THE CITY’S PROPERTY LOCATED AT 17071 SE WAX ROAD

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. Rental Agreement

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:
To allow the City to move forward with the purchase of parcel 362205-9098 (17071 SE Wax Road) for SoCo Park, the City executed a short-term lease of the property back to the Seller, Virginia Smith, to allow time for her to relocate her business after the City takes possession of the property. The lease is structured as a month to month lease with an end date of 05/31/2020.

Following this short-term lease, the City will proceed as planned with completing a demolition of the structures on the property and perform limited site improvements.

ALTERNATIVES: None

FISCAL IMPACT: The City shall receive $2,000 per month in rental fee revenue during the rental period.

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

Council member _____________ moves, Council member _____________ seconds, to ratify the City Manager’s execution of the rental agreement of the City’s property located at 17071 SE Wax Road in substantial form as presented.

REVIEWED BY: Finance Director, City Attorney, City Manager
RENTAL AGREEMENT
Seller Occupancy After Closing

Date: December 11, 2019

Tenant(s) Virginia Smith
Seller/Tenant

agree(s) to rent from Landlord City of Covington
Buyer/Landlord

the property commonly known as 17071 SE Wax Rd Covington
Address City
WA 98042 King County
State Zip County (the “Property”) on the following terms and conditions:

1. RENT. The rent shall be $2,000.00 per month. Landlord acknowledges receipt of rent in the amount of $__________ for the period of __ month to month __________. Future rent shall be payable as follows: __________________________. Rent shall be payable to ____________________ City of Covington at Covington City Hall / 16720 SE 271st Street, Suite 100 / Covington, WA 98042.

2. POSSESSION. Tenant is entitled to possession on the closing of the sale. If the sale does not close, then this Agreement is void.

3. TERM. This Agreement shall terminate on 05/31/20. Upon termination, any advance rent shall be pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other damages sustained by Landlord because of such holdover.

4. INSURANCE. Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property.

5. UTILITIES. Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the Agreement.

6. IMPROVEMENTS. Tenant shall not be entitled to make any improvements or alterations to the Property, including painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted.

7. SUBLETTING OR ASSIGNMENT. Tenant may not sublet the Property and may not assign Tenant's rights under this Agreement.

8. CITY OF SEATTLE RENTAL REGULATION ORDINANCE. If the Property is located within the City of Seattle, then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt of a copy of the summary.

9. RELEASE OF REAL ESTATE FIRMS. Landlord and Tenant release all real estate firms and brokers involved with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement.

10. ATTORNEYS’ FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys’ fees. In the event of a trial, the amount of fees shall be as fixed by the Court.
11. SMOKE DETECTOR. Tenant acknowledges and Landlord certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes the following disclosures:

(a) The smoke detection device is ☐ hard-wired ☑ battery operated.
(b) The Building ☐ does ☑ does not have a fire sprinkler system.
(c) The Building ☐ does ☑ does not have a fire alarm system.
(d) ☐ The building has a smoking policy, as follows:

☐ The building does not have a smoking policy.

(e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.
☐ The building does not have an emergency notification plan for occupants.

(f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.
☐ The building does not have an emergency relocation plan for occupants.

(g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.
☐ The building does not have an emergency evacuation plan for occupants.

Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.

12. CARBON MONOXIDE ALARMS. Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530.

13. LEAD-BASED PAINT. If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.

14. MOLD DISCLOSURE. Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."

15. OTHER.
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH KING COUNTY TO ACCEPT PARKS LEVY FUNDS.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENTS:
1. Parks Property Tax Levy Agreement

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:
On August 6, 2019, King County voters approved King County Proposition 1, the Parks, Recreation, Trails and Open Space Levy. This levy is a six-year, property tax levy lid lift of 18.32 cents per $1,000 of assessed value for 2020 through 2025. It includes an expansion of the funding disbursed to towns and cities in King County beyond what is included in the current levy.

The enacting legislation, King County Ordinance 18890, establishes a new formula for distributing each city’s levy allocation:
- “twenty-five thousand dollars shall be distributed annually to each town and city;
- an additional seventy-five thousand dollars shall be distributed annually to cities with a population greater than four thousand;
- of the remainder, fifty percent shall be distributed in proportion to each town or city’s population and fifty percent shall be distributed in proportion to the assessed value of parcels within each town or city;”

For Covington to continue to receive county parks levy funds, a new agreement with the county is required for disbursement and reporting of funds for fiscal years 2020-2025. The agreement includes terms and conditions for managing and expending levy revenues, and annual reporting requirements.

ALTERNATIVES:
None.

FISCAL IMPACT:
The King County Council has adopted the 2020 Parks Levy budget, and the cities’ total share in 2020 is approximately $8.4 million to support local parks projects. Of this amount, $139,000 is allocated to the City of Covington and is anticipated to be approximately this amount per year through the end of the levy. This is an increased allocation from the previous county parks levy that had been allocating about $40,000 a year to Covington.
CITY COUNCIL ACTION: _____ Ordinance  _____ Resolution  X Motion  _____ Other

Council member ___________ moves, Council member ____________ seconds, to authorize the City Manager to enter into an interlocal agreement with King County to accept special property tax levy funds and to abide by the requirements therein.

REVIEWED BY: Finance Director, City Attorney, City Manager
PARKS PROPERTY TAX LEVY AGREEMENT
between
KING COUNTY & (CITY) ___________________________

This Parks Property Tax Levy Agreement (the “Agreement”) is made and entered into as of this _____ day of ____________, 2020, by and between KING COUNTY, a political subdivision of the state of Washington (the “County”) and the City of ______________________, a State of Washington municipal corporation ("CITY").

RECITALS

A. The County owns and operates a park system with over twenty-eight thousand (28,000) acres of regional parks and open spaces, over one-hundred-seventy-five (175) miles of regional trails, and two-hundred-fifteen (215) miles of backcountry trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas.

B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities.

C. On April 17, 2019, the King County Council adopted Ordinance 18890 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.

D. On August 6, 2019, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of $0.1832 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County’s open space system; improving parks, recreation, access, and mobility in the King County open space system by acquiring lands and continuing to develop regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns, and cities in King County; funding environmental education, maintenance, and conservation programs at the Woodland Park Zoo; finding capital construction at the Seattle Aquarium; and funding for capital improvements at publicly owned pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:
AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. “Annual Report” shall mean the annual report prepared by the CITY and provided to the County annually by May 31st beginning in 2021 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY’S Share, and a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2020 annual report the CITY shall identify the dollar amount of the CITY’s Existing Funds.

B. “CITY” shall mean the City of ___________________________, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

C. “CITY Parks System” shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.

D. "City Proceeds” shall mean eight percent (8%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 18890 Sections 4A-D, and any interest earnings on these funds.

E. "CITY Projects” shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 18890.

F. “CITY’S Share” shall mean the CITY’s proportionate share of the City Proceeds as authorized by Ordinance 18890, subject to County Council appropriation.

G. “County” shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

H. “County Council” shall mean the County Council of King County, State of Washington.

I. “County Levy” means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 6, 2019 and replaced a levy expiring at the end of 2019.

J. “County Levy Proceeds” shall mean the principal amount of the County Levy collected by the County.

K. “Executive” shall mean the King County Executive or his or her functional successor.

L. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.
2. **Term of Agreement.** The term of this Agreement (the “Term”) shall be for a period commencing upon signature by both parties (the “Commencement Date”), and expiring on December 31, 2025 (the “Termination Date”).

3. **Receipt of County Levy Proceeds.**

   A. **General Distribution.** Each year the County shall distribute the CITY’s Share to the CITY as authorized by Ordinance 18890, subject to County Council appropriation.

   B. **Receipt and Distribution of Levy Proceeds.**

      1. **Payment Schedule.** Beginning in 2020 and through 2025, the County shall transfer the CITY’s Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY’s proportionate share of the CITY Proceeds actually collected and appropriated by King County.

      2. **Administrative Fee.** The Parties agree that the County has authority to deduct a portion from City Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 18890.

4. **Use of County Levy Proceeds.** The CITY shall only use the transferred CITY’S Share for its CITY Projects. On or before May 31st of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY’S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY’S Share.

5. **Representations and Warranties.** The CITY represents and warrants that all of the CITY’S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funds. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 18890. The CITY represents and warrants that in addition to the CITY’S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.

6. **Title to Improvements.** All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. **Notices.** All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.
If to the CITY:

CITY’s Contact and Title: ____________________________________________
City Name: _________________________________________________________
Mailing Address1: __________________________________________________
Mailing Address2: __________________________________________________
City, State, Zip Code: _______________________________________________

If to King County:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-0700
Seattle, WA 98104

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.

9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor’s audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.

10. Miscellaneous.

A. Liability of the County. The County’s obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective
designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution (“ADR”) procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.

C. **No Implied Waiver.** No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party’s right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.

D. **Headings and Subheadings.** The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.

E. **Successors and Assigns.** The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

F. **Agreement made in Washington.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
G. **Integrated Agreement; Modification.** This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.

H. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

I. **Time of Essence.** Time is of the essence of each provision of this Agreement.

J. **Signage.** For each capital project funded with County Levy Proceeds, the CITY shall provide a sign including the following language: *This project was funded (or as applicable, funded in part) with proceeds from the Proposition No. 1 Parks Levy approved by King County voters in August 2019 under an Agreement with King County Parks and Recreation Division.*

K. **Reporting.** As set forth in King County Council Motion 15378, section C, for each capital project funded with County Levy Proceeds, the CITY shall report to King County Parks and the King County Council major milestones, such as groundbreakings and opening dates, thirty (30) days prior to such milestone. The CITY shall mail or deliver reports to both King County Parks and the current King County Council councilmembers at:

> Warren Jimenez, Division Director  
> King County Parks and Recreation Division  
> Department of Natural Resources and Parks  
> 201 South Jackson Street  
> Mailstop: KSC-NR-0700  
> Seattle, WA 98104

Councilmembers: __________________________ (please list all 9 councilmembers)  
In care of King County Council Clerk  
516 3rd Avenue  
Seattle, WA 98104

[ SIGNATURE PAGE FollowS ]
DATED this ____ day of ____________, 2020.

KING COUNTY, a Washington municipal corporation

By _________________________________
Its _________________________________

By authority of Ordinance No. 18890

CITY OF __________________, a Washington municipal corporation

By _________________________________
Its _________________________________
SUBJECT: AUTHORIZE CITY MANAGER TO SIGN AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH KING COUNTY FOR OPEN SPACE ACQUISITION PROJECTS TO ACCEPT $360,000 FROM THE KING COUNTY CONSERVATION FUTURES LEVY FOR SOCO PARK PROPERTY ACQUISITIONS.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. Amendment F to the Conservation Futures Interlocal Cooperation Agreement between King County and the City of Covington for Open Space Acquisition Projects.
2. Existing Interlocal Cooperation Agreement with King County entered into on January 28, 2003 and Amendments A through E.

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:
This amendment allows the City to accept $360,000 from King County through the Conservation Futures Levy program.

These funds have been previously appropriated by King County Council as follows:
- On November 14, 2016, the King County Council passed Ordinance 18409, which appropriated a total of one hundred thousand dollars ($100,000) in 2017 Conservation Futures Levy proceeds to the City of Covington for the South Covington Park project.
- On November 6, 2017, the King County Council passed Ordinance 18602, which appropriated a total of two hundred and sixty thousand dollars ($260,000) in reallocated 2017 Conservation Futures Levy proceeds to the City of Covington for the South Covington Park project.

These funds are allocated per the approved City of Covington budget for the acquisition of parcels #2 and #3 for SoCo Park.

ALTERNATIVES:
None.

FISCAL IMPACT:
See Explanation.
Council member ____________ moves, Council member _________________ seconds, to authorize the City Manager to execute Amendment F, in substantial form as attached hereto, to the Interlocal Cooperation Agreement Between King County and the City of Covington For Open Space Acquisition Projects to accept $360,000 for SoCo Park property acquisitions.

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

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF COVINGTON and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 28th day of January, 2003, as previously amended.

The parties agree to the following amendments:

Amendment 1: Article 1. Recitals

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy proceeds allocation for the South Covington Park project, and hereafter reads:

- On November 14, 2016, the King County Council passed Ordinance 18409, which appropriated a total of one hundred thousand dollars ($100,000) in 2017 Conservation Futures Levy proceeds to the City of Covington for the South Covington Park project. In accordance with Section 8.2, the executive or designee is authorized to execute this Amendment.

- On November 6, 2017, the King County Council passed Ordinance 18602, which appropriated a total of two hundred and sixty thousand dollars ($260,000) in reallocated 2017 Conservation Futures Levy proceeds to the City of Covington for the South Covington Park project. In accordance with Section 8.2, the executive or designee is authorized to execute this Amendment.

Amendment 2: Article V. Conditions of Agreement

Section 5.1 is amended to include the Exhibit 1 attached to this Amendment, which lists a 2017 and 2017 reallocation Conservation Futures Levy proceeds allocation for the South Covington Park project.
**Amendment 3: Exhibit 1**

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment F.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

**KING COUNTY**

Dow Constantine  
King County Executive  
Date: _________________

Approved as to form:  
____________________________

Dan Satterberg  
King County Prosecuting Attorney  
____________________________

**CITY OF COVINGTON**

Regan Bolli  
City Manager  
Date: _________________

Approved as to form:  
____________________________

Kathy Hardy  
City Attorney  
____________________________
EXHIBIT 1

FY 2017 AND 2017 REALLOCATION
CONSERVATION FUTURES LEVY PROCEEDS
CITY OF COVINGTON ALLOCATION

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Project Name (Project Number)</th>
<th>Allocation</th>
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<tbody>
<tr>
<td>Covington</td>
<td>South Covington Park – FY 2017 Award</td>
<td>$100,000</td>
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<tr>
<td>Covington</td>
<td>South Covington Park – 2017 Reallocation</td>
<td>$260,000</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$360,000</td>
</tr>
</tbody>
</table>

Project Description:

**1122034 Covington – South Covington Park/Jenkins Creek Trail**
This project consists of three parcels totaling 5.65 acres on SE Wax Road, in the Jenkins Creek corridor. There is a dual goal for the project: the first is to create a trail connection between the planned Covington Town Center, which is located nearby to the northeast, and a city-wide trail system that connects with other Covington parks and open spaces. The second goal is habitat protection along Jenkins Creek, which runs parallel to the future trail. The project site is critically located at a planned trail crossing on SE Wax Road.

FY 2017 award: $100,000 is allocated to this previously partially-funded project. The funding will help acquire the remaining two parcels totaling 2.25 acres on the Jenkins Creek corridor in Covington. The site will serve as a trail crossing on SE Wax Road, south of SE 275th Street, linking the planned Covington Town Center with a city-wide off-road trail system that connects to other public parks and open spaces. Jenkins Creek flows through the southern portions of the two properties, and a project goal is to protect riparian habitat along the creek.

2017 reallocation award: $260,000 is added to this project toward the existing scope.
ATTACHMENT 2

INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF COVINGTON FOR OPEN SPACE ACQUISITION PROJECTS

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between the CITY OF COVINGTON ("City") and KING COUNTY ("County").

Article I. Recitals

On February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund, including matching contribution requirements for jurisdictions receiving funds.

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of conservation future levy proceeds and established conditions for use of the Fund, including conditions covering allowable cost and expenses.


The Conservation Futures Citizens Committee has recommended an allocation of Conservation Futures funds to specific projects from the Conservation Futures Levy fund following notification to the suburban cities that funds were available, provision of an
opportunity for the suburban cities to respond and receipt by the committee of requests for funding, all pursuant to Ordinance 8867, as amended by Ordinance 13717.

The King County Council, by ordinance 14485, has approved the recommendation for the allocation of Conservation Futures Levy funds to specific suburban city projects, and by Ordinance 14486 authorized the King County Executive to enter into interlocal cooperation agreements with the suburban cities in order to initiate the approved projects.

Pursuant to King County Ordinances 8867, 9128, 13717, Washington Statute Chapter 84.34 RCW and Washington Statute Chapter 39.34, the parties agree to follows:

**Article II. Definitions**

1. Open Space

   The term “open space” or “open space land” means: (a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply; or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi) preserve historic sites, or (vii) preserve visual quality along highway, road, and street corridors or scenic vistas, or (viii) retain in its natural state tracts of land of not less than one acre situated in an urban area and open to public use on such conditions as may be
reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84.34.020. As a condition of granting open space classification, the legislative body may not require public access on land classified under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2. Project

The term “Project” means specific projects which meet open space criteria as described in King County Ordinance 8867, as amended by Ordinance 13717, and RCW 84.34.020 and which are attached to and incorporated by reference in King County Ordinance 14485 or added to the list of approved projects by the County.

3. Conservation Futures

The term “Conservation Futures” means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve restore, limit future use of, or otherwise converse open space land, all in accordance with the provisions of Washington Statute Chapter 84.34 RCW and King County Ordinance 8867.
Article III. Purpose of the Agreement

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Projects and to define the terms and conditions governing both parties’ obligations created by this agreement.

Article IV. Term of Agreement

This agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The term of the agreement shall be indefinite. The agreement will be terminated if the City is unable or unwilling: 1) to expend the funds provided through this agreement; 2) to satisfy the matching requirements contained in this agreement; and 3) to reimbursement the County of all unexpended funds provided by the County pursuant to this agreement in the manner and amounts described below.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Funds available pursuant to this agreement may be used only for Projects listed in Attachment A, which is incorporated herein by reference, or such substituted Projects as may be approved by the County as set forth below. All County funded Projects must meet open space criteria as described in King County Ordinance 8867, as amended by Ordinance 13717, and Washington Statute Chapter 84.34.020 RCW.
Section 5.2 -- Use of Funds. Funds provided to the City pursuant to this agreement as well as funds provided by the City as match pursuant to this agreement may be used only for expenses related to property acquisition. Those expenses include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, all in accordance with the provisions of Section 3 of Ordinance 9128. Funds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Substitution/Deletion of Projects. If the City does not proceed with the Projects described in Section 5.1 of this agreement, the City may reimburse the County all funds provided in good faith to acquire the property for open space, plus accrued interest earnings on the unexpended balance. Alternatively, the City may submit specific requests for project reprogramming to the County for its approval. All projects proposed for reprogramming must meet open space criteria as described in King County Ordinance 8867, Section 1, as amended by Ordinance 13717, and Washington Statute Chapter 84.34.020 RCW, be submitted for recommendation by the County’s Citizens Oversight Committee or its successor and be approved by action of the King County Council. All reprogramming requests shall be submitted to the County’s Department of Natural Resources Capital Projects and Open Space Acquisition Section or its successor.

Section 5.4 -- Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property all funds provided pursuant to this agreement plus accrued
interest on such funds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Any Project funded by Conservation Futures Levy proceeds shall be supported by the City that is sponsoring the Project with a matching contribution which is no less than the amount of Conservation Futures Levy funds allocated to the Project. This contribution may be in the form of cash, land trades with a valuation verified by an appraisal conducted by a MIA certified appraiser, or credits for other qualifying open space acquired on or after January 1, 1989. Any City match, other than cash, shall require County approval. County approval and County acceptance of the City’s match will be transmitted in writing to the City by the County’s Manager of Open Space & Resource Lands or their successor in functions.

If the Project involves two or more suburban cities, those cities shall determine the allocation of the contributions to the matching requirements of this agreement, so long as the total match is no less than the amount of Conservation Futures Levy funds provided by the County.

Such matching contribution must be available within two years of the City's application for County funds to support Projects identified herein or approved substitute Projects.
If such commitment is not timely made, the County shall be released from any obligation to fund the Project in question, and the City shall reimburse the County all funds provided to the City pursuant to this agreement plus accrued interest on such funds. All such moneys will be available to the County to reallocate to other approved Projects. By appropriate legislature action taken not more than 60 days following the effective date of this agreement, the City shall commit to contribute its required match.

Section 6.2 -- Project Description. As part of the application to receive Conservation Futures Levy funds from the County, the City shall submit the following information concerning each project: 1) a narrative description of the project; 2) a description of the specific uses for Conservation Futures Levy funds in the Project; and 3) a description of the means by which the City will satisfy the matching requirements contained in this agreement.

Section 6.3 -- Reporting. All funds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City funds, accounts and moneys. Until the property described in the Project is acquired and all funds provided pursuant to this agreement expended, the City shall provide semi-annual written reports to the County within 30 days of the end of each relevant time period. The semi-annual report shall contain the following information: a) an accounting of all cash expenditures and encumbrances for support of the Project; b) the status of each Project and any changes to the approved time line; and c) other relevant information requested by the County for the purpose of determining compliance with this agreement.
Following acquisition of the property and expenditure of all funds provided pursuant to this agreement, the City shall provide the County with a final report, within 90 days of the end of the calendar year in which all funds were expended. Said report shall contain a summary of all project expenditures, a description of the project status and accomplishments and other relevant information requested by the County for the purpose of verifying compliance with this agreement.

The City shall also provide the County, within 90 days of the end of each calendar, annual reports which specify any change in the status of the Project during the prior year and any change in the status of the Project which the City Reasonably anticipates during the ensuing year. Such reports shall be required only if a change has taken place or is anticipated, except as provided above for ongoing and final project reports. All such reports shall be submitted to the County's Department of Natural Resources, Open Space & Resource Lands, or its successor.

Section 6.4 -- Disposition of Remaining Funds.

If the City does not expend all funds provided through this agreement and no substitute project is requested or approved as to the excess funds, such funds shall be refunded to the County. For purposes of this section, "funds" shall include all moneys provided by the county plus interest accrued by the City on such moneys.

Section 6.5 – Maintenance in Perpetuity. The City, and any successor in interest, agree to maintain properties acquired with funds provided pursuant to this agreement as open space in perpetuity. If the City changes the status or use of properties acquired with
funds provided pursuant to this agreement to any purpose, the City shall pay the County an amount in cash to be mutually determined or substitute other property acceptable to the County. In either case, the value of the property shall be established at the time of the change in status or use, based upon the changed status or use and not based on its value as open space.

Upon changes in status and/or use of the property acquired herein, at its own cost, the City will provide the County an independent MIA appraisal in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice prior to the change of use and shall reimburse the County within 90 days of such notification. Reimbursement not received within 90 days will accrue interest at the then legal rate.

**Article VII. Responsibilities of the County**

Subject to the terms of this agreement, the County will provide Conservation Futures Levy funds in the amount shown in Attachment A. The City may request additional funds; however, the County has no obligation to provide funds to the City in excess of the amount shown in Attachment A. The County assumes no obligation for future support of the Projects described herein except as expressly set forth in this agreement.

**Article VIII. Other Provisions**

Section 8.1 -- Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others.
by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, cost and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, fees, wages, benefits or taxes; and 2) the supplying to the City of works services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of this agreement by the City, its officer, employees, agent or representatives.

C. The City shall protect, indemnify and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents. For purpose of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Washington Statute Chapter 51 to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.

Section 8.2 -- Amendment. The parties reserve the right to amend or modify this agreement. Such amendments or modifications must be by written instrument signed by the parties and approved by the respective City and County Councils.
Section 8.3 -- Contract Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 8.4 -- Entirety. This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.
IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces put forth below:

KING COUNTY

Ron Sims
King County Executive

Date: 1/28/03
Acting under the authority of Ordinance 14486

Approved as to form:

Norm Maleng
King County Prosecuting Attorney

CITY OF COVINGTON

Andrew Dempsey
City Manager

Date: __________

Approved as to form:

Covington City Attorney
ATTACHMENT A

2002 CONSERVATION FUTURES LEVY
CITY OF COVINGTON
ALLOCATION

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Project</th>
<th>Allocation</th>
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<tbody>
<tr>
<td>COVINGTON</td>
<td>Cedar Creek Park / Jenkins Creek</td>
<td>$350,000</td>
</tr>
</tbody>
</table>

**TOTAL**  
$350,000

**PROJECT DESCRIPTION:**

Cedar Creek Park/Jenkins Creek: This project consists of the wooded 30-acre Gardener parcel and the five-acre Munch parcel contain high quality habitat for an urban park. The Gardener parcel is located adjacent to Cedar Creek Park to the north and the Munch parcel is immediately to the east of the Gardener parcel. The value of the house or structures on the property are not included in the project and CFT funds will only be used to acquire the land portion of the property.

**City of Covington – Cedar Creek Park / Jenkins Creek**  
$350,000
Amendment to Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Covington for Open Space Acquisition Projects

September 18, 2014

Department: DNRP/WLRD Open Space Acquisitions Unit

Parties: City of Covington and King County

Project: Conservation Futures Amendment B

Reference No. of Related Document: 20030214002651
AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF COVINGTON
FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County, the City of Seattle and certain suburban cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF COVINGTON and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 28th day of January, 2003.

The parties agree to the following amendments:

**Amendment 1: Article I. Recitals**

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy Fund allocation for the South Covington Park/Jenkins Creek acquisition Project, and hereafter reads:

- On December 9, 2013 the King County Council passed Ordinance 17707, which appropriated a total of Two Hundred Thousand dollars ($200,000) in Conservation Futures Levy proceeds to the City of Covington for the South Covington Park/Jenkins Creek acquisition Project. On April 28, 2014 The King County Council passed Ordinance 17795, authorizing the King County Executive to enter into an interlocal agreement with the City of Seattle and the suburban cities for the disbursement of Conservation Futures Funds appropriated in Ordinance 17707.

**Amendment 2: Article V. Conditions of Agreement**

Section 5.1 is amended to include reference to Attachment B, which lists a 2014 Conservation Futures Levy Allocation for the South Covington Park/Jenkins Creek acquisition Project.

**Amendment 3: Article VII. Responsibilities of County**

The first two sentences of this article are amended to include references to Attachment B, which lists a 2014 Conservation Futures Levy Allocation and for the South Covington Park/Jenkins Creek acquisition project as follows:
Subject to the terms of this agreement, the County will provide Conservation Futures Levy Funds in the amounts shown in Attachments A through B to be used for the Projects listed in Attachments A through B. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachments A through B. The County assumes no obligation for the future support of the Projects described herein except as expressly set forth in this agreement.

Amendment 4: Attachment B

The attachments to the interlocal agreement are hereby amended by adding Attachment B, which is hereby attached to the interlocal agreement, incorporated therein and made a part thereof.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

[Signature]
Dow Constantine
King County Executive
Date: 9/5/14
Acting under the authority of
Ordinance 17795

CITY OF COVINGTON

[Signature]
Robert Hendrickson
City Manager
Date: August 28, 2014
Acting under the authority of
Ordinance:

Approved as to form:

[Signature]
Dan Satterberg
King County Prosecuting Attorney

Approved as to form:

[Signature]
City Attorney
ATTACHMENT B

2014 CONSERVATION FUTURES LEVY
CITY OF COVINGTON ALLOCATION

<table>
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<th>Jurisdiction</th>
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<td>Covington</td>
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Project Description:

(Ordinance 17795):

1122034 Covington - WLCF South Covington Park
This new project consists of three parcels totaling 5.65 acres on SE Wax Road, in the Jenkins Creek corridor. There is a dual goal for the project. The first is to create a trail connection between the planned Covington Town Center, which is located nearby to the northeast, and a city-wide trail system that connects with other Covington parks and open spaces. The second goal is habitat protection along Jenkins Creek, which runs parallel to the future trail. The project site is critically located at a planned trail crossing on SE Wax Road.

City of Covington - South Covington Park/Jenkins Creek $ 200,000
Amendment to Conservation Futures
Interlocal Cooperation Agreement
Between King County and the City of Covington for
Open Space Acquisition Projects

June 22, 2016

Department: DNRP/WLRD Open Space Acquisitions Unit

Parties: City of Covington and King County

Project: Conservation Futures

Amendment C

Reference No. of Related Document: 20140918000789
AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF COVINGTON
FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures
Levy Fund and appropriated proceeds to King County, the City of Seattle and certain suburban
cities. This amendment is entered into to provide for the allocation of additional funds made
available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF COVINGTON and KING
COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation
Agreement entered into between the parties on the 28th day of January, 2003.

The parties agree to the following amendments:

Amendment 1: Article I. Recitals

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy
Fund allocation for the South Covington Park/Jenkins Creek acquisition Project, and hereafter
reads:

- On November 17, 2014 the King County Council passed Ordinance 17941, which
  appropriated a total of Four Hundred and Fifty Thousand dollars ($450,000) in
  Conservation Futures Levy proceeds to the City of Covington for the South Covington
  Park/Jenkins Creek acquisition Project. On April 20, 2015 The King County Council
  passed Ordinance 18023, authorizing the King County Executive to enter into an interlocal
  agreement with the City of Seattle and the suburban cities for the disbursement of
  Conservation Futures Funds appropriated in Ordinance 17941.

Amendment 2: Article V. Conditions of Agreement

Section 5.1 is amended to include reference to Attachment C, which lists a 2015
Conservation Futures Levy Allocation for the South Covington Park/Jenkins Creek
acquisition Project.

Amendment 3: Article VII. Responsibilities of County

The first two sentences of this article are amended to include references to Attachment C, which
lists a 2015 Conservation Futures Levy Allocation and for the South Covington Park/Jenkins
Creek acquisition project as follows:

Amendment C
Annual CFT Interlocal Covington-King County: 2015 CFT proceeds
Subject to the terms of this agreement, the County will provide Conservation Futures Levy Funds in the amounts shown in Attachments A through C to be used for the Projects listed in Attachments A through C. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachments A through C. The County assumes no obligation for the future support of the Projects described herein except as expressly set forth in this agreement.

Amendment 4: Attachment C

The attachments to the interlocal agreement are hereby amended by adding Attachment C, which is hereby attached to the interlocal agreement, incorporated therein and made a part thereof.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

Dow Constantine
King County Executive

Date: 6/20/2016
Acting under the authority of Ordinance 18023

Approved as to form:

Dan B. Metz
King County Prosecuting Attorney

CITY OF COVINGTON

Regan Bolli
City Manager

Date: 12/17/15
Acting under the authority of a council motion

Approved as to form:

Sara Springer
City Attorney
ATTACHMENT C

2015 CONSERVATION FUTURES LEVY
CITY OF COVINGTON ALLOCATION

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Project Description:

(Ordinance 18023):

1122034 Covington – South Covington Park/Jenkins Creek Trail
This project consists of three parcels totaling 5.65 acres on SE Wax Road, in the Jenkins Creek corridor. There is a dual goal for the project: the first is creating a trail connection between the planned Covington Town Center, which is located nearby to the northeast, and a city-wide trail system that connects with other Covington parks and open spaces. The second goal is habitat protection along Jenkins Creek, which runs parallel to the future trail. The project site is critically located at a planned trail crossing on SE Wax Road.
2015: $450,000 is added to this project to provide additional funding support for the property acquisitions. Funding is contingent on Covington removing any occupants from Conservation Futures-funded properties owned by the city.

City of Covington - South Covington Park/Jenkins Creek $ 450,000
Amendment to Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Covington for Open Space Acquisition Projects

March 16, 2017

Department: DNRP/WLRD Open Space Acquisitions Unit

Parties: City of Covington and King County

Project: Conservation Futures Amendment D

Reference No. of Related Document: 20160622000476
AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF COVINGTON
FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County, the City of Seattle and certain suburban cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF COVINGTON and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 28th day of January, 2003, as previously amended.

The parties agree to the following amendments:

Amendment 1: Article I, Recitals

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy Fund allocation for the South Covington Park/Jenkins Creek acquisition Project, and hereafter reads:

• On February 22, 2016 the King County Council passed Ordinance 18239, which appropriated a total of One Hundred and Fifty Thousand dollars ($150,000) in Conservation Futures Levy proceeds to the City of Covington for the South Covington Park/Jenkins Creek acquisition Project. On July 5, 2016, the King County Council passed Ordinance 18312, authorizing the King County Executive to enter into an interlocal agreement with the City of Seattle and the suburban cities for the disbursement of Conservation Futures Funds appropriated in Ordinance 18239.

Amendment 2: Article V, Conditions of Agreement

Section 5.1 is amended to include reference to Attachment D, which lists a 2016 Conservation Futures Levy Allocation for the South Covington Park/Jenkins Creek acquisition Project.

Amendment 3: Article VII, Responsibilities of County

The first two sentences of this article are amended to include references to Attachment D, which lists a 2016 Conservation Futures Levy Allocation for the South Covington Park/Jenkins Creek acquisition project as follows:

Amendment D
Annual CFT Interlocal Covington-King County: 2016 CFT proceeds
Subject to the terms of this agreement, the County will provide Conservation Futures Levy Funds in the amounts shown in Attachments A through D to be used for the Projects listed in Attachments A through D. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachments A through D. The County assumes no obligation for the future support of the Projects described herein except as expressly set forth in this agreement.

**Amendment 4: Attachment D**

The attachments to the interlocal agreement are hereby amended by adding Attachment D, which is hereby attached to the interlocal agreement, incorporated therein and made a part thereof.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

---

**KING COUNTY**

[Dow Constantine]
King County Executive

Date: 31/1/2017
Acting under the authority of Ordinance 18312

Approved as to form:

[Dan Satterberg]
King County Prosecuting Attorney

---

**CITY OF COVINGTON**

[Regan Bolli]
City Manager

Date: 26/1/2017
Acting under the authority of Ordinance:

Approved as to form:

City Attorney

Amendment D
Annual CFT Interlocal Covington-King County: 2016 CFT proceeds
ATTACHMENT D

2016 CONSERVATION FUTURES LEVY
CITY OF COVINGTON ALLOCATION

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Project Description:

(Ordinance 18312):

1122034 Covington - South Covington Park/Jenkins Creek Trail
There is a dual goal for the project: the first is creating a trail connection between the planned Covington Town Center, which is located nearby to the northeast, and a city-wide trail system that connects with other Covington parks and open spaces. The second goal is habitat protection along Jenkins Creek, which runs parallel to the future trail.

2016: $150,000 is allocated to help fund this previously partially funded project. This project encompasses two adjacent parcels totaling 2.25-acres on the Jenkins Creek corridor in Covington. The site will serve as a trail crossing on SE Wax Road, south of SE 275th Street, linking the planned Covington Town Center with a city-wide off-road trail system that connects to other public parks and open spaces. The southern portions of the two properties contain Jenkins Creek, and the project will also protect riparian habitat along the creek.

City of Covington - South Covington Park/Jenkins Creek   $ 150,000
AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND COVINGTON
FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

THIS AMENDMENT is entered into between the CITY OF COVINGTON and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 28th day of January, 2003, as previously amended.

The parties mutually desire to amend the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

Amendment 1: Article VIII. Other Provisions

The text in Section 8.2 is deleted in its entirety and replaced with the following:

The parties reserve the right to amend or modify this agreement. Amendments or modifications to disburse funds approved by the County Council must be by written instrument signed by the parties. Other amendments also must be approved by the respective City and County Councils.

Amendment 2: Article VII. Responsibilities of County

The first two sentences of this article are deleted and replaced with the following:

Subject to the terms of this agreement, the County will provide Conservation Futures Levy proceeds in the amounts and for the projects shown in Attachment A to this agreement and as well as in those amounts and for those projects shown in subsequent amendments to this agreement. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachment A and any subsequent amendments.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement, and shall become Amendment E.
IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

Dow Constantine
King County Executive

Date: 3/11/2018

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

COVINGTON

Regan Bolli
City Manager

Date: 1/25/19

Approved as to form:

Kathy Hardy
City Attorney
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (TIB) FOR URBAN ARTERIAL PROGRAM FUNDS IN THE AMOUNT OF $3,500,000.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. TIB Urban Arterial Award Letter
2. TIB Urban Arterial Project Fuel Tax Agreement
3. TIB Project Funding Status Form

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:
On August 15, 2019, the Public Works Department submitted an application to the Washington State Transportation Improvement Board for an Urban Arterial Program grant to build the new Lakepointe Boulevard roadway.

On November 22, 2019, we were informed that we received a grant for the Lakepointe Boulevard, from SR 18 to SE 258th Street, in the amount of $3,500,000. Once the grant agreement (Attachment 2) is approved we will move forward with the process. By TIB board action, a condition was placed on this award that Connecting Washington funds must be confirmed by June 30, 2020, or this grant may be terminated. If Connecting Washington funds are not obligated or secured by July 1, 2020, we lose this award.

ALTERNATIVES:
Decline the Urban Arterial Programs funds and find other funds to contribute towards the Covington Connector and Lakepointe Boulevard projects.

FISCAL IMPACT:
The total grant amount is $3,500,000 for the Lakepointe Boulevard section between SR 18 and SE 258th Street. There is a required match of ~15% of the total project cost. This is more than covered with the Connecting Washington Funding and the Lakepointe Covington Inc. contributions. Award is contingent upon re-securing Connecting Washington funds.

CITY COUNCIL ACTION: ___ Ordinance ___ Resolution ___X___ Motion ___Other

Council member ___________ moves, Council member ___________ seconds, to authorize the City Manager to execute a grant agreement with the Washington State Transportation Improvement Board (TIB) for Urban Arterial Preservation Funds in the amount of $3,500,000, in substantial form as attached.

REVIEWED BY: City Manager, City Attorney, Finance Director
Washington State
Transportation Improvement Board

November 22, 2019

Mr. Don Vondran, P.E.
Public Works Director
City of Covington
16720 SE 271st Suite 100
Covington, WA 98042

Dear Mr. Vondran:

Congratulations! We are pleased to announce the selection of your project, Lakepointe Boulevard, SR 18 to SE 258th St, TIB project number 8-1-204(005)-1.

Total TIB funds for this project are $3,500,000.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2020 or the grant may be terminated. By board action, if Connecting Washington funds are not confirmed by June 30th, 2020, the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

[Signature]

Ashley Probart
Executive Director

Enclosures
City of Covington  
8-1-204(005)-1  
Lakepointe Boulevard  
SR 18 to SE 258th St

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Covington  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Lakepointe Boulevard, SR 18 to SE 258th St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Covington, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of $3,500,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

   a) Project Funding Status Form  
   b) Bid Authorization Form with plans and engineers estimate  
   c) Award Updated Cost Estimate  
   d) Bid Tabulations  
   e) Contract Completion Updated Cost Estimate with final summary of quantities  
   f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable
amounts are greater than $50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE
a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.

b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.

c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.

d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:
a) RECIENT is not making reasonable progress toward correction and compliance.
b) TIB denies the RECIENT’s request to amend the Project.
c) After investigation TIB confirms RECIENT’S non-compliance.

TIB reserves the right to order RECIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIENT as determined pursuant to Section 9.2, TIB shall serve RECIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB’s obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIENT’s motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or VAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.
12.0 INDEPENDENT CAPACITY

The RECIPENT shall be deemed an independent contractor for all purposes and the employees of the RECIPENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.

b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.

c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.

d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.

e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.
15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT’S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

______          ______
Chief Executive Officer     Date

______          ______
Executive Director        Date

Print Name

Print Name

Lead Agency

Transportation Improvement Board

Fuel Tax Agreement

Page 5 of 5

November 2012

62 of 191
Transportation Improvement Board

Project Funding Status Form

Agency Name: COVINGTON
Project Name: Lakepointe Boulevard
SR 18 to SE 258th St

TIB Project Number: 8-1-204(005)-1

Verify the information below and revise if necessary.
Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

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PROJECT FUNDING PARTNERS
List additional funding partners and amount.

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<tr>
<td>Connecting Washington</td>
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</table>

TOTAL LOCAL FUNDS 20,169,751

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title
SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY REGARDING THE PROPOSED ORDINANCE ADOPTING THE PUGET SOUND REGIONAL FIRE AUTHORITY SIX-YEAR CAPITAL IMPROVEMENT PLAN FOR 2020-2025, MITIGATION & LEVEL OF SERVICE POLICY AND 2020 FIRE IMPACT FEE SCHEDULE.

CONSIDER PROPOSED ORDINANCE ADOPTING THE PUGET SOUND REGIONAL FIRE AUTHORITY SIX-YEAR CAPITAL IMPROVEMENT PLAN FOR 2020-2025, AND MITIGATION & LEVEL OF SERVICE POLICY AND 2019 FIRE IMPACT FEE SCHEDULE.

RECOMMENDED BY: Gina Estep, Community Development Director

ATTACHMENT(S):
1. Ordinance adopting Puget Sound RFA’s Six-year Capital Improvement Plan
   b. Exhibit B – Puget Sound RFA Mitigation & Level of Service Policy
   c. Exhibit C – 2020 Fire Impact Fee Summary

PREPARED BY: Gina Estep, Community Development Director

EXPLANATION:
The Puget Sound Regional Fire Authority (“RFA”), serving the citizens of Covington, has a Six-Year Capital Improvement Plan (“CIP”) that is incorporated by reference as a sub-element of the City of Covington Comprehensive Plan. The state Growth Management Act (GMA) and Covington Municipal Code (CMC) 19.50 “Fire Impact Fees” requires local governments planning under GMA to annually adopt their CIP and incorporate that document into their local Comprehensive Plan.

Attachment 1 is the proposed ordinance to adopt Puget Sound RFA’s six-year Capital Improvement Update 2020-2025, Exhibit A and Puget Sound RFA Mitigation and Level of Service Policy. Based on the RFA’s Capital Improvement Plan, the 2020 proposed impact fees as outlined in Page 32, Table 15, Section 8 and summarized in Exhibit C are as follows:

- Single Family Residential: $1,870.20 / Unit (A single Family house is one living unit)
- Multi Family: $1,973.80 / Unit (Per Unit in a multifamily development)
- Comm/Ind Commercial: $1.85 / (Per Sq. Feet)
- Hosp/Med/Civ/Sch/Chur Commercial: $1.70 / (Per Sq. Feet)
- Sr/Assisted Care: $2.06 / (Per Sq. Feet)
- Service – hotel/restaurant/etc.: $1.31 / (Per Sq. Feet)
The property type “Regional” was removed and “Service” was added. Regional uses were defined as those intended to serve a regional large non-resident population and produce higher fire service impacts that similar properties serving local residents (See Exhibit A, page 7 for more detail).

All fire impact fees are subject to a capacity analysis and it is rare for the full impact fee to be assessed. The city will continue to collect an administrative fee from developers for managing the fire impact fee process. The city’s administrative fee is set in the annual city fee resolution for 2020.

OPTIONS:  
1) Adopt the Fire Authority CIP and associated impact fee schedule as presented and requested.
2) Do not adopt the CIP and request further information.

STAFF RECOMMENDATION: Staff recommends that council adopt the CIP for 2020-2025 and associated 2020 fire impact fee schedule as presented.

FISCAL IMPACT: None

CITY COUNCIL ACTION:  X Ordinance  ____Resolution  ____Motion  X Other

Council member _____________ moves, Council member ________________ seconds, to pass an Ordinance, in substantial form as that attached hereto, adopting the updated Puget Sound Regional Fire Authority Six-Year Capital Improvement Plan for 2020-2025, and Mitigation & Level of Service Policy.

Council member _____________ moves, Council member ________________ seconds, to adopt the 2020 Fire Impact Fee to be incorporated into the 2020 fee resolution as adopted by the City Council.

REVIEWED BY:  City Manager
City Attorney
Finance Director
ORDINANCE NO. 01-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE PUGET SOUND REGIONAL FIRE AUTHORITY SIX-YEAR CAPITAL IMPROVEMENT PLAN FOR 2020-2025, AND MITIGATION & LEVEL OF SERVICE POLICY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Puget Sound Regional Fire Authority (“RFA”) has prepared a capital facilities improvement update in compliance with the Growth Management Act; and

WHEREAS, Chapter 19.50 of the Covington Municipal Code (“CMC”) authorizes the City to adopt a district’s capital facilities plan by reference as part of the Capital Facilities and Utilities Element of the City’s Comprehensive Plan; and

WHEREAS, Chapter 82.02 RCW authorizes the City to adopt a district’s capital facilities plan by reference in the City’s Comprehensive Plan; and

WHEREAS, the Plan contains the elements required by Chapter 19.50 CMC; and

WHEREAS, RCW 36.70A.130 (2)(a)(iv) allows amendment of the capital facilities and utilities element of a comprehensive plan, if done concurrently with the adoption or amendment of a city’s budget;

WHEREAS, upon providing appropriate public notice, the Covington City Council conducted a public hearing on January 14, 2020, to receive testimony regarding the proposed amendment to the Capital Facilities and Utilities Element of the City’s Comprehensive Plan, and the proposed 2020 fire impact fees.

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

Section 1. Adoption. The City hereby adopts, by reference, the Puget Sound Regional Fire Authority Six-Year Capital Improvement Update for 2020-2025, Mitigation & Level of Service Policy and 2020 Fire Impact Fee as set forth in Exhibits A, B and C, attached and incorporated by reference.

Section 2. Savings. The enactment of this ordinance shall not affect any application, case, proceeding, appeal, or other matter currently pending administratively or judicially in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective day of this ordinance.

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. Corrections. Upon approval of the city attorney, the city clerk and/or code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 6. Effective Date. This ordinance become effective five days following its passage and publication of this ordinance or a summary thereof.

PASSED by the City Council of the City of Covington on the 14th day of January 2020.

_______________________
Mayor Jeff Wagner

ATTESTED: PUBLISHED: January 17, 2020
Sharon Scott, City Clerk EFFECTIVE: January 22, 2020

_________________________
APPROVED AS TO FORM:

_______________________
Kathy Hardy, City Attorney
Puget Sound Regional Fire Authority Capital Improvement Plan

2020 - 2025
Intentionally left blank
Six-Year Capital Facilities & Equipment Plan
2020-2025
Puget Sound Regional Fire Authority

This Plan was prepared and implemented through the collaboration and work of the following leadership personnel, key staff members and their associates:

**Fire Chief**  
Matthew Morris

**Chief Financial Officer**  
Joe Monteil

**Assistant Chief**  
Eric Tomlinson

**Deputy Chief**  
Mark Jones

**Division Chiefs**  
Pat Pawlak-Facilities  
Larry Rabel-Planning

**District Chief**  
Dan Conroy, Jeff Richardson, Roger Kacmarcik, Kraig Peiguss

**Business Analyst**  
Sameer Ahmed

**Consultants**  
Deployment Dynamics Group LLC
With Appreciation and Thanks

Special thank you to the following members of the Citizens Advisory Planning Committee (CAPC) of Puget Sound Fire. Their citizen-based review and input to this document over the years and editions has been critical in assuring Puget Sound Fire’s service delivery goals are driven by the citizens served by Puget Sound Fire.

The following CAPC members have participated in the review process of this document and its predecessors.

Citizens Advisory Planning Committee Members

Margaret Harto, CAPC Chair

Representing Fire Station 70 service area
Lew Sellers

Representing Fire Station 72 service area
Mary Kathryn Myers

Representing Fire Station 73 service area
Mike Denbo

Representing Fire Station 74 service area
Judy Huntington

Representing Fire Station 75 service area
Mike Davis

Representing Fire Station 76 service area
Scott Smith

Representing Fire Station 77 service area
Rudy Gustafson

Representing Fire Station 78 service area
Sam Sullivan
This plan has been implemented through the following Resolution and the Board Members identified below.

RESOLUTION NO. 156
ADOPTING THE PUGET SOUND REGIONAL FIRE AUTHORITY CAPITAL FACILITIES AND EQUIPMENT PLAN

Background:

1. The Puget Sound Regional Fire Authority “Puget Sound RFA” has determined, consistent with the State Growth Management Act, that uncoordinated and unplanned growth poses a threat to the health, safety, and high quality of life enjoyed by residents of the Puget Sound RFA; and

2. The Puget Sound RFA is committed to ensuring that the Puget Sound RFA facilities and equipment necessary to support development and growth within the Puget Sound RFA are adequate to serve development at the time development occurs without decreasing current service levels; and

3. The Puget Sound RFA is committed to a “concurrency” philosophy to service delivery; meaning fire and emergency service capacity must grow concurrently with development; and

4. The Puget Sound RFA recognizes that as the community continues to grow, additional resources will be required to adequately meet the growing demand for services; and

5. The Puget Sound RFA recognizes that in order to achieve its commitment to concurrency in a manner consistent with the State Environmental Policy Act, the State Growth Management Act, and the Puget Sound RFA Mitigation & Level of Service Policy, that the Puget Sound RFA requires a Capital Facilities and Equipment Plan.

Resolution: NOW THEREFORE, BE IT RESOLVED, that the Governance Board of the Puget Sound Regional Fire Authority hereby adopts and approves the updated 2014-2033 Puget Sound Regional Fire Authority Capital Facilities and Equipment Plan, attached hereto.

Adoption: ADOPTED by the Governance Board of the PUGET SOUND REGIONAL FIRE AUTHORITY at an open public meeting of such Board on the 6th day of November 2019, the following Board Members being present and voting:

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<thead>
<tr>
<th>Governance Board Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Covington</td>
</tr>
<tr>
<td>Sean Smith</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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</tbody>
</table>
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1 Executive Summary

This Six-Year Capital Facilities Plan (the "Plan") is an update and extension of the Puget Sound Regional Fire Authority (PSF) 2014 – 2033 Master Capital Facilities and Equipment Plan (CFEP) in compliance with the requirements of Washington’s Growth Management Act (GMA) Chapter 36.70A RCW, City of Kent Code 12.15.060, and Covington City Code Chapter 19.50 “Fire Impact Fees”.

This Plan update uses data available through of 2018 to evaluate level of service performance and the progress toward implementation of the 2014 - 2033 CFEP. The goal of this Plan is to identify the next six years of community growth, determine the need for additional facilities, determine their cost and prioritize those resources into a 6-year funding plan (2020 – 2025) to ensure adequate service delivery prior to, or concurrently with the impacts of development within the service area.

The underlying premise of this document is that as the community continues to grow, additional resources will be required to adequately serve the growing demand for fire & life safety services. It is assumed that a direct relationship exists between populations within a community and demand for service, which directly links to a need to maintain and expand resources.

Since adoption and publication of the Master CFEP in 2014, the post-recession economy has continued its recovery with community growth and cost of construction returning to or exceeding pre-recession rates. The City of Kent published a 2015 updated Comprehensive Plan that continues similar land uses and community growth patterns. The City of Covington also completed a Comprehensive Plan update in 2015 and increased projected growth targets to more closely reflect historical growth rates. This approach is more reliable for fire service planning since it looks more toward actual growth, rather than the assigned growth targets of the Puget Sound Regional Council (PSRC) which often fail to accurately predict impacts in higher growth communities. The combined rate of growth for Covington, Kent, and unincorporated areas of PSF’s response area remains consistent with the projections of the 2014 CFEP. As a result, baseline impact fees in Table 2 have increased in line with updated 2019 costs associated with funding the capital resources required to maintain fire service concurrency.

The need for resources is best outlined in the capacity analysis in Table 1 which shows daily resource exhaustion occurring several hours of each day in Kent, SeaTac and portions of Covington. The goal of reliability is to maintain hourly reliability of 90% so response units have a chance of achieving their response time goals 90% of the time.
Table 1 - Station Reliability by Hour

<table>
<thead>
<tr>
<th>Hour</th>
<th>SeaTac</th>
<th>Kent</th>
<th>Covington</th>
<th>Maple Valley</th>
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</table>

Compliance with the Growth management Act (GMA) requires adoption of at least a six-year funding plan. The funding plan in Table 3 has been updated and balanced through 2025 to comply with this requirement.

Table 2 2018 Fire Impact Fees

`Table 3 Six-Year Funding Plan`
## 6 - Year Cost/Funding Sources for Capital Needs

**Costs in thousands based on 2019 dollars**

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<tr>
<th>Cost/Funding Source</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense</td>
<td>$6,302</td>
<td>$6,635</td>
<td>$3,236</td>
<td>$2,773</td>
<td>$7,438</td>
<td>$3,552</td>
<td>$29,936</td>
</tr>
<tr>
<td>Revenue</td>
<td>$6,302</td>
<td>$6,634</td>
<td>$3,236</td>
<td>$2,773</td>
<td>$7,438</td>
<td>$3,552</td>
<td>$29,935</td>
</tr>
<tr>
<td>Balance</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**PSRFA 2020 – 2025 Capital Plan**
2 Background and Demographics

Puget Sound Fire (PSF) is an independent special purpose district legally formed under Chapter 52 of the Revised Code of Washington providing fire and rescue services to nearly 109 square miles of urban and rural area. Services provided are delivered 24 hours per day, 365 days per year through career firefighters and support staff. Services delivered by the PSF include: fire suppression, fire prevention and code enforcement, fire investigations, emergency medical services (EMS), non-emergent medical services, hazardous materials response, specialized rescue services, emergency management services, and public education in fire prevention and life safety.

The current service area includes all of the cities of Covington, Kent, Maple Valley and SeaTac, as well as unincorporated areas of King County within Fire Districts 37 and 43. Generally, PSF’s service area borders Renton and Tukwila to the north, the Cascade foothills to the east, Auburn to the south and Burien, Des Moines and Federal Way to the west. Current 2019 population of the PSF service area is estimated at 225,630.1

For purposes of this plan, capital improvements are defined as real estate, structures or collective equipment purchases anticipated to have a cost of $5,000 or more and an expected useful life of at least 3 years.

This update utilizes the service standards adopted by PSF in its 2019 Standard of Cover (SOC). These standards are used to identify gaps in service compared to adopted standards and guide capital resource planning to help close this gap and sustain and/or improve current services while concurrently absorbing the service impacts of new development and community growth. The resources identified in this 6-year plan work toward implementing the deployment strategies identified in PSF’s 2014 – 2035 Master Capital Plan and 2019 Standard of Cover.

Diminishing service capacity is the primary service risk identified in this plan2. Fire service capacity is evaluated upon the ability of current deployed resources to meet established levels of service. For example, a fire station with three apparatus bays and the infrastructure required to support three or more emergency response units has reserve capacity when only one or two units are staffed and deployed from that station. Additionally, a specific response resource that meets its level of service objectives and is reliably available for service at least as often as it is expected to meet its level of service objective, has reserve capacity. The PSF’s goal is to deliver service at adopted levels, nine times out of 10, or a service expectation that meets adopted standards 90% of the time.

Fire service capacity is also measured with consideration of future growth and the fire service capacity that future growth will erode when built. This Plan identifies:

- The current demographics of the PSF
- The inventory of existing capital resources

1 Washington State Office of Financial Management April 2017 with estimates of fire district 37’s unincorporated area based upon housing counts and 3 persons per dwelling

2 See Table 13
The recent historical performance to the adopted standards
The need for additional resources over the next six years
The funding plan to implement the needed resources through 2023.

2.1 SeaTac Service Area
PSF provides fire-based services to the City of SeaTac through a contract for service that began January 1, 2014. SeaTac’s area covers approximately 10 square miles surrounding the Port of Seattle Airport and has a 2019 population of 29,180.

Two fire stations owned by SeaTac are leased and operated by the PSF under the service contract. All other capital resources previously owned by SeaTac prior to 2014 have been transferred to the ownership of the PSF. As a condition of the service contract, SeaTac provides an annual capital payment to the PSF for funding the equipment that was transferred but has retained responsibility for the capital costs of fire stations. Consequently, this plan does not address capital fire station needs in the SeaTac service area.

2.2 King County Fire District #43 Service Area
PSF provides fire-based services to King County Fire District #43 (FD43) area through a contract for service that began October 1, 2018. The FD43 area covers approximately 51 square miles and includes the City of Maple Valley, the areas of Hobart and Ravensdale, as well as a large unincorporated area of rural land. The 2019 population of the FD43 area is 42,326.

Six (6) fire stations are owned by FD43. Three stations are staffed by volunteers that remain part of FD43. The other three stations are operated by PSF under the service contract. Most other capital resources previously owned by Maple Valley prior to 2018 have been transferred to the ownership of the PSF. As a condition of the service contract, FD43 continues to fund fire stations and provides an annual capital payment to PSF to assist funding other resource needs.

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3 Based upon the Office of Financial Management and 2010 census housing occupancy counts in unincorporated areas.
3 Community Growth and Impacts of Growth 2020 – 2025

In the post-Great Recession years from 2010 to 2016, PSF’s population grew at its slowest 6-year rate in more than 30 years. Despite the recession, population growth within the legacy (Kent & Fire District 37) service area grew on average 1.4% per year from 2000 to 2019 with Covington experiencing a slightly higher growth rate than Kent. The unincorporated areas grew by less than a half percent per year (See Table 5)

Over the past five years (2014 – 2018) annual service demand grew in all urban areas as shown in Table 4 below.

Table 4: Incident Growth - 2014 - 2018

<table>
<thead>
<tr>
<th>Incident Growth Rank</th>
<th>Location</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>5-Yr Growth</th>
<th>Yrly Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Covington</td>
<td>1215</td>
<td>1385</td>
<td>1353</td>
<td>1462</td>
<td>1487</td>
<td>22%</td>
<td>4.48%</td>
</tr>
<tr>
<td>2</td>
<td>Kent</td>
<td>14019</td>
<td>15632</td>
<td>16480</td>
<td>16547</td>
<td>16650</td>
<td>17%</td>
<td>3.47%</td>
</tr>
<tr>
<td>3</td>
<td>Dist 37 Urban</td>
<td>163</td>
<td>164</td>
<td>170</td>
<td>176</td>
<td>191</td>
<td>17%</td>
<td>3.44%</td>
</tr>
<tr>
<td>4</td>
<td>SeaTac</td>
<td>3698</td>
<td>3979</td>
<td>4108</td>
<td>4296</td>
<td>4301</td>
<td>16%</td>
<td>3.26%</td>
</tr>
<tr>
<td>5</td>
<td>Dist 43</td>
<td>2451</td>
<td>2526</td>
<td>2348</td>
<td>2605</td>
<td>2376</td>
<td>-3%</td>
<td>-0.61%</td>
</tr>
<tr>
<td>6</td>
<td>Dist 37 Rural</td>
<td>283</td>
<td>283</td>
<td>239</td>
<td>266</td>
<td>263</td>
<td>-7%</td>
<td>-1.41%</td>
</tr>
</tbody>
</table>

Table 5: Population and Housing Growth Projections

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Housing Units</td>
<td>Population</td>
<td>Housing Units</td>
<td>Population</td>
<td>Housing Units</td>
</tr>
<tr>
<td>Covington</td>
<td>4,203</td>
<td>13,783</td>
<td>6,368</td>
<td>18,480</td>
<td>20,280</td>
</tr>
<tr>
<td>Kent</td>
<td>32,488</td>
<td>79,524</td>
<td>46,417</td>
<td>121,400</td>
<td>129,800</td>
</tr>
<tr>
<td>King Co Dist 37</td>
<td>9,950</td>
<td>27,362</td>
<td>2,015</td>
<td>5,542</td>
<td>6,423</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>46,641</td>
<td>120,669</td>
<td>54,800</td>
<td>145,422</td>
<td>156,503</td>
</tr>
<tr>
<td>SeaTac</td>
<td>10,176</td>
<td>25,496</td>
<td>10,404</td>
<td>27,110</td>
<td>28,850</td>
</tr>
<tr>
<td>Maple Valley</td>
<td>7,997</td>
<td>22,684</td>
<td>8,473</td>
<td>24,230</td>
<td>26,180</td>
</tr>
<tr>
<td>King Co Dist. 43</td>
<td>5,027</td>
<td>15,584</td>
<td>5,405</td>
<td>16,755</td>
<td>17,174</td>
</tr>
<tr>
<td>Total</td>
<td>69,841</td>
<td>184,433</td>
<td>79,082</td>
<td>213,517</td>
<td>228,707</td>
</tr>
</tbody>
</table>

The Puget Sound Regional Council’s regional plan “Vision 2040,” identifies Kent as both a residential and commercial/industrial growth center, making it likely that growth rates in Kent will exceed the past 20-year rate of 1.35% per year.

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4 Figures for 2000 to 2016 are actual counts from the Office of Financial Management, 2021 and 2035 are based upon OFM and Comprehensive Plan estimates of Covington and Kent.
Table 6 below provides both a low and high range estimate of commercial growth. Continued growth at the 2013 to 2016 rate of 1.35% per year is the “Low” estimate for 2023 and 2035, and the “High” estimate uses a growth rate of 1.98% per year and more closely relates to market growth prior to the Great Recession and current growth rates. Both of these estimates are dependent upon buildable lands and future market rates.

### Table 6 Commercial Growth Rates 2015 & 2018 with estimates for 2023 & 2035

<table>
<thead>
<tr>
<th>Year</th>
<th>2015</th>
<th>2018</th>
<th>2023 Low Estimate</th>
<th>2023 High Estimate</th>
<th>2035 Low Estimate</th>
<th>2035 High Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Growth in Square Feet</td>
<td>64,995,002</td>
<td>66,706,173</td>
<td>69,658,822</td>
<td>76,830,159</td>
<td>77,289,479</td>
<td>104,177,996</td>
</tr>
</tbody>
</table>

### 3.1 Impacts of Future Growth – Legacy Kent / District 37 Service area

Both low and high estimates of housing and population growth are evaluated to determine the impacts in terms of request for services or emergency “incident” growth through 2035. The average of these two methods has been used to predict the future service demand in terms of emergency incidents as a result of growth. The method in Table 7 below predicts future service demand for the legacy service area of Covington, Kent and Fire District 37. The projections are based on the 2018 total incident count (excluding the Maple Valley and SeaTac area) of 21,593. Using this methodology, PSF expects to see an incident volume growth of 7% by 2023 resulting in approximately 23,157 incidents in this geographic area. Estimates out to 2035 result in a 34% incident growth rate reflecting approximately 28,828 incidents for this same area.

### Table 7 Incident Growth Projections (Less SeaTac & Maple Valley)

<table>
<thead>
<tr>
<th>Type</th>
<th>2015 Incidents</th>
<th>2018 Incidents</th>
<th>2018 Incident Rate Per Unit</th>
<th>2023 Low Housing Unit Count</th>
<th>2023 High Housing Unit Count</th>
<th>Average Projected Incident Count 2023</th>
<th>2025 Low Housing Unit Count</th>
<th>2025 High Housing Unit Count</th>
<th>Average Projected Incident Count 2035</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Units</td>
<td>55,579</td>
<td>56,210</td>
<td>0.33</td>
<td>60,109</td>
<td>62,000</td>
<td>70,662</td>
<td>78,446</td>
<td>78,446</td>
<td>82,446</td>
</tr>
<tr>
<td>Commercial Space</td>
<td>64,995,002</td>
<td>67,261,512</td>
<td>8.03</td>
<td>66,462,955</td>
<td>73,028,272</td>
<td>77,289,479</td>
<td>104,177,996</td>
<td>104,177,996</td>
<td>133,289,479</td>
</tr>
<tr>
<td>Total Low Incidents</td>
<td>21,593</td>
<td>22,646</td>
<td>22,668</td>
<td>22,668</td>
<td>26,198</td>
<td>31,459</td>
<td>26,198</td>
<td>31,459</td>
<td>26,198</td>
</tr>
<tr>
<td>Total High Incidents</td>
<td>21,593</td>
<td>23,668</td>
<td>23,668</td>
<td>23,668</td>
<td>26,198</td>
<td>31,459</td>
<td>26,198</td>
<td>31,459</td>
<td>26,198</td>
</tr>
<tr>
<td>Average of Both Methods</td>
<td>21,593</td>
<td>23,157</td>
<td>23,157</td>
<td>23,157</td>
<td>26,198</td>
<td>31,459</td>
<td>26,198</td>
<td>31,459</td>
<td>26,198</td>
</tr>
</tbody>
</table>
3.2 Impacts of Future Growth – All Service Areas

Table 8 more closely relates to the actual service impacts to be expected through 2035 and uses the entire area that Puget Sound Fire delivers service to including Maple Valley, SeaTac and the automatic aid requests from neighboring agencies. The total impact of the 10,000 more emergency requests for service estimated in Table 8 may require five additional response resources and associated staffing to maintain current levels of service. It is likely more than five response resources will be required to achieve the service levels adopted in the PSF 2019 Standard of Cover.

Table 8 Incident Growth Projections All Service Areas

<table>
<thead>
<tr>
<th>Type</th>
<th>2018 Actual Incidents</th>
<th>2018 Incident Rate Per Unit</th>
<th>2023 Low Housing Unit Count</th>
<th>2023 High Housing Unit Count</th>
<th>Average Projected Incident Count 2023</th>
<th>2015 Low Housing Unit Count</th>
<th>2015 High Housing Unit Count</th>
<th>Average Projected Incident Count 2035</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Units</td>
<td>82,720</td>
<td>17,133</td>
<td>0.207</td>
<td>87,831</td>
<td>91,248</td>
<td>103,900</td>
<td>115,442</td>
<td></td>
</tr>
<tr>
<td>Commercial Space</td>
<td>75,561,300</td>
<td>11,422</td>
<td>0.000151</td>
<td>77,550,657</td>
<td>81,538,001</td>
<td>87,549,521</td>
<td>116,317,699</td>
<td></td>
</tr>
<tr>
<td>Total Low Incidents 2018 Rates</td>
<td>28,555</td>
<td>29,749</td>
<td>31,223</td>
<td>29,749</td>
<td>34,754</td>
<td>41,493</td>
<td>34,754</td>
<td></td>
</tr>
<tr>
<td>Total High Incidents 2018 Rates</td>
<td>28,555</td>
<td>31,223</td>
<td>34,754</td>
<td>41,493</td>
<td>34,754</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average of Both Methods</td>
<td>28,555</td>
<td>30,486</td>
<td>38,124</td>
<td>38,124</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.2.1 Growth Remains Consistent with the 2014 – 2033 Master CFEP

The pattern of growth and estimates of future impacts on service demand remain consistent with the 2014 - 2033 Master Facilities & Equipment Capital Plan for the legacy Puget Sound Fire service area. As a result of this evaluation, the projected new dwelling units and commercial square footage estimates used in calculating impact fees shown in Table 2 remain as used in previous versions.
4 Current Capital Resources

Capital resources for PSF consist of fire stations, fire apparatus (vehicles used for fire and rescue work), staff vehicles and the related equipment, tools and personal protection equipment needed to safely and legally provide fire and rescue services.

4.1 Influence of Public Protection Class Rating (PPC)

Since 1909, the Municipal Inspection and Grading System and its successors have been an important part of the underwriting and rating process for insurers writing personal and commercial fire policies. Washington State's Survey and Rating Bureau (WSRB) service is a direct descendent of the earlier grading systems and is derived from the Insurance Services Office (ISO) rating system. The PPC program gives insurers credible data to help develop premiums that fairly reflect the risk of loss in a particular location.

In each Washington community, WSRB analyzes relevant data and then assigns a Public Protection Classification from 1 to 10. Class 1 represents exemplary public protection, and Class 10 indicates an area without fire protection. Insurance companies use PPC information to help establish fair premiums for fire insurance, generally offering lower premiums in communities with better protection. It is estimated that property owners in the PSF service area save more than $30 million each year in reduced premiums compared to not meeting the ISO/WSRB's minimum criteria.

A community's PPC rating depends on:

- **Emergency Communications Systems:**
  A review of the fire alarm/911 system accounts for 9% of the total classification. The review focuses on the community's facilities and support for handling and dispatching fire alarms.

- **Fire operations & deployment:**
  A review of the fire department accounts for 40% of the total classification. The focus is on a fire agency's first-alarm response and initial attack to minimize potential loss. Here, WSRB reviews the adequacies of such items as engine companies, ladder or service companies, distribution of fire stations and fire companies, equipment carried on apparatus, pumping capacity, reserve apparatus, department personnel, and training.

- **Fire Safety Control:**
  A review of the community having jurisdiction's (Covington, Kent, King County, SeaTac, Maple Valley) ability to adopt and enforce effective building codes makes up 16% of the total PPC scoring. This is based upon the jurisdiction's practices to adopt codes, train and staff personnel to enforce these codes, and public awareness programs to their adopted building codes. Further evaluation looks at the process in place to review plans of new buildings to ensure structures are code compliant and ongoing inspections of existing buildings for code compliance.

- **Jurisdictional water supply:**
  The jurisdiction’s water-supply system accounts for 35% of the total classification. WSRB reviews the water supply a community uses to determine the adequacy for fire-suppression purposes. They also consider hydrant size, type, and installation, as well as the inspection
frequency and condition of fire hydrants. In rural areas that lack hydrants, a “tender credit” can be applied when the Department maintains the ability to supply an adequate water supply using water tenders. This credit applies in the Fire District 43 rural areas due to their existing water tender infrastructure.

4.1.1 Limitations of Deployed Resources to Preserve PPC
Because the PPC rating criteria that most affects overall rating is the deployment of resources for fire protection, PSF must maintain the fire protection equipment, staffing and deployment that supports its current PPC rating. PSF recognizes the cost savings that could be realized by deploying lighter, cheaper, more maneuverable response vehicles to respond to EMS emergencies. However, such a move would negatively impact PSF’s current PPC rating which currently saves the citizens of PSF more than $30 Million in insurance premiums. To deploy both types of vehicles, additional staffing would be required. Currently, PSF does not have the funding to accomplish this type of deployment and will continue to maintain its firefighting resources first to preserve or improve PPC ratings.

4.2 Fixed Facilities

4.2.1 Fire Stations – Legacy Kent/District 37 Service Area
Emergency services for capital planning purposes, originate from eight fire stations (Stations 71, 72, 73, 74, 75, 76, 77, and 78) located throughout the service area (not including Maple Valley or SeaTac) as identified in Table 9 and the map in Figure 1 shown below. The average PSF fire station is 29 years old with the capacity for three emergency response apparatus and is 14,675 square feet in size. Individual stations range in size from just under 8,000 to more than 26,000 square feet where training facilities are included. Currently, only stations 71 and 74 maintain more than one front line response apparatus with minimum staffing levels. Seven of eight stations have some reserve capacity in the form of apparatus bays and dorm rooms. However, to utilize this capacity, additional climate-controlled space is required to house the reserve apparatus, alternative response vehicles, and other associated equipment that is currently stored in existing apparatus bays.

4.2.2 Support Facilities
Support facilities include space and equipment for emergency management functions, fire-training, apparatus & vehicle maintenance, facilities maintenance, planning, information technology, CARES, logistics, and a roadway. An inventory of these facilities is found in Table 9 below.

4.2.2.1 Roadways - 72nd Ave South
An unfinished segment of 72nd Ave South, immediately north of Station 76, was completed on June 28, 2017 as part of a cost saving partnership between PSF and the City of Kent. PSF contributed a total of $1.2 million to complete the project. As a result of the improved accessibility and resulting reduced drive times, PSF’s performance in the Station 76 response area improved, eliminating the need for a future fire station to address long response times. PSF’s total contribution to the project was equivalent to less than one year’s cost of wages and benefits to staff a new fire station and cost approximately 80% less than building a new station based on 2017 cost estimates.
Table 9: Puget Sound Fire, Station & Support Facility Inventory

<table>
<thead>
<tr>
<th>Fire Station/Facility</th>
<th>Location</th>
<th>Size</th>
<th>Yrs in Srvc</th>
<th>Acquired</th>
<th>Capacity (Bays)</th>
<th>Cond</th>
<th>Acres</th>
<th>Dorm Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Kent Fire Stations—All owned and/or maintained by PSF</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Station 71</td>
<td>504 West Crow Street</td>
<td>10,858</td>
<td>1964</td>
<td>55</td>
<td>2010</td>
<td>3.5</td>
<td>Fair</td>
<td>1.05</td>
</tr>
<tr>
<td>Station 72</td>
<td>25620 140th Ave SE</td>
<td>7,772</td>
<td>1982</td>
<td>37</td>
<td>2010</td>
<td>3</td>
<td>Fair</td>
<td>0.91</td>
</tr>
<tr>
<td>Station 73</td>
<td>26512 Military Road South</td>
<td>13,000</td>
<td>1990</td>
<td>29</td>
<td>2010</td>
<td>3</td>
<td>Good</td>
<td>4.69</td>
</tr>
<tr>
<td>Station 74</td>
<td>24611 116th Ave SE</td>
<td>26,653</td>
<td>1990</td>
<td>29</td>
<td>Lease 2010</td>
<td>3</td>
<td>Good</td>
<td>8.66</td>
</tr>
<tr>
<td>Station 75</td>
<td>15635 SE 272nd Street</td>
<td>12,425</td>
<td>1990</td>
<td>29</td>
<td>Lease 2010</td>
<td>3</td>
<td>Good</td>
<td>4.18</td>
</tr>
<tr>
<td>Station 76</td>
<td>20676 72nd Ave SE</td>
<td>13,104</td>
<td>1989</td>
<td>30</td>
<td>2010</td>
<td>3</td>
<td>Good</td>
<td>2.80</td>
</tr>
<tr>
<td>Station 77</td>
<td>20717 132nd Ave SE</td>
<td>15,900</td>
<td>2001</td>
<td>18</td>
<td>2010</td>
<td>3</td>
<td>Good</td>
<td>1.98</td>
</tr>
<tr>
<td>Station 78</td>
<td>17820 SE 256th Street</td>
<td>17,685</td>
<td>2009</td>
<td>10</td>
<td>2010</td>
<td>4</td>
<td>Good</td>
<td>3.10</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>Totals</strong></td>
<td><strong>117,397</strong></td>
<td><strong>237</strong></td>
<td><strong>25.5</strong></td>
<td><strong>27.37</strong></td>
<td><strong>83</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Accessory Structures Owned, Maintained or Funded by PSF</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EM</td>
<td>24425 116th Ave SE</td>
<td>2,860</td>
<td>1963</td>
<td>56</td>
<td>2010</td>
<td>Good</td>
<td>0.23</td>
<td></td>
</tr>
<tr>
<td>Training Tower</td>
<td>24523 116th Ave SE</td>
<td>4,652</td>
<td>1990</td>
<td>29</td>
<td>Lease 2010</td>
<td>Good</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Training Annex</td>
<td>24524 116th Ave SE</td>
<td>1,152</td>
<td>2005</td>
<td>14</td>
<td>2005</td>
<td>Poor</td>
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<tr>
<td>Apparatus Shop</td>
<td>20678 72nd Ave S</td>
<td>10,865</td>
<td>1989</td>
<td>30</td>
<td>2010</td>
<td>4</td>
<td>Good</td>
<td>N/A</td>
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<tr>
<td>Logistics Center</td>
<td>8320 S 208th Street</td>
<td>20,000</td>
<td>1979</td>
<td>6</td>
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<tr>
<td>Office Annex</td>
<td>20811 84th Ave S</td>
<td>78,120</td>
<td>1968</td>
<td>8</td>
<td>2012</td>
<td>Low</td>
<td>5.81</td>
<td></td>
</tr>
</tbody>
</table>
Figure 1: PSF Service Area Map
4.3 Mobile Resources
Specific inventories of mobile resources are found in the Appendices of this Plan.

4.3.1 Apparatus Life Cycle Policy
Agencies with workload similar to the PSF utilize a life cycle for heavy apparatus of 10 years front line and 5 or 10 years in reserve status for a total in-service life of 15 or 20 years. Recent studies have shown that the maintenance cost and decreased residual value of 20-year-old fire engines is less cost effective than shorter life cycles of 15 years. Based on the results of this study, PSF’s long-term policy will be to continue with a 10-year front line life cycle but shorten the reserve life cycle from 10 to 5 years. This shorter time in service allows for significantly higher surplus values when the apparatus are sold following their time in service. Studies show this also reduces overall maintenance costs and downtime while providing greater savings than longer life cycles.

4.3.2 Fire Engines
PSF fire engines are specialized apparatus equipped with pumps capable of up to 2,000 gallons per minute or more of fire flow when connected to a hydrant. They carry onboard water supplies of 500-700 gallons and a compliment of ground ladders, hoses, nozzles, firefighting and EMS equipment necessary to respond to a wide variety of alarm types. The current inventory of eleven front line fire engines has an average age of thirteen years with an average mileage of 73,572. According to the National Fire Protection Association’s 2016 US fire needs assessment, only 43% of the nation’s fire engines are 15 years of age or older.

4.3.3 Quints
A Quint is a multi-purpose apparatus that is essentially a cross between a fire engine and a ladder truck. They are capable of pumping fire flows like a fire engine yet are also equipped with a mechanical aerial ladder similar to, but shorter than a traditional ladder truck. PSF has two Quint units equipped with 800 gallons of water, 2,000 gallon per minute pumps and 65-foot mechanical aerial ladders. The quints also carry a compliment of ground ladders, hoses, nozzles, firefighting and EMS equipment similar to a fire engine. PSF’s quints are located at Station 76 in the industrial north end of the Kent Valley, and at Station 75 near Covington. They are both 9 years old, have an average mileage of 74,430 miles and are currently experiencing higher occurrence of maintenance issues than the PSF fire engines or ladder trucks.

4.3.4 Ladder Trucks
Both front line ladder trucks are tillered, meaning they are built on a tractor-trailer platform. The trailer portion has steerable rear wheels that allow these units to maneuver into very tight locations with their more than 100-foot ladders. One ladder truck is located at Station 74 and the other at Station 46. Apparatus 713, (Ladder 74) is 13 years old with 79,236 miles. Apparatus 768 (Ladder 46) is three years old with 32,769 miles. The average age of the two front line ladders is eight years old with an average mileage of 56,000 miles. Reserve apparatus 715 is 23 years old with over 102,000 miles.
4.3.5 Aid Cars
Aid Cars are licensed ambulances that also carry basic firefighting tools and protective equipment to support their two-person staffing. These vehicles primarily respond to medical emergencies and augment fire staffing required to maintain the PSF’s Public Protection Class ratings.

4.3.6 Command and Staff Vehicles
Command and staff vehicles are utilized to support both emergency and non-emergency operations of PSF. Command and staff vehicles are specially outfitted with specialized equipment and communications gear necessary to support the mission they are assigned to.

4.4 Equipment
A full complement of special equipment is necessary for the delivery of fire and rescue services. Special equipment includes all of the equipment within fire stations or carried on fire engines and other apparatus that allow firefighters to safely and effectively deliver services. Section 9 – Appendices, provides a listing of the equipment maintained by PSF.
5 Standards of Service

5.1 Time and Origin of Standards
Time to arrival at the scene of an emergency is critical in the survival of a non-breathing patient and the control of fire growth. The longer it takes trained fire personnel to arrive at the scene of an emergency, the greater the chance of poor outcomes regarding fire and life loss. As a result, the standards identified and adopted herein are based upon industry best practices. Industry standards have been established by the National Fire Protection Association (NFPA) and the Center for Public Safety Excellence (CPSE). In some cases, PSF’s level of service time standards are greater than NFPA’s expectations by 1 minute and 40 seconds for first to arrive units, and six (6) minutes over NFPA expectations for arrival of the full first alarm assignment.

5.2 Emergency response
Achievement of drive time standards are influenced by the location of fire service resources. If a service area is located too far from a fire station (poor distribution), it is unlikely that travel time objectives will be met. If distributed resources are over-used because of high demand, their capacity becomes “unreliable” to meet additional demand at adopted levels of service. When units become unreliable, units from farther away must respond in place of the busy home area unit, causing increases in arrival times. If too few resources exist, and fire resources from other fire departments are needed to backfill for busy units, the consequence is extended drive times resulting in increased total response times and higher levels of risk for life and property loss.

5.3 Benchmark / Baseline Gap Performance and Relation to Staffing
PSF uses adopted Benchmark performance levels as those levels of service to be achieved as capital facilities and resources are funded, deployed, and staffed. Baseline levels of service represent the actual performance achieved over the previous 5-years. PSF’s goal of capital planning is to close the gap between baseline and benchmark performance. The CPSE annually reviews PSF’s baseline performance to assure progress toward achieving benchmark expectations. Failure to progressively improve toward benchmark expectations can lead to loss of accredited agency status.

The gap between the two performance standards (benchmark and baseline) should close as funding becomes available to implement the capital needs identified in the 2014 – 2033 PSF Master Capital Plan and this 2020 – 2025 six-year update of that Plan. Operational funding of additional staff is also required to close the resource gap. Where additional response stations and apparatus are required, PSF must also fund the annual operational cost of additional firefighters and support staff.

5.4 Components of Response Performance
There are three measured components of “Total Response Time” and one currently unmeasured component as described below:

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5 See section 5 and of the Puget Sound Regional Fire Authority Mitigation and Level of Service Policy for additional detail and consequences of long response times.
5.4.1 Alarm Handling Time
Alarm handling is completed at Valley Communications Center, the public safety answering point (PSAP) agency available to PSF. Alarm handling is the total time elapsed from the pick-up of a 911 call until enough information is collected to dispatch appropriate resources.

5.4.2 Turnout Time
Turnout refers to the total time it takes firefighters to discontinue their current task, assess dispatch information, don appropriate personal protective gear, and become safely seat-belted in the response apparatus and ready to begin their response. Turnout time ends and drive time begins when the response vehicle begins to move.

5.4.3 Drive Time
Drive time begins when the response vehicle's wheels begin to roll and ends once the response vehicle arrives at the curbside address of the dispatched incident. When added together, alarm handling plus turnout plus drive time equals total response time.

5.4.4 At Patient Side or Water on Fire
Currently, the time it takes to move from curbside at the given address to the location of the patient requiring assistance, or the time it takes to setup for firefighting operations until first water is applied to a fire is not tracked. Technology to track this critical time is just now becoming available.

5.5 Deployment and Performance Measures of Response Resources
The performance measure directly in PSF’s control is the “Dispatch to Arrival Interval” and consists of “Turnout time + Drive time”. This measure assesses response time performance against two deployment practices, distribution and concentration.

5.5.1 Distribution
Distribution refers to how fire stations and resources are distributed around a service area to achieve defined levels of service goals for first units to arrive. Distribution can be referred to as the “speed of attack” or the first unit to arrive. Achievements of first unit arrival time objectives indicate that fire stations are properly distributed throughout the service area.

5.5.1.1 Distribution / First unit to arrive - Service Capabilities:
The first unit arriving at the scene of an emergency staffed with a minimum of 2 firefighters on an Aid Car, or 3 firefighters on an Engine, shall be capable of, establishing command, calling for additional resources, extending appropriate hose line(s), and/or beginning delivery of basic life support and/or rescue services. These operations are done in accordance with Department standard operating procedures while providing for the safety of the general public and responders.

5.5.2 Concentration
Concentration refers to the number of resources that can be assembled or “concentrated” at the scene of an emergency. Concentration can be referred to as the “force of attack” or full
first alarm assignment. Concentration resources need to provide the quantity of resources necessary to stop the escalation of an emergency. If an agency cannot distribute and concentrate adequate resources, fire and life loss will be higher when compared to the timely arrival of adequate resources.

5.5.2.1 Concentration / Minimum Effective Response Force
The minimum effective response force (MERF) consists of the arrival of at least 3 apparatus with a minimum of 8 firefighters. The MERF is capable of: establishing command, providing an uninterrupted water supply, advancing an attack line and a backup line for fire control, complying with the Occupational Safety and Health Administration (OSHA) requirements of two-in/two-out for firefighter rescue, completing forcible entry, and searching and rescuing at-risk victims. These operations shall be done in accordance with the Department’s standard operating procedures while providing for the safety of responders and the general public.

5.5.2.2 Concentration / Full first alarm – Service Capabilities:
The full first alarm consists of all the dispatched resources arriving at the scene of an emergency. Depending on incident type, this number can range from 5 personnel for a routine alarm to 28 personnel for a commercial fire. The full first alarm resources shall be capable of: establishing command, providing an uninterrupted water supply, deploying hose lines for fire control and suppression, complying with the two-in/two-out law for firefighter rescue, completing forcible entry, ventilating smoke, controlling utilities, and/or rescuing and treating sick, injured, or at-risk victims. These operations are done in accordance with departmental standard operating procedures while providing for the safety of the general public and responders.

5.6 Benchmark and Baseline Level of Service Objectives:
Table 10 establishes the service level objectives for Alarm Handling, Firefighter Turnout, drive time expectations of distribution (first unit) to arrive. Objectives for additional unit arrival standards are found in PSF’s Standard of Cover Section 6. Benchmark levels of service are targeted for achievement as additional resources identified in this Plan and the Master CFEP are funded, implemented and staffed. Baseline performance objectives are the minimum levels of service PSF is currently capable of achieving and must be maintained or improved to retain status as an “Accredited Agency” through the Center for Public Safety Excellence.

5.6.1 Community Risk Types
Performance expectations have been established for two community risk types: urban and rural. Both benchmark and baseline objectives are shown in Table 10 and Table 11. Urban and rural areas are defined by the Urban Growth Boundary established by King County as shown in Figure 1.

5.6.2 Performance Measured
Washington State’s Chapter 52.33 RCW requires performance measures meaningful to flashover and brain death to be established, performed, and reported at the 90th percentile. If response times of

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6 See section 4.2.1.7 of the 2014-2033 PSF Capital Facilities and Equipment Plan.
100 incidents were stacked from quickest to slowest, the time of the 90th incident is the time used to measure service delivery at 90%.

### 5.6.3 Performance Expectations

The following tables outline the standards adopted by PSF for fire and EMS incidents in the “Urban” and “Rural” service areas by level of risk. Urban standards are shown in Table 10 below, and Rural standards are shown in Table 11 below. Full performance standards for all incident types and risk categories are found in PSF’s 2019 Standard of Cover, Section 6 – “Standards, Goals, and Objectives.”

#### Table 10: Benchmark Level of Service Objectives – Urban Areas

**Urban Service Area:**

- **Low Risk**
  - **Fire**
    - Dispatch (1:10) + Turnout (1:55) + Drive Time (5:35) = 8:40
  - **EMS**
    - Dispatch (1:30) + Turnout (1:45) + Drive Time (10:15) = 13:30

- **Moderate Risk**
  - **Fire**
    - Dispatch (1:10) + Turnout (1:55) + Drive Time (4:35) = 7:40
  - **EMS**
    - Dispatch (1:10) + Turnout (1:45) + Drive Time (4:35) = 7:30

- **High Risk**
  - **Fire**
    - Dispatch (1:10) + Turnout (1:55) + Drive Time (4:35) = 7:40
  - **EMS**
    - Dispatch (1:10) + Turnout (1:45) + Drive Time (4:35) = 7:30

#### Table 11 Benchmark Level of Service Objectives – Rural Service Area

**Rural Service Area:**

- **Low Risk**
  - **Fire**
    - Dispatch (1:10) + Turnout (1:55) + Drive Time (7:35) = 10:00
  - **EMS**
    - Dispatch (1:30) + Turnout (1:45) + Drive Time (13:15) = 16:30

- **Moderate and High Risk**
  - **Fire**
    - Dispatch (1:10) + Turnout (1:55) + Drive Time (6:30) = 9:35
  - **EMS**
    - Dispatch (1:10) + Turnout (1:45) + Drive Time (6:30) = 9:25
5.6.4 Resource Capacity

Finally, resource capacity is evaluated. The fire service refers to this measure as “reliability” and is measured through “unit hour utilization” and the reserve availability of specific response units. If an emergency response unit was in its assigned location 24 hours a day and never called upon for service, it would have a unit hour utilization of 0.00% and reliability of 100%. But, if an emergency response unit is expected to provide a level of service performance at 90%, or 9 times out of every ten requests, that unit must be available or “reliable” for providing service when called upon at least 90% of the time or it will likely fail in its performance expectation. Unit reliability is the best predictor of service capacity of deployed units. As workload or unit hour utilization increases, reliability decreases.

Table 12: Response Unit Reliability Objectives

<table>
<thead>
<tr>
<th>Performance Type</th>
<th>Urban</th>
<th>Suburban</th>
<th>Rural</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Peak Hour Unit Reliability</td>
<td>90%</td>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>
6 PSF Service Level Performance

6.1 Response Performance Findings
Analysis of PSF’s historical response data reveals sub-standard performance compared to benchmark expectations. Several factors contribute to this current sub-standard performance. First, performance cannot be met during peak hours where workload and unit hour utilization is high and unit availability or reliability to its expected standard is low. Second, some areas of PSF simply cannot be reached within the adopted time standards because of excess distance from a fire station or increasing traffic congestion. Finally, latencies in current communications and alerting systems extend firefighter turnout times beyond benchmark standards.

6.1.1 Reliability Measure
Reliability is typically used as an indicator to monitor the need for additional resources. Reliability at or above 95% is considered to be reliable with reserve capacity. This is shown in Table 13 below as “Green.” As reliability falls below 95% (displayed as yellow) it is time to begin planning for the deployment of additional resources to handle the increasing workload. Reliability below 90% (displayed as red) often prevents reliable achievement of response standards. Those units with reliability displayed in red have high unit hour utilization and are considered in resource exhaustion. Resource exhaustion begins to impact surrounding fire station response units when they are unavailable to cover the needs of their home area. As neighboring response units are drawn in to cover for areas in resource exhaustion, a ripple effect spreads outward with the consequence of longer response times as units must travel out of their home area to cover the deficient area. This ripple continues to spread during peak demand hours moving out to other fire stations and often to other jurisdictions.

6.1.2 Reliability & Mutual Aid
The measure to which reliability impacts other jurisdictions is seen in automatic mutual aid balances. Currently PSF maintains a deficit in mutual aid with all but one of its surrounding neighbors because of the need to use more outside resources than can be repaid through services given back to these mutual aid neighbors.

7 See PSF’s 2019 Standard of Cover, Section 6 – Standards, Goals, and Objectives, Tables 35 – 40 for fire and EMS performance from 2014 - 2018
Table 13 Hourly Unit Reliability for the Year 2018

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<tr>
<th></th>
<th>SeaTac</th>
<th>Kent-West</th>
<th>Kent-Central</th>
<th>Kent-East</th>
<th>Covington</th>
<th>Maple Valley</th>
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<td>Hour</td>
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<td>Sta. 46</td>
<td>Sta. 45</td>
<td>Sta. 73</td>
<td>Sta. 71</td>
<td>Sta. 76</td>
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<td>93.66%</td>
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<td>91.68%</td>
<td>91.49%</td>
<td>90.68%</td>
<td>94.29%</td>
<td>92.74%</td>
</tr>
<tr>
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<td>92.39%</td>
<td>91.23%</td>
<td>91.46%</td>
<td>95.42%</td>
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</table>
7 Conclusion of Need for Capital Resources 2020 – 2025

Table 13 identifies the need for additional resource capacity where unit reliability is below 90%. Resource exhaustion to PSF’s response standards occur on a daily basis in most areas of Kent and some areas of Covington and SeaTac. As growth occurs, future reliability is expected to continue its decline for the foreseeable future. This will lead to steadily increasing response times unless strategies for additional resources and the staffing they require can be funded and deployed.

7.1 Planned Capital Funding 2014 – 2033

The 2014 – 2033 PSF Capital Facilities and Equipment Master Plan identified the need for more than $87 million in capital investments to maintain fire service concurrency through 2033. The 2016 6-year plan explored two options to reduce the near-term cost of capital. First, less expensive alternatives to some resources identified in the Master Plan have been chosen. Next, life cycles of apparatus have been modified providing additional re-sale value to apparatus when they are finished serving PSF. These funds can assist in funding new capital reducing the need for new funding. In total, these changes reduced the cost of some of the resources needed in the next 6 years. However, escalating construction costs and inflationary increases have outpaced those savings and increased the overall capital funding need.

The additional cost associated with PSF’s portion of funding construction of 72nd Ave South, and the cost of maintaining the apparatus and equipment transferred from SeaTac and Maple Valley has been added into the total capital costs established in the Master Plan. Combined with the cost saving measures associated with the new apparatus life cycle plan, the current cost of the total 2014 Master Plan has increased from $87.14 million to $107 million in 2019. The largest portion of this increase comes from hard construction costs of needed fire stations.

7.1.1 Planned Capital Purchases 2020 – 2025

Table 14 below identifies the capital expenses to be incurred between 2020 and 2025 based upon the current known priorities and levels of service. Each year this table will be updated to reflect current known priorities and level of service needs.
Table 14: Six Year (2020-2025) Capital Costing

<table>
<thead>
<tr>
<th>6 - Year Cost/Funding Sources for Capital Needs</th>
<th>Cost/Funding Source</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
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<td>Capital Expenses</td>
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<td>$171</td>
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<td>$669</td>
<td>$680</td>
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<td>$4,410</td>
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<td>$77</td>
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<td>$18</td>
<td>$5</td>
<td>$271</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$525</td>
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<tr>
<td>Maple Valley ILA Capital</td>
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<td>$160</td>
<td>$31</td>
<td>$31</td>
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<td>$101</td>
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<td>$427</td>
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<tr>
<td>SeaTac ILA Capital</td>
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<td>$354</td>
<td>$862</td>
<td>$78</td>
<td>$71</td>
<td>$45</td>
<td>$58</td>
<td>$1,468</td>
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<tr>
<td>Summary of Revenues less Expenses</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td>$6,302</td>
<td>$6,635</td>
<td>$3,236</td>
<td>$2,773</td>
<td>$7,438</td>
<td>$3,552</td>
<td>$29,936</td>
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<tr>
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<td>$6,302</td>
<td>$6,634</td>
<td>$3,236</td>
<td>$2,773</td>
<td>$7,438</td>
<td>$3,552</td>
<td>$29,935</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</tbody>
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7.2 Progress toward Planned Capital Purchases

As a result of the Great Recession and the uncertainty of the economy during that time, PSF delayed some planned equipment purchases between 2014 and 2016 and placed funding toward the new Valley and Benson stations on hold. In 2018, an additional property was purchased for the Benson Station and The Valley Station is now scheduled for completion in 2025. The Benson station is now on schedule for opening in 2028. All asset preservation projects, equipment needs, and apparatus are now scheduled for funding and replacement through 2025.

The 2014 – 2033 Master Capital Plan is funded through 2033 with the following assumptions:

- Annual tax revenue to capital between 2020 – 2033 averages $3.9 million per year
- Impact fee revenue between 2020 – 2033 averages $1.8 million per year

---

8 This plan will be supplemented with a capital summary including impact fee reports for both Covington and Kent, August 2020
Impact fees are established in the PSF Mitigation and Level of Service Policy in Appendix A, using a formula based upon the cost of capital needs and service demand by property type. This policy as well as the annual capital plan cost estimates require annual updates. Total funding needs have increased in this update resulting in an increase in some impact fees displayed in Table 15 below.

Table 15: 2020 Impact Fees

<table>
<thead>
<tr>
<th>Land Use Type</th>
<th>System wide C&amp;E</th>
<th>Res/Com Split</th>
<th>Usage Factor</th>
<th>ERF Factor</th>
<th>New Dev Share</th>
<th>Projected New Units 2014 - 2035</th>
<th>Impact &amp; LOS Contribution Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>$107,808,000</td>
<td>60%</td>
<td>54%</td>
<td>1.13</td>
<td>80%</td>
<td>16,884 living units</td>
<td>$1,870.20</td>
</tr>
<tr>
<td>Multi Family</td>
<td>$107,808,000</td>
<td>60%</td>
<td>46%</td>
<td>1.4</td>
<td>80%</td>
<td>16,884 living units</td>
<td>$1,973.80</td>
</tr>
<tr>
<td>COMM/IND</td>
<td>$107,808,000</td>
<td>40%</td>
<td>23%</td>
<td>2.75</td>
<td>85%</td>
<td>12,500,000 sq ft</td>
<td>$1.85</td>
</tr>
<tr>
<td>HOSP/MED/CIV/SCH/CHUR</td>
<td>$107,808,000</td>
<td>40%</td>
<td>26%</td>
<td>2</td>
<td>95%</td>
<td>12,500,000 sq ft</td>
<td>$1.70</td>
</tr>
<tr>
<td>Sr/ASSISTED CARE</td>
<td>$107,808,000</td>
<td>40%</td>
<td>21%</td>
<td>3</td>
<td>95%</td>
<td>12,500,000 sq ft</td>
<td>$2.06</td>
</tr>
<tr>
<td>SERVICE-hotel/restaurant/etc</td>
<td>$107,808,000</td>
<td>40%</td>
<td>20%</td>
<td>2</td>
<td>95%</td>
<td>12,500,000 sq ft</td>
<td>$1.31</td>
</tr>
</tbody>
</table>
## Appendix 9

### 9.1 Capital Equipment Inventories and Cost Summaries

Table 16 Equipment Inventory

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Quantity</th>
<th>Avg Cost</th>
<th>LifeCycle</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above Ground Fuel Tanks</td>
<td>25-Yrs</td>
<td>$0</td>
<td>25-Yrs</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$20</td>
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<tr>
<td>Ballistic Vests</td>
<td>234</td>
<td>$606</td>
<td>5-Yrs</td>
<td>$24</td>
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<td>$11</td>
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<td>$14</td>
<td>$39</td>
<td>$163</td>
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<tr>
<td>Ballistic Vests-SeaTac</td>
<td>234</td>
<td>$606</td>
<td>5-Yrs</td>
<td>$6</td>
<td>$3</td>
<td>$2</td>
<td>$16</td>
<td>$3</td>
<td>$9</td>
<td>$39</td>
</tr>
<tr>
<td>Ballistic Vests-MV</td>
<td>234</td>
<td>$606</td>
<td>5-Yrs</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$25</td>
<td>$25</td>
<td>$50</td>
</tr>
<tr>
<td>Knox Key Security-RFA</td>
<td></td>
<td>$1,200</td>
<td>5-Yrs</td>
<td>$60</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$60</td>
</tr>
<tr>
<td>Knox Key Security-SeaTac</td>
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<td>$0</td>
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<td>$15</td>
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<td>Knox Key Security-MV</td>
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<td>$1,200</td>
<td>5-Yrs</td>
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<td>$0</td>
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<td>$0</td>
<td>$0</td>
<td>$15</td>
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<td>Power Divider</td>
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<td>$0</td>
<td>$0</td>
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<td>$0</td>
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<td>Emer. Mgt/ECC Coms &amp; Computer Equip</td>
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<td>20-Yrs</td>
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<td>$18</td>
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<td>Hydrant Retrofit (storz connections)</td>
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<td>Fire Hose Nozzles</td>
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<td>15-Yrs</td>
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<td>$0</td>
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<td>$0</td>
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<td>Personal Protective Gear - Fire-RFA</td>
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<td>10-Yrs</td>
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<td>$113</td>
<td>$142</td>
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<td>$31</td>
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<td>10-Yrs</td>
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<td>$35</td>
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<td>$35</td>
<td>$42</td>
<td>$239</td>
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<td>Personal Protective Gear - Haz-Mat</td>
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<td>$0</td>
<td>$0</td>
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<td>Ops Mobile Radios</td>
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<td>10-Yrs</td>
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<td>$45</td>
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| 6-Year Totals                                 | $587     | $450     | $438     | $509  | $733  | $406  | $3,123 |

6-Year Totals in Thousands of 2019 Dollars
Table 17 Information Technology Inventory and Costs

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Qty</th>
<th>Avg Cost</th>
<th>LifeCycle</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>Totals</th>
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<td>$0</td>
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<td>$0</td>
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<td>$0</td>
<td>$38</td>
<td></td>
</tr>
<tr>
<td>Firewall/Nextgen/Web Filter</td>
<td>1</td>
<td>$10,000</td>
<td></td>
<td>$0</td>
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<td>$0</td>
<td>$0</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
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### 9.2 Fixed Facility Construction Projects

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| Totals | $2,928 | $4,088 | $1,069 | $75 | $1,615 | $0 | $9,776 |
## Table 23 Apparatus Inventory

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Blessing of the Fire Engines
New Engine 77 (above) and New Engine 47 (below) Blessed and placed into service October 13, 2019
Mitigation & Level of Service Policy
RESOLUTION NO. 157
ADOPTING THE 2019 PUGET SOUND REGIONAL FIRE AUTHORITY
MITIGATION & LEVEL OF SERVICE POLICY

Background:
1. Puget Sound Regional Fire Authority “Puget Sound Fire” has determined, consistent with the
State Growth Management Act, that uncoordinated and unplanned growth poses a threat to the
health, safety, and high quality of life enjoyed by residents of Puget Sound Fire; and
2. Puget Sound Fire is committed to ensuring that Puget Sound Fire facilities and equipment
necessary to support development and growth within Puget Sound Fire are adequate to serve
development at the time development occurs without decreasing current service levels; and
3. Puget Sound Fire is committed to a “concurrency” philosophy to service delivery; meaning
Fire and emergency service capacity must grow concurrently with development; and
4. Puget Sound Fire has adopted level of service policies and response standards; and
5. Puget Sound Fire cannot meet the current level of service standard in Puget Sound Fire; and
6. New development is eliminating the capacity of Puget Sound Fire’s response resources even
further; and
7. Placement of additional Fire stations and/or additional staffed units is the most effective way
to reduce response time and achieve concurrency; and
8. Puget Sound Fire cannot fund the needed facilities and equipment and also provide for the
costs of the operation and maintenance of Puget Sound Fire; and
9. Puget Sound Fire has determined that it is not in the public interest of the residents and property
owners of Puget Sound Fire that development be permitted to occur unless adequate fire and
life safety facilities, equipment, and personnel are provided; and
10. Puget Sound Fire is opposed to additional residential, commercial, or industrial development
within Puget Sound Fire boundaries until Puget Sound Fire can satisfy the need for equipment,
station facilities, and personnel to support the required level of service; and
11. Puget Sound Fire is not opposed to development and desires to work with developers to assure
fire and life safety facilities, equipment, and personnel remain concurrent with development; and
12. Puget Sound Fire desires to provide developers with methods and options to satisfy the
environmental impacts of proposed developments on public safety.
13. Puget Sound Fire initially adopted its Mitigation & Level of Service Contribution Policy to
address the above concerns in 2014.

Resolution: NOW, THEREFORE BE IT RESOLVED by the Governance Board of Puget Sound
Regional Fire Authority as follows:
1. The above recitals are found to be true and correct.
2. The updated 2019 Mitigation & Level of Service Contribution Policy, which is attached
herein, is adopted as a policy of Puget Sound Fire and replaces the previous 2018 version.
3. The 2019 Mitigation & Level of Service Contribution Policy shall serve as a State
Environmental Policy Act “SEPA” policy and as a Growth Management Act “GMA” Policy.
4. Staff and administration shall use the Mitigation & Level of Service Policy for guidance in
resolving SEPA and land use/GMA impacts to fire and life safety. However, should staff
reviewing a project determine that there are specific attributes of a project that make this
policy inadequate or unworkable, staff is also authorized to require additional studies
and/or environmental review and to offer additional options to developers that may fall
outside the scope of this policy.

Adoption: ADOPTED by the Governance Board of PUGET SOUND REGIONAL FIRE
AUTHORITY at an open public meeting of such Board on the 6th day of November 2019, the
following Board Members being present and voting:

[Signatures of Board Members]
Puget Sound Regional Fire Authority
Mitigation and Level of Service Policy

This document was prepared and implemented through the collaboration and work of the following and their associates:

**Fire Chief**
Matthew Morris

**Assistant Chief**
Eric Tomlinson

**Deputy Chiefs**
Mark Jones-Business Administration          Jon Napier-Community Risk Reduction

**Division Chiefs**
Larry Rabel-Planning

**Managers**
Joe Monteil-Chief Financial Officer

**Business Analyst**
Sameer Ahmed

**Planning Engineer**
Kelley Jensen

**Consultant**
Deployment Dynamics Group, LLC

**Citizen’s Advisory Planning Committee**
Margaret Harto-Chair Mike Denbo-Vice Chair
Lew Sellers                        Scott Smith        Judy Huntington        Rudy Gustafson
Mary Kathryn Meyers                Mike Davis         Sam Sullivan

**Governance Board Members**

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<tr>
<td>Margaret Harto</td>
<td></td>
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<td>Les Thomas</td>
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November 6, 2019
This policy has been designed with two distinct purposes in mind, first to inform the lay reader regarding issues critical to maintaining fire service concurrency and second, to provide guidance to Puget Sound Regional Fire Authority’s staff in implementing mitigations necessary for maintaining fire service concurrency within the Puget Sound Regional Fire Authority service area. The basis for impact and level of service contribution fees is derived from the revenues needed to maintain fire service concurrency and are identified in Puget Sound Regional Fire Authority’s 2014–2033 Master Capital Improvement Plan.
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Acronyms

ALS: Advanced Life Support
BLS: Basic Life Support
C&E: Capital and Equipment
CFAI: Commission on Fire Accreditation International
CPSE: Center for Public Safety Excellence
EMS: Emergency Medical Services
ERF: Effective Response Force
GPM: Gallons Per Minute (relates to fire flow)
IAFC: International Association of Fire Chiefs
ICMA: International City/County Management Association
ISO: Insurance Services Office
PSF: Puget Sound Fire Authority
LOS: Level of Service
MERF: Minimum Effective Response Force
NFPA: National Fire Protection Association
PSAP: Public Safety Answering Point
RCW: Revised Code of Washington
SEPA: State Environmental Protection Act
SOC: Standard of Cover
1. Definitions

1.1. **Accreditation**: Refers to the process of obtaining certification of competency and credibility under the guidelines established by the Center for Public Safety Excellence (CPSE).

1.2. **Accredited Agency**: Refers to a fire agency that has undergone an independent, peer review and been recommended for Accredited Agency Status by a team of assessors certified by the Center for Public Safety Excellence. Then, as a result of that review, their case is presented to CPSE's Accreditation Commission, and if found credible by a vote of the Commission, are awarded Accredited Agency status.

1.3. **Adopted**: Refers to the formal action taken by a governing body to accept and put into effect an idea, method or course of action.

1.4. **Alarm**: A signal or message from a person or system indicating the existence of an emergency or other situation requiring an action by an emergency response agency.

1.5. **Alarm Processing Time**: See Section 6.2.

1.6. **Authority Having Jurisdiction**: Refers to the municipal entity having jurisdiction for the enforcement of land-use and related building codes.

1.7. **Apparatus**: Refers to various specialized vehicles such as fire engines, fire trucks, ambulances, etc. that firefighters utilize during emergency responses.

1.8. **Call Stacking/Cascading Failure**: Refers to the occurrence of simultaneous emergency calls. Call stacking occurs when more than one request for emergency assistance occurs within the same fire station service area. When this occurs, the primary response unit cannot answer the second emergency and a second fire unit from the same station must respond or, a fire unit from a fire station farther away responds. See 1.27 – Reliability

1.9. **Chief**: Refers to the Fire Chief of Puget Sound Regional Fire Authority.
1.10. **Concentration:** Refers to the deployment or spacing of multiple fire and rescue resources from within a fire service jurisdiction so that the proper number of resources needed for an effective response force for all types of emergency incidents can arrive at the scene of an emergency within the defined level of service time.

1.11. **Concurrency:** Concurrency refers to the twelfth goal of the Washington State Growth Management Act\(^1\) which requires public facilities and services necessary for public safety to be adequate to serve new development without decreasing current service levels below locally established minimum standards. WAC 365-196-210(7) "Concurrency" means that adequate public facilities are available when the impacts of development occur, or within a specified time thereafter.

1.12. **Deployment:** The strategic assignment and placement of fire agency resources such as fire and EMS companies, fire stations and specific staffing levels for those companies to mitigate community emergency events.

1.13. **Dispatch Time:** See Section 6.2

1.14. **Distribution:** The deployment or “distribution” of fire stations and resources across a fire service jurisdiction so that the adopted first-in drive time standard for fire and rescue resources can be achieved.

1.15. **Drive Time:** The elapsed time needed for an emergency vehicle to travel to a dispatched address. Drive time begins when the wheels of a fire apparatus begin to roll in response to a dispatch and ends when the apparatus is parked at the scene of the dispatched address.

1.16. **Effective Response Force:** Refers to the number of resources and personnel needed to effectively provide fire or emergency medical services capable of mitigating the known risk(s) in the community. The number of resources making up an effective response force varies by type of emergency and level of risk.

1.17. **F-Box or Fire Box:** A geographic area usually a quarter section of land (1/4 - mile square) that is used to define the types, numbers and locations of fire and rescue resources to be dispatched to an emergency. See 1.30 – Response District.

\(^1\) Found in RCW 36.70A.020 and defined in WAC 365-196-210(7)
1.18. **Fire Flow:** The quantity of water available for fire protection purposes in excess of that required for other purposes.

1.19. **Fire Impact Fee:** A fee authorized under Chapter 82.02 RCW that is assessed on new development to pay a proportionate share of the costs associated with maintaining fire service concurrency. Fire Impact fees must be adopted and authorized by the local land use authority.

1.20. **Fire Level of Service Fee:** A fee that is used to mitigate the direct impacts new development has upon fire services inside of a jurisdiction that has not adopted fire impact fees. Fire level of service fees are consistent with the Growth Management Act and applied through the SEPA process or in cooperation with the authority having permitting jurisdiction under RCW 54.18.110 and 82.02.020.

1.21. **Fire Service Concurrency:** See 1.9 – Concurrency.

1.22. **First Due:** See First-in (1.24)

1.23. **First Due Area:** The response area of a jurisdiction that has been assigned to a specific fire station and its emergency response units, generally because of its ability to arrive at the scene of an emergency first compared to other areas of the jurisdiction.

1.24. **First-in:** Refers to the first fire and rescue apparatus to arrive at the scene of an emergency. Distribution performance is a measure of first-in drive time.

1.25. **Fractile Performance:** Refers to the percentile of time a specified performance expectation is achieved. If an emergency response drive time of 5 minutes is the standard, and it is achieved on 82 of 100 responses, the fractile or percentile performance would be 82%.

1.26. **First Full Alarm:** Refers to the number of fire resources and personnel assigned to a specific alarm type that is capable of assembling a large enough response force to be effective in mitigating the specific alarm type.

1.27. **Impact:** Refers to the drain on the capacity of emergency response resources and their ability to maintain levels of service standards.
1.28. **Level of Service:** Level of service (LOS) refers to PSF’s adopted response time and performance expectations. Level of service expectations are established in PSF’s Standards of Cover document.

1.29. **NFPA Standards:** Codes, standards, recommended practices, and guides developed by the National Fire Protection Association through a consensus development process of the American National Standards Institute for fire protection agencies.

1.30. **Reliability:** Refers to the use of fire resource capacity. For a resource to be reliable, it must be available to answer emergency calls as at least as often as the service expectation placed upon that resource. For instance, if a fire resource is expected to deliver service at the adopted standard 90% of the time, then that resource should be available to respond to an emergency incident from its assigned fire station at least 90% of the time. Reliability levels below the adopted performance expectation indicate resource exhaustion.

1.31. **Resource Exhaustion:** Resource exhaustion occurs when the demand for service placed upon a fire service resource is so great, that its fractile reliability begins to fall below the adopted level of service for that resource resulting in the need for resources from fire stations farther away to respond in place of the resource experiencing exhaustion. Resource exhaustion results in longer and longer response times unless additional resources are added to the fire station serving that area to create more capacity.

1.32. **Response:** Response refers to the movement of firefighters and fully equipped fire apparatus to the scene of an emergency request for fire or emergency medical services. The request for response is generally issued through Valley Communications Center, the 9-1-1 answering point for PSF.

1.33. **Response District:** Refers to the defined geographic area, generally a quarter mile square, used to determine the closest response resources to be assigned to an emergency within that response district. See 1.14 F-Box or Fire Box.
1.34. **Risk**: Refers to the exposure or probability of injury or loss.

1.34.1. **Low Risk**: A risk category where a low level and consequence of injury or loss is probable to occur.

1.34.2. **Moderate Risk**: A risk category where a moderate level and consequence of injury or loss is probable to occur.

1.34.3. **High Risk**: A risk category where a high level and consequence of injury or loss is probable.

1.35. **Standard(s) of Cover**: Refers to the in-depth process developed by the Center for Public Safety Excellence for the strategic planning of fire resource deployment capable of meeting community risks. Standard of Cover is the “Standard” to which the fire department will deliver service based upon community descriptions and the risks within those community types. See Section 7.2.

1.36. **Total Response Time**: The time interval from the receipt of a 911 call at a public safety answering point to when response unit(s) arrive at the scene of an emergency. Total response time is made up of three components, alarm processing time plus turnout time plus drive time.

1.37. **Turnout Time**: See Section 6.2
2. Policy Statement

2.1. It is the policy of Puget Sound Regional Fire Authority (PSF) to participate in the orderly growth of the community and to maintain concurrency\(^2\) of fire and life safety services as the community grows. Concurrency describes the goal of service capacity of PSF growing with or staying concurrent with the impacts of development occurring within the service area. PSF recognizes that regional economic vitality depends upon orderly growth and supports community growth through development and is not opposed to new development.

2.2. However, new development and the population increase that comes with new development has a direct impact on the ability of PSF to maintain adopted levels of service and adequate public safety concurrently with development. Consequently, PSF opposes the negative impacts development imposes upon fire service capacity and level of service performance and directs the Fire Chief to utilize the mitigation strategies found within this document to mitigate any and all negative impacts of development that threaten concurrency by reducing service capacity below the benchmark level of service standards adopted herein.

2.2.1. Levels of service standards and service capacity are adopted and defined in PSF’s Standard of Cover document.

2.3. The Fire Chief or their designee, shall cause the evaluation of each development proposed to occur within the service area. The Chief’s evaluation shall identify any adverse impacts that may affect PSF’s ability to maintain adopted benchmark levels of service and the mitigation strategies necessary to maintain concurrency with development. It is the intent of PSF to recognize when adequate service capacity exists and to only impose mitigations that are rational and relational to the impacts of new development upon service capacity.

\(^2\) See Section 1, Concurrency defined
3. Purpose Statement

3.1. The purpose of this policy is to establish guidelines for the implementation of monetary and non-monetary mitigations appropriate to maintaining fire service concurrency within PSF’s emergency response area. It is the intent to utilize the guidelines herein to mitigate the direct impacts of new development upon PSF’s ability to deliver fire and life safety services in accordance with its adopted level of service standards. Further, this policy as prepared shall constitute Growth Management, Impact Fee, SEPA, land subdivision, and building permit policy as adopted by the Governance Board of Puget Sound Regional Fire Authority.

4. Consistency with other Plans and Policies

4.1. To ensure that Puget Sound Regional Fire Authority (PSF) will be able to meet the increasing demand for fire protection services resulting from future development and population growth, this policy utilizes the findings and conclusions of a number of plans and policies including but not limited to; Covington, Kent, King County, Maple Valley and SeaTac Comprehensive Plans and, PSF’s; Capital Facilities Plan, Station Location Analysis, Standard of Cover and annual reports required by Chapter 52.33 RCW.

5. Primary Responsibility of Puget Sound Fire

5.1. The primary responsibility of PSF is the delivery of emergency fire and rescue services. The delivery of these services ideally originates from fire stations located throughout the service area. To provide effective emergency service, firefighters must respond in a minimum amount of time after the incident has been reported and with sufficient resources to initiate meaningful fire, rescue, or emergency medical services.

6. The Importance of Time and Fire Service Performance Measures

6.1. Time and Fire Loss
6.1.1 Time is the critical issue when an emergency is reported. Fire can expand at a rate many times its volume per minute and as a result, quick response is critical for the rescue of occupants and the application of extinguishing agents to minimize loss prior to flashover. The time segment between fire ignition and the start of fire suppression activities has a direct relationship to fire loss.
6.1.2 Time and Patient Survival
The delivery of emergency medical services is also time critical. Survival rates for some types of medical emergencies are dependent upon rapid intervention by trained emergency medical personnel. In most cases, the sooner trained fire or emergency medical rescue personnel arrive, the greater the chance for survival and conservation of property. The importance of time and the critical factors affected by time are discussed in section 6.3.

6.2. Measured Components of Emergency Response

6.2.1. **Alarm processing time**: Amount of time that it takes to receive and process an emergency call. This includes (1) receiving the call, (2) determining what the emergency is, (3) verifying where the emergency is located, (4) determining what resources and fire department units are required to handle the call, and (5) notifying the fire department units that are to respond.

6.2.2. **Turnout time**: The time from when fire department units are first notified of an emergency to the beginning point of response time. This includes discontinuing and securing the activity firefighters were involved in at time of dispatch, traveling by foot to their apparatus, donning appropriate personal protective equipment and taking a seat-belted position on the apparatus to respond.

6.2.3. **Response/Drive time**: The time that begins when the wheels of a response apparatus/vehicle begin to roll in route to an emergency incident and ends when wheels of the response vehicle stop rolling upon arrival at the address of the emergency scene.

6.2.4. **Access time**: Amount of time required for the crew to move from where the apparatus stops at the address of an emergency incident, to where the actual emergency exists. This can include moving to the interior or upper stories of a large building and dealing with any barriers such as locked gates, stairways, elevators, doors or other restrictions that may slow access to the area of the emergency.
6.2.5. **Setup time**

6.2.5.1. **Setup time Fire**: The amount of time required for fire department units to set up, connect hose lines, position ladders, and prepare to extinguish the fire. Setup time includes disembarking the fire apparatus, pulling and placing hose lines, charging hose lines, donning self-contained breathing apparatus, making access or entry into the building, and applying water. The opportunity for saving time during setup is minimal, even for trained personnel.

6.2.5.2. **Setup time EMS**: Setup time also includes the time required for firefighters to deploy lifesaving equipment such as defibrillators, oxygen masks, and/or other rescue tools such as the jaws-of-life.

6.4. **Flashover**

6.4.1. **The term flashover**: Refers to the most dangerous time in fire growth. As a fire grows within a room, its radiant heat is absorbed by the contents of the room heating up the combustible gases and furnishings to their ignition point until finally the entire room bursts into flame, spreading outside of the room involved.
6.4.2. **Measuring the time to flashover:** A function of time and temperature. Fire growth occurs exponentially; that is, fire doubles in size every minute of free burn that is allowed.

6.4.3. **Factors that determine when flashover may occur:** These include the type of fuel, the arrangement of the fuels in the room, room size, and so on. Because these factors vary, the exact time to flashover cannot be predicted, making quick response and rapid-fire attack the best way to control fire, protect life and reduce fire loss.

6.4.4. **Flashover's modern living influence:** Over the past 50 years, fire engineers agree that the replacement of wood and other natural products with plastics and synthetic materials for interior furnishings has resulted in increased fuel loads, higher fire temperatures and decreasing time to flashover, making quick response more important than ever. Flashover can typically occur from less than four 4 to beyond 10 minutes after free burning starts depending upon the air or oxygen supply available to the fire.
6.4.5. **Flashover and fire spread can be mitigated.** Figure 2 shows the progression of fire and how some timeframes can be managed by the fire department and some cannot. The elapsed time from fire ignition to fire reporting varies but can be indirectly managed using remotely monitored fire alarm and suppression systems to help mitigate the growth of fire. These systems can automatically report the presence of a fire to a public safety answering point (PSAP) or 9-1-1 center. In a perfect world, all structures would be equipped with a monitored fire alarm and automatic fire sprinkler system to help reduce dispatch time and speed the arrival of fire department resources allowing firefighters to arrive at the scene when fires are smaller and more controllable.
6.4.6. **Significance of automatic fire sprinklers**: As the above exhibit illustrates, properly maintained and functioning fire sprinkler systems in both residential, and commercial occupancies will activate to help control a fire long before the arrival of firefighting resources. Automatic fire sprinklers can control fire and buy firefighters significant time toward saving lives and minimizing loss from fire. In PSF’s case, there are often too few resources available to supply a full first alarm and the effective response force resources required for a structure fire. As a result, it is typical for structure fire responses to be supplemented with mutual aid companies from other jurisdictions or volunteer resources that take much longer to arrive, limiting PSF’s overall ability to control larger fires.
6.5. Consequences of Flashover

6.5.1. **Flashover is deadly**: Once flashover occurs, it is no longer possible for survival in the room of flashover. Not even firefighters in complete protective gear can survive the intense heat of flashover. A post-flashover fire burns hotter and moves faster, making search and rescue more difficult and riskier in the remainder of the structure. Once flashover occurs more firefighters are needed to deal with the much larger and growing fire problem.

6.5.2. **Firefighting resources should arrive prior to flashover**: Because of the dramatic change in fire conditions post flashover (see Figure 1) all fire based performance standards attempt to place fire resources on scene of a fire prior to flashover.

6.6. Brain Death in a Non-Breathing Patient

6.6.1. **Timely treatment and a non-breathing patient is critical for survival**: The delivery of emergency medical services (EMS) by first responders is also time critical for many types of injuries and events. If a person has a heart attack and cardiopulmonary resuscitation (CPR) is started within four minutes, that person’s chances of leaving the hospital alive are almost four times greater than if they did not receive CPR until after four minutes. Exhibit 3 shows the survival rate for heart attack victims when CPR is available.

![Figure 3: Cardiac Survival Rate](image)

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3 Source: National Fire Protection Association Handbook Volume 19
6.6.2. **Automatic defibrillation increases survival further:** Chances of survival are increased with the intervention of a cardiac defibrillator. All PSF units carry defibrillators. Exhibit 4 shows the survival rate of a heart attack victim with CPR and defibrillation.

6.6.3 **Puget Sound Fire’s “Deadline”:** Between 2000 and 2014, no patient has survived cardiac arrest where the total response time to arrival has exceeded 7 minutes and 34 seconds.

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*Figure 4: Cardiac Survival with CPR and Defibrillation*

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4 Data Source: King County Emergency Medical Services
7. **Recognized Standards for Fire Service Response Performance:**

7.1 **National Fire Protection Association (NFPA) Standard 1710**

7.1.1 **NFPA 1710:** establishes Standards for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments and contains the following time objectives to be performed 90% of the time:

7.1.1.1 Dispatch time: "All communications facilities, equipment, staffing, and operating procedures shall comply with NFPA 1221." NFPA 1221 sets the performance standard for alarm processing to dispatch time at 1-minute (60 seconds) 90 percent of the time.

7.1.1.2 Turnout time:
- Fire based response: 1 minute 20 seconds (80 seconds)
- Medical based response: 1 minute 00 seconds (60 seconds)

7.1.1.3. Fire response/drive time: Four minutes (240 seconds) or less for the arrival of the first arriving engine company at a fire suppression incident and/or eight minutes (480 seconds) or less for the deployment of a full first alarm assignment at a fire suppression incident.

7.1.1.4. Basic life support (BLS) response/drive time: Four minutes (240 seconds) or less for the arrival of a unit with first responder or higher-medical certification capability at an emergency medical incident.

7.1.1.5. Advanced life support (ALS) response/drive time: Eight minutes (480 seconds) or less for the arrival of an advanced life support unit at an emergency medical incident, where the service is provided by the fire department.

7.1.1.6. Total response time: Adding the three separate time segments together, the NFPA expects the following temporal benchmarks to be performed at least 9 out of every 10 times from receipt of a 9-1-1 call to the arrival of fire and EMS resources;

   **Figure 5: NFPA’s Total Response Time Standards (minutes & seconds)**

   - **Fire call**
     - First-in: = (Dispatch =1:00 + Turnout = 1:20 + Drive = 4:00) = 6:20
     - Full alarm: (Dispatch = 1:00 + Turnout = 1:20 + Drive = 8:00) = 10:20

   - **EMS – Basic & Advanced Life Support Services**
     - First-in: = (Dispatch =1:00 + Turnout = 1:00 + Drive = 4:00) = 6:00
     - Full Alarm: = (Dispatch =1:00 + Turnout = 1:00 + Drive = 8:00) = 10:00
7.2 Center for Public Safety Excellence (CPSE) Standard of Cover

7.2.1. **The Center of Public Safety Excellence** is a consortium of the International Association of Fire Chiefs (IAFC), International Association of Fire Fighters (IAFF) the International City/County Management Association (ICMA), the International Code Council (ICC), the Insurance Services Office (ISO) the National Fire Protection Association (NFPA) and the U.S. Fire Administration (USFA). Together this group maintains the Commission on Fire Accreditation International (CFAI) and the criteria for fire departments to achieve Accredited Agency Status. Critical to achieving Accredited Agency Status is an assessment of the fire department's ability to effectively deliver service. To make this assessment, the CFAI has established a methodology for; determining the fire and non-fire risks of a community, assessing the fire department's capability compared to that risk, measuring fire department resource capacity and guidelines for performance standards to assess overall performance of a fire department. The CFAI publishes this methodology in its Standards of Cover manual.

7.2.2 **The term standard of cover:** Refers to the “standard(s)” to which a fire department runs daily operations in order to “cover” the service area of the fire department. The CFAI process for establishing a Standard of Cover has nine parts that are described below with relevant information to PSF:

7.2.2.1. **Existing deployment assessment:** Identifies current inventory of fire stations, apparatus and staffing. PSF’s stations apparatus and staffing are found in PSF’s Capital Improvement and Equipment Plan.

7.2.2.2. **Review of community expectations:** Ultimately, level of service standards are driven by the community. PSF’s standards have been adopted herein and by the Cities of Kent and Covington in their Comprehensive Plans, both have undergone a public review and hearing process. Additionally, Fire District 43 and SeaTac have adopted minimum standards in their contracts for response services with PSF.
7.2.2.3. Community risk assessment: The CPSE requires adoption of benchmark response times for each component (alarm processing, turnout, drive) of response as well as separate benchmarks for both urban and rural deployment. Additionally, benchmarks must be established by type of incident, and category (low, moderate and high) of risk associated the event. PSF has conducted this risk assessment across the 109 square miles of urban and rural areas in its 2019 Standard of Cover document.

7.2.2.4. Critical task analysis and staffing comparison: The CFAI requires staffing standards that are capable of responding and providing adequate personnel to address the risks identified in the community risk assessment.

7.2.2.4.1 PSF’s current staffing and resources alone, are incapable of providing adequate staffing necessary to mitigate the potential response needs of high-risk occupancies.

7.2.2.5. Distribution of Resources: Fire stations should be distributed so that resources deployed from them can provide coverage to the response area within the level of service (LOS) standard established for first-in fire and rescue units. PSF’s Standard of Cover has revealed service areas where current fire station deployment cannot meet adopted service levels.

7.2.2.6. Concentration of Resources: Fire resources should be concentrated near high demand areas and in large enough numbers of equipment and personnel to provide an effective response force with the full first alarm assignment. Because of a lack of resources, PSF often relies on resources from neighboring fire departments to assemble an effective response force.

Because of a lack of resources, PSF often relies on resources from neighboring fire departments to assemble an effective response force.
7.2.2.7. Capacity Analysis/Reliability: To achieve adopted performance standards, resources must be available or “reliable” at least as often as their adopted performance expectation. Historic reliability below the adopted performance standard places the service area in “Resource Exhaustion” and creates call stacking and simultaneous calls within a specific service area.

PSF is currently experiencing resource exhaustion at Stations 45, 71, 72, 73, 74 and 77 where reliability is below 90% during peak demand hours.

7.2.2.8. Historical response effectiveness studies: The percentage of compliance the existing response system delivers based on current LOS.

7.2.2.9. Overall Evaluation and Plan: Identifies performance issues, and strategies toward sustaining service levels and achieving benchmark performance.

7.2.3. Prevention and mitigation: The CPSE does recognize the cost of providing fire services needs to be balanced to individual communities and therefore they emphasize the need for mitigation. Fire prevention, risk reduction, education, and code enforcement along with mitigation policies are encouraged. Prevention and mitigation efforts directly impact the level of safety for responding firefighters and the public. Using analysis of risk and looking at what strategic mitigations can be implemented may not only prevent the incident from occurring but may also minimize the severity when and if the incident occurs.
7.2.4. **CPSE Standard**: The CPSE requires both temporal and staffing capability standards to assure timely arrival with adequate capability to address existing risk. Following is an example of the CPSE standard requirement:

"For 90 percent of all moderate and high-risk structure fires the departments total benchmark response time, from the receipt of the 911 call in the secondary public safety answering point (PSAP) to the arrival of the first-due unit, staffed with at least two firefighters arriving on an aid car or three firefighters arriving on an engine or ladder truck shall be: 7 minutes 40 seconds in urban areas and 9 minutes 35 seconds in rural areas. The first-due unit for all risk levels shall be capable of: providing incident size up, initiating command, and requesting additional resources. If arriving on a fire engine, the first-due unit shall be capable of providing 500 gallons of water and 1,500 gallons per minute (gpm) pumping capacity; establishing and advancing an attack hose-line flowing a minimum of 150 gpm; or rescuing at-risk victims. These operations are done in accordance with the Department’s standard operating procedures while providing for the safety of responders and the public. (PSF is not currently capable of achieving this standard.)"
8. State and Local Standards

8.1 Washington State Law

8.1.1. Chapter 52.33 RCW requires fire departments with paid staff to establish Level of Service (LOS) policies and performance objectives based on the arrival of first responders with defibrillation equipment prior to brain death and the arrival of adequate fire suppression resources prior to flashover. This law recognizes the NFPA’s Standard 1710 and the Commission on Fire Accreditation International’s (CFAI) Standard of Cover as bases for this statute and requires a 90% performance expectation of the established LOS.

8.2. King County Standards

8.2.1. The King County Comprehensive Plan and Countywide Planning Policies are based on the concept of concurrency and require that adequate facilities and services be available or be made available to serve development as it occurs. The County Comprehensive Plan recognizes the validity of using a response time analysis in determining appropriate service levels and recognizes the central role of fire protection districts and regional fire authorities in providing those services. However, King County has not adopted any fire service response standards.

8.3. City of Covington and Kent Response Standards

8.3.1. The Covington and Kent Comprehensive Plans have adopted the fire service response standards of the Puget Sound Regional Fire Authority.

8.4. Fire District 43 (Maple Valley Fire & Life Safety) City of SeaTac

8.4.1. Fire District 43 and the City of SeaTac have established their own standards through a contract for services with PSF. District 43 and SeaTac response time standards exceed those adopted by PSF in its Standard of Cover.
8.5. PSF’s Standard of Cover

8.5.1. PSF maintains a “Standard of Cover” document as part of their accreditation process through the Center for Public Safety. The Standard of Cover is the “Standard” or Level of Service (LOS) to which the fire department will deliver services to the community. Performance below benchmark standards can contribute to unnecessary property and life loss. The continuum of time of fire service performance to adopted level of service standard includes three main components measured at the 90th percentile (9 out of 10 times) of performance:

- 8.5.1.1. Dispatch time: The time interval from when a 9-1-1 call is answered and appropriate resources dispatched through alerts to firefighters.

- 8.5.1.2. Turnout time: The time interval that begins when audible or visual notification is received by firefighters from the 9-1-1 center and ends when firefighters have donned appropriate protective equipment and safely seat-belted themselves in their response vehicle ready to drive.

- 8.5.1.3. Travel time: The time interval that begins when a response unit begins to move in route to the emergency incident location and ends when the unit arrives at the addressed location or, at the entryway to the addressed complex.
8.5.1.3.1. First unit arrival objectives: 90% performance expectation.

Figure 6: PSFA First Unit Arrival Service Standard-Urban Areas

- **Urban Service Area:**
  - Low Risk
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (5:35) = 8:40
    - **EMS**
      - Dispatch (1:30) + Turnout (1:45) + Drive Time (10:15) = 13:30
  - Moderate Risk
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (4:35) = 7:40
    - **EMS**
      - Dispatch (1:10) + Turnout (1:45) + Drive Time (4:35) = 7:30
  - High Risk
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (4:35) = 7:40
    - **EMS**
      - Dispatch (1:10) + Turnout (1:45) + Drive Time (4:35) = 7:30

Figure 7: PSFA First Unit Arrival Service Standard-Rural Areas

- **Rural Service Area:**
  - Low Risk
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (7:35) = 10:00
    - **EMS**
      - Dispatch (1:30) + Turnout (1:45) + Drive Time (13:15) = 16:30
  - Moderate and High Risk
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (6:30) = 9:35
    - **EMS**
      - Dispatch (1:10) + Turnout (1:45) + Drive Time (6:30) = 9:25
8.5.1.3.2. Fire minimum effective response force arrival objectives: (First three units) 90% performance expectation.

Figure 8: PSFA Minimum Effective Response Force Standard

- **Urban Service Area:**
  - Moderate and High Risk
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (6:45) = 9:50

- **Rural Service Area:**
  - Moderate and High Risk
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (8:40) = 11:45
8.5.1.3.3. Full first alarm arrival objectives: 90% performance

Figure 9: PSFA Full First Alarm Response Force Standard

- **Urban Service Area:**

  - **Low Risk**
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (7:55) = 10:00
    - **EMS**
      - Dispatch (1:30) + Turnout (1:45) + Drive Time (8:35) = 11:50

  - **Moderate Risk**
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (12:55) = 16:00
    - **EMS**
      - Dispatch (1:10) + Turnout (1:45) + Drive Time (6:20) = 9:15

  - **High Risk**
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (17:35) = 20:40
    - **EMS**
      - Dispatch (1:10) + Turnout (1:45) + Drive Time (6:20) = 9:15

- **Rural Service Area:**

  - **Low Risk**
    - **Fire**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (9:55) = 12:00
    - **EMS**
      - Dispatch (1:30) + Turnout (1:45) + Drive Time (13:05) = 16:20

  - **Moderate Risk**
    - **Fire – Hydrant Supply**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (14:55) = 18:00
    - **Fire – Tender Supply**
      - Dispatch (1:10) + Turnout (1:55) + Drive Time (15:55) = 19:00
    - **EMS**
      - Dispatch (1:10) + Turnout (1:45) + Drive Time (8:20) = 11:15

  - **High Risk**
    - **EMS**
      - Dispatch (1:10) + Turnout (1:45) + Drive Time (8:20) = 11:15
8.5.2 Reliability is a measure of resource capacity. For a resource to be reliable, it must be available to answer emergency calls as least as often as the service expectation placed upon that resource. For instance, if a fire resource is expected to deliver service at the adopted standard 90% of the time, then that resource should be available to respond to an emergency incident from its assigned fire station at least 90% of the time. Reliability levels below the adopted performance expectation indicate resource exhaustion.

Figure 10: PSF Reliability Objectives

<table>
<thead>
<tr>
<th>Minimum Reliability Objectives</th>
<th>Urban</th>
<th>Suburban</th>
<th>Rural</th>
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9. **Local Restriction on Level of Service**

9.1. **PSF Standards Assessment:** PSF has assessed its ability to deliver service in compliance with established national standards finding that current deployment will not allow the department to meet recognized standards. As a result of the level of service analysis, PSF has completed a fire station deployment study with a focus on determining the optimum station location and resource deployment necessary to achieve effective response times. This study has considered the National Fire Protection Association’s Standard 1710, the Center for Public Safety Excellence’s (CPSE) Standard of Coverage recommendations and Chapter 52.33 RCW in establishing standards for emergency response. Resources required to close the gap between current performance and adopted benchmark levels of service are identified in the 2014-2033 Master Capital Facility and Equipment Plan and its subsequent annual 6-year updates.

9.2. Because of resource limitations and budget restrictions, PSF has adopted level of service standards that exceed the benchmark standards established by NFPA 1710, the CPSE and the guidelines of Chapter 52.33 by as much as 6 minutes.
10. Need for Mitigation of Development Impacts

10.1 Substandard performance: PSF’s current fire system performance falls short of national standards. Any additional impacts posed by new development will further erode PSF’s ability to deliver service at adopted standards.

10.1.1. Auto Aid: PSF must rely on resources from neighboring fire departments to assemble an effective response force.

10.1.2. Resource exhaustion: PSF is currently experiencing resource exhaustion at Stations 45, 71, 72, 73, 74, and 77 where reliability is below 90% during peak demand hours.

10.1.3. Service Standards: PSF has had to adopt level of service standards that exceed benchmark standards established by NFPA 1710, and the guidelines of Chapter 52.33 by as much as 6 minutes.

10.2. Revenue restrictions: Washington’s limit on annual tax collections (101% of the previous year) has eroded PSF’s ability to keep up with growth and inflation. The annual levy rate which began at $1.00 per thousand dollars of assessed value in 2011, was reduced to less than $0.71 in 2019. This declining levy rate and, greater than one percent inflation has compounded recovery from the lingering effects of the great recession. This has resulted in reductions in purchasing power; staff reductions or delays in hiring, and delays in equipment replacements within PSF. Since 2011 funding of capital replacement programs was reduced in favor of meeting increasing operating expense due to new community growth and inflation. This has led to underfunding the 2014 to 2033 capital plan timeline for additional resources. In August of 2019 voters approved PSF’s request to restore its tax levy to $1.00 per thousand of assessed value beginning in the 2020 tax year. Restoration of the levy is hoped to assist in better funding the capital needs of PSF.

10.3. Conclusion: Unless new development can mitigate their impacts to the PSF fire service system in accordance with this policy, PSF must oppose each and every development occurring within PSF service area.
11. Determining Development Impacts

11.1. Concepts of Fire Service Capacity and Cascading Failure:

11.1.1 The deployment of fire and life safety resources such as fire engines and emergency medical vehicles is geographically based through planned selection of fire station locations. Fire station locations must be carefully chosen to allow the resource(s) deployed from these locations to reach all portions of the assigned service area within a time frame capable of providing successful outcomes for critically injured or non-breathing patients and, to prevent flashover and minimize life and property loss during a structure fire.

11.1.2 This type of geographic deployment depends on the availability of the resources assigned to that fire station location. System failure begins to occur when the demand for these resources is increased to a point where simultaneous requests for a resource begins to commonly occur as a result of exceeding the capacity of that resource. When service demand exceeds a single resource fire station’s capacity, a resource from a fire station further away must respond in its place. The result of this situation is often referred to as cascading failure. The failure of one resource to be available to answer emergency calls cascades to the next closest fire station resource, leaving two service areas unprotected when the covering resource vacates its assigned area to make up for lack of capacity of the failing resource area. This effect continues to cascade out with a ripple effect to yet other fire stations and jurisdictions.

11.1.3 Cascading failure causes longer drive times to reach emergency scenes and as a result, it is less likely that those resources can positively affect the negative outcomes of flashover and brain death.

11.1.4 The solution to cascading failure is the addition of service capacity to the area experiencing substandard reliability. The deployment of additional fire resources results in considerable expense to a community; therefore, a delicate balance must be maintained to use but not exceed the service capacity of resources.

11.1.5 The Center for Public Safety Excellence refers to a fire resource’s capacity in their Standards of Cover guidelines, in terms of level of “reliability” of a fire resource. If a resource is available at least as often as the expected performance expectation, it is considered reliable.

11.1.6 PSF’s ability to meet its response time standards is directly affected by resource reliability.
Figure 11: Reliability Chart

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11.2. Components of Response:

11.2.1. PSF measures the direct impact of an individual development on system performance by determining the development’s impact on service capacity and fire department response times. PSF tracks three primary performance measures.

- 11.2.1.1. First is the arrival time of the initial arriving “first-in” or distribution resource.

- 11.2.1.2. Second is the arrival of all the first three units for fire incidents. These first three units are referred to as the “Minimum Effective Response Force” (MERF). Data shows these first three units can often hold fires in check but need additional assistance for final extinguishment.

- 11.2.1.3. Third is the arrival of the full first alarm assignment which provides the resources needed to effectively mitigate the emergency incident. This is referred to as the “Effective Response Force” (ERF) or concentration resources. An initial arriving resource can begin to render aid or perform other necessary tasks as a component of the ERF but cannot resolve the incident alone. An ERF for life threatening medical calls require two or more fire resources and a structure fire requires five or more fire resources. The additional resources of the MERF and ERF must respond from greater distances than the first-in resource therefore the first-in, MERF, and ERF have separate performance expectations.
11.3 Effect of Development on Fire System Performance:

11.3.1. Each new development uses service capacity affecting the reliability and the temporal performance of fire service resources. Where service capacity exists to accommodate the impacts of new development, mitigations should be reduced accordingly to allow new development credit for the existing capacity. However, service capacity or resource reliability must be carefully measured to assess the reliability and response performance of both first-in and full first alarm (ERF) resources.

11.3.2. It is important to understand whether a new development is placed nearer to, or farther from a fire station, its use of service capacity will have a negative effect on the fire service systems performance. Therefore, the mitigation necessary to maintain fire service concurrency is not dependent on geographical location within a fire stations service area, but on the fact that each development consumes service capacity negatively affecting reliability and response performance. Those developing property away from existing fire stations directly impact the system because they are using capacity that would otherwise serve development close to existing fire stations. As close-in properties develop, they in turn, directly impact the system by reducing resource reliability for those developments that are more distant.
11.4. Mitigation Actions Required:

11.4.1. PSF’s limited funding and resources has caused the need to adopt standards that establish levels of service below nationally recognized benchmark standards. As a result, all new development has a direct impact on PSF’s service capacity.

11.4.2. When system inadequacies exist, the impact of each new development will have an unacceptable direct impact on PSF’s ability to provide service. Each new development shall be reviewed to determine whether it will further impact the following identified service deficiencies. Mitigation shall be required if any one or more of the following performance deficiencies exist within the response district (typically a quarter section) of the proposed development:

- 11.4.2.1. Historical performance data shows arrival time for first-in unit response times exceed the adopted Level of Service standard.
- 11.4.2.2. Historical performance data shows arrival time of minimum effective response forces (MERF) or full first alarm (effective response force ERF) units exceed the adopted Level of Service standard.
- 11.4.2.3. Historical performance data shows reliability of first in units is equal to or less than the adopted standard (90%) during peak demand hours.
- 11.4.2.4. Historical performance data shows reliability of the assigned MERF or ERF resources is equal to or less than the adopted standard (90%) during peak demand hours.
- 11.4.2.5. Historical data shows evidence that one or more mutual-aid company has been consistently relied upon to provide an effective response force to the area of proposed development.
- 11.4.2.6. Less than 1,500 gallons of fire flow is available when any structure to structure spacing is less than 15 feet from any part of another structure.
11.5. Mitigation Options: Residential, Commercial and Regional Commercial

11.5.1. PSF staff may utilize the options listed below and/or any state or locally adopted building code set, and any NFPA or other recognized standard to mitigate the impacts of new development upon the ability of PSF to deliver adopted levels of service.

11.5.2. Acceptable mitigations shall appropriately address risk of the residential, commercial, or regional commercial development and may include, but not be limited to one or more of the following options to achieve concurrency:

11.5.2.1. Installation of automatic fire sprinkler systems to provide onsite fire control until PSF response units can arrive on scene. All automatic fire sprinkler systems shall comply with NFPA 13.

11.5.2.1.1. Exception: Partial flow through or multi-purpose or, water mist fire protection systems may be allowed in one and two-family structures upon approval of the Fire Marshal representing the authority having jurisdiction.

11.5.2.2. Installation of monitored alarm and alerting systems to provide early alerting to PSF.

11.5.2.3. Installation of fire walls or other building separations to reduce fire flow and/or firefighting resource requirements.

11.5.2.4. Use of alternate construction materials or design to reduce chance of fire spread between structures and aid in rescue operations.

11.5.2.5. Installation of systems or features that assist evacuation and sheltering in place.

11.5.2.5.1. Design and installation of areas of refuge in multi-story stairwells.

11.5.2.5.2. Installation of a central fire department lobby control with intercom systems in taller high-risk (multi-family housing) buildings to assist evacuation and sheltering in place.

11.5.2.6. Addition of access enhancements such as secondary access points, fire lanes, ambulance parking spaces etc.
11.5.2.7. Installation of incident reduction features such as grab bars in senior and disabled housing units.

11.5.2.8. Installation of monitored medical alarms.

11.5.2.9. Installation of alarm monitored defibrillators in public areas of multi-family housing, places of assembly, and public buildings.

11.5.2.10. Impact Fees.

11.5.2.11. Level of Service Fees.

11.5.3. Selected mitigation measures should be relational to the risk imposed by the development and its use. Time is the critical issue in the delivery of emergency fire and medical services. Mitigation measures should be appropriate and adequate to achieve a level of public safety that would be equivalent to PSF’s achievement of response time standards within a reasonable, six-year period.
12. **Developer Agreements**

12.1. Developer agreements may be required for all developments occurring within PSF service area when impact or level of service fees alone, do not adequately mitigate the risk of the new development or ensure concurrency. When determined by the Chief or his designee, PSF and the development applicant shall enter into a mitigation agreement that clearly identifies all mitigation necessary to maintain fire service concurrency.

12.2. **Basis for Calculating Impact and Level of Service Fees (Appendix A):**

12.2.1. **Boundaries:** As a point of reference, PSF boundaries and resources deployed within those boundaries shall be used to determine the service capacity according to PSF’s adopted response time standards. This policy shall be applied to all or administratively defined areas within the boundaries of PSF.

12.2.2. **Property Categories:** Properties are grouped by three basic categories, residential, commercial and regional commercial.

12.2.2.1. Residential properties shall include both single family and multifamily units.

12.2.2.2. Commercial property shall be those property uses that would otherwise be classified as industrial, business, retail sales and services, wholesale sales, storage, assisted care facilities, churches and medical facilities.

12.2.2.3. A “regional commercial” designation may be applied to commercial properties when by design, location, and business plan is intended to serve a regional largely non-resident population. Regional commercial designations are likely to occur near regional transportation, shopping and entertainment centers, places of assembly, and will produce fire service impacts that are much higher than like properties in other areas serving resident populations.

12.2.3. **Capital Improvements:** PSF’s Capital Facilities and Equipment Plan identifies the resources and revenue needed to provide adequate service and maintain public health and safety over a 20-year planning cycle. Each year an updated Six Year Capital Plan shall be adopted to provide current levels of service and provide the basis for updating construction and equipment costs and impact and level of service fees.

12.2.4. **Fire Department Service Demand:** Past demand for fire department services to property categories identified above, shall be used to predict future service level demand to those proposed property types. The percentage of service use by new development and its impact on PSF Service Levels shall be used to determine appropriate and relational contributions for each property type (see Appendix A, Res/Com Split). Needed
expenditures for capital improvements identified in PSF’s Capital Facilities and Equipment Plan will be the basis for determining the construction and equipment costs (C&E) which are used in calculating impact fees and level of service contributions.

12.2.5. **Usage Factor:** The specific use of fire services by land use category. Use factors are based on actual incident rates. (see appendix A)

12.2.6. **ERF (Effective Response Force) Factor:** The minimum amount of staffing and equipment that must reach a specific emergency location within the maximum adopted level of service time capable of fire suppression, EMS and/or another incident mitigation.

12.2.7. **New Development Share:** That portion of C&E to be paid for by new development. New Development share is used to assure that new development pays only for improvements related to growth and maintenance of fire service concurrency.

12.2.8. **Projected Development:** The 20-year growth projections found in PSF’s Capital Facilities and Equipment Plan will be the basis for PSF calculations of future dwelling units and future square-footage of commercially developed properties.
13. Mitigation Methodology and Fee Application:

13.1. New Development Assessment: PSF shall pursue all appropriate mitigations necessary to maintain public safety and fire service concurrency through the provisions provided by the Growth Management Act (GMA), State Environmental Protection Act (SEPA), Washington State subdivision codes, and the adopted land use regulations in the authority having jurisdiction.

13.1.1. Impact Fees & Mitigations

13.1.1.1. In areas where fire service impact fees have been adopted in support of PSF by the authority having jurisdiction to permit building and land uses, each new proposed development will have a capacity analysis completed to determine the system wide impacts the proposed development will have on fire concurrency within PSF service area.

13.1.1.2. System impacts will be assessed utilizing PSF’s Mitigation Assessment Worksheet or software. (See Appendix D).

13.1.1.3. Impact fees will be calculated and determined through a capacity analysis (Appendix B or C) and applying the appropriate formula found in Appendix A.

13.1.1.4. PSF staff will determine appropriate non-fee mitigations that may be necessary in addition to impact fees to provide for adequate built-in protection or mitigations necessary for fire service concurrency to the proposed development.

13.1.1.5. PSF staff shall consider developer submitted alternate mitigations and fee amounts presented in a study that provides acceptable alternatives to the mitigations found in this policy.
13.1.2. **Level of Service Fees & Mitigations**

13.1.2.1. In areas where fire service impact fees have not been adopted in support of PSF by the authority having jurisdiction to permit building and land uses, each new development when proposed, and upon notice of application, shall have their direct impacts assessed and their appropriate mitigation options determined.

13.1.2.3. Direct impacts shall be assessed and mitigations determined by utilizing PSFs Mitigation Assessment Worksheet. (See Appendix D)

13.1.2.4. Appropriate Level of Service Contribution fees will be calculated and determined by applying the formula found in Appendix A.

13.1.3. **Impact and Level of Service Fee Reduction:**

13.1.3.1. Where automatic fire sprinklers are *voluntarily* installed in single family residential occupancies in compliance with RCW 82.02.100 a reduced fee equal to 70% of the impact or level of service fee shall serve to mitigate the costs of needed EMS and rescue resources. Additional reductions shall be applied as identified on PSF Service Capacity Analysis worksheet in Appendix B.
13.1.4. Determination of fee – Adjustments – Exception - Appeals

The fee shall be determined through a capacity analysis to determine the service capacity credits to be applied to the base fees as outlined in Appendix – A.

The developer may be entitled to a credit for the value of any dedication of land for, improvements to, or new construction of any system improvement provided by the developer to fire protection facilities identified in the PSF Capital Plan.

The standard impact or level of service fee may be adjusted in one of the following circumstances:

The developer demonstrates that the impact fee was improperly calculated; or,

Where unusual circumstances are identified by the land use authority having jurisdiction, the developer or PSF staff, the fee may be adjusted in specific cases to ensure that impact fees are imposed fairly. Adjustments will be determined jointly by the director for the land use authority having jurisdiction and PSF's designee.

In cases where a developer requests an independent fee calculation, adjustment exception or a credit pursuant to RCW 82.02.060(6), PSF’s designee will consult with the director for the land use authority having jurisdiction prior to making the final fee determination.

A developer may provide studies and data to demonstrate that any factor used by PSF may not be appropriately applied to the development proposal.

Any appeal about fee amounts shall follow the process for the appeal of the development application in the authority having jurisdiction for land use approval.

Impact fees may be paid under protest to obtain a building permit or a manufactured home permit.
13.1.5. **Fee Collection Policy:**

13.1.5.1. Payment of impact fees shall comply with the guidelines of chapter 82.02 RCW, applicable implementing city/county codes, and will be collected by the jurisdiction having authority at time of permitting, or as defined by a required development agreement. Impact or level of service fees shall be based on the most recently adopted formula and fees. Any fees paid later than required shall be subject to interest at a rate of one (1) percent per month.

13.1.5.2. All impact fees collected by the authority having jurisdiction shall be held in separate account, transferred to PSF with interest, where they shall be held in a reserve account used to fund PSF’s Capital Improvement Plan. If impact fees are not utilized within ten years of receipt, a refund will be issued to the developer with interest.

13.1.5.3. All level of service fees collected, shall be held by PSF in a reserve account used to fund PSF’s Capital Improvement Plan. If a level of service fees is not utilized within five years of receipt, a refund will be issued to the developer with interest.

13.1.6. **Multi-Family common space credit:**

13.1.6.1. Each MF dwelling unit shall be credited 50 square feet toward common spaces (not including commercial spaces) in other parts of residential portions of the structure. Total common spaces within the residential portion of the structure exceeding the sum of 50 square feet times the number of total dwelling units shall be assessed the per square foot fee identified in Appendix A for Commercial/Industrial properties for each square foot of common space exceeding the credited amount.

13.1.6.2. Common space credits per dwelling unit shall not apply to mixed use developments where separate commercial and parking spaces are not part of the common living areas of the multi-family space.
13.1.7. **Fee Exempt Properties:**

13.1.7.1. Shelters or dwelling units for temporary placement, which provide housing to persons on a temporary basis not exceeding two weeks.

13.1.7.2. Rebuilding or remodeling of a legally established structure destroyed or damaged by fire, flood, explosion, act of nature or other accident or catastrophe; provided, that a building permit for the rebuilding or remodeling is issued within one year after such damage or destruction occurs. The exemption shall not apply to any additional structure or expansion of the original square footage that is proposed to be built on the same tax parcel on which the structure that was damaged or destroyed is being rebuilt or remodeled.

13.1.7.3. Projects in which existing dwelling units are converted into condominium ownership and where no new dwelling units are created.

13.1.7.4. Any development activity that is exempt from the payment of an impact fee pursuant to RCW 82.02.100(1), as amended.

13.1.7.5. Any development activity for which fire impacts have been mitigated pursuant to a voluntary agreement entered into with PSF to pay fees, dedicate land or construct or improve fire facilities; provided, that the agreement predates the effective date of impact fee imposition.

13.1.7.6. Any development of 200 square feet or less that does not use or store hazardous materials that would create a life safety risk.

13.1.7.7. Alterations of an existing nonresidential structure that does not expand the useable space and that does not involve a change in use.

13.1.7.8. Demolition of or moving an existing structure within PSF from one site to another.

13.1.7.9. Miscellaneous improvements that do not create additional demands and need for fire protection facilities, including, but not limited to, fences, walls, swimming pools, and signs.

13.1.7.10. Alteration or expansion of or remodeling of an existing dwelling or structure where the use is not changed.
13.1.7.11. Construction of an accessory dwelling unit on a parcel with an existing single-family dwelling unit; provided however, that this shall only exempt the construction from two-thirds of the normal residential impact fee that would otherwise apply.

13.1.7.12. Pursuant to RCW 82.02.100(2), where automatic fire sprinklers are voluntarily installed in single family residential occupancies, a reduced fee equal to 70% of the impact or level of service fee shall serve to mitigate the costs of needed EMS and rescue resources.

Existing structures retained and incorporated into a new subdivision of land.

13.1.8. Agreements:

13.1.8.1. All mitigation agreements between PSF and developers shall be recorded as a lien against the property of the proposed development. Upon receipt of payment, PSF will promptly notify the appropriate authority having jurisdiction and remove any encumbrances recorded against the appropriate property.
14. PSF Funding Share

14.1. PSF Funding Participation: There is currently an identified need for additional fire facilities and equipment in PSF related to growth that occurred prior to this policy. Total funding of PSF’s Capital Facilities and Equipment Plan is split between PSF and new development. New development through impact fees or level of service fees shall only be required to fund that share related to new growth. PSF will share in the expense of needed resources as outlined below:

14.1.1. PSF will be directly responsible for the percentage of construction and equipment costs beyond the growth share determined for new development.

14.1.2. PSF will contribute shortages as a result of loss of, or default on collections of impact and level of service fees.

14.1.3. Estimated revenues are never fully realized from development and PSF will need to supplement shortages.

14.1.4. PSF will contribute the actual construction and equipment costs exceeding original estimates.

14.1.5. Payment of unanticipated costs associated with implementing PSF Capital Improvement Plan.

14.1.6. Advancing funds for capital expenses before total collection of impact fee or level of service contributions.

14.1.7. Management of this policy, and the Capital Improvement Plan.
15. Adequate Provisions for Public Safety, Limitations, Intent of Concurrency:

15.1. The safety and welfare of current and future residents of PSF is of paramount concern to PSF. It is recognized that this policy may have limitations and may not provide definitive guidance for effective mitigation of direct development impacts on PSF's service capacity in all cases.

15.2. It is not the intent of this policy to limit PSF’s staff in making decisions outside of this policy where those decisions and mitigation options serve the intent of maintaining concurrency with development and protecting PSF’s service capacity; making rational and relational mitigation requests appropriate to the level of risk, and protecting the safety of the public and firefighters in a fair and consistent manner.

16. Policy Review and Adjustment:

16.1. At least annually, this Policy will be reviewed and amended as necessary. This review will include updates to reflect current level of service capacity. Amendments will be made consistent with the annual revision of the six (6) year Capital Improvement Plan and shall be approved through a resolution of PSF’s Governance Board.
LEVEL OF SERVICE & IMPACT FEE FORMULAS

<table>
<thead>
<tr>
<th>Land Use Type</th>
<th>System wide C&amp;E</th>
<th>Res/Com Split</th>
<th>Usage Factor</th>
<th>ERF Factor</th>
<th>New Dev Share</th>
<th>Projected New Units 2014 - 2035</th>
<th>Impact &amp; LOS Contribution Fee</th>
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</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td>$107,808,000</td>
<td>60%</td>
<td>54%</td>
<td>1.13</td>
<td>80%</td>
<td>16,884 living units</td>
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<td>60%</td>
<td>46%</td>
<td>1.4</td>
<td>80%</td>
<td>16,884 living units</td>
<td>$1,973.80</td>
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<tr>
<td>Commercial</td>
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<tr>
<td>COMM/IND</td>
<td>$107,808,000</td>
<td>40%</td>
<td>23%</td>
<td>2.75</td>
<td>85%</td>
<td>12,500,000 sq ft</td>
<td>$1.85</td>
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<tr>
<td>HOSP/MED/CIV/SCH/CHUR</td>
<td>$107,808,000</td>
<td>40%</td>
<td>26%</td>
<td>2</td>
<td>95%</td>
<td>12,500,000 sq ft</td>
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<td>12,500,000 sq ft</td>
<td>$2.06</td>
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<td>SERVICE-hotel/restaurant/etc</td>
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<td>40%</td>
<td>20%</td>
<td>2</td>
<td>95%</td>
<td>12,500,000 sq ft</td>
<td>$1.31</td>
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</table>

**LOS Formula Definitions**

- **Land Use Type:**
  Defines the land uses types and structure uses that impact and level of service fees are assessed on.

- **System wide C&E:**
  The construction and equipment costs for the 20-year time span of PSF’s Capital Improvement Plan

- **Res/Com Split:**
  Percentage of annual emergency responses by property type; Residential = 65%, Commercial = 35%

- **Usage Factor:**
  The portion of Res/Com Split that is used by a specific property type; Single Family = 56% of all emergency responses that are used by the residential properties and the remaining 44% is used by Multi-Family properties.

- **ERF Factor:**
  The ERF or effective response force factor represents the size of the first alarm emergency response in numbers of firefighters and equipment that is needed to effectively handle the risk posed by that property type.
• **New Dev Share:**
  Represents the portion of C&E costs assigned to new development. The remaining portion is to be paid for by PSF through annual tax collections.

• **Projected New Units:**
  Defines the number of new units projected to be constructed within PSF service area between 2014 and 2035.

• **Impact and LOS Contribution Fee Amount:**
  Represents the maximum fee to be paid by new development for each specific property type. This fee amount may be reduced if existing fire service capacity is adequate to serve the new development.

<table>
<thead>
<tr>
<th>Service Capacity Credit Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential Fee Reduction Factors:</strong> *</td>
</tr>
<tr>
<td>Historical data shows first in station response area meets LOS</td>
</tr>
<tr>
<td>Historical data shows F-Box of development meets first in LOS</td>
</tr>
<tr>
<td>First in station reliability data meets peak hour standard</td>
</tr>
<tr>
<td>Historical data shows full first alarm reliability meets peak call volume standard</td>
</tr>
<tr>
<td>Automatic sprinkler system installed voluntarily (single family only)</td>
</tr>
<tr>
<td>Historical data shows full first alarm ERF meets LOS standard to F-Box</td>
</tr>
</tbody>
</table>

*Accumulated discounts shall not exceed the LOS contribution amount and cumulative discounts cannot be used as credits to be transferred.

<table>
<thead>
<tr>
<th>Multi-Family and Commercial/Industrial Reduction Factors5:</th>
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</thead>
<tbody>
<tr>
<td>Historical data shows first in station response area meets LOS</td>
</tr>
<tr>
<td>Historical data shows F-Box of development meets first in LOS</td>
</tr>
<tr>
<td>First in station reliability data meets peak hour standard</td>
</tr>
<tr>
<td>Historical data shows full first alarm reliability meets peak call volume standard</td>
</tr>
<tr>
<td>Historical data shows full first alarm ERF meets LOS standard to F-Box</td>
</tr>
</tbody>
</table>

5 Because of the risk and complexity associated with firefighting in multi-family structures, fire sprinklers are considered a required risk reduction factor and therefore shall not be allowed a discount of the mitigation fee.
Appendix B
Puget Sound Regional Fire Authority
Service Capacity Analysis for New SFR Development

Date of Analysis: ____________  Project Permit #: ________________

Project Address: _________________  Land Parcel #: ________________

Fire Box Location: ____________  Fire Box Performance: 1st In ____% ERF ____%

1st in Station ____  Peak Hour Reliability ____%  1st in Area Performance ____%

Fire ERF Required ____  ERF Pick List  ____  ____  ____  ____  ____  ____

ERF Reliability  ____%  ____%  ____%  ____%  ____%  ____%

Capacity Allowance Calculator:

1st in response area meets LOS  ____ = 15% ____%
F-Box development meets first in LOS  ____ = 10% ____%
1st in reliability meets peak hour standard  ____ = 10% ____%
1st alarm reliability meets peak hour standard  ____ = 15% ____%
Sprinklers installed voluntarily  ____ = 30% ____%
1st alarm ERF meets LOS standard to F-Box  ____ = 30% ____%

Total Capacity Allowance  ____%

Total Fee Calculation:
Full SFR Impact Fee Rate  = ________
SFR units in development  x ________
Total impact fee amount  ________

Impact fee to be assessed:
Total impact fee _____ x capacity allowance ____ = $______
Appendix C
Puget Sound Regional Fire Authority
Service Capacity Analysis for New non-SFR Development

Date of Analysis: ________________________   Project Permit # ______________________

Project Address: ________________________   Land Parcel # ________________________

Fire Box Location: _______________    Fire Box Performance: 1st in _____ %       ERF _____%

1st in Station ___     Peak Hour Reliability ___ %     1st in Area Performance _____%

Fire ERF Required ____     ERF Pick List _____, _____, _____, _____, _____, _____, _____

ERF Reliability     ___% ___% ___% ___% ___% ___% ___% ___% ___%

**Capacity allowance calculator:**
1st in response area meets LOS     _____ = 15% _____
F-Box development meets first in LOS     _____ = 10% _____
1st in reliability meets peak hour standard     _____ = 10% _____
1st alarm reliability meets peak hour standard     _____ = 15% _____
1st alarm ERF meets LOS standard to F-Box     _____ = 30% _____

**Total Capacity Allowance**     _____

**Impact fee category and rate:**
Multi Family     ___     Impact fee rate per square foot     ___
Commercial/Industrial     ___     Impact fee rate per square foot     ___
Hospital/Medical/Civic     ___     Impact fee rate per square foot     ___
Assisted Care     ___     Impact fee rate per square foot     ___

**Total fee calculation:**
Full impact fee rate     = _____
Square footage of development     x _____
Total impact/LOS amount     $ _____

**Impact fee to be assessed:**
Total impact/LOS amount _____ x capacity allowance _____     =     $ _____
FIRE IMPACT FEE SCHEDULE

Single Family Residential: $1,870.20 / Unit (A single Family house is one living unit)
Multi Family: $1,973.80 / Unit (Per Unit in a multifamily development)
Comm/Ind Commercial: $1.85 / (Per Sq. Feet)
Hosp/Med/Civ/Sch/Chur Commercial: $1.70 / (Per Sq. Feet)
Sr/Assisted Care: $2.06 / (Per Sq. Feet)
Service – hotel/restaurant/etc: $1.31 / (Per Sq. Feet)
SUBJECT: AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, AMENDING CMC 18.20, TECHNICAL TERMS AND LAND USE DEFINITIONS; CMC 18.25.030, RESIDENTIAL LAND USES; CMC 18.25.040, RECREATIONAL/CULTURAL LAND USES; AND CMC 18.25.060, GOVERNMENT/BUSINESS SERVICES LAND USES.

RECOMMENDED BY: Gina Estep, Community Development Director

ATTACHMENT(S):
1. Ordinance No. 02-2020
   a. Attachment A - CMC 18.20, Technical Terms and Land Use Definitions
   b. Attachment B - CMC 18.25.030, Residential Land Uses
   c. Attachment C - CMC 18.25.040, Recreational/Cultural Land Uses
   d. Attachment D - CMC 18.25.060, and Government/Business Services Land Uses

PREPARED BY: Gina Estep, Community Development Director

EXPLANATION:
The Planning Commission’s 2019 work plan included an evaluation of the City’s permitted uses found in CMC Chapter 18.25 of the Covington Municipal Code (CMC). Previously the City hired a land use consultant tasked to update the permitted land use chart for the Downtown zoning districts, CMC Chapter 18.31.080. This work has been completed, however CMC Chapter 18.25 Permitted uses, which relates to all other zones in the City was never updated to provide consistency with the identified land uses listed in Chapter 18.31.080.

In addition, while evaluating applicable Municipal Code sections, the City found the definition for “Public Agency or Utility Yard” was not consistent with footnote 8 of the permitted use chart found in CMC 18.25.060 Government/business services land uses and could use some clarity.

The Planning Commission is required to hold a noticed public hearing and make a recommendation to the City Council as to whether the proposed amendments meet the criteria set forth in CMC 14.27.040 Decision criteria. The Planning Commission reviewed the proposed amendments at their regularly scheduled meetings on September 19, 2019, October 3, 2019, November 7, 2019 and November 21, 2019 and held public hearings on November 7 and 21, 2019.

Also, pursuant to the State Environmental Policy Act (SEPA) and WAC 191-11, a Determination of Nonsignificance (DNS) for non-project action was issued and noticed on October 18, 2019 and November 8, 2019 for the proposed amendments, no appeals or comments were received.

CMC 14.27.040 DECISION CRITERIA
The Planning Commission recommendation and City Council’s approval, modification, deferral, or denial of an amendment proposal shall be based on the following criteria:
(1) The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan;

Findings: Yes, the proposed code amendment is expected to comply with the Growth Management Act of Washington State and goals, objectives and policies of the City’s Comprehensive Plan and other applicable laws.

(2) The proposed amendment is consistent with the scope and purpose of the City’s zoning ordinances and the description and purpose of the zone classification applied for;

Findings: Yes, the proposed amendment is consistent with the scope and purpose of the City’s zoning ordinances and the description and purpose of the zone classification applied for.

(3) Circumstances have changed substantially since the establishment of the current zoning map or district to warrant the proposed amendment;

Findings: No, circumstances have not changed substantially since the establishment of the current zoning map or district to warrant the proposed amendment, however the proposed code amendment provides needed updates and an expanded list of uses allowing for better administration of the current zoning map and zoning districts.

(4) The proposed zoning is consistent and compatible with the uses and zoning of surrounding property;

Findings: Not Applicable – this is not a zoning map amendment.

(5) The property that is the subject of the amendment is suited for the uses allowed in the proposed zoning classification;

Findings: Not Applicable – this is not a zoning map amendment nor site specific.

(6) The amendment is in compliance with the three-year limitation rule as specified in CMC 14.27.030(3); and

Findings: Yes, the proposed amendment complies with the three-year limitation rule specified in CMC 14.27.030(3).

(7) Adequate public services could be made available to serve the full range of proposed uses in that zone.

Findings: Yes, adequate public services could be made available to serve the full range of proposed uses in that zone.

OPTIONS:
1. Adopt the recommended amendments.
2. Recommend amendments to the proposed ordinance.
3. Return the issue to City staff for further study and analysis.

FISCAL IMPACT: Staff time to respond to inquiries and then administer and enforce the new regulations.
Council member _____________ moves, Council member ________________
seconds, to adopt an Ordinance of the City of Covington, Washington,
amending CMC 18.20, Technical Terms and Land Use Definitions; CMC
18.25.030, Residential Land Uses; CMC 18.25.040, Recreational/Cultural
Land Uses; and CMC 18.25.060, Government/Business Services Land Uses

REVIEWED BY:  City Manager
               City Attorney
               Finance Director
ORDINANCE NO. 02-2020

AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, AMENDING CMC 18.20, TECHNICAL TERMS AND LAND USE DEFINITIONS; CMC 18.25.030, RESIDENTIAL LAND USES; CMC 18.25.040, RECREATIONAL/CULTURAL LAND USES; AND CMC 18.25.060, GOVERNMENT/BUSINESS SERVICES LAND USES.

WHEREAS, the City of Covington annually reviews the Covington Municipal Code (CMC) to ensure all uses are relevant and cohesive with the Comprehensive Plan; and

WHEREAS, the Planning Commission’s 2019 work plan included an evaluation of the City’s permitted uses found in Chapter 18.25 of the Covington Municipal Code (CMC); and

WHEREAS, previously the City hired a land use consultant tasked to update the permitted land use chart for the Downtown zoning districts, Chapter 18.31.080, this work has been completed, however CMC 18.25 Permitted uses, which relates to all other zones in the City was never updated to provide consistency with the identified land uses listed in Chapter 18.31.080; and

WHEREAS, while evaluating applicable Municipal Code sections, the City found the definition for “Public Agency or Utility Yard” was not consistent with footnote 8 of the permitted use chart found in CMC 18.25.060 Government/business services land uses; and

WHEREAS, the Planning Commission is required to hold a noticed public hearing and make a recommendation to the City Council as to whether the proposed amendments meet the criteria set forth in CMC 14.27.040 Decision criteria; and

WHEREAS, Pursuant to the State Environmental Policy Act (SEPA) and WAC 191-11, a Determination of Nonsignificance (DNS) for non-project action was issued and noticed on October 18, 2019 and November 8, 2019 for the proposed amendments, no appeals or comments were received; and

WHEREAS, the Planning Commission reviewed the proposed amendments at their regularly scheduled meetings on September 19, 2019, October 3, 2019, November 7, 2019 and November 21, 2019; and

WHEREAS, on November 7, 2019 and November 21, 2019, the Planning Commission held a public hearing on the proposed amendments, heard from City staff and public comment, after notice of a public hearing was properly sent, and an opportunity for written comment was provided; and

WHEREAS, after the public hearing and review, the Planning Commission recommended that the City Council adopt the amendments;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, DO ORDAIN as follows:
Section 1. Findings of Fact. The “WHEREAS” provisions listed above shall constitute Findings of Fact and are incorporated by reference as if fully set forth herein.

Section 2. Amendments to CMC 18.20. CMC 18.20 Technical Terms and Land Use Definitions is hereby amended to read as Attachment A:

Section 3. Amendments to CMC 18.25.030. CMC 18.25.030 Residential Land Uses is hereby amended to read as Attachment B:

Section 4. Amendments to CMC 18.25.040. CMC 18.25.040 Recreational/Cultural Land Uses is hereby amended to read as Attachment C:

Section 5. Amendments to CMC 18.25.060. CMC 18.25.060 Government/Business Services is hereby amended to read as Attachment D:

Section 6. 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 preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. Corrections. Upon approval of the City Attorney, the City Clerk and/or code codifier is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of clerical errors, including scriveners’ errors; references to other local, state, or federal laws, codes, rules, regulations; or section/subsection numbering.

Section 8. Effective Date. This Ordinance shall become effective five days following its passage and publication of this ordinance or a summary thereof.

PASSED by the City Council of the City of Covington the 14th day of January 2020.

_______________________
Mayor Jeff Wagner

ATTESTED: APPROVED AS TO FORM:

_______________________
Sharon Scott, City Clerk  Kathy Hardy, City Attorney

PUBLISHED: January 17, 2020
EFFECTIVE: January 22, 2020
Chapter 18.20
Technical Terms and Land Use Definitions

18.20.207 Commercial recreation.
“Commercial recreation” means any recreational activity whose main purpose is to provide the general public with indoor or outdoor amusement or entertainment activities, tickets are sold or fees collected, and the sale or consumption of alcoholic beverages is not permitted. This includes, but is not limited to, skating rinks, pool halls, water slides, miniature golf courses, arcades, bowling alleys, go-carts, batting cages, laser tag, concessions, skate park, basketball, street-ice/hockey rinks, etc.

18.20.342 Duplex.
“Duplex” means a building containing two separate units with a common wall.

18.20.355 Dwelling unit, multifamily.
“Dwelling unit, multifamily” means a dwelling unit contained in a building consisting of two-three or more dwelling units which may be stacked, or one or more dwellings included in a structure with nonresidential uses.

18.20.930 Office, Public agency or utility.
“Office, Public agency or utility” means an office for the administration of any governmental or utility activity or program, with no outdoor storage and including, but not limited to uses located in SIC Major Group, Industry Group and Industry Nos.:

(1) 91 – Executive, legislative, and general government, except finance;

(2) 93 – Public finance, taxation, and monetary policy;

(3) 94 – Administration of human resource programs;

(4) 95 – Administration of environmental quality and housing program;

(5) 96 – Administration of economic programs;

(6) 972 – International affairs;

(7) 9222 – Legal counsel and prosecution; and

(8) 9229 – Public order and safety.
18.20.935 **Yard.** Public agency or utility **yard.**

“Yard, Public agency or utility” means a facility for open or enclosed storage, and repair, and maintenance of vehicles, equipment, or related materials, including ancillary office to support said use, excluding document storage.

18.20.1284.7 **Townhouse/townhome**

“Townhouse/townhome” is defined as a single-family dwelling unit in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides. Each townhouse/townhome shall be on a separate lot.
### Conditional Use

<table>
<thead>
<tr>
<th>SIC #</th>
<th>SPECIFIC LAND USE</th>
<th>US</th>
<th>R4-8</th>
<th>R-12</th>
<th>R-18</th>
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<tr>
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<td>*</td>
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<td>TEMPORARY LODGING</td>
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</tbody>
</table>

**Footnotes of Table A**

**B. Development Conditions.**

[^4]: For all single-family preliminary plats of 20 lots or more, 18 percent of the units must be constructed as multiple-family dwelling units. The City will consider a reduction in the required number of multiple-
Attachment B

CMC 18.25.030 Residential Land Uses

family units if an agreement can be reached to assure the affordable housing income figures mandated by the comprehensive plan can be achieved. This condition shall not apply within the Lakepoint Urban Village subarea.

(1) Must be in accord with CMC Chapter 18.35 Development Standards – Design Requirements.

(2) Required before approving more than one dwelling on individual lots, except on lots in subdivisions, short subdivisions or binding site plans approved for multiple unit lots, and except as provided for accessory dwelling units in Condition No. 6.

(3) Only as part of a mixed-use/integrated development subject to the conditions of Chapter 18.35 CMC.

(4) Permitted only in the R-18 zone.

(5) Must be in accord with Chapter 18.35 CMC.

(4) See CMC 18.37 Development Standards and Design Requirements for Cottage Housing.

(5) See CMC 18.80.100 for requirements associated with Home Occupations.

(6) Accessory Dwelling Units.

(a) Only one accessory dwelling per primary single detached dwelling unit. _Accessory dwelling units shall not be allowed on the same property as a duplex;

(b) Only in the same building as the primary dwelling unit on an urban lot that is less than 10,000 square feet in area, on a rural lot that is less than the minimum lot size, or on a lot containing more than one primary dwelling;

(c) The primary dwelling unit or the accessory dwelling unit shall be owner-occupied;

(d) One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic;

(e) When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;

Updated 10/31/2019
Attachment B

CMC 18.25.030 Residential Land Uses

(f) One additional off-street parking space shall be provided;

(g) The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied;

(h) An applicant seeking to build an accessory dwelling unit shall file a notice approved by the Department with the Records and Elections Division which identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the Department shall approve any permit for the construction of the accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules. If an accessory dwelling unit in a detached building in the rural zone is subsequently converted to a primary unit on a separate lot, either the original lot or the new lot may have an additional detached accessory dwelling unit constructed unless the lot is at least twice the minimum lot area required in the zone; and

(i) Must be in accord with Chapter 18.35 CMC.

(7) Only as an accessory to the permanent residence of the operator, provided:

   (a) Serving meals to paying guests shall be limited to breakfast; and

   (ab) The number of persons accommodated per night shall not exceed five, except that a structure which satisfies the standards of the International Building Code for R-1 occupancies may accommodate up to 10 persons per night.

(8) On-street electric vehicle charging stations are not permitted in the R-1 through R-18 zones. Individual electric vehicle charging stations for a single-family residence shall follow the Installation Guide for Charging Stations, prepared by Puget Sound Regional Council, and as amended.

(9) Within the Lakepoint Urban Village subarea, single-family detached residences shall not be allowed around or abutting the pond.

(10) Within the Lakepoint Urban Village subarea, townhouses shall not abut the pond except as part of a mixed-use development, unless otherwise separated from the pond by a public trail, park, green space or street.
## 18.25.040 Recreational/cultural land uses.

### A. Table.

<table>
<thead>
<tr>
<th>SIC #</th>
<th>SPECIFIC LAND USE</th>
<th>US</th>
<th>R4-8</th>
<th>R-12</th>
<th>R-18</th>
<th>MR</th>
<th>CC</th>
<th>NC</th>
<th>RCMU</th>
<th>I</th>
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<td>793</td>
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<td>7999(4)(6)</td>
<td>Amusement and recreation services</td>
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<td>Arboretum</td>
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</table>

### B. Development Conditions: Footnotes of Table A.

1. **On-site exterior** lighting for structures and fields shall meet the following provisions: be directed away from residential areas through the use of exterior full cut-off shields or through optics within the fixture.

   a. All exterior light fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North America (IESNA).
b. Light fixtures shall be specified, mounted, aimed and shielded so that their beams fall within the immediate on-site surroundings, and so that no direct illumination or glare is directed off the site; including but not limited to adjacent residential or mixed-use zones.

c. Light fixtures for outdoor performance, sports, and recreation facilities shall be specified, mounted, aimed and shielded so that their beams fall within the primary playing area. The main field lighting shall be turned off as soon as possible following the end of the event. Where feasible, a low level lighting system shall be used to facilitate patrons leaving the facility, cleanup, nighttime maintenance and other closing activities.

(2) Adult entertainment businesses shall be prohibited within 550 feet of any property zoned R or containing schools, licensed day care centers, public parks or trails, community centers, public libraries or churches. In addition, adult entertainment businesses shall not be located closer than 3,000 feet to any other adult entertainment business. These distances shall be measured from the property line of the parcel or parcels proposed to contain the adult entertainment business to the property line of the parcels zoned R or that contain the uses identified in this subsection.

(3) Clubhouses, maintenance buildings, equipment storage areas and driving range tees shall be at least 50 feet from residential property lines. Lighting for practice greens and driving range ball impact areas shall be directed away from adjoining residential zones. Applications shall comply with adopted best management practices for golf course development. Ancillary facilities associated with a golf course are limited to practice putting greens, maintenance buildings and other structures housing administrative offices or activities that provide convenience services to players. These convenience services are limited to a pro shop, food services and dressing facilities and shall occupy a total of no more than 10,000 square feet.

(4) Excluding amusement and recreational uses classified elsewhere in this chapter.

A conditional use permit is required unless the use is an accessory to a park or in a building listed on the National Register as a historic site or designated as a King County landmark subject to Chapter 18.47 CMC.

(6) The operation of an indoor shooting range, as defined in CMC 18.20.1080, is not permitted. Outdoor shooting ranges are not permitted. (Ord. 11-17 § 5; Ord. 03-14 § 1; Ord. 01-14 § 1 (Exh. A); Ord. 01-12 § 1 (Exh. 1); Ord. 10-10 § 3 (Exh. C); Ord. 12-02 § 2 (21A.08.040))
CMC 18.25.060 Government/business services land uses.

A. Table.

<table>
<thead>
<tr>
<th>SIC #</th>
<th>SPECIFIC LAND USE</th>
<th>US</th>
<th>R4-8</th>
<th>R-12</th>
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**ACCESSORY USES:**

| *     | Commercial/industrial accessory uses       |    |      |      |      | P15 | P15 | P15 | P15 | P15 |
| *     | Off-street required parking lot            | P  | P    | P    | P    | P   | C   | P   | P   | P   |

B. Development Conditions.

1. Except self-service storage.

2. Except SIC Industry No. 8732 – Commercial economic, sociological, and educational research, see general business service/office.

3. A conditional use permit is not required if the use is:
(a) A re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter 18.85 CMC; or

(b) An accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.

(4) Excluding bulk gas storage tanks.

(5) *Repealed by Ord. 11-17.*

(6) (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

(b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street;

(c) No outdoor storage.

(7) Limited to “storefront” police offices. Such offices shall not have:

(a) Holding cells;

(b) Suspect interview rooms (except in the NC zone); or

(c) Long-term storage of stolen properties.

(8) (a) Utility yards only on sites with utility district offices; or

(b) Public agency yards as defined by CMC 18.20.935. are limited to material storage for road maintenance facilities.

(9) Storage limited to accessory storage of commodities sold at retail on the premises or materials used in the fabrication of commodities sold on the premises.

(10) Provided, that all material and/or equipment of any kind is stored in a fully enclosed building.

(11) Permitted only in existing single-family structures.

(12) Not abutting or taking access from SE 270th Place.

(13) Limited to new commuter parking lots designed for 30 or fewer parking spaces or commuter parking lots located on existing parking lots for churches, schools, or other permitted nonresidential uses which
have excess capacity available during commuting; provided, that the new or existing lot is adjacent to a designated arterial that has been improved to a standard acceptable to the Department of Transportation.

(14) Limited to bulk gas storage tanks which pipe to individual residences but excluding liquefied natural gas storage tanks.

(15) Electric vehicle charging stations are permitted in accordance with CMC 18.50.170.

(16) Gasoline service stations and battery exchange stations are limited to the community commercial (CC) zone and subject to the following conditions:

(a) A gasoline service station shall be limited to four pumps and eight price gauges to service no more than eight vehicles.

(b) A battery exchange station shall provide a minimum of three stacking spaces.

(c) Stacking spaces and drive-through facilities shall be designed in accordance with CMC 18.50.080.

(d) Any associated materials, equipment storage, outdoor storage tanks and battery exchange activities shall be within a fully enclosed structure, unless otherwise determined by the Director.

(17) Limited to park-and-ride facilities associated with a public or private transit facility provider. Any such commuter parking lot shall not exceed 125 surface spaces. Parking stalls in excess of this amount shall be located within a parking structure.

(18) Limited to 3,000 square feet of gross floor area unless located in a multi-story, mixed-use building, in which case the limitation does not apply.
SUBJECT: CONSIDER MOTION APPOINTING MEMBERS TO THE COUNCIL’S AUDIT COMMITTEE

ATTACHMENT(S):
1. None.

RECOMMENDED BY: Casey Parker, Finance Director

EXPLANATION:
As part of the council process, audit committee members are appointed at the first meeting in January following an election year. The Council committee as a whole approves all vouchers, including payroll, at the next available Council meeting after the audit committee has reviewed the vouchers.

The purpose tonight is to appoint or reappoint three members to the audit committee.

ALTERNATIVES:
The BARS (Budgeting Accounting and Reporting System) Manual issued by the State Auditor states in part:

“The certification by the auditing officer in no manner relieves members of the governing body from the responsibility and liability for each voucher approved. It is the governing body’s responsibility to ensure that the system of auditing and certifying vouchers is operating in a manner to provide the greatest possible protection for the governing body members and the municipality.”

The council could appoint random council members to review accounts payable and payroll vouchers, however utilization of an audit committee makes the process work efficiently.

FISCAL IMPACT:
Not Applicable

CITY COUNCIL ACTION: _____Ordinance _____Resolution _____X Motion _____Other

Council member ___________ moves, Council member ________________ seconds, to appoint Councilmembers __________________________,
________________________, and _______________________, to the Council’s Audit Committee.

REVIEWED BY: City Manager; City Attorney.
SUBJECT: 2020 APPOINTMENTS TO REGIONAL FORUMS:

- South County Area Transportation Board (SCATBd)
- Sound Cities Association’s Public Issues Committee (PIC)
- Metropolitan Solid Waste Management Advisory Committee (MSWMAC)
- Water Resource Inventory Area 9 Forum (WRIA 9)
- Puget Sound Regional Fire Authority (PSRFA)

RECOMMENDED BY: City Council

ATTACHMENT(S): Table of Regional Forums

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:
Each year, the City Council appoints primary and alternate representatives to represent the City of Covington at the above regional forums. Council may select members to serve on one or more regional forums.

ALTERNATIVES:
1. Discontinue participation in some of the forums.

FISCAL IMPACT: None.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Councilmember___________ moves, Councilmember _____________ seconds, to appoint Councilmembers to regional forums as depicted in the provided spreadsheet.

REVIEWED BY: City Manager
<table>
<thead>
<tr>
<th>Group</th>
<th>Notes and Contact</th>
<th>Meeting Information</th>
<th>2019 Alternate</th>
<th>2019 Member</th>
<th>2020 Alternate</th>
<th>2020 Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metropolitan Solid Waste Management Advisory Committee (MSWMAC)</td>
<td>Diane Yates 206-296-4406, <a href="mailto:diane.yates@kingcounty.gov">diane.yates@kingcounty.gov</a>. Advises the Executive, the Regional Policy Committee, acting as the solid waste interlocal forum, and KC Council in matters relating to solid waste management. Participates in development of Comprehensive Solid Waste Management Plan. Parking &amp; lunch included.</td>
<td>2nd Friday, 11:15 am – 1:15 pm @ Seattle King Street Center.</td>
<td>Shellie Bates</td>
<td>Don Vondran</td>
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<tr>
<td>South County Area Transportation Board (SCATBd)</td>
<td>Susan Oxholm 206-477-3629 <a href="mailto:susan.oxholm@kingcounty.gov">susan.oxholm@kingcounty.gov</a> Serves as forum for information sharing, consensus building, &amp; coordinating to resolve transportation issues and promote transportation programs for South KC.</td>
<td>3rd Tuesday, 9:00 am @ SeaTac City Hall Council Chambers</td>
<td>Bob Lindskov</td>
<td>Paul Selland</td>
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<tr>
<td>Sound Cities Association Public Issues Committee (PIC)</td>
<td>Leah Willoughby 206-433-7168 <a href="mailto:leah@soundcities.org">leah@soundcities.org</a> Evaluate policy positions &amp; recommend to SCA Board. The PIC is SCA’s vehicle for bringing policies to member cities, and for member cities to bring policies to SCA</td>
<td>2nd Wednesday, 7:00 pm @ Renton City Hall; see website to confirm</td>
<td>Joe Cimaomo</td>
<td>Fran Hollums</td>
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<td>WRIA 9 Forum</td>
<td><a href="http://www.govlink.org/watersheds/9/reports/watershed-intro.aspx">http://www.govlink.org/watersheds/9/reports/watershed-intro.aspx</a> The local governments in this watershed are working with each other and with many other partners to implement the recommendations of the 2005 Salmon Habitat Plan.</td>
<td>Meets quarterly date varies @ Tukwila Community Center</td>
<td>Don Vondran</td>
<td>Marlla Mhoon</td>
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<tr>
<td>Puget Sound Regional Fire Authority (PSRFA)</td>
<td>Governance board consists of 3 Kent councilmembers, 3 Kent fire district commissioners and one non-voting Covington councilmember.</td>
<td>1st and 3rd Wednesday of each month</td>
<td>NA</td>
<td>Sean Smith</td>
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<tr>
<td>South King Housing and Homelessness Partners (SKHHP)</td>
<td>Jeff Tate, <a href="mailto:jtate@auburnwa.gov">jtate@auburnwa.gov</a> Coalition to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock.</td>
<td>4th Friday from 1:00 pm to 3:00 pm in various partner cities</td>
<td>Julie Johnston</td>
<td>Marlla Mhoon</td>
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SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A LOCAL AGENCY AGREEMENT SUPPLEMENT NUMBER 9 WITH WSDOT FOR THE SR 516: JENKINS CREEK TO 185TH PLACE SE PROJECT (CIP 1127).

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Washington State Department of Transportation – Local Agency Agreement Supplement Number 9

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:
In November of 2017 Council approved a contract with DCI Engineers for right-of-way acquisition services for CIP 1127. The original appraisals and appraisal reviews were done in mid-2017. Delays associated with receiving environmental permits and coordination of utility requirements caused these reports to be out of date and were renewed with DCI Supplement #1. Supplement #2 with DCI extended the contract expiration date. Supplement #3 was associated with developing final appraisal updates and reviews due to negotiations for acquisition.

With the December 10, 2019 council approval of Supplement #3 above, it was discussed that we would need to come back to council to add additional right-of-way funding for the properties themselves. We address this with a Supplement #9 with WSDOT. It addresses the final funding needed to complete right-of-way acquisition. There is one form that needs to be executed as part of the proposed supplement. It is with WSDOT (Attachment 1) and it identifies how the supplement will be locally funded.

Unfortunately, with Initiative 976 and the freezing of the Connecting Washington Funds, the only way to immediately continue with right-of-way acquisition is by using our traffic impact funds. If council wishes to do so, we can move forward with the completion of right-of-way before the state legislature reaches its verdict.

Staff is recommending that this agreement supplement be approved, and that the city continues the acquisition of right-of–way for CIP 1127.

FISCAL IMPACT:
The original estimate for the Right-of-Way phase was $800,000. As of the December 10, 2019 Supplement #3, the total estimated and obligated funds for right-of-way was $908,750. During the final negotiations with property owners the remaining funds were discovered to be insufficient.
We are seeking an additional $150,000 to cover the remaining acquisition costs. This additional funding would come from our traffic impact fees. This will be a total Right-of-Way phase of $1,058,750.

We are cautiously optimistic the remaining $13,186,032 in Connecting Washington Funds will be obligated for construction after completion of the Right-of-Way acquisition.

CITY COUNCIL ACTION: _____Ordinance_____Resolution____X__Motion_____Other

Council member __________ moves, Council member _________________ seconds, to authorize the City Manager to execute Local Agency Agreement Supplement Number 9 with WSDOT, and allow the City Manager to continue to acquire, dispose, or lease certain real property interests for the purpose of installing and maintaining certain intersection and road improvements on the SR 516: Jenkins Creek to 185th Avenue SE Project.

REVIEWED BY: City Manager, City Attorney, Finance Director
## Local Agency Agreement Supplement

<table>
<thead>
<tr>
<th>Agency</th>
<th>City of Covington</th>
<th>Supplement Number</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Aid Project Number</td>
<td>STP-0516(022)</td>
<td>Agreement Number</td>
<td>LA 7691</td>
</tr>
</tbody>
</table>

The Local Agency requests to supplement the agreement entered into and executed on 11-28-2017. All provisions in the basic agreement remain in effect except as modified by this supplement. The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

### Project Description

- **Name**: SR 516; Jenkins Creek to 185th Place SE
- **Length**: 0.50 Miles
- **Description of Work**: Yes, No Change

### Reason for Supplement

**ADDITIONAL ROW ACQUISITION COSTS**

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Estimate of Funding</th>
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</thead>
<tbody>
<tr>
<td><strong>PE</strong></td>
<td>(1) Previous Agreement/Suppl.</td>
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<td>%</td>
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<tr>
<td>a. Agency</td>
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<tr>
<td>b. Other</td>
<td>SEE ATTACHMENT</td>
</tr>
<tr>
<td><strong>Federal Aid Participation Ratio for PE</strong></td>
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<tr>
<td>c. Other</td>
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<td>d. State</td>
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<tr>
<td>e. Total PE Cost Estimate (a+b+c+d)</td>
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<tr>
<td><strong>Right of Way</strong></td>
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<td>%</td>
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<td>f. Agency</td>
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<td>g. Other</td>
<td>SEE ATTACHMENT</td>
</tr>
<tr>
<td><strong>Federal Aid Participation Ratio for RW</strong></td>
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<td>h. Other</td>
<td></td>
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<tr>
<td>i. State</td>
<td></td>
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<tr>
<td>j. Total RW Cost Estimate (f+g+h+i)</td>
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<tr>
<td><strong>Construction</strong></td>
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<td>%</td>
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<td>k. Contract</td>
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<td>l. Other</td>
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<tr>
<td>m. Other</td>
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<tr>
<td><strong>Federal Aid Participation Ratio for CN</strong></td>
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<tr>
<td>n. Other</td>
<td></td>
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<tr>
<td>o. Agency</td>
<td></td>
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<tr>
<td>p. State</td>
<td></td>
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<tr>
<td>q. Total CN Cost Estimate (k+l+m+o+p+q)</td>
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</tr>
<tr>
<td>r. Total Project Cost Estimate (a+b+c+d+f+g+h+i+k+l+m+o+p+q)</td>
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</tbody>
</table>

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

### Agency Official

- **By**: City Manager
- **By**: Director, Local Program

**Date Executed**

DOT Form 140-041
Revised 03/2019

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VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the State for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).
<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) PREVIOUS AGREEMENT/ SUPPLEMENT</th>
<th>(2) SUPPLEMENT</th>
<th>(3) ESTIMATED TOTAL PROJECT FUNDS</th>
<th>(4) ESTIMATED AGENCY FUNDS</th>
<th>(5) FEDERAL FUNDS</th>
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<tr>
<td><strong>P.E.</strong></td>
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<tr>
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<td>$8,680</td>
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<td>$1,112,639</td>
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<td>j. Total R/W Cost Est. (f thru j)</td>
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<td><strong>Construction</strong></td>
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<td>k. Agency</td>
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<td>k1. Contract (CWA Funds)</td>
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<td><strong>Federal Aid</strong></td>
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<td>l. Contract (Non-Participation)</td>
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<td><strong>Participation</strong></td>
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<td>m. Consultant (CM Non Participant)</td>
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<td><strong>Ratio for CN</strong></td>
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<td>n. Total Const. Cost Est. (k thru m)</td>
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<td>r.Total Project Cost Estimate (e+j+q)</td>
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<td>$150,000</td>
<td>$3,417,366</td>
<td>$1,807,764</td>
<td>$1,609,602</td>
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</table>
DISCUSSION OF
FUTURE AGENDA ITEMS:

6:00 p.m., Monday, January 27, 2020 Special Meeting
Parks & Recreation Commission Interviews

7:00 p.m., Monday, January 27, 2020 Regular Meeting

(Draft Agenda Attached)
Monfay, January 27, 2020
7:00 p.m.                                                                                                  City Council Chambers
16720 SE 271st Street, Suite 100, Covington

Council will interview applicants for the Parks & Recreation Commission beginning at 6:00 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 Speakers will state their name, address, and organization. Comments are directed to the City Council, not
the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per
speaker. Speakers may request additional time on a future agenda as time allows.

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall
and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA
C-1. Minutes: January 14, 2020 Special & Regular Meetings (Scott)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Execute a Wetland Notice Acknowledging Wetland and Wetland
Mitigation Restrictions at Covington Community Park (Newton)

REPORTS OF COMMISSIONS
• Economic Development Council
• Parks & Recreation Commission
• Planning Commission
• Youth Council
• Human Services Commission
• Arts Commission

NEW BUSINESS
1. Consider Appointments to Parks & Recreation Commission (Council)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS
PUBLIC COMMENT See guidelines above in first public comment section

EXECUTIVE SESSION – if needed

ADJOURN

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