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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- National Public Works Week Proclamation – May 19 - 25, 2019 (Lindskov)

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: April 9, 2019 Special & Regular Meetings and April 23, 2019 Special Study Session, Special Interviews, and Regular Meetings (Scott)

C-2. Vouchers (Parker)

C-3. Appoint Voting Delegate for the 2019 Puget Sound Regional Council General Assembly (Council)


C-5. Resolution Authorizing City Manager to Execute Purchase and Sale Agreement for Acquisition of the Covington Elementary School Property (Bolli)

PUBLIC HEARING

1. Receive Public Testimony on Proposed Six-Year 2020-2025 Transportation Improvement Program (TIP) (Lindskov)

NEW BUSINESS - NONE

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).
SUBJECT: APPROVAL OF MINUTES: APRIL 9, 2019 CITY COUNCIL SPECIAL (EXECUTIVE SESSION) MEETING MINUTES & APRIL 9, 2019 CITY COUNCIL REGULAR MEETING MINUTES; APRIL 23, 2019 CITY COUNCIL SPECIAL MEETING – STUDY SESSION MINUTES; AND APRIL 23, 2019 SPECIAL (INTERVIEWS) & REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _______ moves, Councilmember _______ seconds, to approve the April 9, 2019 City Council Special (Executive Session) Meeting Minutes & April 9, 2019 City Council Regular Meeting Minutes; April 23, 2019 City Council Special Meeting – Study Session Minutes; and April 23, 2019 Special (interviews) & Regular Meeting Minutes.
City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, April 9, 2019

EXECUTIVE SESSION:
- To Evaluate the Qualifications of Applicants for Public Employment Pursuant to RCW 42.30.110(1)(g) from 6:01 to 6:30 p.m.

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, April 9, 2019, at 7:00 p.m., with Mayor Wagner presiding.

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

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Don Vondran, Public Works Director; Casey Parker, Finance Director; Kathy Hardy, City Attorney; 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 add an Executive Session at the end of the meeting to discuss real estate acquisition.

PUBLIC COMMUNICATION:
- King County Assessor John Wilson gave a presentation on property taxes.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Jonathan Ingram, Covington resident, requested Council to interview the applicants for Council Position 2 instead of making a direct appointment.

Three members from the public spoke to campaign for a candidate and were reminded by the Mayor that per 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.

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

APPROVE CONSENT AGENDA:
C-1. Minutes: March 12, 2019 City Council Special (Interviews) and Regular Meeting Minutes.
2. Vouchers: Vouchers #38857 - #38909, including ACH payments in the amount of $429,951.10, dated March 29, 2019; and Paylocity Payroll Vouchers #1010151124 - #1010151141 inclusive, plus employee direct deposits and wire transfers, in the amount of $235,503.88, dated March 22, 2019.

C-3. Authorize the City Manager to Execute Amendment No. 1 to Public Works Agreement with Westgro Corporation for Landscape Maintenance.

C-4. Authorize the Submittal of a Local Agency Agreement and Prospectus to Washington State Department of Transportation to Obligate State Funds for SR 516 and Covington Way Intersection Improvements (CIP 1063) Project.

The consent agenda was approved as presented.

NEW BUSINESS:
1. Consider Ordinance Establishing Standards and Regulations Associated with the Deployment of Small Wireless Facilities.

Elana Zana with Ogden Murphy Wallace gave the report on this item.

Councilmembers provided comments and asked questions, and Ms. Zana and staff provided responses.

ORDINANCE NO. 03-2019

AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, CONCERNING WIRELESS COMMUNICATIONS FACILITIES; AMENDING TITLE 18 OF THE COVINGTON MUNICIPAL CODE TO ADD A NEW CHAPTER 18.70A AUTHORIZING AND ESTABLISHING STANDARDS FOR THE DEPLOYMENT OF SMALL WIRELESS FACILITIES; AMENDING CMC CHAPTER 18.70 REGARDING WIRELESS COMMUNICATION FACILITIES; AMENDING CMC CHAPTER 18.20 RELATED TO CERTAIN DEFINITIONS PERTAINING TO WIRELESS COMMUNICATION FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Cimaomo moved and Councilmember Mhoon seconded to pass Ordinance No. 03-2019 amending Title 18 of the Covington Municipal Code, adding a new Chapter 18.70A authorizing and establishing standards for the deployment of Small Wireless Facilities, amending CMC Chapter 18.70 regarding Wireless Communication Facilities, and amending CMC Chapter 18.20 related to certain definitions pertaining to wireless communication facilities in substantial form as that provided in the agenda packet. Vote: 6-0. Motion carried.

2. Consider Appointment to Covington City Council Position 2.
Council Action: Councilmember Harto moved and Councilmember Mhoon seconded to suspend Council Rules 3.4.4 and appoint Jennifer Harjehausen to fill the vacancy on City Council Position 2. Vote: 6-0. Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

Council Action: Councilmember Harto moved and Councilmember Hollums seconded to remove Ruby Kollasch (last named corrected for the record from that previously given) from the Youth Council due to lack of attendance and lack of participation. Vote: 6-0. Motion carried.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Jennifer Harjehausen, Covington resident, thanked Council for her appointment and their encouragement to get involved.

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

EXECUTIVE SESSION:
- To Discuss the Acquisition of Real Estate Pursuant to RCW 42.30.110(1)(b) from 8:25 to 8:34 p.m.

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:34 p.m.

Prepared by: Submitted by:
__________________________________  ___________________________________________
Joan Michaud  Sharon Scott
Senior Deputy City Clerk  City Clerk

4 of 39
City of Covington  
City Council Special Meeting - Study Session Minutes  
Tuesday, April 23, 2019

The Special Meeting - Study Session was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, April 23, 2019, at 6:00 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; Andrew McCurdy, Covington Police Chief; Sergeant Megan Roberts; Casey Parker, Finance Director; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner called the study session to order.

ITEMS FOR DISCUSSION:
1. Lessons Learned Regarding 2018 Proposition One Ballot Measure.

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

PUBLIC COMMENTS:
Chele Dimmett and Beth Porter, Covington residents, offered advice and tips on ballot measures.

ADJOURNMENT:
There being no further business, the meeting was adjourned at 6:50 p.m.

Prepared by:      Submitted by:  
__________________________________________________________________________  
Joan Michaud      Sharon Scott  
Senior Deputy City Clerk      City Clerk
City of Covington  
Special & Regular City Council Meeting Minutes  
Tuesday, April 23, 2019

INTERVIEWS: The Council conducted interviews for the Youth Council from 5:20 to 6:00 p.m. Applicants interviewed: Divneet Sraon and Samuel Muzzy.

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, April 23, 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; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Gina Estep, Community Development Director; Ann Mueller, Senior Planner; Casey Parker, Finance Director; Kathy Hardy, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner gave the oath of office to newly appointed Councilmember Harjehausen.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:  
The agenda was approved as presented.

PUBLIC COMMUNICATION:  
• King County Councilmember Reagan Dunn gave the State of the County Briefing.  
• Parks & Recreation Commission Chair Laura Morrissey accepted the May 2019 National Water Safety Month Proclamation.  
• Parks & Recreation Commission Vice Chair Aaron Drake accepted the Arbor Day Proclamation.  
• Community Development Director Gina Estep accepted the May 13-17, 2019 Affordable Housing Week Proclamation.

PUBLIC COMMENT:  
Mayor Wagner called for public comments.

David Caudle, Covington resident, expressed concerns over mail theft and suggested a message should go out to the public to warn them.

Elizabeth Porter, Covington resident, requested Council to review the tree ordinance to have a balanced approach to cutting down trees.
There being no further comments, Mayor Wagner closed the public comment period.

**APPROVE CONSENT AGENDA:**
C-1. Minutes: March 26, 2019 City Council Special Meeting – Joint Study Session with Youth Council Minutes and March 26, 2019 City Council Special (Interviews) & Regular Meeting Minutes.

C-2. Vouchers: Vouchers #38910- #38990, including ACH payments in the amount of $164,931.79, dated April 12, 2019; and Paylocity Payroll Vouchers #1010217182 - #1010217194 inclusive, plus employee direct deposits and wire transfers, in the amount of $230,206.56, dated April 5, 2019.

The consent agenda was approved as presented.

**REPORTS OF COMMISSIONS:**
- Economic Development Council – Co-Chair Jared Koukal gave the report.
- Parks & Recreation Commission – Chair Laura Morrissey gave the report.
- Planning Commission – Chair David Caudle gave the report.
- Youth Council – Members Fayth Njenga and Jack Harjehausen gave the report.
- Human Services Commission – Chair Leslie Hamada gave the report.
- Arts Commission – Chair Ed White gave the report.

**PUBLIC HEARING:**
1. To Receive Testimony from the Public and Consider Ordinance Amending Covington Municipal Code Chapter 8.20 Noise Control and Chapter 14.60 Clearing and Grading Relating to Allowing a Method to Request Exemption to the Allowed Hours of Construction for Fill Activities Associated with a Reclamation Permit.

Senior Planner Ann Mueller gave the staff report on this item and Developer Colin Lund provided comments.

Mayor Wagner called for public comments for the public hearing.

Mike Porter, Covington resident, spoke in favor of the amendment to the ordinance and asked for consideration of a specific decibel limit for CMC 8.20.

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

**ORDINANCE NO. 04-2019**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING CHAPTER 8.20 NOISE CONTROL AND CHAPTER 14.60 CLEARING AND GRADING OF THE CITY OF COVINGTON MUNICIPAL CODE; RELATING TO ALLOWING A METHOD TO REQUEST AN
EXEMPTION TO THE ALLOWED HOURS OF CONSTRUCTION FOR FILL ACTIVITIES ASSOCIATED WITH A RECLAMATION PERMIT

Council Action: Councilmember Mhoon moved and Councilmember Cimaomo seconded to pass Ordinance No. 04-2019 relating to code amendments to CMC 8.20 Noise Control and CMC 14.60 Clearing and Grading to allow a process by which a request may be made to the City to allow nighttime fill activities associated with an approved Department of Natural Resources Reclamation Permit and adding associated fees to the 2019 City of Covington Fee Schedule. Vote: 7-0. Motion carried.

NEW BUSINESS:
2. Consider Appointments to Youth Council.

Council Action: Councilmember Hollums moved and Councilmember Harto seconded to appoint Samuel Muzzy to fill Position No. 5 on the Youth Council with a term expiring April 30, 2020. Vote: 7-0. Motion carried.

Council Action: Mayor Pro Tem Smith moved and Councilmember Mhoon seconded to appoint Divneet Sraon to fill Position No. 7 on the Youth Council with a term expiring April 30, 2020. Vote: 7-0. Motion carried.

3. Consider Ordinance Amending Covington Municipal Code Title 5 to Add New Chapter 5.30 Mobile Food Units.

Community Development Intern Dafne Hernandez gave the staff report on this item.

ORDINANCE NO. 05-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING TITLE 5 OF THE COVINGTON MUNICIPAL CODE TO ADD A NEW CHAPTER 5.30 MOBILE FOOD UNITS.

Council Action: Councilmember Harto moved and Councilmember Cimaomo seconded to pass Ordinance No. 05-2019 amending Title 5 of the Covington Municipal Code to include a new Chapter 5.30 Mobile Food Units. Vote: 7-0. Motion carried.


Community Development Department Director Gina Estep gave the staff report on this item.
ORDINANCE NO. 06-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON RELATED TO PERMITTED LAND USES AND CONDITIONS IN THE DOWNTOWN ZONING DISTRICTS, AMENDING COVINGTON MUNICIPAL CODE SECTION 18.31.080 PERMITTED USE TABLE FOR DOWNTOWN ZONING DISTRICTS BY ADDING A NEW USE “PHYSICAL FITNESS/RECREATION CLUB” AND AMENDING THE EXISTING USE “RECREATION, INDOOR OR OUTDOOR” AND ADDING AN ASSOCIATED FOOTNOTE TO THE TABLE, AND AMENDING RELATED LAND USE DEFINITIONS IN CMC CHAPTER 18.20 TECHNICAL TERMS AND LAND USE DEFINITIONS.

Council Action: Councilmember Cimaomo moved and Councilmember Hollums seconded to pass Ordinance No. 06-2019 relating to code amendments to the Downtown Zoning District’s Permitted Uses Table and Conditions in CMC 18.31.080 and Land Use Definitions to CMC Chapter 18.20. Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future agenda items.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

Councilmember Cimaomo announced he would not be able to attend the next Council meeting due to his son’s birthday.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

George Pearson, Covington resident, noted that the majority of the trees that get planted at Jenkins Creek Park for Arbor Day get destroyed by vandalism.

Colin Lund, Lakepointe Developer, spoke on the value of public art.

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 9:16 p.m.

Prepared by: Submitted by:

__________________________________      _______________________________________
Joan Michaud      Sharon Scott
Senior Deputy City Clerk    City Clerk
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers: Vouchers #38991- #39069, including ACH payments in the amount of $510,614.23, dated April 26, 2019; Paylocity Payroll Vouchers #1010280421 - #1010280433 inclusive, plus employee direct deposits and wire transfers, in the amount of $256,392.14, dated April 19, 2019; and Paylocity Payroll Vouchers #1010348953 - #1010348965 inclusive, plus employee direct deposits and wire transfers, in the amount of $226,383.85, dated May 3, 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 #38991- #39069, including ACH payments in the amount of $510,614.23, dated April 26, 2019; Paylocity Payroll Vouchers #1010280421 - #1010280433 inclusive, plus employee direct deposits and wire transfers, in the amount of $256,392.14, dated April 19, 2019; and Paylocity Payroll Vouchers #1010348953 - #1010348965 inclusive, plus employee direct deposits and wire transfers, in the amount of $226,383.85, dated May 3, 2019.
SUBJECT: APPOINT VOTING DELEGATE(S) FOR THE 2019 PUGET SOUND REGIONAL COUNCIL GENERAL ASSEMBLY

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): None

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:
The Puget Sound Regional Council (PSRC) will hold its General Assembly on May 30 in Seattle. PSRC includes all mayors, county executives, commissioners, and councilmembers of PSRC member jurisdictions. Each elected representative is a voting member of the General Assembly, which meets at least annually to vote on major decisions, establish the budget, and elect new officers. Councilmember Mhoon is registered to attend the conference.

ALTERNATIVES:
Not Applicable

FISCAL IMPACT:
None.

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

Councilmember __________ moves, and Councilmember _______________ seconds to appoint Councilmember Mhoon as the voting delegate to represent the City of Covington at the 2019 General Assembly.

REVIEWED BY: City Manager, Finance Director
SUBJECT: AMENDMENTS TO CMC 14.30.050 & 14.45.030(6) RELATED TO PROCEDURAL REQUIREMENTS TO ALLOW AT LEAST ONE OPEN RECORD APPEAL HEARING CONSISTENT WITH STATE LAW.

RECOMMENDED BY: Gina Estep, Community Development Director

ATTACHMENT(S):
1. Proposed Amendments to CMC 14.30.050 & 14.45.030(6)
2. Ordinance 07-2019

PREPARED BY: Ann Mueller, Senior Planner

EXPLANATION:
As a jurisdiction fully planning under the GMA, Covington must use all permit procedures outlined within 36.70B RCW - Local Project Review to administer permit applications. The initiative behind this state law started in 1995, when the State Legislature enacted “regulatory reform” legislation (ESHB 1724) for the purpose of simplifying and integrating the various state land use and environmental regulations. In general, all cities and counties are required to develop an integrated and consolidated project permit review process that:

- Combines both procedural and substantive environmental review with project permit review.
- If administrative appeals are authorized, allows no more than one open record hearing and no more than one closed record appeal hearing on both the permit and environmental review decisions. An exception is made for appeals of a SEPA determination of significance.

The proposed amendments to CMC 14.30.050 and CMC 14.45.030(6) shown in Attachment 1 are procedural changes to update city code language to reflect state law, which requires at least one open record hearing (RCW 36.70B.050). Existing code language on open record hearings and closed record appeal hearings has not changed since the city incorporated. The existing code is original King County code language that has not been updated since incorporation to clarify that the city must provide at least one open record hearing and one closed record appeal for permit applications. Covington does allow for the appeal of a SEPA threshold determination, which is an administrative decision by the city’s SEPA Official. The proposed amendments clarify that an appeal of a Type 2 decision will be an open record appeal.

As this is a procedural amendment to the Covington Municipal Code a public hearing is not required. Furthermore, procedural amendments with no substantive changes related to use or modification of the environment are categorically exempt from the requirement of a SEPA threshold determination (WAC 197-11-800(19)).

Attachment 2 is Ordinance 07-2019, which includes the recommended code amendments.
ALTERNATIVES:
1. Recommend amendments to the proposed ordinance.
2. Return the issue to city staff for further study and analysis.

FISCAL IMPACT:
No fiscal impact will occur due to these procedural amendments.

CITY COUNCIL ACTION:  X Ordinance  ___Resolution  ___Motion  ___Other

    Council member ____________ moves, Council member _________________ seconds, to adopt an Ordinance 07-2019 to amend portions of CMC Chapters 14.30 and 14.45 related to open and closed record hearing and appeal procedures.

REVIEWED BY:  Finance Director, City Manager; City Attorney.
Chapter 14.30

PERMIT DECISION TYPES

Sections:
14.30.010 Purpose.
14.30.020 Classification of permit decision types.
14.30.030 Determination of proper decision type.
14.30.040 Decision types.
14.30.050 Requirements by decision type.
14.30.060 Legislative actions.
14.30.070 Administrative interpretations.

14.30.010 Purpose.
The purpose of Chapters 14.30, 14.35, 14.40 and 14.45 CMC is to establish standard procedures for land use permit applications, public notice, hearings and appeals in the City. These procedures are designed to promote timely and informed public participation in discretionary land use decisions; eliminate redundancy in the application, permit review, hearing and appeal processes; provide for uniformity in public notice procedures; minimize delay and expense; and result in development approvals that implement the policies of the comprehensive plan. These procedures also provide for an integrated and consolidated land use permit and environmental review process. (Ord. 02-09 § 2)

14.30.020 Classification of permit decision types.
Decisions on permit applications shall be classified as either Type 1, 2, 3 or 4, based on the amount of discretion associated with each decision. Procedures for the four different types are distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made, and whether an administrative appeal process is provided. The types of decisions are set forth in CMC 14.30.040 and the requirements for each type are set forth in CMC 14.30.050. (Ord. 02-09 § 2)

14.30.030 Determination of proper decision type.
(1) Determination by Director. The Director shall determine the proper procedure for all permit applications. If there is a question as to the appropriate type of process, the Director shall resolve it in favor of the higher type number.

(2) Optional Consolidated Permit Processing. An application that involves two or more procedures may be processed collectively under the highest numbered procedure required for any part of the application or processed individually under each of the procedures identified by the code. The applicant may determine whether the application shall be processed collectively or individually. If the application is processed under the individual procedures option, the highest numbered type procedure must be processed prior to the subsequent lower numbered procedure. If the individual procedure option is chosen, the applicant will be eligible for any fee reduction contained in the current fee resolution.

(3) SEPA Review. SEPA review shall be conducted concurrently with development project review. The following are exempt from concurrent review:

(a) Projects categorically exempt from SEPA; and

(b) Components of previously completed planned actions, to the extent permitted by law and consistent with the EIS for the planned action.

(4) Decisionmaker(s). Applications processed in accordance with subsection (2) of this section which have the same highest numbered procedure but are assigned different hearing bodies shall be heard collectively by the highest decisionmaker(s). The City Council is the highest, followed by the Hearing Examiner or Planning Commission, as applicable, and then the Director.

(5) Hearings. Permits are allowed only one open record hearing and one closed record appeal hearing, except for the appeal of a determination of significance. (Ord. 02-09 § 2)
14.30.040 Decision types.¹

<table>
<thead>
<tr>
<th>Type 1</th>
<th>Type 2</th>
<th>Type 3</th>
<th>Type 4</th>
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</thead>
<tbody>
<tr>
<td>Building Permit (15.05)</td>
<td>Short Plat (Including Revisions and Alterations) (17.20)</td>
<td>Preliminary Plat (17.20)</td>
<td>Final Subdivision⁴ (17.25)</td>
</tr>
<tr>
<td>Grading Permit (14.60)</td>
<td>Design and Construction Standards Variance (12.60)</td>
<td>Plat Alterations (17.25)</td>
<td>Shoreline Environment Redesignations (16.05)</td>
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<td>Boundary Line Adjustment (17.40)</td>
<td>Clearing and Grading Design Variance (14.60)</td>
<td>Preliminary Plat Revisions (17.20)</td>
<td>Plat or Short Plat Vacations (17.25)</td>
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<td>Right-of-Way Use Permit (12.35)</td>
<td>Design Departure from the City of Covington Design Guidelines and Standards (18.31)</td>
<td>Zoning Variance (18.125)</td>
<td>Street Vacations (12.55)</td>
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<td>Design and Construction Standards Deviation (12.60)</td>
<td>Downtown Permitted Use Determination (18.31)</td>
<td>Conditional Use Permits (18.125)</td>
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<td>Clearing and Grading Design Deviation (14.60)</td>
<td>Temporary Use (18.85)</td>
<td>New Wireless Communication Facility Towers and Height Modifications (18.70)</td>
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<td>Shoreline Exemption (16.05)</td>
<td>Shoreline Substantial Development Permit (16.05)</td>
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<td>Code Interpretation (14.30)</td>
<td>SEPA Threshold Determination³</td>
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<tr>
<td>Miscellaneous Administrative Decisions</td>
<td>Commercial Site Development Permit (18.31 and 18.110)</td>
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<td>Minor Tree Removal (18.45)</td>
<td>Re-use of Facilities (18.85)</td>
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<td>WCF Collocation on a Transmission Structure or WCF Tower (18.70)</td>
<td>Critical Areas Reasonable Use Exceptions (18.65)</td>
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<td>Binding Site Plan (17.30)</td>
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<td>Major Tree Removal (18.45)</td>
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<td>Stormwater Manuals Variance (13.25)</td>
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<tr>
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<td>Wireless Communication Facilities Collocations (18.70)</td>
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</tbody>
</table>

¹ If a conflict between this chart and the text of the CMC exists, the text of the CMC controls.

² When applications for shoreline permits are combined with other permits requiring Type 3 or 4 land use decisions, the Examiner, not the Director, makes the decision. All shoreline permits, including shoreline variances and conditional uses, are appealable to the State Shorelines Hearings Board and not to the Hearing Examiner.

³ Appeal to Examiner is limited to the SEPA threshold determination for a project permit. The decision on the Type 1 permit itself is appealable to Superior Court.

⁴ Final subdivisions are submitted directly to the City Council for final decision without a recommendation by the Hearing Examiner.

(Ord. 17-16 § 11; Ord. 08-13 § 3 (Exh. A); Ord. 06-13 § 2 (Exh. A); Ord. 09-12 § 2 (Exh. B); Ord. 10-10 § 3 (Exh. C); Ord. 13-09 § 17; Ord. 02-09 § 2)

14.30.050 Requirements by decision type.¹

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<th>Requirement made by:</th>
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<th>Type 2</th>
<th>Type 3</th>
<th>Type 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>n/a</td>
<td>n/a</td>
<td>Director</td>
<td>Hearing Examiner</td>
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<td>Final decision made by:</td>
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<td>City Council</td>
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<td>Notice of permit application:</td>
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<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Notice of final decision:</td>
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<td>Yes</td>
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<td>Open record public hearing:</td>
<td>No</td>
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<td>Yes, before the Hearing Examiner</td>
<td>Yes, before the Hearing Examiner</td>
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<td>Closed record appeal hearing:</td>
<td>No</td>
<td>Yes, before the Hearing Examiner regarding project proposals</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Judicial (closed record) appeal:</td>
<td>King County Superior Court</td>
<td>King County Superior Court</td>
<td>King County Superior Court</td>
<td>King County Superior Court</td>
</tr>
</tbody>
</table>

¹ If a conflict between this chart and the text of the CMC exists, the text of the CMC controls.

(Ord. 17-16 § 12; Ord. 02-09 § 2)
14.30.060 Legislative actions.
(1) Defined. Legislative actions involve the creation, amendment, or implementation of policy or law by ordinance. In contrast to other types of actions, legislative actions apply to large geographic areas and are of interest to many property owners and citizens. Legislative actions are only taken after an open record hearing.

(2) Decisions. The following decisions are legislative, and are not subject to the procedures in this chapter, unless otherwise specified:
   (a) Zoning code amendments;
   (b) Adoption of development regulations and amendments;
   (c) Zoning map amendments;
   (d) Adoption of the comprehensive plan and any plan amendments; and
   (e) Annexations.

(3) Planning Commission. The Planning Commission shall hold a public hearing and make recommendations to the City Council on the decisions listed in subsection (2) of this section.

(4) City Council. The City Council may hold a public hearing on the decisions listed in subsection (2) of this section prior to passage of an ordinance or entry of a decision.

(5) Public Notice. Unless otherwise provided for herein, notice of the public hearing shall be provided to the public at least 14 days prior to the hearing by publishing notice as provided for in CMC 14.40.040(2). In addition to publishing notice and posting notice at City Hall, at least 14 days prior to the hearing the City shall mail notice of the public hearing to the applicant, relevant government agencies, and other interested parties who have requested in writing to be notified of the hearing. If the legislative action is for a comprehensive plan amendment, notice of the public hearing shall also be posted and mailed pursuant to CMC 14.40.040(3). The City may also provide optional methods of public notice as provided in CMC 14.40.050.

(6) Appeals. The City Council’s final legislative decision may be appealed together with any SEPA final threshold determination by filing a petition with the Growth Management Hearings Board pursuant to the requirements set forth in RCW 36.70A.290, as currently adopted and hereafter amended from time to time. (Ord. 17-16 § 13; Ord. 09-16 § 4 (Exh. C); Ord. 02-09 § 2)

14.30.070 Administrative interpretations.
Unless otherwise specified and except for other agencies with authority to implement specific provisions of this chapter, the Director is delegated the authority to issue official interpretations of all development regulations. Requests for an official interpretation must be submitted in writing and be accompanied by the required fee as set forth in the City’s current fee resolution. (Ord. 02-09 § 2)
Chapter 14.45

APPEAL PROCEDURES

Sections:
14.45.010 Decisions final unless appealed.
14.45.020 Appeals of administrative decisions.
14.45.030 Procedures.
14.45.040 Judicial appeal.
14.45.050 Procedural irregularity.

14.45.010 Decisions final unless appealed.
All administrative decisions shall be final unless the applicant or an aggrieved party files an appeal as set forth in this chapter. (Ord. 02-09 § 5)

14.45.020 Appeals of administrative decisions.
The procedures set forth in this chapter shall apply to all appeals to the Hearing Examiner or to the City Council that are authorized by the Covington Municipal Code, unless a conflicting procedure or action is required by the code provision authorizing the appeal. (Ord. 02-09 § 5)

14.45.030 Procedures.
(1) An administrative appeal of a Type 2, 3, or 4 project decision and of any environmental determination issued at the same time as the project decision shall be filed with the City Clerk within 14 days after the notice of the decision or after other notice that the decision has been made and is appealable. The appeal fee as set forth in the current fee resolution shall also be filed with the City within this time frame. The appeal period shall be extended for an additional seven days if public comment is allowed on a determination of nonsignificance issued as part of the appealable project permit decision.

(2) Content of Appeal. Appeals shall be in writing, be accompanied by the required appeal fee, and contain the following information:

(a) Appellant’s name, address and phone number;

(b) Appellant’s statement describing his or her standing to appeal;

(c) Identification of the application which is the subject of the appeal;

(d) Appellant’s statement of grounds for appeal and the facts upon which the appeal is based;

(e) The relief sought, including the specific nature and extent;

(f) A statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant’s signature.

(3) Upon timely receipt of a notice of appeal and fee, the City Clerk shall set the matter for a hearing before the Hearing Examiner.

(4) The City Clerk shall provide notice of the hearing at which the appeal shall be considered at least 14 calendar days prior to the hearing, or as otherwise provided by law. The hearing notice shall be provided by:

(a) Posting notice as provided in CMC 14.40.040(1);

(b) Publishing notice as provided in CMC 14.40.040(2);

(c) Mailing notice to the appellant, to the applicant, and to any person who requested notice of decision or submitted substantial comments on the application.
(5) The time period for considering and deciding an appeal shall not exceed 90 days for an open record appeal hearing or 60 days for a closed record appeal. The parties to an appeal may agree to extend these time periods.

(6) The Hearing Examiner shall render a decision based upon the written record of the previous proceedings, including, but not limited to, written materials, exhibits and minutes. The Hearing Examiner may consider a tape-recording of the previous proceedings. The Hearing Examiner may hear oral argument from the appellant, the applicant if the appellant is not the applicant, and the City. The Hearing Examiner shall render a decision based upon testimony presented by the parties, evidence admitted, information of which judicial notice is taken, and written and oral argument by the parties. The Hearing Examiner may affirm the decision, reverse the decision, affirm the decision with modification, or remand the decision to the decisionmaker for further consideration. The Hearing Examiner shall affirm the decision unless, from a review of the record, it is determined the decision being appealed meets one of the following criteria:

(a) The body or officer that made the decision engaged in unlawful procedure or failed to follow a prescribed process, unless the error was harmless;

(b) The decision is an erroneous interpretation by the law, after allowing for such deference as is due the construction of a law by a local jurisdiction with expertise;

(c) The decision is not supported by evidence that is substantial when viewed in light of the whole record;

(d) The decision is a clearly erroneous application of the law to the facts;

(e) The decision is outside the authority or jurisdiction of the body or officer making the decision;

(f) The decision violates the constitutional rights of the party seeking relief.

(7) The Hearing Examiner shall issue a written decision on the appeal containing:

(a) A statement of the decision on appeal, including any conditions;

(b) A statement of the facts upon which the decision is based and the conclusions of law derived from these facts; and

(c) A statement of the right of an affected party to appeal the decision of the Hearing Examiner.

(8) If a permit is granted, the City official administering the permit may allow the applicant to begin all or a portion of the construction or commence all or a portion of the operations during the pendency of any appeal; provided, that such construction or operation is begun at the applicant’s own risk. If the decision being appealed is reversed or modified, the applicant may be required to remove or alter any development or action inconsistent with the final decision and/or restore the environment to its pre-existing condition. (Ord. 17-16 § 14; Ord. 02-09 § 5)

14.45.040 Judicial appeal.
An appeal from the decision of the Hearing Examiner for which no other administrative appeal is provided shall be filed and served within 21 days of the issuance of the decision in accordance with Chapter 36.70C RCW. (Ord. 02-09 § 5)

14.45.050 Procedural irregularity.
No procedural irregularity or informality in the notice, consideration, hearing or other matter relating to the decision or the appeal shall affect the final decision, or any other action leading to the final decision, unless substantial rights of a person with demonstrable beneficial interests are adversely affected and unless objection is made to the City at the earliest possible time after discovery. (Ord. 02-09 § 5)
ORDINANCE NO. 07-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING THE CITY OF COVINGTON MUNICIPAL CODE (CMC) SECTIONS 14.30.050 AND 14.45.030(6) RELATING TO OPEN AND CLOSED RECORD PUBLIC HEARINGS AND APPEALS.

WHEREAS, Chapter 36.70B of the Revised Code of Washington (RCW) provides permit procedures to administer the permit application processes; and

WHEREAS, Chapter 35A.63 RCW empowers the City of Covington to enact planning regulations including procedures for permits and appeals; and

WHEREAS, the proposed amendments to CMC 14.30.050 and 14.45.030(6) are consistent with state law to allow no more than one open record hearing and not more than one closed record appeal hearing on permit and environmental review; and

WHEREAS, the City Council of the City of Covington, upon review of the facts, findings and information provided by City staff, find that all applicable and substantive requirements of the law have been met, that the adoption of this ordinance promotes the public health, safety, and general welfare of the community, and that the adoption of this ordinance serves the public interest;

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

Section 1. Section 14.30.050 of the Covington Municipal Code is hereby amended as follows:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Type 1</th>
<th>Type 2</th>
<th>Type 3</th>
<th>Type 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommendation made by:</td>
<td>n/a</td>
<td>n/a</td>
<td>Director</td>
<td>Hearing Examiner</td>
</tr>
<tr>
<td>Final decision made by:</td>
<td>Director</td>
<td>Director</td>
<td>Hearing Examiner</td>
<td>City Council</td>
</tr>
<tr>
<td>Notice of permit application:</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Notice of final decision:</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Open record public hearing:</td>
<td>No</td>
<td>No</td>
<td>Yes, before the Hearing Examiner</td>
<td>Yes, before the Hearing Examiner</td>
</tr>
<tr>
<td>Closed record appeal hearing:</td>
<td>No</td>
<td>Yes, before the Hearing Examiner regarding project proposals</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Judicial (closed record) appeal:</td>
<td>King County Superior Court</td>
<td>King County Superior Court</td>
<td>King County Superior Court</td>
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</tr>
</tbody>
</table>

- Type 1: Project type 1
- Type 2: Project type 2
- Type 3: Project type 3
- Type 4: Project type 4

1 If a conflict between this chart and the text of the CMC exists, the text of the CMC controls.

Section 2. Section 14.45.030(6) of the Covington Municipal Code is hereby amended as
follows:

(6) The Hearing Examiner shall render a decision based upon the written record of the previous proceedings, including, but not limited to, written materials, exhibits and minutes. The Hearing Examiner may consider a tape recording of the previous proceedings. The Hearing Examiner may hear oral argument from the appellant, the applicant if the appellant is not the applicant, and the City. The Hearing Examiner shall render a decision based upon testimony presented by the parties, evidence admitted, information of which judicial notice is taken, and written and oral argument by the parties. The Hearing Examiner may affirm the decision, reverse the decision, affirm the decision with modification, or remand the decision to the decisionmaker for further consideration. The Hearing Examiner shall affirm the decision unless from a review of the record it is determined the decision being appealed meets one of the following criteria:

(a) The body or officer that made the decision engaged in unlawful procedure or failed to follow a prescribed process, unless the error was harmless;

(b) The decision is an erroneous interpretation by the law, after allowing for such deference as is due the construction of a law by a local jurisdiction with expertise;

(c) The decision is not supported by evidence that is substantial when viewed in light of the whole record;

(d) The decision is a clearly erroneous application of the law to the facts;

(e) The decision is outside the authority or jurisdiction of the body or officer making the decision;

(f) The decision violates the constitutional rights of the party seeking relief.

Section 3. This ordinance shall be in full force and effect five (5) days after publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

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

Passed by the City Council on the 14th day of May 2019.

_______________________
Mayor Jeff Wagner

PUBLISHED:  May 17, 2019
EFFECTIVE:   May 22, 2019

ATTESTED:

_______________________
Sharon Scott
City Clerk

APPROVED AS TO FORM:

_______________________
Kathy Hardy
City Attorney
SUBJECT: CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT AND OTHER CLOSING DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF COVINGTON ELEMENTARY PROPERTY

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. Proposed Resolution and Exhibit “A” Real Estate Purchase and Sale Agreement

PREPARED BY: Sharon Scott, Executive Assistant/City Clerk

EXPLANATION:
Kent School District’s (KSD) Covington Elementary property (the “Property”) is a strategic piece of land desired by the city for the future Town Center. As such, in 2013 the city and KSD entered into a Right of First Offer (ROFO) agreement, which provides the city the first opportunity, before all other potential purchasers, to purchase the Property.

Last month we sat down with representatives of KSD to negotiate the purchase of the property and submitted an offer, which KSD accepted last week.

CITY COUNCIL ACTION: _____Ordinance _____Resolution _____Motion _____Other

Council member ________________ moves and Council member ________________ seconds, to pass a resolution, in substantial form as presented, to authorize the City Manager to execute a real estate purchase and sale agreement and other closing documents necessary to complete the purchase of the Covington Elementary property

REVIEWED BY: Finance Director, City Attorney, City Manager
RESOLUTION NO. 2019-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT AND OTHER CLOSING DOCUMENTS FOR ACQUISITION OF THE COVINGTON ELEMENTARY PROPERTY

WHEREAS, the City of Covington has a desire to acquire certain properties for the Town Center; and

WHEREAS, the Covington Elementary property may be obtained voluntarily from the Kent School District (KSD); and

WHEREAS, the city and KSD entered into a Right of First Offer (ROFO) agreement, which provides the city the first opportunity, before all other potential purchasers, to purchase the Property; and

WHEREAS, the city and representatives of KSD negotiated the purchase price of the property;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, that the City Manager is authorized to execute a real estate purchase and sale agreement attached hereto as Exhibit “A” and other closing documents for acquisition of the Covington Elementary School property.

ADOPTED in open and regular session on this 14th day of May, 2019 and signed in authentication thereof.

_____________________________
Mayor Jeff Wagner

ATTESTED:

_____________________________
Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

_____________________________
Sara Springer, City Attorney
RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

SPECIFIC TERMS

1. Date: ___________________________ MLS No.: ________________ Offer Expiration Date: ______________________

2. Buyer: 'City of Covington'

3. Seller:

4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): ___________________________ ___________________________

5. Included Items: □ stove/range; □ refrigerator; □ washer; □ dryer; □ dishwasher; □ hot tub; □ fireplace insert; □ wood stove; □ satellite dish; □ security system; □ attached television(s); □ attached speaker(s); □ microwave; □ generator; □ other Existing Buildings

6. Purchase Price: $3,945,033 three million nine hundred thirty-three thousand Dollars

7. Earnest Money: $10,000 □ Check; □ Note; □ Other ____________________________ (held by □ Selling Firm; □ Closing Agent)

8. Default: (check only one) □ Forfeiture of Earnest Money; □ Seller's Election of Remedies

9. Title Insurance Company: Chicago Title Company

10. Closing Agent: Company Individual (optional)

11. Closing Date: July 15, 2019 Possession Date: □ on Closing; □ Other ____________________________

12. Services of Closing Agent for Payment of Utilities: □ Requested (attach NWMLS Form 22K); □ Waived

13. Charges/Assessments Levied Before but Due After Closing: □ assumed by Buyer; □ prepaid in full by Seller at Closing

14. Seller Citizenship (FIRPTA): Seller □ is; □ is not a foreign person for purposes of U.S. income taxation

15. Agency Disclosure: Selling Broker represents: □ Buyer; □ Seller; □ both parties; □ neither party Listing Broker represents: □ Seller; □ both parties

16. Addenda: 3.1 (Earnest Money Note)

____________________________________________
Buyer's Signature Date

____________________________________________
Buyer's Signature Date

____________________________________________
Selling Firm MLS Office No.

____________________________________________
Selling Broker (Print) MLS LAG No.

____________________________________________
Firm Phone No. Broker Phone No. Firm Fax No.

____________________________________________
Selling Firm Document E-mail Address

____________________________________________
Selling Broker's E-mail Address

____________________________________________
Selling Broker DOL License No. Selling Firm DOL License No.

____________________________________________
Listing Firm MLS Office No.

____________________________________________
Listing Broker (Print) MLS LAG No.

____________________________________________
Firm Phone No. Broker Phone No. Firm Fax No.

____________________________________________
Listing Firm Document E-mail Address

____________________________________________
Listing Broker's E-mail Address

____________________________________________
Listing Broker DOL License No. Listing Firm DOL License No.
a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over $10,000.00, it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over $10,000.00, Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is $10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disbursed the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to $500.00 for the costs thereof.

c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire title before Closing.

d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company
shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

f. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. “Closing” means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer’s consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller’s failure to install a carbon monoxide alarm(s) in the Property.

g. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys’ fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner’s association dues shall be prorated as of Closing. Buyer shall pay Buyer’s loan costs, including credit report, appraisal charge and lender’s title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

i. Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

Continued

j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller’s citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act (“FIRPTA”) at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

l. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar day, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

m. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

n. Assignment. Buyer may not assign this Agreement, or Buyer’s rights hereunder, without Seller’s prior written consent, unless the parties indicate that assignment is permitted by the addition of “and/or assigns” on the line identifying the Buyer on the first page of this Agreement.

o. Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:

i. Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

ii. Seller’s Election of Remedies. Seller may, at Seller’s option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller’s actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

p. Professional Advice and Attorneys’ Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys’ fees and expenses.

q. Offer. Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller’s name and Seller’s warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party’s broker, or at the licensed office of the other party’s broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

t. **Agency Disclosure.** Selling Firm, Selling Firm’s Designated Broker, Selling Broker’s Branch Manager (if any) and Selling Broker’s Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm’s Designated Broker, Listing Broker’s Branch Manager (if any), and Listing Broker’s Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled “The Law of Real Estate Agency.”

u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm’s commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby assign to Listing Firm and Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys’ fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.

w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer’s satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer’s needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner’s, flood, earthquake, landslide, and other available coverage. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
EARNEST MONEY PROMISSORY NOTE

$ 10,000,000.00, Kent, Washington

FOR VALUE RECEIVED, City of Covington, agree(s) to pay to the order of Chicago Title Co (Selling Firm or Closing Agent), the sum of Ten Thousand Dollars ($10,000.00), as follows:

☐ within 3 days following mutual acceptance of the Purchase and Sale Agreement.

☐ * ________________________________________________________________________________________

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and Sale Agreement between the Buyer and Kent School District, dated _____________________________. Buyer’s failure to pay the Earnest Money strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note.

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the balance due on this Note, the Buyer promises to pay reasonable attorneys’ fees, and all court and collection costs.

Date: ____________________________

BUYER ____________________________________________________________

BUYER ____________________________________________________________

* "On closing" or similar language is not recommended. Use a definite date.
REVISED PARCEL A:
THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING AND COMPRISING A PORTION OF TRACT 3 OF KING COUNTY SHORT PLAT NO., 776006, AS RECORDED UNDER KING COUNTY RECORDING NO. 7610290948 AND A PORTION OF PROPERTY AS SHOWN ON A RECORD OF SURVEY RECORDED UNDER KING COUNTY RECORDING NO. 8409059003, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 4X4 CONCRETE MONUMENT WITH 0.5" BRASS PLUG (PUNCHED) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 05 EAST, ALSO BEING THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE COINCIDENT WITH THE EAST LINE, S 01° 18' 41" W A DISTANCE OF 108.21 FEET TO A POINT ALONG THE NORTHERLY MARGIN OF S.E. WAX ROAD;

THENCE LEAVING SAID EAST LINE, COINCIDENT WITH THE NORTHERLY MARGIN OF SAID S.E. WAX ROAD, S 41° 09' 50" W A DISTANCE OF 514.08 FEET TO THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE LEAVING THE NORTHERLY MARGIN OF SAID S.E. WAX ROAD, N 89° 31' 16" W A DISTANCE OF 316.67 FEET; THENCE S 40° 50' 10" W A DISTANCE OF 234.30 FEET TO THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE N 00° 28' 43" E A DISTANCE OF 676.57 FEET TO A POINT ON THE NORTHERLY LINE SAID SUBDIVISION, ALSO BEING THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE COINCIDENT WITH SAID NORTH LINE, S 89° 31' 17" E A DISTANCE OF 805.09 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 348,480 SQ. FT., OR 8.00 ACRES, MORE OR LESS. EXCEPT THAT PORTION CONVEYED TO WATER DISTRICT NO. 105 BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 5230180.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. 2020 – 2025 TIP Summary Spreadsheet
2. 2020 – 2025 TIP Map
3. 2020 – 2025 TIP Project Descriptions

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:
The city is required by RCW 35.77.010 to annually prepare and adopt a comprehensive transportation program for the ensuing six calendar years and to forward a copy of that Six-Year Transportation Improvement Program (TIP) to the Washington State Secretary of Transportation by July 31st. The TIP represents the first six years of the 20-year transportation (street) capital improvement program. The projects contained in the proposed City of Covington Six-Year TIP 2020 – 2025 are consistent with the transportation projects identified in the Transportation Element of the City’s Comprehensive Plan adopted January 12, 2016.

As a segment of the public involvement process, the City Council must hold a public hearing to receive testimony on the TIP. This hearing has been properly noticed in the paper of local circulation. The notification was in the Covington Reporter on April 26, 2019.

On June 12, 2018, the City Council adopted the 2019-2024 Six-Year Transportation Improvement Program in Resolution No. 2018-8. The TIP we are presenting tonight remains unchanged from last year (see attachments for details). The exception is that 1086 the 164th Avenue SE Pedestrian Improvement falls off the list as it will be completed this summer.

ALTERNATIVES:
Direct staff to modify the draft 2020 – 2025 Six-Year TIP.

FISCAL IMPACT:
The fiscal impact of each proposed project is indicated in the draft Six-Year TIP 2020 – 2025. The specific revenue source(s) for the city portion of the funds for each project is determined each year during the budget process. Additional revenues are needed to fund these projects. Possible sources are grants, appropriations and traffic impact fees.

CITY COUNCIL ACTION: _____Ordinance _____Resolution _____Motion ___ X ___Other

HOLD PUBLIC HEARING. PROVIDE INPUT TO STAFF.

REVIEWED BY: City Manager, City Attorney, Finance Director
## CITY OF COVINGTON
### 2020 to 2025 Transportation Improvement Program
#### Summary

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<th>Priority</th>
<th>City CIP #, Project Name, Termini, Major Class of Work</th>
<th>Phase</th>
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<th>2</th>
<th>3</th>
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3.0% Annual Construction Cost Increase

ATTACHMENT 1
This map is intended for planning purposes only. Information was compiled from the most accurate sources generally available.
Annual Citywide ADA Improvements - Various Locations

Associated with the adoption of the City’s ADA policy, the City has begun a larger initiative to bring city facilities into compliance with the ADA. First year Public Works efforts are aimed at installing truncated domes at various locations throughout the city.

Capital Improvement Project Priorities

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

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

2. **CIP 1201  204th Avenue SE between SE 272nd Street SE and SE 259th Street**

   The new roadway connection will provide overall benefits to the citywide street system by providing more options for vehicles traveling between SE 272nd Street and SR 18. This collector arterial will be widened to two 12-foot lanes, one 14-foot turn lane/median, and two 5-foot wide bike lanes. Each side of the roadway will also include a curb, a gutter, a 5-foot landscape buffer, and a 5-foot sidewalk.
3. **CIP 1145  SE 256th Street between 168th Avenue SE and 173rd Avenue SE**

This project replaces the culvert crossing over Little Soos Creek and widens SE 256th to 5 lanes. The project includes curb, gutter, 8’ sidewalk, landscaping, bike lanes, illumination and undergrounding of utilities. Project length is about 1500 feet. This project will complete a gap in our pedestrian/non-motorized transportation system.

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

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

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

This project provides for design and future construction of additional turn lanes, channelization, and signal modifications. Widening SE 272nd Street will require modifications to the existing stream crossing at the intersection. Project length is 800 feet. Construct street section consistent with the existing SR 516 section including illumination, landscaping, 10’ wide sidewalks with street trees in planting wells.
6. **CIP 1056**  
SE 256th Street between 172nd Avenue SE and 180th Avenue SE  
**CIP 1149**  
180th Avenue SE between SE 256th Street and SE Wax Road (N)

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

7. **Town Center 1**  
SE 276th Street between 168th Place SE and SE Wax Road

This is a new route; new alignment roadway that will support the Town Center vision and meet the Town Center Design Guidelines. The schedule of these projects will be primarily driven by development and may be constructed in portions.

8. **Town Center 2**  
171st Avenue SE (Main Street) between SE 275th Street and SE 276th Street

This is a new route; new alignment roadway that will support the Town Center vision and meet the Town Center Design Guidelines. The schedule of these projects will be primarily driven by development and may be constructed in portions.
9. **CIP 1124  185th Place SE Extension - Wax Road/180th Ave SE to SE 272nd Street**

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

5:20 p.m., Tuesday, May 28, 2019 Special Meeting –
Interviews for Youth Council & Arts Commission

7:00 p.m., Tuesday, May 28, 2019 Regular Meeting

(Draft Agenda Attached)
Wednesday, May 28, 2019
7:00 p.m.  City Council Chambers
16720 SE 271st Street, Suite 100, Covington

CITY OF COVINGTON
CITY COUNCIL SPECIAL MEETING AGENDA – 5:20 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.
www.covingtonwa.gov

Council will interview applicants for the Youth Council and Arts Commission beginning at 5:20 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
• End of Session Report (Briahna Murray and Trevor Justin, Gordon Thomas Honeywell)

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: May 14, 2019 Special & Regular Meetings (Scott)
C-2. Vouchers (Parker)
C-3. Appoint Voting Delegate for Association of Washington Cities 2019 Annual Business Meeting (Council)

REPORTS OF COMMISSIONS
• Economic Development Council
• Parks & Recreation Commission
• Planning Commission
• Youth Council
• Human Services Commission
• Arts Commission

NEW BUSINESS
1. Consider Appointments to Arts Commission (Council)
2. Consider Appointments to Youth Council (Council)
3. Consider Resolution Adopting Six-Year 2020-2025 Transportation Improvement Program (TIP) (Vondran)
4. Discuss Selection of Citizen and Honorary Citizen of the Year (Slate)
5. 2019 First Quarter Financial Report (Parker)

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).