



CITY COUNCIL REGULAR MEETING AGENDA

www.covingtonwa.gov

Tuesday, July 27, 2021
7:00 p.m.

Telephonically/Virtually
via Zoom Platform

Note: A Special Meeting – Discuss Possible Sales Tax Increases is scheduled from 6:00 to 7:00 p.m.

This city council regular meeting will be held telephonically and virtually in compliance with state executive and legislative actions responding to the COVID-19 emergency.

The City Council Regular Meeting will be held as follows:

Join Online: <https://us02web.zoom.us/j/89595280816?pwd=MIE5STRWaUNPV1RrRjdpdTJXOGxKQT09>

Passcode: 07-27Cov

Join by Phone: 253-215-8782

Webinar ID: 895 9528 0816

Passcode: 41549096

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

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: June 8, 2021 Special (Interview) and Regular Meeting and June 22, 2021 Special (Interview) and Regular Meeting (Michaud)
- C-2. Vouchers (Parker)
- C-3. Consider Rejecting All Bids for the Public Works Office Carpet Replacement on the Second Floor of City Hall (Bates)
- C-4. Authorize City Manager to Execute an Amendment to the Professional Services Agreement with Perteet, Inc. for On-Call Engineering Services, Development Review, and Construction Site Inspections (Thompson)

REPORTS OF COMMISSIONS

- Arts Commission
- Economic Development Council
- Equity, Cultural, and Social Justice Commission
- Human Services Commission
- Parks & Recreation Commission
- Planning Commission
- Youth Council

NEW BUSINESS

1. Review 2021 Summit Action Items List (Bolli)
2. Review the 2021 Urban Growth Capacity Report and King County Jurisdiction Growth Targets 2019-2044 (Harriman)
3. Consider an Ordinance Adopting Interim Zoning Regulations Related to Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters for a Period of Six Months in Response to HB 1220; Adding New Sections to Chapter 18.20 CMC; Amending CMC 14.30.040, CMC 18.20. 1305, CMC 18.25.030, CMC 18.31.080 (Harriman)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT See guidelines above in first public comment section

EXECUTIVE SESSION – if needed

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: July 27, 2021

SUBJECT: APPROVAL OF MINUTES: JUNE 8, 2021 CITY COUNCIL SPECIAL (INTERVIEW) AND REGULAR MEETING MINUTES AND JUNE 22, 2021 CITY COUNCIL SPECIAL (INTERVIEW) AND REGULAR MEETING MINUTES

RECOMMENDED BY: Joan Michaud, City Clerk

ATTACHMENT(S): Proposed Minutes.

PREPARED BY: Joan Michaud, City Clerk

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the June 8, 2021 City Council Special (Interview) and Regular Meeting Minutes and June 22, 2021 City Council Special (Interview) and Regular Meeting Minutes.

City of Covington
Special and Regular City Council Meeting Minutes
Tuesday, June 8, 2021

NOTE: *These City Council meetings were held telephonically and virtually in compliance with state executive and legislative actions responding to the COVID-19 emergency.*

INTERVIEW: The Council conducted an interview for the Equity, Cultural, and Social Justice Commission from 6:40 p.m. to 7:00 p.m. Applicant interviewed: David Scalabrini. The applicants for the Youth Council and Human Services Commission did not attend their scheduled interviews.

The Regular Meeting of the City Council of the City of Covington was called to order Tuesday, June 8, 2021, at 7:02 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Elizabeth Porter, Kristina Soltys, and Sean Smith.

COUNCILMEMBERS ABSENT:

Jared Koukal.

STAFF PRESENT:

City Manager Regan Bolli, Covington Police Chief Andrew McCurdy, Public Works Director Don Vondran, Finance Director Casey Parker, City Attorney Mark Orthmann, City Engineer Bob Lindskov, Planning Manager Ryan Harriman, Senior Planner Ann Mueller, Desktop Support Technician Keith Drury (in person), and Executive Assistant/Deputy City Clerk Krista Bates.

All attendees present via Zoom except as noted.

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

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

The agenda was approved as amended to remove New Business Items No. 2 and No. 3.

PUBLIC COMMUNICATION:

- Angela San Filippo, AICP, South King Housing and Homelessness Partners provided an update.

PUBLIC COMMENT:

Mayor Wagner called for public comments from the public attending via Zoom.

Unapproved Draft: June 8, 2021 City Council Special (Interview) and Regular Meeting Minutes
Submitted for Approval: July 27, 2021

Members of the public providing comments: Paul (attempted to speak but was unable due to technical difficulty) and Laura Slaney.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: City Council May 11, 2021 Special Meeting – Joint Study Session with Covington Economic Development Council and Covington Chamber of Commerce Board Minutes and City Council May 11, 2021 Regular Meeting Minutes.

C-2. Vouchers: Vouchers #42303 - #42367, including ACH payments and electronic funds transfers in the amount of \$709,678.50, dated May 21, 2021.

C-3. Authorize City Manager to Execute Local Agency Agreement Supplement Number 6 with Washington State Department of Transportation, Obligating the Remaining Connecting Washington Funds for the Covington Connector Project (CIP 1201) and Executive Amendment Numbers 2 and 3 with Transpo Group for Additional Construction Management Services and Execute a Washington State Department of Transportation Construction Agreement.

C-4. Authorize City Manager to Execute a Public Works Agreement with Wolfskill Construction, LLC for Forest Crest Detention Pond Restoration Project.

The consent agenda was approved as presented.

PUBLIC HEARING:

1. Receive Public Testimony and Consider Ordinance Regarding the Privately Initiated Comprehensive Plan Amendments to the Land Use Element and Economic Development Element to Allow an Increase in the Maximum Dwelling Units and Commercial Square Footage Development Within Lakepointe Urban Village Subarea and Associated Amendments to Ordinance No. 04-14, The Planned Action for the Lakepointe Urban Village Subarea.

Senior Planner Ann Mueller began the presentation on this item. Ms. Mueller then turned the presentation over to Lisa Grueter, Principal Planner, with BERK Consulting. Police Chief McCurdy provided information on this item. Public Works Director Don Vondran provided information on this item. Nancy Rogers, land use attorney representing Oakpointe, provided further information on this item.

Mayor Wagner called for public comments for the public hearing from the public attending via Zoom.

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

Public comments were received via email and U.S. mail for the public hearing by Debra Beach, Louise Davenport, Bill Meservey, and Manuel Rodriguez.

Councilmembers provided comments and asked questions, and Ms. Mueller, Ms. Rogers, Kim Pratt (Madrona Law representing city), Police Chief McCurdy, and Mr. Vondran provided responses.

ORDINANCE NO. 04-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO THE CITY OF COVINGTON 2015-2035 COMPREHENSIVE PLAN BY AMENDING THE LAND USE ELEMENT AND THE ECONOMIC DEVELOPMENT ELEMENT, CITY FILE NUMBER. LA18-0002; AMENDING ORDINANCE NO. 02-2016; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Harjehausen moved and Councilmember Cimaomo seconded to adopt Ordinance No. 04-2021 relating to amendments to the Land Use Element and the Economic Development Element of the city's 2015-2035 Comprehensive Plan. The city clerk shall transmit a copy of the comprehensive plan amendments to the Washington State Department of Commerce within 10 days of the council's final adoption. Vote: 5-1 (voting yes: Smith, Soltys, Harjehausen, Cimaomo, and Wagner; voting no: Porter). Motion carried.

ORDINANCE NO. 05-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING ORDINANCE NO. 04-14, THE PLANNED ACTION ORDINANCE FOR THE HAWK AREA PROPERTY, NOW REFERRED TO AS THE LAKEPOINT URBAN VILLAGE SUBAREA; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Soltys moved and Councilmember Cimaomo seconded to adopt Ordinance No. 05-2021 relating to amendments to Ordinance No. 04-14, the Planned Action for the Lakepointe Urban Village Subarea. The city clerk shall transmit a copy of the amended planned action ordinance to the Washington State Department of Commerce and Department of Ecology within 10 days of council's final adoption. Vote: 5-1 (voting yes: Smith, Soltys, Harjehausen, Cimaomo, and Wagner; voting no: Porter). Motion carried.

NEW BUSINESS:

2. Consider Appointment to Youth Council (removed from agenda).
3. Consider Appointment to Human Services Commission (removed from agenda).
4. Consider Appointment to Equity, Cultural, and Social Justice Commission.

Council Action: Councilmember Porter moved and Councilmember Harjehausen seconded to appoint David Scalabrini to fill Position No. 13 on the Equity, Cultural, and Social Justice Commission with a term expiring September 30, 2023. Vote: 6-0. Motion carried.

5. Consider Resolution Adopting Six-Year 2022-2027 Transportation Improvement Program.

City Engineer Bob Lindskov gave the staff report on this item.

RESOLUTION NO. 2021-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, WASHINGTON, ADOPTING THE 2022-27 SIX-
YEAR TRANSPORTAION IMPROVEMENT PROGRAM.

Council Action: Councilmember Cimaomo moved and Councilmember Harjehausen seconded to pass Resolution No. 2021-06 adopting the City of Covington 2022-27 Six-Year Transportation Improvement Program. Vote: 6-0. Motion carried.

FUTURE AGENDA ITEMS:

Councilmembers reviewed future agenda items.

Councilmembers Porter, Harjehausen, Cimaomo, and Mayor Pro Tem Smith approved to bring to a future meeting to evaluate the city's growth targets. There was discussion and clarification sought and received by Mr. Bolli.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

There was Council consensus to accept \$5.9 million in American Rescue Plan Act funds.

There was Council consensus to reschedule the two applicants who missed their interviews to June 22 starting at 6:20 p.m.

PUBLIC COMMENT:

Mayor Wagner called for public comments from the public attending via Zoom.

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

Unapproved Draft: June 8, 2021 City Council Special (Interview) and Regular Meeting Minutes
Submitted for Approval: July 27, 2021

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:48 p.m.

Joan Michaud
City Clerk

City of Covington
Special and Regular City Council Meeting Minutes
Tuesday, June 22, 2021

NOTE: *These City Council meetings were held telephonically and virtually in compliance with state executive and legislative actions responding to the COVID-19 emergency.*

INTERVIEW: The Council conducted an interview for the Youth Council from 6:40 p.m. to 6:50 p.m. Applicant interviewed: Geraldine Garces.

The Regular Meeting of the City Council of the City of Covington was called to order Tuesday, June 22, 2021, at 7:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Jared Koukal, Elizabeth Porter, Kristina Soltys, and Sean Smith.

STAFF PRESENT:

City Manager Regan Bolli, Covington Police Chief Andrew McCurdy, Parks and Recreation Director Ethan Newton, City Engineer Bob Lindskov, Planning Manager Ryan Harriman, Finance Director Casey Parker, City Attorney Mark Orthmann, Desktop Support Technician Keith Drury (in person), and Executive Assistant/Deputy City Clerk Krista Bates.

All attendees present via Zoom except as noted.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

The agenda was approved as presented.

PUBLIC COMMENT:

Mayor Wagner called for public comments from the public attending via Zoom.

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

APPROVE CONSENT AGENDA:

C-1. Vouchers: Vouchers #42368 - #42406, including ACH payments and electronic funds transfers in the amount of \$1,073,034.28, dated June 4, 2021; Paylocity Payroll Voucher #1013843316 - #1013843327 inclusive, plus employee direct deposits and wire transfers, in the amount of \$243,272.60, dated May 28, 2021; and Paylocity Payroll Voucher #1013918119 - #1013918124 inclusive, plus employee direct deposits and wire transfers, in the amount of \$223,515.05, dated June 11, 2021.

C-2. Authorize the City Manager to Enter into an Agreement with King County for Environmental Mitigation for the SR 516: Jenkins Creek to 185th Place SE Project (CIP 1127).

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:

Arts Commission – Chair Marita Ledesma gave the report.

Economic Development Council – No report.

Equity, Cultural, and Social Justice Commission – Bronwyn Thomas gave the report.

Human Services Commission – Chair Debbie Jacobson gave the report.

Parks & Recreation Commission – No report.

Planning Commission – Chair Jonathan Ingram gave the report.

Youth Council – No report.

NEW BUSINESS:

1. Consider Appointment to Youth Council.

Council Action: Councilmember Porter moved and Councilmember Soltys seconded to appoint Geraldine Garces to fill Position No. 8 on the Youth Council with a term expiring June 30, 2023 (the last day of the month of graduation from high school). Vote: 7-0. Motion carried.

2. Public Records Act Training Related to Text Messages and Personal Devices.

City Attorney Mark Orthmann gave the staff report on this item.

FUTURE AGENDA ITEMS:

Councilmembers reviewed future agenda items.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

PUBLIC COMMENT:

Mayor Wagner called for public comments from the public attending via Zoom.

Members of the public providing comments: Jonathan Ingram and Jeff Powell.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:06 p.m.

Joan Michaud
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: July 27, 2021

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers #42497 - #42561, including ACH payments and electronic funds transfers in the amount of \$2,267,360.94, dated July 16, 2021; and Paylocity Payroll Voucher #1014061670 - #1014061676 inclusive, plus employee direct deposits and wire transfers, in the amount of \$246,147.37, dated July 9, 2021.

PREPARED BY: Casey Parker, Finance Director

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #42497 - #42561, including ACH payments and electronic funds transfers in the amount of \$2,267,360.94, dated July 16, 2021; and Paylocity Payroll Voucher #1014061670 - #1014061676 inclusive, plus employee direct deposits and wire transfers, in the amount of \$246,147.37, dated July 9, 2021.

Consent Agenda Item C-3

Covington City Council Meeting

Date: July 27, 2021

SUBJECT: CONSIDER REJECTING ALL BIDS FOR THE PUBLIC WORKS OFFICE
CARPET REPLACEMENT ON THE SECOND FLOOR AT CITY HALL.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Carpet Replacement Bid Log

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works

EXPLANATION:

On May 10, 2021, public works staff solicited bids from five companies identified on the Municipal Research and Services Center Small Works Roster that were listed as flooring installation and finishing contractors. All five companies scheduled an appointment with staff to measure the area and see the space. All five companies submitted a bid.

Once the bids were received, staff realized that the contractors bid on a different quantity of carpet. One contractor included boxes and moving carts and some based their price on after hours work while others based it on daytime work, therefore, the bids were not comparable since they included different criteria.

Based on the above, staff recommends rejecting all the bids and requesting new bids based on specific carpet quantity, moving boxes included, and hours of work specified. This will ensure that all contractors are bidding on the same project criteria.

FISCAL IMPACT:

None

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

Councilmember _____ moves, Councilmember _____ seconds, to reject all bids for the public works office carpet replacement on the second floor of City Hall and seek new bids.

REVIEWED BY: City Manager, Finance Director, City Attorney

**City of Covington
2021 Carpet Bids - City Hall 2nd Floor**

Date	Company Name	Contact Name	Phone Number	Bid Proposal Total Amount	Carpet Sq Yd	Notes
05/19/21	Great Floors	Mark Wisecarver	206-241-0229	\$13,587.50	200	Prevailing wage included, 2 weeks lead time. Daytime work.
05/19/21	Spectra Contract Flooring	Chad Littleton	425-656-5919	\$14,526.67	192	Prevailing wage included, 6 - 8 weeks lead time.
05/20/21	Legacy Group	Chris Grove	206-217-0310	\$14,639.72	200	Prevailing wage included. 2 weeks lead time. Includes: boxes and carts for packing and moving. After hours work.
05/27/21	E and L Flooring Services	Delanie Hahn	425-761-0630	\$14,685.37	212	Prevailing wage included. 8 weeks lead time. After hours work.
05/26/21	Division 9 Flooring	Caleb Knight	206-326-0518	\$15,481.05	192	Prevailing wage included. Daytime work.

Consent Agenda Item C-4

Covington City Council Meeting

Date: July 27, 2021

SUBJECT: AUTHORIZE THE CITY MANAGER TO AMEND CAG 109-2020, A PROFESSIONAL SERVICES AGREEMENT WITH PERTEET, INC. FOR ON-CALL ENGINEERING SERVICES, DEVELOPMENT REVIEW AND CONSTRUCTION SITE INSPECTIONS.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENTS:

1. Original Professional Services Agreement CAG 109-2020
2. Amendment No. 1

PREPARED BY: Kelly Thompson, Permit Center Manager

EXPLANATION:

Pertee, Inc. has provided professional on-call engineering services, development review, and construction site inspections to the city since 2020. Council authorized the city's contract CAG 109-2020 with Pertee, Inc. on December 9, 2020 (Attachment 1). The city has utilized Pertee, Inc. for development review more than originally anticipated due to the increased volume and complexity of projects. The increase in active projects has resulted in the need for more construction inspection hours. Current staff vacancies have also contributed to the need for additional support.

The proposed Amendment No. 1 will increase the contract amount by \$240,000 for a total not to exceed \$410,000 in 2021.

FISCAL IMPACT:

The 2021 budget authorized \$170,000; the proposed amendment will increase the contract amount to \$410,000. This increase will exceed the current budget line item and will be increased during the annual budget amendment process. The fees collected in the development services fund are expected to cover the contract increase.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the city manager to execute contract Amendment No. 1 with Pertee, Inc. for on-call engineering support services, development review, and construction site inspections in substantial form as presented.

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



**PROFESSIONAL SERVICES AGREEMENT
between the City of Covington and
Perteet, Inc.**

This Professional Services Agreement (“Agreement”) is made between the City of Covington (“City”), a Washington municipal corporation, and Perteet, Inc. (“Contractor”), a corporation, also individually referred to as a “Party” and together as the “Parties.” The Parties agree as follows:

I. DESCRIPTION OF SERVICES.

Contractor shall perform the following services for the City: On-call engineering services as more specifically described in Exhibit A (the “Services”), which is attached hereto and incorporated by this reference.

- A. Contractor represents that the Services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services shall begin immediately upon the effective date of this Agreement.

- B. The Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City’s knowledge of defective or non-complying performance, its substantiality, or the ease of its discovery.

II. TERM OF AGREEMENT.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services specified in this Agreement, but in any event no later than **December 31, 2021** (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Parties.

III. COMPENSATION.

The City shall pay Contractor a total amount not to exceed **\$170,000** for the Services described in this Agreement. The Contractor shall provide its W-9 to the City concurrent with the execution of this Agreement. The Contractor shall invoice the City monthly based on time and materials incurred during the preceding month. The method of compensation for Contractor’s services shall be as delineated in the attached and incorporated Exhibit B. All rates and/or other methods of compensation shall remain locked at the negotiated rates throughout the Term of this Agreement. Except as otherwise provided in Exhibit B, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance of Services and payment under this Agreement.

If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

IV. INDEPENDENT CONTRACTOR.

The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of this Agreement. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Services specified in this Agreement and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services. The Contractor shall pay all income and other taxes due except as specifically provided in Section III of this Agreement. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

V. TERMINATION.

Either Party may terminate this Agreement, with or without cause, upon providing the other Party thirty (30) days' written notice to the addresses set forth in the signature block of this Agreement. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

VI. DISCRIMINATION.

In all Contractor services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Contractor and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with 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, and 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 may result in ineligibility for further City agreements.

VII. INDEMNIFICATION.

Contractor 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 Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City; however, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

VIII. INSURANCE.

- A. Insurance Term. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, its agents, representatives, or employees.
- B. No limitation. The Contractor's maintenance of insurance as required by the Agreement 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.
- C. Minimum Scope of Insurance. The Contractor shall obtain insurance of the types and coverage described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an

additional insured under the Contractor's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the Services.

H. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

J. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial

General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

IX. COMPLIANCE WITH LAWS AND CONTRACTOR'S WORK AND RISK.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those Services. All Services shall be performed at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Contractor will be safeguarded by the Contractor. Contractor shall make such data, documents, and files available to the City upon the City's request.

XI. MISCELLANEOUS PROVISIONS.

- A. Non-Waiver of Breach and Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity, or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. 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.
- B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all its own legal costs and attorney's fees incurred in defending or bringing such

claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Agreement.

- C. Written Notice. All communications regarding this Agreement shall be sent to the Parties at the email and/or physical addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Email notice shall become effective at the date and time it is received by the City. Any physical written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.
- D. Assignment. Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void.
- E. Interpretation and Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- F. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- G. Public Records Act. The Contractor acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56, and documents, notes, emails, and other records prepared or gathered by the Contractor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Contractor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.
- H. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.
- I. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

IN WITNESS, the Parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

[Signature Page Follows]

PERTEET, INC.
Objectives and Scope of Services

The CONSULTANT agrees to perform services including, but not limited to, the following certain consulting, design, drainage, traffic, environmental, cultural resources, technical studies, construction observation and management, and advisory services for the CLIENT as follows:

When called upon by the planning or engineering department, CONSULTANT shall provide permit review services to the City for proposed private developments in the City. The areas to be covered under these reviews shall include compliance of a development with stormwater manuals per City of Covington Municipal Code Chapter 13.25 SURFACE AND STORMWATER, grading, utilities, traffic impact assessment, surface improvement, frontage/offsite improvements, all in accordance with the City's municipal code. CONSULTANT shall provide a written summary of the permit review comments and recommendations for any permit approval. The CONSULTANT shall not be an approving agent for the City.

When called upon by the planning or engineering department, CONSULTANT shall provide construction observation services on site civil improvements of specified private developments. Work shall include the provision of inspector's daily reports (IDR) for every visit to the specified sites. In such work, CONSULTANT shall act as agent for the City in approving or rejecting work by the developer in the field. CONSULTANT shall not have the authority to issue occupancy permits for any development.

When called upon by the planning or engineering department, CONSULTANT shall provide engineering support functions in the areas of their expertise such as roadway geometry, surface water, environmental compliance, cultural resources and archeology, utilities, and construction management.



PERTEET

Schedule of 2021 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>2021 Hourly Rate</u>
Principal	250.00
Senior Associate	215.00
Senior Engineer/Manager	200.00
Lead Engineer/Manager	170.00
Engineer III	140.00
Engineer II	130.00
Engineer I	110.00
Senior Planner/Manager/Cultural Resources Manager	170.00
Lead Planner/Manager	140.00
Cultural Resources Specialist III	120.00
Cultural Resources Specialist II	115.00
Cultural Resources Specialist I	85.00
Planner III	130.00
Planner II	120.00
Planner I	80.00
Senior Ecologist/Manager	165.00
Lead Ecologist/Manager	150.00
Ecologist III	125.00
Ecologist II	105.00
Ecologist I	85.00
Lead Technician/Designer	130.00
Technician III	110.00
Technician II	85.00
Technician I	75.00
Contract Administrator	105.00
Accountant	100.00
Graphics Specialist	95.00
Clerical	90.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

Pertee's Hourly Rates are subject to change each year on January 1st.



PERTEET

Schedule of 2021 Billing Rates

Page 2

<u>Direct Expenses</u>	<u>Rate</u>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

<u>Construction Classifications</u>	<u>2021 Hourly Rate</u>
Construction Supervisor	220.00
Construction Engineering Manager	190.00
Senior Construction Manager	150.00
Construction Manager	125.00
Assistant Construction Manager	125.00
Construction Engineer III	140.00
Construction Engineer II	120.00
Construction Engineer I	110.00
Senior Electrical Construction Observer	175.00
Senior Construction Observer	150.00
Construction Observer III	130.00
Construction Observer II	90.00
Construction Observer I	80.00
Senior Office Engineer	140.00
Senior Construction Technician	125.00
Construction Technician III	115.00
Construction Technician II	95.00
Construction Technician I	85.00

Pertee's Hourly Rates are subject to change each year on January 1st.



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT No. 109-2020 between the City of Covington and Perteet, Inc.

This Amendment ("Amendment No. 1") is made between the City of Covington, a Washington municipal corporation ("City"), and Perteet, Inc., a Washington Corporation ("Contractor"). The City and Contractor (together "Parties"), for valuable consideration and by mutual consent of the Parties, agree to amend the original Agreement for on-call engineering services ("Agreement") dated December 10, 2020, as follows:

- I. AMENDED COMPENSATION. In return for the Services as referenced by Section I of the Agreement, the amount of compensation, as referenced by Section III of the Agreement, shall be amended to pay an additional amount not to exceed \$240,000. The total amount payable to Contractor pursuant to the original Agreement, and this Amendment, shall be an amount not to exceed \$410,000.
II. GENERAL PROVISIONS. All other terms and provisions of the Agreement, together with any prior amendments thereto, not modified by this Amendment, shall remain in full force and effect. The Parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the Parties below execute this Amendment, which shall become effective on the last date entered below. All acts done by either Party prior to the effective date of this Amendment, which are consistent with the authority of this Amendment, the Agreement, and all prior amendments, are ratified and affirmed, and the terms of the Agreement as amended shall be deemed to have applied.

Table with 2 columns: CONTRACTOR and CITY OF COVINGTON. Rows include By: (signature), Print Name, Its: (title), and DATE.

Agenda Item 1
Covington City Council Meeting
Date: July 27, 2021

SUBJECT: REVIEW THE 2021 SUMMIT ACTION ITEMS LIST

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. 2021 Summit Action Items List

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:

On January 30, 2021 the City Council and Leadership Team held their annual summit to discuss ongoing and new projects and policies for the coming year. After the summit, a summary was drafted by facilitator Jim Reid and adopted by Council. From that summary, this action item list was created to track the work completed on each action item from the summit. Attached for Council review is the latest updated list.

ALTERNATIVES:

FISCAL IMPACT:

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

This item is for discussion purposes only.

REVIEWED BY: City Manager

Item	Status
Submit to council a proposal/process to “refresh” the vision, mission and goals.	Regan, Karla, Krista: Discussed with council and set up workshops with the Drucker Institute that are scheduled for October 8/9
Revise the strategic plan to more closely align with the updated vision, mission, and goals.	Karla: Will happen after the workshop
Revise department functional plans to align with the updated vision, mission and goals.	All: will happen after the workshop
Research and refine the feasibility of the two options for locating city hall/civic center at either Town Center or LakePointe.	Regan, Gina: Met a couple times with Lakepointe to discuss. Currently Lakepointe is unable to give us an exact location. Lakepointe also sold their interest in the property adjacent to town center so they are no longer developing it. Eagle Creek is the new developer. If city wants to build at Lakepointe, it will need to purchase property from them.
Prepare a resolution for Council’s consideration and adoption assigning recommendation authority to the Human Services Commission for allocation of HB 1590 funding. Consider these funding options at the Council’s annual budget workshop.	Mark, Regan: Done.
Bring Council a proposal to increase the Transportation Benefit District sales tax rate to provide additional funding for roads.	Casey, Regan, Don Will be discussed at July 27 City Council Meeting.
Bring Council a proposal to adopt a criminal justice sales tax to provide additional funding for public safety.	Casey, Regan, Andy Will be discussed at the July 27 City Council Meeting.
Bring Council a proposal to increase the admissions tax rate to fund arts programs.	Casey, Ethan Will be brought forward by end of year.
Look into option of adding an administrative position within the police department.	Andy, Casey Working a decision card.
Lobby for state funding to address deferred maintenance of the city’s existing infrastructure.	Don, Regan: Can include this as part of our 2022 legislative priorities. AWC is also consistently lobbying for this every year.
Involve the Council in advancing the Public Education Plan.	Karla, Regan: Will be identifying and informing council members of the opportunities for them to be involved in

2021 Summit Action Items

	accomplishing/completing action items in the plan.
Present a policy regarding the council's use of social media platforms, including Facebook, Twitter, and Instagram.	Karla, Mark: Drafting policies regarding council's use of social media for both public and personal pages. Will return to council in the fall for further consideration.
Resume "Chat with the Mayor" column and start "Coffee with the Mayor" sessions virtually.	Karla: First Mayor's Meetup held via Zoom 5/24, next scheduled for 7/19.

Agenda Item 2

Covington City Council Meeting

Date: July 27, 2021

SUBJECT: REVIEW THE 2021 URBAN GROWTH CAPACITY REPORT AND KING COUNTY JURISDICTION GROWTH TARGETS 2019-2044.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Draft 2021 Urban Growth Capacity Report – Covington Specific
2. Covington Letter to King County – February 22, 2021
3. 2019 Land Capacity Results - Map

PREPARED BY: Ryan Harriman, EMPA, AICP, Planning Manager

EXPLANATION:

At the June 8, 2021 city council meeting, council requested staff to provide an informational presentation on the 2021 Urban Growth Capacity Report that was prepared by King County and its cities under the RCW 36.70A.215 amendment to the Washington State Growth Management Act.

Current growth targets were last incorporated in the 2012 Countywide Planning Policies. They were not markedly changed after originally being set in 2007, due to the Great Recession and the State Office of Financial Management Projections at the time (done every 5 years, 2007, 2012, 2017, etc.).

The growth targets were set for the year 2031 and subsequently extended to 2035 to match the horizon year for King County and its cities' comprehensive planning per the Growth Management Act, as described in the Draft 2021 Countywide Planning Policies. Covington was previously considered a "Small City" under the VISION 2040 Regional Growth Strategy (PSRC) at the time of the prior growth allocations; however, eventually the City met the parameters to be considered a Larger City. As a "Small City" Covington and its cohort were given a small share of growth to split, compared to other categories of cities, at the time.

The city's most current capacity is in the Draft 2021 Urban Growth Capacity Report. It is based on common methods developed with King County and its cities to respond to recent updates to the Growth Management Act Buildable Lands Program requirements in the last couple of years.

A prior capacity analysis was done for the 2014 Buildable Lands Report though it was based on a 2006 base year adjusted to the year 2012. It was developed prior to the approval of the Hawk Property Subarea Plan /Lakepointe.

The Urban Growth Capacity Report identified the total capacity for future housing and jobs within the City of Covington:

- 2019-2044 Total Housing Capacity: 4,310
- 2019-2044 Total Jobs Capacity: 8,421

The Urban Growth Capacity Report allocated the following targets for the City of Covington:

- 2019-2044 Housing Target: 4,310
- 2019-2044 Jobs Target: 4,496

Under the Growth Management Act, King County, in coordination with the cities in King County, adopts growth targets for the ensuing 20-year planning period. Growth targets are policy statements about the amount of housing and employment growth each jurisdiction is planning to accommodate within its comprehensive plan. Growth targets are adopted for each jurisdiction and unincorporated urban King County in the Countywide Planning Policies

This is a coordinated countywide process to reconcile and set growth targets that implements the Regional Growth Strategy through countywide shares of regional housing and jobs, allocations to Regional Geographies, and individual jurisdictional growth targets

The City started to consider growth trends and capacity beginning with the Northern Gateway Study (~2012) with a market study and capacity evaluation. The Covington Comprehensive Plan Update in 2015 adjusted the land capacity to consider permits granted over the last few years at that time (see Figure LU-7 for results). The Comprehensive Plan integrated the Downtown Plan (2010) and Lakepointe Village (2013+).

Lakepointe makes up approximately 38 percent of potential dwelling units and approximately 35 percent of potential jobs.

ALTERNATIVES: None

FISCAL IMPACT: None

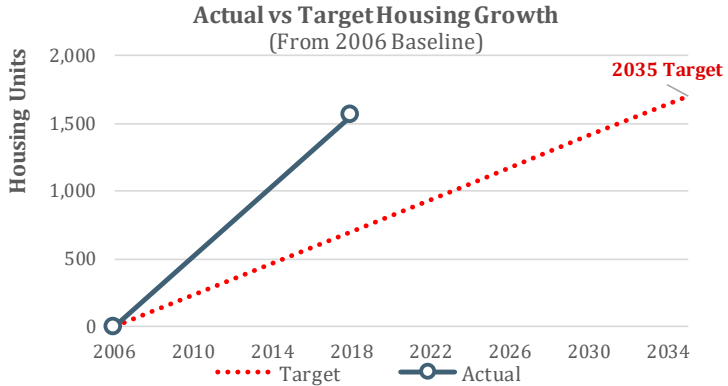
CITY COUNCIL ACTION: ___ Ordinance ___ Resolution ___ Motion X Other

This item is for discussion purposes only.

REVIEWED BY: City Manager

City of Covington

Housing Growth and Residential Development Trends



Covington Housing Growth Target: 2006-2035	1,705
2006 Estimated Housing Units	5,470
2018 Estimated Housing Units	7,034
Estimated Housing Growth	1,564
Remaining 2035 Target	141

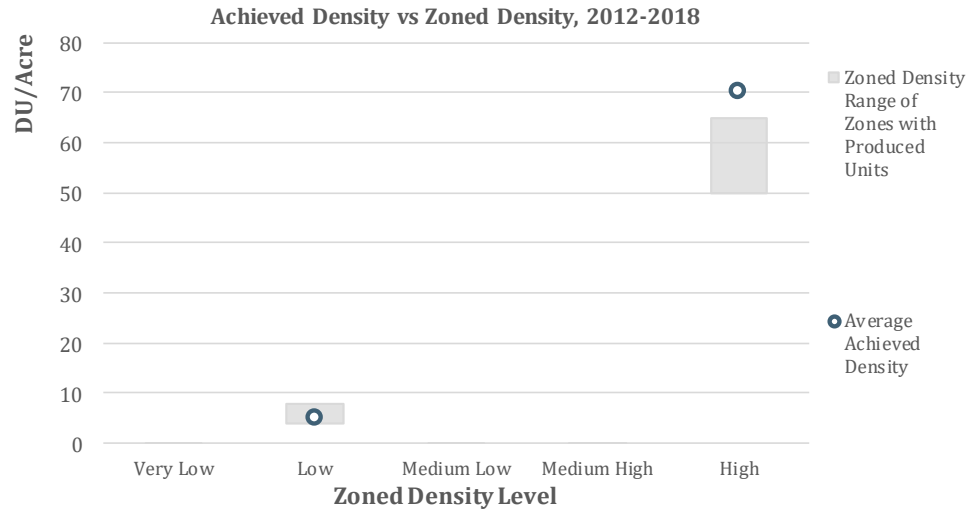
Since 2006, Covington has grown at 222% of the pace needed to achieve its 2035 housing growth target of 1,705 units. During this period, the total number of housing units in Covington grew by roughly 29%. At this current rate, Covington is over the production pace needed to meet its 2035 growth target, and needs to grow at an annual rate of 0.1% to reach its remaining target by 2035.

% of Pace Needed to Achieve 2035 Housing Growth Target	Annual 2006-2018 Growth Rate	Annual 2018-2035 Growth Rate Needed to Meet 2035 Target
221.7%	2.38%	0.12%

Residential Achieved Densities

Zoned Density (du/acre)	Gross Area (acres)	Critical Areas (acres)	Public Purpose (acres)	ROWs (acres)	Net Area (acres)	Total Units	Achieved Density (DU/acre)
Very Low (0 - 4 du/acre)	0.0	0.0	0.0	0.0	0.0	0	
Low (4 - 10 du/acre)	135.8	11.7	13.1	9.2	101.8	493	4.8
Medium Low (10 - 24 du/acre)	0.0	0.0	0.0	0.0	0.0	0	
Medium High (24 - 48 du/acre)	0.0	0.0	0.0	0.0	0.0	0	
High (48 & up du/acre)	7.0	0.0	0.7	1.2	5.1	356	69.9
Total	142.9	11.7	13.8	10.4	106.9	849	7.9

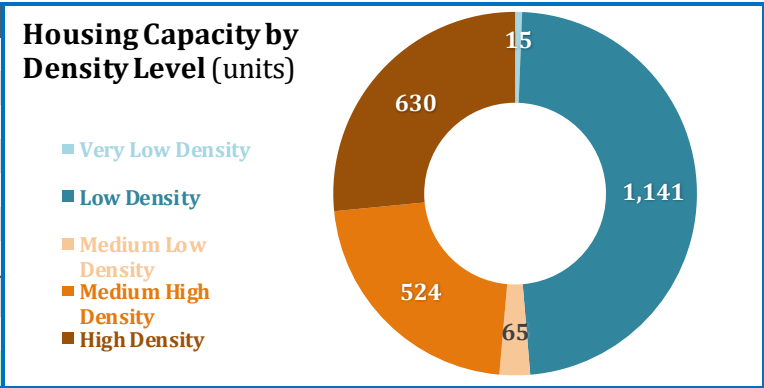
Achieved Density Level	Net Area (acres)	Total Units
Very Low	0.0	0
Low	101.8	493
Medium Low	0.0	0
Medium High	0.0	0
High	5.1	356
Total	106.9	849



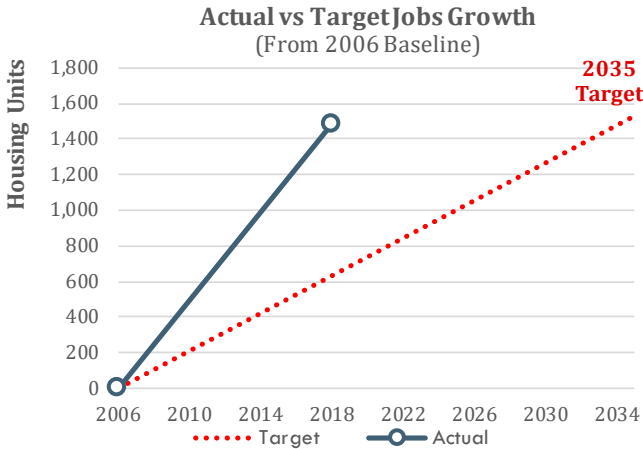
Covington - Residential Land Supply and Capacity

Assumed Density Level	Vacant/Redevelopable	Gross Acres	Critical Areas	Infrastructure Constrained Area	ROW & Public Purpose Discount	Market Factor (low/high)	Net Available Acres	Assumed Densities (low/high - units/acre)	Net Capacity (units)
Very Low Density	Vacant Subtotal				2.38	10.0% - 10.0%	9.52	1.0	8
	Redev Subtotal				3.84	10.0% - 10.0%	15.34	1.0	6
	Subtotal	48.67	17.59	0.00	6.22		24.87		15
Low Density	Vacant Subtotal				22.46	1.0% - 5.0%	89.85	4.1 / 5.5	424
	Redev Subtotal				57.45	1.0% - 5.0%	229.79	4.1 / 5.5	717
	Subtotal	500.85	101.31	0.00	79.91		319.64		1,141
Medium Low Density	Vacant Subtotal				0.00	0.0% - 30.0%	0.00	12.0 / 18.0	0
	Redev Subtotal				1.51	0.0% - 30.0%	8.55	12.0 / 18.0	65
	Subtotal	18.19	8.13	0.00	1.51		8.55		65
Medium High Density	Vacant Subtotal				1.50	10.0% - 25.0%	2.55	24.0 / 42.0	76
	Redev Subtotal				17.14	10.0% - 25.0%	29.14	24.0 / 42.0	448
	Subtotal	159.96	35.66	0.00	18.64		31.70		524
High Density	Vacant Subtotal				0.76	20.0% - 20.0%	1.29	64.0	63
	Redev Subtotal				6.95	20.0% - 20.0%	11.81	64.0	567
	Subtotal	53.27	1.88	0.00	7.71		13.11		630
All Zones	Vacant Total				27.11		103.22		571
	Redev Total				86.88		294.64		1,804
	Total	780.95	164.57	0.00	113.99		397.86		2,375

Capacity (units)	
Very Low Density Zones	15
Low Density Zones	1,141
Medium Low Density Zones	65
Medium High Density Zones	524
High Density Zones	630
Capacity in Pipeline	2,234
Total Capacity (Units)	4,609
Remaining Target (2018-2035)	141
Surplus/Deficit Capacity (Units)	4,468



Covington - Employment Growth and Commercial/Industrial Development Trends



Covington Jobs Growth Target: 2006-2035	1,531
2006 Jobs (PSRC)	3,528
2018 Jobs (PSRC)	5,013
Total Jobs Growth	1,485
Remaining 2035 Target	46

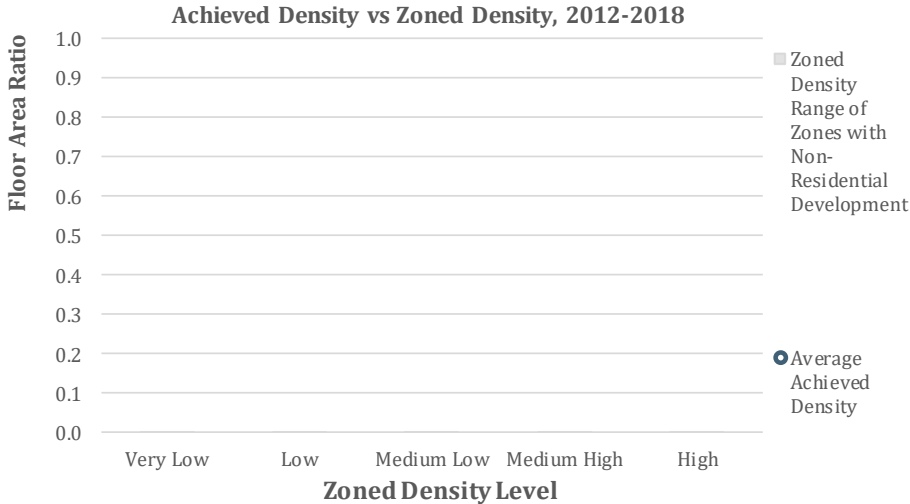
% of Pace Needed to Achieve 2035 Jobs Target	Annual 2006-2018 Growth Rate	Annual 2018-2035 Growth Rate Needed to Meet 2035 Target
234.4%	3.51%	0.05%

Since 2006, Covington has grown at 234% of the pace needed to achieve its 2035 jobs growth target of 1,531 units. During this period, the total number of jobs in Covington grew by roughly 42%. At this current rate, Covington is over the pace needed to meet its 2035 jobs growth target, and needs to grow at an annual rate of 0.1% to reach its remaining target by 2035.

Non-Residential Achieved Densities

Zoned Density (FAR)	Net Area (sq. feet)	Total Floor Area (sq. feet)	Average Achieved Density (FAR)
Very Low 0 - 0.35 FAR	0	0	
Low 0.35 - 0.5 FAR	0	0	
Medium Low 0.5 - 1.0 FAR	0	0	
Medium High 1.0 - 3.0 FAR	0	0	
High 3.0 & up FAR	0	0	
Total	0	0	

Achieved Density Level	Net Area (sq. feet)	Total Floor Area (sq. feet)	Average Achieved Density (FAR)
Very Low	0	0	0.0
Low	0	0	0.0
Medium Low	0	0	0.0
Medium High	0	0	0.0
High	0	0	0.0
Total	0	0	0.0

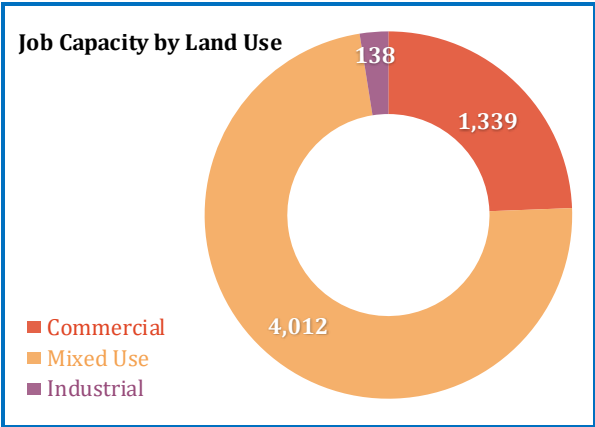


Covington - Commercial/Industrial Land Supply and Job Capacity

Land Supply	Gross Area (acres)	Critical Areas (acres)	ROWs (acres)	Public Purpose (acres)	Initial Land Supply	Market Factor	Buildable Area (acres)
Vacant / Redev.							
Commercial	42.1	9.7	3.2	1.6	27.6	5% - 10%	24.5
Mixed Use	213.2	37.5	17.6	8.8	149.3	0% - 25%	111.4
Industrial	11.3	0.4	1.1	0.5	9.2	45%	4.3
Non-Res Land Total	266.6	47.7	21.9	10.9	186.1		140.3

Job Capacity by Land Use	Net Buildable Area (mil.sq.ft.)	Assumed Density Range (FAR)	Existing Floor Area (million sq.ft.)	Floor Area Capac. (million sq.ft.)	Sq. ft. per Job	Job Capacity
Commercial						
Vacant	0.79	0.23 / 0.69	0.00	0.41	400	1,019
Redevelopable	0.30	0.23 / 0.69	0.03	0.13	400	320
Commercial Total	1.09	0.23 / 0.69	0.03	0.54	400	1,339
Mixed-Use						
Vacant	0.30	0.26 / 0.80	0.00	0.23	400 / 450	582
Redevelopable	3.27	0.26 / 0.80	1.18	1.37	400 / 450	3429
Mixed Use Total	3.57	0.26 / 0.80	1.18	1.60	400 / 450	4,012
Industrial						
Vacant	0.22	0.50	0.00	0.11	800	138
Redevelopable	0.00	0.50	0.00	0.00	800	0
Industrial Total	0.22	0.50	0.00	0.11	800	138
City Total						
Commercial	1.09	0.23 / 0.69	0.69	0.54	400	1,339
Mixed Use	3.57	0.26 / 0.80	0.91	1.60	400 / 450	4,012
Industrial	0.22	0.50	0.26	0.11	800	138
<i>Job Capacity in Pipeline</i>						2,933
City Total	4.88	0.23 / 0.80	1.86	2.25	400 / 800	8,421

Job Capacity by Assumed Density Level	#	%
Very Low Density	3	0%
Low Density	0	0%
Medium Low Density	5,485	100%
Medium High Density	0	0%
High Density	0	0%
<i>Capacity in Pipeline</i>		2,933
Total Capacity (jobs)		8,421
Remaining Target (2018-2035)		46
Surplus/Deficit Capacity (jobs)		8,375





February 22, 2021

RE: Growth Targets - Covington

TO: Rebecca Maskin, Demographic Planner
King County Office of Performance, Strategy
and Budget

rmaskin@Kingcounty.gov

Covington believes good planning is the foundation for ensuring our community values are preserved while we proactively plan for future growth that will make us a vibrant and thriving place to live, work, play, shop, and learn.

2015-2035 Comprehensive Plan

Dear Ms. Maskin,

The City of Covington appreciates the opportunity to review the draft baseline Cities & Towns 2044 Growth Targets and provide comments that reflect Covington’s anticipated and planned growth. It is imperative that the Growth Targets correctly consider each community’s unique land use factors; items such as vested and entitled developments, revitalization needs etc. This step is essential to foster the necessary symbiotic relationship between local governmental land use planning and VISION 2050.

Growth Targets are referred to throughout VISION 2050, however the term is never clearly defined. Below are a few excerpts, from VISION 2050, included to demonstrate the critical role these “targets” play in the planning process, a process that has been on-going prior to this round of regional “target” setting.

VISION 2050, page 26, states:

*Under the Growth Management Act, counties, in consultation with cities, are responsible for adopting population and employment growth targets to ensure that each county collectively is accommodating projected population and employment. These population and employment growth targets are a key input to local comprehensive plans. **Jurisdictions use growth targets to inform planning for land use, transportation, and capital facilities.** The Regional Growth Strategy provides a regional framework for the countywide growth target process by defining expectations for different types of places. It will be critical for cities across the region to work together and with the public to plan for new growth, particularly near major transit hubs.*

VISION 2050, page 46 states:

- *As local comprehensive plans are updated, land use growth assumptions used in plans **should be consistent with adopted countywide growth targets** and support implementation of the Regional Growth Strategy. Capacity is the amount of housing and jobs that could be allowed under adopted zoning. The Growth Management Act requires counties and cities, at a minimum, to provide capacity to accommodate 20-year projected growth targets. Capacity may be greater than land use growth assumptions used in comprehensive plans.*
- *In its review of comprehensive plans for certification, **PSRC looks for substantial consistency of the plan's land use growth assumptions with adopted countywide growth targets**. In addition to assessing that the land use growth assumptions are consistent with the growth targets and implementing the Regional Growth Strategy, PSRC review and certification looks broadly at all actions and measures taken in local comprehensive plans to implement VISION 2050 and achieve the regional growth shares. In developing comprehensive plan updates, jurisdictions will be asked to explain how the plan supports VISION 2050 and works to meet the Regional Growth Strategy over the long term.*

The City of Covington provided similar comments, as part of the Vision 2050 process, however, the City remains concerned that VISION 2050 does not clearly state how the growth percentages, shown in *Figure 6 Population Growth 2017-50, Draft Preferred Alternative* of VISION 2050 will be implemented or how the percentages will affect the next round of growth target allocations. Figure 6 indicates King County Cities and Towns will represent 5% (44,000) of the region's growth from 2017-2050. Vision 2050 failed to clearly articulate how these expressed percentages will or could affect the allocation of the future growth targets or whether growth targets will be considered a floor, ceiling or a target with clear ranges. Failure to establish clear guidelines for the implementation of the growth targets, leaves a powerful tool that can be used to dictate future local land use policy or simply result in unintended consequences for local jurisdictions when it comes time to certify Comprehensive Plans.

The City of Covington maintains its concern that "Growth Targets" must be clearly defined. Previous growth targets allocated to Cities and Towns did not adequately incorporate signed development agreements. As provided in the Central Puget Sound Growth Management Hearings Board's Final Decision and Order in *West Seattle Defense Fund v. City of Seattle*:

"... allowing a city to plan for even more growth than has been allocated to it by the county bolsters the Act's first two planning goals by encouraging that city to accept in its comprehensive plan as much growth as it determines it can adequately accommodate ..."

Below you will find a detailed summary of our initial review of the 2044 baseline Growth Targets. Based on our review we are requesting the following adjustments:

- 1) An increase to our housing target from 2,121 to 4,310 and our jobs target from 1,655 jobs to 4,496 jobs.
- 2) Establish a clear definition of "Growth Target" that ALL jurisdiction can rely on through the planning horizon.
- 3) Allow for additional comment, from the jurisdictions, after the Capacity Analysis set is completed.

Covington – Initial Review of 2044 Growth Targets

Proposed Target Ranges – January 27, 2021

Jurisdiction	3. Preliminary Targets based on proportion of:									4: Target Baselines*	
	Housing					Jobs				Housing Target	Jobs Target
	Housing Units 2020	HU Target	HU 2006-18	HU Capacity	2019 Jobs	Jobs 2019	Jobs Target	Jobs 2012-18	Job Capacity		
Algona	212	175	100	210	823	761	246	77	206	161	323
Beaux Arts	24	3	0	1	7	7	4	16	0	1	7
Black Diamond	418	1,745	198	2,933	145	134	1,232	162	1,418	1,625	736
Carnation (+ UGA)	184	303	176	304	271	251	434	204	643	261	383
Clyde Hill	220	9	19	3	284	263	0	347	0	10	152
Covington	1,439	1,350	1,751	3,263	1,770	1,637	1,549	853	2,580	2,121	1,655
Duvall (+ UGA)	556	1,047	682	944	445	412	986	532	2,048	891	994
Enumclaw (+ UGA)	1,138	1,309	522	1,039	1,768	1,635	863	463	596	957	889
Hunts Point	37	1	3	3	25	23	0	51	0	3	18
Maple Valley	1,889	1,653	2,698	809	1,492	1,380	2,347	1,671	896	1,720	1,574
Medina	251	17	77	34	203	188	0	194	0	43	96
Milton	147	46	291	115	30	28	188	172	1,153	150	385
Normandy Park	577	110	88	253	305	282	76	262	7	150	157
North Bend (+ UGA)	792	611	446	1,440	1,150	1,064	1,232	897	1,959	832	1,288
Pacific	494	262	337	308	281	260	434	86	137	302	229
Sammamish	4,483	3,839	4,251	2,049	2,816	2,604	2,112	2,071	321	3,380	1,777
Skykomish	35	9	7	34	21	19	0	11	0	17	8
Snoqualmie (+ UGA)	1,006	1,483	2,325	232	2,120	1,961	1,232	4,866	971	1,347	2,258
Yarrow Point	84	13	16	11	30	28	0	0	0	13	7
RG Total	13,985	13,985	13,985	13,985	13,985	12,936	12,936	12,936	12,936		

Observations

- The proposed housing target depends on the scenario and factors with 1,350 dwellings on the low end and 3,263 on the high end. The potential target baseline is 2,121 dwellings, the second highest of the Cities/Towns cohort.
- The proposed job target likewise ranges from 853 on the low end and 2,580 on the high end. The potential target baseline is 1,655 jobs, the second highest of the Cities/Towns cohort.
- The City's Comprehensive Plan was based on a market study level of growth since by 2015 the City had achieved much of its 2006-2031/2035 target. The City did not study its maximum capacity.
- The City has seen interest in Downtown development and between built and approved developments has met the Comprehensive Plan assumption. The City has approved a development agreement for Lakepointe and is amending approvals to add more housing and job space by June 2021. The City has had steady interest in single family plats, though that may be less so in the next decade due to limited remaining land.
- To account for residential and mixed use likely development (Downtown mixed use/infill and Lakepointe development agreement/planned action plus remaining platted lots), the City is likely to continue/update its plans to address 4,310 dwellings at a minimum.
- Based on continued job growth even during recessionary times and during COVID-19 plus approved

and anticipated development in Downtown and Lakepointe, the City is likely to plan for 3,928 jobs at a minimum; this may shift higher following closer review of its capacity and property interest.

- The City should be allocated a higher housing and job target since the Puget Sound Regional Council (PSRC) VISION 2050 plan indicates that as part of its consistency review, it will look for substantial consistency of the plan’s land use growth assumptions with adopted countywide growth targets.

Dwellings, Likely Growth

	2012-2035 Estimate for Comp Plan (Figure LU-7)	Built, Approved, or in Permit Review as of 2020	Under Review – 2020- 2035+
Downtown	827	756 (526 built, rest approved)	2,062 (No Action + 1,235) (1,465 yet to build)
Lakepointe	1,500	Approved via Development Agreement, now under amendment by June 2020	1,750 (No Action +250)
Other Residential Locations	1,593	498 (OFM single family 2012-2020)	1,095 net per original plan 1,462 in 2020 capacity (estimated with market factor)
	3,920	1,254	Likely Growth: 4,310

Jobs, Likely Growth

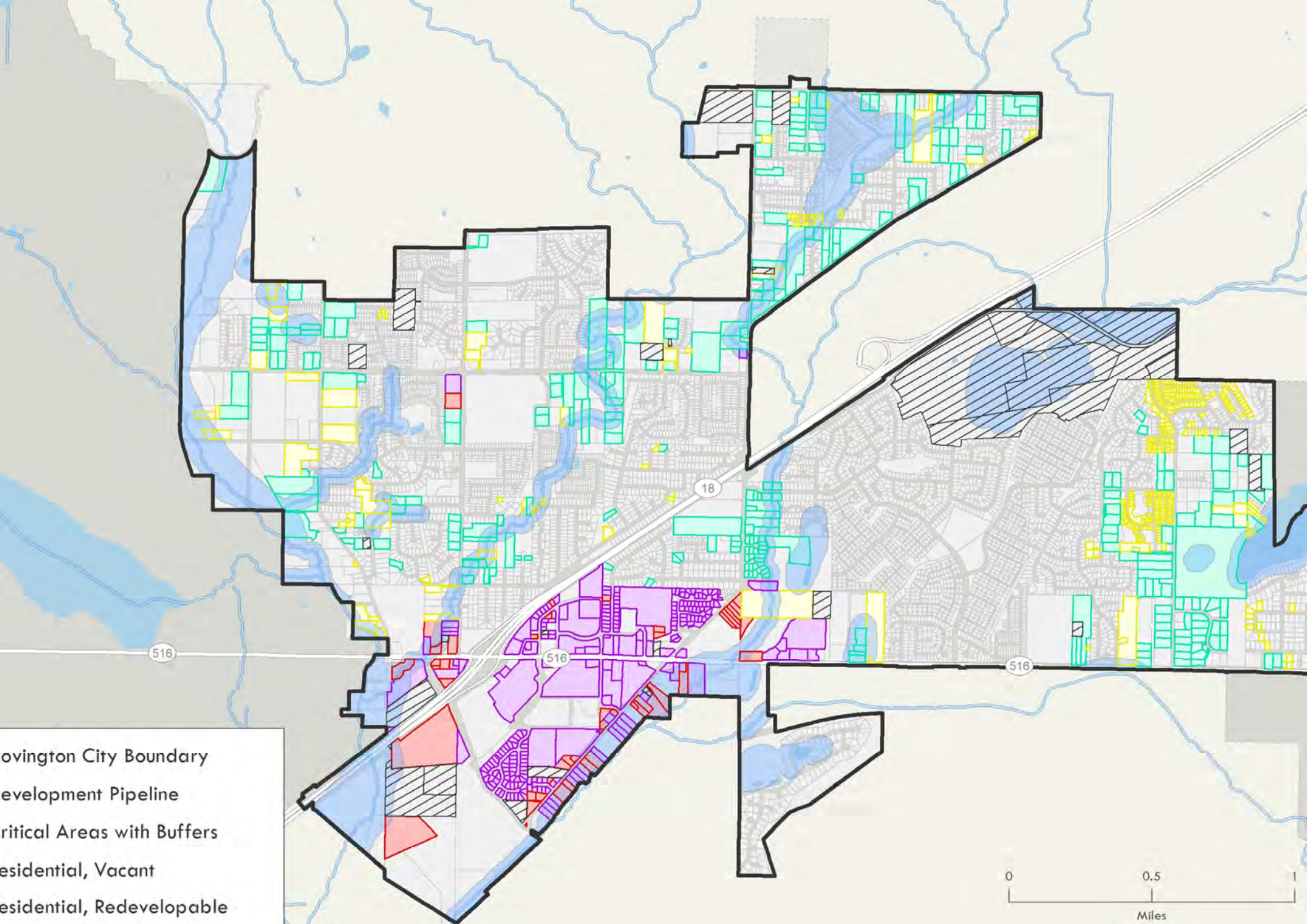
	2012-2035 Estimate for Comp Plan (Figure LU-7)	Built, Approved, or in Permit Review as of 2020	Under Review – 2020- 2035+
Downtown	1,577	Should be the lion-share of jobs added	411,160 sq. ft. (approx. 1,028 jobs) (reallocated some to housing)
Lakepointe	1,889	Approved via Development Agreement, now under amendment by June 2020	1.32M sq. ft. (2,900 jobs)
Other Pipeline/Capacity	240	TBD	TBD: 1.5M square feet of industrial/commercial capacity
	3,706		Min. 3,928+ Other TBD

We appreciate the opportunity to participate and we look forward to working with you to ensure the growth targets are set based on local planning authority, are clearly defined as a “target”, and allow for local strategic planning necessary to enable redevelopment and continued economic vitality for the City of Covington.

Sincerely,

Gina Estep

Gina Estep
Community Development Director



Covington City Boundary
 Development Pipeline
 Critical Areas with Buffers
 Residential, Vacant
 Residential, Redevelopable
 Non-Res or M-U, Vacant
 Non-Res or M-U, Redevelopable

NOTE: Residential, Vacant properties include those with improvement values less than \$10,000, per the direction of King County Urban Growth Capacity Phase 2 guidance documentation.



Agenda Item 3

Covington City Council Meeting

Date: July 27, 2021

SUBJECT: AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING INTERIM ZONING REGULATIONS RELATED TO PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, EMERGENCY HOUSING, AND EMERGENCY SHELTERS FOR A PERIOD OF SIX MONTHS IN RESPONSE TO HB 1220; ADDING NEW SECTIONS TO CHAPTER 18.20 CMC; AMENDING CMC 14.30.040, CMC 18.20.1305, CMC 18.25.030, AND CMC 18.31.080; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; REQUIRING A PUBLIC HEARING; AND SETTING AN EFFECTIVE DATE.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Ordinance Adopting Interim Zoning Regulations
 - Exhibit 1 - Amendments to CMC18.25.030, Residential Land Uses
 - Exhibit 2 - Amendments to CMC 18.31.080, Permitted Land Uses
 - Exhibit 3 - Amendments to CMC 14.30.040, Decision Types

PREPARED BY: Ryan Harriman, EMPA, AICP, Planning Manager

EXPLANATION: The newly passed HB 1220 goes into effect on July 25 and does not allow cities to prohibit transitional housing or permanent supportive housing in any zones where residential dwelling units or hotels are allowed.

Also, beginning September 30, 2021, cities may not prohibit indoor emergency shelters and indoor emergency housing in any zones where hotels are allowed, except for cities that have an adopted ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.

Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters for public health and safety purposes, but such requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, or indoor emergency housing or shelters necessary to accommodate the need for such housing and shelter as provided by the department of commerce under comprehensive plan housing element requirements.

Due to time constraints of the code amendment process, staff requests the City Council adopt interim regulations related to permanent supportive housing, transitional housing, emergency housing, and emergency shelters for a period of six-months in response to HB 1220.

The interim regulations will: amend Chapter 18.20 CMC to add definitions consistent with the requirements of HB 1220; amend CMC 18.20.1305 Transitional Housing Facilities to be consistent with the state definition; amend CMC 18.25.030 Residential Land Uses, Exhibit 1, to add the newly defined definitions to the permitted use table; amend CMC 18.31.080 Permitted Land Uses, Exhibit 2, to add the newly defined definitions to the permitted use table for the downtown zone, and amend CMC 14.30.040 Decision types, Exhibit 3, by adding the uses as specified decision types.

Consistent with state law, if the interim regulations are adopted, a public hearing must take place within sixty days. Staff proposes to include review of the interim regulations in the 2022 Planning Commission Work Plan. In the 2024 update to the City’s Comprehensive Plan, staff will plan to include the amended goals in HB 1220 within the Housing Element.

Under the authority of RCW 35A.63.220 and RCW 36.70A.390, the city may impose interim regulations to be effective for a period of up to one year, and for six-month intervals thereafter.

ALTERNATIVES: None

FISCAL IMPACT: None

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to approve the proposed ordinance adopting Interim Zoning Regulations related to permanent supportive housing, transitional housing, emergency housing, and emergency shelters for a period of six-months in response to HB1220.

REVIEWED BY: City Manager, City Attorney

ATTACHMENT 1

ORDINANCE NO. XX-2021

AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING INTERIM ZONING REGULATIONS RELATED TO PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, EMERGENCY HOUSING, AND EMERGENCY SHELTERS FOR A PERIOD OF SIX MONTHS IN RESPONSE TO HB 1220; ADDING NEW SECTIONS TO CHAPTER 18.20 CMC; AMENDING CMC 14.30.040, CMC 18.20.1305, CMC 18.25.030, AND CMC 18.31.080; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; REQUIRING A PUBLIC HEARING; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Washington State Constitution at article 11, section 11 grants cities the police power authority to protect the public health, safety, and welfare. Pursuant to that authority, a city may regulate the use of property. Cities may regulate property for purposes such as abating nuisances, enforcing building and health codes, zoning and planning, and environmental protection; and

WHEREAS, the City of Covington (“City”), under the authority of RCW 35A.63.220 and RCW 36.70A.390, may impose interim regulations to be effective for a period of up to one year, and for six-month intervals thereafter; and

WHEREAS, earlier this year, the state legislature enacted HB 1220, which, after partial veto by Governor Inslee, became Chapter 254, Laws of 2021, and will take effect on July 25, 2021; and

WHEREAS, Section 3 of HB 1220 contains the following preemption of local zoning authority:

A code city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. Effective September 30, 2021, a code city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.; and

WHEREAS, HB 1220 allows code cities to impose reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety; and

WHEREAS, any such requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing or indoor emergency shelters necessary to accommodate the City’s projected need for such housing and shelter; and

WHEREAS, the Covington City Council (“Council”) would like to make certain changes to its development regulations on an interim basis to be consistent with state law and to give City staff and the planning commission time to make recommendations to Council to ensure compliance with HB 1220 on a permanent basis; and

WHEREAS, the Housing Element chapter of the City’s Comprehensive Plan (“Comprehensive Plan”) states as follows: “Homeless individuals and families will have access to transitional housing and emergency shelter”; and

WHEREAS, the Housing Element chapter of the City’s Comprehensive Plan states as follows: “Participate in educational campaigns in the community that support low-income and special needs housing”; and

WHEREAS, the City needs additional time to examine and evaluate the effect of HB 1220 on the uses allowed in zones and the permit process.; and

WHEREAS, the interim regulations will: amend Chapter 18.20 CMC to make the definitions consistent with the requirements of HB 1220, amend CMC 18.25.030 to add the newly defined definitions to the permitted use table, amend CMC 18.31.080 to add the newly defined definitions to the permitted use table for the downtown zones, and amend CMC 14.30.040 to identify the applicable decision types for these uses; and

WHEREAS, the City possesses land use jurisdiction and regulatory authority over the City’s incorporated land; and

WHEREAS, the City is in the process of updating codes related to development within the Downtown Zones, but does not address the use and allowance of permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters; and

WHEREAS, the City has not been provided with the data as described in section 2 of HB 1220(2)(a) by the Washington State Department of Commerce (“Department of Commerce”) to develop a Housing Element of the Comprehensive Plan that ensures the vitality and character of established residential neighborhoods that:

Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the department of commerce, including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing; and

WHEREAS, the City communicated with the Department of Commerce on July 15, 2021 and requested the data as described in HB 1220; and

WHEREAS, the Department of Commerce indicated on July 15, 2021 that it does not have the data referenced in HB 1220, but is in the process of developing a Request for Proposals for a consultant to develop the data over the next year. The Department of Commerce will need to develop methodology first and expects to have draft data prepared in the summer of 2022; and

WHEREAS, due to the lack of data from the Department of Commerce, the Council finds that reasonable intensity, spacing, and occupancy requirements are necessary to protect the public health and must be based on data currently available to the City; and

WHEREAS, it is reasonable and necessary to utilize existing data until such time as the Department of Commerce provides the information regarding the City's projected housing needs identifying the number of housing units necessary to manage projected growth; and

WHEREAS, the 2019 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 65 unsheltered individuals and 56 sheltered individuals in Southeast King County, within the cities of Black Diamond, Covington, Enumclaw, Maple Valley, and Unincorporated Areas; and

WHEREAS, the population of the cities grouped into the Southeast King County classification is approximately 68,000 people; and

WHEREAS, the City makes up 33 percent of the population of the cities listed in the Southeast King County classification; and

WHEREAS, based on an assumed number of unsheltered individuals in Southeast King County at 80 individuals, and the proportional share of population, 33 percent, the proportional share of unsheltered individuals the City would need to provide services for is 26 individuals, thus providing sufficient number of permanent supportive housing, transitional housing, indoor emergency housing or indoor emergency shelters necessary to accommodate the City's projected need for such housing and shelter; and

WHEREAS, data compiled for the 2020 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness indicates that people experiencing homelessness increased by five percent within King County; and

WHEREAS, these interim regulations will be reviewed by staff and the City of Covington Planning Commission, and may be revised to generate more allowances based on the number of housing units necessary to manage projected growth; and

WHEREAS, the reasonable occupancy, spacing, and intensity requirement set in these interim regulations are necessary to preserve the public health and safety because they provide for basic health requirements, do not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters, and are sufficient to accommodate the City's needs for such housing and shelter according to the existing data; and

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70A.390, a public hearing shall be held within 60 days of the adoption of these interim land use regulations; and

WHEREAS, adoption of interim regulations is exempt from a threshold determination under the State Environmental Policy Act; and

WHEREAS, the Council finds that the adoption of these interim land use regulations are necessary to ensure that the City develops in a manner that is consistent with the state law, the comprehensive plan, Council's goals, and public health and safety;

NOW, THEREFORE, the City Council of the City of Covington, Washington, do ordain as follows:

Section 1. Findings of Fact. The recitals set forth above and the information and staff findings (including the CMC 14.25.060 selection and decision criteria) provided in staff memo are hereby adopted as the Council's findings of fact. Council may, in its discretion, adopt additional findings of fact after the public hearing referenced below.

Section 2. Chapter 18.20 of the Covington Municipal Code is amended to add a new section 18.20.394 as follows:

18.20.394 Emergency Housing.

"Emergency housing" means emergency housing as defined in defined by RCW 36.70A.030.

Section 3. Chapter 18.20 of the Covington Municipal Code is amended to add a new section 18.20.396 as follows:

18.20.396 Emergency Shelter.

"Emergency shelter" means emergency shelter as defined by RCW 36.70A.030.

Section 4. Chapter 18.20 of the Covington Municipal Code is amended to add a new section 18.20.428 as follows:

18.20.428 Extremely low-income household.

"Extremely low-income household" means Extremely low-income household as defined by RCW 36.70A.030.

Section 5. Chapter 18.20 of the Covington Municipal Code is amended to add a new section 18.20.728 as follows:

18.20.728 Low-income household.

"Low-income household" means low-income household as defined by RCW 36.70A.030.

Section 6. Chapter 18.20 of the Covington Municipal Code is amended to add a new section 18.20.762 as follows:

18.20.762 Moderate-income household.

"Moderate-income household" means moderate-income household as defined by RCW 36.70A.030.

Section 7. Chapter 18.20 of the Covington Municipal Code is amended to add a new section 18.20.875.7 as follows:

18.20.875.7 Permanent supportive housing.

“Permanent supportive housing” means permanent supportive housing as defined by RCW 36.70A.030.

Section 8. Section 18.20.1305 of the Covington Municipal Code is amended to read as follows:

18.20.1305 Transitional housing facilities.

“Transitional housing facilities” means Transitional housing facilities as defined by RCW 84.36.043.

Section 9. Section 18.20.1362 of the Covington Municipal Code is amended to read as follows:

18.20.1362 Very low-income household

“Very low-income household” means Very low-income household as defined by RCW 36.70A.030.

Section 10. Section 18.25.030 of the Covington Municipal Code is amended to read as set forth in Exhibit 1, which is attached hereto and incorporated by this reference.

Section 11. Section 18.31.080 of the Covington Municipal Code is amended to read as set forth in Exhibit 2, which is attached hereto and incorporated by this reference.

Section 12. Section 14.30.040 of the Covington Municipal Code is amended to read as set forth in Exhibit 3, which is attached hereto and incorporated by this reference.

Section 13. Effective Period of Interim Development Regulations. This ordinance shall be in effect for a period of six months from the effective date of this ordinance, unless earlier repealed, renewed, or modified by the City Council as provided by State law.

Section 14. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, Council shall hold a public hearing at a regularly scheduled Council meeting within 60 days of adoption of this ordinance in order to take public testimony and to consider adopting additional findings of fact.

Section 15. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or situation, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or situation. The City Council of the City of Covington hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clauses, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 16. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 17. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 18. Effective Date. This ordinance shall be in full effect five (5) days after passage and publication, as provided by law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Passed by the City Council of the City of Covington this 27th day of July 2021.

Signed in authentication of its passage this ___ day of _____, 2021.

Jeff Wagner, Mayor

EFFECTIVE:
PUBLISHED:

AUTHENTICATED:

Joan Michaud, City Clerk

APPROVED AS TO FORM:

Mark Orthmann, City Attorney

18.25.030 Residential land uses.

A. Table.

Key											
P – Permitted Use											
C – Conditional Use											
SIC #	SPECIFIC LAND USE (1)	US	R4-8	R-12	R-18	MR	CC	NC	RCMU	I	
*	DWELLING UNITS, TYPES:										
*	Single detached (4)	P C2	P C2	P C2	P4 C2	P9					
	Duplex	P	P	P	P	P10	P3	P3			
*	Townhome/townhouse (2 to 4 units)	P	P	P	P	P10	P3	P3			
*	Multifamily/townhome/townhouse (4+ units)				P4	P	P3	P3	P		
*	Manufactured home park		C8		C8						
	GROUP RESIDENCES										
*	Community residential facility-I	C	C	C	C	C	P3	P3			
*	Community residential facility-II						C	C			
*	Senior citizen assisted housing	P	P	P	P	P	P3		P		
	ACCESSORY USES:										
*	Residential accessory uses	P6	P6,8	P6,8	P6,8	P6,8	P6				
*	Home occupation (5)	P	P	P	P	P	P		P		
	TEMPORARY LODGING										
*	Bed and breakfast guesthouse	P7	P7	P7	P7	P7	P	P			
*	Hotel					P			P		
	<u>Supportive Housing</u>										
	<u>Emergency shelter</u>					<u>P12</u>			<u>P12</u>		
	<u>Emergency housing</u>					<u>P12</u>			<u>P12</u>		
	<u>Permanent supportive housing</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>		
	<u>Transitional housing</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>	<u>P11</u>		

Footnotes of Table A.

- (1) Must be in accord with Chapter 18.35 CMC, Development Standards – Design Requirements.
- (2) Required before approving more than one dwelling on individual lots, except on lots in subdivisions, short subdivisions or binding site plans approved for multiple unit lots, and except as provided for accessory dwelling units in Condition No. 6.
- (3) Only as part of a mixed-use/integrated development subject to the conditions of Chapter 18.35 CMC.
- (4) See Chapter 18.37 CMC, Development Standards and Design Requirements for Cottage Housing.

- (5) See CMC 18.80.100 for requirements associated with home occupations.
- (6) Accessory Dwelling Units.
- (a) Only one accessory dwelling per primary single detached dwelling unit, accessory dwelling units shall not be allowed on the same property as a duplex;
 - (b) Only in the same building as the primary dwelling unit on an urban lot that is less than 10,000 square feet in area, on a rural lot that is less than the minimum lot size, or on a lot containing more than one primary dwelling;
 - (c) The primary dwelling unit or the accessory dwelling unit shall be owner-occupied;
 - (d) One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic;
 - (e) When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;
 - (f) One additional off-street parking space shall be provided;
 - (g) The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied;
 - (h) An applicant seeking to build an accessory dwelling unit shall file a notice approved by the Department with the Records and Elections Division which identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the Department shall approve any permit for the construction of the accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules;
 - (i) Must be in accord with Chapter 18.35 CMC.
- (7) Only as an accessory to the permanent residence of the operator, provided:
- (a) The number of persons accommodated per night shall not exceed five, except that a structure which satisfies the standards of the International Building Code for R-1 occupancies may accommodate up to 10 persons per night.
- (8) Individual electric vehicle charging stations for a single-family residence shall follow the Installation Guide for Charging Stations, prepared by Puget Sound Regional Council, and as amended.
- (9) Within the Lakepoint Urban Village¹ subarea, single-family detached residences shall not be allowed around or abutting the pond.
- (10) Within the Lakepoint Urban Village* subarea, townhouses shall not abut the pond except as part of a mixed-use development, unless otherwise separated from the pond by a public trail, park, green space or street.
- (11) Permanent supportive housing and transitional housing facilities are allowed subject to the following criteria:
- (a) Permanent supportive housing and transitional housing facilities are Type 1 decisions pursuant to CMC 14.30.040.
 - (b) Permanent supportive housing and transitional housing facilities must be 24 hours a day facilities where rooms or units are assigned to specific residents for the duration of their stay.
 - (c) On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.

- (d) In residential general use type areas, residents must be referred off site by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site is not allowed.
- (e) Trash receptacles must be provided in multiple locations throughout the facility and site. A regular trash patrol in the immediate vicinity of the site must be provided.
- (f) On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents and not available for drop in use by non-residents.
- (g) The organization managing and operating the facility must work with the City and adjacent residents and businesses to develop a Good Neighbor Agreement set of standards addressing items like noise, smoking areas, parking, security procedures, and litter prior to the start of operations.
- (h) The facility must be located within a half mile walking distance of a transit stop so that transit dependent residents are able to reach services and employment.
- (i) The organization managing and operating the facility must work with the City to develop a set of standards and expectations that residents must agree to follow prior to the start of operations (Code of Conduct).
- (j) To avoid a concentration of uses, facilities must be at least a half mile from any other permanent supportive housing or transitional housing facilities, calculated as a radius from the property lines of the site. This distance may be reduced if there is a barrier such as a freeway preventing access between the facilities and the path of travel between the facilities on public roads or trails is at least a half mile.
- (k) The maximum number of residents in a facility is limited to the general capacity of the building and the level of staffing to be provided.
- (l) The organization managing and operating the facility must develop coordination plans with the Police and Fire Departments including protocols for response to the facility and to facility residents throughout the City. If calls for law enforcement service exceed an agreed upon threshold in any given quarter, the organization managing and operating the facility will work with the City to reduce calls below the threshold level.
- (m) The organization managing and operating the facility must provide regular reports to the City on how it is meeting performance metrics such as placement into permanent housing or addiction treatment programs.
- (n) The organization managing and operating the facility must submit a parking plan acceptable to the City showing that it has adequate parking to meet the expected demand from residents, staff, service providers, and visitors. Residents may not park off-site and all vehicles must be operational.
- (o) The possession or use of illegal drugs at a permanent supportive housing or transitional housing facility or the property occupied by the facility is prohibited.
- (p) An operations plan must be provided that addresses the following elements to the satisfaction of the city:
 - (i) Roles and responsibilities of key staff;
 - (ii) Site/facility management, including a security and emergency plan;
 - (iii) Site/facility maintenance;
 - (iv) Occupancy policies, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on the on-site use or sale of alcohol and illegal drugs and threatening or unsafe

behavior. The sponsor and/or managing agency shall ensure that items deemed as weapons are stored in a safe location;

(v) Provision of human and social services, including staffing plan and outcome measures;

(vi) Outreach with surrounding property owners and residents and ongoing good neighbor policy; and

(vii) Procedures for maintaining accurate and complete records.

(12) Emergency housing and emergency shelter facilities are allowed subject to the following criteria:

(a) Emergency housing and emergency shelter facilities are Type 2 decisions pursuant to CMC 14.30.040.

(b) Emergency housing and emergency shelter facilities must be 24 hours a day facilities where beds or rooms are assigned to specific residents for the duration of their stay.

(c) On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed

(d) An operations plan must be provided that addresses the following elements to the satisfaction of the City:

(i) Roles and responsibilities of key staff;

(ii) Site/facility management, including a security and emergency plan;

(iii) Site/facility maintenance;

(iv) Occupancy policies, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on the on-site use or sale of alcohol and illegal drugs and threatening or unsafe behavior. The sponsor and/or managing agency shall ensure that items deemed as weapons are stored in a safe location;

(v) Provision of human and social services, including staffing plan and outcome measures;

(vi) Outreach with surrounding property owners and residents and ongoing good neighbor policy; and

(vii) Procedures for maintaining accurate and complete records.

(e) On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents of the facility and not available for drop in use by non-residents.

(f) The organization managing and operating the emergency housing or emergency shelter facilities must work with the City and adjacent residents and businesses to develop a Good Neighbor Agreement set of standards addressing items like noise, smoking areas, parking, security procedures, and litter prior to the start of operations.

(g) The emergency housing or emergency shelter facilities must be located within a half mile walking distance of a bus or rail transit stop so that transit dependent residents are able to reach services and employment.

(h) The organization managing and operating the emergency housing or emergency shelter facilities must work with the city to develop a set of standards and expectations that residents must agree to follow prior to the start of operations (Code of Conduct).

(i) To avoid a concentration of emergency housing or emergency shelter facilities, at the time of application, there shall be no other approved emergency housing or shelter facility located within a half mile of the

proposed emergency housing or shelter facility site. For the purposes of this subsection, distance shall be measured in a straight line between the closest property line of the existing facility and the closest property line of the proposed facility. For purposes of this section, if the City receives applications for proposed facilities that are within a half mile of each other, the first complete application received by the City shall be given priority.

- (j) An emergency housing facility and an emergency shelter facility may not be permitted on the same lot simultaneously.
- (k) The organization managing and operating the emergency housing or emergency shelter facilities shall be responsible for the operation and maintenance of the facility itself, as well as the conduct of the residents of the facility on and in the immediate vicinity of the lot, to the maximum extent permitted by law, regardless of whether the organization contracts with a third party for the provision of any services related to the facility itself or its residents.
- (l) The possession or use of illegal drugs at an emergency housing or shelter facility or the property occupied by the facility is prohibited.
- (m) The organization managing and operating the emergency housing or emergency shelter facilities shall be responsible for the safety of residents of the facility, and shall establish a plan to remove individuals who present a threat to other residents or the property of other residents.
- (n) If provided, exterior lighting must be directed downward and glare must be contained within the facility site.
- (o) Trash receptacles must be provided in multiple locations throughout the facility and site. A regular trash patrol in the immediate vicinity of the site must be provided.
- (p) The organization managing and operating the emergency housing or emergency shelter facilities shall provide the City written documentation of the following:
 - (i) A description of the proposed staffing and operational characteristics, including confirmation of sanitation and basic safety measures required for emergency shelters.
 - (ii) A description of the proposed population to be served and code of conduct to be observed including conflict resolution steps.
 - (iii) Criteria for rejection or removal of an individual seeking access to the facility.
 - (iv) A plan for managing the exterior appearance of the proposed site including trash/litter.
 - (v) A phone number, email, and point of contact at the site of the facility for the community to report concerns.
 - (vi) A plan for addressing reported concerns and documenting resolution, and making this information publicly available.
 - (vii) A proposed site plan showing compliance with all requirements set forth in the applicable sections of Title 18 of the Covington Municipal Code, and applicable fire and building codes set forth in Title 15 of the Covington Municipal Code.
 - (viii) Emergency housing and shelter facilities must have two naloxone (Narcan) kits onsite, and staff must be trained in how to administer the naloxone.
 - (ix) The possession of any of the weapons described in RCW 9.41.280(1) at an emergency housing or shelter facility or the property occupied by the facility is prohibited.

- (q) The maximum number of residents in a facility is limited to the general capacity of the building and the level of staffing to be provided, but in no case more than 30.
- (r) The organization managing and operating the emergency housing or emergency shelter facilities must develop coordination plans with the Police and Fire Departments including protocols for response to the facility and to facility residents throughout the City. If calls for law enforcement service exceed an agreed upon threshold in any given quarter, the facility operator will work with the City to reduce calls below the threshold level.
- (s) The organization managing and operating the emergency housing or emergency shelter facilities must provide regular reports to the City on how it is meeting performance metrics such as placement into permanent housing or addiction treatment programs.
- (t) The organization managing and operating the emergency housing or emergency shelter facilities must submit a parking plan acceptable to the City showing that it has adequate parking to meet the expected demand from residents, staff, service providers and visitors.
- (u) The organization managing and operating the emergency shelter facilities shall provide sanitation and basic safety measures including the following:
- a. One portable or permanent toilet per 20 persons at a minimum, with a handwashing station at each toilet.
 - b. Rodent-proof litter receptacles and food storage containers.
 - c. Two large first-aid kits that include emergency eye wash bottles.
 - d. Secured area for dry supplies storage (blankets, clothing, food, first-aid).
 - e. A kitchen area at least 20 feet from any sleeping areas, with handwashing and dishwashing stations stocked with soap.
 - f. Cleaning supplies including work gloves, disposable gloves, trash grabber-tool, disinfectant, hand sanitizer, masks, buckets, paper towels, etc.
 - g. Feminine hygiene products.
 - h. Three- to four-foot-wide aisle between sleeping structures so as to be ADA compliant and accessible by emergency services personnel.

18.31.080 Permitted land uses.

(1) The use of a property is defined by the activity for which the building or lot is intended, designed, arranged, occupied or maintained. The use is considered permanently established when that use will or has been in continuous operation for a period exceeding 60 days. A use which will operate for less than 60 days is considered a temporary use, and subject to the requirements of Chapter 18.85 CMC.

(2) Explanation of Permitted Use Table.

(a) The permitted use table in this chapter determines whether a use is allowed in a district. The name of the district is located on the vertical column and the use is located on the horizontal row of these tables.

(b) If the letters “NP” appear in the box at the intersection of the column and the row, the use is not permitted in that district, except for certain temporary uses.

(c) If the letter “P” appears in the box at the intersection of the column and the row, the use is allowed in that district subject to the review procedures specified in Chapter 14.30 CMC and the general requirements of the code.

(d) If the letter “C” appears in the box at the intersection of the column and the row, the use is allowed subject to the conditional use review procedures specified in Chapter 14.30 CMC and conditional use fees as set forth in the current fee resolution, and the general requirements of the code.

(e) If a number appears next to a specific use or in the box at the intersection of the column and the row, the use may be allowed subject to the appropriate review process indicated above, the general requirements of the code and the specific conditions indicated in the permitted use conditions with the corresponding number in the code subsection immediately following the permitted use table.

(f) All applicable requirements shall govern a use whether or not they are cross-referenced in a section.

(3) Permitted Use Table.

Use Categories	Town Center (TC) ²³	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO) ¹
Residential				
Dwelling Unit, Accessory	NP	NP	NP	P ²
Dwelling Unit, Multifamily	P ²⁶	P	P	P
Dwelling Unit, Single-Family Attached, Detached or Cottage Housing ^{21, 27}	NP	NP	NP	P ²
Senior Citizen Assisted Housing	P	P	P	C
<u>Supportive Housing</u>				
<u>Emergency shelter</u>	<u>P³¹</u>	<u>P³¹</u>	<u>P³¹</u>	<u>P³¹</u>
<u>Emergency housing</u>	<u>P³¹</u>	<u>P³¹</u>	<u>P³¹</u>	<u>P³¹</u>
<u>Permanent supportive housing</u>	<u>P³⁰</u>	<u>P³⁰</u>	<u>P³⁰</u>	<u>P³⁰</u>
<u>Transitional housing</u>	<u>P³⁰</u>	<u>P³⁰</u>	<u>P³⁰</u>	<u>P³⁰</u>
Commercial				
Adult Entertainment	NP	P ³	P ³	NP
Business Services ¹⁹	P ⁵	P	P	P ^{4, 5}
Drive-Through Use	NP	P	P	NP

Use Categories	Town Center (TC) ²³	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO) ¹
Farmers' Markets and Public Markets ⁶	P	P	P	NP
Gambling and Card Rooms	NP	NP	NP	NP
Home Occupation and Live/Work	P	P	P	P
Veterinary Clinics (SIC 074), Animal Shelters, Kennels, and Catteries ²⁰	NP	NP	P	NP
Outdoor Commercial	NP	NP	P	NP
Personal and Beauty Services ²¹	P	P	P	P
Private Electric Vehicle Parking Facility (Primary Use)			p ^{5,24}	
Private Parking Facility (Primary Use)	NP	NP	NP	NP
Professional Office	P	P	P	P
Retail Trade and Services – 100,000 sq. ft. or less for all structures	p ⁵	P	p ¹⁰	p ^{4,5}
Retail Trade and Services – greater than 100,000 sq. ft. for all structures	C ^{5,9,18}	P	p ¹⁰	NP
Shooting Ranges ²⁵	NP	NP	P	NP
Storage/Self Storage	NP	p ⁵	P	NP
Temporary Lodging/Hotel	P	P	P	C ²²
Marijuana Retailer and Retail Outlets ²⁸	NP	P	P	NP
Cultural/Recreation				
Cinema, Performing Arts and Museums	P	P	P	NP
Meeting Hall/Other Group Assembly	P	P	P	C
Physical Fitness/Recreation Club	P/C ²⁹	P	P	P
Recreation, Indoor	P/C ²⁹	P	P	P
Recreation, Outdoor	C	P	P	P
Religious	C ⁷	P	P	C
Health Services				
Emergency Care Facility	C ^{9,18}	P	NP	NP
Hospital	NP	P	NP	NP
Medical Office/Outpatient Clinic	p ⁸	P	NP	P
Nursing/Personal Care Facility	NP	P	NP	C
Industrial/Manufacturing				
Asphalt Plants	NP	NP	NP	NP
Light Industrial/Manufacturing	NP	NP	p ¹⁰	NP
Government/Institutional¹¹				
Essential Public Facilities	NP	NP	C	NP

Use Categories	Town Center (TC) ²³	Mixed Commercial (MC)	General Commercial (GC)	Mixed Housing Office (MHO) ¹
Government Services	P	P	P	P ¹²
Major Utility Facility	C ¹⁴	C	P	C
Minor Utility Facility	P ¹⁵	P	P	P
Schools: Compulsory, Vocational and Higher Education	C ¹³	P	NP	C
Wireless Communication Facilities ¹⁶				
Antenna, Collocation on an Existing Structure ¹⁷	P	P	P	P
Wireless Communication Facility Tower	NP	NP	NP	NP

(4) Permitted Use Conditions.

1. a. Unless the use can be accommodated within an existing structure, development and/or redevelopment in the Covington Firs and Covington Township subdivisions shall be a minimum of two acres;
 - b. Be contiguous to a non-single-family use of two acres or more to be eligible to redevelop to a new use; and
 - c. Successive development cannot isolate existing single-family residential lots less than two acres (as a group) between developments.
2. a. No new subdivision of land is permitted for single-family homes except for townhouses and cottage developments. The exception is a binding site plan for commercial uses.
 - b. New single-family homes are allowed on existing single-family lots.
 - c. An accessory dwelling unit is allowed as an accessory to a single-family detached unit subject to the development standards in CMC 18.25.030(7).
3. Adult entertainment uses are prohibited within certain locations pursuant to the development standards provided in Chapter 5.20 CMC and CMC 18.25.040(2).
4. This use is restricted to a maximum of 5,000 gross square feet within the MHO district.
5. Services and operations other than customer parking shall be fully contained within a structure.
6. Temporary farmers’ and public markets shall be permitted in accordance with CMC 18.85.125.
7. The development shall not occupy more than one acre for the total of the site development, including any planned phases and/or expansions.
8. a. Buildings greater than four stories shall provide 80 percent of required parking within a structure. Structured parking shall not front onto 171st Ave. SE.
 - b. Medical office uses greater than two stories shall have a minimum of 60 percent ground floor retail trade and services and 40 percent business and professional services when fronting onto 171st Ave. SE, unless otherwise allowed through the development agreement process in Chapter 18.114 CMC and further specified in CMC 18.31.045.
9. The development shall be located west of the proposed 171st Ave. SE road alignment with frontage onto 168th Pl. SE or the planned SE 276th St. alignment.

10. All structures shall meet the required setbacks, landscaping and all other standards contained in this chapter. Equipment storage, manufacturing activities, and wrecked, dismantled and/or inoperative vehicles shall be enclosed in a structure or fully screened from public right-of-way, including SE 272nd St. and Covington Way with Type I landscaping in accordance with CMC 18.40.040.
11. Maintenance yards, substations and solid waste transfer stations are not permitted in the TC, MC, or MHO downtown zoning districts.
12. Transit stations and park and ride facilities, not including bus stops, shall be reviewed by a conditional use permit pursuant to CMC 18.125.040.
13. All schools for compulsory, vocational and higher education shall be located on the upper floors of a mixed-use building that includes ground floor commercial uses, unless otherwise allowed through the development agreement process in Chapter 18.114 CMC and further specified in CMC 18.31.045.
14. All facilities shall not occupy more than one acre of a site and the facility shall be screened with Type I landscaping in accordance with CMC 18.40.040.
15. Minor utility facilities, such as telecom, fiber optics, Internet and similar facilities, shall be located within a fully enclosed structure, unless otherwise determined by the Director.
16. Chapter 18.70 CMC, Wireless Communication Facilities, outlines the approval and review process. In the event of a conflict between the requirements of Chapter 18.70 CMC and the requirements of this chapter, Chapter 18.70 CMC shall govern.
17. All antennas and ancillary wireless communication facilities shall be concealed facilities and mounted on an existing building or structure or placed underground as provided for in Chapter 18.70 CMC.
18. a. Emergency care facilities shall not occupy more than four acres for the total of the site development including any planned phases and/or expansions of the emergency care use;
 - b. Shall not exceed 50,000 square feet of total building square footage; and
 - c. Shall not exceed more than two stories or 35 feet whichever is greater.
19. Gasoline service stations and battery exchange stations are limited to the general commercial and mixed commercial districts and subject to the following conditions:
 - a. A gasoline service station shall be limited to eight pumps and 16 price gauges to service no more than 16 vehicles.
 - b. A battery exchange station shall provide a minimum of three stacking spaces.
 - c. Stacking spaces and drive-through facilities shall be designed in accordance with CMC 18.50.080.
 - d. Any associated materials, equipment storage, outdoor storage tanks and battery exchange activities shall be within a fully enclosed structure, unless otherwise determined by the Director.
20. a. No burning of refuse or dead animals is allowed;
 - b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas shall be surrounded by an eight-foot-high solid wall and surfaced with concrete or other impervious material;
 - c. Subject to animal keeping provisions of Chapter 18.80 CMC;
 - d. Prior to issuance of a development permit, documentation shall be provided by a qualified acoustical consultant, for approval by the Community Development Director, verifying that the expected noise to be

emanating from the site complies with the standards set forth in WAC 173-60-040(1) for a Class B source property and a Class A receiving property;

- e. Not permitted in any subdivision containing dwelling units; and
- f. May only treat domestic animals on premises.

21. Day care I is allowed only as an accessory to a single-family detached unit.

22. Except bed and breakfasts, guesthouses are permitted outright and do not require a conditional use permit.

23. Mixed-use structures greater than one story shall provide ground floor retail, restaurant, or personal services along 60 percent of the building facade, unless otherwise allowed through the development agreement process in Chapter 18.114 CMC and further specified in CMC 18.31.045. Permitted uses under the headings of cultural/recreation and governmental/institutional in subsection (3) of this section are exempt from this provision.

24. Parking facilities shall be fully screened from the public right-of-way with Type 1 landscaping in accordance with CMC 18.40.040.

25. a. The indoor shooting range, including its plans, rules, procedures, management and staff, shall comply with the applicable safety guidelines and provisions in the latest edition of “the Range Source Book” (National Rifle Association of America: Fairfax, Virginia) or its successor, as appropriate to the type of facility involved.

b. Any new development proposal and/or business license application for an indoor shooting range shall be accompanied by a notarized letter by the shooting facility operator that the facility complies with Federal and State regulations, meets commonly accepted shooting facility safety and design practices, and will be operated in a manner that protects the safety of the general public.

c. Outdoor shooting ranges are not permitted.

26. a. Multifamily residential dwellings in the TC zone shall be located in a minimum three-story mixed-use structure; and

b. Sixty percent or more of the ground floor abutting a street, public space, public plaza and/or public green space shall be occupied by one or more of the following permitted uses: retail, restaurant or personal services, unless otherwise allowed through the development agreement process in Chapter 18.114 CMC and further specified in CMC 18.31.045. Driveways, service and truck loading areas, parking garage entrances and lobbies shall not be included in calculating the required percentages of ground floor use.

27. New and existing single-family attached and detached dwellings within commercial zones shall abide by the density and dimension standards for the R-8 zone provided in CMC 18.30.030.

28. Subject to the applicable 1,000-foot and 500-foot sensitive use buffers outlined in CMC 18.33.050.

29. “Physical fitness/recreation clubs” and “recreation, indoor” facilities are permitted outright when located within an existing building or located within a new mixed-use development; otherwise, a conditional use is required for a new standalone facility.

[30. The requirements of CMC 18.25.030\(A\), Footnote 11. are required.](#)

[31. The requirements of CMC 18.25.030\(A\) Footnote 12. are required.](#)

14.30.040 Decision types.1

Type 1	Type 2	Type 3	Type 4
Building Permit (15.05) Grading Permit (14.60) Boundary Line Adjustment (17.40) Right-of-Way Use Permit (12.35) Design and Construction Standards Deviation (12.60) Clearing and Grading Design Deviation (14.60) Shoreline Exemption (16.05) Code Interpretation (14.30) Miscellaneous Administrative Decisions Minor Tree Removal (18.45) WCF Collocation on a Tower (18.70) Final Subdivision ⁴ (17.25) Final Short Subdivision (17.25) Permanent Supportive Housing (18.25, 18.31) Transitional Housing Facilities (18.25, 18.31)	Short Subdivision (Including Revisions and Alterations) (17.20) Design and Construction Standards Variance (12.60) Clearing and Grading Design Variance (14.60) Design Departure from the City of Covington Design Guidelines and Standards (18.31) Downtown Permitted Use Determination (18.31) Temporary Use (18.85) Shoreline Substantial Development Permit ² (16.05) SEPA Threshold Determination ³ Commercial Site Development Permit (18.31 and 18.110) Re-use of Facilities (18.85) Critical Areas Reasonable Use Exceptions (18.65) Binding Site Plan (17.30) Major Tree Removal (18.45) Stormwater Manuals Variance (13.25) Wireless Communication Facilities Collocations (18.70) Emergency Housing (18.25, 18.31) Emergency Shelter (18.25, 18.31)	Shoreline Conditional Use ² (16.05) Shoreline Variance ² (16.05) Preliminary Subdivision (17.20) Plat Alterations (17.25) Preliminary Subdivision Revisions (17.20) Zoning Variance (18.125) Conditional Use Permits (18.125) New Wireless Communication Facility Towers and Height Modifications (18.70)	Shoreline Environment Redesignations (16.05) Plat or Short Plat Vacations (17.25) Street Vacations (12.55)

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

² See CMC 16.05.090(13), Appeals, for shoreline decisions and permits. Any Type 1 decision made by the Shoreline Administrator may be appealed to the Hearing Examiner. When applications for shoreline permits are combined with other permits requiring Type 3 or 4 land use decisions, the Examiner, not the Director, makes the decision. All shoreline permits, including shoreline substantial development permits, shoreline variances and conditional uses, and the upholding of a letter of exemption are appealable to the State Shorelines Hearings Board and not to the Hearing Examiner.

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

⁴ Final subdivisions are submitted to the Department for review and are approved by City Manager or by his or her designee.

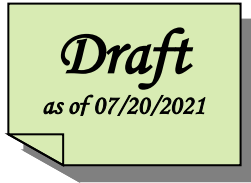
Covington City Council Meeting
Date: July 27, 2021

**DISCUSSION OF
FUTURE AGENDA ITEMS:**

5:40 p.m., Tuesday, August 10, 2021 Special Meeting
Planning Commission Interview

7:00 p.m., Tuesday, August 10, 2021 Regular Meeting

(Draft Agenda Attached)



CITY COUNCIL SPECIAL MEETING AGENDA – 5:40 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – 7:00 P.M.
www.covingtonwa.gov

Tuesday, August 10, 2021
7:00 p.m.

Telephonically/Virtually
via Zoom Platform

Note: Council will interview Planning Commission applicants telephonically/virtually beginning at 5:40 p.m.

These city council special and regular meetings will be held telephonically and virtually in compliance with state executive and legislative actions responding to the COVID-19 emergency.

The City Council Special and Regular Meetings will be held as follows:

Join Online:

<https://us02web.zoom.us/j/82701480287?pwd=WDF3dnNOMHINQmRLS2xja1FQM294Zz09>

Passcode: 08-10Cov

Join by Phone: 253-215-8782

Webinar ID: 827 0148 0287

Passcode: 45604470

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Recognition of 47th District Legislators
- Childhood Cancer Awareness Month Proclamation (Sarah Stephenson)
- National Recovery Month (King County Department of Community and Human Services)

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: July 13, 2021 Special Meeting – Joint Study Session with Equity, Cultural, and Social Justice Commission Minutes; July 13, 2021 Special (Interview) and Regular Meeting Minutes; July 20, 2021 Special Meeting – Joint Study Session with Kent School District Board Minutes; and July 27, 2021 Special and Regular Meeting Minutes (Michaud)
- C-2. Vouchers (Parker)

- C-3. Authorize City Manager to Execute a Washington State Department of Transportation Construction Agreement for the SR 516: Jenkins Creek to 185th Place SE Project (CIP 1127) (Lindskov)

PUBLIC HEARING

1. Receive Public Testimony on the Planning Commission Recommendation Regarding Downtown Development Adoption of a Form Based Code and Other Amendments Related to SEPA Infill Exemption and Multifamily Tax Exemption (Harriman)

NEW BUSINESS

2. Consider Appointments to Planning Commission (Council)
3. 2021 Second Quarter Financial Report (Parker)
4. Discuss Selection of Citizen and Honorary Citizen of the Year (Slate)
5. Consider Approving the Purchase of Parcel 302206-9052 for Use as a Public Park and Authorize City Manager to Execute Closing Documents and Complete Other Necessary Actions Necessary to Acquire the Property (Newton)
6. 2021 Design and Construction Standards Update (Vondran)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT See guidelines above in first public comment section

EXECUTIVE SESSION – if needed

ADJOURN

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