CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION — NONE

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

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. Vouchers (Hendrickson)

C-2. Approve 2018-2024 Human Services Master Plan (Johnston)

C-3. Authorize City Manager to Execute Amendment to Agreement with ECONorthwest for Financial/ Economic Consultant Services (Hendrickson)

C-4. Pass Resolution to Authorize City Manager to Execute an Agreement with Kara Murphy Richards for Prosecution Services (Scott)

C-5. Pass Resolution to Approve Final Plat of Cedar Creek Park and Major Tree Clearing Permit for Recording (Lyons)

C-6. Authorize the City Manager to Execute Supplement Number 1 with DCI Engineers for Additional Real Estate Services and Local Agency Agreement Supplement Number 6 with Washington State Department of Transportation for SR 516: Jenkins Creek to 185th Place SE (CIP 1127) Project (Lindskov)

REPORTS OF COMMISSIONS

- Economic Development Council Chair Josh Lyons
- Parks & Recreation Chair Laura Morrissey
- Planning Chair David Caudle
- Youth Council Member
- Human Services Chair Leslie Hamada
- Arts Chair Ed White
PUBLIC HEARING

1. To Receive Public Testimony on Proposed FY2019 Operating & Capital Budget (Hendrickson)
2. To Receive Public Testimony and Consider Ordinance Amending the 2015-2035 Comprehensive Plan (Mueller)

NEW BUSINESS

3. Consider Appointment to Human Services Commission (Council)
4. Present Arts Commission Recommendation for Vinyl Wraps (Patterson)
5. Consider Ordinance Setting 2018 Property Tax Levy for Collection in 2019 (Hendrickson)
6. Consider Ordinance Authorizing a Property Tax Increase in Terms of Both Dollars and Percentages to be Collected in the 2019 Tax Year (Hendrickson)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).
Consent Agenda Item C-1
Covington City Council Meeting
Date: November 27, 2018

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers: Vouchers #38271 - #38327, including ACH payments in the amount of $1,033,294.70, dated November 9, 2018; and Paylocity Payroll Vouchers #1009507078 - #1009507088 inclusive, plus employee direct deposits and wire transfers, in the amount of $220,268.04, dated November 16, 2018.

PREPARED BY: Casey Parker, Senior Accountant

CITY COUNCIL ACTION: ______ Ordinance ______ Resolution ______ Motion ________ Other

Councilmember ________ moves, Councilmember ________ seconds, to approve for payment Vouchers: Vouchers #38271 - #38327, including ACH payments in the amount of $1,033,294.70, dated November 9, 2018; and Paylocity Payroll Vouchers #1009507078 - #1009507088 inclusive, plus employee direct deposits and wire transfers, in the amount of $220,268.04, dated November 16, 2018.
SUBJECT:  APPROVE  2018 – 2024 HUMAN SERVICES MASTER PLAN

RECOMMENDED BY:  Human Services Commission

ATTACHMENT(S):

1. Final 2018-2024 City of Covington Human Services Master Plan

PREPARED BY:  Julie Johnston, Personnel & Human Services Planner

EXPLANATION:
The Human Services Commission has updated the previously written Human Services Master Plan. The updated Master Plan spans the duration from 2018-2024. There is an overlap in the previous Master Plan and the updated Master Plan because the goals written within the updated Master Plan apply to this current year, 2018. The intention of this document for the City of Covington is to serve as funding guidance and an explanation of the human services needs within Covington. A summary of significant changes made to the previously adopted edition include:

* A format and layout change
* Updated data and funding history
* An updated mission statement
* Updated short-term and long-term goals

On August 28, a draft Human Services Master Plan was given to council for first review. Attached you will find the second review now that the Commission has made changes per Councils requests.

Attached is the final plan for Council consideration.

ALTERNATIVES:

1. To direct the commission to discontinue their efforts to finalize the Human Services Master Plan.

FISCAL IMPACT:  None

CITY COUNCIL ACTION:  _____Ordinance _____Resolutions  X  Motion  ___Other

Councilmember ___________ moves, and Councilmember ____________ seconds, to approve the 2018-2024 Human Services Master Plan.

REVIEWED BY:  Personnel Manager; City Manager, City Attorney, Finance Director
Human Services Commission

Leslie Hamada, Chair
Dawn Allen, Vice Chair
Lydia Faitalia
Jacquelyn Ball
Debbie Jacobson

Lead Staff

Julie Johnston, Personnel & Human Services Planner

City Council

Jeff Wagner, Mayor
Sean Smith, Mayor Pro Tem
Marlla Mhoon, Councilmember
Margaret Harto, Councilmember
Joseph Cimaomo, Councilmember
Fran McGregor Hollums, Councilmember
Paul Selland, Councilmember

City of Covington Staff

Regan Bolli, City Manager
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Introduction

An Overview of the Human Services Commission
The Human Services Commission is comprised of seven Commissioners, two of which are youth (ages 14-18) and one City Staff liaison. Commissioners serve on a volunteer basis. The Human Services Commission makes funding decisions regarding the dollars allocated by the City of Covington for Human Services Agencies. The agencies funded by the Human Services Commission serve as a resource for Covington citizens in regard to a wide variety of issues including homelessness, food scarcity, drug addiction assistance, and other issues.

Mission Statement
The Covington Human Services Commission exists to assess the basic needs and provide essential support to the local population through the distribution of funding and creation of programming in order to promote equity.

The Human Services Master Plan
The Human Services Master Plan serves as a guide to how dollars are allocated to agencies who apply for funding through the funding cycle every two years. It also serves as a tool to assist in planning events or to help provide resources for Covington residents.

Organization of the Master Plan
The Human Services Master plan has a logical and purposeful layout. As stated previously, the Master Plan is a tool to assist with dollar allocation; therefore, it is important to present the data first. We have divided the data into different categories which capture elements of the population we serve. This allows the Human Services Commission to have a baseline to operate from, as well as to make informed funding decisions and goal setting. The Human Services Master Plan will help ensure we are leveraging service opportunities and scarce resources in attempting to meet the needs of our residents today and in the foreseeable future.
History of City Support for Human Services

Since its incorporation in 1997, the City of Covington has supported a wide-range of human services through partnerships with human services agencies, neighboring South King County cities and other service providers such as the Kent School District and the King County/Seattle Public Health Department. In 1998, the City Council established the Human Services Commission (known as the Youth & Family Services Commission until 2010) to oversee the development of the city’s human services program.

Since establishing the Human Services Grant Program, the city has provided $948,414.00 in human services grants from city general funds through contracts with local service providers. In addition, the city funds human services through the federal Community Development Block Grant (CDBG) program. CDBG funds are used for capital projects, public services, and the Housing Repair Programs, providing no-interest loans or grants for low to moderate-income families. Capital funds were awarded to Maple Valley Food Bank to rehabilitate their facility and service space and the city has received an annual grant to conduct the Covington Minor Home Repair Program for the past several years.

In regard to data collection, a community human service needs assessment was conducted in 2004 by Northwest Institute for Children and Families from the University of Washington. The results of the assessment were compiled in the Covington Assessment of Resources for Everyone or C.A.R.E. report. The assessment in 2004 included a survey to residents, focus groups held with adults and youth who live in Covington, on-line surveys to middle and high school students, and interviews with directors of human service agencies serving Covington residents. Collecting up-to-date statistics and demographics from the 2010 census data was also very critical in identifying diverse populations and their needs. In addition, data was collected from Public Health Communities Count and the Kent School District. Most recently, data was collected from the 2011-2015 American Community Survey.

In the original Human Services Master Plan (2012-2018), the Human Services Commission identified four issues as priorities: 1) access to services for basic needs and safety; 2) affordable housing/homelessness; 3) access to affordable health, dental, and mental health care; and 4) employment and transportation. The current Human Services Commission has taken this information, as well as more recent information, into account and has formulated new goals which now serve as the basis for decision making in regard to allocation of funds.
### Funding History from Federal and County Sources

<table>
<thead>
<tr>
<th>Year</th>
<th>General Funds</th>
<th>CDBG Consortium</th>
<th>CDBG Grant</th>
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<tbody>
<tr>
<td></td>
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<td>Admin</td>
<td>Public Service</td>
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<tr>
<td>1998</td>
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<td>1999</td>
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<td>2003</td>
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<td>2004</td>
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<td>$10,136</td>
<td>$13,320</td>
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<td>2005</td>
<td>$87,700</td>
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<td>2007</td>
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<td>2008</td>
<td>$92,600</td>
<td>0</td>
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<td>$105,000</td>
<td>0</td>
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<td>2010</td>
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<td>2014</td>
<td>$105,000</td>
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<td>2015</td>
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<td>2016</td>
<td>$126,551</td>
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<td></td>
</tr>
<tr>
<td>2017</td>
<td>$136,500</td>
<td>0</td>
<td></td>
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</table>
## 2017-2018 Funding Cycle Allocations

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
<th>Program Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANEW - Women’s Employment</td>
<td>$3,585</td>
<td>Education and Employment</td>
</tr>
<tr>
<td>Nexus</td>
<td>$5,000</td>
<td>Homeless Youth</td>
</tr>
<tr>
<td>Catholic Community Services - Emergency Assistance</td>
<td>$9,350</td>
<td>Basic Needs</td>
</tr>
<tr>
<td>Catholic Community Services - Volunteer Chore Services</td>
<td>$4,000</td>
<td>Senior and Disabled Assistance</td>
</tr>
<tr>
<td>Childcare Resources and Referral</td>
<td>$3,115</td>
<td>Resources for children</td>
</tr>
<tr>
<td>Children’s Therapy Center</td>
<td>$10,800</td>
<td>Child Therapy</td>
</tr>
<tr>
<td>Communities in Schools/Kent</td>
<td>$5,000</td>
<td>Child Mentoring</td>
</tr>
<tr>
<td>Crisis Clinic - Telephone Services</td>
<td>$3,500</td>
<td>Crisis Assistance</td>
</tr>
<tr>
<td>Crisis Clinic - Telephone Services</td>
<td>$5,000</td>
<td>Human Services Assistance, General</td>
</tr>
<tr>
<td>Crisis Clinic - Teen Link</td>
<td>$2,700</td>
<td>Youth Assistance</td>
</tr>
<tr>
<td>Dawn - DV Advocacy -</td>
<td>$2,000</td>
<td>Domestic Violence</td>
</tr>
<tr>
<td>Dawn – Prevention</td>
<td>$1,000</td>
<td>Domestic Violence</td>
</tr>
<tr>
<td>Dawn - Shelter</td>
<td>$6,000</td>
<td>Domestic Violence</td>
</tr>
<tr>
<td>Health Point, Dental</td>
<td>$5,000</td>
<td>Health Care</td>
</tr>
<tr>
<td>Health Point, Medical</td>
<td>$5,000</td>
<td>Health Care</td>
</tr>
<tr>
<td>Kent Youth and Family - Clinical Services</td>
<td>$12,000</td>
<td>Mental Health and Case Management</td>
</tr>
<tr>
<td>Kent Youth and Family - Head Start and ECEAP</td>
<td>$5,000</td>
<td>Youth Assistance</td>
</tr>
<tr>
<td>KC Sexual Assault Center</td>
<td>$5,362</td>
<td>Domestic Violence</td>
</tr>
<tr>
<td>Maple Valley Food Bank and Emergency Services</td>
<td>$15,000</td>
<td>Basic Needs</td>
</tr>
<tr>
<td>Pediatric Interim Care Center</td>
<td>$4,000</td>
<td>Crisis Assistance</td>
</tr>
<tr>
<td>The Storehouse</td>
<td>$10,000</td>
<td>Basic Needs</td>
</tr>
<tr>
<td>Sound Generations - Meals on Wheels</td>
<td>$2,000</td>
<td>Senior and Disabled Assistance</td>
</tr>
<tr>
<td>South King Council of HS - Capacity Building</td>
<td>$2,000</td>
<td>Support for HS</td>
</tr>
<tr>
<td>WA Poison Control</td>
<td>$2,088</td>
<td>Health Care</td>
</tr>
<tr>
<td>YMCA - DV Victim Services</td>
<td>$8,000</td>
<td>Domestic Violence</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$136,500</strong></td>
<td></td>
</tr>
</tbody>
</table>
Human Services Data

General Population Data

Covington Population

Due to the rapid development of single-family homes in 2003 and 2004, the population had a significant increase since 2000 as reflected in Table 1. Covington’s population is quickly increasing. The population data from Washington State Office of Financial Management is below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>13,783</td>
</tr>
<tr>
<td>2001</td>
<td>13,840</td>
</tr>
<tr>
<td>2002</td>
<td>14,395</td>
</tr>
<tr>
<td>2003</td>
<td>14,850</td>
</tr>
<tr>
<td>2004</td>
<td>15,190</td>
</tr>
<tr>
<td>2005</td>
<td>16,610</td>
</tr>
<tr>
<td>2006</td>
<td>17,240</td>
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<td>2007</td>
<td>17,190</td>
</tr>
<tr>
<td>2008</td>
<td>17,360</td>
</tr>
<tr>
<td>2009</td>
<td>17,530</td>
</tr>
<tr>
<td>2010</td>
<td>17,575</td>
</tr>
<tr>
<td>2011</td>
<td>17,640</td>
</tr>
<tr>
<td>2012</td>
<td>17,760</td>
</tr>
<tr>
<td>2013</td>
<td>18,100</td>
</tr>
<tr>
<td>2014</td>
<td>18,480</td>
</tr>
<tr>
<td>2015</td>
<td>18,520</td>
</tr>
<tr>
<td>2016</td>
<td>18,750</td>
</tr>
<tr>
<td>2017</td>
<td>19,850</td>
</tr>
<tr>
<td>2018</td>
<td>20,080</td>
</tr>
</tbody>
</table>
**Age Distribution**

Covington is similar to other King County municipalities with relation to age; Covington has 33.8% of the population under 24 years of age, which compares to 24% in King County. The number of Covington residents over the age of 60 is 13.9%, while in King County it’s 18%. The median age of people living in Covington is 35.4 (in 2010 the median age was 34.7) with falls in line with the median age range in King County. See below for the breakdown of percentages of the different age ranges within King County.

*Age Distribution of People in Covington 2012-2016*

![Age Distribution Chart]

Source: American Community Survey, 2011-2015
Types of Households
In 2010 there were 5,817 occupied housing units in Covington as compared to 6,232 occupied housing units in 2015. The average family size was 3.3 people in 2010 and in 3.36 in 2015. The chart below includes both married-couple families and other types of families. Please note the difference between the Covington married-couple families and the King County married-couple families.
Race & Ethnicity Data

Race & Ethnicity of Covington Residents
Table 2 shows the changes in racial demographics over the last 10 years. Although there was a 1.9% decrease in King County residents from minority groups (non-White ethnic groups) between 2010 and 2015, there have been an increase in Covington residents from minority groups within the last ten years. There is some speculation that it will increase even more because of the rising rent prices in Seattle.

<table>
<thead>
<tr>
<th>Ethnicity</th>
<th>Covington 2005</th>
<th>Covington 2010</th>
<th>Covington 2015</th>
<th>King County 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>82.8</td>
<td>76.1</td>
<td>78</td>
<td>68.1</td>
</tr>
<tr>
<td>Black or African American</td>
<td>4.3</td>
<td>4.2</td>
<td>6.2</td>
<td>6.2</td>
</tr>
<tr>
<td>American or Alaskan Indian</td>
<td>0.3</td>
<td>0.8</td>
<td>0</td>
<td>0.7</td>
</tr>
<tr>
<td>Native Hawaiian/Pacific Is.</td>
<td>0.2</td>
<td>0.6</td>
<td>0.3</td>
<td>0.8</td>
</tr>
<tr>
<td>Asian</td>
<td>6.7</td>
<td>8.5</td>
<td>9</td>
<td>15.6</td>
</tr>
<tr>
<td>Two or more races</td>
<td>4.5</td>
<td>5.8</td>
<td>5.7</td>
<td>5.8</td>
</tr>
<tr>
<td>Hispanic or Latino*</td>
<td>7.7</td>
<td>9.3</td>
<td>8.6</td>
<td>9.3</td>
</tr>
</tbody>
</table>

*Individuals may be of Hispanic origin and of any race. Please note the US Census Bureau separated out Hispanic/Latino in a different category, thus the columns will not equal 100%.

Source: U.S. Census Bureau, 2010, Data for 2015 and King County, American Community Survey 2011-2015
Race & Ethnicity of Youth in Covington Schools

We also need to review the racial demographics within our local K-12 schools to paint a clear picture of the racial and cultural makeup of our town. The youth in our Covington K-12 schools are affected by the Human Services offered even if some are not directly Covington residents. Table 3 shows the ethnicity breakdown in 2016 from the public schools that reside in Covington.

In a review of Table 3, it is apparent that our city is more diverse than the 2015 Census on p. 10 revealed. About 45% of our city’s youth is from minority groups based on the data from the local K-12 schools.

<table>
<thead>
<tr>
<th>School</th>
<th>Hispanic/Latino of any race(s)</th>
<th>American Indian/Alaskan Native</th>
<th>Asian</th>
<th>Black / African American</th>
<th>Native Hawaiian/Other Pacific Islander</th>
<th>White</th>
<th>Two or More Races</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cedar Valley Elementary School</td>
<td>29.9</td>
<td>0.8</td>
<td>4.3</td>
<td>3.9</td>
<td>0.0</td>
<td>52.4</td>
<td>8.7</td>
</tr>
<tr>
<td>Crestwood Elementary School</td>
<td>17.1</td>
<td>0.4</td>
<td>5.8</td>
<td>3.5</td>
<td>0.2</td>
<td>63.7</td>
<td>9.3</td>
</tr>
<tr>
<td>Covington Elementary School</td>
<td>23.8</td>
<td>0.7</td>
<td>13.0</td>
<td>7.8</td>
<td>0.0</td>
<td>45.9</td>
<td>8.7</td>
</tr>
<tr>
<td>Jenkins Creek Elementary School</td>
<td>20.0</td>
<td>1.2</td>
<td>7.7</td>
<td>6.3</td>
<td>1.4</td>
<td>52.3</td>
<td>11.0</td>
</tr>
<tr>
<td>Cedar Heights Middle School</td>
<td>17.2</td>
<td>0.9</td>
<td>7.8</td>
<td>8.7</td>
<td>2.0</td>
<td>54.6</td>
<td>8.7</td>
</tr>
<tr>
<td>Mattson Middle School</td>
<td>18.0</td>
<td>0.8</td>
<td>13.7</td>
<td>5.7</td>
<td>1.4</td>
<td>50.6</td>
<td>9.8</td>
</tr>
<tr>
<td>Kentwood High School</td>
<td>18.1</td>
<td>0.8</td>
<td>22.7</td>
<td>9.3</td>
<td>2.4</td>
<td>39.2</td>
<td>7.6</td>
</tr>
<tr>
<td>Kentlake High School</td>
<td>16.7</td>
<td>0.7</td>
<td>8.3</td>
<td>7.6</td>
<td>1.9</td>
<td>56.7</td>
<td>8.6</td>
</tr>
<tr>
<td>Averages</td>
<td>20.1</td>
<td>0.8</td>
<td>10.4</td>
<td>6.6</td>
<td>1.1</td>
<td>51.9</td>
<td>9.0</td>
</tr>
</tbody>
</table>

Source: OSPI Washington State Report Card, 2017
Basic Needs Data

Economic Characteristics of Covington Residents
The economic characteristics of Covington, according to the American Community Survey 5-year estimates from 2006-2010 and 2011-2015, provide valuable employment and income data. This data is important in order to assess affordable housing, transportation, and basic needs of Covington residents.

Table 4. Income (in 2010 inflation-adjusted dollars)

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Households</td>
<td>5,396</td>
<td>4,739</td>
</tr>
<tr>
<td>Less than $ 10,000</td>
<td>1.2</td>
<td>3.8</td>
</tr>
<tr>
<td>$ 10,000 to $ 14,999</td>
<td>1.1</td>
<td>1.6</td>
</tr>
<tr>
<td>$ 15,000 to $ 24,999</td>
<td>2.7</td>
<td>2.7</td>
</tr>
<tr>
<td>$ 25,000 to $ 34,999</td>
<td>4.7</td>
<td>3.1</td>
</tr>
<tr>
<td>$ 35,000 to $ 49,999</td>
<td>11.7</td>
<td>5.6</td>
</tr>
<tr>
<td>$ 50,000 to $ 74,999</td>
<td>21.7</td>
<td>19.4</td>
</tr>
<tr>
<td>$ 75,000 to $ 99,999</td>
<td>19.8</td>
<td>18.3</td>
</tr>
<tr>
<td>$100,000 to $149,999</td>
<td>22.3</td>
<td>28.3</td>
</tr>
<tr>
<td>$150,000 to $199,999</td>
<td>9.9</td>
<td>9.9</td>
</tr>
<tr>
<td>$200,000 or more</td>
<td>4.8</td>
<td>7.2</td>
</tr>
<tr>
<td>Median household income</td>
<td>$84,323</td>
<td>$94,647</td>
</tr>
</tbody>
</table>

Poverty Rates in Covington in 2015

The below graph explains the poverty rates in percentages, within several different categories including age ranges and family status.

Source: American Community Survey, 2011-2015
Covington Residents Served by Local Food Banks

The food banks serving Covington are The Storehouse Food Bank and Maple Valley Food Bank & Emergency Services. Both report an increase in the number of clients seeking financial assistance to pay utilities in addition to using the food bank more frequently, as shown in the chart below. Table 5 indicates the increased need for food banks as a supplement to households over a span of ten years.

Table 5. Covington Residents Served by Food Banks

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unduplicated individuals served</td>
<td>1,338</td>
<td>992</td>
<td>1,849</td>
<td>1,915</td>
<td>2,045</td>
<td>3,691</td>
<td>1,932</td>
<td>1,792</td>
<td>1,698</td>
<td>1,861</td>
<td>1,982</td>
</tr>
<tr>
<td>Clients receiving financial assistance</td>
<td>551</td>
<td>644</td>
<td>740</td>
<td>851</td>
<td>832</td>
<td>936</td>
<td>781</td>
<td>871</td>
<td>753</td>
<td>982</td>
<td>1,060</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unduplicated households served</td>
<td>101</td>
<td>53</td>
<td>121</td>
<td>150</td>
<td>90</td>
<td>125</td>
<td>153</td>
<td>487*</td>
<td>500*</td>
<td>534*</td>
<td>279</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Kent Food Bank**</th>
<th>2011</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unduplicated Households</td>
<td>60</td>
<td>119</td>
<td>36</td>
<td>40</td>
</tr>
</tbody>
</table>

*Number of residents was counted instead of households served

**Kent Food Bank is not an agency the Human Services Commission funds, thus was not able to provide extensive data on households served.
**Housing Repair**

The City of Covington has been awarded Community Development Block Grant funds in a joint effort with the cities of Des Moines, SeaTac, and Tukwila to manage the Minor Home Repair Program since 2010. This program provides free grant money for the total cost of eligible and necessary minor home repairs. This is a valuable program for low to moderate-income Covington residents who would not have the ability to afford necessary home repairs. The following chart indicates the number of households served.

<table>
<thead>
<tr>
<th>Year</th>
<th>Covington Households Served</th>
<th>CDBG Grant Dollars Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>12</td>
<td>$18,980</td>
</tr>
<tr>
<td>2011</td>
<td>17</td>
<td>$30,236</td>
</tr>
<tr>
<td>2012</td>
<td>14</td>
<td>$26,858</td>
</tr>
<tr>
<td>2013</td>
<td>9</td>
<td>$28,000</td>
</tr>
<tr>
<td>2014</td>
<td>17</td>
<td>$28,750</td>
</tr>
<tr>
<td>2015</td>
<td>17</td>
<td>$28,199</td>
</tr>
<tr>
<td>2016</td>
<td>20</td>
<td>$32,712</td>
</tr>
<tr>
<td>2017</td>
<td>17</td>
<td>$31,625</td>
</tr>
</tbody>
</table>
Safety Data

Personal safety is a right for all children and adults within the community. In order to achieve the community goals to reduce crime and support domestic violence services, it is important to review the statistics on crime in Covington that reflect the current trend. Refer to Table 7 below.

<table>
<thead>
<tr>
<th>Table 7. Comparison of Covington Crime Statistics</th>
</tr>
</thead>
<tbody>
<tr>
<td>---------------------------------------</td>
</tr>
<tr>
<td>Forcible rape (including attempts)</td>
</tr>
<tr>
<td>Robbery</td>
</tr>
<tr>
<td>Aggravated Assault</td>
</tr>
<tr>
<td>Burglary, residential</td>
</tr>
<tr>
<td>Vehicle theft</td>
</tr>
<tr>
<td>Adult charges/arrests</td>
</tr>
<tr>
<td>Juvenile charges</td>
</tr>
<tr>
<td>Domestic Violence Issue</td>
</tr>
<tr>
<td>Total Human Services Calls</td>
</tr>
<tr>
<td>Percentage of Total Human Service Calls compared to Total Dispatched Calls</td>
</tr>
<tr>
<td>TOTAL DISPATCHED CALLS</td>
</tr>
</tbody>
</table>
Youth & Education Data

The data below represents the information for the free and reduced lunch program in the Kent School District, which includes Covington schools. The data indicates the percentage of free or reduced meals served per school year from the total number of meals served.

Below is a glossary of the terms in the chart below:

**Enrollment**: The total amount of students enrolled in free and reduced-price lunch.

**F&R%**: The total percentage of students receiving free and reduced-price lunch, or the amount receiving free and reduced-price lunch at each specific meal.

**Total Breakfasts**: The amount of breakfast served in the Kent School District.

**Total Lunches**: The amount of lunches served in the Kent School District.

### Free & Reduced Lunch Data

<table>
<thead>
<tr>
<th></th>
<th>2013-14</th>
<th>2014-15</th>
<th>2015-16</th>
<th>2016-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrollment</td>
<td>6,483</td>
<td>6,494</td>
<td>6,547</td>
<td>6,679</td>
</tr>
<tr>
<td>F&amp;R%</td>
<td>37.51%</td>
<td>36.28%</td>
<td>36.05%</td>
<td>35.93%</td>
</tr>
<tr>
<td>Total Breakfasts</td>
<td>123,431</td>
<td>117,530</td>
<td>116,280</td>
<td>116,677</td>
</tr>
<tr>
<td>F&amp;R%</td>
<td>85.28%</td>
<td>84.24%</td>
<td>83.35%</td>
<td>81.91%</td>
</tr>
<tr>
<td>Total Lunches</td>
<td>513,089</td>
<td>509,421</td>
<td>502,478</td>
<td>516,843</td>
</tr>
<tr>
<td>F&amp;R%</td>
<td>60.43%</td>
<td>57.57%</td>
<td>57.71%</td>
<td>56.94%</td>
</tr>
</tbody>
</table>
### Table 9. Covington Elementary Schools: Average Percentage Meeting Standard on the Smarter Balanced Assessment (SBA)

<table>
<thead>
<tr>
<th>Elementary School</th>
<th>2015-16</th>
<th>2016-17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SBA ELA</td>
<td>SBA Math</td>
</tr>
<tr>
<td>Cedar Valley Elementary School</td>
<td>54.3</td>
<td>58.9</td>
</tr>
<tr>
<td>Covington Elementary School</td>
<td>55.3</td>
<td>51.3</td>
</tr>
<tr>
<td>Crestwood Elementary School</td>
<td>62.7</td>
<td>60.1</td>
</tr>
<tr>
<td>Jenkins Creek Elementary School</td>
<td>42.6</td>
<td>43.4</td>
</tr>
</tbody>
</table>

Source: OSPI Washington State Report Card, 2017

### Table 10. Covington Middle Schools: Average Percentage Meeting Standard on the Smarter Balanced Assessment (SBA)

<table>
<thead>
<tr>
<th>Elementary School</th>
<th>2015-16</th>
<th>2016-17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SBA ELA</td>
<td>SBA Math</td>
</tr>
<tr>
<td>Cedar Heights Middle School</td>
<td>62.8</td>
<td>58.0</td>
</tr>
<tr>
<td>Mattson Middle School</td>
<td>63.2</td>
<td>52.0</td>
</tr>
</tbody>
</table>

Source: OSPI Washington State Report Card, 2017

### Table 11. Covington High Schools: Percentage Meeting Standard on the Smarter Balanced Assessment (SBA) for 11th Grade

<table>
<thead>
<tr>
<th>Elementary School</th>
<th>2015-16</th>
<th>2016-17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SBA ELA</td>
<td>SBA Math</td>
</tr>
<tr>
<td>Kentwood High School</td>
<td>77.1</td>
<td>20.4</td>
</tr>
<tr>
<td>Kentlake High School</td>
<td>75.8</td>
<td>28.8</td>
</tr>
</tbody>
</table>

Source: OSPI Washington State Report Card, 2017
Graduation Rates of Covington High Schools

**Table 12.** Covington High School 4-Year Cohort Graduation Percentages

<table>
<thead>
<tr>
<th>High School</th>
<th>Class of 2013</th>
<th>Class of 2014</th>
<th>Class of 2015</th>
<th>Class of 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kentwood High School</td>
<td>84.5</td>
<td>83.6</td>
<td>84.7</td>
<td>86.6</td>
</tr>
<tr>
<td>Kentlake High School</td>
<td>80.6</td>
<td>84.1</td>
<td>81.8</td>
<td>79.8</td>
</tr>
</tbody>
</table>

Source: OSPI Washington State Report Card, 2017
### The Goals of the Human Services Commission

Below are goals the Human Services Commission would like to achieve within the duration of this Master Plan and beyond. The format for each goal is as follows.

**Short Term Goals:** Goals that will be achieved within a shorter time duration.

**Long Term Goals:** Goals that are lofty and may take several years to achieve.

**Mechanisms to Accomplish Goal:** The support structures and actions needed to ensure the goals are achieved.

**Agencies Currently Funded:** Agencies that are funded currently which support the stated goal.

#### Goal 1: BASIC NEEDS

| **Short Term Goals** | • Ensure residents of Covington are aware of resources that will allow them to get basic needs met such as: food, clothing, shelter, water.  
• Create a flyer highlighting the local services to assist with basic needs and distribute to the community of Covington |
| **Long Term Goals** | • Create a basic needs advocacy program, like neighborhood watch, where Covington residents are equipped and knowledgeable to educate residents about local basic needs services that are available. |
| **Mechanisms to Accomplish Goal** | • Partner with local churches, schools and agencies to inform them about basic needs services that are available.  
• Create a flyer/brochure that educates residents about basic services available.  
• Host a neighborhood advocacy training night to inform residents willing to help about the local services available. |
| **Agencies Currently Funded** | • Catholic Community Services  
• Crisis Clinic  
• Maple Valley Food Bank and Emergency Services  
• The Storehouse  
• Sound Generations |
### Goal 2: ECONOMIC INDEPENDENCE

| Short Term Goals | • Fund programs that provide the services and tools to achieve economic independence  
• Research and connect with programs that offer the mechanisms needed to accomplish economic independence goals (below) |
|------------------|--------------------------------------------------------------------------------------------------|
| Long Term Goals  | • Host an event to educate the public about ways to overcome barriers to economic independence  
• Create a wrap-around resource package publication to help a single individual or head of household find a pathway to strengthen their economic independence |
| Mechanisms to Accomplish Goal | • Identify budget management educators and advisors  
• Strengthen and develop relationships with local training and degree programs  
• Partner with advisors to help share pathways to GED, degrees, skilled trade certificates and journeyman licenses  
• Connect residents to agencies that can provide career mentors who will provide interview and resume coaching, access to professional clothing and resources for child care.  
• Generate publications created to inform residents of ways to strengthen their economic independence |
| Agencies Currently Funded | • ANEW – Women’s Employment  
• YWCA – DV Victim Services  
• Childcare Resources & Referral  
• Kent Youth and Family Services |
### Goal 3: A HEALTHY AND SAFE COMMUNITY

**Short Term Goals**
- Work with the City of Covington, Police Department, Puget Sound Fire Department, and all healthcare facilities in Covington to offer Health and Safety classes. Ex: Car Seat Safety Checks, Smoke & Carbon Monoxide Detector Education, Nutrition Classes, etc.
- Promote programs and agencies offering healthcare and dental care to low and moderate-income households.
- Provide funding to non-profit agencies providing mental health resources for Covington community members.

**Long Term Goals**
- Expand awareness of the number of health and safety classes offered by the City of Covington and increase attendance.
- Increase the number of biking and walking trails, as well as exercise programs.
- Educate the public about mental health resources, healthcare, and dental for low-moderate income households.

**Mechanisms to Accomplish Goal**
- Publish class information in Recreation Guides, on the city website and on Facebook.
- Ensure publications are made to inform residents of resources

**Agencies Currently Funded**
- Healthpoint
- Kent Youth and Family – Clinical Services
- Children’s Therapy Center
### Goal 4: EDUCATION FOR ALL AGES

<table>
<thead>
<tr>
<th>Short Term Goals</th>
<th>Long Term Goals</th>
</tr>
</thead>
</table>
| • Continue to emphasize access to equitable Early Childhood Education  
• Continue to support and promote programs and agencies who allow for access to equitable education for all and offer job opportunities | • Create a Public Survey of Covington residents regarding needs in more educational opportunities which they would like to see.  
• Create more social media links on what opportunities are available regarding education and job training from various existing agencies. |

<table>
<thead>
<tr>
<th>Mechanisms to Accomplish Goal</th>
<th>Agencies Currently Funded</th>
</tr>
</thead>
</table>
| • Enlist help of Covington staff to develop fulfillment on long term goals. | • Communities in Schools of Kent  
• ANEW  
• Kent Youth & Family- Head Start & ECEAP  
• Children’s Therapy Center |
Goal 5: PROMOTE DIVERSITY, EQUITY, AND INCLUSION

<table>
<thead>
<tr>
<th>Short Term Goals</th>
<th>Long Term Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner with a local organization, such as the King County Library System, and coordinate at least one event/program that celebrates cultural diversity</td>
<td>Create an accountability system for Human Services organizations that ensure the organizations distribute resources equitably and appreciate diversity</td>
</tr>
<tr>
<td>Coordinate at least one training on diversity, equity, and inclusion for city employees</td>
<td>Coordinate consistent programming that promotes diversity, equity, and inclusion for the city</td>
</tr>
<tr>
<td>Ensure the promotion of human services in Covington is conducted in an equitable manner and takes into consideration all languages, cultures, races, ages, sexual orientations, and genders</td>
<td>Organize and facilitate training on diversity, equity, and inclusion for City employees as well as a representative from funded agencies. This would be a regularly held training, either annually or every other year. Perhaps an online training could be implemented or an in-person training, depending on budget and time constraints. A third party, outside organization would conduct the training.</td>
</tr>
<tr>
<td></td>
<td>Ensure the Human Services Commission operates in an equitable manner to include all languages, cultures, races, ages, sexual orientations, and genders</td>
</tr>
</tbody>
</table>

| Mechanisms to Accomplish Goal | | Agencies Currently Funded |
|-------------------------------|-------------------------------|
| The City of Covington website | • ANEW |
| Partnerships with local organizations, such as the King County Library System | • NEXUS |
| The Covington City Council | • Communities in Schools |
Conclusion

This plan is meant to serve as a guide to action for all involved in the delivery of human services to those who are most in need. It is not the end state, but rather, a process, which is dynamic and designed to be updated with changing community needs. The structure of the plan requires annual evaluations; including accomplishments, what remains to be done, what needs reevaluation, and what needs to change. Ultimately, the planning process is intended to serve the Commission’s mission to meet the diverse human services needs of our community in the most efficient and effective way through an integrated approach to comprehensive services.

The City of Covington has a wide range of social and health services available to its residents. These services include non-profit organizations, the local faith-based community, and governmental systems that offer a variety of services for low- to moderate-income individuals and families. In addition, there are several regional networks that provide services for emergency and transitional housing, such as those needed in domestic violence and sexual assault services.

Covington continues to experience demographic and economic changes, including increases in the population and in the number of individuals and families living in poverty or below self-sufficiency standards. These conditions are reflected in the rising number of citizens requesting services to the agencies funded by the city, thus the creation of the Human Services goals to best serve our residents. The Human Services Commission remains committed to addressing these needs through this Master Plan to coordinate and monitor each service, as well as to advocate for those in need and connect individuals and families to available services.
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE AGREEMENT FOR FINANCIAL/ECONOMIC CONSULTANT SERVICES WITH ECONORTHWEST

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):
1. Contract No. 091-2017 Original Contract with ECONorthwest
2. Amendment #1 to Agreement for Financial/Economic Consultant Services with ECONorthwest

EXPLANATION:
In August 2017 the city council awarded the contract for financial and economic consultant services to ECONorthwest, in an amount not to exceed $64,120, to create a financial strategy and roadmap for successful realization of the council’s vision. (Contract No. 091-2017, Attachment No. 1).

This amendment would amend section 3 of the current contract to extend the term of the agreement to April 30, 2019.

ALTERNATIVES:
N/A

FISCAL IMPACT:
With the above changes, Amendment #1 will not change the original not to exceed $64,120.

CITY COUNCIL ACTION: _____Ordinance _____Resolutions ___X__Motion ____Other

Councilmember ____________ moves, Councilmember _______________ seconds, to authorize the City Manager to execute Amendment #1 to Contract No. 091-2017 with ECONorthwest for financial/economic consultant services.

REVIEWED BY: City Manager, City Attorney, Finance Director
CITY OF COVINGTON

AGREEMENT

FINANCIAL/ECONOMIC CONSULTANT SERVICES

THIS AGREEMENT FOR SERVICES is entered into this 30th day of September, 2017, by and between the City of Covington ("City"), a Washington municipal corporation, and ECONorthwest, a financial/economic consultant ("Consultant").

RECITALS

A. The City seeks the services of a financial/economic consultant to perform strategic financial services on behalf of the citizens of Covington; and

B. The Consultant has the qualifications and experience necessary to provide said services; and

C. The City has selected the Consultant to perform said services; and

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

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

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant 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 Consultant shall perform the services described in Exhibit "A," 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 Consultant 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.

3. Term of Agreement. 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 April 30, 2018 ("Term"), unless earlier terminated under the provisions of this Agreement.


4.1. Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant as follows:

4.1.1. An amount not to exceed $____ calculated on the basis of the hourly rates set forth in Exhibit "B," attached and incorporated herein by this reference; OR

4.1.2. _X_ An amount not to exceed $64,120; OR

4.1.3. __ Other [describe]: Additional allowed contingency of up to 10% of said compensation to be paid upon the sole approval of the City.

4.2. Method of Payment. Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than ten (10) days after city council approval of the invoiced amount.

4.3. First Invoice. Prior to or along with the first invoice submitted, the Consultant shall return to the City a completed "Request for Taxpayer Identification Number and Certification," also known as IRS form W-9.
4.4. **Consultant Responsible for Taxes.** The Consultant 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. **Books and Records.** The Consultant agrees to maintain books, records, and documents that 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.

6. **Warranty.** The Consultant 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 Consultant 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 Consultant 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 Consultant under this Agreement. The Consultant 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 Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, because of the Consultant's failure to comply with the requirements of this 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 Consultant 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.

7. **Ownership and Use of Documents.**

7.1. Both CITY and CONSULTANT shall have the right to use all data, models, and materials used in the analysis and reports. Notwithstanding the foregoing, certain models and other material used in the analysis and reports may be proprietary to CONSULTANT or to CITY, even if developed for the purposes of the analysis and reports.

7.2. All models and materials that are proprietary to CONSULTANT shall be designated as such in the analysis and reports. CONSULTANT shall retain sole ownership of, and copyright in, its proprietary models and materials, but shall grant to CITY a nonexclusive license to use the same solely for the matter that is the subject of the analysis or report.

7.3. All data or materials that are proprietary to CITY shall be designated and clearly marked as such. CITY retains sole ownership of, and copyright in, its proprietary data or materials, but shall grant to CONSULTANT a nonexclusive license to use the same solely for the matter that is the subject of the analysis or report. CITY may, at its option, require the return or destruction of all copies of proprietary data or materials.

7.4. Except as provided in Sections 7.1 through 7.3 above, both CITY and CONSULTANT shall retain nonexclusive ownership of those data and other materials used in the analysis that are not in the public domain.

7.5. All or any part of the analysis or reports produced by CONSULTANT may be published by CONSULTANT in any media or by any means. Final reports produced by CONSULTANT may be published by CITY in any media or by any means, provided that all publications include clear and visible notice of copyright by CONSULTANT and provided that any alteration to or omission of any portion of the complete report is approved in writing by CONSULTANT.

7.6. CONSULTANT, despite other conditions of this provision, shall have the right to utilize the Work Product on its brochures or other literature that it may utilize for its sales and, in addition, unless specifically otherwise exempted, CONSULTANT may use standard line drawings, specifications and calculations on other, unrelated projects.

8. **Independent Contractor.** It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the
Consultant sick leave, vacation pay, or any other benefit of employment. The Consultant 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 Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant shall be solely responsible for its acts and for the acts of its agents, employees, sub-consultants, 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 Consultant shall have the sole judgment of the means, mode, or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

9. **Indemnification.** The consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **Insurance.** The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives, or employees and in such forms and with such carriers who have a rating satisfactory to the City [required insurance coverage under this Agreement is indicated with a checkmark]:

10.1. **X** Professional Liability. Professional liability insurance covering any negligent professional acts, errors or omissions for which the Consultant is legally responsible and with combined single limits of liability not less than $1,000,000 per claim and $1,000,000 policy aggregate limit for damages sustained by reason of or in the course of operation under this Agreement.

10.2. **X** Employer Liability. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

10.3. **X** Commercial General Liability. 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.

10.4. **X** Automobile Liability. 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.

10.5. **Additional Requirements.**

10.5.1. The City shall be named as additional insured on all above required insurance policies, except for professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program.

10.5.2. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
10.5.3. All required 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 Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date of this Agreement is actually terminated or upon project completion and acceptance by the City.

10.5.4. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such above required coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.

10.6. The Consultant's maintenance of insurance as required above shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.7. The Consultant's failure to maintain such insurance policies as required above 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.

11. Termination.

11.1. This Agreement may be terminated at any time, with or without cause, by the City.

11.2. Upon termination, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City within five (5) business days of the date of termination. Consultant 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 Consultant services, programs, or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Consultant or by the Consultant'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 Consultant 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 Consultant's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Consultant 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 Consultant represents to the City that it has no conflict of interest in performing any of the Services described herein. It is recognized that the Consultant 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 Consultant's ability to perform the Services. If the Consultant is asked to perform services for a project with which it may have a conflict, the Consultant shall immediately disclose such potential conflict to the City. The Consultant agrees to resolve any actual conflicts of interest in favor of the City.

15. Confidentiality. All information regarding the City obtained by the Consultant and designated by the City as confidential in the performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination of this Agreement.
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 any limiting provisions of this Agreement, 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.** All provisions of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any 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 to the address included in the signature block below, or to such other person or place as one party shall furnish to the other 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. **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

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

26. **Independent Counsel.** The Consultant acknowledges that the drafter of this Agreement is the City's legal representative to whom the Consultant does not look to for any legal counseling or legal advice about this transaction. The Consultant 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 Consultant 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.

27. **Authority.** Everyone executing this Agreement on behalf of the City and the Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant 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
Address: 16720 SE 271st ST, Suite 100
        Covington, WA 98042

Attest:

Sharon Scott, City Clerk

CONSULTANT

By: Andrew Olke
Its: Partner
Address: 777 SW Columbia ST, STE 1600
         Portland, OR 97201

Approved as to form:

Kathy Hardy, City Attorney
Work Program

TASK 1: KICK-OFF MEETING AND PROJECT RECONNAISSANCE

ECO will review of background documentation and identify a list of other documents, reports, and data that will serve as our analytic foundation. We will collect project data at the appropriate level of detail, given what is known at this time. This meeting is best accomplished in person. The City has already listed several important documents including:

- The Comprehensive Plan
- Capital Improvement Program
- Parks Plan
- 2017 Budget
- City Strategic Plan
- Long-term Financial Forecast

ECONorthwest will schedule one-on-one phone calls with key project stakeholders to help understand the more nuanced and potentially controversial issues. This would include interviews with the city administrator, department heads, and elected officials (if appropriate) if they are not in attendance at the meeting.

Deliverable: This task will culminate in a brief memo summarizing key issues and specific research questions, and specific scenarios to be tested.

TASK 2: SURVEY EXISTING CONDITIONS

We will provide a detailed analysis of the demographic and socioeconomic profile of Covington along with a thorough description of the fiscal state of the City. The goal of this section will be to provide a frame of reference to understand the current economic outlook of the City of Covington, based upon historical socioeconomic trends for the city and for the broader region. Our analysis will assess the current economic trends by industry and assess the degree to which Covington’s unique demographic and geographic conditions contribute to economic success, paying particular attention on the performance of the local retail market.
Subtask 2A: Covington Socioeconomic and Tax Base Summary
We will combine historical demographic, socioeconomic, and housing data to provide a snapshot of the current economic and population dynamics of the City of Covington. In addition, we will provide a detailed description of sources of tax revenue and budget outlays for the City. For the latter, we will construct a historical summary of relevant tax bases including:

- Assessed valuation
- New construction value
- Taxable retail sales (by sub-geography in the city)
- Business output
- Utility consumption (or other proxy if available)

Subtask 2B: Commercial Space Inventory, Trends, and Projections
Based upon our analysis of the current state of commercial demand and long-term growth projections, ECONorthwest will estimate the supportable demand for commercial space in Covington. ECONorthwest has already produced forecasts of commercial and employment growth as part of a recent project for PSRC but will calibrate those with the City’s estimates used for its planning and budget purposes.

Subtask 2C: Strengths, Weakness, Opportunities, and Threats (SWOT) Analysis
Undertaking a scan of the ongoing internal and external conditions in the City is a necessary step in creating a high performing strategy and implementation plan. These assessments can help the city better understand the forces of change—social, technological, economic, financial, environmental, and organizational—so that it can more effectively respond to threats and opportunities by adjusting planning and operations. As part of this process, we will develop a foundational assessment to identify the major trends and issues and the potential impact they will have on shaping the future. This situational analysis will include both and internal and external dimensions:

- The internal scan will survey the City’s strengths and weaknesses, opportunities and threats (e.g., SWOT analysis).
- The external scan will examine trends that are critical for strategy development such as demographic change, economic forces, technological issues, and the financial condition of the city. The situational assessment will focus on assembling facts, interpretations, conclusions, and recommendations for the plan development.

Deliverable: This task will culminate in a brief memo summarizing the tasks above and will conclude with ECO’s SWOT analysis.
**TASK 3: DEVELOP FINANCE MODEL and TEST SCENARIOS**

In this task ECONorthwest will develop a set of scenarios on the future of the Covington economy and its tax bases, looking out 5, 10, or 20 years. The path to the future is full of uncertainty in the global and regional economy, and no forecast can accurately predict it. These scenarios will be engaging, data-rich, visual, and anchored around critical uncertainties in forces impacting the regional economy.

In order to accomplish this scenario testing, ECO will build a forecast model at the appropriate level of detail that can examine how changes in the economy will impact the City’s relevant tax bases and tax revenues. It will also provide some stylized representation of the city’s operating environment so that expenditures can be modelled.

ECONorthwest will intentionally build a model that will allow the city for on-going strategic finance use. The model will allow for updating of key tax base, forecast elements, expenditures, and tax policy assumptions that can be updated by the city with minimal outside assistance.

**Task 3A: Build Financial Model**

This task will involve taking the information gathered in Task 1 and 2 to build a financial model analyze the how changes to the economy might impact the City’s operating picture. We will develop a flexible revenue model that will allow for estimation of likely tax revenue impacts resulting from those changes. The analysis will be conducted using a cash flow revenue model. The model will be very flexible and allow for multiple scenarios and sensitivity analysis regarding key assumptions. In particular, the following parameters will be explicitly called out within the model and subject to control:

- Changes in the macro-economy and how those might impact local tax bases.
- Land development assumptions including type, scale, and timing of new large-scale development that will occur in the City.
- Assumptions about tax policies and rates (either used or available to the City)
- Sales tax sourcing and e-commerce (e.g., location-based sales tax collections)
- The deployment of City debt tools.

Current tax rates and city of Covington policies will be applied to the incremental tax bases to estimate potential public revenues. Revenues will be organized according to the legislative or policy limits on their use and whether they are one-time or ongoing revenues. The revenue model will allow for the assessment and testing of alternative policy choices. The revenue model will likely include:

- Property Tax
- Utility Tax
- Sales Tax (both on construction and ongoing from business operations)
- State Shared Revenues
- Sales Tax – Criminal Justice
- Cable Franchise Fees
- B&O Taxes (both on construction and ongoing from business operations if applicable)
- Capital Restricted Revenues
  - Impact Fees
  - REET (real estate excise taxes)

The model will also include estimates the likely demand and ongoing operating costs for public services. The cost analysis will focus on the core city services, such as police, parks and recreation, and street maintenance. The cost assessment will assume continuation of existing levels of service and will consider opportunities for economies of scale, service delivery efficiencies, and current capacities in the various city services.

**Task 3B: Scenario Testing the Resilience of Covington’s Financial Position**

ECONorthwest will gather input on the key uncertainties facing the local economy and Covington. We will draw upon ECO’s own work on regional forecasting for the Puget Sound regional economy but can extend that to include other areas of interest to the City. ECONorthwest will translate the drivers into a set of inputs to the financial model. After finishing work on the drivers, ECONorthwest will define, in concept, four scenarios. Dozens of scenarios are possible. The literature suggests that four is an ideal number. With two scenarios, people tend to categorize one as good and the other as bad. With three, people tend to pick the middle one. With more than five or more, people lose the ability to conceptualize them all.

The goal in this sub-task is not to predict specific financial impacts; rather, it will provide magnitude and direction of change to help frame discussion of what might happen in the City over the study period.

**Deliverable:** ECONorthwest will summarize the scenarios in short descriptions, augmented with data. This will include an appendix on methodology and identification of the drivers. ECO will also turn over the financial model to the City for continued use in financial planning.

**TASK 4: PROPOSE AND REFINISH FINANCIAL STRATEGY OPTIONS**

Based on the work completed, the ECO team will propose a range of possible responses that could be employed by the City to support fiscal planning. We will specify the following information for each action:

- The nature of the action (i.e., policy, revenue, service, etc.).
- How it might improve the fiscal position of the City.
- Any direct and/or administrative costs to the City.
• Potential changes to existing non-financial policy or programs within the City

The ECO team will work with the staff on refining the strategic options to get them to a point where they are defined at an appropriate level to where they can be evaluated. We anticipate some iteration and collaboration on the product with staff. We will define with staff a range of anticipated outcomes and measures to differentiate the benefit and cost of potential strategies. We anticipate producing policy level evaluations of how effective each of the list of potential actions might perform along a range of feasibility and impact criteria.

**Deliverables:** Draft technical memorandum summarizing recommendations for action. We would also anticipate a meeting with staff to present and discuss findings. Technical memorandum summarizing evaluation criteria and scoring of potential actions.

**TASK 5: FINAL DELIVERABLES AND PRESENTATIONS**

We will prepare both a technical report and presentation materials that summarize methods, findings, and recommendations. ECONorthwest will present results for comment and review, and will incorporate comments from city staff into the final deliverables. ECO will also participate in up to two meetings with relevant stakeholders to present its findings.

**Deliverables:** Final deliverables will include a concise technical report summarizing the methodology and findings, a PowerPoint presentation of key findings.

**Schedule**

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- Meetings
- Draft Deliverable
- Final Deliverable
Amendment #1

Between the City of Covington and ECONorthwest

That portion of Contract No. 091-2017 between the City of Covington and ECONorthwest is amended as follows:

1. Term of Agreement. Section III of the Agreement shall be amended to expire April 30, 2019.

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

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

CITY OF COVINGTON

____________________________________
By: Regan Bolli
Its: City Manager
Date: _____________________________

ECONorthwest

By: ______________________________
Its: _____________________________
Date: __________________________

Attest: ___________________________
Approved as to form:

Sharon Scott, City Clerk
Kathy Hardy, City Attorney
SUBJECT: PROPOSED RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KARA MURPHY RICHARDS FOR THE PROVISION OF PROSECUTION SERVICES.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1) Proposed Resolution with Exhibit A - Proposed Professional Services Agreement

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:
Attorney Kara Murphy Richards desires to serve the City with prosecution services and the City desires to enter into a contractual relationship with Ms. Richards for prosecution services through December 31, 2019. The City and Kara Murphy Richards have negotiated contract terms that are acceptable to both parties. That proposed contract is attached as Exhibit A to the proposed resolution.

ALTERNATIVES:
1. Enter into a contract for prosecution services with another law firm.

FISCAL IMPACT: None.

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

Councilmember _________ moves, Councilmember ___________ seconds, to pass a Resolution authorizing the City Manager to execute an agreement with Kara Murphy Richards for the provision of prosecution services.

REVIEWED BY: City Manager, City Attorney, Finance Director
RESOLUTION No. 2018-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KARA MURPHY RICHARDS FOR THE PROVISION OF PROSECUTION SERVICES.

WHEREAS, Kara Murphy Richards provided prosecutorial services for the City of Covington from May 2018 to present; and

WHEREAS, the City wishes to continue receiving its prosecuting services from Kara Murphy Richards on a contract basis; and

WHEREAS, the City has determined that it would be in the best interests of the City to contract with Kara Murphy Richards.

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

Section 1. The City Manager is hereby authorized to execute a contract with Kara Murphy Richards for provision of prosecution services, in the form attached hereto as Exhibit “A.”

PASSED in open and regular session on this 27th day of November 2018.

_______________________
Mayor Jeff Wagner

Attested:

_______________________
Sharon Scott, City Clerk

APPROVED AS TO FORM:

_______________________
Kathy Hardy, City Attorney
PROFESSIONAL SERVICES AGREEMENT FOR PROSECUTION SERVICES

WHEREAS the Prosecutor has been licensed to practice law in the State of Washington and has been previously acting as the contract Prosecutor for the City of Covington, and

WHEREAS the Prosecutor has the demonstrated ability to provide high quality legal representation for the City in the City of Covington and the King County District Court in a professional, skilled manner consistent with minimum standards set forth by the American Bar Association, applicable state bar association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases; and

WHEREAS the City Council finds that it is in the best interests of the public that the City retain the services of the Prosecutor;

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

1. Parties

This Agreement is entered into between the City of Covington, King County, Washington (“City”), and Kara Murphy Richards (“Prosecutor”); collectively, the “Parties”.

2. Term

This Agreement is effective as of the date both Parties sign the Agreement. This Agreement shall extend through December 31, 2019.

3. General description of services

Prosecutor has been retained by the City to provide professional legal services in Covington as required.

4. Scope of Work

A. Prosecutor agrees to provide all necessary prosecution services to the City of Covington, including:
   1) Providing advice to Covington Police Officers (KCSO) on matters relating to criminal law and proper procedures for enforcing the law;
   2) Reviewing police reports for determination of probable cause and charging;
   3) Drafting and filing criminal complaints and probable cause statements as necessary;
   4) Appearing at arraignments, pretrial hearings, and motions;
   5) Initiating settlement discussions and plea negotiations;
6) Handling all phases of jury trials; (see below)
7) Drafting briefs and motions;
8) Appearing at sentencing and review hearings;
9) Tracking case dispositions, including reasons for declining to prosecute particular cases;
10) Appearing on infractions where the violator has retained legal counsel;
11) Responding to and appearing on behalf of the City in RALJ appeals;
12) Handling code enforcement cases as requested by the City.

B. The services performed by the Prosecutor shall not exceed the Scope of Work without prior written authorization from the City.

C. The City may from time to time require changes or modifications in the Scope of Work. However, such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

5. Schedule of Work and Continuity of Representation

A. It is agreed by the parties that continuity of representation is very important for effective prosecution. Therefore, Kara Murphy Richards shall be the primary person provide services under this Agreement and she shall make good faith efforts to be personally present for all court hearings unless she is unable to appear due to vacation, illness, emergency, or occasional scheduling conflicts. Prosecutor shall make good faith efforts to ensure that there is continuity of representation in choice of substitute prosecutors and that she thoroughly prepare all cases for the substitute prosecutor.

B. Prosecutor shall appear for all regularly scheduled court hearings to perform the services described in the Scope of Work.

C. As of the effective date of this Agreement, Prosecutor shall be required to appear in Court three calendar days, currently Tuesdays, each month. Jury trials, an additional criminal calendar in months with five Tuesdays and other special hearings may require occasional additional appearances and compensation for those appearance is addressed below.

D. Prosecutor agrees and understands that, while the City will make good faith efforts to consult with Prosecutor prior to changing the schedule of court hearings, and will take Prosecutor’s needs into accounts, the City will have final discretion to alter the scheduling of court hearings and it shall be Prosecutor’s responsibility to ensure such hearings are covered by Prosecutor.

E. In the event the prosecution of any person would constitute a conflict of interest for the Prosecutor pursuant to the Washington State Bar Association Rules of
Professional Conduct, the Prosecutor shall not prosecute such person and the City shall be responsible for the cost of outside legal representation for the City.

6. Compensation

A. **Base Rate.** The City shall pay the Prosecutor a base rate of $5500 per month for performing all services necessary to effectively prosecute violations of the Covington and for representing the City on infraction cases where the violator has retained counsel. This amount shall include all in court and out of court work (including but not limited to clerical staff, office rent, photocopies and letters; mailing costs; telephone expenses), training for law enforcement, travel and attendance at necessary meetings. Prosecutor, at her expense, shall obtain and keep in force any and all necessary licenses and permits.

B. **Additional Calendars:** In the event that there is a fourth criminal calendar scheduled in a calendar month, the extra calendar day shall be compensated at the rate of $1500 to cover the preparation of all cases set for that day and appearance at that calendar unless it is a half-day calendar, in which compensation will be $800. The same applies in the event that there is a trial scheduled on the City’s designated trial day. Except that the prosecutor shall only be compensated $1500 for such trial even if the trial extends beyond one day.

C. **One-time payment for “special circumstances”** - The City paid $1000 onboarding payment to the Prosecutor. This is to compensate the Prosecutor for the additional work required to ensure a seamless transition between the previous prosecutor and the new Prosecutor and the additional work necessary to handle all backlogged work.

7. Payment

A. **Base Rate.** The Prosecutor shall be required to submit an invoice by the 1st of each month for the preceding month’s services. Payment of the base rate shall be made on the 10th day of every month for the preceding month of services, unless the 10th falls on a weekend or holiday, in which case payment be made on the first business day following. Should this Agreement be terminated before the end of a full month, the base rate shall be prorated by subtracting payment for any scheduled courts days where Prosecutor failed to appear.

B. **Records Retention.** Prosecutor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

C. **Dispute over Services.** If the services rendered do not meet the requirements of the Agreement, Prosecutor will correct or modify the work to comply with the
Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

D. Deductions. In the event the Prosecutor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, arising out of services rendered hereunder, then the Attorney authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance, if any. Any such payments shall be deducted from the Attorney's total compensation.


A. The City Manager or his or her designee shall have primary responsibility for administering services to be performed by the Prosecutor and shall coordinate all communications between the Prosecutor and the City. The City Manager, or his/her designee, shall be responsible for evaluation of Prosecutor performance. Supervision and evaluation efforts may include in-court observations and periodic conferences.

B. Prosecutor, at such times and in such form as the City may require, shall maintain a case reporting and management information system which includes number and type of cases, attorney hours and disposition of cases and shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement. The Prosecutor will make available to the City all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this agreement; provided that, any such system shall be maintained independently from client files so as to disclose no personal or privileged information.

C. The Prosecutor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this agreement or for any of the compensation due hereunder without the prior written consent of the City; provided that, any counsel associated with or employed by the Prosecutor shall have the authority to perform the services called for herein, and Prosecutor may employ associated counsel to assist her at Prosecutor's expense. The Prosecutor and any other attorneys retained pursuant to this Agreement shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington and shall meet the standards set forth herein.

9. Notices

All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:
City:  
City of Covington  
16720 SE 271st St #100  
Covington, WA 98042-4964  
Contact: City Manager, City of Covington  
Phone: 253-480-2400  
Fax: 253-480-2401

Prosecutor:  
Kara Murphy Richards  
1783 12th Ave NE  
Issaquah, WA 98029  
Contact: Same  
Tax I.D.# 484-82-6520  
Phone: 206-947-3852  
Fax: 425-516-7222

It is the responsibility of Prosecutor to notify the City in writing if the contact information appearing above should change.

10. Discrimination and Compliance with Laws

A. Prosecutor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Prosecutor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of Section 10 shall be a material breach of this agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility of Prosecutor to do further work for City.

11. Termination of Agreement

A. Termination without fault. Either party may terminate this Agreement upon a minimum of ninety (90) days advance notice to the other party. Such notice shall indicate the date of termination.

B. Termination for cause. The City may terminate the Prosecutor’s contract for “cause” (as defined in this section) immediately upon written notice to the Prosecutor. Such notice shall specify in reasonable detail the nature of the cause. For purposes of this Agreement, “cause” shall include, without limitation: (1) material breach of this Agreement; (2) failure to satisfactorily perform her responsibilities and job duties; (3) unethical practices as set forth in the Rules of Professional Conduct; (4) loss of license to practice law in the state of Washington; or (5) fraudulent or dishonest conduct. The City shall have the sole discretion to determine whether there is cause to terminate the Prosecutor’s services under this Agreement.
12. Standard of Care

Prosecutor represents and warrants that he or she, and any agents used to perform services under this Agreement, has the requisite training, skill and experience necessary to provide the services described herein and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. All obligations and services of Prosecutor undertaken pursuant to this agreement shall be performed diligently and completely in a professional, skilled manner consistent with minimum standards set forth by the American Bar Association, applicable state bar association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel.

13. Indemnification/Hold Harmless

Prosecutor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Prosecutor in performance of this Agreement, provided however, that such provision shall not apply to the extent that damage or injury results from the fault of the City or its officers, other agents, or employees. “Fault” as used herein shall have the same meaning as set forth in RCW 4.22.015.

14. Insurance

The Prosecutor shall procure and maintain for the duration of the Agreement professional liability insurance from a company licensed to do business in the State of Washington with limits no less than $500,000 per claim and $500,000 policy aggregate limit. This policy shall be written to insure Prosecutor and its agents, representatives, and employees.

15. Assigning or Subcontracting

This agreement may not be assigned by either party without the express written consent of the other party, and said consent can be withheld in that parties’ sole discretion.

16. Independent Contractor

Prosecutor is and shall be at all times during the term of this Agreement an independent contractor. Prosecutor acknowledges that she is responsible for the payment of all charges and taxes applicable to the services performed under this agreement, and Prosecutor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Prosecutor’s status as an independent contractor. If the City
is assessed, liable or responsible in any manner for those charges or taxes, Prosecutor
agrees to hold the City harmless from those costs, including attorneys’ fees.

This agreement shall be for the sole benefit of the parties hereto, and nothing contained
herein shall create a contractual relationship with, or create a cause of action in favor
of, a third party against either party hereto.

17. Governing Law and Venue for Disputes

Any action for claims arising out of or relating to this Agreement shall be governed by
the laws of the State of Washington. Venue shall be in King County, Washington.

18. Attorney’ Fees

In any suite or action instituted to enforce any right granted in this Agreement, the
substantially prevailing party shall be entitled to recover its costs, disbursements, and
reasonable attorneys’ fees from the other party.

19. Extent of Agreement/Modification

This Agreement represents the entire Agreement between the parties and supersedes
all prior negotiations, representations, or agreements, either written or oral. This
Agreement may be amended or modified only by express written consent of both
parties. The headings in this Agreement are inserted for convenience only and shall
not affect the interpretations of this Agreement.

20. Severability

In any term or provision of the Agreement is held invalid, the remainder of such terms
or provisions of this Agreement shall not be affected, if such remainder would then
continue to confirm to the terms and requirements of applicable law.

21. Interpretation and Fair Construction of Contract

This Agreement has been reviewed and approved by each of the parties. In the event it
should be determined that any provision of this Agreement is uncertain or ambiguous,
the language in all parts of this Agreement shall be in all cases construed as a whole
according to its fair meaning and not strictly construed for, nor against, either party.

22. Waiver of Breach

The failure of any Party hereto to insist upon strict performance of any of the covenants
and agreements herein contained, or to exercise any option or right herein conferred, in
any one or more instances, shall not be construed to be a waiver or relinquishment of
any such option or right or of any other covenants or agreement, but the same shall be
and remain in full force and effect.
BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

CITY OF COVINGTON

By: ____________________________
Print Name: ______________________
Title: ____________________________
Date: ____________________________

PROSECUTOR
Kara Murphy Richards

By: ____________________________
Print Name: ______________________
Title: ____________________________
Date: ____________________________
SUBJECT: CONSIDER PROPOSED RESOLUTION APPROVING FINAL PLAT OF CEDAR CREEK PARK & MAJOR TREE CLEARING PERMIT, FILE NO LU16-0001/0020 & LU16-0002/0020 FOR RECORDING.

RECOMMENDED BY: Salina Lyons, Principal Planner

ATTACHMENT(S):
1. Proposed Resolution Approving the Final Plat of Cedar Creek Park
   a. Exhibit 1 – Cedar Creek Park Final Plat Map
2. SEPA MDNS threshold determination, dated November 18, 2016
3. City of Covington Hearing Examiner Findings, Conclusions and Decision, dated February 27, 2017

PREPARED BY: Dafne Hernandez, Planning Intern

EXPLANATION:
Attachment 1 is a Resolution for the approval of the plat for Cedar Creek Park.

Background
On January 19, 2016, Brian Hansen of Triad, on behalf of Cedar Creek Parke, LLC, (Oakpointe company) submitted a subdivision application to subdivide 20.53 acres into 82 single family residential lots in the Low Density Residential, R-4 zone (City File No. LU16-0001/0020). A major tree clearing permit was reviewed concurrently with the development application (City File No. LU16-0002/0020). The city issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat on November 18, 2016. (Attachment 2)

The city’s hearing examiner held an open record public hearing on the proposed development on February 21, 2017. On February 27, 2017 the city’s hearing examiner granted the Cedar Creek preliminary subdivision and Major Tree Clearing permit subject to conditions of approval. (Attachment 3)

During the construction phase of the plat, Oakpointe sold the development to Cal Atlantic, which was subsequently acquired by Lennar Northwest. Lennar is the developer responsible for the construction and final plat of Cedar Creek Park. As part of the acquisition, Lennar dropped the “e” from Park as identified in the preliminary plat application materials.

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 development final engineering plans filed by the developer for conformance with applicable City of Covington Design and Construction Standards, for conformance with the SEPA MDNS Threshold Determination, and for conformance with other applicable local and state laws and regulations. Staff has approved these drawings.

Staff recommends approval of the Cedar Creek Park Final Plat, City File No. LU16-0001/0020 & Major Tree Clearing Permit, City File No. LU16-0002/0020 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 Cedar Creek Park Final Plat, City File No. LU16-0001/0020 0012 & Major Tree Clearing Permit, City File No. LU16-0002/0020 in substantial form, as that attached hereto, and authorizes the City Manager to sign the final plat for recording.

REVIEWED BY: Community Development Director (Acting)
Finance Director
City Manager
City Attorney
RESOLUTION NO. 2018-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE FINAL PLAT OF CEDAR CREEK PARK & MAJOR TREE CLEARING PERMIT, LU16-0001/0020 & LU16-0002/0020 FOR RECORDING.

WHEREAS, an application has been received by the City of Covington (the “City) under Application No. LU16-0001/0020 & LU16-0002/0020; and

WHEREAS, a Mitigated Determination of Non-Significance (MDNS) was issued for the preliminary plat on November 18, 2016; and

WHEREAS, the preliminary plat was reviewed by the City’s Hearing Examiner, and an open record public hearing was held on February 27, 2017; and

WHEREAS, the City’s Hearing Examiner issued a decision on February 27, 2017, recommending the approval of the preliminary plat and major tree clearing permit with conditions; and

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

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

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 Cedar Creek Park 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 27th day of November 2018.

_____________________________
Mayor Jeff Wagner

ATTESTED:

_____________________________
Sharon Scott, City Clerk

APPROVED AS TO FORM:

_____________________________
Kathy Hardy, City Attorney
CEDAR CREEK PARK, A PLAT COMMUNITY

A PORTION OF THE SE1/4 OF THE NW1/4 AND THE NE1/4 OF THE SW1/4

SECTION 29, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M.

CITY OF COVINGTON, KING COUNTY, WASHINGTON

SURVEY NOTES:

MONITORING DATE:

DATE OF SURVEY:

FIELD SURVEYED BY BARHAUSEN CONSULTING ENGINEERS, INC. CONDUCTED IN APRIL 2019.

REFERENCE:

3. SHAPE FILE NO. 105, 2007 (98)

NOTES:

1. SURVEY NO. 20180420000029 (19)

2. SURVEY NO. 20180222000004 (30)

PROCEDURE / INSPECTION:


2. DRAWING SHEET NO. 106A, 2007 (98)

NOTES:

ALL SURVEYS ARE IN U.S. SURVEY FEET

Barhauseen Consulting Engineers, Inc.

Sheet 3 of 7
CEDAR CREEK PARK, A PLAT COMMUNITY
A PORTION OF THE SE1/4 OF THE NW1/4 AND THE NE1/4 OF THE SW1/4
SECTION 29, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M.
CITY OF COVINGTON, KING COUNTY, WASHINGTON

LEGEND
- GET CITY OF COVINGTON MONUMENT IN CASE #10148 BRASS 3.24" CHAMFERED 3/4" STICKET, UPRIGHT AT COMPLETION OF CONSTRUCTION
- EGRESS GROVE - SEE "EGRESSES & ACCESS" NOTE ON SHEET 1
- PUBLIC WATERWORKS ENSIGN - SEE "PUBLIC WATERWORKS ENSIGN" NOTE ON SHEET 1
- PRIVATE STREET TANGENT ENSIGN - SEE "PRIVATE STREET TANGENT ENSIGN" NOTE ON SHEET 1
- PRIVATE STREET CEMENT ENSIGN - SEE "PRIVATE STREET CEMENT ENSIGN" NOTE ON SHEET 1
- CITY OF COVINGTON ROADWAY MONUMENT - SEE "CITY OF COVINGTON ROADWAY MONUMENT" NOTE ON SHEET 1
- BUILDING ENTRANCE ENSIGN - SEE "BUILDING ENTRANCE ENSIGN" NOTE ON SHEET 1

CONSULTING ENGINEERS, INC.

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**SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)**

**Application Name:** Cedar Creek Parke Subdivision & Major Tree Clearing Permit

**Application File Number:** LU16-0001/0020 & LU16-0002/0020

**Primary Contact:** Brian Hansen, PE  
Triad Associates  
20300 Woodinville-Snohomish Rd NE  
Woodinville, WA 98072  
425-415-2094

**Date of Issuance:** November 18, 2016

**Project Location:** The subject property is located south of SE 262nd St. and west of 204th Ave SE and consists of Parcel Nos. 292206-9008, 9137, and 9182. The site is situated in the SW/NW Quarter of Section 29, Township 22N and Range 6E in the City of Covington, King County, WA.

**Project Description:** The developer is proposing to subdivide 20.53 acres into 82 single family residential lots. The site will be accessed from SE 262nd St and 204th Ave SE. The development will also connect to 203rd Ave SE (existing street) along the southern portion of the site. 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 Kent Fire Department, Regional Fire Authority. A major tree clearing permit will be reviewed concurrently with the development application. The site contains critical areas.

**Environmental Documents:** Preliminary Plat (Triad, Revised 10/05/2016), Traffic Concurrency Analysis Report (City of Covington, December 2015), Drainage Report (Triad, Revised 10/04/2016), SEPA Environmental Checklist (received 06/16/2016), Arborist Report (dated 10/10/2016) and other information on file with the lead agency.

**Responsible Official/Lead Agency:** Richard Hart, 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 **December 5, 2016 (Extended due to Holiday)**. 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 December 19, 2016 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: ___________________________ Date: 11-15-16
ATTACHMENT A
SEPA Mitigation Measures for Cedar Creek Parke Subdivision & Major Tree Clearing Permit
File Numbers LU16-0001/0020 & LU16-0002/0020

Adequacy of Transportation
1. The developer, or subsequent owner, shall comply with CMC 12.105, which contains provisions for payment of Transportation Impact Fees (TIF). Per CMC 12.105.070, these fees will be calculated according to the fee schedule in effect at the time of building permit. Modifications to the project may result in a recalculation of the TIF at the discretion of the City of Covington.

2. The Washington State Legislature awarded the City of Covington $24 million for a project identified as the "Covington Connector" (204th Ave SE from SE 272nd St to SE 256th St.). Given the recent funding package, the developer is proposing to delay construction of their required dedication and frontage improvements along 204th Ave SE adjacent to the project site as the required improvements could be constructed as part of the Covington Connector. In the event that the State redistributes the budget, the city wants assurance that said frontage improvements along 204th Ave SE associated with Cedar Creek Parke will be constructed concurrent with this development. Therefore, the project is subject to the following conditions:

   a. The developer shall post a surety bond in an amount to cover the cost of constructing the portion of 204th Ave SE associated with the development of Cedar Creek Parke, as approved by the city. In general accordance with RCW 36.70A.070(6)(b), if 204th Ave SE is not constructed and no financial commitment has been made within six years of the development (by February 17, 2022), then the developer shall construct frontage improvements along 204th Ave SE adjacent to the Cedar Creek Parke development. Alternately, the developer may construct said improvements with the development of Cedar Creek Parke. Should the developer choose to construct said improvements, they will not be issued a credit toward their transportation impact fees as the Covington Connector project is not currently included in the City’s impact fee system.

   b. Prior to engineering review approval and issuance of a Notice to Proceed for construction, the developer shall provide verification that the design of 204th Ave SE (including but not limited to elevation of right-of-way, proposed alignments, etc.), as shown on the Cedar Creek Parke plat, will accommodate the Covington Connector.

   c. The developer shall grade the frontage along 204th Ave SE and dedicate the roadway as public right-of-way, in a form as approved by the city (final plat or separate agreement depending on timing of the construction of Cedar Creek Parke plat and the Covington Connector). No portions of any development requirements associated with Cedar Creek Parke plat, including stormwater detention facilities, shall be located within the right-of-way. The city will not be responsible for redesigning any aspects of the Cedar Creek Parke plat to accommodate the design of the Covington Connector.

   d. The City may, at its sole discretion, identify a subset of minimum improvements along 204th Ave SE as necessary to accommodate access and turning movements to the site at the location of Road A and the intersection of SE 262nd St. These minimum improvements shall be designed by the developer and shown on the engineering plans, and any additional requirements of the city will be a condition of engineering approval.

Adequacy of Fire Protection
4. The developer, or subsequent owner, can delay construction until such time as Kent Fire Department Regional Fire Authority can provide resources, equipment and personnel to produce acceptable response times for both a first response and an effective commercial firefighting force or the developer can exercise the voluntary agreement provisions of RCW 82.02.020 and voluntarily enter into a contractual agreement with Kent Fire Department Regional Fire Authority.

Adequacy of Water and Sewer Service
5. 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.

6. 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
7. 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.

8. 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.

9. During construction of the proposed improvements, the developer 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 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.

End
BEFORE the HEARING EXAMINER for the
CITY of COVINGTON

DECISION

FILE NUMBERS: LU16-0001/0020 and LU16-0002/0020

APPLICANT: Cedar Creek Parke, LLC
10220 NE Points Drive, Suite 310
Kirkland, WA 98033

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

STAFF RECOMMENDATION: Approve both applications subject to conditions

EXAMINER DECISION: GRANT both applications subject to conditions

DATE OF DECISION: February 27, 2017

INTRODUCTION

Cedar Creek Parke, LLC (the "LLC"), an Oakpointe Communities entity, seeks preliminary approval of Cedar Creek Parke, an 82-lot single family residential subdivision of a 20.53 acre site which is zoned R-4. The LLC seeks concurrent approval of a Major Tree Clearing Permit for the subdivision site.

The LLC filed the preliminary subdivision and Major Tree Clearing Permit applications on January 19, 2016. (Exhibit 2 et al. 2) The Covington Community Development Department ("Department") deemed the applications to be complete on February 17, 2017.

The subject property occupies the southwest quadrant of the 204th Avenue SE/SE 262nd Street intersection.

The Covington Hearing Examiner ("Examiner") viewed the subject property on February 21, 2017.

The Examiner held an open record hearing on February 21, 2017. 3 The Department gave notice of the hearing as required by the Covington Municipal Code ("CMC"). (Exhibit 26)

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1 Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such. 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.

2 The hearing was initially scheduled for February 6, 2017. (Exhibit 8) Unfortunately, a severe winter storm that day resulted in the closure of City Hall and postponement of the hearing. (Official notice)
HEARING EXAMINER DECISION
RE: LU16-0001/0020 & LU16-0002/0020 (Cedar Creek Parke)
February 27, 2017
Page 2 of 28

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

Exhibits 1 - 25: As enumerated in Exhibit 1, the Departmental Staff Report on pp. 34 & 35
Exhibit 26: Notice of Rescheduled Public Hearing, submitted February 21, 2017
Exhibit 27: E-mail from Eric Franson, February 7, 2017, submitted February 21, 2017
Exhibit 28: Illustrative Site Plan Map, submitted February 21, 2017
Exhibit 29: Voluntary Mitigation Agreement, proposed between the LLC and Puget Sound Fire Authority, submitted February 21, 2017
Exhibit 30: “About shallow wells,” a King County web site screen print, submitted February 21, 2017
Exhibit 31: Exhibit 6-6: Wetlands and Floodplains, from the City of Covington Comprehensive Plan Update 2015-2035, submitted February 21, 2017
Exhibit 32: King County iMap screen print, submitted February 21, 2017
Exhibit 33A – C: Photographs by Michael D. Blonski, submitted February 21, 2017
Exhibit 34: Map from an unidentified Chicago Title Insurance Company document, submitted February 21, 2017

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. The Cedar Creek Parke site (the “subject property”) is an assemblage of three rectangular parcels totaling 20.53 acres. The subject property has approximately 980 feet of frontage on the south side of SE 262nd Street and approximately 646 feet of frontage on the west side of 204th Avenue SE. (Its total north-south dimension is approximately 975 feet.) The subject property slopes generally from northeast to southwest, contains one single-family residence near its northwest corner, and is densely wooded, with deciduous trees predominating. The subject property contains six wetlands: most are clustered in the center of the property; one straddles the southern portion of the west property line and one straddles the central portion of the south property line. An off-site wetland lies a short distance west of the subject property near the “jog” in the west property line. (Exhibits 2; 4; 13; 16; 21; 23)

The LLC proposes to subdivide the subject property into 82 lots for single-family residences. The existing residence will be removed. Approximately 6.55 acres of the subject property (approximately

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4 The map depicts four lots abutting the north portion of the subject property’s west boundary. Based upon the notations on the map, it appears to be a depiction of King County short subdivision $89S0331$, recorded on February 3, 1994 ("9402039003").

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32%) will be preserved in critical area tracts, a recreation area tract, and a storm water facility tract. (Exhibits 4; 28) All proposed lots comply with City regulations. (Exhibit 1)

2. A number of neighboring property owners were actively involved in the review and public hearing process. With but one exception, none oppose the development per se. Rather, they are primarily concerned about a few issues: Traffic impact on the 204th Avenue SE corridor, effect of site clearing on trees on their adjoining properties, accuracy of wetland delineations, and affect of stormwater on nearby properties. 5 (Exhibits 7a – 7f; and testimony)

The participants, the locations of their residences, and their principal concerns are:

A. Rowland. The Rowland residence is located on Lot 2 of King County Short Subdivision S89S0331. It is the second lot south of SE 262nd Street on the east side of 200th Avenue SE. It backs up to Proposed Lots 1 and 2. (Exhibits 4, Sheet 1; 34; and testimony; confirmed by viewing the King County Parcel Viewer 2 website (gismaps.kingcounty.gov/parcelviewer2), last visited on February 24, 2017)

Rowland questions the accuracy of the wetland delineation along the western edge of the subject property. Rowland notes that the King County short plat depicts a wetland with a linear “tail” leading to the west edge of the subject property. Rowland wonders why that wetland depicted on their short plat does not continue on into Proposed Lots 1 – 3. Rowland also worries that the extensive clearing proposed will subject the trees on the Rowland property to increased danger of blowdown. Rowland also questions whether the common property line will be fenced. (Exhibit 7c; and testimony)

B. Roller. The Roller residence is located on Lot 3 of King County Short Subdivision S89S0331. It is the third lot south of SE 262nd Street on the east side of 200th Avenue SE. It backs up to Proposed Lots 3 - 6. (Exhibits 4, Sheet 1; 34; and testimony; confirmed by viewing the King County Parcel Viewer 2 website (gismaps.kingcounty.gov/parcelviewer2), last visited on February 24, 2017)

Roller worries that the proposed development might harm large cedar trees that essentially straddle the common property line. Roller concurs with Rowland about the wetness of the

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5 One commenter (Franson, Exhibit 27) mistakenly believes that a proposed connection of a street in the subdivision to 203rd Avenue SE will have to pass through his property. The proposed plat depicts a southerly connection of "Road B" within the plat to the current north end of 203rd Avenue SE at the subject property’s south line. (Exhibit 4) The segment of 203rd Avenue SE to which the subject development will connect lies north of and connects to SE 265th Street. (Exhibit 4) Franson lives in the 26600 block of 204th Avenue SE — nearly two blocks south of SE 265th Street. (Exhibit 27) There is a segment of 203rd Avenue SE which lies south of Franson’s property. It runs north from SE 272nd Street before dead-ending somewhere around the 26800 – 27000 block. (Exhibits 4; 32) The connection proposed from Cedar Creek Parke is to 203rd Avenue SE north of SE 265th Street, not to 203rd Avenue SE south of the 26800 – 27000 block area. (Exhibit 4) The proposal does not contemplate a connection of those two segments and, thus, does not contemplate extending 203rd Avenue SE through the Franson property.
area. Roller also would prefer that the development not be completed until area road improvements have been completed. 6 (Exhibit 7d; and testimony)

C. Blonski. The Blonski residence is located on Lot 4 of King County Short Subdivision S89S0331. It is the fourth lot south of SE 262nd Street on the east side of 200th Avenue SE. It backs up to Proposed Tracts B and C, to the east of which are Proposed Lots 6 - 9. (Exhibits 4, Sheets 1 and 2; 34; and testimony; confirmed by viewing the King County Parcel Viewer 2 website (gismaps.kingcounty.gov/parcelviewer2), last visited on February 24, 2017)

Blonski is worried that storm water in the proposed drainage facility may drain onto his property. 7 Blonski notes the extensive wetland shown on the King County short plat encumbering the eastern three-quarters of his property as an indicator that the area is quite wet. (Testimony)

D. Star. The Star residence is located on the most southerly of the parcels abutting the western property line. It backs up to Proposed Tract C, to the east of which is Proposed Tract D, the proposed stormwater control facility tract. (Exhibits 4, Sheets 1 and 2; 34; and testimony; confirmed by viewing the King County Parcel Viewer 2 website (gismaps.kingcounty.gov/parcelviewer2), last visited on February 24, 2017)

Star is worried that the storm water treatment facility to the east of his property might pollute his water well. Star’s well is located about 30 feet west of the common property line. (Exhibit 7a; and testimony)

E. May/Roth. The May/Roth residence is located on the north side of SE 262nd Street, opposite Proposed Lot 82. (Exhibit 4, Sheets 1 and 2; and testimony)

May/Roth “strongly, abhorrently and vehemently oppose[s]” the proposed subdivision. May opines that the area’s streets cannot handle additional traffic, that area schools cannot handle additional students, that trees should not be allowed to be cut down, that wildlife habitat loss would be “insurmountable,” that the City should be stripped of all its Arbor Day awards, that the electric distribution system cannot handle the increased load, that the City is growing too fast, and that the proposed density is excessive. (Exhibits 7e and 7f; and testimony)

3. Because of the limited topics of public concern, this Decision will focus almost exclusively on those topics. 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 listed above, the Department’s Report

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6 Mullinax, who lives on SE 260th Place some two-plus blocks northwest of the subject property, also commented that area street improvements should occur more quickly. (Exhibit 7b)

7 Fiebke, who owns property southwest of the subject property shares Blonski’s concern. (Testimony)
was not challenged. The following clarifications, additions, and/or corrections were made to the Department’s Report during the hearing:

A. Page 3. The citation to CMC 14.30.100 in the “120-day Review Clock” section is a typographical error. The citation should be CMC 14.35.050. (Testimony)

B. Page 13, § VI.A.6. The word “exitig” in the second to last sentence is a typographical error. The intended word was “existing”. (Testimony)

C. Pages 18, § VII.C.9 and 30, Recommended Condition 40. The reference to “SE 262nd Ave” is a typographical error. The correct name is “SE 262nd Street”. (Testimony)

D. Page 19, § VIII.A.4. The list of wetlands in the top paragraph on the page which now reads “Wetlands B, C, C and E”, is a typographical error. The intended list was “Wetlands B, C, D and E”. (Testimony)

In view of the fact that the application is without controversy (except with respect to the topics listed in Finding of Fact 2, above), no need exists to provide additional or separate analysis of the criteria within this Decision. Except as may be expressly modified or expanded herein, the findings, analysis, and conclusions within the Department’s Report are incorporated herein by reference as if set forth in full, subject to the above clarifications, additions, and/or corrections.

4. The proposed plat depicts three street connections to serve the 82 lots: A connection to SE 262nd Street aligned with 201st Place SE; a connection to 204th Avenue SE aligned with SE 264th Street; and a connection to the present stub end of 203rd Avenue SE, which in turn connects to SE 265th Place which connects easterly to 204th Avenue SE. (Exhibits 4; 28) The developer is required to construct internal streets to local access standards and construct frontage improvements along SE 262nd Street adjacent to the site. Frontage improvements along 204th Avenue SE will be delayed and constructed with the Covington Connector project. (Exhibits 1, p. 2; 10)

The Covington Connector project contemplates completion of an arterial connector between SE 256th Street at its intersection with SR-18 and SE 272nd Street (SR-516) using 204th Avenue SE. The plan contemplates upgrading 204th Avenue SE to full arterial standards. The Covington Connector will be developed in conjunction with development of the Lakepointe Urban Village Subarea to the north through which it will pass. Oakpointe is the developer of record for that project. (Exhibits 1; 5)

Significant funding for the Covington Connector has been awarded by the State of Washington. The state funding is expected to be split between the 2019 and 2021 biennial budgets. “30% design” drawings for the Covington Connector have been submitted to the City for review. The LLC hopes that the project will be “shovel-ready” by Summer 2017, although construction is not expected to start before 2018. The City anticipates that construction of the Covington Connector will be completed by 2021. Instead of requiring that frontage improvements be constructed when the
subdivision is constructed, the City has agreed to defer those improvements so that the entire 204th Avenue SE improvements can be constructed at one time. (Exhibits 1, pp. 2 and 3; 5; and testimony)

5. State law, reflected in City Code, requires that streets serving a proposed development meet local Level of Service (“LOS”) standards within six years of approval of the project. [RCW 36.70A.060 and CMC 12.100.020(4)] Even though 204th Avenue SE does not now meet required standards, it will within six years with completion of the Covington Connector. (Exhibit 1, p. 3)

6. Eleven or twelve existing 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 four intersections are affected by no or nearly no project traffic. The City has issued a Certificate of Transportation Concurrency for Cedar Creek Parke. (Exhibit 18; and testimony)

7. The City has adopted Tree Preservation and Protection regulations. [Chapter 18.45] Cedar Creek Parke must obtain a Major Tree Clearing Permit because the site is larger than two acres. [CMC 18.45.060(2)] Tree clearing is not allowed which would “significantly create or contribute to blowdowns”. [CMC 18.45.070(1)] The fundamental concept of the Chapter 18.45 CMC regulations is to preserve or replace at least 20 significant trees on sites larger than one acre. Trees to be preserved must be protected in tree tracts or by tree conservation easements. For sites between five and 30 acres, at least 7% of the site area, exclusive of regulated critical areas, must be set aside as tree tracts or easements, with no tree tract/easement being less than 7,000 square feet (“SF”). The tree tracts/easements must contain at least 15% of the total number of significant trees on the development site, but not less than 20 trees. If tree tracts are located in certain specified places, the required tree tract/easement area may be reduced from 7% to 6% of the site. If the required number of significant trees cannot be preserved, replacement trees may be planted at a 2:1 ratio. Replacement trees must be selected from a list provided by the City; at least 60% must be coniferous species. [CMC 18.45.080]

8. The requirements of Chapter 18.45 CMC require 1.15 acres to be set aside as tree tracts/easements. The L.I.C.'s preliminary plat proposes to locate its major tree tracts adjacent to protected critical areas, thus qualifying for the 1% reduction. Thus, the required tree tract area is 0.98 acres. The proposed preliminary plat depicts 1.06 acres of tree tracts, more than meeting the code requirement. The tree tracts are located next to the central critical areas tract, the south-central critical areas tract, and the critical areas tract in the southwest corner of the property. (Exhibits 1, p. 9, § IV.A.3; 4)

The subject property contains 1,566 significant trees, 235 of which would have to be preserved to meet the 15% requirement. The preliminary tree retention plan contemplates retention of 49 trees in tree tracts (plus retention of all trees within critical area tracts) and planting of 372 replacement trees within the tree tracts. (Exhibit 4, Sheet 10)

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8 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]
9. The LLC agreed to work with Roller and any other abutting property owners regarding the disposition of trees straddling or extremely close to the common property line. The LLC believes that such trees can be preserved through minor adjustments to grading and drainage plans during the engineering plan preparation phase of the development. (Testimony)

10. Historic reconnaissance-level investigations did not identify any wetlands either on the subject property or in the near vicinity of the subject property. (Exhibits 31 and 32) Field investigation of the subject property in October, 2015, discovered seven wetlands: Four entirely within the subject property (Wetlands D, E, F, and G), one straddling the south property line (Wetland C), one straddling the southern portion of the west property line (Wetland B), and one off-site to the west (Wetland A). All seven are Category III wetlands. However, the protective buffer required under City regulations is 125 feet for Wetland A and 75 feet for the remaining wetlands because of differing habitat scores. (Exhibits 4, Sheet 2; 23; 24)

Wetlands D, E, F, and G are depressional wetlands with no outlets. The LLC’s consultant believes that Wetland A drains toward the west or south. Wetland B drains to the south via a Type N stream located about 15 feet inside the Star property. (Star’s water supply well is located about 10 feet west of the west edge of Wetland B, which is about 30 feet west of the common property line. That Type N stream may well pass through the Fiebke property, as his property is located somewhat to the south of the Star property. Wetland C drains to the south through the off-site portion of that wetland. (Exhibits 4, Sheet 2; 23; 24; and testimony)

11. The LLC’s consultant did not delineate the complete extent of off-site Wetland A. The eastern edge of the wetland was surveyed, but the western extent was simply estimated based upon area topography. (Exhibit 24, especially the unnumbered last page in the exhibit; and testimony) The delineation of the eastern edge of Wetland A coincides closely with the depiction on King County Short Subdivision S89S0331 of the wetland on the Blonski property. (Cf. Exhibit 4, Sheet 2 with Exhibit 34)

The pond on Blonski’s property (Exhibit 33B) is likely within that portion of Wetland A which is located on the Blonski property. Only the western edge of the Blonski property is buildable. In addition to the wetland itself, the King County Short Plat depicts about a 25 foot wide “Sensitive Area” together with about a fifteen foot wide “Buffer” west of the wetland and a “Sensitive Area” encumbering the entire area east of the wetland within the Blonski lot. (Exhibit 34) Under current terminology, the wetland on the Blonski property (Wetland A) is protected by a wetland buffer (the “Sensitive Area”) plus a building setback area (the “Buffer”).

12. The City employed a consultant to provide a third-party peer review of the wetland data developed by the LLC’s consultant. During its May, 2016, site investigation, the City’s consultant noted water flowing southerly and then westerly out of Wetland G. (That southerly and then westerly flow could

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9 Because Wetland A lies off-site, complete investigation of its characteristics was not possible. (Testimony)
coincide with the linear wetland feature depicted crossing the Roller property on King County Short Subdivision S89S0331.) (Exhibits 23, cover letter p. 3; 34)

Further evaluation of the area by both the LLC's and the City's consultants resulted in the conclusion that the southerly flow out of Wetland G is not a stream as that word is defined in the CMC, but rather was simply overflow from Wetland G resulting from an extremely wet 2015/2016 rainfall year. The path that the water was taking had no defined channel; the soils in the path were not hydrophytic. Thus, the water's path is neither a stream nor a wetland. (Exhibit 23, cover letter pp. 3 and 4; and testimony)

13. The LLC proposes to protect all delineated wetlands on and partially on the subject property. Proposed Tract A (0.35 acres) in the northwest corner of the subject property will protect Wetland G. Proposed Tract J (1.93 acres) in the center of the subject property will protect Wetlands D, E, and F. Proposed tree protection Tract K (0.55 acres) bordering the north edge of Tract J, proposed tree protection Tract H (0.44 acres) bordering the eastern edge of Tract J, and proposed recreation Tract I (0.85 acres) bordering the western edge of Tract J will provide additional protection to the wetlands within Tract J. Proposed Tract F (1.09 acres) will protect Wetland C. Proposed tree protection Tract E (0.2 acres) will provide additional protection along the west edge of Tract F. Wetlands A and B will be protected by Proposed Tract C (0.73 acres) in the southwest corner of the subject property. Proposed tree protection Tract B (0.17 acres) will provide additional protection at the northern edge of Tract C. (Exhibit 4, Sheet 2)

The proposed plat design employs some wetland buffer averaging. (Exhibits 23 and 25) The buffer averaging proposal complies with CMC requirements. (Exhibit 1)

14. The subject property's geology is typical for the region. Beneath a 6" – 12" topsoil layer lies Vashon till (glacial till). The upper three to four feet of the till is weathered; the till below that depth is extremely dense. Perched groundwater is typical above the unweathered till. (Exhibit 21)

The unweathered till is, for all intents and purposes, impervious. (Exhibit 21, p. 8)

15. Storm water runoff control must comply with the requirements of the 2015 Department of Ecology Stormwater Management Manual for Western Washington ("2015 Ecology Stormwater Manual").[CMC 13.25.020; Exhibit 1, p. 12; and testimony]

Runoff currently leaves the property as sheet flow, primarily in the southwest corner of the subject property. It then joins the southerly flow out of Wetland B through various conveyances before entering the regional infiltration pond in the Timber Hills development located about one-half mile to the southwest. (Exhibit 16, p. 3-3 and Ex 1 of 5)

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10 The LLC's Preliminary Drainage Report states that the 2012 Ecology Stormwater Manual governs the proposal. (Exhibit 16, p. 1-2) This is incorrect. However, the differences between the two editions of the Ecology Stormwater manual make no difference in this case. (Testimony)
The LLC initially proposed to capture and convey stormwater runoff to a detention pond located in Proposed Tract D (1.60 acres) located due east of Proposed Tract C in the southwest corner of the subject property. The LLC changed the detention pond to a bioretention cell at the City’s request. (Testimony)

The current preliminary drainage plan proposes that runoff from impervious surfaces and yard runoff will be collected (an interceptor system is proposed along the back yards of the western tier of lots to collect yard runoff) and conveyed to the bioretention cell in Proposed Tract D. A second, smaller bioretention cell in Proposed Tract H will serve to recharge the wetlands in Proposed Tract J. The bioretention cell in Tract D is not intended to provide significant flow control. At this preliminary stage of planning, the City and the LLC expect that the downstream conveyance system between the subject property and the Timber Hills regional infiltration pond is capable of handling developed flows without on-site detention. If, during final engineering, that expectation is found to be inaccurate, the on-site system will be revised to provide any required detention. (Exhibit 16, pp. 1-2, 1-3, and 4-1 – 4-3)

16. Star’s water well is located some 130 feet west of the edge of the proposed bioretention cell. (Exhibit 4, Sheet 3; and testimony) According to King County, a properly protected water well is located at least 100 feet from any pollution source. (Exhibit 30) The proposed separation between the bioretention cell in Proposed Tract D and the Star well exceeds that standard by about 30% (130’ v. 100’). In addition, Wetland B lies between the Star well and the proposed bioretention cell. (Exhibit 4, Sheet 2)

17. Covington’s State Environmental Policy Act (SEPA) Responsible Official issued a Mitigated Determination of Nonsignificance (MDNS) for Cedar Creek Parke on November 18, 2016. (Exhibit 10) The MDNS was not appealed. (Testimony) The mitigation measures within the MDNS address the relationship between required frontage improvements to 204th Avenue SE and the Covington Connector, adequacy of fire protection, required water and sewer service extension agreements, erosion and sediment control during site development, Bald eagle protection requirements, and protection of area streets during site development. The MDNS mitigation measures have been carried forward by the Department as a recommended condition of approval. (Exhibit 1, p. 25, Recommended Condition 2)

18. The LLC does not object to any of the Department’s Recommended Conditions. (Testimony)

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

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**LEGAL FRAMEWORK**

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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 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
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.

[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. 12 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 February 17, 2016.

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 OF LAW

1. Washington State land subdivision regulations establish a two-step process: Preliminary approval and final approval. State law establishes a quasi-judicial preliminary approval process which includes an open record public hearing and decision by an impartial decision maker; state law establishes a mostly administrative process for review and approval of a final subdivision.

A “preliminary plat” is by law a neat and approximate drawing of a proposed subdivision. [CMC 17.10.260; see also RCW 58.17.020(4)] It is not intended to provide engineering detail and specifications. 13 It is intended to demonstrate that the proposed subdivision can comply with all

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12 The vesting regulations in former CMC 14.30.070 were repealed and replaced with an entirely different topic.
13 Although with the advent of computer assisted drafting systems, the Examiner has seen a quantum leap in the amount of detail included in preliminary plats and their supporting plans over the past 38 years.
applicable regulations, not to provide the detailed engineering associated with such compliance. Preliminary subdivision approval results in a plan for development of a site which is "neat and approximate" — more than conceptual, but less than detailed.

Once preliminary approval has occurred, the developer then sets about to convert those "neat and approximate" preliminary plans into full-fledged construction plans. That part of the process is wholly administrative. If, as the detailed engineering work proceeds, the developer believes that it would be beneficial to make some changes in the designs, it may request approval of such changes. If they are minor, they are handled administratively by City staff; if they are major, they require a quasi-judicial review process essentially like re-opening the preliminary subdivision review process. [CMC 17.20.030]

Once the detailed construction plans are approved, the developer does the grading, infrastructure construction (utilities, roads, drainage facilities, etc.), and sensitive areas mitigation (if applicable) to prepare the development for final plat approval.

The final plat process involves a closed record review by the City Council. If the developed project complies with all conditions of preliminary approval, it is granted final approval and the developer may record the plat and begin selling lots.

From the above synopsis of the process, one can see that detailed engineering detail is simply not required nor typically available during the preliminary subdivision review process. Those who are looking for that level of detail in the preliminary subdivision review process have an unrealistic expectation not grounded in either state law or local regulation.

2. Addressing the specific concerns of the hearing participants first will simplify addressing the formal criteria for approval.

A. May is the only participant who outright opposes the proposed development. None of May’s objections provide any basis to deny the proposed preliminary subdivision.

The proposal has passed the City’s traffic concurrency requirements. (Exhibit 18) State law and City code allow needed improvements to be provided within six years of project approval. All evidence indicates that the Covington Connector will be completed within the next six years. If it isn’t, there are conditions in place to require code-mandated improvements to 204th Avenue SE.

It is up to the local school district to advise the City if it’s schools cannot handle additional students. No such indication has been provided by the local school district. The subdivision is subject to school impact fees under Title 19 CMC.
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The City has adopted tree clearing regulations. [Chapter 18.45 CMC] The proposal complies with those regulations. No legal basis exists to require more from this developer. That May apparently doesn’t agree with the principles and requirements of the adopted tree retention regulations does not provide a basis to ignore the adopted regulations.

Wildlife presently living on the portions of the site which will be converted into streets and house lots will, most likely, be lost. That loss is a direct result of the legislative decision to urbanize this area. Urbanization is, generally speaking, incompatible with most wildlife species habitat, especially for animals such as deer, bear, coyote, etc. The legislative decision to designate and zone the area for urbanization amounts to a conscious choice of human habitat over wildlife habitat. That legislative choice is not debatable in the context of this (or any other quasi-judicial) application.

Comments about Arbor Day awards are completely outside the scope of consideration of this (or any other land development) application.

It is up to the local electric utility to advise the City if it’s facilities cannot handle additional land development. No such indication has been provided by the local electric utility.

May did not provide a citation to support his assertion that the state has told the City to slow down its growth. (Exhibit 7f) Even if he had, the Examiner must evaluate this and all applications under adopted regulations to which the application is vested. There is no regulation to which this application is vested which would require denial of the proposal in order to slow down the City’s rate of growth.

The proposed density is not at all excessive given the provisions of the zoning code which regulate development density. The proposed 82 lots (81 new dwelling units) meet the code’s base density requirement. In fact, the adopted zoning code would allow up to 123 dwelling units on the subject property. (20.53 acres x 6 du/ac = 123.18 dwelling units; see Exhibit 1, p. 6, § III.A.13)

B. Rowland is apparently relying on the 1989 (or thereabouts) King County short plat which depicts a narrow, linear wetland passing into the subject property from the Roller property. (Exhibit 34) The expert evidence in this hearing record, developed both by the LLC’s consultant and by the City’s third-party consultant, demonstrates that regardless of what folks in 1989 thought existed in the area, the linear feature that was depicted in 1989 as beginning at the west edge of the site and which (apparently) runs north into Wetland G is neither a regulated stream nor a regulated wetland under current regulations.

No City regulation requires fencing the perimeter of a residential subdivision. Therefore, the Examiner has no regulatory basis to require such fencing. In the absence of an adopted regulation, fencing is typically a private matter between abutting property owners. The
“public health, safety, and general welfare” and the “public use and interest” preliminary subdivision criteria set forth in state law and incorporated by reference into City code would provide the Examiner with authority to require fencing, but only if the “public health, safety, and general welfare” required fencing. Where abutting land uses are essentially the same, as is the case here, the Examiner has never found a public safety basis to exist. Fencing will be left as a private matter between abutting property owners.

The development density anticipated under the current R-4 zoning could not be achieved if most of the existing tree cover were preserved. While it is true that virtually all the on-site trees behind (directly east of) Rowland’s property will be cleared, it is also true that all existing trees in Proposed Tract A (a critical area protection tract) immediately north of Rowland’s property along the west edge of the subject property and all the existing trees in Proposed Tract J (the 1.93 acre critical area tract in the center of the site, due east of Rowland’s property) will be preserved. Those two tracts, especially Tract J, should provide substantial protection from blowdown caused by easterly winds.

C.
The interceptor drainage system proposed for the rear of Proposed Lots 1 – 9 should adequately protect the Roller property from stormwater runoff. The bioretention cell’s discharge into Wetland B will occur well south of Roller’s property; outflow from Wetland B will be to the south, away from Roller’s property.

As far as the trees along the common property line are concerned, the LLC promised to work with Roller (and any other similarly affected abutting property owners) to preserve trees that straddle or are in very close proximity to the property line. That promise constitutes a voluntary offer which should be memorialized by addition of an appropriately worded condition of preliminary subdivision approval.

D.
As previously stated, the bioretention cell’s discharge into Wetland B will occur well south of Blonski’s property; outflow from Wetland B will be to the south, away from Blonski’s property. The area immediately east of Blonski’s property will be partly a tree protection tract (Proposed Tract B) and partly a critical area protection tract (Proposed Tract C). If those areas are wet, as Blonski asserts, the absence of development within them should serve to not exacerbate any conditions within them.

Outflow from the bioretention cell will be discharged into Wetland B using a level spreader. The flow will then be southerly out of Wetland B via the existing outflow channel from the wetland. The route will essentially be the same as at present.

E.
Star’s well is significantly farther from the proposed bioretention cell than required by King County Health requirements. There is no evidence in the record to suggest that complying with those requirements would be insufficient in this case. Quasi-judicial decisions (which a preliminary subdivision decision is) must be based upon applicable statutes, ordinances,
policies, and facts contained within the record of the open record hearing. Neighborhood opposition alone may not justify denial of an application. [Sunderland Services v. Pasco, 127 Wn.2d 782, 797, 903 P.2d 986 (1995)] Such decisions must also be based upon facts, not fears. [Dept. of Corrections v. Kennewick, 86 Wn. App. 521, 937 P.2d 1119 (1997)]

3. The role of a comprehensive plan in development review is different now than it was before enactment of the Growth Management Act (GMA) in 1990 and the Local Project Review Act, Chapter 36.70B RCW, in 1995. The GMA requires localities which are subject to its requirements, which the City is, to enact development regulations to implement their comprehensive plans. [RCW 36.70A.040(3)] The Local Project Review Act establishes a mandatory “consistency” review for “project permits”, a term defined by the Act to include subdivisions. [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, emphasis added] Thus, state law holds that a comprehensive plan is applicable during project review only where development regulations have not been adopted to address a particular topic. The regulatory assumption is that plans set a framework for subsequent regulations which serve to control development actions.

4. The state Supreme Court has also addressed this issue. In Citizens v. Mount Vernon [133 Wn.2d 861, 947 P.2d 1208 (1997), reconsideration denied] the Court ruled that “[RCW 36.70B.030(1)] suggests … a comprehensive plan can be used to make a specific land use decision. Our cases hold otherwise.” [at 873]
Since a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts surrounding the appropriate use are resolved in favor of the more specific regulations, usually zoning regulations. A specific zoning ordinance will prevail over an inconsistent comprehensive plan. If a comprehensive plan prohibits a particular use but the zoning code permits it, the use would be permitted. These rules require that conflicts between a general comprehensive plan and a specific zoning code be resolved in the zoning code’s favor.

[Mount Vernon at 873-74, citations omitted] The City has adopted development regulations to implement any Comprehensive Plan policies that might otherwise be applicable in this case. Therefore, consideration of Comprehensive Plan policies is neither appropriate nor required.

5. Except as may be modified herein, the Department’s conclusions of compliance with approval criteria as set forth in Exhibit 1 are adopted by reference as if set forth in full.

6. The preponderance of the evidence shows that the proposed subdivision, conditioned as set forth herein, would conform with the general purposes of the comprehensive plan and with the applicable regulations of the zoning code and other land use controls. Therefore, the application conforms with the criteria of RCW 58.17.100 and .195. As noted above, the comprehensive plan has been implemented through development regulations, thus it is essentially not applicable in review of this application. All evidence indicates that Cedar Creek Parke complies with all zoning and other land use regulations.

6. The preponderance of the evidence shows that the proposed subdivision, conditioned as set forth herein, makes appropriate provisions for those items enumerated within RCW 58.17.110(2)(a); and serves the public use and interest. The proposed subdivision does not generate a requirement for transit stops, alleys, or other public ways.

7. None of the bases for denial set forth within RCW 58.17.120 are present in the instant case.

8. Cedar Creek Parke passes the “consistency” test: Single-family residential development is permitted under the applicable R-4 zoning; the proposed density is within the range allowed by CMC regulations; and adequate public utilities are available.

9. Chapter 14.85 CMC does not contain review criteria per se for Major Tree Clearing Permits. Rather, it contains a detailed set of requirements that must be met by anyone seeking approval of a Major Tree Clearing Permit. The evidence in the record demonstrates that the LLC’s proposal meets those requirements which can be assessed at the development permit review stage of the proposal.

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.

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

   A. 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.

   B. A new condition will be added to memorialize the LLC’s tree preservation offer discussed in Finding of Fact 9 and Conclusion of Law 2.C, above.

   C. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 2, 3, 4(a), 6–11, 13, 18, 24, 25, 32, 33, 37, 40, 41, 44, 45, 50, and 57 will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.

11. 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 Cedar Creek Parke preliminary subdivision SUBJECT TO THE ATTACHED CONDITIONS; and

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

Decision issued February 27, 2017.

[Signature]
John E. Galt
Hearing Examiner
HEARING PARTICIPANTS

Salina Lyons
Karisa Roller
Julie Rowland
Nelson Ogren
Mikaela Roth

Colin Lund
Michael D. Blonski
Steve Fiebke
Sean Star

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.”

The official Parties of Record register is maintained by the City’s Hearing Clerk.
CONDITIONS OF APPROVAL
LU16-0001/0020 & LU16-0002/0020
CEDAR CREEK PARKE

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 November 18, 2016, shall be incorporated into the design and construction of Cedar Creek Parke. (Exhibit 10)

4. Cedar Creek Parke 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 (5) years from the date of the Hearing Examiner’s decision, or as otherwise determined by adopted State statutes (RCWs).

5. If the developer submits a phasing plan for Cedar Creek Parke, said plan shall meet the following requirements:

   a) Pursuant to CMC 17.25.050, any phased development shall be approved within the prescribed time limits for the preliminary subdivision.

   b) Any plan for phasing shall include a narrative description or table which describes each phase and its associated improvements. In addition, the narrative or table shall demonstrate that each phase would comprise a “stand-alone” development which, should no subsequent phases be constructed, would meet or exceed the standards of the conditions of approval. The narrative shall also describe the proposed timeline for completion of the entire project and any proposals to bond for required unbuilt improvements.

   c) Each proposed phase shall provide no less than a proportionate fair share of required recreation facilities and tree preservation requirements with development. In cases where construction of a proportionate share improvement is not feasible or would result in incomplete facilities which do not mitigate the impacts of the phase, construction of the
entire improvement shall be required with the first phase, unless otherwise determined by the director,

d) All required off-site improvements which mitigate impacts associated with the subject phase shall be completed prior to final approval of the first phase, unless otherwise determined by the director.

6. Prior to engineering plan approval or issuance of the Notice to Proceed, the project data information on the civil plans shall be updated to reflect Exhibit 12 and as otherwise modified.

7. The final on-site recreation space design shall be submitted and approved prior to engineering plan approval or issuance of the Notice to Proceed. The on-site recreation space amenities, as required by CMC 18.35.150, shall be installed prior to the final plat approval, release of the performance financial guarantees for the site, or as otherwise determined by the city.

8. Prior to the release of any performance financial guarantees, the developer shall provide the city a certification letter, by a certified parks equipment installer, validating that the on-site recreation equipment was installed in accordance with the standard specifications.

9. Failure to meet the recreation space design standards in CMC 18.35.150 shall result in the requirement for the developer to pay a park fee-in-lieu for any deficient recreation space. If a park fee-in-lieu is to be applied at the time of building permit, then a note shall be added to the final plat that states:

The park fee-in-lieu shall be distributed evenly among the 82 single family lots in the plat and shall result in a fee of to be determined based on the recreation deficiency, plus current administrative charges, payable at the time of building permit issuance for each lot.

10. The HOA or its designee shall be responsible for the maintenance of any on-site recreation space, including all associated landscaping and improvements. This shall be a note on the face of the final plat and incorporated in the CC&Rs for the development.

11. The developer shall comply with CMC Title 19 which contains provisions for the collection of School Impact Fees. Pursuant to 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.

12. If the developer proposes a subdivision identification sign for Cedar Creek Parke, 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

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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.

13. Prior to submittal of the final tree preservation and replanting plan, the developer shall coordinate with abutting property owners regarding the protection and/or disposition of any significant tree located substantially on the common property line or whose drip line extends substantially over the common property line into the subject property. The developer’s final tree preservation and replanting plan, final grading plan, and final drainage plan shall demonstrate retention of significant trees on abutting properties which the owners thereof wish to preserve.

14. 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, phasing plans that may result in the removal of additional trees, 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.

15. The developer shall designate responsibility of the tree tracts to the HOA or other organization acceptable to the Director. All tree tracts 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. 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.

16. The developer shall post a three-year survivability bond, pursuant to CMC 18.45.080.10, for the original or replanted trees required under the tree tract requirement. The three-year tree survivability bond shall be posted prior to final plat approval.

17. The developer shall coordinate with Soos Creek Water and Sewer District and Covington Water 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.

18. 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.
19. 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.

20. To address the concerns regarding irrigation to recreation tracts, the developer shall, at a minimum, provide a water service stub to the recreation tract. A note shall be included on the face of the final plat and in the CC&Rs that the landscape tract shall utilize drought tolerant plants and any future costs for irrigation to the designated recreation spaces shall be borne by the HOA or its designee.

21. 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.

22. The developer shall provide mitigation for an increase in storm water 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.

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

24. To ensure that the stormwater collection, conveyance and treatment systems continue to provide their intended functions, the biofiltration swale, shown in Tract H and the stormwater facility shown in Tract D shall be dedicated to the city, unless otherwise determined by the city. The stormwater facility shown in Tract H shall be designated in a separate tract of the final engineering plans and shall not be combined with any other tract, particularly a private or HOA Tract.

25. A design deviation shall be submitted for the proposed reduction in onsite stormwater detention capacity, with mitigation measures as outline in an email from city staff dated July 12, 2016 (Exhibit 17).

26. If the developer determines it is feasible to utilize the stormwater facility in Tract B, Parcel No. 2922069201, it shall file a formal request to the Public Works Director for the use of a city stormwater facility in accordance with CMC 13.25.121 prior to engineering review approval. Any city approval for the use of the stormwater facility shall be considered a minor amendment and shall not require a new public hearing for the plat.

27. 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 tied 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.

28. 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.

29. All proposed storm pipes and facilities that do not lie within the public right-of-way shall be located in appropriate easements.

30. 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.

31. 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.

32. 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.

33. 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.

34. The developer shall dedicate and construct street improvements for the portion of SE 262\textsuperscript{nd} Street adjacent to the development and internal to the site, to local access street standards, unless otherwise determined by the city. The developer shall construct a connection to 203\textsuperscript{rd} Avenue SE, located at the southern end of the site, as shown on \textbf{Exhibit 4} (Road B).

35. The SEPA MDNS conditions regarding 204th Avenue SE as provided in \textbf{Exhibit 10} shall be addressed by the developer prior to engineering review approval and issuance of the Notice to Proceed.
36. The developer shall coordinate with Puget Sound Energy/IntoLight for design and construction of the illumination system. Illumination plans shall be provided to city prior to engineering plan approval or issuance of the Notice to Proceed.

37. 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.

38. The developer shall be required to underground all utilities in accordance with Section 8.01 and standard details in the Street Standards.

39. The developer shall comply with CMC Title 19 which contains provisions for the collection of Transportation Impact Fees. Pursuant to CMC 19.20.050, these 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 Transportation Impact Fees (Exhibit 18).

40. 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.

41. If street trees are 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.

42. The property owner shall be responsible for the maintenance of the planter strip including trees, shrubbery, grass, or other ground cover abutting their property, unless otherwise designated to the development’s Homeowner’s Association. The HOA shall be responsible for the maintenance of the planting strips along SE 262nd Street, including the portions adjacent to any designated tract. 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.

43. A note shall be provided on the final plat that preemptively designates the maintenance responsibilities for planter strips along 204th Avenue SE to the HOA.

44. 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.
45. The developer shall submit a final wetland buffer mitigation plan that provides final details and revisions to the conceptual plan, including but not limited to: final impact and mitigation details, a complete plant schedule, and detailed monitoring plan and schedule. The final wetland buffer mitigation plan shall be submitted prior to approval of the engineering plans or issuance of the Notice to Proceed, unless otherwise approved by the city.

46. The HOA or its designee shall be responsible for the maintenance of the wetland tracts, in accordance with CMC 18.65. This shall be a note on the face of the final plat and incorporated in the CC&Rs for the development.

47. The developer shall record a Sensitive Area Notice on Title for the delineated and mitigated wetland areas and their buffers prior to the release of any financial guarantees for the site.

48. Prior to final plat approval, the city will provide the developer notes addressing the long term stewardship and maintenance requirements of the on-site wetlands and wetland buffers that shall be noted on the final plat and incorporated into the HOA’s CC&Rs.

49. The developer shall submit a Sensitive Areas Bond Quantity Worksheet for approval that includes costs relative to the mitigation measures. The Sensitive Areas Bond Quantity Worksheet and corresponding financial guarantee for construction and monitoring of the mitigation shall be submitted prior to approval of the engineering plans or issuance of the Notice to Proceed, unless otherwise approved by the city. As-builds for the wetland and associated buffer shall be required prior to the release of any financial guarantees posted for the construction of the wetland mitigation. The mitigation shall be monitored for five years. The five-year monitoring financial guarantee shall be released after the city confirms that the mitigation goals and performance standards have been met.

50. The developer shall coordinate with their biologist to determine the location for access and what kind of access is necessary to accommodate mitigation and monitoring requirements. The final location and design of the access to all critical area and tree tracts shall be determined prior to engineering plan approval or issuance of the Notice to Proceed.

51. Prior to final plat approval, an easement across Tract D shall be provided for access to Tracts C and B. The easement language shall be written to absolve the city from any liability when used by the HOA.

52. The developer shall install critical area markers and signage in accordance with CMC 18.65.106. The developer shall provide a fence to delineate the boundary of the wetland areas from the developed lots. The developer shall be responsible for the cost of the signs and fencing, including installation. The sign shall be installed prior to the release of any performance financial guarantees for the site.
53. 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.

54. 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.

55. 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.

56. Walls constructed higher than 4 feet shall be required to obtain a separate building permit and approval by the city Development Review Engineer.

57. 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 Cedar Creek Parke development.

58. 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 be applicable to the lots that contain rockeries.

59. Prior to final engineering review approval, the developer shall identify lots that will be designed as daylight basements and shall be subject to the following conditions. The conditions shall be included as a note on the final plat:

a) Daylight basement lots as shown and approved by the City on the final engineering plans shall be constructed as daylight basement lots, unless an alternative configuration is approved by the City engineer.

b) Home builders and/or designers shall not be permitted to modify or change the final grade of the lots shown as daylight basement lots on the final engineering plans and as constructed in the field, unless an alternative configuration is approved by the City engineer.

c) Home designs on lots identified and graded as daylight basement with a minimum 8-foot elevation change shall provide habitable space on the lower floor, as defined by the International Residential Code.
60. 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.

61. All imported 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.

62. The developer shall enter into a Voluntary Agreement with Kent Fire for the preliminary plat. Any modifications to the voluntary agreement based on the revised plat shall be determined by the Puget Sound RFA.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

68. 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 SUPPLEMENT NUMBER 1 WITH DCI ENGINEERS FOR ADDITIONAL REAL ESTATE SERVICES FOR SR 516: JENKINS CREEK TO 185TH PLACE SE (CIP 1127) AND LOCAL AGENCY AGREEMENT SUPPLEMENT NUMBER 6 WITH WSDOT FOR THE SR 516: JENKINS CREEK TO 185TH PLACE SE (CIP 1127) PROJECT.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. WSDOT Standard Local Agency Agreement Supplement Number 1 with DCI Engineers
2. Washington State Department of Transportation – Local Agency Agreement Supplement Number 6

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:
In November of 2017 Council approved a contract with DCI Engineers for right-of-way acquisition services for CIP 1127. The original appraisals and appraisal reviews were done in mid-2017. Delays associated with receiving environmental permits and coordination of utility requirements have caused these reports to be out of date and must be renewed. This Supplement #1 is associated with developing final appraisal updates and reviews for acquisition. The full scope of work is included as Exhibit A of Attachment 1.

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

Staff is recommending that these agreement supplements be approved, and that the city continue the acquisition of right-of-way for CIP 1127.

FISCAL IMPACT:
Real estate services are included as part of the right of way costs budgeted in each individual Capital Improvement Project (CIP). CIP 1127 has $750,000.00 in federal funds allocated for project right-of-way, including the $84,731.00 for the previous agreement with DCI Engineers. The new agreement with DCI Engineers is for no more than $83,750.00 and will extend the completion date to 11/28/2019. The additional cost will be covered by the “Connecting Washington” legislative appropriation.
CITY COUNCIL ACTION:  _____Ordinance  _____Resolution  __X__Motion  _____Other

Council member ____________ moves, Council member _________________ seconds, to authorize the City Manager to execute Supplement Number 1 with DCI Engineers, in substantial form as that presented, in the amount of $83,750.00 for real estate services for CIP 1127 and Local Agency Agreement Supplement Number 6 with WSDOT for the SR 516: Jenkins Creek to 185th Place SE (CIP 1127) Project.

REVIEWED BY:  City Manager, City Attorney, Finance Director
The Local Agency of City of Covington desires to supplement the agreement entered into with DCI Engineers and executed on 11-28-2017 and identified as Agreement No. DCI 2017-1.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See EXHIBIT A for additional Scope of Work

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: The completion date has been extended to 11/28/19.

III

Section V, PAYMENT, shall be amended as follows:

The additional Scope of Work adds $83,450.00 to the contract.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement. If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Roxanne Grimm

Consultant Signature

By:

Approving Authority Signature

Date
Exhibit “A”
Summary of Payments

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<td>Direct Non-Salary Costs</td>
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<td>Fixed Fee</td>
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<tr>
<td>Total</td>
<td>$84,731.00</td>
<td>$83,750.00</td>
<td>$168,481.00</td>
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</table>

ADDITIONAL SCOPE

The original appraisals and appraisal reviews were completed in mid 2017. These completed reports are no longer acceptable and must be reviewed and up-dated to comply with Federal requirements. This supplement will provide for the final appraisals and appraisal reviews for all properties required for the project.

Sub-consultant cost break-downs are attached.
Subconsultant Cost breakdowns

**Appraisals from Steve Price: $52,000.00**

billed hourly at the following rates:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Partner, Valuation &amp; Consulting</td>
<td>$250/hour</td>
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<tr>
<td>Land Use Specialist</td>
<td>$130/hour</td>
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<tr>
<td>Technical Writer/Analyst</td>
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<tr>
<td>Market Research</td>
<td>$100/hour</td>
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<tr>
<td>Administrative</td>
<td>$65/hour</td>
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</table>

**Appraisal Review from Jim Lingeman: $23,750.00**

19 @ $1,250.00 = $23,750.00

**Additional Project Management: $8,000.00**

- Project Manager (Roxanne Grimm) 19 hours @ $180.00/hour = $3,500.00
- Right of Way Agent (Jennifer Oxrieder) 90 hours @ $50.00/hour = $4,500.00
Local Agency Agreement Supplement

Agency
City of Covington

Supplement Number
6

Federal Aid Project Number
STP-0516 (022)

Agreement Number
LA 7691

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on
All provisions in the basic agreement remain in effect except as modified by this supplement.
The change to the agreement are as follows:

Project Description
Name
SR 516; Jenkins Creek to 185th Place SE

Length 0.50 Miles

Termini
Vicinity of Jenkins Creek to the vicinity of 185th Place SE

Description of Work
✓ No Change

Reason for Supplement
The appraisals and appraisal reviews are no longer acceptable and must be reviewed and updated to comply with Federal
requirements. This supplement provides an extension for time and additional work.

Are you claiming indirect cost rate?  □ Yes  ✓ No

Project Agreement End Date
December 31, 2020

Are you claiming additional Right of Way or Easements?  ✓ Yes  □ No

Advertisement Date:


<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Estimate of Funding</th>
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<tr>
<td></td>
<td>(1) Previous Agreement/Suppl.</td>
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<tr>
<td>PE</td>
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<tr>
<td>a. Agency</td>
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</tr>
<tr>
<td>b. Other</td>
<td>SEE ATTACHMENT</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>Right of Way</td>
<td></td>
</tr>
<tr>
<td>f. Agency</td>
<td></td>
</tr>
<tr>
<td>g. Other</td>
<td>SEE ATTACHMENT</td>
</tr>
<tr>
<td>h. Other</td>
<td></td>
</tr>
<tr>
<td>i. State</td>
<td></td>
</tr>
<tr>
<td>j. Total R/W Cost Estimate (f+g+h+i)</td>
<td>0.00</td>
</tr>
<tr>
<td>Construction</td>
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</tr>
<tr>
<td>k. Contract</td>
<td></td>
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<tr>
<td>l. Other</td>
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<tr>
<td>m. Other</td>
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<tr>
<td>n. Other</td>
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<td>o. Agency</td>
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<td>p. State</td>
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<tr>
<td>q. Total CN Cost Estimate (k+m+n+o+p)</td>
<td>0.00</td>
</tr>
<tr>
<td>r. Total Project Cost Estimate (e+g+h+i)</td>
<td>0.00</td>
</tr>
</tbody>
</table>

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a
condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By

Title

Washington State Department of Transportation

By

Director, Local Program

Date Executed

DOT Form 140-041
Revised 05/2015

99 of 142
VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the State for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200,501 - Audit Requirements. If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your project’s Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).
# ATTACHMENT to City of Covington LA SUPPLEMENT #6

Federal Aid Number: STP-0516 (022)
Agreement Number: LA 7691
Project Title: SR 516; Jenkins Creek to 185th Place SE
Supplement Number: 6

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) PREVIOUS AGREEMENT/ SUPPLEMENT</th>
<th>(2) SUPPLEMENT</th>
<th>(3) ESTIMATED TOTAL PROJECT FUNDS</th>
<th>(4) ESTIMATED AGENCY FUNDS</th>
<th>(5) ESTIMATED FEDERAL FUNDS</th>
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<td>$64,300</td>
<td>$8,680</td>
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<td>$1,112,639</td>
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<td>i. State</td>
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<td>l. WSDOT GCB-1720</td>
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<tr>
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Agenda Item 1
Covington City Council Meeting
Date: November 27, 2018

SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY FROM THE PUBLIC REGARDING PROPOSED FISCAL YEAR 2019 BUDGET [SECOND OF TWO PUBLIC HEARINGS].

ATTACHMENT(S):

COUNCILMEMBERS AND STAFF: PLEASE REMEMBER TO BRING YOUR PRELIMINARY 2019 BUDGET WORKBOOK BINDERS TO THE MEETING. THANK YOU!

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:
This is the second of two public hearings to receive testimony from the public on the 2019 proposed operating and capital budget. This hearing is required to be held by RCW 35.33.057.

ALTERNATIVES:
N/A

FISCAL IMPACT:
N/A

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

HOLD PUBLIC HEARING TO RECEIVE TESTIMONY ON THE 2019 PROPOSED OPERATING AND CAPITAL BUDGET.
SUBJECT: PUBLIC HEARING FOR 2018 ANNUAL COMPREHENSIVE PLAN AMENDMENTS AND ASSOCIATED MUNICIPAL CODE AMENDMENT AND CONSIDER AN ORDINANCE AMENDING PORTIONS OF THE CITY OF COVINGTON 2015-2035 COMPREHENSIVE PLAN.

RECOMMENDED BY: Covington Planning Commission

ATTACHMENT(S):
1) Ordinance approving proposed Comprehensive Plan and Municipal Code Amendments including Exhibit A. 2017 CARA Map (Exhibit NE-2) in Comprehensive Plan

PREPARED BY: Ann Mueller, Senior Planner

EXPLANATION:
On May 8, 2018, after considering the recommendations of the Planning Commission and public comments, Covington’s City Council approved two requests for the final 2018 Docket to amend the Comprehensive Plan. The final 2018 Docket included one privately-initiated amendment and one city-initiated technical amendments.

| LA18-0002 (submitted 1/22/2018) | Oakpointe | Site-specific amendment to Lakepointe Urban Village Subarea: APNs: 1922069041, 3022069001, 2022069152, 2922069162, 2022069012, & 3022069090 18808 SE 256th St. | Amend various sections of the Comprehensive Plan to increase the housing and commercial square footage thresholds allowed within the Lakepointe Urban Village Subarea (e.g. allow 1,750 housing units 1.32 million square feet of commercial development with in the Lakepointe Urban Village Subarea). |
| LA18-0003 (submitted 1/22/2018) | City- initiated | City-wide amendment | Technical Amendments and minor updates to the comprehensive plan. |

City staff is currently working with Oakpointe on the necessary SEPA review of their proposed Comprehensive Plan amendments and associated changes to the Planned Action Ordinance and Development Agreement, which the city has determined necessitates the preparation of a Supplemental EIS (SEIS) that will include a new alternative (their proposed amendments) and new information. Thus, the Oakpointe docket item will not be reviewed this year. Before the City Council this evening for approval are city-initiated comprehensive plan amendments only.

1 The Growth Management Act allows exceptions to an annual docket timeline for the adoption of comprehensive plan amendments necessary to enact a planned action when addressed by a public participation program that includes a notice of the amendments and an opportunity to comment. (RCW 36.70A.130(2)(a)(v)) Thus, the Oakpointe docket item can be considered in 2019.
At the October 18, 2018 regular meeting, the Planning Commission held a public hearing on the city-initiated comprehensive plan amendments and associated code amendment to update reference. There was no public testimony or written comments provided and after deliberation the Planning Commission voted to recommend that the City Council approve the city’s proposed city-initiated Comprehensive Plan amendments and the associated code amendment (LA18-0003). These city-initiated comprehensive plan amendments are consistent with Covington’s Municipal Code (CMC) Chapter 14.25 Comprehensive Plan Amendments and the code amendment is consistent with CMC Chapter 14.27 Development Regulations and Zoning Map Amendments.

The City Council’s approval, modification, deferral, or denial of a comprehensive plan amendment proposal shall be based on the following criteria (CMC 14.25.060):

(1) Proposed amendments that meet one of the following criteria may be included in the final docket:

(a) If the proposed amendment is site specific, the subject property is suitable for development in general conformance with adjacent land use and the surrounding development pattern, and with zoning standards under the potential zoning classifications.

(b) State law requires, or a decision of a court or administrative agency has directed such a change.

(c) There exists an obvious technical error in the pertinent comprehensive plan provision.

(2) Proposed amendments that do not meet one of the criteria in subsection (1) of this section shall meet all of the following criteria:

(a) The amendment represents a matter appropriately addressed through the comprehensive plan, and the proposed amendment demonstrates a public benefit and enhances the public health, safety and welfare of the City.

(b) The amendment is in compliance with the three-year limitation rules as specified in CMC 14.25.040(3).

(c) The amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council.

(d) The proposed amendment addresses significantly changed conditions since the last time the pertinent comprehensive plan map or text was amended. “Significantly changed conditions” are those resulting from unanticipated consequences of an adopted policy or changed conditions on the subject property or its surrounding area, or changes related to the pertinent comprehensive plan map or text, where such change has implications of a magnitude that need to be addressed for the comprehensive plan to function as an integrated whole.

(e) The proposed amendment is consistent with the comprehensive plan and other goals and policies of the City, the Countywide planning policies, the Growth Management Act, other State or Federal law, and the Washington Administrative Code and other applicable law.

CITY-INITIATED COMPREHENSIVE PLAN AMENDMENTS

Following are staff’s proposed amendments to the Comprehensive Plan listed by Element (e.g. Land Use Element, Natural Environment Element) and the code amendment to update. The current version of Covington’s Comprehensive Plan can be viewed online here for reference with these proposed amendments and where these proposed amendment fit in with the existing text:
Current and Future Population, Housing, and Jobs

Covington has grown since its incorporation from a population of 12,900 in 1998 to 18,520 in 2015. See Exhibit LU-2. In 2018, the Washington State Office of Financial Management’s annual April 1 population estimate for the City of Covington was 20,080. This growth reflects Covington’s attraction as a residential community with middle income home-buying opportunities.

The Regional Growth Strategy in VISION 2040 sets out growth figures for the four-county region and for counties. City-specific allocations are not included in VISION 2040. However, Covington is considered a Small City and, along with other Small Cities, are not seen as having as great a share of growth as other categories of cities. In 2017, PSRC’s Executive Board approved the Growth Management Policy Board’s recommendation to adopt a minor technical amendment to VISION 2040 to reclassify Covington from a Small City to Larger City. Larger Cities are defined in VISION 2040 as home to important local and regional transit stations, ferry terminals, park-and-ride facilities, and other transportation connections. Each Larger City is expected to become a more important sub regional job, service, cultural, and housing center over time and have a current combined population and employment total over 22,500.

Yet, The City has had market interest and demand and there is unavoidable growth as seen in the already permitted pending development and the approved Lakepointe Urban Village – a planned development authorized with the Hawk Property Planned Action Ordinance. The City will exceed its jobs target just with pending development. With both pending development and the Lakepointe Urban Village, the City will exceed its housing target. In sum, the City has chosen to plan efficiently within its city limits and newly annexed Lakepointe area in a compact mixed-use pattern consistent with Growth Management Act (GMA) goals, VISION 2040 policies, and the Covington framework goals. The City will also work with King County to update its growth target in light of its local circumstances in future plan update cycles.

Low-impact development methods that mimic natural stormwater systems are now required, where feasible, by the City’s stormwater manual, as amended. These standards not only have value to manage water quality and quantity but also can be designed to contribute to open space systems and to soften streetscapes.
Future Land Use Designations & Corresponding Zoning Districts

Lakepointe Urban Village Subarea (formerly called the Hawk Property Subarea)

Pending a rezone consistent with Hawk Property Subarea Plan, the Mineral zone applies on an interim basis. Future zoning consistent with approved Hawk Property Subarea Plan Ord 01-14 includes the following:

- R-6 Urban Residential 6 Units Per Acre
- R-12 Urban Residential 12 Units per acre
- MR Mixed Residential
- RCMU Regional Commercial Mixed Use

Amendments to the Natural Environment Element

Page NE-2

Water and wetlands are all around

- Covington features several creeks, including Big Soos Creek, Little Soos Creek, Jenkins Creek, Cranmar Creek, and North Jenkins Creek tributary.
- Pipe Lake is the only lake within Covington; however, smaller open water areas occur elsewhere in the city, such as Spring Pond in Jenkins Creek Park.
- Wetlands are generally associated with creeks and Pipe Lake as well as groundwater seeps.
- Critical aquifer recharge areas (CARA) have been defined in Covington to protect the City of Kent’s (e.g. Armstrong Springs) and other special districts’ wellhead protection areas that may be susceptible to contamination. An updated CARA map based on the best available science at the time of adoption, and subject to future updates, is provided in Exhibit NE-2.

Page NE-5

CONTINUE TO IMPLEMENT LAWS THAT PROTECT THE NATURAL ENVIRONMENT.

Many laws at the local, state and federal levels influence Covington’s management of the natural environment. Three key local regulatory programs that protect Covington’s natural environment are discussed below.

- Washington’s Growth Management Act (GMA) sets forth a requirement for local jurisdictions to designate and protect critical areas, which include wetlands, areas with a critical recharging effect on aquifers used for potable water, fish, and wildlife habitat conservation areas, frequently flooded areas, and geologically hazardous areas. The City’s critical areas regulations, found in Chapter 18.65 of the Covington Municipal Code, aim to protect beneficial functions and protect against hazards. The City intends to apply its most current critical areas regulations and designation criteria at the time of development applications to ensure the best available science and most current and relevant information is considered.
- Pursuant to the Shoreline Management Act, the City adopted a comprehensive Shoreline Master Program in 2011 to regulate more
significant waterbodies. The program regulates Pipe Lake and the lower reaches of Jenkins Creek and Big Soos Creek.

- The City implements a Stormwater Program to help meet federal and state water quality requirements (the National Pollutant Discharge Elimination System or NPDES). This includes measures to promote low impact development to mimic natural systems.

Amendments to the Capital Facilities and Utilities Element
Universal amendment throughout this element to update the Kent Regional Fire Authority’s (KRFA) official name to Puget Sound Regional Fire Authority (PSRFA) as necessary.

Page CF-2
CAPITAL FACILITIES
The City provides capital facilities for municipal buildings, streets, parks and recreation, and stormwater. Other capital facilities are provided by non-City service providers as shown in Exhibit CF-1. The most recent version of these adopted capital facilities plans and documents listed in Exhibit CF-1 are hereby incorporated by reference.

Page CF-6
The City’s is also working on a PROS plan, as amended, that includes an updated six-year CIP and a longer-term parks plan.

Page CF-12

<table>
<thead>
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<th>Service Type</th>
<th>Level of Service Standard</th>
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<td>Municipal Buildings</td>
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<td>Target City Offices: 1,100 SF/1,000 Population</td>
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<td>Target City Maintenance Shops: 800 SF/1,000 Population</td>
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<tr>
<td>Police</td>
<td>0.75 Officers /1,000 Population</td>
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<td>Response time objectives consistent with Kent Regional Fire Authority Puget Sound Regional Fire Authority’s Capital Facilities and Equipment Plan, 2014-33, as amended</td>
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<td>Schools</td>
<td>Student to teacher ratios and student generation rates of the most recently adopted Kent School District, Capital Facilities Plan, 2015-16</td>
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<tr>
<td>Parks</td>
<td>See adopted Parks, Recreation, and Open Space Plan,</td>
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<tr>
<td>Stormwater</td>
<td>Stormwater Maintain existing capacity. New facilities are constructed in accordance with the 2013-2018 most current Western Washington Phase II Municipal Stormwater Permit.</td>
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<tr>
<td>Transportation</td>
<td>See Transportation Element</td>
</tr>
<tr>
<td>Water</td>
<td>Gallons per capita consistent with Covington Water System Plan Update, 2007, as amended</td>
</tr>
</tbody>
</table>
Wastewater

| Gallons per capita consistent with 2014 Soos Creek Water and Sewer District Sewer Comprehensive Plan, as amended and King County Regional Wastewater Services Plan, 2013 Comprehensive Review, as amended |

Page CF-14
Policy CF-10. Apply the most recent version of the adopted surface water design manual, as amended, as the minimum requirement for all development projects and other actions that could cause or worsen flooding, erosion, water quality, and habitat problems for both upstream and downstream development.

Amendments to the Parks, Recreation, and Open Space Element Page P-7
The standards based on the City’s adopted 2016 PROS Plan (draft 2015) are:

Comprehensive Plan Amendment Decision Criteria

14.25.060 Selection and decision criteria.
Considering that the comprehensive plan was developed after significant study and public participation, the principles, goals, objectives, and policies contained therein shall be granted substantial weight when considering any proposed amendment. Therefore, the burden of proof for justifying a proposed amendment rests with the applicant. The City Council’s approval, modification, deferral, or denial of an amendment proposal shall be based on the following criteria:

(1) Proposed amendments that meet one of the following criteria may be included in the final docket:

(a) If the proposed amendment is site specific, the subject property is suitable for development in general conformance with adjacent land use and the surrounding development pattern, and with zoning standards under the potential zoning classifications.

(b) State law requires, or a decision of a court or administrative agency has directed such a change.

(c) There exists an obvious technical error in the pertinent comprehensive plan provision.

Staff Findings: The majority of these proposed 2018 amendments are intended to clarify that the most recently adopted plan or document adopted or incorporated by references applies or to update information. Thus, classifying them as technical amendments to correct that omission. These edits are made to fully clarify that this was the original intent of the Comprehensive Plan when written and to not imply that older out of date plans and documents apply to new development and activities.

(2) Proposed amendments that do not meet one of the criteria in subsection (1) of this section shall meet all of the following criteria:

(a) The amendment represents a matter appropriately addressed through the comprehensive plan, and the proposed amendment demonstrates a public benefit and enhances the public health, safety and welfare of the City.

Staff Findings: These proposed 2018 amendments are appropriate to include in the comprehensive plan and provide clarification and update information that allow staff to
implement city policies and supporting regulations for the public benefit and enhances the public health, safety and welfare of the city.

(b) The amendment is in compliance with the three-year limitation rules as specified in CMC 14.25.040(3).

Staff Findings: These proposed amendments have not been proposed or reviewed by the City in the last three years.

(c) The amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council.

Staff Findings: No, these proposed amendments do not raise policy or land use issues that should be addressed by an ongoing work program.

(d) The proposed amendment addresses significantly changed conditions since the last time the pertinent comprehensive plan map or text was amended. “Significantly changed conditions” are those resulting from unanticipated consequences of an adopted policy or changed conditions on the subject property or its surrounding area, or changes related to the pertinent comprehensive plan map or text, where such change has implications of a magnitude that need to be addressed for the comprehensive plan to function as an integrated whole.

Staff Findings: Some of proposed amendments are correcting minor technical omissions to clarify the original intent; others include updates to the Land Use Element and address pertinent changes to zoning or other regional plans since the Comprehensive Plan was adopted in 2016.

(e) The proposed amendment is consistent with the comprehensive plan and other goals and policies of the City, the Countywide planning policies, the Growth Management Act, other State or Federal law, and the Washington Administrative Code and other applicable law.

Staff Findings: Yes, these amendments are consistent with the goals and policies of the Covington Comprehensive Plan 2015-2035, the Growth Management Act, as well as other applicable State or Federal laws.

ASSOCIATED CODE AMENDMENTS
CRITICAL AREAS (CMC 18.65)

Article IV. Critical Aquifer Recharge Areas
18.65.311 Critical aquifer recharge areas –Designation.
The Director may upon consultation with affected jurisdictions, and the affected local water purveyor, determine the location of aquifer recharge areas based on additional information about areas with susceptibility to ground water contamination or on changes to sole source aquifers or wellhead protection areas as identified in wellhead protection programs. See the Natural Environment Element of the Comprehensive Plan Exhibit D of the ordinance codified in this chapter for a map of potential aquifer recharge areas within the City of Covington.

CMC Amendment Decision Criteria
CMC 14.27.040 Decision criteria.
The City Council’s approval, modification, deferral, or denial of a code 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 amendment to CMC 18.65.311, updates the reference to the CARA Map located now proposed to be an exhibit in the Natural Environment Element, and is consistent with the goals and policies of the 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:** There is no proposed zoning map amendment. The proposed amendment is consistent with the City’s zoning code.

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

**Staff Findings:** Not Applicable. There is no proposed zoning map amendment proposed.

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

**Staff Findings:** Not Applicable. There is no proposed zoning map amendment proposed.

(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.

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

**Staff Findings:** These proposed amendments have not been proposed or reviewed by the City in the last three years.

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

**Staff Findings:** Not Applicable.

**Legislative Action**

This is a legislative action consistent with CMC 30.060, legal notice of this City Council public hearing was published in the Covington Reporter on November 9, 2018, more than 14-days prior to this scheduled public hearing. Notice was also posted on the city’s website and at city hall.

**Recommended Motion**

At tonight’s meeting the Council is scheduled to discuss the Planning Commission recommendation and vote on a final decision for the 2014 “docketed” city-initiated Comprehensive Plan and Development Regulation amendments. The Council must make a final decision to approve, modify, deny, or defer the proposed amendments by December 31, 2018.

**ALTERNATIVES:**

1. Recommend amendments to the proposed ordinance.
2. Return the issue to city staff for further study and analysis.
FISCAL IMPACT:
None associated directly with these amendments to the Comprehensive Plan or Development Regulations. Minor printing costs will be required to print new elements of the plan and pages of municipal code which will be accomplished within existing budgeted items of the city.

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

Council member ____________ moves, Council member _________________ seconds, to adopt an Ordinance approving the city-initiated 2018 Docket items to amend the 2015-2035 Comprehensive Plan and the associated amendment to the Covington Municipal Code.

REVIEWED BY:  City Manager; City Attorney. Acting Community Development Director, Finance Director
ORDINANCE NO. 09-2018


(AMENDING ORD. NO. 02-2016)

WHEREAS, the City has adopted procedures for amending the Comprehensive Plan, consistent with the requirements for amendments prescribed by the Growth Management Act, RCW 36.70A; and

WHEREAS, pursuant to RCW 36.70A.130, an adopted comprehensive plan is subject to continuing review and evaluation, but may be amended no more than once per calendar year; and

WHEREAS, on May 8, 2018, the Council considered these proposed amendments and adopted an official docket, directing that the Planning Commission further review and analyze certain proposed amendments; and

WHEREAS, the City's Planning Commission held a public hearing on October 18, 2018, to take public testimony on the proposed city-initiated amendments to the 2015-2035 Comprehensive Plan and an associate amendment to the Covington Municipal Code Section 18.65.311; and

WHEREAS, the Planning Commission has recommended that the City Council approve the proposed amendments to the 2015-2035 Comprehensive Plan and Covington Municipal Code Section 18.65.311; and

WHEREAS, the City Council held a public hearing on November 27, 2018, to consider the Planning Commission's recommendation and to take further public testimony; and

WHEREAS, the City Council has reviewed and considered the public testimony made at the public hearing(s), and other pertinent material regarding these amendments to the 2015-2035 Comprehensive Plan and Covington Municipal Code Section 18.65.311; and

WHEREAS, the City Council finds these proposed amendments to the 2015-2035 Comprehensive Plan and Covington Municipal Code Section 18.65.311 to be consistent with the GMA, and will protect and promote the health, safety, and welfare of the general public; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW), including the publication of a Determination of NonSignificance on August 31, 2018.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The Land Use Element, of the City of Covington 2015-2035 Comprehensive Plan, is hereby amended as follows:

Page LU-3

Current and Future Population, Housing, and Jobs
Covington has grown since its incorporation from a population of 12,900 in 1998 to 18,520 in 2015. See Exhibit LU-2. In 2018, the Washington State Office of Financial Management’s annual April 1 population estimate for the City of Covington was 20,080. This growth reflects Covington’s attraction as a residential community with middle income home-buying opportunities.

Page LU-8
The Regional Growth Strategy in VISION 2040 sets out growth figures for the four-county region and for counties. City-specific allocations are not included in VISION 2040. However, Covington is considered a Small City and, along with other Small Cities, are not seen as having as great a share of growth as other categories of cities. In 2017, PSRC’s Executive Board approved the Growth Management Policy Board’s recommendation to adopt a minor technical amendment to VISION 2040 to reclassify Covington from a Small City to Larger City. Larger Cities are defined in VISION 2040 as home to important local and regional transit stations, ferry terminals, park-and-ride facilities, and other transportation connections. Each Larger City is expected to become a more important sub regional job, service, cultural, and housing center over time and have a current combined population and employment total over 22,500.

Yet, The City has had market interest and demand and there is unavoidable growth as seen in the already permitted pending development and the approved Lakepointe Urban Village – a planned development authorized with the Hawk Property Planned Action Ordinance. The City will exceed its jobs target just with pending development. With both pending development and the Lakepointe Urban Village, the City will exceed its housing target. In sum, the City has chosen to plan efficiently within its city limits and newly annexed Lakepointe area in a compact mixed-use pattern consistent with Growth Management Act (GMA) goals, VISION 2040 policies, and the Covington framework goals. The City will also work with King County to update its growth target in light of its local circumstances in future plan update cycles.

Page LU-16
Low-impact development methods that mimic natural stormwater systems are now required, where feasible, by the City’s stormwater manual, as amended. These standards not only have value to manage water quality and quantity but also can be designed to contribute to open space systems and to soften streetscapes.

Page LU-23 Exhibit LU-14

Future Land Use Designations & Corresponding Zoning Districts

| Lakepointe Urban Village Subarea (formerly called the Hawk Property Subarea) | Pending a rezone consistent with Hawk Property Subarea Plan, the Mineral zone applies on an interim basis. Future zoning consistent with |
approved Hawk Property Subarea Plan Ord 01-14 includes the following:

- R-6 Urban Residential 6 Units Per Acre
- R-12 Urban Residential 12 Units per acre
- MR Mixed Residential
- RCMU Regional Commercial Mixed Use

Section 2. The Natural Environment Element, of the City of Covington 2015-2035 Comprehensive Plan, is hereby amended to include a new critical aquifer recharge area map Exhibit NE-2, as set forth in the attached Exhibit A and fully incorporated herein by this reference and further amended as follows:

Page NE-2

*Water and wetlands are all around*

- Covington features several creeks, including Big Soos Creek, Little Soos Creek, Jenkins Creek, Cranmar Creek, and North Jenkins Creek tributary.
- Pipe Lake is the only lake within Covington; however, smaller open water areas occur elsewhere in the city, such as Spring Pond in Jenkins Creek Park.
- Wetlands are generally associated with creeks and Pipe Lake as well as groundwater seeps.
- Critical aquifer recharge areas (CARA) have been defined in Covington to protect the City of Kent’s (e.g. Armstrong Springs) and other special districts’ wellhead protection areas that may be susceptible to contamination. An updated CARA map based on the best available science at the time of adoption, and subject to future updates, is provided in Exhibit NE-2.

Page NE-5

CONTINUE TO IMPLEMENT LAWS THAT PROTECT THE NATURAL ENVIRONMENT.

Many laws at the local, state and federal levels influence Covington’s management of the natural environment. Three key local regulatory programs that protect Covington’s natural environment are discussed below.

- Washington’s Growth Management Act (GMA) sets forth a requirement for local jurisdictions to designate and protect critical areas, which include wetlands, areas with a critical recharging effect on aquifers used for potable water, fish, and wildlife habitat conservation areas, frequently flooded areas, and geologically hazardous areas. The City’s critical areas regulations, found in Chapter 18.65 of the Covington Municipal Code, aim to protect beneficial functions and protect against hazards. The City intends to apply its most current critical areas regulations and designation criteria at the time of development applications to ensure the best available science and most current and relevant information is considered.
- Pursuant to the Shoreline Management Act, the City adopted a comprehensive Shoreline Master Program in 2011 to regulate more significant waterbodies. The program regulates Pipe Lake and the lower reaches of Jenkins Creek and Big Soos Creek.
- The City implements a Stormwater Program to help meet federal and state water quality requirements (the National Pollutant Discharge Elimination System or NPDES). This includes measures to promote low impact development to mimic natural systems.
Section 3. The Capital Facilities and Utilities Element, of the City of Covington 2015-2035 Comprehensive Plan, is hereby amended as follows:

A universal amendment shall be made throughout the Capital Facilities and Utilities Element to update the Kent Regional Fire Authority’s (KRFA) official name to Puget Sound Regional Fire Authority (PSRFA) as necessary.

Page CF-2

CAPITAL FACILITIES
The City provides capital facilities for municipal buildings, streets, parks and recreation, and stormwater. Other capital facilities are provided by non-City service providers as shown in Exhibit CF-1. The most recent version of theses adopted capital facilities plans and documents listed in Exhibit CF-1 are hereby incorporated by reference.

Page CF-6
The City’s is also working on a PROS plan, as amended, that includes an updated six-year CIP and a longer-term parks plan.

Page CF-12

Policy CF-1 Table. Level of Service Standards

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Level of Service Standard</th>
</tr>
</thead>
</table>
| Municipal Buildings| Base: 617 SF/1,000 Population  
Target City Offices: 1,100 SF/1,000 Population  
Target City Maintenance Shops: 800 SF/1,000 Population | |
| Police            | 0.75 Officers /1,000 Population                                                          |
| Fire Service      | Response time objectives consistent with Kent Regional Fire Authority Puget Sound Regional Fire Authority’s Capital Facilities and Equipment Plan, 2014-33, as amended | |
| Schools           | Student to teacher ratios and student generation rates of the most recently adopted Kent School District, Capital Facilities Plan, 2015-16 |
| Parks             | See adopted Parks, Recreation, and Open Space Plan,                                       |
| Stormwater        | Stormwater Maintain existing capacity. New facilities are constructed in accordance with the 2013-2018 most current Western Washington Phase II Municipal Stormwater Permit. |
| Transportation    | See Transportation Element                                                               |
| Water             | Gallons per capita consistent with Covington Water System Plan Update, 2007, as amended |
| Wastewater        | Gallons per capita consistent with 2014 Soos Creek Water and Sewer District Sewer Comprehensive Plan, as amended and King County Regional Wastewater Services Plan, 2013 Comprehensive Review, as amended |
Policy CF-10. Apply the most recent version of the adopted surface water design manual, as amended, as the minimum requirement for all development projects and other actions that could cause or worsen flooding, erosion, water quality, and habitat problems for both upstream and downstream development.

Section 4. The Parks, Recreation, and Open Space Element, of the City of Covington 2015-2035 Comprehensive Plan, is hereby amended as follows:

Page P-7

The standards based on the City’s adopted 2016 PROS Plan (draft 2015) are:

Section 5. Section 18.65.311 of the Covington Municipal Code is hereby amended as follows:

18.65.311 Critical aquifer recharge areas –Designation.
The Director may upon consultation with affected jurisdictions, and the affected local water purveyor, determine the location of aquifer recharge areas based on additional information about areas with susceptibility to ground water contamination or on changes to sole source aquifers or wellhead protection areas as identified in wellhead protection programs. See the Natural Environment Element of the Comprehensive Plan Exhibit D of the ordinance codified in this chapter for a map of potential aquifer recharge areas within the City of Covington.

Section 6. This ordinance shall be in full force and effect on five days after publication in the city’s newspaper of record. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 7. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in force and effect.

Passed by the City Council on the 27th day of November 2018.

_______________________
Jeff Wagner
Mayor

PUBLISHED: 11-30-2018
EFFECTIVE: 12-05-2018

ATTESTED:

_______________________
Sharon Scott, City Clerk

APPROVED AS TO FORM:

_______________________
Kathy Hardy, City Attorney
SUBJECT: CONSIDER APPOINTMENT TO THE HUMAN SERVICES COMMISSION

RECOMMENDED BY: Julie Johnston, Personnel & Human Services Planner

ATTACHMENTS: See application provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
Council interviewed one youth applicant for the Human Services Commission on November 27, 2018. Youth Position No. 4 has been vacant since March 31, 2017, and Youth Position No. 5 has been vacant since March 31, 2018.

NOTE: Ordinance Nos. 10-13, 04-05 § 1, and 22-02 § 1) Membership, terms, residence requirement: “Three members shall be adults residing or working within the City of Covington, two shall be adults residing inside or outside of the City of Covington but within a three-mile radius of the City limits and two shall be youth members between the ages of 14 and 18 years at the start of their terms residing in or within a three-mile radius of the City of Covington.

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

CITY COUNCIL ACTION: ___ Ordinance ___ Resolution ___ Motions ___ Other

Councilmember __________ moves, Councilmember ________________ seconds, to appoint ______________ to fill youth Position No. 4 on the Human Services Commission with a term expiring March 31, 2019.

REVIEWED BY: Personnel & Human Services Planner
               City Manager
SUBJECT: PRESENT ARTS COMMISSION RECOMMENDATION FOR VINYL WRAPS

RECOMMENDED BY: Arts Commission

ATTACHMENT(S):
1. The City of Covington, Call for Artists Entry
2. Arts Commission’s recommendation for vinyl wrapping three utility boxes

PREPARED BY: Pat Patterson, Recreation and Cultural Arts Manager

EXPLANATION:
The purpose of this agenda item is for the council to review and approve the Arts Commission’s recommendation for vinyl wrapping three utility boxes. Phase one includes three graphic designs:
2. (Box 5, K-3) “Eagle 2” by artist Linda McClamrock
3. (Box 6, B-5) “PNW Blues” by artist Allie Stodola

Artists’ designs will be fabricated onto vinyl prior to installation, and then later wrapped over three existing utility boxes on SR 516. The locations are:
1. Utility Box 4, Image A-2 – SR 516 and 168th Ave SE, next to Jack in the Box
2. Utility Box 5, Image K-3 – SR 516 and 172nd Ave SE, next to Taco Time
3. Utility Box 6, Image B-5 – SR 516 and Wax Road, next to US Bank

At their July 16, 2018 meeting, the Arts Commission finalized the language for the city’s call for artists. The call was sent to 450 artists and placed on the city’s website. Fifteen artists submitted ninety-six pieces of art to the city for consideration. An art selection panel consisted of Arts Commission members, three guest artists, and community members. The selection committee independently reviewed and rated each piece of art with a numerical value ranging from one to six. Each member of the panel rated the same piece of art as their first choice.

ALTERNATIVES:
1. Direct the Arts Commission to do further research and return at a later date with an updated recommendation.
2. Reject the recommended artwork and direct the Arts Commission to run another selection process.
3. Reject the Arts Commission’s recommendation and proceed no further.
FISCAL IMPACT:
The current estimated cost of the proposed project includes: artist stipends (3) ($1,500), installation ($4,500) and contingency ($1,000). This project will be funded through the city’s public art fund.

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

Council member ______________ moves, Council member ______________ seconds, to authorize the selection of three graphic designs and installation of vinyl wraps at SR 516 and 168th Ave SE, SR 516 and 172nd Ave SE, and SR 516 and Wax Rd. as recommended by the Arts Commission.

REVIEWS BY: Parks and Recreation Director, Finance Director, City Manager
City of Covington
Arts Commission

Call for Artists Entry

The City of Covington and the Covington Arts Commission announces a Call for Artists’ designs to transform select traffic signal cabinets. This project will utilize a public art application to enhance our City’s visual landscape. The City and Commission seek artists to help beautify the streets by transforming nine utility boxes and traffic signal cabinets within the City. Artists’ designs will be fabricated on vinyl and wrapped over existing utility boxes to visually beautify each cabinet and help deter graffiti and vandalism.

The Commission is seeking applicants who are both professional and emerging visual artists residing in Washington State to use their talents as painters, photographers, graphic designers or illustrators to help improve these structures. Accepted artwork must be able to be translated and digitally reproduced into a vinyl wrap format which will be installed directly onto the signal boxes and storage cabinet.

All work submitted must be of original design and reflect the theme of “water, air, earth.” The art theme is open to interpretation of one or all of the elements in the theme. Artists should keep in mind the size and structure of the boxes when submitting entries as well as the site location. Up to nine pieces of art will be selected.

Selection will be based on the following criteria:

1. Artist merit and graphic strength of proposed design
2. Contribution to esthetic and interpretation of the theme
3. The ability of the design to be translated onto a box wrap design
4. Completeness of application as noted in submission requirements
5. Ability to produce work within the agreed timeframe

Artist materials will be reviewed by the selection committee including representatives from the community, and arts professionals. Artists selected will be paid a $500 stipend for approved work and unlimited licensing use rights of that design for the program to enable reproduction onto traffic and box wraps. The City of Covington will be responsible for fabrication and installations of the final product.

All artwork submitted must be appropriate for viewing by all age groups and viewing in a public space. Designs that incorporate commercial advertisements will not be considered. The program also aims to deter graffiti and vandalism, and designs should not mimic or take the style of graffiti.

The time frame for completion is as follows:

Phase One: Box number 4, 5, and 6 — Winter 2019.
Phase Two: Box number 1, 2, and 3 — Spring 2019.
Phase Three: Box number 7, 8, and TBD — Spring 2020.

Updated 11/14/18
Submission requirements

Respondents should submit the following materials to Pat Patterson at ppatterson@covingtonwa.gov or in person to City Hall during regular business hours no later than 3:00 pm on September 7, 2018.

1. Artist name, the point of contact name, mailing address, telephone number, email address, and website if applicable.
2. One-page statement of interest briefly addressing the concept, design and how you approached the project.
3. One-page resume or curriculum vitae.
4. Annotated list of images. Please include artist name as a heading and a brief description of each image including title and original medium.
5. A maximum of 5 designs may be submitted for consideration. Original work can be created in any medium but must be submitted as a high-quality image as a JPG file at 100 dpi for review by the selection panel, minimum 800x600, maximum 1600 x1200.

5a. Final print ready files must be available if selected following these guidelines:

- Minimum of 50ppi at full 1:1 scale
- Formatted and edited using either Adobe Illustrator, Lightroom or Photoshop
- Incorporation of a one-inch bleed for the surface to be covered
- Highest quality resolution without loss of integrity or quality

Timeline:

(July 16, 2018) The announcement of the call to artists
(September 7, 2018) Art due for submissions
(September 26, 2018) Selection committee reviews submissions
(October 17, 2018) Selected artist(s) contacted
(January 2019) Box wrap fabrication
(January 2019) Installation

Disclaimer

The City of Covington and Covington Arts Commission reserves the right to delay or reschedule the conduct of, cancel, or reissue this Call for Artists for any reason it deems necessary to do so.

Applicants will be notified in the event of a delay, cancellation or reassurance.

The City of Covington and Covington Arts Commission does not discriminate based on race, color, age, ethnicity, religion, national origin, sexual orientation, gender identity, sex, marital status, or disability.

Updated 11/14/18
Box 1: SR 516 and Covington Way

Box 2: SR 516 and westbound SR 18 ramps

Updated 11/14/18
Box 3: SR 516 and eastbound SR 18 ramps

Box 4: SR 516 and 168th Ave SE

Updated 11/14/18
Box 7: SR 516 and 185th Ave SE

Box 8: SR 516 and 192nd Ave SE

Box 9: To Be Determined

Updated 11/14/18
Recommendation for Vinyl Wrapping Utility Boxes
Phase One: Boxes 4, 5, and 6

Alesha Krehbiel (A-2)

"Pacific North West: Where the Sea Meets the Sky"

Box 4: SR 516 and 168th Ave SE
Linda McClamrock (K-3)

"Eagle 2"

Box 5: SR 516 and 172nd Ave SE
SUBJECT: PROPOSED ORDINANCE TO SET THE 2018 PROPERTY TAX LEVY FOR COLLECTION IN 2019.

ATTACHMENT(S):
1. Proposed Ordinance
2. Property Tax Worksheet

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

Staff has proposed an estimated property tax levy increase of $XX. The increase will allow for any adjustments in revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made that are added to the worksheet by the county after adoption of the property tax levy ordinance.

A public hearing required under state law (RCW 84.55.120) to consider the city’s revenue sources and potential adjustments to property tax revenues was held on October 23, 2018. The deadline for setting 2018 property tax levies for cities in King County is November 30, 2018.

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

FISCAL IMPACT:
This ordinance sets the 2018 property tax levy for taxes to be collected in 2019. Covington’s estimated assessed value (AV) for 2019 is $2,733,259,167 including (estimated) $36,307,288 for new construction.

Based on the AV, the estimated total levy is $2,802,128. This includes the beginning levy of $2,731,263, plus one percent of the beginning levy equaling $27,313, plus relevy for prior year refunds $2,957, and an estimated amount for new construction of $40,595. A final amount to be levied for new construction, the state-assessed public utility value, and prior year refunds made will be determined by the assessor’s office.

Because the county does not have the final numbers for items such as new construction, the state-assessed public utility value, and refunds made at this time, language is included in the ordinance that gives the county permission to make changes based on the final numbers. This would result
in additional taxes for the city. Therefore, the amount that will be included in the ordinance to cover any additional revenue not included in the preliminary worksheet will be $2,850,000.

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

Councilmember ___________________ moves, Councilmember ___________________ seconds, to pass an ordinance, in substantial form as that attached hereto, setting the 2018 property tax levy for collection in 2019 at $2,850,000.

REVIEWED BY: City Manager; City Attorney; Finance Director.
ORDINANCE NO. 10-2018


WHEREAS, the city council of the City of Covington has met and considered its budget for the calendar year 2019; and

WHEREAS, the city council held a public hearing on October 23, 2018, and heard and duly considered relevant evidence and testimony regarding an increase in property tax revenues from January 1, 2019, to December 31, 2019; and

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

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

Section 1. The city council hereby establishes a regular property tax levy for 2018 for collection in 2019 in the amount of $2,850,000, which may include revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred, and refunds made in order to discharge the expected expenses and obligations of the city and in its best interest.

Section 2. This ordinance shall be in full force and effect five (5) days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

PASSED by the City of Covington City Council at a regular meeting thereof held on the 27th day of November 2018, and signed in the authentication thereof.

Mayor Jeff Wagner

ATTESTED:
Sharon Scott, City Clerk

PUBLISHED: November 30, 2018
EFFECTIVE: December 5, 2018

APPROVED AS TO FORM ONLY:

Kathy Hardy, City Attorney
City of Covington
Estimated Property Tax
2019

2018 Levy Amount= $ 2,731,263

x 1.0% 27,313

Increase in utility value -

Plus: New Construction 40,595

Plus: Annexation Levy -

Relevy for prior year refunds 2,957

2019 Property Tax Levy $ 2,802,128

Assessed Valuation $ 2,733,259,167

2019 Estimated Levy Rate= $ 1.02520

**EXAMPLE**

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<th>Tax Amount</th>
</tr>
</thead>
<tbody>
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<td>$ 393</td>
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<table>
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<th></th>
<th>2018</th>
<th>2019</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed Value</td>
<td>$ 2,468,206,903.00</td>
<td>$ 2,733,259,167.00</td>
<td>10.7387%</td>
</tr>
<tr>
<td>Tax Levy</td>
<td>$ 2,748,267.00</td>
<td>$ 2,802,127.63</td>
<td>1.96%</td>
</tr>
<tr>
<td>Levy Rate</td>
<td>$ 1.11810</td>
<td>$ 1.02520</td>
<td>-8.31%</td>
</tr>
<tr>
<td>Home value</td>
<td>$ 350,000.00</td>
<td>$ 387,585.30</td>
<td>10.74%</td>
</tr>
<tr>
<td>Tax Assessment</td>
<td>$ 391.34</td>
<td>$ 397.35</td>
<td>1.54%</td>
</tr>
</tbody>
</table>
SUBJECT: PROPOSED ORDINANCE AUTHORIZING A PROPERTY TAX INCREASE IN TERMS OF BOTH DOLLARS AND PERCENTAGES, TO BE COLLECTED IN THE 2019 TAX YEAR, AS REQUIRED BY RCW 84.55.120.

ATTACHMENT(S):
1. Proposed Ordinance

EXPLANATION:
To increase the 2018 regular property tax levy to be collected in the 2019 tax year, the city council needs to adopt a separate ordinance as required by RCW 84.55.120, which states in part:

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

The King County Assessor’s Office requires us to calculate the percent increase as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 levy amount</td>
<td>$2,758,576</td>
</tr>
<tr>
<td>Subtract last year's actual levy</td>
<td>(2,748,267)</td>
</tr>
<tr>
<td></td>
<td>$10,309</td>
</tr>
</tbody>
</table>

Divide increased amount over last year's actual levy:
$10,309/$2,748,267 = 0.38%

The attached ordinance meets the requirements of RCW 84.55.120.

FISCAL IMPACT:
This ordinance states the 2018 property tax levy increase as 0.38%, or $10,309, pursuant to state statute.
Councilmember _____________ moves, and Councilmember _____________ seconds, to pass an ordinance, in substantial form as that attached hereto, authorizing the 2018 property tax levy for taxes to be collected in 2019, to increase by 0.38 percent (0.38%), or $10,309, pursuant to RCW 84.55.120.

REVIEWED BY: City Manager; City Attorney; Finance Director.
ORDINANCE NO. 11-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, SPECIFICALLY AUTHORIZING A PROPERTY TAX INCREASE IN TERMS OF BOTH DOLLARS AND PERCENTAGES, TO BE COLLECTED IN THE 2019 TAX YEAR, AS PURSUANT TO RCW 84.55.120.

WHEREAS, the city council of the City of Covington has met and considered its budget for the calendar year 2019; and

WHEREAS, the city’s actual levy amount from the 2018 was $2,748,267; and

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

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

Section 1. An increase in the 2018 regular property tax levy is hereby authorized for the property tax levy to be collected in the 2019 tax year. The dollar amount of the increase over the actual levy amount from 2018 shall be $10,309, which is a percentage increase of 0.38% from 2018. The increase is in addition to revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 2. This ordinance shall be in full force and effect five (5) days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

PASSED by the City of Covington City Council at a regular meeting thereof held on the 27th day of November 2018, and signed in the authentication thereof.

______________________________
Mayor Jeff Wagner

ATTESTED:

______________________________
Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

______________________________
Kathy Hardy, City Attorney
DISCUSSION OF FUTURE AGENDA TOPICS:

7:00 p.m., Tuesday, December 11, 2018 Regular Meeting

(Draft Agenda Attached)
CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
  • National Wreaths Across America Proclamation (Mayor Wagner)
  • Honor Citizen Joe Hutchinson (Council)

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: October 23, 2018 Study Session; October 23, 2018 Regular Meeting; October 27, 2018 Budget Workshop; November 13, 2018 Study Session; November 13, 2018 Regular Meeting; November 27, 2018 Study Session; and November 27, 2017 Regular Meeting (Scott)
C-2. Vouchers (Hendrickson)
C-3. Authorize the City Manager to Execute an Agreement for Recycling Events for 2019 (Vondran)
C-4. Pass Ordinance Adopting a 2018 Budget Amendment (Hendrickson)
C-5. Authorize the City Manager to Execute an Agreement with Parametrix for Environmental Consulting Services (Lyons)

PUBLIC HEARING
1. Receive Public Testimony and Consider Ordinance Adopting Puget Sound Regional Fire Authority Capital Facilities Plan and Impact Fees (Lyons)

NEW BUSINESS
2. Consider Ordinance Adopting FY2019 Operating & Capital Budget and Implementing FY2019 Cost of Living Adjustment for City Employees (Hendrickson)
3. Consider Resolution to Update the City’s Fee Schedule for 2019 (Thompson)
4. 2018 Third Quarter Financial Report (Hendrickson)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS
PUBLIC COMMENT *See Guidelines on Public Comments above in First Public Comment Section

EXECUTIVE SESSION

- To Review the Performance of a Public Employee Pursuant to RCW 42.30.110(1)(g).

ADJOURN

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