Council will interview a Planning Commission applicant beginning at 6:40 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Mayor’s Day of Concern for the Hungry Proclamation
- Constitution Week Proclamation - September 17-23
- Domestic Violence Awareness Month Proclamation – October 2019
- National Recovery Month Proclamation - September (Mario Williams-Sweet)
- POW/MIA Proclamation (Rick Holland)
- Covington 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 (Scott)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Execute the Youth and Amateur Sports Grant Agreement for the “Keep Kids Splashing” Project at the Covington Aquatic Center (Newton)
C-4. Adopt Resolution Approving Covington Estates Subdivision Final Plat (City File No. LU06-0066/2105) (Bykonen)
C-5. Adopt Resolution Approving Glacier Subdivision Final Plat (City File No. LU17-0019/0032) (Bykonen)
C-6. Authorize City Manager to Execute Amendment #2 to Agreement for Services with McDonough & Sons, Inc. for joint Covington/Maple Valley Street Sweeping (Vondran)
C-7. Authorize City Manager to Execute Local Agency Agreement Supplement No. 1 with Washington State Department of Transportation and Amendment No. 1 with DCI Engineers for Additional Real Estate Services for Covington Connector (CIP 1201) Project (Vondran)
C-8. Adopt Resolution Declaring One Piece of Equipment as Surplus Property (Vondran)
PUBLIC HEARING
1. Receive Public Comment and Consider Ordinance Amending Covington Municipal Code Section 18.50.110 Relating to Off-Street Parking (Bykonen)

NEW BUSINESS
2. Consider Appointment to Planning Commission (Council)
3. Consider Ordinance Amending Covington Municipal Code Section 14.35.010 Preapplication Conference (Bykonen)

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).
SUBJECT: APPROVAL OF MINUTES: JULY 9, 2019 CITY COUNCIL SPECIAL MEETING (INTERVIEWS) & REGULAR MEETING MINUTES; JULY 23, 2019 CITY COUNCIL REGULAR MEETING MINUTES; AND AUGUST 13, 2019 CITY COUNCIL SPECIAL MEETING (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 _____ Motion Other

Councilmember __________ moves, Councilmember __________ seconds, to approve the July 9, 2019 City Council Special Meeting (Interviews) & Regular Meeting Minutes; July 23, 2019 City Council Regular Meeting Minutes; and August 13, 2019 City Council Special Meeting (Interviews) & Regular Meeting Minutes.
City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, July 9, 2019

INTERVIEW: The Council conducted interviews for the Covington Economic Development Council and the Planning Commission beginning at 6:00 p.m. Applicants interviewed: Ed Homes and Darren Groth.

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, July 9, 2019, at 7:02 p.m., with Mayor Wagner presiding.

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

COUNCILMEMBERS ABSENT:
Jennifer Harjehausen.

Council Action: Councilmember Mhoon moved and Councilmember Cimaomo seconded to excuse Councilmember Harjehausen. Vote: 6-0. Motion carried.

STAFF PRESENT:
Regan Bolli, City Manager; Megan Roberts, Covington Police Sergeant; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Gina Estep, Community Development Director; Kathy Hardy, City Attorney; Ann Mueller, Senior Planner; 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 presented.

PUBLIC COMMUNICATION:
• Lauren Ravotti accepted the 2019 Citizen of the Year Proclamation.
• Judy Swanberg accepted the 2019 Honorary Citizen of the Year Proclamation.

Council recessed from 7:13 to 7:28 p.m. for a brief reception for the Citizen and Honorary Citizen of the Year.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Leroy Stevenson, Covington resident, questioned why there was a public hearing on the agenda for the current meeting and spoke against taxes.
Robin Clark, Covington resident, spoke against legal fireworks.

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

**APPROVE CONSENT AGENDA:**

C-1. Vouchers: Vouchers #39242- #39307, including ACH payments in the amount of $301,320.59, dated June 21, 2019; and Paylocity Payroll Vouchers #1010615436 - #1010615450 inclusive, plus employee direct deposits and wire transfers, in the amount of $234,721.40, dated June 28, 2019.

RESOLUTION NO. 2019-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE FINAL PLAT OF MAPLE HILLS PHASE III-B, LU14-0018/0012 FOR RECORDING.

C-2. Resolution Approving Maple Hills Phase III-B Final Plat.

ORDINANCE NO. 08-2019

AN ORDINANCE OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON CREATING A NEW SECTION 3.35.100 OF THE COVINGTON MUNICIPAL CODE ESTABLISHING A CITY CUSTODIAL FUND.

C-3. Ordinance Creating New Section CMC 3.35.100 City Custodial Fund.

C-4. Award Construction Contract for Prestige Park Stormwater Pond Project and Authorize City Manager to Execute Contract with Norvind Company.

C-5. Authorize the City Manager to Execute a Grant Agreement with Washington State Transportation Improvement Board (TIB) for Relight Washington LED Streetlight Conversion Project.

C-6. Authorize the City Manager to Execute Supplemental Agreement No. 8 with Tetra Tech and Supplemental Agreement No. 7 with Washington State Department of Transportation for SR 516 Jenkins Creek to 185th Project (CIP 1127).

The consent agenda was approved as presented.

**PUBLIC HEARING:**

1. Receive Public Testimony and Consider Adoption of Resolution Stating the City Council’s Support of Puget Sound Regional Fire Authority Proposition 1 on the August 6, 2019 Ballot.
Mayor Pro Tem Smith and Councilmember Harto recused themselves from this item due to their involvement with Puget Sound Regional Fire Authority and left the Council Chambers.

Puget Sound Regional Fire Authority Chief Morris gave the presentation on this item.

Mayor Wagner called for public comments for the public hearing.

**Bud Sizemore, non-Covington resident,** spoke in favor of the ballot measure and asked Council to support it.

**Leroy Stevenson, Covington resident,** spoke against the ballot measure.

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

**RESOLUTION NO. 2019-08**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, STATING THE CITY COUNCIL’S SUPPORT OF PUGET SOUND REGIONAL FIRE AUTHORITY PROPOSITION 1 ON THE AUGUST 6, 2019, PRIMARY ELECTION BALLOT

Council Action: Councilmember Mhoon moved and Mayor Wagner seconded to adopt Resolution No. 2019-08 stating the City Council’s support of the Puget Sound Regional Fire Authority’s Proposition 1 on the August 6, 2019, primary election ballot, in substantial form as that provided in the agenda packet. Vote: 4-0. Motion carried.

Mayor Pro Tem Smith and Councilmember Harto returned to the meeting.

**NEW BUSINESS;**

2. Consider Ordinance Regarding Shoreline Master Program Periodic Review Required by RCW 90.50.080(4).

Senior Planner Ann Mueller and Consultant Dan Nickel, Vice President/Environmental Engineer, The Watershed Company, gave the staff report on this item.

Councilmembers provided comments and asked questions, and Ms. Mueller and Mr. Nickel provided responses.

**ORDINANCE NO. 09-2019**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON CONCERNING THE SHORELINE MASTER PROGRAM
PERIODIC REVIEW REQUIRED BY RCW 90.58.080(4); AMENDING THE SHORELINE ELEMENT OF THE COMPREHENSIVE PLAN; REPEALING THE CITY OF COVINGTON’S FINAL SHORELINE MASTER PROGRAM ADOPTED BY EXHIBIT A OF ORDINANCE NO. 05-11 AND AMENDING COVINGTON MUNICIPAL CODE SECTION 14.30.040 DECISION TYPES; REPEALING AND REPLACING COVINGTON MUNICIPAL CODE CHAPTER 16.05 SHORELINE MASTER PROGRAM; AND AMENDING COVINGTON MUNICIPAL CODE SECTION 18.10.050 INTERPRETATION - GENERAL, AND CHAPTER 18.20 DEFINITIONS AND CHAPTER 18.65 CRITICAL AREAS.

Council Action: Councilmember Cimaomo moved and Councilmember Mhoon seconded to pass Ordinance No. 09-2019 relating to amendments to the Covington Municipal Code and Comprehensive Plan resulting from the City’s Periodic Review of the Shoreline Master Program. Vote: 6-0. Motion carried.

3. Discuss Covington Economic Development Council’s Recommended City Ambassador Names.

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

Council Action: Councilmember Harto moved and Mayor Wagner seconded to adopt “Carma” as the Covington Creek Chameleon’s new name. Vote: 5-1 (voting yes: Harto, Hollums, Mhoon, Smith, and Wagner; voting no: Cimaomo). Motion carried.

Council Action: Councilmember Mhoon moved and Councilmember Hollums seconded to amend the motion to spell the name with the letter “K.” Vote: 4-2 (voting yes: Hollums, Mhoon, Smith, and Wagner; voting no: Cimaomo and Harto). Motion carried.

4. Review the 2019 Summit Action Items List.

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

Councilmembers provided comments and asked questions, and Mr. Bolli provided responses.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

Councilmember Mhoon asked that a citizen advisory vote item be added to the July 23 Council Meeting. There was Council consensus to add this item.
Council also asked for an informal update during Council/Staff Comments on the status of the Safe Car Camping Program at St. John the Baptist Church.

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

*Mary Pritchard, Covington resident,* thanked Councilmember Mhoon for adding a fireworks discussion to the next meeting’s agenda. Ms. Pritchard also thanked Council for supporting the Puget Sound Regional Fire Authority ballot measure.

*Beth Porter, Covington resident,* spoke in favor of the name choice for the Covington Chameleon. Ms. Porter also thanked Council for adding the fireworks discussion to the next meeting’s agenda.

*Jonathan Ingram, Covington resident,* spoke in support of adding the fireworks discussion to the future agenda.

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

**ADJOURNMENT:**
The there being no further business, the meeting was adjourned at 9:10 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, July 23, 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, July 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; Don Vondran, Public Works Director; Gina Estep, Community Development Director; Casey Parker, Finance Director; Kathy Hardy, City Attorney; and Sharon Scott, Executive Assistant/City Clerk.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:  
The agenda was approved as presented.

PUBLIC COMMUNICATION:  
- 47th District Legislators Representative Debra Entenman and Senator Mona Das were recognized.

Council recessed from 7:08 to 7:25 p.m. for a short reception to honor the 47th District Legislators.

PUBLIC COMMENT:  
Mayor Wagner called for public comments.

The following people spoke in support of a fireworks ban:  
- Joy Cavanaugh, Covington resident  
- Nancy Behm, Covington resident  
- Titus Schroder, Covington resident  
- Walt Stockla, Covington resident  
- George Pearson, Covington resident

Patti Melton, Covington resident, spoke against a ban on fireworks.

Michael Carlson, Covington resident, spoke in favor of allowing fireworks.

Jason Trout, Regional Manager for TNT Fireworks, suggested Council form a task force to study what other municipalities have done to enforce current regulations.
Elizabeth Porter, Covington resident, noted that people will still light off fireworks whether or not there is a ban. Ms. Porter liked the idea of an advisory vote and an ad hoc committee.

Rick Holland, Covington resident, spoke against change to parking regulations.

Chele Dimmett, Covington resident, spoke in favor of an advisory vote for fireworks ban.

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

APPROVE CONSENT AGENDA:


C-2. Vouchers: Vouchers #39308- #39367, including ACH payments in the amount of $346,551.60, dated July 5, 2019; and Paylocity Payroll Vouchers #1010690629 - #1010690644 inclusive, plus employee direct deposits and wire transfers, in the amount of $240,553.41, dated July 12, 2019.

C-3. Authorize City Manager to Execute Agreement with Cordi & Bejarano, Inc. P.S. for Indigent Defense Services.

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:
Economic Development Council – Co-Chair Jared Koukal gave the report.
Parks & Recreation Commission – Member Steve Pand gave the report.
Planning Commission – Chair David Caudle gave the report.
Youth Council – Member Justin Bose gave the report.
Human Services Commission – Chair Leslie Hamada gave the report.
Arts Commission – Vice Chair Ruby Shrestha gave the report.

NEW BUSINESS:
1. Discuss Options for Council to Consider Regarding Republic Services Request for a Cedar Grove Tipping Fee and Recycle Processing Charge.

Mayor Wagner recused himself from this item and left the Council Chambers.

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

Council Action: Councilmember Mhoon moved and Councilmember Hollums seconded to authorize the implementation of the Cedar Grove compost tipping fee of $0.20 per month per single-family residence. Vote: 6-0. Motion carried.

Council Action: Councilmember Harto moved and Councilmember Harjehausen seconded to direct staff to administer Option 3 – Implement Temporary Processing Charge in regard to the Republic Services contract to address the recycle processing charge request. Vote: 5-
1 (Voting yes: Harjehausen, Harto, Hollums, Mhoon, and Smith; voting no: Cimaomo). Motion carried.

Council Action: Councilmember Mhoon moved and Councilmember Harto seconded to amend the motion to limit time period for charge for one year from implementation. Vote: 6-0. Motion carried.

Mayor Wagner rejoined the meeting.

2. Consider Resolution Calling for a Citizen Advisory Vote Banning Fireworks.

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

RESOLUTION NO. 2019-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY AT AN ELECTION TO BE HELD ON NOVEMBER 5, 2019, AN ADVISORY PROPOSITION ASKING WHETHER QUALIFIED VOTERS RECOMMEND THE COVINGTON CITY COUNCIL PASS AN ORDINANCE PROHIBITING THE SALE, POSSESSION, AND DISCHARGE OF CONSUMER FIREWORKS AT ALL TIMES WITHIN THE COVINGTON CITY LIMITS; SETTING FORTH THE TEXT OF ADVISORY PROPOSITION 1; DIRECTING CITY OFFICIALS TO TAKE NECESSARY ACTIONS; AND PROVIDING FOR OTHER PROPERLY RELATED MATTERS.

Council Action: Councilmember Mhoon moved and Mayor Pro Tem Smith seconded to adopt Resolution No. 2019-09 providing for a the submission to the qualified voters of the city at an election to be held on November 5, 2019, an advisory proposition asking whether qualified voters recommend the Covington City Council pass an ordinance prohibiting the sale, possession, and discharge of consumer fireworks at all times within the Covington city limits; setting forth the text of Advisory Proposition 1; directing city officials to take necessary actions, including appointing a pro/con committee; and providing for other properly related matters. Vote: 6-1 (Voting yes: Cimaomo, Harjehausen, Hollums, Mhoon, Smith, and Wagner; voting no: Harto). Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future agenda items.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

PUBLIC COMMENT:
Mayor Wagner called for public comments.
Chele Dimmett, Covington resident, speculated that there would be a large turnout for the advisory vote on a fireworks ban. Ms. Dimmett stated that the Timberlane HOA has advised residents in the past on fireworks regulations, and she thanked Council for keeping taxes low.

Elizabeth Porter, Covington resident, asked Council to consider arranging the Covington Days booths to allow more public access. Ms. Porter also asked Council to remember that any changes initiated by the developer to the Lakepointe development would need to go through public process.

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 9:35 to 10:05 p.m.

ADJOURNMENT:
There being no further business, the meeting was adjourned at 10:05 p.m.

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

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, August 13, 2019, at 7:05 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; Gina Estep, Community Development 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 Proclamation for Childhood Cancer Awareness Month and New Business Item 5. Authorize the City Manager to Accept a 15-foot Right-of-Way Dedication Associated with Final Action on the Wax Road Assisted Living Building Site Plan LU18-0004/025.

PUBLIC COMMUNICATION:
• Rita Schwarting, Children’s Therapy Center Board Chair, accepted the Children’s Therapy Center 40 Year Anniversary Proclamation.
• Mayor Wagner read the Proclamation for Childhood Center Awareness Month.
• Andrea Mendoza, St. John the Baptist Catholic Church, provided an update on Safe Car Parking.
• Pat McLaughlin, Solid Waste Division Director, gave a presentation on the King County Solid Waste Comprehensive Plan.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Mary Pritchard, Covington resident, questioned whether or not more stringent yard waste would be beneficial to the solid waste issue.

There being no further comments, Mayor Wagner closed the public comment period.
APPROVE CONSENT AGENDA:
C-1. Vouchers: Vouchers #39368- #39457, including ACH payments in the amount of $4,724,827.17, dated July 19, 2019; and Paylocity Payroll Vouchers #1010767231 - #1010767247 inclusive, plus employee direct deposits and wire transfers, in the amount of $264,298.14, dated July 26, 2019.

C-2. Authorize the City Manager to Execute Two Grant Agreements with the Department of Commerce for Town Center Civic Plaza Development Land Acquisition.

The consent agenda was approved as presented.

NEW BUSINESS:
1. Consider Appointments to Planning Commission.

Council Action: Councilmember Hollums moved and Mayor Pro Tem Smith seconded to appoint Jennifer Gilbert-Smith to fill an open position on the Planning Commission for an applicant residing inside or outside (within 3-mile radius) Covington city limits with a term expiring August 31, 2023. Vote: 7-0. Motion carried.

Council Action: Councilmember Mhoon moved and Councilmember Harjehausen seconded to appoint Kathy Fosjord to fill an open position on the Planning Commission for an applicant residing inside or outside (within 3-mile radius) Covington city limits with a term expiring August 31, 2023. Vote: 7-0. Motion carried.

2. Consider Appointments to Covington Economic Development Council.

Council Action: Councilmember Mhoon moved and Councilmember Harto seconded to appoint Kathy Fosjord to fill a position on the Covington Economic Development Council with a term expiring July 31, 2021. Vote: 7-0. Motion carried.

3. Consider Resolution Approving the 2019 Comprehensive Solid Waste Management Plan for the King County Solid Waste System.

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

Councilmembers provided comments and asked questions, and Mr. Vondran provided responses.

RESOLUTION NO. 2019-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE 2019 COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN FOR THE KING COUNTY SOLID WASTE SYSTEM.
Council Action: Mayor Pro Tem Smith moved and Councilmember Cimaomo seconded to pass Resolution No. 2019-10 to approve the 2019 Comprehensive Solid Waste Management Plan. Vote: 7-0. Motion carried.


Emergency Management Program Manager Andy Jenkins gave the staff report on this item.

Councilmembers provided comments.

5. Authorize the City Manager to Accept a 15-Foot Right-of-Way Dedication Associated with Final Action on the Wax Road Assisted Living Binding Site Plan LU18-0004/0025.

Community Development Director Gina Estep gave the staff report on this item.

Council Action: Councilmember Harto moved and Councilmember Hollums seconded to authorize the City Manager to accept a 15-foot right-of-way dedication associated with final action on the Wax Road Assisted Living Building Site Plan LU18-0004-0025. Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

There was Council consensus to add a Special Meeting on September 10 at 5:00 p.m. to tour the old Covington Elementary building.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Mary Pritchard, Covington resident, thanked Public Works Director Don Vondran for paving Timberlane Boulevard.

Rick Holland, asked Council to issue a proclamation for POW/MIA day recognition on September 20 at next meeting.

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 9:15 to 9:25 p.m.
ADJOURNMENT:
There being no further business, the meeting was adjourned at 9:25 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 #39458- #39539, including ACH payments in the amount of $362,082.68, dated August 2, 2019; Vouchers #39540- #39615, including ACH payments in the amount of $394,911.85, dated August 16, 2019; Paylocity Payroll Vouchers #1010839329 - #1010839346 and #1010839348 inclusive, plus employee direct deposits and wire transfers, in the amount of $252,524.50, dated August 9, 2019; and Paylocity Payroll Vouchers #1010903013 - #1010903028 inclusive, plus employee direct deposits and wire transfers, in the amount of $260,489.73, dated August 23, 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 #39458- #39539, including ACH payments in the amount of $362,082.68, dated August 2, 2019; Vouchers #39540- #39615, including ACH payments in the amount of $394,911.85, dated August 16, 2019; Paylocity Payroll Vouchers #1010839329 - #1010839346 and #1010839348 inclusive, plus employee direct deposits and wire transfers, in the amount of $252,524.50, dated August 9, 2019; and Paylocity Payroll Vouchers #1010903013 - #1010903028 inclusive, plus employee direct deposits and wire transfers, in the amount of $260,489.73, dated August 23, 2019.
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE THE YOUTH AND AMATEUR SPORTS GRANT AGREEMENT FOR THE “KEEP KIDS SPLASHING” PROJECT AT THE COVINGTON AQUATIC CENTER.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. King County Youth and Amateur Sports Grant Agreement

PREPARED BY: Matthew F. Keough, Parks Planning and Development Manager

EXPLANATION:
A $100,000 King County Youth and Amateur Sports Grant (YASG) has been awarded to the City for the “Keep Kids Splashing” project at the Covington Aquatic Center. This funding augments pool maintenance funds and provides for the full replacement of the defunct starting system, timing system, scoreboard, and starting blocks. The county funds are available for these purposes but require execution of this grant agreement.

ALTERNATIVES:
1. Do not authorize the City Manager to execute the project agreement (this would require identifying alternative funding for the project).

FISCAL IMPACT:
Revenue from this King County YASG is $100,000 will be shown in the City’s 2020 operating budget. City funds applied to the pool pump replacement project in Spring 2019, as well as aquatic center maintenance funds in 2020, will match grant funds. Given that the grant is administered on a reimbursement basis, the City must front the cost of the entire project, estimated to cost $167,361.

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

    Council member __________ moves, Council member _______________ seconds, to authorize the City Manager to execute the King County Youth and Amateur Sports Grant Agreement for the Covington Aquatic Center in substantial form as presented.

REVIEWED BY:
Finance Director, City Attorney, City Manager
Parks & Recreation Director
Youth and Amateur Sports Grant Agreement

Capital Grant Agreement

Department/Division: Natural Resources and Parks / Parks and Recreation

Agency: City of Covington

Project: Keep Kids Splashing!

Amount: $100,000.00

Term Period: May 1, 2019 To December 31, 2020

THIS CAPITAL GRANT AGREEMENT ("Agreement") is entered into by KING COUNTY (the "County"), and City of Covington (the "Agency"), whose address is: 16720 SE 271st Street Suite 100, Covington, WA 98042

WHEREAS, the Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or acts as a fiscal sponsor for such Project;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund ("YASF") Grant award to assist in projects that provide increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant project and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409 § 84;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Reference</th>
</tr>
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<tbody>
<tr>
<td>☑️</td>
<td>Program Summary and Scope of Work</td>
<td>Attached hereto as Exhibit I</td>
</tr>
<tr>
<td>☑️</td>
<td>Capital Budget</td>
<td>Attached hereto as Exhibit II</td>
</tr>
<tr>
<td>☑️</td>
<td>Project Design Schematic</td>
<td>Attached hereto as Exhibit III</td>
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</tbody>
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2. TERM

This Agreement shall commence on May 1, 2019, and shall expire on the December 31, 2020, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.
3. **PREMISES**

   This grant Project is located at:
   
   16720 SE 271st Street Suite 100,
   Covington, WA 98042

4. **PARTIES**

   All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

   **On behalf of County:**
   
   Butch Lovelace, YSFG Project Manager
   King County Parks and Recreation Division
   201 South Jackson Street, Suite 700
   Seattle, WA  98104-3855
   
   Email: butch.lovelace@kingcounty.gov
   Phone: 206.477.4577

   **On behalf of Agency:**
   
   Matthew Keough, Parks Planning & Development Manager
   16720 SE 271st St. #100
   Covington, WA 98042
   
   Email: mkeough@covingtonwa.gov
   Phone: 253-480-2488

5. **COMPENSATION AND METHOD OF PAYMENT**

   A. Excepting only Council directed grant funds, County shall authorize, at County’s sole discretion, release of a portion of the grant funds, upon execution of this Agreement, and receipt of Agency’s County-approved Scope of Work and Capital Budget (see Section 6). County shall initiate authorization for payment after approval of corrected invoices and required exhibits. County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice and required documentation is received and approved.

   B. Agency shall submit its final invoice and any outstanding deliverables within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency’s final invoice and reports are not submitted by the day specified in this subsection, County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. **AGENCY DELIVERABLES**

   A. Project Summary and Scope of Work. Agency shall provide a County-approved Project Summary and Scope of Work, attached hereto as Exhibit I. The Project Summary and Scope of Work shall describe Agency’s capital project, facility use and programming, and description of its intended use of grant funds.
B. **Capital Budget.** Agency shall provide a County-approved Capital Budget, attached hereto as **Exhibit II.** Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, Agency expects that the cumulative amount of transfers among the budget categories may exceed ten percent (10%) of the Agreement amount, then Agency shall notify County to request approval. Supporting documents necessary to explain fully the nature and purpose of the change(s) and an amended budget may be required for each request for such approval. County approval of any such amendment shall not be unreasonably withheld.

C. **Project Design Schematic.** Agency shall provide a County-approved Project Design Schematic, attached hereto as **Exhibit III.**

7. **COMMUNICATION**

Agency shall recognize County as a “grant sponsor” for the grant project in the following manner:

A. **Events:** Agency shall invite and recognize “King County Parks” at all events promoting the project, and at the final project dedication.

B. **Community Relations:** Agency shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. **PUBLIC ACCESS**

These funds are provided for the purpose of developing and/or supporting the delivery of sports activities or infrastructure for, but not exclusively serving, persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for the Project shall be no greater than those generally charged by public operators or project providers in King County.

9. **INTERNAL CONTROL AND ACCOUNTING SYSTEM**

Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

10. **MAINTENANCE OF RECORDS**

A. Agency shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

C. Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.
11. **RIGHT TO INSPECT**

County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon seventy-two (72) hours’ notice during normal business hours.

12. **COMPLIANCE WITH ALL LAWS AND REGULATIONS**

Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to “public works,” payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

13. **CORRECTIVE ACTION**

A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.

B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

14. **TERMINATION**

A. The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.

B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

15. **FUTURE SUPPORT; UTILITIES AND SERVICE**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall
not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

16. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
B. Indemnification of claims made by the Agency's employees or agents; and
C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.

17. INSURANCE

A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, Agency and its subcontractors shall procure and maintain coverage and limits for no less than the following:

1. Commercial General Liability. Insurance Service “occurrence” form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) in the aggregate.
2. **Automobile Liability.** *If activities require vehicle usage.* Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 “any auto”. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars ($1,000,000) per occurrence.

3. **Workers Compensation/Stop Gap.** *If the recipient or its contractor(s) has/have employees.* Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars ($1,000,000) per occurrence.

4. **Professional Liability.** *If the grant includes the use of Professional Services.* Professional Liability coverage shall be no less than One Million Dollars ($1,000,000) per claim and in the aggregate.

5. **Sexual Misconduct Liability.** *If the grant involves in-person work with minors.* Sexual Misconduct Liability coverage, at a limit of no less than Five Hundred Thousand Dollars ($500,000) per occurrence and in the aggregate.

B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand ($5,000) in value, the Agency shall provide “All Risk” Builders Risk or Property coverage for the full replacement value of the project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.

C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency’s and its contractor(s’) commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.

D. To the extent of the Agency's or its contractor’s negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.

Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.

F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best’s rating of no less than A-VIII. Within five (5) business days of County’s request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.

G. If Agency is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.
H. **Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement.** The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

18. **NONDISCRIMINATION**  
King County Code (“KCC”) chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

19. **CONFLICT OF INTEREST**  
KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

20. **POLITICAL ACTIVITY PROHIBITED**  
None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21. **PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP**  
A. As between the County and the Agency, Agency shall be responsible to operate and maintain the completed Project at its own sole expense and risk. Agency shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.

B. Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.

C. Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **Agency's duties under this Section shall survive the expiration of this Agreement.**

22. **NOTICES**  
Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number,
email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

23. **ASSIGNMENT**

Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

24. **AMENDMENTS**

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

25. **WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

26. **TAXES**

Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and Agency shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

27. **WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT**

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

28. **PARAGRAPH HEADINGS**

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

29. **PUBLIC DOCUMENT**

This Agreement will be considered a public document and will be available for inspection and copying by the public.

30. **LEGAL RELATIONS**
Nothing contained herein will make, or be deemed to make, County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

31. **SINGULAR AND PLURAL**
Wherever the context will so require, the singular will include the plural and plural will include the singular.

32. **PERMITS AND LICENSES**
Agency shall design, develop and construct the Project in accordance will all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

33. **INTERPRETATION OF COUNTY RULES AND REGULATIONS**
If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

34. **POLICE POWERS OF THE COUNTY**
Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

35. **ENTIRE AGREEMENT**
This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

FOR
King County Executive

City of Covington

Signature

NAME (Please type or print), Title

Date
Youth and Amateur Sports Grant

Project Summary and Scope of Work

Organization: City of Covington Parks and Recreation
Project Name: Keep Kids Splashing!

Please provide a Project Summary and Scope of Work, which describes the capital project, facility use and programming, and description of intended use of grant funds.

The purpose of this project is to sustain and improve safe opportunities for swimming, both recreationally and as a sport, through continued operations and access to an appropriately equipped Covington Aquatic Center (CAC) in Southeastern King County.

The grant will fund improvements at the CAC beginning in April 2019 through May 2020. Among documented priorities for this time period, the pool’s original 1977 pump will be replaced and integrated with system improvements including a flow meter and variable frequency drive. The project will also partially fund repair of the pool shell, bulkhead, and tile surfaces during closures. The project will fully fund the replacement of the pool’s defunct timing system, scoreboard, and the aging starting blocks, all to be used by various youth sport teams, including several local high school swimming and water polo teams.
## Project Budget

**Organization and Project Name:** City of Covington, "Keep Kids Splashing"

<table>
<thead>
<tr>
<th>Project Tasks</th>
<th>Timeline Start / Finish</th>
<th>Project Costs</th>
<th>Additional Funding</th>
<th>Grant Request</th>
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<tr>
<td><strong>Planning / Design / Permits</strong></td>
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<td>Engineering and Design Services</td>
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<td>Project Management (Max 15% of grant)</td>
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<td><strong>TOTALS</strong></td>
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<td>$67,361</td>
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</table>
### Addition Project Funding

**Project Name:**
Please list below the additional funding sources. For example, Parks CIP, volunteer labor, professional construction services, or cash from a community group. Applicant must be prepared to document committed funds upon request.

<table>
<thead>
<tr>
<th>Funding source &amp; status (committed or pending)</th>
<th>C / P</th>
<th>Volunteer $15 p/h</th>
<th>Donated Materials</th>
<th>Prof. Service</th>
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<td><strong>Total Additional Funding</strong></td>
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<td>$67,361</td>
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</tbody>
</table>
1. Pool Shell, Bulkhead, and Tile Repair

2. Pool Pump Replacement:

3. Replacement Starting Blocks:

4. Timing and Score System:
SUBJECT: CONSIDER PROPOSED RESOLUTION APPROVING FINAL PLAT OF THE COVINGTON ESTATES SUBDIVISION, FILE NO LU06-0066/2105 FOR RECORDING.

RECOMMENDED BY: Gina Estep, Community Development Director

ATTACHMENT(S):
1. Proposed Resolution Approving the Final Plat of the Covington Estates Subdivision
   a. Exhibit 1 – Covington Estates Final Plat Map
2. SEPA MDNS threshold determination, dated June 13, 2007
3. City of Covington Hearing Examiner Findings, Conclusions and Decision, dated August 13, 2007

PREPARED BY: Krista Bates, Assistant Planner

EXPLANATION:

Attachment 1 is a Resolution for the approval of the final plat of the Covington Estates Subdivision.

On August 22, 2006, Glenn Kelly submitted a subdivision application for the subdivision of 2.26 acres into 12 single family residential lots known as Hay-Lee Glen. The City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat on June 13, 2007. (Attachment 2)

The City’s Hearing Examiner held an open record public hearing on the proposed development on August 2, 2007 and approved the plat subject to 37 conditions as noted in the Hearing Examiner’s Report dated August 13, 2007. (Attachment 3)

On August 7, 2017, the City approved the engineering plans and issued a Notice to Proceed with site development in which the developer started site construction but did not finish prior to the expiration date of the engineering plans. On April 29, 2019, the City approved the revised engineering plans and issued a second Notice to Proceed with site development.

On July 2, 2019, the developer submitted their final plat for review at which time the development name was changed to Covington Estates. (Attachment 1 – Exhibit 1)

Financial Guarantees
The improvements have been completed in conformance with the approved engineering plans. Any required improvements that have not yet been completed have been secured by an acceptable financial guarantee.
**Staff Recommendation**

City staff has reviewed the plat for conformance with the final engineering plans filed by the developer, the City of Covington Design and Construction Standards, SEPA MDNS Threshold Determination, and the Hearing Examiner’s Conditions of Approval. Staff recommends approval of the Final Plat of the Covington Estates Subdivision, City File No. LU06-0066/2105 for recording.

**ALTERNATIVES:**  
Request additional information from staff.

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

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

  Councilmember _____________ moves, and Councilmember ____________ seconds to pass the attached Resolution approving the Final Plat of the Covington Estates Subdivision, City File No. LU06-0066/2105 in substantial form, as that attached hereto, and authorizes the City Manager to sign the final plat for recording.

**REVIEWED BY:**  
Community Development Director  
Finance Director  
City Manager  
City Attorney
RESOLUTION NO. 2019-11

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COVINGTON, KING COUNTY,
WASHINGTON, APPROVING THE FINAL PLAT OF
THE COVINGTON ESTATES SUBDIVISION, LU06-
0066/2105 FOR RECORDING.

WHEREAS, an application has been received by the City of Covington (the “City) under
Application No. LU06-0066/2105 for the final plat of the Covington Estates Subdivision,
previously known as Hay-Lee Glen Subdivision; and

WHEREAS, the City of Covington issued a Mitigated Determination of Non-
Significance (MDNS) for the preliminary plat on June 13, 2007; and

WHEREAS, the preliminary plat was reviewed by the City’s Hearing Examiner, and an
open record public hearing was held on August 2, 2007; and

WHEREAS, the City’s Hearing Examiner issued a decision on August 13, 2007,
recommending approval of the preliminary plat with conditions; and

WHEREAS, the City approved the engineering plans and issued a Notice to Proceed
with site development on August 7, 2017, after which the developer started site construction but
did not finish prior to the expiration date of the engineering plans; and

WHEREAS, the City approved the revised engineering plans and issued a second Notice
to Proceed with site development on April 29, 2019; and

WHEREAS, City staff has inspected the plat improvements constructed by the developer
and finds that these improvements have been substantially completed in conformance with the
approved engineering plans, or that the developer has financially assured the completion of such
improvements; now, therefore,
BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, as follows:

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

PASSED in open and regular session on this 10th day of September 2019.

Mayor Jeff Wagner

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Kathy Hardy, City Attorney
DECLARANT DECLARATION

The undersigned owners of the land hereby declare that the herein described real estate herein described herein is the real estate described herein. Hereby declare this map and dedicate the same for a common interest community named "COVINGTON ESTATES," as that term is defined in the Washington Uniform Common Interest Ownership Act, solely to meet the requirements of the Washington Uniform Common Interest Ownership Act and not for any public use. This map and any portion thereof is not intended to be used for public. The undersigned owners do hereby designate to the use forever for all public purposes not mentioned herein, with or without compensation, the lots shown herein in the original, reasonable bounds of said streets and avenues, and further, declare, to the use of the public, all the easements and tracts shown on this plat for all public purposes as herein shown, including but not limited to utilities and drainage, unless such easements or tracts are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public, in which case we do hereby dedicate such streets, easements, or tracts to the person or entity identified and for the purpose stated.

DEDICATION

Further, the undersigned owners of the land hereby dedicated, agree for themselves, their heirs and assigns, and any person or entity existing title from the undersigned, and all others in favor of the general public, to the use and enjoyment of the roads and/or drainage systems within this subdivision, other than uses resulting from the common ownership of the property.


STATE OF WASHINGTON

COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT, SMITH ZAHARIAN, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 

(Seal or Stmp) 

SIGNATURE 

MY APPOINTMENT EXPIRES: 

STATE OF WASHINGTON

COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT, ARTHUR BALK, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 

(Seal or Stmp) 

SIGNATURE 

MY APPOINTMENT EXPIRES: 

STATE OF WASHINGTON

COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT, ANDREW KUPSH, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 

(Seal or Stmp) 

SIGNATURE 

MY APPOINTMENT EXPIRES: 

STATE OF WASHINGTON

COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT, EASTSIDE FUNDING, LLC, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 

(Seal or Stmp) 

SIGNATURE 

MY APPOINTMENT EXPIRES: 

LEGAL DESCRIPTION

LOT 3, KING COUNTY SHORT PLAT NUMBER 28702, RECORDER UNDER KING COUNTY RECORDS NUMBER 1831883, SAW SHORT PLAT DESCRIBED AS FOLLOWS:

THE BEST HALFWAY SQUARE OF THE SOUTHEAST QUADRANT OF THE SOUTHWEST QUADRANT OF THE SOUTHWEST QUADRANT OF SECTION 23, TOWNSHIP 22 N, RANGE 5 E, MILLAUWEE MORDEN, IN KING COUNTY, WASHINGTON.

EXCEPT THE 30 FEET CONVEYED TO KING COUNTY FOR SOUTHEAST 20TH STREET BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 4158, AN EXCEPT 30 FEET CONVEYED TO KING COUNTY FOR 13RD AVENUE SOUTH BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 6249363.

APPROVALS

CITY OF COVINGTON

EXAMINED AND APPROVED THIS 20 DAY OF ,

DEVELOPMENT REVIEW ENGINEER

EXAMINED AND APPROVED THIS 20 DAY OF ,

FINANCE DIRECTOR

EXAMINED AND APPROVED THIS 20 DAY OF ,

COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS 20 DAY OF ,

CITY MANAGER

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 20 DAY OF ,

DEPUTY KING COUNTY ASSESSOR

KING COUNTY FINANCE CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO OBLIQRSTUVWXYZ SPECIAL ASSESSMENTS OUTSTANDING, AND THAT THE CERTIFICATE IS AUTHORIZED FOR COLLECTION FROM THE PERSONS OWNED OR HELD IN TRUST BY THE PERSONS OWNED OR HELD IN TRUST FOR THE PERSONS OWNED OR HELD IN TRUST FOR THE PERSONS OWNED OR HELD IN TRUST FOR THE PERSONS OWNED OR HELD IN TRUST.

DATED: 20 .

MANAGER, FINANCE DIVISION

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF COVINGTON THIS 20 AT MINUTES PAST M. AND RECORDED IN VOLUME PLATS, PAGES RECORDS OF KING COUNTY, WASHINGTON.

MANAGER, RECORD CENTER

SURVEYOR'S CERTIFICATE


ALSO, ALL INFORMATION REQUIRED BY THE WASHINGTON UNIVERSITY COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREOF.

FILED FOR RECORD AT THE REQUEST OF THE CITY OF COVINGTON THIS 20 AT MINUTES PAST M. AND RECORDED IN VOLUME PLATS, PAGES RECORDS OF KING COUNTY, WASHINGTON.

MANAGER, RECORD CENTER

FILED FOR RECORD AT THE REQUEST OF THE CITY OF COVINGTON THIS 20 AT MINUTES PAST M. AND RECORDED IN VOLUME PLATS, PAGES RECORDS OF KING COUNTY, WASHINGTON.

MANAGER, RECORD CENTER

FILED FOR RECORD AT THE REQUEST OF THE CITY OF COVINGTON THIS 20 AT MINUTES PAST M. AND RECORDED IN VOLUME PLATS, PAGES RECORDS OF KING COUNTY, WASHINGTON.

MANAGER, RECORD CENTER

FILED FOR RECORD AT THE REQUEST OF THE CITY OF COVINGTON THIS 20 AT MINUTES PAST M. AND RECORDED IN VOLUME PLATS, PAGES RECORDS OF KING COUNTY, WASHINGTON.
City of Covington
16720 SE 271st Street, Suite 100 • Covington, WA 98042 • (253) 638-1110 • Fax: (253) 638-1122

ATTACHMENT 2

SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE

Application Name: Hay-Lee Glen Subdivision
Application File Number: LU06-0066/2105
Applicant/Contact: Hans Korve
DMP Inc
726 Auburn Way North
Auburn, WA 98002

Date of Issuance: June 13, 2007

Project Location: The subject property is located at 25501 153rd Avenue S.E. in the City of Covington, 98042. The site lies within the SE ¼ of the SW ¼ of Section 23, Township 22N, Range 5E and consists of King County Tax Parcel No. 232205-9062.

Project Description: The Applicant is requesting to divide a 2.3 acre lot into 12 single family parcels. The project is located in the Medium Density Residential (R-6) zone. Stormwater will be collected on site and water and sewer is required to serve all lots. The Applicant is responsible for frontage improvements to SE 256th St. and 153rd Ave SE (along the frontage of the site). The site contains no environmentally critical areas.

Environmental Documents: Site Plan (DMP Inc., 03/29/07), SEPA Environmental Checklist (08/22/06), Phase 1 Environmental Site Assessment (DMP Inc., 08/06), Traffic Impact Analysis (Christopher Brown and Associates, 06/06), Level 1 Off-site Analysis (DMP Inc., 8/06) and other information on file with the lead agency.

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

This MDNS is issued under WAC 197-11-350. Notice is hereby provided for the SEPA action for a Type III Land Use permit application. Comments must be submitted and received by the City of Covington by June 27, 2007.

Comments and Appeals Notice

Comments and appeals on this MDNS may be submitted by first class mail or delivered to the responsible official at the above lead agency address. The comment period is 14 calendar days and ends June 27, 2007 at 5PM.

Any notice of appeals must be filed in writing, with the required filing fee paid in cash or check and received within 14 calendar days of the end of the comment period at Covington City Hall Offices, i.e. by July 11, 2007 at 5 PM. You must make specific factual objections, identify error, harm suffered, or identify anticipated relief sought and raise specific issues in the statement of appeal. Contact the Community Development Department at Covington City Hall to read or to ask about the procedures for SEPA appeals.

Signature of Responsible Official: __________________________ Date: 6/13/07

R:\Community Development\Draft Project Documents\Hay-Lee Glen LU06-0066\Hay-Lee Glen SEPA MDNS_053107.doc
Hay-Lee Glen Preliminary Plat SEPA MDNS
Page 1 of 3

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ATTACHMENT A
SEPA Mitigation Measures for
Hay-Lee Glen LU05-0066/2105
Preliminary Plat

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

Transportation
2. The Applicant, or its subsequent owner, shall comply with CMC 12.105.040 which contains provisions for payment of King County Mitigation Payment System (MPS) transportation impact fees. MPS fees will be collected according to the fee schedule in effect at the time of permit application. Modifications to the project may result in a recalculation of the MPS fees at the discretion of the City of Covington. Any credits applied to the MPS fee calculations shall be in accordance with CMC 12.105.050. The MPS fee shall be paid at the time of building permit issuance for each building and proposed use. The project is located within Zone 363 and the MPS fee would be approximately $47,088.00.

3. The Applicant shall provide frontage improvements to SE 256th St, in accordance with the City’s Road Standards (2002), for an Arterial Roadway. This will require approximately 17 feet of dedication to provide the required improvements (curb, gutter, and sidewalk). The exact dedication amount will be determined at the time of engineering review approval based on the final design of the required frontage improvements.

4. The Applicant shall provide frontage improvements to 153rd Ave SE, in accordance with the City’s Road Standards (2002) for a Local Access Roadway. The required frontage improvements should not require additional dedication to provide required improvements (curb, gutter, and sidewalk). The exact design of the frontage improvements will be determined at the time of engineering review approval.

Fire and Emergency Services
5. The Applicant shall exercise the voluntary agreement provisions of RCW 82.02.020 and voluntarily enter into a contractual agreement with Fire District #37 that outlines a Level of Service Contribution (LOSC) payment system that will pay a proportionate share of needed resource costs. This fee amount is currently $698.00 (revised August 2006) per single family dwelling unit. The Applicant will be responsible for payment of the most recent fee in effect at the time the contract is signed, or payment is made in lieu of contract.

Water Service
6. The Water District 111 of King County provides domestic water to the City of Covington. A Water Availability Letter (WAL 20-06) was issued 05/25/06. The Certificate is valid for one year. The Applicant shall renew the Certificate and provide a copy to the City prior to preliminary plat approval. The Applicant shall be responsible for meeting all the requirements of the WAL in order for the District to provide potable water service to the proposed site.

7. A Water Developer Extension Agreement (DEA) with Water District 111 of King County is required to provide service and all conditions must be met before water service is provided as approved by the District. All water mains shall extend to the and past at least one full side of each lot, through the property for local distribution, connect to all adjacent mains, extend to the edge of the property...
for future main connections and provide 20-foot wide easements where the water mains stub out, unless otherwise designed or modified pursuant to the approval of Water District 111.

**Public Schools**

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

**Other**

9. During construction of the proposed improvements the Applicant shall maintain safe and convenient access to all adjacent properties at all times.

10. As necessary during construction all trucks shall be inspected and cleaned before leaving the site in order to ensure that dirt, mud and other materials are not deposited on public streets. The Applicant shall provide for prompt sweeping or cleanup of any dirt, mud and other materials deposited by the project's trucks on public streets. Temporary traffic control shall be provided as necessary for safe sweeping or cleanup operations.

End
US Army Corp. of Engineers, Seattle Dist.
Attn: Sarah Rahman
OD-RG
P.O. Box 3755
Seattle, WA 98124-3755

Judith L. Nelson, General Manager
Covington Water District
18631 SE 300th Place
Kent, WA 98042

Don Walkup
Kent School Dist. Transportation
25211 104th Ave SE
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Bonneville Power Administration
Covington Substation
28401 Covington Way SE
Covington, WA 98042

Gary Kriedt
Metro Transit Division
201 So. Jackson, MS-KSC-TR-0431
Seattle, WA 98104

Sharon Goble
Water District 111
27224 144th Avenue SE
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Planning Director
City of Kent Planning Department
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Kent, WA 98032-5895

Curt Horner
Seattle/King County Public Health
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Puget Sound Clean Air Agency
John Anderson
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Seattle, WA 98101-2038

BNSF Railway Company
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Alice Marshall
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PO Box 58039
Renton, WA 98058-1039

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Po Box 330310 MS 240
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Kelly B. Peterson, City of Kent
Wellhead Protection Engineer
220 4th Ave S
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City of Black Diamond
Planning Director
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Black Diamond, WA 98010

Ms. Gwenn Escher-Derdowski
Kent School District Finance & Plng
12033 SE 256th Street, Ste A-600
Kent, WA 98030

Chief Tim Lemon
Maple Valley Fire and Life Safety
23775 SE 264th Street
Maple Valley, WA 98038

Jim Kennedy
PSE/Into Light
PO Box 90868, EST9W
Bellevue, WA 98009-0868

City of Maple Valley
Planning Director
P. O. Box 320
Maple Valley, WA 98038

Comcast of Washington IV
410 Valley Ave NW, Suite 12
Puyallup, WA 98371-3317

Rabanco Kent Meridian Disposal
Stephen Caputo
22010 76th Ave S.
Kent, WA 98032

SEPA Unit
Department of Ecology
PO Box 47703
Olympia, WA 98504-7703

Muckleshoot Indian Tribe
Fisheries Division
Attn: Karen Walter
39015 172nd Ave SE
Auburn, WA 9802"
David Delph
Public Works & Emergency Management Director

David Nemens
Community Development Director

Salina Lyons
Senior Planner

Kelly Thompson
 Permit Technician

Fred French
Assistant City Engineer

Doug van Gelder
Development Review Engineer

Front Desk
Public Viewing Copy

Derek Matheson
City Manager

Brian Bykonen
Assistant Planner

Hans Korve
DMP Inc
726 Auburn Way N
Auburn WA 98002

Don Vondran
City Engineer

Bruce Disend
City Attorney

Bob Meyers
Building Official

Kirsten Taylor
Administrative Services Manager
BEFORE the HEARING EXAMINER
of the
CITY of COVINGTON

DECISION

FILE NUMBER: LU06-0066/2105
APPLICANT: Glenn P. Kelly
TYPE OF CASE: Preliminary subdivision (Hay-Lee Glen)
STAFF RECOMMENDATION: Approve subject to conditions
SUMMARY OF DECISION: GRANT subject to conditions (minor revisions)
DATE OF DECISION: August 13, 2007

INTRODUCTION

Glenn P. Kelly (Kelly), 25501 153rd Avenue SE, Covington, Washington 998042, seeks preliminary approval of Hay-Lee Glen, a 12 lot single family residential subdivision of a 2.26 acre site zoned R-6.

Kelly filed the Preliminary subdivision application on August 22, 2006. (Exhibit 2 ¹) The Covington Community Development Department (CD) deemed the application to be complete on August 30, 2006. (Exhibit 4)

The subject property is located at 25501 153rd Avenue SE, occupying the northwest quadrant of the 153rd Avenue SE/SE 256th Street intersection, near the western City limits.

The Covington Hearing Examiner (Examiner) viewed the subject property on August 2, 2007.

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

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RE: LU06-0066/2105 (Hay-Lee Glen)
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The Examiner held an open record hearing on August 2, 2007. CD gave notice of the hearing as required by the Covington Municipal Code (CMC). (Exhibit 9)

The following exhibits were entered into the hearing record during the hearing:

Exhibits 1-12: As enumerated in Exhibit 1, the Departmental Staff Report
Exhibit 13: Design and Construction Standards and Specifications 2002, Plan Sheets 201 and 205
Exhibit 14: iMap of project area

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

ISSUES

Does the application meet the criteria for preliminary subdivision approval as established within the CMC? Is CD correctly applying the requirements of Chapter 18.45 CMC, Tree Preservation and Protection, to the proposal? How much additional right-of-way should be dedicated along the property’s frontage on SE 256th Street? Have the concerns of two nearby residents been properly considered?

FINDINGS OF FACT

1. Kelly proposes to subdivide the subject 2.26 acre parcel into 12 lots for single-family detached residences, a stormwater control tract (Tract B), a short public cul-de-sac street entering off 153rd Avenue SE (Road A), and two short private tracts (Tracts A and C) providing access to four of the proposed lots from the cul-de-sac. Proposed lot sizes range from 4,748 square feet (SF) to 7,058 SF and average 5,406 SF. All existing buildings on site are to be removed. (Exhibit 3)

2. The site is a nearly square parcel having approximately 273 feet of frontage on the north side of SE 256th Street SE and 312 feet of frontage on the west side of 153rd Avenue SE. The site slopes gently towards the southwest. Predominant vegetation on the site is pasture grass. The site contains a total of five trees. (Three additional trees are located within the existing right-of-way along the property’s frontage on 153rd Avenue SE.) The site contains no critical areas regulated under Chapter 18.65 CMC, Critical Areas. (Exhibits 1, 3, 7, and 14)

3. The site is located roughly ¼ mile from the western City limits on SE 256th Street. By and large, existing development in the area predates the incorporation of Covington. The subject property is Lot 3 of a King County short subdivision recorded in 1988; the other two lots in that short subdivision lie to the north of the subject property. The large lots in the east side of 153rd Avenue SE are the result
of another King County short subdivision recorded in 1982. The property is bordered on its west by the rear lot lines of five lots within the Meridian Trace subdivision which was also developed before the area became incorporated. The Meridian Trace lots are accessed from 151st Place SE which intersects SE 256th Street approximately 550 feet west of 153rd Avenue SE (centerline-to-centerline measurement). 152nd Avenue SE forms a “T” intersection with SE 256th Street opposite the southwest corner of the subject property, approximately 330 feet west of the 153rd Avenue SE intersection (centerline-to-centerline measurement). (Exhibit 3 and testimony)

4. The subject property and the surrounding area, including all of Meridian Trace, the lots to the north along 153rd Avenue SE, the lots across 153rd Avenue SE to the east, and the area lying south and east of the site across SE 256th Street, are designated Medium Density Residential 6 DU/acre on the adopted Covington Comprehensive Plan (Plan). (Exhibit 1 and Plan, Figure 2.1)

The site and surrounding properties are zoned R-6. (Exhibit 1, p. 3) Base density in the R-6 zone is 6 DU/acre which translates to 14 DU for the subject 2.26 acre site. The minimum allowed lot yield is 8 DU for the subject 2.26 acres. (Exhibit 1, p. 5) The minimum allowed lot size in the R-6 zone is 2,500 SF. (Exhibit 1, p. 4)

5. SE 256th Street is a designated Minor Arterial 2; 153rd Avenue SE is a local access street. (Plan, Figure 5.2 and/or 5.7, and Exhibit 1, p. 13) Covington’s Design and Construction Standards and Specifications 2002 (Standards and Specs) call for 1,000 feet between intersections along arterials, “whether crossing or T-connecting”. [Standards and Specs, § 2.07(B)] Sidewalk width is required to be “at least five feet wide on residential ... access streets” and “shall be minimum six and one-half feet on arterials”. [Standards and Specs, § 3.02(B)(3)] Bikeways are required wherever shown on the adopted Plan. [Standards and Specs, § 3.10(B)(1)] SE 256th Street is designated on the Plan for a bike lane. [Plan, Fig. 5.10]

6. The City issued a SEPA Mitigated Determination of Nonsignificance (MDNS) for Hay-Lee Glen on June 13, 2007. The MDNS contains 10 mitigation measures relating to earth, transportation, public schools, fire and emergency services, water service, public schools, and other impacts. (Exhibit 8) The MDNS was not appealed. (Exhibit 1) The MDNS mitigation measures have not all been expressly carried forward as recommended conditions of approval. (Exhibit 1, pp. 20 – 23, and testimony)

7. The Department Staff Report (Exhibit 1) contains an exceptionally detailed, comprehensive analysis of the proposal’s conformance with all applicable review criteria. In view of the fact that the application is without major controversy and that the citizens’ issues of concern do not challenge any of the report’s statements of fact, no need exists to provide separate analysis of the criteria within this

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2 Exhibit 1 states that SE 256th Street is a designated Collector Arterial. (Page 13) The adopted Comprehensive Plan indicates in two places that it is a Minor Arterial. [Plan, Figs. 5.2 and 5.7] According to the Plan, the nearest Collector Arterials are 148th and 156th Avenues SE, north-south streets roughly equidistant from the subject property. The Examiner elects to rely upon the content of the adopted Plan.
Decision. The Findings and analysis within the Staff Report are incorporated by reference as if set forth in full, subject to the following additions and/or corrections: Page 16, § VII.C.6, and page 22, Recommended Condition 24. Both of these paragraphs are the result of a “computer glitch” and have no relevance to the Hay-Lee Glen application. (Testimony)

8. CD recommends approval of Hay-Lee Glen subject to 35 conditions (36 less Recommended Condition 24). (Exhibit 1, pp. 20 – 23)

9. Kelly questions the appropriateness of two recommended conditions:

   A. Recommended Condition 4. According to CD’s analysis of tree preservation requirements, Kelly is required to “retain or replace approximately 52 tree units.” ³ (Exhibit 1, p. 6) Kelly questioned why he has to plant 52 trees when the site presently has only five trees. ⁴ (Testimony)

   Kelly’s question contains a misunderstanding. The code does not under any reading require him to plant 52 trees; it may require him to retain and/or plant 52 tree units. The property contains five trees. Those five trees presently provide 14 tree units: \[1.5 + 1.5 + 1.5 + 1.5 + 8 = 14\].

   “A minimum tree density of 30 tree units per acre [excluding areas to be dedicated to the City as right-of-way] is required on any cleared or altered site.” [CMC 18.45.100(2)(a)] Based on a net site area of 1.75 acres (2.26 gross acres less 0.51 acres to be dedicated as right-of-way) Kelly would be required to retain or replace approximately 52 tree units. (Exhibit 1, p. 6)

   B. Recommended Condition 20. Kelly questions why he is required to dedicate 21 feet of right-of-way along the property’s frontage on SE 256th Street. He notes that the City Staff initially indicated that 17 feet of additional right-of-way would be required. (See, for example, Exhibit 8, MDNS Mitigation Measure 3.) The existing right-of-way is 60 feet wide. (Exhibit 3) Kelly says that the proposed pavement width has not changed; what has changed is Staff’s recommended width for the sidewalk (now eight feet) and a bike lane.

Excerpts from the Standards and Specs regarding sidewalks and bike lanes have been provided in Finding 5, above. Staff testified that the eight foot sidewalk width is being required because Mattson Junior high School and Kentwood High School are located within about one mile to the east. (Exhibit 14)

³ The number of “tree units” depends upon the breast height diameter (DBH) of the tree. Values range from 1 unit for a 1" - 6" DBH tree up to 20 units for a 50" DBH tree. [CMC 18.45.100(2), (c), Table 2]

⁴ When Kelly’s agent first raised this issue, he said the site contained eight trees. He later said five trees. As has been noted, there are five trees on the site and three on the adjacent City right-of-way. (Exhibit 3)
10. A resident a couple of blocks to the south on 152nd Avenue SE questions the single access point, on-street parking limitations, and lot size. (Exhibit 5) The abutting property owner to the north expressed concerns regarding privacy, construction activities, and tree retention. (Exhibit 6 and testimony)

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

PRINCIPLES OF LAW

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

The Examiner’s decision may be to grant or deny the application, or the Examiner may grant the application with such conditions, modifications and restrictions as the Examiner finds necessary to carry out applicable State laws and regulations, including Chapter 43.21C RCW, and the regulations, policies, objectives and goals of the comprehensive plan, the community plan, subarea or neighborhood plans, the zoning code, the subdivision code and other official laws, policies and objectives of the City. In case of any conflict between the comprehensive plan and a community, subarea or neighborhood plan, the comprehensive plan shall govern. [CMC 14.35.090(2)]

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

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

1. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
2. The public use and interest will be served by the platting of such subdivision and dedication.

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

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

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

(a) Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned unit developments and conditional and special uses, if the criteria for their approval have been satisfied;
(b) Density of residential development in urban growth areas; and
(c) Availability and adequacy of public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by [the Growth Management Act].

[RCW 36.70B.030]

Vested Rights
Covington has enacted a vested rights provision.

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

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

(3) Vesting of an application does not vest any subsequently required permits, nor does it affect the requirements for vesting of subsequent permits or approvals.
HEARING EXAMINER DECISION  
RE: LU06-0066/2105 (Hay-Lee Glen)  
August 13, 2007  
Page 7 of 15

[CMC 14.30.070]  

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

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

CONCLUSIONS

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since Hay-Lee Glen is essentially an uncontested case.

2. Although the issues of concern to the two neighbors do not directly challenge compliance with required approval criteria, their concerns deserve a response.

One entrance for 12 lots is common. (See similar cul-de-sacs on Exhibit 14.) The street’s pavement will be wide enough to allow emergency vehicles to pass an accident at the 153rd Avenue SE/cul-de-sac intersection. The Fire District recommends a second access if the number of lots to be served exceeds 30. (Testimony) Creation of another intersection along SE 256th Street would violate adopted arterial intersection spacing standards.

Each lot will be required to have two parking spaces on-site in addition to garage space. On-street parking will be typical for urban areas.

The subject property is too small to provide any meaningful park area. Children will be able to play on their lots or be taken/go to an existing City park.

This area is now part of the City – densities in the future will be greater than they were in the past. New development must comply with current City zoning which requires smaller lot sizes and higher densities than did the County prior to incorporation. The difference between the old development pattern and the new is abundantly apparent on Exhibit 14.

The City has no regulation which would require a residential subdivider to enclose a new subdivision with a solid board fence. Lot line fencing is generally a private matter between the two affected property owners. The City does require fencing to control erosion during construction. (Testimony)

City code regulates construction hours. No basis exists to impose any additional conditions.
The developer is required to provide frontage improvements. Those improvements will include sidewalks and some repaving of that portion of both 153rd Avenue SE and SE 256th Street fronting the site. A developer generally cannot be required to make off-site improvements which do not have a rational nexus to anticipated impacts of the proposed development.

The Examiner lacks jurisdiction over land clearing permits. Such permits are a Type I procedure which is administrative in nature. [CMC 18.45.090] They may be combined with other administrative engineering and public works permits. [CMC 18.45.040(2)] None of the recommended conditions specify a number of tree units to be retained/replaced; the Staff Report text discusses that topic, but the conditions do not. Lacking jurisdiction over land clearing permits and recognizing that the conditions do not include any specific tree retention requirements, the Examiner declines to opine further on the subject.

3. The 21 foot right-of-way dedication along SE 256th Street is consistent with the Standards and Specs. Minimum sidewalk width along arterials is 6.5 feet, not five feet. Given that children in this area are likely walking to either of the two nearby schools along a busy arterial, Public Works has a rational basis for setting a standard wider than the minimum. Construction of a bike lane is required under the Standards and Specs as SE 256th Street is delineated as a bike lane street by the Plan.

4. The evidence in the record and the analysis provided by the Department show that Hay-Lee Glen complies with all applicable criteria for preliminary subdivision approval. The Department’s exhaustive conclusions within the Staff Report (Exhibit 1) are incorporated herein by reference as if set forth in full.

5. *Hay-Lee Glen* complies with the required criteria for approval. Approval should issue.

6. *Hay-Lee Glen* passes the consistency test: The use is allowed in the R-6 zone; the density is consistent with the adopted Comprehensive Plan; adequate public utility services are available.

7. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with the following exceptions:

   A. A preliminary subdivision embodies the concept of approval of a specific development proposal known as the preliminary plat. It is appropriate, therefore, that the conditions of approval clearly identify the plat which is being approved. The Department’s recommendation as drafted does not do so. Exhibit 3 is the only plat in the record. That exhibit will be referenced in a new Condition 1.

   B. MDNS mitigation measures are to carry forward to become conditions of approval. [WAC 197-11-350(3)] Not all of the MDNS’s substantive requirements have been incorporated into the Recommended Conditions. Therefore, a new Condition 2 will be added to incorporate the MDNS mitigation measures by reference.
C. Recommended Condition 24 is the result of a "computer glitch" and should not be part of the conditions of approval. It will be deleted as requested by CD.

D. A few minor, non-substantive structure, grammar, and/or punctuation revisions will improve parallel construction, clarity, and flow within the conditions. Such changes will be made. Among such changes will be replacement of the word "Applicant" with "Developer" wherever it appears. During the term of preliminary subdivision approval, the original applicant may sell the project to another developer who would then become the entity seeking final subdivision approval. In order to avoid any potential argument that the word "Applicant" refers only to the original applicant for preliminary subdivision approval as opposed to also referring to subsequent successors and assigns, the Examiner prefers to use the word "Developer."

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

DECISION

Based upon the preceding Findings of Fact and Conclusions, the testimony and evidence submitted at the open record hearing, and the Examiner’s site view, the Examiner GRANTS the requested preliminary subdivision of Hay-Lee Glen SUBJECT TO THE ATTACHED CONDITIONS.


John E. Galt
Hearing Examiner

PARTIES of RECORD

Hans Korve
Mariko Hope
Dorothy Simons

Salina Lyons
Tim & Kiyomi Hope
HEARING EXAMINER DECISION
RE: LU06-0066/2105 (Hay-Lee Glen)
August 13, 2007
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NOTICE of RIGHT of RECONSIDERATION

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

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

NOTICE of RIGHT of JUDICIAL REVIEW

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

The following statement is provided pursuant to RCW 36.70B.130: “Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.”
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CONDITIONS OF APPROVAL
LU06-0066/2105
Hay-Lee Glen

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

1. Exhibit 3 shall be the approved preliminary plat. Revision of approved preliminary plats is subject to the provisions of CMC 17.20.030.

2. The developer shall comply with all applicable mitigation conditions outlined in the MDNS issued June 13, 2007, for the preliminary subdivision. (Exhibit 8)

3. All subsequent development review associated with this proposal shall comply with the Covington Municipal Code, Covington Design and Construction Standards and Specifications 2002, Covington Comprehensive Plan, and other applicable codes and policies, or as otherwise approved by the City.

4. The preliminary plat shall expire or become void if the Developer fails to submit a final plat meeting all applicable requirements and all the conditions of preliminary approval within 60 months from the date of preliminary plat approval.

5. The Developer shall submit a final tree retention plan based on the final configuration of the site and shall be submitted and approved prior to the approval of final engineering plans or issuance of the Notice to Proceed.

6. To protect significant trees from the impacts of the proposed development, the Developer shall provide the best protection for significant trees per the regulations in CMC 18.45.100. At a minimum, any significant trees to be retained shall be fenced two feet outward from the identified drip line. Trees that sustain damage during the course of construction shall be replaced pursuant to CMC 18.45.100. A representative of the City of Covington shall verify protective fencing placement per this condition prior to issuance of a notice to proceed for grading and clearing. The City shall inspect for compliance with the tree plan prior to a final inspection. The inspection shall also evaluate the condition of retained trees and any and all corrections will be required to be completed prior to a final inspection and release of any post financial guarantees for the site.

7. Under the City’s fee-in-lieu-of recreation space requirements, the Developer shall pay Park Mitigation Fee-in-Lieu to the City prior to final plat approval. Based on the fee-in-lieu calculation worksheet, the Developer shall pay $54,450.00, or as otherwise determined by the City, prior to final approval.
8. The Developer shall submit new certificates for the availability of water if the current certificates expire prior to the issuance of any construction permits, or provide proof of an executed System Extension Agreement.

9. The Developer shall enter into a System Extension Agreement with King County Water District No. 111 prior to the issuance of construction permits.

10. The Developer shall submit new certificates for the availability of sewer if the current certificates expire prior to the issuance of any construction permits, or provide proof of an executed Developer Extension Agreement.

11. The Developer shall enter into a Developer Extension Agreement with Soos Creek Water and Sewer District prior to the issuance of any construction permits or provide proof of an executed Developer Extension Agreement.

12. All water and sewer mains for the project shall be constructed as part of the improvements for the subdivision development. The Developer shall obtain King County Water District No. 111 Board Acceptance of the Completion of the System Extension Agreement. To assure fire safety and adequate water and sewer service, these mains shall be constructed by the Developer and accepted by the King County Water District No. 111 and Soos Creek Water and Sewer District prior to final plat approval, and accepted by the King County Water District No. 111 and Soos Creek Water and Sewer District prior to final plat approval.

13. All proposed water and sewer lines and facilities which are not located within the public right-of-way, shall be located in appropriate easements, and these easements shall appear on the final plat map, as well as on King County Water District No. 111 and Soos Creek Water and Sewer District standard easement forms recorded against the individual lots or parcels. Easements shall be recorded at final plat recording.

14. Prior to issuance of any final engineering plan approval or Notice to Proceed, sewer and water plans shall be submitted to the City for review.

15. The Developer shall provide mitigation for an increase in storm water volumes and water quality impacts by complying with the 1998 King County Surface Water Design Manual (KCSWDM) design standards, CMC 13.25 and 13.30. A complete Technical Information Report (TIR) shall be submitted to the City prior to final engineering plan approval or issuance of the Notice to Proceed.

16. After construction is complete, the Developer shall clean all pipes, inlets, and outlet areas as directed by the City, for those areas affected by the project. The Developer shall provide a video inspection of storm pipe to verify the pipe was constructed to specifications and no defects exist.
HEARING EXAMINER DECISION
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17. The Developer shall provide all necessary easements for the proposed storm system. Said easements shall be clearly delineated on the final engineering plans prior to approval. Language of the same shall be provided for review and approval by the City Attorney and City Engineer. All drainage easements and covenants shall be depicted on the face of the recorded final plat.

18. The Developer shall adhere to the design requirements and best management practices identified in the KCSWDM, as a minimum, with respect to erosion control.

19. The Developer shall be required to submit for review and approval final engineering construction drawings and other site improvement plans to the City prior to final engineering plan approval or issuance of the Notice to Proceed.

20. The Developer shall be required to submit as-built drawings of the storm system prior to the final acceptance of the plat. The Developer shall provide the City with Mylar drawings and a copy of the AutoCAD files for the system.

21. The Developer shall dedicate necessary right-of-way and construct drainage, curb, gutter, sidewalk, illumination, landscaping, and related improvements to City Road Standards, or as otherwise approved by the City, for the internal cul-de-sac.

22. The Developer shall dedicate 21 feet of additional right of way along SE 256th Street and construct half street improvements for a Minor Arterial; unless otherwise determined by the City. The half street section shall include 33 feet of pavement from centerline (includes a five foot bike lane), curb and gutter, five foot planter strip, eight foot sidewalk, associated storm drainage, illumination, and utilities.

23. The Developer shall construct drainage, paving, curb, gutter, sidewalk, illumination, landscaping, and related improvements on 153rd Avenue SE to City Road Standards for half street improvements to a local access road to the proposed site.

24. The Developer shall receive approval from the Covington Postmaster for the location of their mail boxes prior to final engineering plan approval or issuance of the Notice to Proceed, unless otherwise approved.

25. The Developer shall be required to underground all utilities in accordance with Section 8.01 and standard drawings in the Road Standards. The Developer is subject to this requirement for areas internal to the proposed site.

26. The Developer shall coordinate with Puget Sound Energy/IntoLight for design and construction of the illumination system. Illumination plans shall be reviewed by the City prior to engineering plan approval or issuance of the Notice to Proceed, unless otherwise approved.
HEARING EXAMINER DECISION
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27. The Developer shall pay King County’s Mitigation Payment System (MPS) fees, which assess mitigation for the construction of future improvements as required by the City’s adopted transportation mitigation ordinance and Interlocal Agreement with King County.

28. Responsibility for the maintenance of the planter strips between the sidewalks and the public streets throughout the subdivision shall be the responsibility of each adjacent lot owner or the Homeowner’s Association. This shall be a note on the face of the Final Plat map and incorporated in the Homeowner’s Association Covenants, Conditions, and Restrictions (CC&R’s).

29. During construction of the proposed improvements, the Developer shall maintain safe and convenient access to all adjacent properties at all times.

30. As necessary during construction, all trucks shall be inspected and cleaned before leaving the site in order to ensure that dirt, mud, and other materials are not deposited on public streets. The Developer shall provide for prompt sweeping or cleanup of any dirt, mud or other materials deposited by the project’s trucks on public streets. Temporary traffic control shall be provided as necessary for safe sweeping or cleanup operations.

31. The Developer shall install a pavement overlay and/or reconstruct the entire street width where damage to existing streets, installation of utilities, and/or improvements to existing streets occur due to this project.

32. The Developer shall submit for review and approval a detailed grading engineering plan for the roads, utilities, and individual lots. The final engineering plans shall be reviewed and approved by the City, and shall be implemented as part of the plat development. Revisions to the approved engineering plans must be submitted in writing and approved by the City’s Development Review Engineer.

33. The Developer shall be responsible for obtaining any necessary state and federal permits and approvals for the project, and is responsible for complying with any conditions of approval placed on these or other state or federal permits or approvals, and for submitting revised drawings to the City for its review and approval, if necessary to reflect these state or federal conditions of approval.

34. All import fill material shall be clean and free of environmental hazards and contaminants. Proof of clean import soils shall be required through a clean soil Questionnaire and Certification form.

35. The Developer shall observe the hours of operation per applicable City ordinances during the construction of the development. Prior to issuance of a Notice to Proceed, the Developer shall post a notice on site indicating the hours of operation for construction. The size, location, and content of the
sign shall be consistent with the notice required for the Notice of Application. The notice shall remain in place until the Developer has received written notice authorizing the sign’s removal.

36. All of the improvements and amenities required for the project shall be completed or financially assured, and shall be completed within one year of final plat approval.

37. All easements shall be required to be recorded prior to or upon the face of the recorded final plat.
SUBJECT: CONSIDER PROPOSED RESOLUTION APPROVING THE FINAL PLAT OF THE GLACIER SUBDIVISION, FILE NO. LU17-0019/0032 FOR RECORDING.

RECOMMENDED BY: Gina Estep, Community Development Director

ATTACHMENT(S):
1. Proposed Resolution Approving the Final Plat of the Glacier Subdivision
   a. Exhibit 1 – Glacier Final Plat Map
2. SEPA MDNS threshold determination, dated February 23, 2018
3. City of Covington Hearing Examiner Findings, Conclusions and Decision dated April 18, 2018

PREPARED BY: Krista Bates, Assistant Planner

EXPLANATION:

Attachment 1 is a Resolution for the approval of the final plat for the Glacier Subdivision.

On September 6, 2017, a preliminary plat application was submitted by Harbour Homes for the subdivision of a 3.37-acre parcel into 20 single-family lots known as Gobel Subdivision. The City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat on February 23, 2018. (Attachment 2)

The City’s Hearing Examiner held an open record public hearing on the proposed development on April 12, 2018 and approved the plat subject to 51 conditions as noted in the Examiner’s Report dated and set to expire in 5 years (2023). (Attachment 3)

On March 26, 2019, the City approved the engineering plans and issued a Notice to Proceed with site development.

On July 5, 2019, the developer submitted their final plat for review at which time the development name was changed to Glacier.

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

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

Staff recommends approval of the Final Plat of the Glacier Subdivision, City File No LU17-0019/0032 for recording.

ALTERNATIVES:
1. Request additional information from staff.

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

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

Councilmember ________ moves, and Councilmember ________ seconds to adopt the attached Resolution approving the Final Plat of the Glacier Subdivision, City File No. LU17-0019/0032, in substantial form as that attached hereto, and authorizes the City Manager to sign the final plat for recording.

REVIEWED BY: Community Development Director
Finance Director
City Manager
City Attorney
RESOLUTION NO. 2019-12


WHEREAS, an application has been received by the City of Covington (the “City) under Application No. LU17-0019/0032 for the final plat of the Glacier Subdivision, previously known as Gobel Subdivision; and

WHEREAS, the City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat on February 23, 2018; and

WHEREAS, the preliminary plat was reviewed by the City’s Hearing Examiner, and an open record public hearing was held on April 12, 2018; and

WHEREAS, the City’s Hearing Examiner issued a decision on April 18, 2018, recommending approval of the preliminary plat with conditions; and

WHEREAS, the City approved the engineering plans and issued a Notice to Proceed with site development on March 26, 2019; and

WHEREAS, the developer submitted a final plat application on June 5, 2019; and

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

BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, as follows:
**Section 1.** The City of Covington hereby approves the Final Plat of the Glacier Subdivision for recording in the form as attached hereto as Exhibit 1, subject to the completion of those certain plat improvements for which the developer has posted financial guarantees and has agreed to complete as provided in the attached Exhibit 1; and further subject to maintenance of the plat property as set forth in the maintenance bonds.

**ADOPTED** in open and regular session on this 10th day of September 2019.

_____________________________
Mayor Jeff Wagner

ATTESTED:

_____________________________
Sharon Scott, City Clerk

APPROVED AS TO FORM:

_____________________________
Kathy Hardy, City Attorney
SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)

Application Name: Gobel Subdivision & Major Tree Clearing Permit

Application File Number: LU17-0019/0032 & LU17-0020/0032

Primary Contact: Jamie Waltier
Harbour Homes, LLC
400 N. 34th Street, STE 300
Seattle, WA 98103
206-315-8130

Date of Issuance: February 23, 2018

Project Location: The subject property is located north of SE 256th Street and consists of Parcel No. 2322059042. The site is situated in the SE Quarter of Section 23, Township 22N and Range 5E in the City of Covington, King County, WA.

Project Description: The developer is proposing to subdivide 3.37 acres into 20 single family residential lots. The existing home and associated out-buildings on the property will be removed. The site will be accessed in two locations from SE 254th Place and SE 255th Street. Water service will be provided by Covington Water District and sewer service will be provided by Soos Creek Water and Sewer District. Emergency services will be provided by the City of Covington and the Puget Sound Regional Fire Authority. A major tree clearing permit will be reviewed concurrently with the development application. The site contains no environmentally critical areas.

Environmental Documents: Revised Preliminary Plat (Harbour Homes, LLC., submitted 01/29/2018), Traffic Concurrency Analysis Report (City of Covington, issued 05/16/2017), Revised Stormwater Site Plan (D.R. Strong Consulting Engineers, dated 01/25/2018), Environmental Report (Re-Align Environmental, dated 01/12/2018), Amended Arborist Report (Greenforest Incorporated, dated 01/24/2018), SEPA Environmental Checklist (dated 09/05/2017), and other information on file with the lead agency.

Responsible Official/Lead Agency: Richard Hart, AICP, Community Development Director
City of Covington SEPA Official
16720 SE 271st Street, Suite 100
Covington, Washington 98042
253-480-2400

This MDNS is issued under WAC 197-11-350. The comment period is 14 calendar days and ends March 9, 2018. Comments and appeals on this MDNS may be submitted by first class mail or delivered to the responsible official at the above lead agency address.

Appeals Notice: Any notice of appeals must be filed in writing, with the required filing fee paid in cash or check and received within 14 calendar days of the end of the comment period at Covington City Hall Offices by March 23, 2018, at 5 PM. You must make specific factual objections, identify error, harm suffered, or identify anticipated relief sought and raise specific issues in the statement of appeal. Contact the Community Development Department at Covington City Hall to ask about the procedures for SEPA appeals.

Signature of Responsible Official: [Signature] Date: 2-14-18
ATTACHMENT A
SEPA Mitigation Measures for the Gobel Subdivision & Major Tree Clearing Permit
File Numbers LU17-0019/0032 & LU17-0020/0032

Earth
1. The developer shall implement an approved Temporary Erosion and Sedimentation Control Plan and meet applicable City of Covington erosion and sedimentation control standards and Department of Ecology Best Management Practices.

Water and Sewer Service
2. A Water System Extension Agreement (SEA) with Covington Water District is required to provide water service to the development. The developer shall be required to meet all conditions of the SEA, unless otherwise determined by Covington Water District.

3. A Developer Extension Agreement (DEA) with Soos Creek Water and Sewer District is required to provide sewer service to the development. The developer shall be required to meet all conditions of the DEA, unless otherwise determined by Soos Creek Water and Sewer District.

Other
4. During construction of the proposed improvements, the developer shall maintain safe and convenient access to all adjacent properties at all times.

5. As necessary during construction, all trucks shall be inspected and cleaned before leaving the site to ensure that dirt, mud and other materials are not deposited on public streets. The developer shall provide for prompt sweeping or cleanup of any dirt, mud and other materials deposited by the project’s trucks on public streets. Temporary traffic control shall be provided as necessary for safe sweeping or cleanup operations.

6. This development is conditioned upon strict observance of all applicable federal laws, including the Bald and Golden Eagle Protection Act. The developer is responsible for adhering to the U.S. Fish and Wildlife Service National Bald Eagle Management Guidelines and/or the U.S. Fish and Wildlife Service Permit, if required.

End
ATTACHMENT 3

BEFORE the HEARING EXAMINER for the
CITY of COVINGTON

DECISION

FILE NUMBERS: LU17-0019/0032 and LU17-0020/0032

APPLICANT: Harbour Homes, LLC
ATTN: Jamie Waltier
400 N 34th Street, Suite 300
Seattle, WA 98103

TYPE OF CASE: Consolidated: 1) Preliminary subdivision (Gobel); and 2) Major Tree Clearing Permit for the subdivision site

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT both applications subject to conditions

DATE OF DECISION: April 18, 2018

INTRODUCTION ¹

Harbour Homes, LLC ("Harbour Homes") seeks preliminary approval of Gobel, a 20-lot single family residential subdivision of a 3.37 acre site, owned by Gerald Gobel, which is zoned R-6. Harbour Homes also seeks concurrent approval of a Major Tree Clearing Permit for the subdivision site. (Testimony)

Harbour Homes filed the preliminary subdivision and Major Tree Clearing Permit applications on September 6, 2017. (Exhibits 2; 3 ²) The Covington Community Development Department ("Department") deemed the applications to be complete on September 27, 2017. (Exhibit 5)

The subject property is located at 15812 SE 256th Street, between SE 254th Place and SE 256th Street.

The Covington Hearing Examiner ("Examiner") viewed the subject property on April 12, 2018.

The Examiner held an open record hearing on April 12, 2018. The Department gave notice of the hearing as required by the Covington Municipal Code ("CMC"). (Exhibit 7)

¹ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.
² Exhibit citations are provided for the reader’s benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner’s Decision is based upon all documents in the record.
HEARING EXAMINER DECISION  
RE: LU17-0019/0032 & LU-0020/0032 (Gobel) 
April 18, 2018  
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The following exhibits were entered into the hearing record during the hearing:

Exhibits 1 - 18: As enumerated in Exhibit 1, the Departmental Staff Report

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

FINDINGS OF FACT

1. Gobel is proposed for a rectangular site measuring about 445 feet north to south and 330 feet east to west. The site is bordered on the south by SE 256th Street, a multi-lane, minor arterial, and on the north by SE 254th Place, a local access street. The temporary stub end of SE 255th Street, also a local access street, terminates against the east property line. The site contains approximately 3.4 acres. (Exhibit 4, Sheet 1; and testimony; additional street classification source: Covington Design and Construction Standards ("Standards"), § 2.01.A.2 & A.5)

2. The site is nearly flat, with no appreciable elevation drop from one end of the site to the other. A single-family residence and several accessory structures are located in the northwest corner of the site, but are accessed via a driveway which enters the site from SE 256th Street at the site’s southeast corner. (Exhibit 4, Sheet 2) The site contains about 120 “significant” 3 trees, the greatest density occurring in a row along the east edge of the site where SE 255th Street ends with the remainder scattered primarily across the south end of the site. In addition to those significant trees on site, a few significant trees are located in the public right-of-way at the northwest corner of the site and a hedgerow is situated along about 1/3 of the north property line. (Exhibits 4, Sheets 2 and 7; 13) No regulated environmentally critical areas exist on the site. (Exhibit 1, p. 1)

3. The Gobel site is bordered on the north by the Wellington Estates single-family residential subdivision, whose southern boundary is SE 254th Place. A small City park ("Friendship Park") occupies Tract A in Wellington Estates opposite the Gobel site. Single-family residential subdivisions border the west and east sides of the Gobel site: Prestige Park Div. 2 on the west and Crofton Hills on the east. (Exhibits 4; 6b)

4. Harbour Homes proposes to subdivide the site into 20 lots for single-family residences. All existing structures will be demolished or removed from the site. The proposed street system to serve the new lots will consist of an interior local access street extending south from SE 254th Place to intersect with a westerly extension of SE 255th Street. Three of the proposed lots will access directly onto SE 254th Place, just as do the lots in Wellington Estates that front on SE 254th Place. A tree retention tract containing approximately 22,200 square feet ("SF") will extend across the width of the site.

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3 A "significant tree" is any healthy tree having a diameter at breast height of six or more inches. [CMC 18.45.030, "Significant tree" definition]

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along SE 256th Street. Storm water will be routed to an off-site detention facility. (Exhibits 1, p. 2; 4; 16; 17)

5. The 20-lot yield matches the base yield for the R-6 zone as established by the CMC. (Exhibit 1, p. 9)

6. No public testimony was presented during the April 12th pre-decision, open record hearing. The record contains two written comments.

One area resident asserts that a bald eagle nest is located on the site. The writer also asserts that bald eagles are an endangered species. (Exhibit 6a) A field evaluation of the site found no bald eagle nests on the subject property. The size and configuration of the on-site trees would not typically support bald eagle nests. Further, bald eagles are no longer listed as an endangered or threatened species. (Exhibit 12) The State Environmental Policy Act ("SEPA") Mitigated Determination of Nonsignificance ("MDNS") (See Finding of Fact 8, below.) includes a mitigation measure that requires adherence to Federal rules regarding bald eagle nests in the event it turns out that such a nest is found on the site. (Exhibit 9, Attachment A, § 6)

One resident living on the north side of SE 254th Place in Wellington Estates objects to access from the interior street to SE 254th Place and suggests that the interior street should connect to SE 256th Street instead. The writer also objects to removal of the hedgerow along SE 254th Place. (Exhibit 6b) The Standards impose intersection spacing requirements: Intersection spacing along minor arterials, measured center-line to center-line, cannot be less than 1,000 feet. [Standards, § 2.07.B] Both the 156th and 160th Avenue SE intersections with SE 256th Street, a minor arterial, are less than 1,000 feet from the furthest corner of the Gobel site to each intersection. (Those two intersections are more than 1,000 feet apart.) (Exhibit 4) Thus, a new intersection anywhere along the site’s frontage on SE 256th Street would violate the Standards. Further, the 156th Avenue SE/SE 256th Street intersection will be reconstructed in the near future in conjunction with construction of a new school in the area. (Testimony)

7. The record contains evidence that appropriate provisions have been made for open space (Exhibit 4); drainage (Exhibits 4; 16; 17); streets and roads (Exhibits 4; 18 4); potable water supply (Exhibit 14); sanitary wastes (Exhibit 15); parks and recreation (Exhibit 1); playgrounds (Exhibit 1); schools and schoolgrounds (Exhibit 1); and safe walking conditions for children who walk to school (Exhibits 1; 10; 11; and testimony). The plat design does not require alleys or other public ways. (Exhibit 4) The record contains no request for transit stops.

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4 Exhibit 18 indicates that a number of City intersections fail to meet the City’s LOS “D” standard with projected project traffic considered. All but four are located along SE 272nd Street, a state highway. The City does not apply its LOS standard to state highways. The other intersections are affected by no or nearly no project traffic. The City has issued a Certificate of Transportation Concurrency for Gobel. (Exhibit 18)

One of the two existing curb-cuts onto SE 256th Street will be eliminated: The easterly curb-cut will be retained to allow access to the tree retention tracts for maintenance purposes. (Exhibit 4; and testimony)
8. Covington's SEPA Responsible Official issued an MDNS on February 23, 2018. (Exhibit 9) The MDNS was not appealed. (Exhibit 1, pp. 3 and 4) The mitigation measures within the MDNS have been carried forward by the Department through a recommended condition of approval. (Exhibit 1, p. 19, Recommended Condition 2)

9. The Department's Staff Report (Exhibit 1) provides a highly detailed, thorough, comprehensive discussion/analysis of all criteria for approval of both a preliminary subdivision and a Major Tree Clearing Permit. Except with respect to the topics discussed herein, the Department's Report was not challenged and is incorporated herein by reference as if set forth in full.

10. The Department recommends approval of Gobel and the associated Major Tree Clearing Permit subject to 50 conditions. (Exhibit 1, pp. 19 – 24) Harbour Homes takes no exception to any of the recommended conditions. (Testimony)

11. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK

The Examiner is legally required to decide this case within the framework created by the following principles:

Authority
A preliminary subdivision is a Type 3 land use application which is subject to an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [CMC 14.30.040, CMC 14.30.050, and Hearing Examiner Rule of Procedure (RoP) 2.27]

Tree removal/clearing is regulated by Chapter 18.45 CMC. The regulations provide for two types of tree removal/clearing permits: Minor Tree Removal (for a site of more than one but less than two acres with more than 20 significant trees) and Major Tree Clearing (for a site of two or more acres with more than 20 significant trees). A Minor Tree Removal Permit is a Type 1 administrative land use application for which there is no right to an administrative appeal; a Major Tree Clearing Permit is a Type 2 administrative land use application for which there is a right to an administrative appeal to the Examiner. However, when consolidated with a higher numbered application, either type of tree removal/clearing permit becomes subject to the higher numbered process. [CMC 14.30.030(2), 14.30.040, 18.45.040(2)(a), 18.45.040(2)(c), and 18.45.060] The Major Tree Clearing Permit application in this case has been consolidated with the Type 3 subdivision application and is, therefore, processed as a Type 3 application.

Review Criteria

5 Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.
HEARING EXAMINER DECISION
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The review criteria for a preliminary subdivision are set forth at CMC 17.15.060 which includes, by reference, the review criteria of Chapter 58.17 RCW. Sections 58.17.100, .110, .120 and .195 RCW set forth the basic criteria to be applied when considering preliminary subdivision applications. A subdivision application must be evaluated against each criterion.

A. Section 58.17.100 RCW provides that the city shall “assure conformance of the proposed subdivision to the general purposes of the comprehensive plan and to planning standards and specifications as adopted by the city . . . .” Section 58.17.195 RCW states that

[n]o plat or short plat may be approved unless the city ... makes a formal written finding of fact that the proposed subdivision or proposed short subdivision is in conformity with any applicable zoning ordinance or other land use controls which may exist.

If a favorable conclusion on the criteria within RCW 58.17.100 cannot be reached, then the application may be denied; if a favorable conclusion on the criteria within RCW 58.17.195 cannot be reached, then the application cannot be approved.

B. Section 58.17.110 RCW requires that a proposed preliminary subdivision

shall not be approved unless the city ... makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision ....

[RCW 58.17.110(2)] If a favorable conclusion on the criteria within RCW 58.17.110 cannot be reached, then the application “shall not be approved”. [RCW 58.17.110(2)]

C. Section 58.17.120 RCW authorizes the city to

disapprove a proposed plat because of flood, inundation, or swamp conditions. Construction of protective improvements may be required as a condition of approval, and such improvements shall be noted on the final plat.

No plat shall be approved by any city ... covering any land situated in a flood control zone ... without the prior written approval of the department of ecology of the state of Washington.
HEARING EXAMINER DECISION
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[Note: State flood control zones were abolished by the legislature in 1987; see decodified RCW 86.16.060.] If a favorable conclusion on the criteria within RCW 58.17.120 cannot be reached, then the application may be denied.

Requirements for a Major Tree Clearing Permit are set forth in Chapter 18.45 CMC.

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

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

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

(a) Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned unit developments and conditional and special uses, if the criteria for their approval have been satisfied;
(b) Density of residential development in urban growth areas; and
(c) Availability and adequacy of public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by [the Growth Management Act].

[RCW 36.70B.030]

Vested Rights
The City has no vesting regulations. 6 Subdivision and short subdivision applications are governed by a statutory vesting regulation: such applications “shall be considered under the subdivision or short subdivision ordinance, and zoning or other land use control ordinances, in effect on the land at the time a fully completed application ... has been submitted ....” [RCW 58.17.033] Therefore, this application is subject to those land development regulations in effect on September 27, 2017.

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6 The vesting regulations in former CMC 14.30.070 were repealed and replaced with an entirely different topic.
Since a preliminary subdivision is under law only a “neat and approximate” rendering of the proposed subdivision, it is quite appropriate that the tree clearing approval also be preliminary, subject to administrative approval of a final tree clearing plan when the subdivision’s engineering drawings are being reviewed and approved.

7. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with one addition.

A preliminary subdivision embodies the concept of approval of a specific development proposal: the preliminary plat. A preliminary subdivision evaluation is based upon the specific preliminary plat submitted by the applicant. It is appropriate, therefore, that the conditions of approval clearly identify the plat which is being approved. The Department’s recommendation as drafted does not do so. Exhibit 4 constitutes the preliminary plat and supporting plans for which approval is sought. Reference to that exhibit will be incorporated into a new condition.

8. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, the testimony and evidence submitted at the open record hearing, and the Examiner’s site view, the Examiner:

A. GRANTS the requested Gobel preliminary subdivision SUBJECT TO THE ATTACHED CONDITIONS; and

B. GRANTS the requested Major Tree Clearing Permit SUBJECT TO THE ATTACHED CONDITIONS

Decision issued April 18, 2018.

John E. Galt
Hearing Examiner
HEARING PARTICIPANTS

Maher Joudi  
Nelson Ogren  
Salina Lyons

NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Covington, ATTN: Kelly Thompson, 16720 SE 271st Street, Suite 100, Covington, Washington 98042) a written request for reconsideration within 10 days following the issuance of this Decision in accordance with the procedures of CMC 2.25.080 and RoP 2.27. Any request for reconsideration shall specify the error which forms the basis of the request. See RoP 2.27 for additional information and requirements regarding reconsideration.

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

NOTICE of RIGHT of JUDICIAL REVIEW

This Decision is final and conclusive subject to the right of review by Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act.. See Chapter 36.70 RCW and CMC 14.45.040 for additional information and requirements regarding judicial review.

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

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7 The official Parties of Record register is maintained by the City’s Hearing Clerk.
CONDITIONS OF APPROVAL
LU17-0019/0032 & LU17-0020/0032

GOBEL

This consolidated preliminary subdivision approval and Major Tree Clearing Permit are subject to compliance with all applicable provisions, requirements, and standards of the Covington Municipal Code, standards adopted pursuant thereto, and the following special conditions:

1. Exhibit 4 is the approved preliminary plat and supporting preliminary plans subject to the following conditions of approval. Revisions to the approved preliminary subdivision are regulated by CMC 17.20.030.

2. All subsequent development review associated with this proposal shall comply with the Covington Municipal Code, Covington Design and Construction Standards, Covington Comprehensive Plan, and other applicable codes and policies, or as otherwise approved by the city.

3. SEPA MDNS Threshold Determination conditions, issued by the city’s SEPA Official on February 23, 2018, shall be incorporated into the design and construction of the Goebel Subdivision. (Exhibit 9)

4. The Goebel Subdivision shall expire or become void if the developer fails to submit a final plat meeting all applicable requirements and all the conditions of preliminary approval within five years from the date of the Hearing Examiner’s decision, or as otherwise determined by adopted State statutes (RCWs).

5. The developer shall comply with Title 19 CMC which contains provisions for the collection of Park Impact Fees. In accordance with CMC 19.20.050, these fees shall be calculated and collected according to the fee schedule in effect at the time of building permit issuance. A note shall be included on the final plat map regarding the requirement to pay Park Impact Fees. The note shall indicate the specific lot within the development that shall not be required to pay the Park Impact Fee.

6. The developer shall comply with CMC Title 19, which contains provisions for the collection of School Impact Fees. In accordance with CMC 19.20.050, impact fees are calculated and collected according to the fee schedule in effect at the time of building permit issuance. A note shall be included on the final plat map regarding the requirement to pay School Impact Fees. The note shall indicate the specific lot within the development that shall not be required to pay the School Impact Fee.

7. If the developer proposes a subdivision identification sign, the location of the monument sign shall be identified and set aside in a separate tract. The monument sign shall be constructed by the developer or the HOA, or its designee in accordance with the requirements for subdivision
identification signage pursuant to CMC 18.55 – Signs. This shall be a note on the face of the final plat and incorporated in the CC&Rs for the development, if applicable.

8. The developer shall submit a final tree preservation and replanting plan based on final engineering and grading plans prior to engineering plan approval or issuance of the Notice to Proceed. The plan shall account for all construction activities including, but not limited to, grading limits and location of trees to be replanted. Street trees and trees planted as part of critical area mitigation do not count toward the tree preservation requirement.

9. The developer’s arborist shall review the engineering plans and conduct a site visit during the engineering phase to inspect the health of the significant trees proposed to be retained. A final assessment (count and health) of the significant trees shall be completed by the developer’s arborist prior to final plat approval. Any additional tree retention deficiencies shall be identified and replaced in accordance with CMC 18.45 prior to the release of any performance bonds posted for the site.

10. The developer shall designate responsibility of the tree tract to the HOA or other organization acceptable to the Director. The tree tract shall guarantee reasonable accessibility for maintenance through easements or from a public street that shall be identified on the final engineering plans and conditioned accordingly on the final plat. The responsibility of the tree tract shall be determined and outlined prior to final plat approval and included as a condition on the final plat map and incorporated in the CC&Rs for the development.

11. The developer shall post a three-year survivability bond, pursuant to CMC 18.45.080(10), for existing or replanted trees required under the tree tract requirement. The three-year tree survivability bond shall be posted prior to final plat approval.

12. The developer shall coordinate with the Covington Water District and Soos Creek Water and Sewer District regarding the design and review of the utilities. The developer shall be responsible for meeting the requirements of the Districts and coordinating any changes to the approved plans throughout the design process (City and Utilities). Delays in the review of the utility plans may result in delayed approvals from the city.

13. All water and sewer mains for the project shall be constructed as part of the improvements for the site development. The developer shall be responsible for obtaining final Board acceptance from Covington Water District and Soos Creek Water and Sewer District, in accordance with each District’s process. To ensure fire safety and adequate water and sewer service, these mains shall be constructed by the developer and accepted by the Covington Water District and Soos Creek Water and Sewer District prior to final plat approval, prior to final acceptance of the site, and release of any posted performance financial guarantees for the site.

14. All proposed water and sewer lines and facilities not located within the public right-of-way shall be located in appropriate easements, and these easements shall appear on the final as-built map, as well
as on Covington Water District and Soos Creek Water and Sewer District standard easement forms recorded against the parcel. Easements shall be recorded prior to final acceptance of the site and release of any posted performance financial for the site.

15. To avoid utility conflicts that might result in project delays or inappropriate utility configurations approved water and sewer plans shall be submitted to the city for review prior to final engineering approval or issuance of Notice to Proceed for the site.

16. The private well shall be decommissioned in accordance with Washington State Department of Ecology and Public Health – Seattle & King County standards and procedures. The well shall be decommissioned prior to final engineering approval or issuance of Notice to Proceed for the site.

17. The developer shall provide mitigation for an increase in stormwater volumes and water quality impacts by complying with the requirements of the 2015 Ecology Stormwater Manual, and CMC 13.25, as applicable and as approved by the city.

18. The final drainage report shall be approved prior to engineering plan approval and issuance of the Notice to Proceed.

19. The developer shall add one catch basin with a birdcage and re-establish a drainage swale downstream of The Reserve facility within the Channing Park development. The preliminary design has been accepted by the city. The final drainage design shall be approved prior to engineering plan approval and issuance of the Notice to Proceed.

20. Footing drains shall be installed around the perimeter of the residences, at or just below the invert of the footing, with a gradient sufficient to initiate flow. Footing drains shall not be connected to the site storm system unless groundwater flows are determined and incorporated in the drainage design. Roof downspouts must be separately tight lined to discharge. Cleanouts shall be installed at strategic locations to allow for periodic maintenance of the footing drain and downspout tightline system. The location of such systems shall be identified on the engineering plans and reviewed prior to engineering plan approval or issuance of the Notice to Proceed unless otherwise approved. A note shall be included on the face of the final plat and incorporated in the CC&Rs identifying these systems and that the individual homeowner will be responsible for maintenance.

21. The developer shall be responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit from the Department of Ecology. A copy of the approved permit shall be submitted to the city prior to the issuance of the Notice to Proceed.

22. All proposed storm pipes and facilities that do not lie within the public right-of-way shall be located in appropriate easements.
23. Any required easements and covenants associated with stormwater facilities shall be recorded with King County’s Department of Records and Elections prior to final acceptance of the site and release of any posted performance financial guarantees for the site.

24. To mitigate any erosion and sedimentation during construction, the developer shall adhere to design requirements and Best Management Practices. The engineering construction drawings shall include a Temporary Erosion and Sedimentation Control Plan and shall be reviewed prior to final engineering approval or issuance of the Notice to Proceed.

25. Erosion exposure of the site can be minimized if all site improvement plans are submitted to the city for review prior to initiation of clearing and grading activities. The developer shall submit to the city for review all clearing and grading plans, engineering construction drawings, and other site improvement plans prior to final engineering approval or issuance of the Notice to Proceed.

26. After construction is complete, the developer shall clean all pipes, inlets, and catch basins as directed by the city, for those areas affected by the project. All storm pipes shall be subject to a low-pressure air test. All storm pipes shall be inspected by television camera with a city inspector present during the inspection.

27. A pedestrian-only five-foot walkway through the tree retention tract (Tract A) shall connect the southeast sidewalk of Road A with the existing sidewalk on SE 256th Street. This walkway shall be part of Tract A, and owned and maintained by the Gobel Subdivision HOA. The final design and location of the walkway shall be approved prior to engineering plan approval and issuance of the Notice to Proceed.

28. The new residential streets internal to the site shall be dedicated and improved to local access street standards, unless otherwise determined by the city, as shown on Exhibit 4. No additional dedication is required for SE 254th Place and SE 256th Street. Sidewalk and planting strip shall be constructed over existing SE 254th Place right-of-way between the end of sidewalk/planting strip of Prestige Parke Division II directly to the west and the end of sidewalk/planting strip of Crofton Hills directly to the east. The western driveway cut to the property on SE 256th Street shall be removed and replaced with sidewalk and planting strip.

29. The developer shall coordinate with Puget Sound Energy/IntoLight for design and construction of the illumination system. Illumination plans shall be provided to the city prior to engineering plan approval or issuance of the Notice to Proceed.

30. The developer shall coordinate with the Covington Postmaster regarding the location of the Collection Box Units (CBU) prior to engineering plan approval or issuance of the Notice to Proceed. The developer is responsible for the installation of Collection Box Units (CBU) and distribution of keys in accordance with the Covington Postmaster.
31. The developer shall be required to underground all utilities in accordance with Section 8.01 and standard details in the Street Standards.

32. The developer shall comply with CMC Title 19 which contains provisions for the collection of Transportation Impact Fees. In accordance with CMC 19.20.050, these fees are calculated and collected according to the fee schedule in effect at the time of building permit issuance. The plat shall receive one Transportation Impact Fee credit for the existing dwelling that will be removed. A note shall be provided on the final plat that denotes which lot is not required to pay the Transportation Impact Fee. (Exhibit 18)

33. The developer may bond for the street trees, and associated landscaping with the conditions that street trees shall be installed with the construction of each home and a bond for the installation of street trees shall be posted with the city prior to final plat approval. A note shall be included on the plat outlining the requirement to install a street tree with each home.

34. If street trees are not installed at the time of construction, then the city will not release any performance financial guarantees until the street trees are installed in accordance with the final approved landscaping plan.

35. The property owner shall be responsible for the maintenance of the planting strip including trees, shrubbery, grass, or other ground cover abutting their property, unless otherwise designated by the development's Homeowner's Association. A note shall be included on the final plat map, and incorporated into the CC&Rs, if applicable, addressing the responsibility of maintenance of planting strips.

36. The developer shall install a pavement overlay and/or reconstruct the entire street width where damage to existing streets, installation of utilities, and/or improvements to existing streets occur due to this project and in accordance with CMC 12.115.040.

37. The developer shall submit for review and approval detailed grading and engineering plans for the roads, utilities, and individual lots. The final engineering plans shall be reviewed and approved by the city, and shall be implemented as part of the plat development. Revisions to the approved engineering plans must be submitted in writing and approved by the city’s Development Review Engineer.

38. The developer shall provide detailed grading plans that indicate finish floor elevations, driveway grades, slopes, proposed walls, and other topographic features in accordance with CMC 14.60 – Clearing and Grading Regulations. Upon approval of the grading plans, individual lots, at the time of building permit review, shall be cleared, and graded in accordance with CMC 14.60.135 – Grading-Individual Lots.
39. Any walls needed for the construction of the homes shall be considered during the engineering phase and shall be constructed entirely on the downhill side when constructed along a property line (CMC 18.60.130). The grading plans shall be incorporated into the engineering review plans.

40. Walls constructed higher than four feet shall be required to obtain a separate building permit and approval by the city Development Review Engineer.

41. Ownership and maintenance responsibilities for any constructed rockeries shall be identified and conditioned accordingly on the final plat map. The city will not take responsibility for any rockeries constructed as part of the Gobel Subdivision.

42. The final plat shall include a note with the restrictions outlined in CMC 18.35.210 for fences located on a rockery, retaining wall or berm that shall apply to the lots that contain rockeries.

43. The final engineering plans shall show the location of the driveways for each lot, in accordance with Section 3.C of the Street Standards. The developer shall consider the placement of houses on the lots and the location of the driveways, accordingly. The final engineering plans shall consider the location of driveways and conflicts with street lights, utility boxes, and street trees, and shall be consistent with the landscaping plan.

44. All import fill material shall be clean and free of environmental hazards and contaminants. Proof of clean import soils shall be required through a Clean Soil Questionnaire and Certification form.

45. Fire Impact Fees are required for each new single-family lot in accordance with CMC 19.50. Fire Impacts Fees shall be due at the time of individual building permit issuance. The plat shall receive one Fire Impact Fee credit for the existing dwelling that will be removed. A note shall be provided on the final plat that denotes which lot is not required to pay the Fire Impact Fee.

46. The developer shall be responsible for obtaining any necessary state and federal permits and approvals for the project, and is responsible for complying with any conditions of approval placed on these or other state or federal permits or approvals, and for submitting revised drawings to the city for its review and approval, if necessary to reflect these state or federal conditions of approval.

47. The site shall provide adequate water supply for fire protection during construction in accordance with the provisions of CMC 15.20.470 and as required by the Fire Marshal’s office.

48. The developer shall observe the hours of operation per applicable city ordinances during the construction of the development. Prior to issuance of a Notice to Proceed, the developer shall post a notice on-site indicating the hours of operation for construction. The size, location, and content of the sign shall be consistent with the notice required for the Notice of Application. The notice shall remain in place until the developer has received notice authorizing the sign’s removal.
49. All improvements and amenities required for the project shall be completed or financially assured and shall be completed within one year of final plat approval.

50. The developer shall provide the city with as-built drawings, in electronic format, and a copy of the AutoCAD files for the system prior to final acceptance of the site and release of any posted performance financial guarantees for the site, in accordance with Section 9.10 of the City of Covington Design and Construction Standards.

51. All easements shall be required to be recorded with King County's Department of Records and Elections prior to final acceptance of the site and release of any posted performance financial guarantees for the site.
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT #2 TO THE AGREEMENT FOR SERVICES WITH MCDONOUGH & SONS, INC. FOR JOINT COVINGTON/MAPLE VALLEY STREET SWEEPING.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
2. Amendment #2 to Agreement for Services with McDonough & Sons, Inc.

PREPARED BY: Shellie Bates, Programs Supervisor

EXPLANATION:
In September 2017 the city council awarded the contract for street sweeping services to McDonough & Sons, Inc., in an amount not to exceed $121,450, to perform street sweeping services in Covington and Maple Valley as outlined in the agreement (Contract No. 101-2017, Attachment No. 1).

Section 3 of the current agreement between the City of Covington and McDonough & Sons, Inc. states, “This contract may be renewed each September for the succeeding two (2) years (2018/2019 and 2019/2020) upon performance audit and approval by the City. The unit price of the contract will be adjusted each year using the Seattle-Tacoma Consumer Price Index – Urban (CPI-W) rate starting with June of 2017 as the initial benchmark and the rate in June in subsequent years to be applied in October of that year.”

Pursuant to Section 3 of the current agreement, McDonough & Sons, Inc. has fulfilled their obligation under the terms of the agreement. City staff has reviewed their performance over the past year and recommends renewal of the contract for another twelve months. The Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for Seattle-Tacoma-Bremerton, WA for June 2019 is 1.6847 percent. Accordingly, upon execution of the proposed Amendment #2 (Attachment No. 2, the unit price of the contract will increase by 1.6847 percent for the next twelve-month renewal term.)

ALTERNATIVES:
Do not amend the existing street sweeping agreement and advertise the project for competitive bids. This alternative would impact the city with an interruption in the street sweeping service, as the current agreement would expire on September 30, 2019.

FISCAL IMPACT:
The 2019 budgeted amount for this service is $124,000 (Surface Water Management Fund). The 2020 budgeted amount for this service is $127,720 (Surface Water Management Fund).
The City of Covington’s portion of the contract is $63,879.96 and the City of Maple Valley’s portion is $49,446.59. The remainder of the contract ($14,393.45) is for emergency response and storm clean up sweeping services.

With the above changes, Amendment #2 will include an amount not to exceed $127,720.

CITY COUNCIL ACTION: Ordinance Resolutions X Motion Other

Councilmember _______ moves, Councilmember _______ seconds, to authorize the City Manager to execute Amendment #2 to Contract No. 101-2017 with McDonough & Sons, Inc. for joint Covington/Maple Valley street sweeping.

REVIEWED BY: City Manager, City Attorney, Finance Director, Public Works Director
CITY OF COVINGTON
AGREEMENT FOR SERVICES

Between: City of Covington and McDonough & Sons Inc.
Project: Street Sweeping
Commencing: October 1, 2017
Terminating: September 30, 2018
Amount: Not to Exceed $121,450

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this 26th day of September, 2017, by and between the City of Covington ("City"), a Washington municipal corporation, and McDonough & Sons Inc. ("Contractor"), a corporation.

RE bâtals:

A. The City, in partnership with the City of Maple Valley ("Maple Valley"), seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform street sweeping services on behalf of the citizens of Covington and Maple Valley; and

B. The City has taken the lead administrative role of requesting bids for said services and has selected the Contractor to perform said services; and

C. The Contractor has the requisite skill and experience necessary to provide said services; and

D. The purpose of this Agreement is to establish the terms and conditions under which the Contractor will perform said services.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the City and the Contractor do hereby agree as follows:

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Contractor and the Contractor does hereby agree to perform on behalf of the City the services more particularly described herein.

2. Scope of Services. Upon written authorization from the City to proceed, the Contractor shall perform the services described on both Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by this reference ("Services"), in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Contractor shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this Agreement and shall submit a

3. **Term of Agreement.**

   3.1 This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than September 30, 2018, unless earlier terminated under the provisions of this Agreement. Time is of the essence in each and every term of this Agreement.

   3.2 This Agreement may be renewed each September for the succeeding two (2) years (2018/2019 and 2019/2020) upon performance audit and approval by the City. The unit price of the Agreement shall be adjusted each year using the Seattle-Tacoma Consumer Price Index – Urban (CPI-W) rate starting with June of 2017 as the initial benchmark and the rate in June in subsequent years to be applied in October of that year.

4. **Compensation and Method of Payment.**

   4.1 **Compensation.** In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed $121,450.

   4.2 **Method of Payment.** Payment for Services shall be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City within thirty (30) days of performance of the Services, and the same is approved by the appropriate City representative. Services for Covington and Maple Valley shall be invoiced separately to the City. Payment shall be made no later than ten (10) days after the City’s Council approval of the invoiced amount.

   4.3 **First Invoice.** Prior to or along with the first invoice submitted, the Contractor shall return to the City a completed "Request for Taxpayer Identification Number and Certification", also known as IRS Form W-9.

   4.4 **Contractor Responsible for Taxes.** The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. **Warranty.** The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of Covington business license. The City of Maple Valley requires a Washington State business license. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Contractor shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Contractor under this Agreement. The Contractor shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of
the Contractor. The City shall also have the right to deduct from payments to the Contractor any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Contractor's failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City's approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Contractor shall be delivered to the City.

7. Independent Contractor. It is the intention and understanding of the City and the Contractor that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Contractor sick leave, vacation pay or any other benefit of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. The Contractor will be solely responsible for its acts and for the acts of its agents, employees, sub contractors or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the parties hereto. The Contractor shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The Contractor, as an independent Contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

8. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless the Cities of Covington and Maple Valley and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of Contractor, its employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Contractor, its employees, agents, volunteers or representatives and the City or its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of Contractor, its employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Contractor shall assume all costs of defense thereof, including administrative and legal fees incurred by the City, and of all resulting judgments that may be obtained against the City or any of its officers, principals, agents, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, Contractor shall at once cause the
same to be dissolved and discharged by giving bond or otherwise. Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and for that purpose Contractor specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Contractor recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

The provisions of this Section shall survive any expiration or termination of this Agreement.

9. Insurance. The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives or employees. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Cities of Covington's and Maple Valley's recourse to any remedy available at law or in equity. The Contractor shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

9.2 Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than $1,000,000 each occurrence, $2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.

9.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than $1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

The Cities of Covington and Maple Valley shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage(s) if the Contractor participates in a state-run workers' comp program. The Contractor shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Contractor's insurance policies are "claims made," the Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this
Agreement is actually terminated or upon project completion and acceptance by the City. The Contractor’s failure to maintain such insurance policies shall be grounds for the City’s immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Books and Records. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11. Termination.

11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. The Contractor may terminate this Agreement upon sixty (60) days notice to the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall be submitted to the City within five (5) days of the date of termination.

11.2 In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11.3 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation, default, or nonperformance of any provision of this Agreement. The remedies provided in this paragraph shall be in addition to any other remedy the City may have at law or in equity.

12. Discrimination. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Contractor or by the Contractor’s employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor’s breach, may result in ineligibility for further City agreements.
13. **Assignment and Subcontract.** The Contractor shall not assign or transfer any interest in this Agreement or subcontract any portion of the services contemplated hereunder without the prior written consent of the City.

14. **Conflict of Interest.** The Contractor represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized that the Contractor may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Contractor's ability to perform the Services. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the City. The Contractor agrees to resolve any actual conflicts of interest in favor of the City.

15. **Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Contractor and shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period. This Agreement shall terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of this provision are effectuated.

16. **Entire Agreement.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

17. **Amendment.** This Agreement may not be modified or amended except by writing signed by all parties hereto.

18. **No Waiver.** Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19. **Successors.** Subject to the provisions of paragraph 13 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

20. **Severability.** Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

21. **Notices.** All notices, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by first class or certified mail, with postage prepaid,
if to the Contractor, to:

McDonough & Sons Inc.
P.O. Box 461
Ravensdale, WA 98051

or to such other person or place as the Contractor shall furnish to the City in writing; and

if to the City, to:

City of Covington
Attn: Operations & Maintenance Manager
16720 SE 271st Street, Suite100
Covington, WA 98042

or to such other person or place as the City shall furnish to the Contractor in writing.

Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

22. **Governing Law; Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

23. **Attorney’s Fees.** In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party’s reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney’s fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term “legal proceedings” as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

24. **Survival of Representations.** The representations and warranties of the City and the Contractor contained hereto shall survive indefinitely.

25. **Independent Counsel.** The Contractor acknowledges that the drafter of this Agreement is the City’s legal representative to whom the Contractor does not look to for any legal counseling or legal advice with regard to this transaction. The Contractor further acknowledges that it has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Contractor acknowledges that it has consulted with independent legal counsel of its choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

26. **Authority.** Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

Attest: 
Sharon Scott, City Clerk

Approved as to form:
Kathy Hardy, City Attorney

MCDONOUGH & SONS INC.

By:
Its:
City of Covington  
Small Public Works Roster  
Street Sweeping

SCOPE OF SERVICES

The Contractor agrees to provide street sweeping services, curb to curb (or to edge of pavement), during this contract as follows (see Exhibit A1 for locations):

1. Downtown Streets  
   - January – December  
   - Prior to Community Events  
   (52) Once every week (nights)  
   (3) July, October, and December

2. Arterial Streets  
   - January – April  
   - May – August  
   - September – October  
   - November – December  
   Once every other week  
   Once per month  
   Once every other week  
   Weekly

3. Residential Streets  
   - Sweep all 4 maintenance zones  
   November, February, April, July (Quarterly)

4. Emergency Response  
   - Storm cleanup which includes sweeping sand after snow and ice events and wind storm cleanup (must be cleaned within 30 days of end of event).  
   - Callout response which includes accidents and/or spill cleanup (must be within 1 hour).  
   - Response to specific requests as transmitted by the City.

5. Contractor will provide monthly verification of proper disposal of spoils with each invoice submitted

6. Contractor will notify the City of Covington Maintenance Supervisor in advance of work schedules.

7. Contractor will provide a weekly log to the City of Covington Maintenance Supervisor via email or fax indicating completed work.

Note: The contractor is responsible for proper disposals of all sweepings. No storage on City of Covington or City of Maple Valley property is available.
EXHIBIT B

City of Maple Valley
Small Public Works Roster
Street Sweeping

SCOPE OF SERVICES

The Contractor agrees to provide street sweeping services, curb to curb (or to edge of pavement), during this contract as follows (see Exhibit B1 and B2 for locations):

1. **Primary Streets**
   - Once per month
   - Prior to Community Events (1) June, MV Days (see Exhibit B2)

2. **Local Streets**
   - Quarterly

3. **Emergency Response**
   - Storm cleanup which includes sweeping sand after snow and ice events and wind storm cleanup (must be cleaned within 30 days of end of event).
   - Callout response which includes accidents and/or spill cleanup (must be within 1 hour).
   - Response to specific requests as transmitted by the City.

5. Contractor will provide monthly verification of proper disposal of spoils with each invoice submitted.

6. Contractor will notify the City of Covington Maintenance Supervisor in advance of work schedules.

7. Contractor will provide a weekly log to the City of Covington Maintenance Supervisor via email or fax indicating completed work.

Note: The contractor is responsible for proper dispositions of all sweepings. No storage on City of Covington or City of Maple Valley property is available.
City of Covington  
Small Public Works Roster  
Street Sweeping  
BID PROPOSAL

After carefully examining of Exhibit A, Scope of Services, as well as the various locations of the project and conditions affecting the work, the undersigned agrees to furnish all the labor, materials, equipment, superintendents, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the Agreement documents and the implied intent thereof, for the following schedule of unit prices.

**SCHEDULE A (City of Covington): See Exhibits A and A1 (Sweep Route Map)**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEMS OF WORK</th>
<th>Bid Quantity</th>
<th>Units</th>
<th>Unit Prices</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Downtown Streets (Covington)</td>
<td>52</td>
<td>Each Sweep</td>
<td>455.00</td>
<td>$23,660.00</td>
</tr>
<tr>
<td>A2</td>
<td>Arterial Streets (Covington)</td>
<td>25</td>
<td>Each Sweep</td>
<td>790.00</td>
<td>$19,750.00</td>
</tr>
<tr>
<td>A3</td>
<td>Residential Streets (Covington)</td>
<td>4</td>
<td>Each Sweep</td>
<td>3100.00</td>
<td>$12,400.00</td>
</tr>
<tr>
<td>A4</td>
<td>Emergency Response Call Outs (Covington)</td>
<td>1</td>
<td>HR</td>
<td>65.</td>
<td>N/A</td>
</tr>
<tr>
<td>A5</td>
<td>Special Event Sweeps (Covington)</td>
<td>1</td>
<td>HR</td>
<td>65.</td>
<td>N/A</td>
</tr>
<tr>
<td>A6</td>
<td>Storm Clean-Up (Covington)</td>
<td>1</td>
<td>CY</td>
<td>40.</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$55,810.00</strong></td>
</tr>
</tbody>
</table>

**SCHEDULE B (City of Maple Valley): See Exhibits B, B1 and B2 (Sweep Route Maps)**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEMS OF WORK</th>
<th>Bid Quantity</th>
<th>Units</th>
<th>Unit Prices</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Primary Streets (Maple Valley: MV)</td>
<td>12</td>
<td>Each Sweep</td>
<td>2100.</td>
<td>$25,200.00</td>
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<tr>
<td>B2</td>
<td>Local streets (MV)</td>
<td>4</td>
<td>Each Sweep</td>
<td>4500.</td>
<td>$18,000.00</td>
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<td>B3</td>
<td>Emergency Response Call Outs (MV)</td>
<td>1</td>
<td>HR</td>
<td>65.</td>
<td>N/A</td>
</tr>
<tr>
<td>B4</td>
<td>Special Event Sweeps (MV)</td>
<td>1</td>
<td>HR</td>
<td>65.</td>
<td>N/A</td>
</tr>
<tr>
<td>B5</td>
<td>Storm Clean-Up (MV)</td>
<td>1</td>
<td>CY</td>
<td>40.</td>
<td>N/A</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
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<td><strong>$43,200.00</strong></td>
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<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
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<tr>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>SCHEDULE A (City of Covington) Total (from Page 11)</td>
<td>$55,810.00</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Washington State Sales Tax (8.6%)</td>
<td>$4,799.66</td>
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<tr>
<td><strong>SCHEDULE A (Covington) GRAND TOTAL</strong></td>
<td>$60,609.66</td>
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<tr>
<td>SCHEDULE B (City of Maple Valley) Total (from Page 11)</td>
<td>$43,200.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Washington State Sales Tax (8.6%)</td>
<td>$3,715.20</td>
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<tr>
<td><strong>SCHEDULE B (Maple Valley) GRAND TOTAL</strong></td>
<td>$46,915.20</td>
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<td></td>
<td></td>
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<tr>
<td><strong>TOTAL BID, INCLUDING SALES TAX (Schedule A + Schedule B)</strong></td>
<td><strong>$107,524.86</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
CITY OF COVINGTON
AGREEMENT FOR SERVICES

Amendment #2

Between the City of Covington and McDonough & Sons, Inc.

That portion of Contract No. 101-2017 between the City of Covington and McDonough & Sons, Inc. entered into by the parties on the 26th day of September, 2017, is amended pursuant to Section 17 of said Agreement, as follows:

1. **Term of Agreement.** Section 3 of the Agreement shall be amended to extend the term of the Agreement until September 30, 2020.

2. **Compensation.** Section 4.1 of the Agreement shall be amended to include the Seattle-Tacoma Consumer Price Index – Urban (CPI-W) rate for June 2019 of 1.6847 percent for an amount not to exceed $121,450 in 2018, $124,000 in 2019, and $127,720 in 2020.

All other provisions of the Agreement shall remain in full force and effect.

Dated this 10th day of September, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

Attest: Approved as to form:

______________________________  ________________________________
Sharon Scott, City Clerk        Kathy Hardy, City Attorney

MCDONOUGH & SONS, INC.

By: ______________________________
Its: ______________________________
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A LOCAL AGENCY AGREEMENT SUPPLEMENT NUMBER 1 WITH WSDOT AND AMENDMENT NUMBER 1 WITH DCI ENGINEERS FOR ADDITIONAL REAL ESTATE SERVICES FOR THE COVINGTON CONNECTOR (CIP 1201) PROJECT.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Washington State Department of Transportation – Local Agency Agreement Supplement Number 1
2. Amendment Number 1 with DCI Engineers

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:
On June 12, 2018 the City Council authorized submittal of the Project Prospectus and Local Agency Agreement for the Covington Connector Project (CIP 1201). These documents are what obligated a portion of the $24,000,000 in state funds to begin right-of-way acquisition. On July 10, 2018 the City Council authorized an agreement with DCI Engineers for real estate services on this project.

Since the commencement of right-of-way acquisition in 2018, the design of the project is nearly complete. In progression of design, we now know what right-of-way is needed and we now have a better understanding of what it will cost. Property appraisals and temporary construction easements are running higher than expected, and the project has a need for more property. Higher costs and additional property are why we are requesting additional Connecting Washington funds be moved into right-of-way acquisition. Additional funds will cover additional property purchases, additional easements, and additional scope provided by DCI Engineer’s real estate services.

There are two forms that need to be executed as part of the proposed supplement. The first is with WSDOT (Attachment 1) that identifies how the supplement is funded and the second is the amendment with DCI Engineers (Attachment 2) to conduct the work.

Staff is recommending that this agreement supplement and amendment be approved, and that the city continue the acquisition of right-of–way for CIP 1201.

FISCAL IMPACT:
The state funds that were obligated for the 2017 to 2019 biennium was $8,000,000. The original estimate for the Right-of-Way phase was $840,000. During the development of the final Right-of-Way design and appraisal process, the original estimate was discovered to be insufficient. The current estimate for the completion of the acquisitions is an additional $800,000 for a total

101 of 145
Right-of-Way phase of $1,640,000. The remaining $6,360,000 will be obligated for construction after completion of the Right-of-Way acquisition. The remaining appropriation of $16,000,000 is scheduled as part of the 2019-2021 biennium. Since the above Connecting Washington funds are reimbursable and not dispersed upfront, funds received from Traffic Impact fees can be used for initial expenditure (cash flow) until the funds are reimbursed.

The additional scope of services we are requiring DCI Engineers to undertake has been included in the above estimate for total additional acquisition services of $800,000. DCI’s additional costs for additional services is $75,000.

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 1 with WSDOT and Amendment Number 1 with DCI Engineers, in substantial form as that presented, in the amount of $75,000 for real estate services for the Covington Connector (CIP 1201) Project.

REVIEWED BY: City Manager, City Attorney, Finance Director
This supplemental agreement is made and entered into .
All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Project Description  No Change

Reason for Supplement
Additional Right-of-Way funds are required to purchase the property necessary to complete the project intent.

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Estimate of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1) Previous Agreement/Suppl.</td>
</tr>
<tr>
<td>PE</td>
<td></td>
</tr>
<tr>
<td>a. Agency</td>
<td></td>
</tr>
<tr>
<td>b. Other</td>
<td></td>
</tr>
<tr>
<td>c. Other</td>
<td></td>
</tr>
<tr>
<td>d. State</td>
<td></td>
</tr>
<tr>
<td>e. Total PE Cost Estimate (a+b+c+d)</td>
<td>$0.00</td>
</tr>
<tr>
<td>RW</td>
<td></td>
</tr>
<tr>
<td>f. Agency</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>g. Other</td>
<td>$400,000.00</td>
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<tr>
<td>h. Other</td>
<td>$400,000.00</td>
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<tr>
<td>i. State</td>
<td>$20,000.00</td>
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<td>j. Total R/W Cost Estimate (f+g+h+i)</td>
<td>$840,000.00</td>
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<tr>
<td>CN</td>
<td></td>
</tr>
<tr>
<td>k. Contract</td>
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</tr>
<tr>
<td>l. Other</td>
<td></td>
</tr>
<tr>
<td>m. Other</td>
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</tr>
<tr>
<td>o. Agency</td>
<td></td>
</tr>
<tr>
<td>p. State</td>
<td></td>
</tr>
<tr>
<td>q. Total CN Cost Estimate (k+l+m+n+o+p)</td>
<td>$0.00</td>
</tr>
<tr>
<td>r. Total Project Cost Estimate (e+j+q)</td>
<td>$840,000.00</td>
</tr>
</tbody>
</table>

AGENCY

BY: City Manager

Date:______________

STATE

BY: Director, Local Programs

Date:______________
Amendment #1

Between the City of Covington and DCI Engineers

That portion of Contract No. 059-2018 between the City of Covington and DCI Engineers entered into by the parties on the 10th day of July, 2018, is amended pursuant to Section 18 of said Agreement, as follows:

1. **Scope of Services.** Section 2 of the Agreement shall be amended to include the additional scope of services as described in the new Exhibit “A” attached hereto and incorporated herein by this reference.

2. **Compensation.** Section 4.1 of the Agreement shall be amended to include the additional services for an amount not to exceed $75,000.

All other provisions of the contract shall remain in full force and effect.

Dated this 10th day of September, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

CITY OF COVINGTON

By: Regan Bolli
Its: City Manager

Attest: Approved as to form:

Sharon Scott, City Clerk                        Kathy Hardy, City Attorney

DCI ENGINEERS

By: ____________________________
Its: ____________________________
Supplemental agreement for City of Covington
Covington Connector 204th and SR 516

Staff
Roxanne Grimm – Project manager
Jennifer Oxrieder- ROW agent

Relocation:
Relocation Plan @ $3,000.00
Relocation of 7 impacted PPO (personal property) $20,000.00

Acquisition
6 additional parcels @ $4,000 each $24,000.00
Various water easements as needed @ Lump Sum $10,000.00

Subconsultant Cost breakdowns

Appraisal from Jim Lingeman
6 fee parcels @ $3,500 each $21,000.00

Total: $75,000.00

Roxanne Grimm RW Project Manager
DCI Engineers
August 28, 2019
SUBJECT: CONSIDER RESOLUTION DECLARING ONE PIECE OF EQUIPMENT AS SURPLUS PROPERTY.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Proposed Resolution

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works

EXPLANATION:
In 2007 the City of Covington purchased a Deweze ATM-72LC All Terrain Mower. Currently it is not running and would be too costly to repair.

Staff is seeking council’s approval to surplus the following piece of equipment per the city’s Capital Asset Policy.

• #2766 – 2007 Deweze ATM-72LC All Terrain Mower (Serial #07A03)

FISCAL IMPACT:
This piece of equipment will be sent to James G. Murphy Co. to sell at an auction. The proceeds will be sent to the City and returned to the Equipment Replacement fund.

CITY COUNCIL ACTION: _____Ordinance  _X_ Resolution  _____Motion  _____Other

Councillor ________________ moves, Councillor ___________________ seconds, to pass a resolution in substantial form as that attached hereto, declaring the 2007 Deweze ATM-72LC All Terrain Mower (#2766) as surplus property.

REVIEWED BY: City Manager, City Attorney, Finance Director
RESOLUTION NO. 2019-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DECLARING ONE PIECE OF EQUIPMENT AS SURPLUS PROPERTY.

WHEREAS, the City of Covington maintains a vehicle and equipment fleet to complete city business; and

WHEREAS, the city has a vehicle replacement program to replace vehicles and equipment on a scheduled basis to maintain a functioning fleet; and

WHEREAS, the city owns a 2007 Deweze ATM-72LC All Terrain Mower (Asset #2766) that is no longer needed; and

WHEREAS, the city’s Capital Asset Policy requires that assets with a purchase amount greater than $5,000 be surplused by City Council resolution; now, therefore

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

Section 1. The City Council does hereby declare that the 2007 Deweze ATM-72LC All Terrain Mower, Serial #07A03 (Asset #2766) is surplus to the needs of the city and authorizes disposal of the vehicle in the most cost-effective manner.

PASSED in open and regular session on this 10th day of September 2019.

_________________________________________
Mayor Jeff Wagner

ATTESTED:

_________________________________________
Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

_________________________________________
Kathy Hardy, City Attorney
SUBJECT: AN ORDINANCE AMENDING COVINGTON MUNICIPAL CODE SECTION 18.50.110 BY AMENDING THE TOTAL NUMBER OF VEHICLES ALLOWED TO BE PARKED OR STORED OUTSIDE A PERMANENT FULLY ENCLOSED BUILDING OR CARPORT FOR A SINGLE-FAMILY DWELLING UNIT, REGARDLESS OF ZONE, AND INCLUDING RECREATIONAL VEHICLES, BOATS AND TRAILERS IN THE TOTAL NUMBER OF VEHICLES.

RECOMMENDED BY: Covington Planning Commission

ATTACHMENT(S):
1. Ordinance No. 10-2019 and Exhibit A
2. Public Comments

PREPARED BY: Dafne Hernandez, Planning Technician
Ryan Harriman, EMPA, AICP, Planning Manager

EXPLANATION:

On August 1, 2019 the Covington Planning Commission held a properly noticed public hearing on the proposed code amendments to amend the Covington Municipal Code (CMC) 18.50.110. Currently, this section of the CMC regulates the total number of vehicles parked or stored outside of a building on a single-family lot in the R-4 through R-8 zones, but omits the R-1, R-12, R-18 and MR residential zones. Furthermore, recreational vehicles and trailers are excluded from the total count, see Exhibit A of the above referenced Ordinance.

The purpose of the proposed amendment is to provide consistency for all residentially developed single-family properties, regardless of zone. Therefore, the proposed amendment accomplishes the following:

1) Removes the reference to specific zones and inserts language that will apply to all single-family dwelling units “regardless of zone”.
2) Includes recreational vehicles, boats and trailers excluding them.
3) Allows an additional vehicle for a legally established accessory dwelling unit.
4) Provides clarity for the type of structure/building that would remove the vehicle(s) from the total count.
5) Provides clarity of where on a single-family lot the parking of vehicles, RVs, boats and trailers is not appropriate.

Public comments were submitted to the City, (Attachment 2), and public testimony was provided at the Planning Commission’s public hearing. After deliberating the Planning Commission voted to recommend that the City Council approve the proposed amendments to the Covington Municipal Code (CMC) 18.50.110, as hereby attached as Attachment 2.
Legal Notice & SEPA Determination (SEPA19-01)
A SEPA Threshold Determination of Nonsignificance (DNS) was issued on July 12, 2019, with a 14-day comment period that ended on March 22, 2019. Legal notice was published in the Covington Reporter on July 26, 2019, as well as posted on the city website and at City Hall. Legal notice of the Planning Commission’s public hearing on these proposed amendments was also published July 12, 2019 in the Covington Reporter as well as posted on the City’s website and at City Hall on July 12, 2019.

Planning Commission Review
The Planning Commission held a meeting on July 18, 2019 to review and discuss the proposed amendments. The Planning Commission held the public hearing on August 1, 2019 and ultimately voted to recommend to the City Council approval of the amendments as set forth in Exhibit A of the attached Ordinance.

CMC 14.27.040 Decision criteria.
The 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;

   Staff Findings: Yes, the proposed code amendments comply with the Growth Management Act of Washington State and the goals and policies of the City’s Comprehensive Plan.

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;

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

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

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

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

   Staff 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;

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

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

   Staff Findings: Yes, this is the first request for these amendments.
Adequate public services could be made available to serve the full range of proposed uses in that zone.

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

ALTERNATIVES:
1. Recommend amendments to the proposed ordinance.
2. 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.

CITY COUNCIL ACTION:  X Ordinance ___Resolution ___Motion ___Other

Council member __________ moves, Council member __________ seconds, to adopt an Ordinance relating to off-street parking, amending Covington Municipal Code Section 18.50.110 by adding language related to the total number of vehicles allowed to be parked or stored outside a permanent fully enclosed building or carport for a single-family dwelling unit, regardless of zone, and including recreational vehicles, boats and trailers in the total number of vehicles.

REVIEWED BY:  Finance Director, City Manager; City Attorney.
ORDINANCE NO. 10-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, RELATING TO OFF-STREET PARKING AMENDING COVINGTON MUNICIPAL CODE SECTION 18.50.110, BY AMENDING THE TOTAL NUMBER OF VEHICLES PARKED OR STORED OUTSIDE OF A PERMANENT FULLY ENCLOSED BUILDING OR CARPORT FOR A SINGLE-FAMILY DWELLING UNIT, REGARDLESS OF ZONE, AND INCLUDING RECREATIONAL VEHICLES, BOATS AND TRAILERS IN THE TOTAL NUMBER OF VEHICLES.

WHEREAS, Chapter 35A.63 of the Revised Code of Washington (RCW) empowers the City of Covington (the “City”) to enact planning and environmental regulations; and

WHEREAS, the proposed amendment will provide consistency for the maximum parking requirements for all single-family dwelling units regardless of zone in the City; and

WHEREAS, the proposed amendment changes the number of vehicles allowed to be parked or stored outside of a permanent fully enclosed building or carport on a single-family lot, regardless of zone by including recreational vehicles, boats, and trailers in the total allowance; and

WHEREAS, current city code provides maximum parking requirements only for the R-4 though R-8 residential zones in the city; and

WHEREAS, R-1, R-12, R-18 and MR residential zones do not have maximum parking requirements for single-family detached dwelling units; and

WHEREAS, on July 9, 2019, City Staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106; and

WHEREAS, environmental review was conducted pursuant to SEPA and a Determination of Nonsignificance was issued on July 12, 2019; and

WHEREAS, the Planning Commission conducted a properly noticed public hearing regarding these proposed changes on August 1, 2019, after which it rendered a recommendation for approval; and

WHEREAS, the City Council, upon review of the facts and findings and recommendations of the Covington Planning Commission, and after review and information provided by city staff finds that all applicable requirements have been met, that adoption of this ordinance promotes the public health, safety, and general welfare of the community, and 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. Covington Municipal Code 18.50.110, is hereby amended as hereby set forth in Exhibit A:

Section 2. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effective five (5) days from the passage and publication in accordance with law.

Passed by the City Council on the 10th day of September 2019.

Mayor Jeff Wagner

ATTESTED:  APPROVED AS TO FORM:

___________________________  _________________________
Sharon Scott, City Clerk      Kathy Hardy, City Attorney

PUBLISHED: September 13, 2019  EFFECTIVE: September 18, 2019
Exhibit A

18.50.110 Off-street parking plan design standards.

(1) Off-street parking areas shall not be located more than 600 feet from the building they are required to serve, unless approved by the Director, for all uses except those specified as follows; where an off-street parking area does not abut the building it serves, the required maximum distance shall be measured from the nearest building entrance that the parking area serves:

(a) For all single detached dwellings, the parking spaces shall be located on the same lot they are required to serve;

(b) For all other residential dwellings, at least a portion of parking areas shall be located within 150 feet from the building or building(s) they are required to serve;

(c) For all nonresidential uses permitted in residential zones, the parking spaces shall be located on the same lot they are required to serve and at least a portion of parking areas shall be located within 150 feet from the nearest building entrance they are required to serve;

(d) In designated activity, community business and neighborhood business centers, parking lots shall be located to the rear or sides of buildings. Relief from this subsection (1)(d) may be granted by the Director only if the applicant can demonstrate that there is no practical site design to meet this requirement. The Director may allow only the number of parking spaces that cannot be accommodated to the rear or sides of buildings to be located to the front of buildings;

(e) Parking lots shall be so arranged as to permit the internal circulation of vehicles between parking aisles without re-entering adjoining public streets;

(f) Parking for the disabled shall be provided in accordance with CMC 18.50.060; and

(g) In the MR and RCMU zones, off-street surface parking shall be separated from a street by a building except when:

(i) Parking is located adjacent to a building facade that is not oriented to a street frontage; or

(ii) Parking is located in the driveway of a single-family detached residence or townhouse; or

(iii) Parking is located in a park; or
(iv) Parking is located along up to 20 percent of the applicable street frontage and is screened by landscaping or other physical barrier, such as a berm, wall or sight-obscuring fence.

Off-Street Surface Parking (CMC 18.50.110(1)(g))

ACCEPTABLE
The minimum parking space and aisle dimensions for the most common parking angles are shown on the table in this subsection. For parking angles other than those shown on the chart, the minimum parking space and aisle dimensions shall be determined by the Director. Regardless of the parking angle, one-way aisles shall be at least 10 feet wide, and two-way aisles shall be at least 20 feet wide. If dead end aisles are used in the parking layout, they shall be constructed as two-way aisles. Parking plans for angle parking shall use space widths no less than eight feet six inches for a standard parking space design and eight feet for a compact car parking space design.

**Minimum Parking Stall and Aisle Dimensions***

<table>
<thead>
<tr>
<th>Angle</th>
<th>Stall Width</th>
<th>Curb Length</th>
<th>Stall Depth</th>
<th>Aisle Width 1-Way</th>
<th>2-Way</th>
<th>Unit Depth 1-Way</th>
<th>2-Way</th>
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* For compact stalls only.

** Variable with compact and standard combinations.
(3) Any parking spaces abutting a required landscaped area on the driver or passenger side of the vehicle shall provide an additional 18 inches above the minimum space width requirement to provide a place to step other than in the landscaped area. The additional width shall be separated from the adjacent parking space by a parking space division stripe.

(4) The parking space depth may be reduced if vehicles overhang a walkway or landscaping under the following conditions:
(a) Wheel stops or curbs are installed;

(b) The remaining walkway provides a minimum of 48 inches of unimpeded passageway for pedestrians;

(c) The amount of space depth reduction is limited to a maximum of 18 inches; and

(d) Landscaping is designed in accordance with CMC \textcolor{blue}{18.40.080}(5).

(5) Driveways providing ingress and egress between off-street parking areas and abutting streets shall be designed, located and constructed in accordance with the provisions of Chapter \textcolor{blue}{12.60} CMC, \textit{City of Covington Street Standards}. Driveways for single detached dwellings, no more than 20 feet in width, may cross required setbacks or landscaped areas to provide access between the off-street parking areas and the street, provided no more than 15 percent of the required landscaping or setback area is eliminated by the driveway. Joint use driveways may be located within required landscaping or setback areas. Driveways for all other developments may cross or be located within required setbacks or landscaped areas to provide access between the off-street parking areas and the street, if no more than 10 percent of the required landscaping is displaced by the driveway and the driveway is located no closer than five feet from any property line except where intersecting the street.

(6) Parking spaces required under this title shall be located as follows:

(a) For single detached dwelling units the required parking spaces shall be outside of any required setbacks or landscaping, but driveways crossing setbacks and required landscaping may be used for parking. However, if the driveway is a joint use driveway, no vehicle parked on the driveway shall obstruct any joint user’s access to the driveway or parking spaces;

(b) For all other developments parking spaces may be permitted by the Director in setback areas in accordance with an approved landscape plan; and

(c) For nonresidential uses in residential zones, parking is permitted in setback areas in accordance with CMC \textcolor{blue}{18.30.250}.

(7) Lighting shall be provided for safety of traffic and pedestrian circulation on the site. It shall be designed to minimize direct illumination of abutting properties and adjacent streets.

(8) Tandem or end-to-end parking is allowed in residential developments. Apartment or townhouse developments may have tandem parking areas for each dwelling unit but shall not combine parking for separate dwelling units in tandem parking areas.
(9) All vehicle parking and storage for single detached dwellings must be in a garage, carport or on an approved impervious surface, as defined in CMC 18.20.625. Any impervious surface used for vehicle parking or storage must have direct and unobstructed driveway access.

(10) **Per each single-family dwelling unit,** the total number of vehicles parked or stored outside of a permanent fully enclosed building or carport on a single-family lot, regardless of zone, in the R-4 through R-8 zones, excluding recreational vehicles and trailers, shall not exceed six vehicles on lots 12,500 square feet or less and eight vehicles on lots greater than 12,500 square feet, including recreational vehicles, boats and trailers. In no case shall vehicles, recreational vehicles, boats and trailers be parked between the single-family dwelling unit and the street unless located on approved impervious surface. For properties with a legally established accessory dwelling unit an additional vehicle is allowed.

(11) Vanpool or carpool parking areas shall meet the following minimum design standards:

   (a) A minimum vertical clearance of seven feet three inches shall be provided to accommodate van vehicles if designated vanpool or carpool parking spaces are located in a parking structure; and

   (b) A minimum turning radius of 26 feet four inches with a minimum turning diameter, curb to curb, of 52 feet five inches shall be provided from parking aisles to adjacent carpool or vanpool parking spaces.

(12) Direct access from the street right-of-way to off-street parking areas shall be subject to CMC 18.75.070.

(13) No dead end alley may provide access to more than eight off-street parking spaces. (Ord. 03-14 § 1; Ord. 01-14 § 1 (Exh. A); Ord. 10-10 § 3 (Exh. C); Ord. 42-02 § 2 (21A.18.110))
Attachment 2 - Public Comment
Kathryn Tift  
26232 173rd Ave SE  
Covington, WA 98042  
253-736-3059  

July 19th, 2019  
City of Covington  
Gina Estep, Community Development Director  
16720 SE 271st Street, Suite 100  
Covington, WA 98042  
publiccomment@covingtonwa.gov  

RE: Reference file no. SEPA19-07; LA19-0008  

City Council/Planning Commission –  

I am writing today because I am unable to attend the public hearing on Thursday, August 1st, 2019 at 6:30p for public comment on the proposed amendments to the Covington Municipal Code 18.50.110(10) which includes adding language to change the total number of vehicles parked or stored outside a building, regardless of zones for single family dwelling units, to four vehicles.  

I choose to live in a neighborhood that does not includes a homeowner’s association. A neighborhood I have resided in for many years, before Covington became a city, since 1977. One of the reasons I live in a neighborhood without this type of enforcement is because I feel I pay my county property taxes and can tend to my property as I see fit, not as a homeowner’s association might implement their own rules and regulations I may not agree with. The codes the City of Covington currently has works fine for us, and has.  

It causes me great concern the City of Covington is attempting to change the number of vehicles parked outside my house. For example, I currently share my home with my adult children. Many homes these days have multi-generational families living under one roof. This new amendment says now, we may only park four vehicles in our yard, what do we do with the other driver’s vehicles? Won’t this add to unnecessary street parking? And in our neighborhood, while my front yard accommodates these vehicles just fine, we would now be moving them into the street, which has no sidewalks and could block neighbors mail boxes or garbage pickup. How is this bettering the situation? Why are we wasting city money on reducing and enforcing the quantity of vehicles parked on PRIVATE property?  

Another question, what is the duration time of vehicles parked? For someone that does have teenage drivers or multigenerational houses, what happens when they have company? Out of
town guests that rent a car and stay for a week, or two, or a month? What is the duration of
time limit you can have only four vehicles parked on our private property?

If a citizen of Covington is not breaking one of the city/county public health and safety issues
regarding inoperable and/or unlicensed vehicles, there should be nothing further for the city to
enforce. There is already a system in place for citizens to report these complaints and the Code
Enforcement Officer to follow up. I again ask, why are we wasting city time and money on
attacking private citizens that pay their county taxes, chose to live in a neighborhood without a
homeowner’s association and might have unique situations at home requiring more than four
cars?

I ask the Planning Commission and the City Council to dismiss this amendment and continue on
with city business that grows Covington towards greatness.

Sincerely,

Kathryn Tift
Comments are below. Please add these to the official record.

Gina Estep  
Community Development Director  
Direct: 253-480-2441 | Main: 253-480-2400


From: Regan Bolli  
Sent: Sunday, July 21, 2019 2:21 PM  
To: Gina Estep <gestep@covingtonwa.gov>  
Subject: Fwd: proposed change to # of vehicles

FYI

Regan H. Bolli  
City Manager  
City of Covington  
16720 SE 271st Street, Suite 100  
Covington, WA 98042  
(253)-480-2400 ext 0  
www.covingtonwa.gov

Begin forwarded message:

From: Lish Rodriguez <lishrodriguez@live.com>  
Date: July 21, 2019 at 12:49:55 PM PDT  
To: "citycouncil@covingtonwa.gov" <citycouncil@covingtonwa.gov>  
Subject: Re: proposed change to # of vehicles

Hello,
I will not be able to attend the council meeting in which there will likely be continued discussion on the proposed change to move from 6 to 4 vehicles per dwelling unit.

I am opposed to this change. If the concern is related to an excessive number of vehicles or abandoned vehicles, I would ask that existing laws in place be more strictly enforced. Covington is growing at a very fast pace and I am concerned that there is not a strong enough infrastructure in place to support this sustained growth, which will only get worse with the proposed expansion of the Lakepointe development in the future.

I would ask that the council consider enforcing existing laws for those that choose not to follow them instead of imposing further restrictions on the majority of Covington residents.

Thank you,
Alisha Rodriguez

Sent from my Verizon, Samsung Galaxy smartphone
All this is certain Timberlane board members trying to impose their will on everyone. I understand the parking in the yard. But in some cases like my neighbor, they have 3 Teenagers that drive. Plus their cars. And the garage is the living room. So you think you have the right to make them sell there car! This is all an agenda to make everyone in Timberlane get rid of their campers and their boats. Because we've been watching them try to do it here for years.

Sent from my iPhone
This has been forwarded as public comment to Sharon. This is just fyi.

Thanks,
Kelly

From: Kelly Thompson
Sent: Thursday, August 15, 2019 1:19 PM
To: Katie Pratt <katiepratt77@gmail.com>
Subject: RE: Code Amendment CMC 18.50.110 Parking Regulations Public Hearing

Katie,

Thank you for submitting your comments. I will make sure this becomes part of the record for the public hearing.

The City Council does not respond to individual comments, rather, takes the comments into consideration when rendering a decision.

That being said, I would like to offer a couple of comments:

The Planning Commission forwarded their recommendation to the City Council to continue to allow 6 vehicles (this was a change from 4 in the original proposal). In the proposed amendment/recommendation to City Council this number does not count against anything parked in a garage or carport. The total number of vehicles includes recreational vehicles.

In the current municipal code, the parking regulations apply in specifically named residential zones. This is the result of adopting King County codes when the city incorporated. Over the years, the city has added additional residential zones while not amending this particular section of the code to reflect each of the residential zones. The proposed amendment had been changed to apply to all residential properties regardless of zone.

We genuinely appreciate it when citizens take the time to voice their concerns. Thank you for taking the interest and time to provide yours.

If I can answer any questions, or be of further assistance, please don’t hesitate to reach me.

Sincerely,

Kelly Thompson
Permit Center Manager
From: Katie Pratt <katiepratt77@gmail.com>
Sent: Thursday, August 15, 2019 12:54 PM
To: Kelly Thompson <kthompson@covingtonwa.gov>
Cc: Ian Williams <iwilliams@covingtonwa.gov>; Sharon Scott <sscott@covingtonwa.gov>
Subject: Re: Code Amendment CMC 18.50.110 Parking Regulations Public Hearing

Thank you for the clarification. Yes, I would like to submit my written comment as I am unable to attend the meeting due to my work schedule.

Thanks again.

On Thu, Aug 15, 2019 at 10:24 AM Kelly Thompson <kthompson@covingtonwa.gov> wrote:

Hi Katie,

I staff the Planning Commission meeting and wanted to offer a little clarification.

The proposed amendment to the parking regulations for residential properties has not been approved at this time. The Planning Commission is an advisory board that makes recommendations to City Council. The Planning Commission forwarded their recommendation to approve the proposed amendment and requesting a second public hearing be held prior to approval of the Ordinance.
The City Council public hearing will be held on September 10th during the regularly scheduled City Council meeting. If you would like to submit written comments, you may do so to me or to the City Clerk, Sharon Scott who I have copied on this email. You are also welcome to attend the meeting and provide testimony in person if you desire.

I believe Ian forwarded you the Planning Commission packet for their meeting for this evening. The parking regulations are not on the agenda before the Planning Commission tonight. However, the draft minutes from the Planning Commission meeting where the parking regulations were discussed are a part of the packet.

Feel free to contact me with any additional questions.

Sincerely,

Kelly Thompson
Permit Center Manager
City of Covington
16720 SE 271st St Ste 100
Covington, WA 98042
Direct: 253.480.2447
Main: 253.480.2400
Fax: 253.480.2401
kthompson@covingtonwa.gov

From: Ian Williams <iwilliams@covingtonwa.gov>
Sent: Thursday, August 15, 2019 9:45 AM
To: Katie Pratt <katiepratt77@gmail.com>
Cc: Kelly Thompson <kthompson@covingtonwa.gov>
Subject: RE: Code Amendment CMC 18.50.110 Parking Regulations Public Hearing

Katie,

Thank you for the email. Your letter is part of the record. The regulations were passed but with some modifications. One of the recommendations was for Council to have a public hearing before deciding. Please see the attached agenda for tonight’s planning commission meeting.

Let us know if you have questions
Thank you

Ian Williams
 Permit/Planning Technician
 Direct: 253-480-2453
 Email: iwilliams@covingtonwa.gov

Citizens Connect: Apply for permits, search permits, make payments, upload documents, and schedule inspections.

Community Development Hours: Monday – Thursday, 8AM - 4PM (Department is closed Fridays, weekends & holidays)

Appointments are required to assure staff availability. Please email me or PermitServices@covingtonwa.gov to schedule an appointment. Walk-ins will be assisted on a staff-available basis.

From: Katie Pratt <katiepratt77@gmail.com>
Sent: Thursday, August 15, 2019 9:29 AM
To: Ian Williams <iwilliams@covingtonwa.gov>
Subject: Re: Code Amendment CMC 18.50.110 Parking Regulations Public Hearing

Am I understanding this correctly? The planning commission passed the parking Amendment and it’s now being presented to the City Council? Do I need to resubmit my letter or will it be given to the Council?

Thanks

On Thu, Aug 15, 2019 at 9:21 AM Ian Williams <iwilliams@covingtonwa.gov> wrote:

Good morning,

You are receiving this email because you are a party of record for this development project. I have attached a Notice of Public Hearing for Parking Regulations, file no. LA19-0008 for your records. Please note this is your official copy. This notice and associated documents are also available via the City’s online permit system, Citizens Connect: https://permits.covingtonwa.gov/citizen. Search by permit number (LA19-0008).
Thank you!

Ian Williams
Permit/Planning Technician
Direct: 253-480-2453
Email: iwilliams@covingtonwa.gov

Citizens Connect: Apply for permits, search permits, make payments, upload documents, and schedule inspections.

Community Development Hours: Monday – Thursday, 8AM - 4PM (Department is closed Fridays, weekends & holidays)

Appointments are required to assure staff availability. Please email me or PermitServices@covingtonwa.gov to schedule an appointment. Walk-ins will be assisted on a staff-available basis.

[City of Covington logo]
Kathryn Tift  
26232 173rd Ave SE  
Covington, WA 98042  
253-736-3059

August 15th, 2019

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

RE: Reference file no. SEPA19-07; LA19-0008

City Council/Planning Commission –

I am writing today because I am unable to attend the public hearing on Tuesday, September 10th, 2019 at 7:00p for public comment on the proposed amendments to the Covington Municipal Code 18.50.110(10) which includes adding language to change the total number of vehicles parked or stored outside a building, regardless of zones for single family dwelling units, to four vehicles.

I choose to live in a neighborhood that does not includes a homeowner’s association. A neighborhood I have resided in for many years, before Covington became a city, since 1977. One of the reasons I live in a neighborhood without this type of enforcement is because I feel I pay my county property taxes and can tend to my property as I see fit, not as a homeowner’s association might implement their own rules and regulations I may not agree with. The codes the City of Covington currently has works fine for us, and has.

It causes me great concern the City of Covington is attempting to change the number of vehicles parked outside my house. For example, I currently share my home with my adult children. Many homes these days have multi-generational families living under one roof. This new amendment says now, we may only park four vehicles in our yard, what do we do with the other driver’s vehicles? Won’t this add to unnecessary street parking? And in our neighborhood, while my front yard accommodates these vehicles just fine, we would now be moving them into the street, which has no sidewalks and could block neighbors mail boxes or garbage pickup. How is this bettering the situation? Why are we wasting city money on reducing and enforcing the quantity of vehicles parked on PRIVATE property?

Another question, what is the duration time of vehicles parked? For someone that does have teenage drivers or multigenerational houses, what happens when they have company? Out of town guests that rent a car and stay for a week, or two, or a month? What is the duration of time limit you can have only four vehicles parked on our private property?
What about a citizen running a business out of their home? Say a contractor with work vehicles? Is any of this taken into consideration?

If a citizen of Covington is not breaking one of the city/county public health and safety issues regarding inoperable and/or unlicensed vehicles, there should be nothing further for the city to enforce. There is already a system in place for citizens to report these complaints and the Code Enforcement Officer to follow up. I again ask, why are we wasting city time and money on attacking private citizens that pay their county taxes, chose to live in a neighborhood without a homeowner’s association and might have unique situations at home requiring more than four cars?

I ask the Planning Commission and the City Council to dismiss this amendment and continue on with city business that grows Covington towards greatness.

Sincerely,

Kathryn Tift
SUBJECT: CONSIDER APPOINTMENT TO OPENING ON THE PLANNING COMMISSION

RECOMMENDED BY: Gina Estep, Community Development Director

ATTACHMENTS: See Interview Schedule and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
One application was received for one opening on the Planning Commission. Council interviewed that applicant on September 10, 2019.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides</th>
<th>Attendance Last 12 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Culumber</td>
<td>Covington</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

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

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

Councilmember ______________ moves, Councilmember ______________ seconds, to appoint ______________ to fill an open position on the Planning Commission for an applicant residing inside Covington city limits with a term expiring August 31, 2023.

REVIEWED BY: City Manager
Community Development Director
SUBJECT:  APPROVAL OF AN ORDINANCE TO AMEND THE COVINGTON MUNICIPAL CODE 14.35 RELATED TO PREAPPLICATION CONFERENCE.

RECOMMENDED BY:  Covington Planning Commission

ATTACHMENT(S):
1. Ordinance No. 11-2019
   a. Amended CMC 14.35 Preapplication conference

PREPARED BY:   Ian Williams, Permit and Planning Technician
                Kelly Thompson, Permit Center Manager

EXPLANATION:
On August 1, 2019 the Covington Planning Commission held a properly noticed public hearing on the proposed code amendments to amend the Covington Municipal Code (CMC) Chapter 14.35 Preapplication Conference.

The purpose of these proposed amendment is as follows;
1. The proposed amendments to CMC Title 14 will allow staff additional time and flexibility when scheduling a preapplication conference.
2. A preapplication conference is valid for 180 days from the time the meeting is held. The proposed code amendment authorizes the Community Development Director authority to grant an extension which allows the developer greater flexibility when submitting a site development application.

No written comments on the proposed amendments were submitted to the City and no public testimony was provided at the Planning Commission’s public hearing. After deliberating the Planning Commission voted to recommend that the City Council approve the proposed amendments to the Covington Municipal Code (CMC) Title 14.35.

See Attachment 1, Exhibit A for the full text of CMC Chapter 14.35.

Legal Notice
Legal notice of the Planning Commission’s public hearing on these proposed amendments was published July 12, 2019 in the Covington Reporter as well as posted on the city’s website and at City Hall on July 11, 2019.

Planning Commission Review
The Planning Commission held their required public hearing on the proposal to include a new CMC Chapter 14.35 related to Preapplication Conference on August 1, 2019 and voted to recommend that the City Council approve the amendments as provided for in Exhibit A of the attached Ordinance.
**CMC 14.27.040 Decision criteria.**
The 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;*

   Staff Findings: Yes, the proposed code amendments are expected to comply with the Growth Management Act of Washington State and goals and policies of the City’s Comprehensive Plan including but not limited to Economic Development Policy – 15 “Maintain development regulations that are predictable and balance the public costs with public benefits as well as assure competitiveness with other Puget Sound jurisdictions.”

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;*

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

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

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

4. *The proposed zoning is consistent and compatible with the uses and zoning of surrounding property;*

   Staff 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;*

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

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

   Staff Findings: Yes, this is the first request for these amendments.

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

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

**ALTERNATIVES:**
1. Recommend amendments to the proposed ordinance.
2. Return the issue to city staff for further study and analysis.

**FISCAL IMPACT:**
Staff time to respond to inquiries and administer and enforce the new regulations.
CITY COUNCIL ACTION:  ___X___Ordinance ___Resolution ___Motion ___Other

Council member ____________ moves, Council member _________________ seconds, to adopt an Ordinance amending Title 14 of the Covington Municipal Code, Chapter 14.35 Preapplication Conference.

REVIEWED BY:  Finance Director, City Manager; City Attorney.
ORDINANCE NO. 11-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING COVINGTON MUNICIPAL CODE (“CMC”) SECTION 14.35.010 PREAPPLICATION CONFERENCE.

WHEREAS, Chapter 35A.63 of the Revised Code of Washington (RCW) empowers the City of Covington (the “City”) to enact planning and environmental regulations; and

WHEREAS, the amendments to CMC 14.35.010 Preapplication Conference will provide regulations, including authority to grant extensions related to Preapplication conferences in the City; and

WHEREAS, on July 10, 2019, City Staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission conducted a properly noticed public hearing regarding these proposed changes on August 1, 2019, after which it rendered a recommendation for approval; and

WHEREAS, the City Council, upon review of the facts and findings and recommendations of the Covington Planning Commission, and after review of information provided by City staff find that all applicable and substantive requirements of the law have been met, that adoption of this ordinance promotes the public health, safety, and general welfare of the community and 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. Covington Municipal Code Section 14.35.010 Preapplication Conference is hereby amended as set forth in the attached Exhibit A, incorporated herein by this reference.

Section 2. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.
Section 4. Effective Date. This ordinance shall be in full force and effect five (5) days from passage and publication in accordance with law.

Passed by the City Council on the 10th day of September 2019.

_______________________
Mayor Jeff Wagner

ATTESTED:      PUBLISHED:  September 13, 2019
___________________________
EFFECTIVE:   September 18, 2019
Sharon Scott, City Clerk

APPROVED AS TO FORM:

___________________________
Kathy Hardy, City Attorney
Attachment 1- Exhibit A

Chapter 14.35
PERMIT APPLICATION PROCEDURES

Sections:

14.35.010 Preapplication conference.

14.35.010 Preapplication conference.

(1) Prior to filing a permit application for a Type 2, Type 3 or Type 4 decision, the applicant shall contact the Department to schedule a preapplication conference, which shall be held prior to the applicant filing the application.

(2) The purpose of the preapplication conference is to review and discuss the application requirements with the applicant and provide comments on the development proposal. The preapplication conference shall be scheduled by the Department, upon the request of an applicant, and shall be held in a timely manner, within 30-45 days from the date of the applicant’s request. Nothing in this section shall be interpreted to require more than one preapplication conference or to prohibit the applicant from filing an application if the Department is unable to schedule a preapplication conference within 30-45 days following the applicant’s request.

(3) The Director shall establish procedures, reasonable schedules, and staff participation for preapplication conferences.

(4) An applicant wishing to submit a permit application more than 180 days following a preapplication for the same permit application shall be required to schedule another preapplication conference. If a fully complete land use application has not been submitted within 180 days from the date of the preapplication meeting, a new meeting must be held or an extension request must be granted before the land use application will be accepted. Requests for extension must be submitted in writing detailing the justification for the request along with the extension fee. Extension requests will be granted at the discretion of the Community Development Director.

(5) The discussions at the conference shall not bind or prohibit the City’s future application or enforcement of all applicable law since it is impractical for a preapplication conference to be an exhaustive review of all potential issues. (Ord. 02-09 § 3)
DISCUSSION OF FUTURE AGENDA ITEMS:

6:40 p.m., Tuesday, September 24, 2019 Special Meeting
Interview for CEDC

7:00 p.m., Tuesday, September 24, 2019 Regular Meeting

(Draft Agenda Attached)
Tuesday, September 24, 2019
City Council Chambers
7:00 p.m.
16720 SE 271st Street, Suite 100, Covington

Council will interview an applicant for Covington Economic Development Council at 6:40 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

• Safe Schools Week Proclamation – Week of October 20, 2019
• Fire Prevention Week Proclamation – Week of October 6, 2019
• Domestic Violence Awareness Month Proclamation – October 2019 (Bonnie Wells)

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: September 10, 2019 Special & Regular Meetings (Scott)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Execute Updated Agreement with South Correctional Entity for Inmate Housing (Parker)

REPORTS OF COMMISSIONS

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

PUBLIC HEARING
1. Receive Public Comment Regarding Kent School District’s Six Year Capital Facilities Plan and School Impact Fees (Estep)
NEW BUSINESS
2. 2019 Second 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).