



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

Tuesday, August 28, 2018
7:00 p.m.

City Council Chambers
16720 SE 271st Street, Suite 100, Covington

Council will interview Economic Development Council and Youth Council applicants beginning at 5:40 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- National Recovery Month Proclamation
- Chief for a Day Proclamation – Chief JK
- Bonneville Power Administration Historical Designation (Tama Tochiyara, BPA Historian)

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 10, 2018 Regular Meeting and July 24, 2018 Special & Regular Meetings (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Authorize City Manager to Execute Amendment to Agreement with Parametrix for Environmental Consulting Services (Lyons)
- C-4. Pass Ordinance Rescinding Biennial Budget Ordinance (Hendrickson)
- C-5. Adopt Resolution Amending Hearing Examiner Rules of Procedure (Bates)

REPORTS OF COMMISSIONS

- Economic Development Council Chair Josh Lyons
- Youth Council Member
- Human Services Chair Leslie Hamada
- Arts Chair Ed White
- Parks & Recreation Chair Laura Morrissey
- Planning Chair Chele Dimmett

NEW BUSINESS

1. Consider Appointments to Youth Council (Council)
2. Consider Appointment to Human Services Commission (Council)
3. Present Human Services Recommendation for 2018-2024 Human Services Master Plan (Johnston)
4. 2018 Second Quarter Financial Report (Hendrickson)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – 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: August 28, 2018

SUBJECT: APPROVAL OF MINUTES: JULY 10, 2018 CITY COUNCIL REGULAR MEETING MINUTES AND JULY 24, 2018 CITY COUNCIL SPECIAL & REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the July 11, 2018 City Council Regular Meeting Minutes and July 24, 2018 City Council Regular & Special Meeting Minutes.

City of Covington
Regular City Council Meeting Minutes
Tuesday, July 10, 2018

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, July 10, 2018, at 7:04 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Fran Hollums, Marlla Mhoon, Paul Selland, and Sean Smith.

STAFF PRESENT:

Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Bob Lindskov, City Engineer; Richard Hart, Community Development Director; Salina Lyons, Principal Planner; Rob Hendrickson, Finance Director; Kathy Hardy, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Mayor Pro Tem Smith seconded to approve the Agenda. Vote: 7-0. Motion carried.

PUBLIC COMMUNICATION:

- University of Washington GIS Student Brad Srebnik gave a presentation on Covington bike routes and potential locations for an off-leash dog park.
- Justin Olds received a proclamation honoring him as a Special Olympics Athlete.
- Jennifer Harjehausen accepted the 2018 Citizen of the Year Proclamation.
- Laura Roth was proclaimed the 2018 Honorary Citizen of the Year; however, she was unable to attend the Council meeting.

The Council recessed from 7:35 to 7:50 p.m. for the Citizen of the Year reception.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

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

APPROVE CONSENT AGENDA:

- C-1. Minutes: May 23, 2018 City Council Special Meeting – Joint Study Session with Black Diamond/Covington/Maple Valley Minutes.

- C-2. Vouchers: Vouchers #37572 - #37618, including ACH payments in the amount of \$2,424,099.94, dated June 8, 2018; and Vouchers #37619 - #37684, including ACH payments in the amount of \$451,334.31, dated June 22, 2018; Paylocity Payroll Vouchers #1008728263 - #1008728275 inclusive, plus employee direct deposits and wire transfers, in the amount of \$221,612.60, dated June 15, 2018; and Paylocity Payroll Vouchers #1008805056 - #1008805069 inclusive, plus employee direct deposits and wire transfers, in the amount of \$213,445.65, dated June 29, 2018.
- C-3. Authorize the City Manager to Execute an Amendment to Agreement with ORB Architects for Aquatic Center Condition Assessment.
- C-4. Authorize the City Manager to Execute an Agreement with DCI Engineers for Real Estate Services (CIP 1201).

Council Action: Councilmember Mhoon moved and Councilmember Cimaomo seconded to approve the Consent Agenda. Vote: 7-0. Motion carried.

NEW BUSINESS;

- 1. Discussion on Washington Voting Rights Act.

City Manager Regan Bolli introduced this item, and City Attorney Kathy Hardy gave the staff report.

Council provided comments and asked questions, and Mr. Bolli and Ms. Hardy provided responses.

- 2. Consider Ordinance Amending Downtown Zoning Districts Density and Dimension Standards to Reduce Setbacks in the Mixed Housing and Office Zone.

Community Development Director Richard Hart gave the staff report on this item.

Council asked questions, and Mr. Hart and Principal Planner Salina Lyons provided responses.

ORDINANCE NO. 04-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING COVINGTON MUNICIPAL CODE SECTION 18.31.090(1) RELATING TO DOWNTOWN ZONING DISTRICTS DENSITY AND DIMENSION STANDARDS AND REDUCING SETBACKS IN THE MIXED HOUSING AND OFFICE (MHO) ZONING DISTRICT.

Council Action: Councilmember Mhoon moved and Councilmember Cimaomo seconded to adopt Ordinance 04-2018, in substantial form as that provided in the agenda packet, which

amends Covington Municipal Code Section 18.31.090 Downtown Zoning Districts Density and Dimension Standards. Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:

Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

PUBLIC COMMENTS:

Mayor Wagner called for public comments.

Mary Pritchard, Covington resident, applauded choices for Citizen and Honorary Citizen of the Year. Ms. Pritchard noted that citizens elect councilmembers, not businesses.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:52 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, July 24, 2018

INTERVIEWS: The Council conducted an interview for the Covington Economic Development Council from 6:20 to 6:40 p.m. Applicant interviewed: Laura Roth. The applicant scheduled to interview for the Youth Council at 6:00 p.m. was not able to attend the scheduled interview. The other applicant scheduled to interview for the Covington Economic Council at 6:40 p.m. was not present at the interview.

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, July 24, 2018, at 7:00 p.m., with Mayor Jeff Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Fran Hollums, Marlla Mhoon, Paul Selland, and Sean Smith.

STAFF PRESENT:

Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Rob Hendrickson, Finance Director; Kathy Hardy, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

Mayor Wagner requested a moment of silence in honor of Kent Police Officer Diego Moreno who was killed in the line of duty.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Councilmember Cimaomo seconded to approve the Agenda as amended to remove *Item No. 1, Consider Appointment to Youth Council* and to add a new *Item 1, ADA-Compliant Curb Ramps Project*. **Vote: 7-0. Motion carried.**

PUBLIC COMMUNICATION:

- Zeinab Sow provided an update on Republic Services recycling.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Leroy Stevenson, Covington resident, spoke in opposition to Agenda Item No. 5 regarding Proposition No. 1 on the November 6, 2018 General Election Ballot.

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

APPROVE CONSENT AGENDA:

- C-1. Minutes: June 12, 2018 City Council Special & Regular Meeting Minutes and July 10, 2018 City Council Special Meeting-Joint Study Session with Parks & Recreation Commission Minutes.
- C-2. Vouchers: Vouchers #37685 - #37741, including ACH payments in the amount of \$926,779.46, dated July 6, 2018; and Paylocity Payroll Vouchers #1008871706 - #1008871716 inclusive, plus employee direct deposits and wire transfers, in the amount of \$221,605.59, dated July 13, 2018.
- C-3. Authorize the City Manager to Execute the Washington State Department of Transportation Title VI Nondiscrimination Agreement.

Council Action: Councilmember Mhoon moved and Councilmember Harto seconded to approve the Consent Agenda. Vote: 7-0. Motion carried.

REPORTS OF COMMISSIONS:

Economic Development Council – Chair Josh Lyons gave the report.

Youth Council – No report.

Human Services Commission – Chair Leslie Hamada provided a handout on the Polaris Apartment Complex Event and gave the report.

Arts Commission – Chair Ed White gave the report.

Parks & Recreation Commission – No report; meeting canceled.

Planning Commission – No report.

FUTURE AGENDA ITEMS:

Mayor Wagner asked councilmember to view the draft meeting agenda for August 14 and consider canceling that meeting due to lack of agenda items.

Council Action: Councilmember Cimaomo moved and Councilmember Harto seconded to cancel the August 14, 2018 Regular Council Meeting. Vote: 7-0. Motion carried.

NEW BUSINESS;

- 1. ADA-Compliant Curb Ramps Project.

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

Council Action: Councilmember Cimaomo moved and Councilmember Mhoon seconded to authorize the City Manager to award the 2018 Overlay ADA-Compliant Curb Ramps Project to the lowest, most qualified contractor if under the Engineer’s Estimate of \$295,550. Vote: 7-0. Motion carried.

- 2. Consider Appointments to Economic Development Council.

Council Action: Councilmember Cimaomo moved and Councilmember Harto seconded to appoint Laura Roth to fill a position on the Covington Economic Development Council with a term expiring July 31, 2020. Vote: 7-0. Motion carried.

3. Presentation of Covington Aquatic Center Condition Assessment.

Parks & Recreation Director Ethan Newton introduced this item, and then turned the presentation of the assessment over to Jeff Anderson of ORB Architects.

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

Council Action: There was Council consensus to request staff to schedule a future Study Session for Council to discuss the condition assessment in more detail.

4. Review 2018 Summit Action Items.

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

Councilmembers voiced appreciation of these updates.

5. Consider Resolution Calling for Inclusion of Proposition 1 on the November 6, 2018 General Election Ballot to Authorize a Sales and Use Tax to Fund Transportation Needs and Consideration of the Voter Pamphlet Explanatory Statement.

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

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

RESOLUTION NO. 2018-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, PROVIDING FOR A BALLOT PROPOSITION TO BE SUBMITTED TO THE QUALIFIED VOTERS OF THE CITY AT AN ELECTION TO BE HELD ON NOVEMBER 6, 2018, AUTHORIZING A SALES AND USE TAX WITHIN THE CITY AT THE RATE OF TWO-TENTHS OF ONE PERCENT (0.2%), COMMENCING APRIL 1, 2019, FOR A PERIOD NOT TO EXCEED TEN YEARS, FOR THE PURPOSE OF PAYING FOR OR FINANCING THE COST OF TRANSPORTATION IMPROVEMENTS; SETTING FORTH THE TEXT OF BALLOT PROPOSITION 1; DIRECTING PROPER CITY OFFICIALS TO TAKE NECESSARY ACTIONS; AND PROVIDING FOR OTHER PROPERLY RELATED MATTERS.

Council Action: Councilmember Harto moved and Councilmember Mhoon seconded to approve Resolution No. 2018-09 calling for the inclusion of a proposition on the November 6, 2018 General Election ballot to authorize a 0.2% sales and use tax within the City, in

substantial form as that provided in the agenda packet. Vote: 6-0. Motion carried. Councilmember Selland abstained.

Council Action: Councilmember Harto moved and Councilmember Hollums seconded to approve the Explanatory Statement, in substantial form as that provided in the agenda packet, as the Explanatory Statement for the sales and use tax proposition to be included in the voters’ pamphlet for the November 6, 2018 General Election. Vote: 7-0. Motion carried.

City Manager Regan Bolli requested councilmembers to review the draft voter notice handouts and provide feedback. Councilmembers provided comments and suggestions.

5. Consider Appointments to Pro and Con Committees for 2018 Ballot Measure.

City Clerk/Executive Assistant Sharon Scott gave the staff report on this item.

Council Action: Councilmember Cimaomo moved and Councilmember Hollums seconded to appoint Cynthia “Sam” Calhoun, Elizabeth Porter, and Chele Dimmett to the Pro Committee. Vote: 7-0. Motion carried.

Council Action: Councilmember Cimaomo moved and Councilmember Selland seconded to appoint Leroy Stevenson, Phillip Jones, and Jack Champlain to the Con Committee. Vote: 7-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

PUBLIC COMMENTS:

Mayor Wagner called for public comments.

Leroy Stevenson, Covington resident, provided a point of clarification regarding the Transportation Benefit District and the car tab fees versus the sales and use tax. Mr. Stevenson also provided recommendations on the Aquatic Center condition assessment.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:18 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C- 2

Covington City Council Meeting

Date: August 28, 2018

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #37742 - #37807, including ACH payments in the amount of \$548,663.96, dated July 20, 2018; Vouchers #37808 - #37878, including ACH payments in the amount of \$392,016.04, dated August 3, 2018; Paylocity Payroll Vouchers #1008952143 - #1008952159 inclusive, plus employee direct deposits and wire transfers, in the amount of \$235,706.34, dated July 27, 2018; and Paylocity Payroll Vouchers #1009020847 - #1009020861 inclusive, plus employee direct deposits and wire transfers, in the amount of \$233,560.69, dated August 10, 2018.

PREPARED BY: Casey Parker, Senior Accountant

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #37742 - #37807, including ACH payments in the amount of \$548,663.96, dated July 20, 2018; Vouchers #37808 - #37878, including ACH payments in the amount of \$392,016.04, dated August 3, 2018; Paylocity Payroll Vouchers #1008952143 - #1008952159 inclusive, plus employee direct deposits and wire transfers, in the amount of \$235,706.34, dated July 27, 2018; and Paylocity Payroll Vouchers #1009020847 - #1009020861 inclusive, plus employee direct deposits and wire transfers, in the amount of \$233,560.69, dated August 10, 2018.

Consent Agenda Item C-3

Covington City Council Meeting

Date: August 28, 2018

SUBJECT: AUTHORIZE THE CITY MANAGER TO AMEND CAG 018-2017,
A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR
ENVIRONMENTAL CONSULTING SERVICES.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENTS:

1. Original Professional Services Agreement CAG 018-2017
2. Amendment #1
3. Exhibit B, 2018 Compensation

PREPARED BY: Krista Bates, Assistant Planner/Code Enforcement Officer
Salina Lyons, Principal Planner

EXPLANATION:

Parametrix has provided professional environmental consulting services to the city since 2006. Council authorized the city's contract CAG 018-2017 with Parametrix on February 14, 2017 (Attachment 1).

This amendment will clearly identify the contract amounts for the years 2017 and 2018 as the original contract term was two years but did not specify the budget amount allocated for each year. The amendment will also include an updated Exhibit B (2018 Compensation) to define the time and expense rates charged by Parametrix for their reviews.

FISCAL IMPACT:

In 2017, the City paid Parametrix \$50,416.67, which was within the 2017 contract amount. The 2018 budget authorizes \$63,000 to be paid to Parametrix per this contract. Of the \$63,000, it is estimated that \$55,000 will be paid for out of the General Fund; \$5,000 will be paid for out of the Development Services Fund and reimbursable through associated development fees; and \$3,000 for work to continue the critical area maintenance program.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to approve the contract amendment #1 to Contract 018-2017 with Parametrix for environmental consulting services to include 2017 and 2018 contract amounts and update Exhibit B for Compensation, in substantial form as that attached hereto, and authorizing the City Manager to sign the contract amendment.

REVIEWED BY: City Manager, City Attorney, Finance Director

**CITY OF COVINGTON
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Covington, Washington, a Washington municipal corporation (the "City"), and Parametrix, Inc., (the "Consultant"), a Washington corporation. The City and the Consultant are each a "Party" to this Agreement and collectively referred to as the "Parties".

WHEREAS, the City has determined the need to have certain professional services performed for its citizens but does not have the manpower or expertise to perform such professional services; and

WHEREAS, the City desires to have the Consultant perform such professional services pursuant to certain terms and conditions;

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall perform those services described on Exhibit A, Scope of Services and 2017 - 2018 Work Plan, attached hereto and incorporated herein by this reference (the "Services"), performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the City. In performing the Services, the Consultant shall comply with all federal, state, and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards, and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. The Consultant shall not modify in any way the scope or schedule of the Services without the prior written approval of the City. Time is of the essence in every aspect of performance of the Services.

2. TERM. This Agreement shall be in full force and effect from **February 1, 2017 (the "Effective Date")**, through and until **December 31, 2018**, unless sooner terminated under the provisions hereinafter specified.

3. COMPENSATION & PAYMENT.

3.1. Contract Amount. The total amount to be paid under this Agreement shall not exceed **\$55,000**.

3.2. Time & Expense; Rates. The City shall pay the Consultant for Services rendered on a time and expense basis based upon the Consultant's rates as indicated on Exhibit B, 2017 Compensation Rates (the "Rates"), attached hereto and incorporated herein by this reference. Except for as provided in Exhibit B, the Consultant shall not amend the Rates in any way without prior written approval from the City.

3.3. Payment. Payment will only be made by the City after the Services have been performed to the City's satisfaction, an invoice is submitted by the Consultant in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment by the City shall be made no later than ten (10) days after said invoice approval. Prior to or along with the first invoice submitted, the Consultant shall return to the City a completed "Request for Taxpayer Identification Number and Certification," also known as IRS form W-9. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4. EXTRA WORK. The City may desire to have the Consultant perform work or render services other than those Services expressly provided for in Section 1 of this Agreement. This will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment to this Agreement. Any costs incurred by the Consultant due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement.

5. KEY PERSONS. The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to performing the Services identified herein without the express written consent of the City, which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Agreement.

6. INDEPENDENT CONTRACTOR. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the Parties. The City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay, or any other benefit of employment and the Consultant shall pay all income and other taxes due. The Consultant shall be solely responsible for its acts and for the acts of its agents, employees, sub-consultants, or representatives during the performance of this Agreement. The Consultant shall have the sole judgment of the means, mode, or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

7. WARRANTY; ERRORS AND OMISSIONS; CORRECTIONS.

7.1. The Consultant warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, as applicable and required to perform the Services. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence, and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the Services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing work pursuant to this Agreement on behalf of the Consultant.

7.2. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all deliverables and work product prepared or performed under this Agreement. The Consultant, without additional compensation, shall correct or revise errors or mistakes in the Consultant's Services immediately upon notification by the City. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant's failure to comply with the requirements of this Agreement or failure to meet the professional standard of care and skill, or both.

7.3. The City's approval of the deliverables or work product prepared or performed under this Agreement shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS.

8.1. Work for Hire. Any and all original accounts, records, reports, designs, files, documents, drawings, specifications, data, or information, regardless of form or format or if finished or unfinished, and all other materials prepared or produced by the Consultant in connection with the Services under this Agreement (the "Materials") shall be deemed "work for hire" and shall be the property of the City whether the project or purpose for which they were created is executed or not.

8.2. Confidentiality. No confidential information obtained or created by the Consultant in performing the Services under this Agreement shall be disclosed to any person or party other than the City without the City's prior written consent. All of the Materials prepared or assembled by the Consultant under this Agreement will be treated as confidential to the extent allowed by Washington State laws regarding the disclosure of public information under Chapter 42.56 RCW

9. RECORDS.

9.1. Record Keeping. The Consultant shall maintain accounts, records, statements, reports, data, and information, including but not limited to personnel, property, financial, and programmatic records, that pertain to matters covered by this Agreement and that sufficiently and properly reflect all direct and indirect costs associated with performance of the Services required under this Agreement and any other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

9.2. Auditing. During the Term of this Agreement, the Consultant at any time during normal business hours, and as often as the City or state examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated representative to audit and inspect other data relating to all matters covered by this

Agreement. The City shall receive a copy of all audit reports as to the Consultant's activities. The City may, at its sole discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities that relate, directly or indirectly, to this Agreement.

9.3. Public Records Disclosure. The Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in Chapter 42.56 RCW. The Consultant shall fully cooperate and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created, and/or processed by the Consultant and related to the Services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five (5) business days of said demand. The Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall fully indemnify and hold harmless the City as set forth in Section 10 herein. The City will not assert an exemption from public disclosure on the Consultant's behalf. If the Consultant believes that its records are exempt from disclosure, the Consultant is obligated to seek an injunction under Chapter 42.56 RCW. The Consultant acknowledges that the City will have no obligation or liability to the Consultant if the records are disclosed. For the purposes of this subsection, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been constructed by Washington courts.

9.4. Survival. The rights and duties of the Parties under this section shall survive the expiration or termination of this Agreement for a period of three (3) years from the date of final payment under this Agreement.

10. INDEMNIFICATION. The Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims or demands for damages, losses, costs, attorneys' fees, or liability, including but limited to damages arising out of bodily injury or death to persons and damage to property, arising out of, caused by, or resulting from:

- the sole negligence or willful misconduct of the Consultant, its officers, employees, agents, or subconsultants;
- the concurrent negligence of the Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of the Consultant, its officers, employees, agents or subconsultants;
- the negligent performance or non-performance of this Agreement by the Consultant; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

WITH RESPECT TO THE PERFORMANCE OF THIS AGREEMENT AND AS TO CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, THE CONSULTANT EXPRESSLY WAIVES ITS IMMUNITY UNDER TITLE 51 OF THE REVISED CODE OF WASHINGTON, THE INDUSTRIAL INSURANCE ACT, FOR INJURIES TO ITS EMPLOYEES, AND AGREES THAT THE OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDED FOR IN THIS SECTION EXTENDS TO ANY CLAIM BROUGHT BY OR ON BEHALF OF ANY EMPLOYEE OF THE CONSULTANT. THIS WAIVER IS MUTUALLY NEGOTIATED BY THE PARTIES. This section shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees.

11. INSURANCE. The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representative, or employees, and in such forms and with such carriers who have a rating satisfactory to the City [*the required insurance coverage under this Agreement is indicated with a 'X' checkmark; if certain insurance coverage is not required, it is indicated as such with an 'NA'*]:

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

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

11.3. X Commercial General Liability. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury, and advertising in jury and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury, including personal injury or death, products liability, and property damage.

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

11.5. Additional Insurance Terms and Requirements.

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

11.5.2. The Consultant shall include all subcontractors at any tier as insureds and ensure that the Consultant's coverage of subcontractors under the Consultant's policies is not excluded by any policy provision or endorsement.

11.5.3. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

11.5.4. All required insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date of this Agreement is actually terminated or upon project completion and acceptance by the City.

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

11.5.6. The Consultant's insurance shall be primary as respect to the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Consultant's insurance.

11.5.7. The Consultant's maintenance of insurance as required above shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant's failure to maintain such insurance policies as required above shall be grounds for the City's immediate termination of this Agreement.

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

12. NO CONFLICT OF INTEREST. The Consultant confirms that the Consultant has no business interest or a close family relationship with any City officer or employee who was or will be involved in the selection, negotiation, drafting, signing, administration, or evaluation of the Consultant's work under this Agreement. As used in this section, the term "Consultant" includes any employee or agent of the Consultant who was, is, or will be, involved in the negotiation, drafting, signing, administration, or performance of this Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece, or nephew residing in the household of a City officer or employee described above.

13. DISPUTES. Any dispute or misunderstanding that may arise under this Agreement concerning the Consultant's performance shall first be managed through negotiations, if possible, between representative of each Party responsible for administration and/or performance of this Agreement. If such representatives of the Parties do not agree upon a decision within a reasonable period of time, either Party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate this Agreement. The City may withhold from any payment otherwise due an amount that the City in good faith finds to be under dispute or, if the Consultant provides no sufficient remedy, the City

may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Notwithstanding all of the above, if the City believes in good faith that some portion of the Services have not been completed satisfactorily, the City may require the Consultant to correct such work prior to payment by the City and/or at no cost to the City, pursuant to Section 7 herein.

14. TERMINATION.

14.1. For Cause. The City may terminate this Agreement for cause at any time upon written notification to the Consultant if the Consultant is in material breach of any of the terms of this Agreement.

14.2. For Reasons Beyond Control of Parties. Either party may terminate this Agreement at any time upon written notice to the other without recourse where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

14.3. For City's Convenience. The City may terminate this Agreement at any time without cause and for any reason, including the City's convenience, upon fourteen (14) days' written notice to the Consultant.

14.4. Actions upon Termination.

14.4.1. Within seven (7) calendar days of termination or expiration of this Agreement the Consultant shall provide the City with the most current Materials, in their original format or any other format as requested by the City, that the Consultant has produced as of the date of termination or expiration, along with copies of all correspondence and similar items related to the Services. The City shall have the same rights to use these Materials as if termination had not occurred; provided, however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product under this Agreement.

14.4.2. If termination occurs pursuant to Subsection 15.2 or 15.3 herein, the Consultant shall be paid for the Services properly performed prior to the date of termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under this Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

15. DISCRIMINATION PROHIBITED. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental, or physical handicap.

16. ASSIGNMENT AND SUBCONTRACT. The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

17. MISCELLANEOUS PROVISIONS.

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

17.2. Entire Agreement /Amendments. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations, or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement. This Agreement may not be modified or amended except by writing signed by all Parties hereto.

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

17.4. Remedies Cumulative. Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

17.5. Captions. The titles of sections or subsections are for convenience only and do not define or limit the contents.

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

17.7. Notices. All notices, payments, and other communications hereunder shall be in writing and shall be deemed to have been duly given if emailed, personally delivered, or mailed, by first class or certified mail, with postage prepaid to the relevant address included in the signature block below, or to such other person or place as one party shall furnish to the other in writing. Notices and payments shall be deemed given upon receipt of email or personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

17.8. Governing Law / Venue / Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington. In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party's reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney's fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy, and judicial proceedings, including appeals therefrom.

17.9. Survival. Except as provided for otherwise herein, Sections 7, 8, 9, 10, and 11 herein shall survive the expiration or termination of this Agreement.

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

17.11. Authority / Counterparts. Each individual executing this Agreement on behalf of the City and the Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City. This Agreement may be executed in one or more counterparts and as executed shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the Parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CITY OF COVINGTON
16720 SE 271st Street, Suite 100
Covington, WA 98042

CONSULTANT—PARAMETRIX, INC.
719 2nd Ave, Suite 200
Seattle, WA 98104

By: _____
Signature

2/16/17
Date

Regan Bolla
Type or Print Name

City Manager
Title

By: _____
Signature

2-24-17
Date

Jennifer Young
Type or Print Name

Division Manager
Title

ATTEST/AUTHENTICATED:



City Clerk

APPROVED AS TO FORM ONLY:



City Attorney

ATTACHMENTS:

- Exhibit A—City of Covington On-Call Environmental Services 2017-2018
- Exhibit B—Compensation, Effective February 1, 2017



Exhibit A

City of Covington On-Call Environmental Services – 2017 - 2018

Scope of Work

PHASE 01 – CITY CODE UPDATES - 2017

Objectives/Goals

Provide assistance to the City finalizing the Critical Areas Regulations (CAR) update which includes integrating previously provided CAR update recommendations into both Shoreline regulations, and the revised CAR update (CMC 18.65), and reviewing the City's FEMA-related regulations (in CMC 18.65) to identify if updates are needed. This Phase was initiated in 2016, but updates have not be completed. The City has requested additional assistance in 2017. The level-of-effort is somewhat unknown for this phase. Therefore, the budget will be an estimate, which could be exceeded but not without approval by the City.

Approach

Draft updated code sections were provided to the City in 2016. Meetings were held to refine the code sections based on Parametrix suggestions. Comments on the critical areas code were received by Ecology.

Parametrix will assist the City in assessing these comments and providing the City recommendations on the wording to the final CAR (CMC 18.65). In addition Parametrix will continue to assist the City to integrate critical areas code with shoreline regulations (in some areas).

In 2016, Parametrix provided updates to the flood hazards critical areas code and the flood protection chapter. Comments have been received from Ecology on portions of the flood hazard areas code. Parametrix shall assist the City with finalizing the applicable code sections.

Assumptions

- The City will provide comments on the applicable updated code sections electronically in Microsoft Word format.

Deliverables

1. Revised CAR code updates (in Word document with recommendations in redline format using track changes and comments.
2. Revised Shoreline code updates (in Word document with recommendations in redline format using track changes and comments.
3. Revised flood protection code updates (in Word document with recommendations in redline format using track changes and comments.

PHASE 02 – DEVELOPMENT PROJECTS REVIEW IN 2017 - 2018

Phase 02 is intended to be an ongoing city support task that will occur in 2017 and 2018. Parametrix shall perform the services generally described below:

Review and assess wetland studies and reports, stream studies and reports, aquatic and terrestrial habitat studies and reports, and related materials prepared and submitted by development proponents in conjunction with the City's development review process. Services may include, but are not limited to: field verification of described or delineated critical areas; review of critical areas reports or studies; evaluation of proposed project impacts; assessment of proposed restoration plans, proposed buffer averaging, compensatory wetland creation, or other mitigation measures or plans proposed by the proponents; development of additional or supplemental mitigation measures; inspection during construction and maintenance period; review of monitoring reports and documents; and other appropriate documents related to critical areas compliance.

Specific services shall be assigned on an individual basis after approval by the City. Approach, assumptions, and deliverables for each task will be specified in each written task order issued by the City. Also under this phase, a miscellaneous task will be created to be used for small (a few hours) project reviews.

Under Phase 02. A specific review task will be developed for review of critical areas issues related to each the Lakepointe Development (formerly the Hawk Property) and for the 204th Covington Connector Road projects. The city may also request Parametrix to perform field verification and attend developer meetings.

Assumptions

- The City will provide documentation for review either electronically or hard copy.

Deliverables

- Technical memoranda or emails presenting specific comments on project applications or other issues.

PHASE 03 – CRITICAL AREAS SURVEY AND MAINTENANCE PROGRAM

Objectives/Goals

Some past development projects have critical areas mitigation monitoring and maintenance responsibilities often for five years. Upon attainment of project requirements and approval by the City, these areas often have been turned over to the City. In addition, mitigation projects, some in stormwater management facilities, pre-dating incorporation of the City are also in need of maintenance. The City intends to provide long-term maintenance to of these mitigation sites with the goal of becoming self-sustaining systems. Mitigation sites include wetland, wetland buffer, stream, stream buffer, and unique upland habitat (e.g., oak woodland and camas field). The purpose of this task is to assist the City in its continued maintenance of proponent-constructed mitigation sites within the City's jurisdiction during annual inspections.

Approach

Parametrix initiated mitigation site inspections in 2016. At least 25 different mitigation sites in 17 different developments were identified. Parametrix qualitatively screened the sites and identified 12 priority sites for

detailed site visits. Parametrix will visit additional sites in 2017 to assess conditions. An additional 4 site visits are assumed to be necessary to coordinate with City maintenance staff or to re-assess conditions following maintenance activities and identify any additional corrective measures needed. Parametrix shall group together site visits whenever possible to optimize travel time. This scope of work and cost estimate assumes a maximum of 12 sites to be assessed during 2017. Field observations will be documented in concise inspection reports that will include a checklist, sketch map, summary, and maintenance recommendations for each mitigation site. Parametrix will also prepare a master maintenance activities workbook for use by City staff and/or maintenance workers. This workbook will include: descriptions of typical invasive weeds and recommended treatment options. This workbook could serve as a guide for maintenance activities at individual sites. Parametrix will also coordinate with Ben Parrish, City project coordinator.

Assumptions

- Inspections will include up to 4 (four) sites per field day, plus travel.
- Each site will require one visit.
- The Inspection Reports (12) will be a maximum of 4 pages.
- No revisions to the deliverable are assumed.

Deliverables

- One Inspection Report per site, for 12 sites (electronic copy in Word document or PDF).
- One Maintenance Workbook (maximum 30 pages).

**Exhibit B
Compensation
Effective February 1, 2017**

Attachment 2

Exhibit B

Costs for services in connection with individual projects shall be established by written authorization for each specific project. Billing shall be on a time and materials basis. Hourly rates for the Consultant's staff are as follows:

		2017 Rate
Jeffrey Meyer	Wetland Specialist / Habitat Assessment	\$185.00
Josh Wozniak	Wetland Specialist / Habitat Assessment	\$171.86
Benn Burke	Sr. Consultant	\$218.76
Katheryn Seckel	Biologist / Habitat Assessment	\$118.59
Michael Hall	Biologist / Habitat Assessment	\$145.76
Trey Parry	Wetland Specialist / Habitat Assessment	\$84.37
Paul Fendt	Sr. Consultant / Engineer - Surface Water	\$239.07
Jeffrey Coop	Sr. Engineer - Water / Wastewater	\$184.54
Julie Brandt	Sr. Engineer - Surface Water	\$171.24
Phoebe Johannessen	Sr. Engineer - Surface Water	\$176.90
Craig Buitrago	Engineer IV - Surface Water	\$143.65
Jens Swenson	Sr. Planner / Landscape Architect	\$158.73
Shanon Harris	Project Controls Specialist	\$108.13
Victoria Soileau	Sr. Project Accountant	\$111.87
Shari Morgan	Sr. Project Accountant	\$123.70
Allison Baxter	Sr. Project Accountant	\$105.01
Marriah McCreery	Project Accountant	\$102.57
Michelle Langi	Project Accountant	\$93.54
Sybil Gooljar	Technical Editor	\$115.57
Jean Johnson	Sr. Contracts Administrator	\$133.32
Ryan Scally	Publications Supervisor	\$124.25
Debra Fetherston	Sr. Publications Specialist	\$104.85
Antoinette Selhaver	Administrative Assistant	\$65.00

Rates may increase by up to 4% in October 2017. If rates do not increase, current rates would continue through end of contract. Rates for additional staff members, if any, shall be agreed upon by the Consultant and the City. Portions of hours worked shall be billed in quarter hour increments.

**CITY OF COVINGTON
CONTRACT FOR SERVICES**

Amendment #1

Between the City of Covington and Parametrix, Inc.

That portion of Contract No. 018-2017 between the City of Covington and Parametrix, Inc., (the "Agreement") is amended as follows:

- 1. Contract Amount. Section 3.1 of the Agreement shall be amended as follows: The total amount to be paid under this agreement shall not exceed \$50,416.67 in 2017 and \$63,000 in 2018.
- 2. Time & Expense; Rates. Section 3.2 of the Agreement shall be amended to include a revised Exhibit B, 2018 Compensation.

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

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

CITY OF COVINGTON

PARAMETRIX, INC.

 By: Regan Bolli
 Its: City Manager
 Date: _____

 By: _____
 Its: _____
 Date: _____

Attest:

Approved as to form:

Sharon Scott, City Clerk

Kathy Hardy, City Attorney



ATTACHMENT 3

Exhibit B Compensation Updated March 20, 2018

Costs for services in connection with individual projects shall be established by written authorization for each specific project. Billing shall be on a time and materials basis. Hourly rates for the Consultant's staff are as follows:

		2018 Rate
Jeffrey Meyer	Wetland Specialist / Habitat Assessment	\$185.00
Josh Wozniak	Wetland Specialist / Habitat Assessment	\$178.73
Benn Burke	Sr. Consultant	\$218.76
Katheryn Seckel	Biologist / Habitat Assessment	\$123.34
Michael Hall	Biologist / Habitat Assessment	\$151.59
Trey Parry	Wetland Specialist / Habitat Assessment	\$87.74
Paul Fendt	Sr. Consultant / Engineer - Surface Water	\$239.07
Jeffrey Coop	Sr. Engineer - Water / Wastewater	\$184.54
Julie Brandt	Sr. Engineer - Surface Water	\$171.24
Craig Buitrago	Engineer IV - Surface Water	\$149.40
Jens Swenson	Sr. Planner / Landscape Architect	\$165.08
Shanon Harris	Project Controls Specialist	\$112.45
Victoria Soileau	Sr. Project Accountant	\$116.34
Shari Morgan	Sr. Project Accountant	\$128.64
Allison Baxter	Sr. Project Accountant	\$109.21
Marriah McCreery	Sr. Project Accountant	\$112.01
Sarah Crackenberger	Finance Assistant	\$65.00
Billie Jo Wuelfing	Project Accountant	\$91.26
Sybil Gooljar	Technical Editor	\$120.19
Jean Johnson	Sr. Contracts Administrator	\$138.65
Debra Fetherston	Publications Supervisor	\$109.04
Antoinette Selhaver	Administrative Assistant	\$67.60

Rates may increase by up to 4% annually in October. If rates do not increase, current rates would continue through end of contract. Rates for additional staff members, if any, shall be agreed upon by the Consultant and the City. Portions of hours worked shall be billed in quarter hour increments.

Consent Agenda Item C-4

Covington City Council Meeting

Date: August 28, 2018

SUBJECT: CONSIDER ORDINANCE TO RESCIND BIENNIAL BUDGET ORDINANCE

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. Proposed Ordinance

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

At the June 28, 2016 Council meeting, Council adopted an ordinance establishing a biennial budget process that was to begin in 2018 with the biennium beginning January 1, 2019.

After further review of software limitations, staff resources and time constraints, it was determined that an annual budget is in the continued interest of the city. To accommodate budget transparency, transparency software ClearGov has been implemented. This software complements the city's budget by providing additional information and searchability not currently found in the city's budget file.

Therefore, staff is requesting council consider rescinding Ordinance 15-2016 and continuing with an annual budget process.

ALTERNATIVES:

Keep Ordinance 15-2016 in force and move forward with biennial budgeting.

FISCAL IMPACT:

There is no direct fiscal impact by continuing with annual budgets. Staff will not have to modify current budgeting software.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves and Councilmember _____ seconds to pass an ordinance which rescinds Ordinance 15-2016, removing the biennial budgeting process and continuing with the annual budget process.

REVIEWED BY: City Manager, City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON REPEALING ORDINANCE 15-2016 WHICH ADOPTED A BIENNIAL BUDGET AND REVERTING BACK TO A CALENDAR YEAR BUDGET.

WHEREAS, in preparation for transitioning from a calendar year to a biennial budget in 2019, staff have studied the impacts of the development and implementation of a biennial budget and determine that it is currently not in the City’s best interests to transition to a biennial budget in 2019; and,

WHEREAS, RCW 35A.34.040 allows the City to repeal the ordinance adopting a biennial budget and provides for reversion to a calendar year budget;

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

Section 1. The City of Covington hereby repeals Ordinance No. 15-2016, which adopted a biennial budget.

Section 2. The City of Covington hereby maintains operation of a calendar year budget.

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

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

PASSED by the City Council of the City of Covington this 28th day of August 2018.

Mayor Jeff Wagner

ATTESTED:

PUBLISHED: August 31, 2018

EFFECTIVE: September 5, 2018

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Kathy Hardy
City Attorney

Consent Agenda Item 5

Consent Agenda Covington City Council

Date: Tuesday, August 28, 2018

SUBJECT: Adopt Resolution Amending Hearing Examiner Rules of Procedure Consistent with Chapter 2.25 of the Covington Municipal Code.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Hearing Examiner's summary of proposed rule changes
2. Resolution 2018-10

PREPARED BY: Krista Bates, Assistant Planner
Ann Mueller, Senior Planner

EXPLANATION:

CMC 2.25.080 provides that the City Council, by resolution, is to adopt Rules of Procedure (RoP) governing Hearing Examiner proceedings. The Council adopted the current RoP on February 10, 2009 (Resolution No. 09-01). After over nine years of experience using the current RoP, the city's Hearing Examiner, John Galt, has requested to make a number of amendments to the current RoP. Mr. Galt has provided a detailed explanation of those requested changes in Attachment 1. The Examiner has also prepared a revised version of the RoP which incorporates the requested changes. Staff has reviewed these proposed changes and concurs with them and also made some additional grammatical edits which are attached as Exhibit A to Attachment 2.

Hearing Examiner Rules of Procedure

The Hearing Examiner is not a judge, and formal courtroom rules of evidence do not apply; however, local governments must regulate land use and development proposals more like a court than like a legislative body. That is why it is important that the City and Hearing Examiner adopt rules and procedures to ensure that hearings provide a consistent process by which impartial decisions and recommendations are made by the Hearing Examiner.

The City's Rules of Procedure for the Hearing Examiner have been unchanged in 9 years and as described in Attachment 1 there are some areas that need to be updated. Staff has consulted with the City's current Hearing Examiner on these proposed revisions and both staff and the Hearing Examiner recommend the attached revisions to the RoPs.

ALTERNATIVES:

1. Recommend amendments to the proposed Resolution.
2. Return the issue to city staff for further study and analysis.

FISCAL IMPACT:

This is a procedural amendment to the Hearing Examiner Rules of Procedure consistent with CMC 2.25.080. No fiscal impact is anticipated.

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

**Council member _____ moves, Council member _____
seconds, to adopt a resolution amending the Hearing Examiner Rules of
Procedure consistent with CMC 2.25.080.**

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

**SUMMARY OF REQUESTED CHANGES
to the
COVINGTON HEARING EXAMINER RULES OF PROCEDURE**

**Requested by John E. Galt, Hearing Examiner
October 5, 2016**

Section 2.25.080 of the Covington Municipal Code provides that the City Council, by resolution, is to adopt Rules of Procedure (RoP) governing Hearing Examiner proceedings. The Council last did that on February 10, 2009 (Resolution No. 09-01).

After seven-plus years experience using the current RoP, **the Hearing Examiner respectfully asks the Council to make a number of amendments to the current RoP.** The Examiner has prepared a revised version of the RoP which incorporates the requested changes into the current RoP; textual additions are underlined in that document.

This summary serves as a guide to the revised version of the RoP. The requested amendments and the rationale for each are as follows:

- Rule 2.6.D The added words to the definition of “Days” broaden the meaning to include working or business days if specifically called for in the City code or in the RoP. An example of its application is where a rule calls for the City to send something to the Examiner within a specified time period. The added wording here would allow the RoP to specify that the time period is measured in working days, not calendar days, thus giving the staff more time to comply when something is filed with the City late on a Friday afternoon.
- Rule 2.8.C This amendment expands the limitations on e-mail submittals to provide that if an e-mail document is not actually entered into the hearing record before the close of the hearing, it cannot be considered. (The current RoP already place the burden on the sender, not City staff, to make sure that e-mail is entered into the record.) The Examiner has encountered the situation (in another jurisdiction) where an e-mail was received electronically on a staffer’s computer during the hearing, but not opened until after the hearing ended (since the staffer was at the hearing, not at his/her desk). The question arose whether that e-mail could be considered as evidence. It was not since all parties were not privy to its existence before the hearing closed. This amendment is intended to forestall future arguments over late e-mail submittals.
- Rule 2.27.B This is a new Rule. (Current RoP 2.27.B – 2.27.E are proposed to be renumbered 2.27.C – 2.27.F.) The current RoP never state that the City has to send Requests for Reconsideration to the Examiner. Intuitively, Requests for reconsideration must be transmitted to the Examiner. But by not mentioning that requirement, there is no time period for transmittal to the Examiner. This new section would specify that the City must e-mail Requests for Reconsideration to the Examiner within two business days of receipt.

A short time period for transmittal to the Examiner is important as the Examiner has only a limited period under the current RoP in which to respond to Requests for Reconsideration. Allowing the Requests to be e-mailed to the Examiner also reduces costs to the City.

The new wording also expressly allows the Examiner to consolidate multiple Requests for Reconsideration. Consolidation of multiple Requests improves efficiency.

- Rule 3.4.D This is a new Rule. (Current RoP 3.4.D is proposed to be renumbered 3.4.E.) This added provision merely formalizes current practice: City staff sends a copy of the pre-filed exhibits for a project permit hearing to the Examiner when the staff report is issued, typically about a week before the hearing.
- Rule 4.2.D This added provision parallels the requested change to RoP 2.27.B. It requires the City staff to e-mail a copy of administrative appeals over which the Examiner has jurisdiction to the Examiner within two business days of the appeal's receipt by the City. A short time limit is appropriate here also because regulations impose strict time limits on processing appeals: The Examiner needs to promptly receive the appeal in order to begin processing it.
- Rule 4.8 A new first paragraph in this Rule is proposed to be added to make clear that the Examiner has the final say in setting the date, time, and place of appeal hearings. In practice, this is how it has always been done, so this is nothing new. From a legal perspective, once an appeal is filed over which the Examiner has jurisdiction, the process must be under the Examiner's control. (See also Rule 5.4 for a parallel addition.)
- Rule 4.10 The text added at the end of this Rule specifies a protocol for City staff to use in numbering the exhibits it pre-files for an appeal hearing. This and the proposed additions to Rule 4.12 work in concert to create an exhibit numbering protocol which requires each party to an appeal to number its own exhibits before submitting them to the City and which requires each party to provide a copy of its numbered exhibits to the Examiner.
- Rule 4.12 The text added at the end of this Rule specifies a protocol for the appellant and, where appropriate, the applicant to use in numbering the exhibits they pre-file for an appeal hearing. This and the proposed additions to Rule 4.10 work in concert to create an exhibit numbering protocol which requires each party to an appeal to number its own exhibits before submitting them to the City and which requires each party to provide a copy of its numbered exhibits to the Examiner.

The last added paragraph allows the Examiner to assign exhibit numbers to documents not otherwise submitted by the parties. For example, as strange as it may seem, the Examiner has had appeal cases where the parties neither listed the appeal, their prehearing briefs, nor the hearing notice. All of those documents obviously need to be exhibits included in the hearing record. This provision allows the Examiner a simple way

to address that situation. (See Rule 5.7.D for parallel provision in code enforcement appeals.)

Rule 5.2.D This added provision parallels requested changes to RoP 2.27.B and 4.2.D. It requires the City staff to e-mail a copy of code enforcement appeals over which the Examiner has jurisdiction to the Examiner within two business days of the appeal's receipt by the City. A short time limit is appropriate here also because regulations impose strict time limits on processing appeals: The Examiner needs to promptly receive the appeal in order to begin processing it.

Rule 5.4 A new first paragraph in this Rule is proposed to be added to make clear that the Examiner has the final say in setting the date, time, and place of appeal hearings. In practice, this is how it has always been done, so this is nothing new. From a legal perspective, once an appeal is filed over which the Examiner has jurisdiction, the process must be under the Examiner's control. (See also Rule 4.8 for a parallel addition.)

Rule 5.7 This is a new Rule. (Current RoP 5.7 – 5.10 are proposed to be renumbered 5.8 – 5.11.) It requires pre-filing of exhibits in code enforcement appeals parallel to the pre-filing required under the current RoP for other administrative appeals. Current Rule 5.7.C (5.8.C after re-numbering) is repealed and becomes Rule 5.7.A. The new Rule includes a requirement for an exhibit numbering protocol that matches that proposed in Parts 3 and 4 of the RoP.

New Proposed Rule 5.7.D allows the Examiner to assign exhibit numbers to documents not otherwise submitted by the parties. For example, as strange as it may seem, the Examiner has had appeal cases where the parties neither listed the appeal, their prehearing briefs, nor the hearing notice. All of those documents obviously need to be exhibits included in the hearing record. This provision allows the Examiner a simple way to address that situation. (See Rule 4.12 for parallel provision in administrative appeals.)

RESOLUTION NO. 2018-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, TO AMEND THE HEARING EXAMINER RULES OF PROCEDURE.

WHEREAS, certain provisions in the Covington Municipal Code related to hearing procedures before the Hearing Examiner allow the adoption and amendment of rules that are clear, accurate, and meet current legal requirements; and

WHEREAS, under the provisions of Section 2.25.080 of the Covington Municipal Code, the City Council is to approve and adopt rules for the scheduling and conduct of public hearings and other procedural matters related to the duties of the Hearing Examiner; and

WHEREAS, it is in the best interest of the citizens of Covington and the public to revise the existing Hearing Examiner rules of procedure; and

WHEREAS, the Hearing Examiner has been provided an opportunity to review the proposed rules and recommends that the proposed rules attached as Exhibit A be adopted;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AS FOLLOWS:

Section 1. The Hearing Examiner Rules of Procedure attached as Exhibit A are hereby approved and adopted.

Section 2. The City Clerk shall cause notice of the adoption of the new rules to be published in the City's official newspaper and the new rules shall be made available upon request to all interested parties.

PASSED in open and regular session on this 28th day of August 2018.

Jeff Wagner, MAYOR

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Kathy Hardy, City Attorney

EXHIBIT A

CITY OF COVINGTON

HEARING EXAMINER

RULES OF PROCEDURE

Issued pursuant to Section 2.25
of the Covington Municipal Code
on February 10, 2009
Amended August 28, 2018

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Section 1
INTRODUCTION

1.1 AUTHORITY

Section 2.25.080 of the Covington Municipal Code authorizes the promulgation of rules of procedure for the Hearing Examiner. These rules supplement municipal code provisions for matters within the Hearing Examiner's **jurisdiction**. **In case** of conflict between these rules and the municipal code, the municipal code shall control.

1.2 PURPOSE

An independent Hearing Examiner conducts hearings to apply general policies and regulations adopted by the City Council to specific proposals or situations. These rules govern administrative practice and procedure before the Hearing Examiner and are established to make hearings fair and efficient.

1.3 APPLICABILITY

These rules apply to the following types of hearings: Hearings on land use applications, appeal hearings, and code enforcement hearings.

1.4 JURISDICTION

The Hearing Examiner's **jurisdiction is limited to those matters** specifically identified in the Covington Municipal Code or assigned to the Examiner by City ordinance or Council motion. Decisions by the Examiner may expressly retain jurisdiction for purposes which are within the scope of the original matter.

Section 2
RULES OF GENERAL APPLICATION

2.1 DEFINITIONS

The following definitions shall apply throughout these rules unless context or subject matter clearly indicates that another meaning is required:

- A. **"Appeal" means a** challenge to a City staff decision or action for which jurisdiction is assigned to the Hearing Examiner under City code.
- B. **"Appellant" means the person, organization, or authorized representative appealing** an administrative decision to the Hearing Examiner pursuant to City code or appealing the Examiner's decision to a higher authority, depending upon the context.
- C. **"Applicant" means the person, organization, or authorized representative seeking** City approval of one or more permits over which the Examiner has jurisdiction.
- D. **"Council" means the** Covington City Council.
- E. **"Examiner" means the** Hearing Examiner, deputy Hearing Examiner, and any Examiners *Pro Tem* appointed by the City Manager pursuant to CMC 2.25.030.
- F. **"Interested person" means** any individual, partnership, corporation, association, or public or private organization of any character significantly affected by a proceeding before the Examiner or identified by the ordinance or code provision under which the proceeding is brought as having a right to participate.
- G. **"Party" means** and is limited to the applicant(s), the appellant(s), the applicable City department, and any entity granted party status through intervention.
- H. **"Land use application" means an application for a City permit or approval requiring** a pre-decision hearing by the Examiner, such as a rezone, preliminary subdivision, conditional use permit, variance, street vacation petition, etc.
- I. **"Staff" means City of** Covington employees and contract employees who work for the City department(s) having responsibility for processing land use applications, for code enforcement, and for other matters which fall within the Examiner's jurisdiction.

2.2 INTERPRETATION OF RULES

- A. The Examiner shall interpret the Hearing Examiner Rules of Procedure and determine how the rules apply in specific instances. An affected party may petition the Examiner during the pendency of an appeal or other proceeding to request a declaratory ruling regarding the applicability of these rules to specific actual circumstances. Except during hearing, such request must be in writing and clearly identify the subject rule(s) and describe the circumstances for which the declaratory ruling is sought.
- B. These rules address most normal circumstances which might arise during Examiner proceedings. An unforeseen situation may arise which does not lend itself to full, literal compliance with these rules. Therefore, the Examiner reserves the right to exercise reasonable and necessary flexibility and discretion when applying these rules to extraordinary circumstances.
- C. Where questions of practice and procedure arise that are not addressed by these rules, the Hearing Examiner shall determine the practice or procedure that the Examiner deems most appropriate and consistent with providing fair treatment and due process. In making such determinations, the Examiner may look to the current King County Superior Court Civil Rules for guidance.

2.3 EXPEDITIOUS PROCEEDINGS

The Examiner and all parties shall make every reasonable effort to avoid delay at each stage of every proceeding consistent with fairness to all parties.

2.4 CONSOLIDATION

When practical and consistent with ordinance requirements, the Examiner will consolidate land use matters for hearing. Any party may bring to the attention of the Examiner the need for consolidation.

2.5 SCHEDULING HEARINGS

- A. Promptly following receipt of a timely appeal, the Examiner shall schedule a hearing consistent with the requirements of the applicable ordinance(s) and these rules.
- B. Applications requiring a Hearing Examiner decision shall be scheduled for hearing promptly upon notification by the City that the application is complete and ready for scheduling. The hearing shall be scheduled for a mutually-agreed date coordinated by City staff.
- C. All applicable fees, including appeal fees, shall be paid prior to scheduling a hearing in any matter.

2.6 COMPUTATION OF TIME

- A. In computing any period of time prescribed or allowed by these rules, the day of the act, event, or default from which the designated period of time begins to run shall not be included.
- B. The last day of the period so computed shall be included, terminating at 5:00 p.m., unless the last day of the period is a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, in which case the period shall run until 5:00 p.m. of the next day which is not a Saturday, Sunday, or legal holiday.
- C. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, or legal holidays shall be excluded from the computation.
- D. "Days" as referenced in these rules are calendar days unless specifically stated otherwise herein or in City code.

2.7 EX PARTE COMMUNICATION

- A. **For purposes of this rule, "ex parte communication" means a written or oral communication with the Examiner outside of a public hearing and not included in the public record.**
- B. Pursuant to Chapter 42.36 RCW, no interested person (nor his or her agent, employee, or representative) shall communicate *ex parte* directly or indirectly with the Examiner concerning the merits or facts of any matter being heard before the Examiner, or any factually related matter. This rule shall not prohibit *ex parte* communications about schedules and other procedural matters.
- C. The Examiner shall not communicate *ex parte* directly or indirectly with any interested person (nor his or her agent, employee, or representative) in such matters except about procedural matters as identified above.
- D. If a substantial, prohibited *ex parte* communication is made to or by the Examiner, such communication shall be publicly disclosed at the next and each succeeding public hearing regarding the subject petition or application, or, if there is no further such hearing, disclosure shall be made in writing to all parties of record within ten days of the date of the improper communication.

2.8 ELECTRONIC COMMUNICATIONS

- A. Fax and e-mail may be used in communicating with the Examiner. The sender of such a communication has the obligation to ensure receipt. All such communications are subject to the *ex parte* communication restrictions.

- B. E-mail filing of applications, requests for reconsideration, and appeals is not permitted unless expressly authorized by City code or rule.
- C. Correspondence related to Examiner cases may not be submitted to the City by e-mail unless expressly authorized by City code or rule. If so authorized, the sender shall be solely responsible to ensure that e-mail correspondence is actually received by the appropriate staff person and entered into the appropriate application or appeal file. E-mail not physically entered into a hearing record before the Examiner closes that record shall not be considered part of the record and will not be considered by the Examiner.

2.9 MAINTAINING ORDER

The Examiner may take any actions necessary to conduct a fair and orderly hearing, including but not limited to:

- A. Removing or having removed from the hearing room any person whose conduct is interrupting the hearing;
- B. Ordering the hearing room cleared and continuing in session;
- C. Adjourning the hearing and reconvening the hearing at another location; and
- D. Any other such action necessary to maintain the order of the hearing.

2.10 RIGHTS OF A PARTY

- A. Every party in any proceeding before the Examiner shall have a right to the following: Due notice, presentation of evidence, objection, motion, argument, rebuttal, cross-examination, and any other rights essential to a fair hearing.
- B. Parties have the right to be represented by an attorney. Representation by an attorney is not required.
- C. All parties, witnesses, and others participating in and observing hearings shall conduct themselves with civility and deal courteously with all persons involved in the proceedings.
- D. Each party shall provide the Examiner and other parties with a current name and mailing address for receipt of official notifications and service of other documents. Neither the Examiner nor the City will make further mailings to a party if mail sent to the address provided by the party is returned by the postal service as undeliverable, unless and until a correct address is provided by the party.

2.11 PARTY REPRESENTATIVE REQUIRED

When a party consists of more than one individual, or is a group, organization, corporation, or other entity, the party shall designate an individual to be its representative and inform the Examiner of the name, address, and telephone number of that designated representative. The rights of such an appellant shall be exercised by the person designated as the party representative. Notice or other communication to the party representative, is notice or communication to the party.

2.12 NOTICE OF APPEARANCE

When a party is represented by an attorney, the attorney shall file a notice of appearance with the Examiner and send a copy of that notice to the other parties. Where the appellant attorney filed the appeal and indicated his/her representative capacity, a notice of appearance does not need to be filed. The notice of appearance shall serve to designate the attorney as the party representative.

2.13 WITHDRAWAL OF APPLICATION/APPEALS

- A. Withdrawal of an application/appeal shall be made by the applicant/appellant in writing at any time prior to the close of the record or expiration of the time for submittal of any post-hearing briefs, whichever is later.
- B. **An appellant's request to withdraw shall be granted as a matter of right and the appeal dismissed.**
- C. There shall be no appeal from a withdrawal. Withdrawal terminates City consideration of the application/appeal.
- D. Applicants shall remain responsible for the payment of fees and costs already incurred by the City with respect to the application.

2.14 MOTIONS

- A. Filing. Any person wishing to file a prehearing motion or request (such as a request for a prehearing conference, for establishment of special hearing procedures, *etc.*) shall submit it in writing to all of the parties and concurrently to the Examiner at least 14 days prior to the scheduled hearing date.
- B. Response. A party may file with the Examiner a written response to a filed motion no later than 7 days after the date that the motion was filed. Responses will be considered by the Examiner only if received prior to issuance of a dispositive order ruling on the motion.

- C. Ruling. The Examiner will rule on each motion by issuance of a written order or orally at the hearing. Multiple motions may be consolidated for purposes of written order issuance where efficiency would be served and where the rights of the parties would not be prejudiced.
- D. Distribution. Written orders issued prior to the scheduled hearing will be mailed or faxed to each party of record where time allows, distributed at the hearing, or announced at the hearing. Oral rulings made during a hearing will be memorialized within the written decision on the application/appeal.

2.15 ORDER OF PROCEEDINGS

- A. The format for an open record hearing will be of an informal nature yet designed in such a way that the evidence and facts relevant to a particular proceeding will be readily and efficiently available to the Examiner. The formats for land use application hearings, combined application and appeal hearings, code enforcement appeal hearings, and other appeal hearings are set forth in Sections 3, 4, and 5 of these rules.
- B. Notwithstanding the designated order of proceedings in subsection (A), the order may be modified or a different order established as the Examiner deems necessary for the clear and fair presentation of evidence. The order of the hearing may also be modified as agreed upon by the parties with the Examiner's approval.
- C. The order of presentation at hearing shall not alter or shift any burden(s) or presumption(s) established by applicable law(s).
- D. The Examiner may ask questions of any witness, including City staff, at any time during the hearing to seek clarification or elaboration of testimony given. The Examiner may request submittal of additional information to facilitate a complete and accurate evaluation of the issues.
- E. The Examiner may request that particular issues be addressed in testimony and/or argument.

2.16 EVIDENCE

- A. Burden of proof. The applicant/appellant shall have the burden of proof as to material factual issues, except in code enforcement proceedings where the City has the burden of proving the violation, and except where applicable City code provisions or state law provide otherwise.
- B. Admissibility. The hearing generally will not be conducted according to technical rules relating to evidence and procedure. Any relevant evidence shall be admitted if it is the type which possesses probative value commonly accepted by reasonably

prudent people in the conduct of their affairs. Irrelevant, immaterial, unreliable, or unduly repetitious evidence may be excluded. The rules of privilege shall be effective to the extent recognized by law.

- C. Exhibits. Hearing participants may submit documentary evidence to the record during their direct and rebuttal portions of the hearing. A party offering such a document shall provide a copy to all other parties, unless previously disclosed through the pre-filing process. Such evidence will be marked as exhibits when accepted for entry by the Examiner.
- D. Objections. An objection to the admission or exclusion of evidence shall state briefly the ground for objection. Any evidence entered into the record without objection shall be deemed admissible. The Examiner shall determine the probative value, if any, of all evidence entered into the record.
- E. Evidence received subsequent to the hearing. No documentary material submitted after the close of the hearing will be considered by the Examiner unless, at such hearing, the Examiner granted additional time to submit such material and stated on the record that the hearing record was left open for such receipt.

2.17 OATH OR AFFIRMATION

All testimony will be taken under oath or affirmation administered by the Examiner. Any potential witness who declines to be sworn in shall be barred from testifying, except that attorneys who will not be offering testimony will not be required to be sworn in.

2.18 CROSS-EXAMINATION

- A. Cross-examination generally is not necessary to the Examiner's **fact**-finding process. However, where the hearing assumes distinctly adversarial proportions, some or all of the parties are represented by counsel, expert witnesses are called, and/or complex, technical, and disputed factors are involved, the Examiner may allow cross-examination.
- B. The Examiner will allow a party to cross-examine expert witnesses (which term includes public agency staff) and other witnesses of a party in accordance with these guidelines. Only one person representing each party may cross-examine any given witness. (This rule does not prevent different persons representing one party from cross-examining different witnesses. It only prohibits more than one person representing a given party from cross-examining a single witness.) Cross-examination after any re-direct testimony shall be limited strictly to the subject(s) of the re-direct testimony.
- C. Within the above guidelines, the allowance and scope of cross-examination is within the discretion of the Examiner.

2.19 LIMIT ON TESTIMONY

The Examiner may impose reasonable limitations on the number of witnesses heard and on the nature and length of their testimony. Where time limits are imposed, time is not cumulative and may not be given or traded to another party. Testimony shall be concise and non-repetitious.

2.20 OPTIONAL WRITTEN CLOSING STATEMENTS

- A. A party's request for establishment of a written closing statement process must be made prior to the close of the hearing. A written closing statement process may be established by the Examiner upon the request of a party, and shall be in lieu of oral closing statements. Such a process may depend on execution by the applicant's/**appellant's** waiver of the decision timeline.
- B. The written closing statement submittal schedule shall be determined either at a prehearing conference or before the close of the hearing. Statements shall be submitted in the same order as oral closing statements would have been offered. The first written closing statement will be due one week after the close of the hearing; the remaining statements will be due at one week intervals thereafter. All written closing statements will be entered as exhibits in the hearing record. No new evidence may be presented in a closing statement. The hearing record shall close upon receipt of the last closing statement or upon expiration of the period for submittal of closing statements, whichever occurs first.
- C. No party shall be compelled to produce a written closing statement. Non-submittal of a written closing statement before the established deadline shall not be held against the party which did not submit the statement. The running of a time period without submittal of the expected closing statement(s) shall constitute a waiver of the right to submit a statement by the party who fails to submit the statement.
- D. Special procedures and timing may be established where to do so would serve the interests and preserve the due process rights of the parties.

2.21 DISQUALIFICATION

- A. The Examiner on his or her initiative may enter an order of disqualification in the event of personal bias, prejudice, financial interest, or to preserve the appearance of fairness.
- B. A party may file an affidavit (a statement in writing and under oath) stating facts supporting the belief that such party cannot have a fair and impartial hearing. The affidavit shall be filed not less than ten days before the hearing unless good cause is shown, and in any case before the Examiner makes any discretionary ruling; provided an affidavit seeking disqualification on appearance of fairness grounds

may be filed at any time, but must be filed promptly after the basis for disqualification is known or should have been known to the party seeking such disqualification. The fact that the Examiner has considered the same or a similar proposal in another hearing, or has made a ruling adverse to the interests of a party in this or another hearing, or has considered and ruled upon the same or a similar issue in the same or similar context, shall not be a basis for disqualification. The Examiner shall rule on the affidavit prior to making any other ruling and prior to proceeding with the hearing.

- C. In case of disqualification, an Examiner Pro Tem shall be assigned to hear the matter.

2.22 SITE VIEW

- A. The Examiner may view a site before or after a hearing. Failure to view the site will not invalidate the Examiner's decision.
- B. When a site has been viewed, the Examiner will state so at the hearing and/or in the written decision.
- C. The site view will be taken out of the presence of any interested party wherever feasible. Where accompaniment by an interested party is necessary to fully view the property, no substantive discussion may occur during the site view.

2.23 CONTINUING OR REOPENING HEARING

- A. The Examiner may continue proceedings for good cause on his/her motion, or the motion of a party, announcing the continuance on the record at a public hearing and specifying the date, time, and place. No further notice is required.
- B. If the Examiner determines after the hearing has closed that there is good cause to reopen a hearing, notice in writing of the further hearing shall be given to all parties who were present at the hearing, and shall specify the date, time, and place.

2.24 LEAVING RECORD OPEN

The Examiner may leave the record of hearing open at the conclusion of a hearing in order to receive argument or for other good purpose. Parties shall be provided notice of the consideration of any evidence received after hearing and shall have an opportunity to review such evidence and to file rebuttal evidence or argument. Except as provided in Rule 2.23 and for observations made during site views per Rule 2.22, information submitted after the close of the record shall not be included in the hearing record or considered by the Examiner in making the decision or recommendation.

2.25 DECISIONS AND RECOMMENDATIONS

Except as otherwise permitted by these rules, the Examiner shall issue a recommendation or decision within fourteen (14) days of the closure of the record. Copies of the recommendation or decision shall be mailed (or emailed if email address is provided) to all parties of record, and to any person who is not a party of record but who signs the sign-in sheet and provides his or her mailing address or email address at the hearing requesting a copy of the recommendation or decision. A copy of the list of parties of record may be obtained from the City upon request. The Examiner's recommendation or decision shall contain findings of fact, conclusions based thereon, and a recommendation or decision consistent with those conclusions. In addition, the Examiner's recommendation or decision may include conditions necessary to mitigate any impacts of the proposal and a brief statement of appeal rights of the parties.

2.26 SUMMARY ORDERS ON REMAND

The Examiner shall issue a written summary order without further hearing when: (1) an Examiner decision has been remanded in whole or in part by an appellate body, (2) the remand order either does not require or bars the taking of additional testimony or evidence, and (3) the Examiner believes that the record provides an adequate basis to rule on the remanded issue(s). Summary orders shall be sent to all persons who received the original decision. Summary orders shall have the same legal effect as did the original decision except as to any code-established limits on appeal.

2.27 RECONSIDERATION

- A. A party who believes an Examiner's **decision or recommendation** is in error because of: (1) the existence of new evidence not available at the time of the hearing, (2) a procedural error, (3) a factual error which is material to the decision, or (4) an error in a legal ruling, may file a written request for reconsideration of the decision or recommendation. The written request for reconsideration must be received by the Hearing Examiner and by all parties within ten (10) days after the date of issuance of the Examiner's decision or recommendation. The Examiner, in his or her discretion, shall determine what further action is proper, and within twenty (20) days after the date of issuance of the Examiner's decision or recommendation shall issue that determination in writing to all parties of record.
- B. The City shall E-mail or Fax Requests for reconsideration to the Examiner within two business days of filing. The Examiner may consolidate for action, in whole or in part, multiple requests for reconsideration of the same decision where to do so would facilitate procedural efficiency.

- C. The Examiner may either: (1) deny the request, (2) issue a revised decision or recommendation, or (3) schedule an additional public hearing. The Examiner shall summarily dismiss a request for reconsideration that is without merit on its face, or brought merely to secure a delay.
- D. A request for reconsideration does not stop the running of the time for filing appeals, whether to the City Council or Superior Court.
- E. A reconsideration request for which one of the actions specified in Subsection (B) has not been taken within 10 days of close of the reconsideration period shall be deemed to have been denied.
- F. The Examiner's **action following reconsideration is not subject** to further requests for reconsideration.

2.28 CLARIFICATION

A party may file a written request for clarification of the decision or recommendation. Alternatively, the Examiner may issue a clarification upon his or her own motion. A clarification may not materially alter the outcome of the decision or recommendation. A request for clarification does not stop the running of the time for filing appeals, whether to the City Council or Superior Court. The written request for clarification must be received by the Hearing Examiner and by all parties within seven (7) days after the date of issuance of the Examiner's **decision or recommendation**. The Examiner, in his or her discretion, shall determine what further action is proper, and within seven (7) days after filing of the request shall issue that determination in writing to all parties of record.

2.29 CLERICAL ERRORS

The Examiner may correct obvious clerical errors in decisions on his/her initiative or in response to a request from a party of record. Clerical corrections are limited to those clearly identifiable from the public record. Issuance of a clerical correction has no effect upon any time limit provided under code or these rules.

2.30 TERMINATION OF JURISDICTION

The jurisdiction of the Examiner in a matter shall terminate upon the issuance of his or her final action in that matter. The Examiner's final action is the issuance of a recommendation or decision unless a request for reconsideration or clarification is timely filed. If a request for reconsideration or clarification is timely filed, the final action of the Examiner is his or her determination on the reconsideration or clarification request.

2.31 RECORD RETENTION

The official case record and other related materials shall be forwarded to the City Clerk for storage after a matter has been finally acted upon by the City Council or by the Examiner. The official case record consists of:

- A. The written case record, which includes all documentary written materials and other exhibits submitted for consideration by the Examiner, the Examiner's decision(s), the register of parties of record, and the list of exhibits and witnesses maintained by the clerk.
- B. A recording of the hearing; however, where a qualified court reporter retained by the City reports the hearing, **the reporter's transcript of proceedings shall constitute** the official transcript of the oral proceedings.

Section 3 Land Use Application Hearings

3.1 APPLICABILITY

In addition to the Rules of General Application in Section 2, the rules in Section 3 shall govern review of matters where the Hearing Examiner is to hold a public hearing and issue a decision on a land use application or other original jurisdiction matter, or prepare a recommendation for the City Council. In case of conflict with Section 2 rules, Section 3 rules shall control.

3.2 NOTICE OF HEARING

Rules governing notice of hearings before the Examiner are provided in the Covington Municipal Code. Unless notice is given to the contrary, hearings will be conducted during regular working hours in Covington City Hall at 16720 SE 271st Street, Covington, Washington.

3.3 PUBLIC HEARING FORMAT

A public hearing shall include, but need not be limited to, the following:

A) Land Use Application Hearings:

1. Introduction by Hearing Examiner
2. Direct Testimony & Evidence: Applicant, City Staff, General Public
3. Rebuttal Testimony & Evidence: Applicant, City Staff, General Public
4. Closing Statements (Optional): City Staff, Applicant

B) Combined Application and Appeal Hearings:

1. Introduction by Hearing Examiner
2. Direct Testimony & Evidence: Applicant, on the merits; Appellant, on the appeal & merits; Respondent City, on the appeal & merits; General Public
3. Rebuttal Testimony & Evidence: Applicant, Appellant, Respondent City, General Public
4. Closing Statements (Optional): Applicant, Respondent City, Appellant

3.4 STAFF REPORT ON APPLICATION AND RESPONSE

- A. Filing. A written report by the involved City department(s) shall be delivered to the Examiner and the applicant at least 14 days prior to the date of the public hearing. Staff reports shall also be made available for public viewing at City Hall. In the Examiner's discretion, failure to timely provide the report may constitute grounds for continuing the scheduled public hearing. In so determining, the Examiner shall consider the particular circumstances of the case, the possible prejudice to the persons failing to receive a copy of the report, and the justification, if any, for the failure to comply. Any such continuance shall normally be for not less than three weeks. When a case is continued under this rule, the Examiner may establish a deadline prior to the continued hearing for further submittals.
- B. Content. The staff report should include information which staff believes will have probative value in the open record hearing process and/or which will be necessary for preparation of a properly and fully considered decision. Such information should include, but shall not be limited to:
1. Project proposal;
 2. Application information;
 3. Procedure and notice requirements;
 4. Land use/zoning findings, conclusions, and recommendations;
 5. Water and sewer findings, conclusions, and recommendations;
 6. Storm drainage findings, conclusions, and recommendations;
 7. Traffic, circulation, and road standards findings, conclusions, and recommendations;
 8. Sensitive areas findings, conclusions, and recommendations;
 9. Any other findings, conclusions, and recommendations;
 10. Staff recommendation; and
 11. Exhibit list.
- C. Exhibits. City staff shall prepare a list of exhibits. The listing and a copy of each exhibit shall be available at City Hall for public review at the same time that the staff report becomes available. Such exhibits should include, but shall not be limited to:
1. The original or a clear and complete copy of the application;
 2. Documentation of application completeness;
 3. Current site plan(s);
 4. Documentation of compliance with the procedural requirements of the State Environmental Policy Act (SEPA);
 5. Required public notices;
 6. Any documents specifically requested by the applicant to be included as an exhibit; and
 7. All substantive letters from citizens regarding the application.

- D. Transmittal to Examiner. The Staff shall mail or deliver a copy of the listing and each pre-filed exhibit to the Examiner at the same time that the required Staff Report becomes available.
- E. Responses. Parties and interested persons may file with the Examiner written responses to the staff report or written statements opposing an application. Copies of all responses or statements shall be delivered to the City concurrent with filing with the Examiner and should be served on opposing parties to the extent reasonable.

3.5 DECISION

The Examiner shall issue a written decision or recommendation as required in the applicable ordinance(s). The decision shall include, but not be limited to, a statement of the following:

- A. Background. The nature and background of the proceeding.
- B. Findings. The individual facts that the Examiner finds relevant, credible, and requisite to inform the City.
- C. Conclusions. Legal and factual conclusions based upon specific provisions of law and the findings of fact.
- D. Decision. The Examiner's **decision as to** whether the application or petition is approved, approved with conditions, or denied.
- E. Findings of fact that should be denominated conclusions of law shall be deemed to be conclusions of law. Conclusions of law that should be denominated findings of fact shall be deemed to be findings of fact.

3.6 RECORD

The record of a public hearing shall include, but need not be limited to, the following materials:

- A. Application or petition;
- B. **Department's report and recommendation;**
- C. Environmental documents, special studies, reports, reviews, correspondence, memos and other public documents relating to the matter under consideration and contained within the City file for the matter, and transmitted to the Hearing Examiner, provided that any party may object to the admission into evidence of specific items contained within the City file. Such objections shall be made prior to or at the opening of the public hearing. The Examiner shall rule on such objections prior to the close of the public hearing;

- D. Written comments from the public and other agencies received during the Director's review;
- E. Exhibits and written comments received by the Hearing Examiner prior to the close of the record;
- F. Statement of matters officially noticed (if any);
- G. Hearing Examiner's findings, conclusions, and decision;
- H. Notice(s) and mailing list(s) for notice and decision;
- I. The tape recording and/or transcript of the public hearing.

Section 4
APPEAL HEARINGS

4.1 APPLICABILITY

In addition to the rules of general applicability in Section 2, the rules in this section shall apply to appeals. In case of conflict between Section 2 rules and Section 4 rules, Section 4 rules shall control.

4.2 FILING

- A. Compliance with Rules. All appeals must comply with these rules and with the requirements established in the applicable ordinance(s) under which the appeal is filed.
- B. Timeliness. To be considered timely filed, an appeal must be received by the Covington City Clerk no later than 5:00 PM on the last day of the appeal period.
- C. Fees. A filing fee shall accompany an appeal, as required by City ordinance or resolution.
- D. Transmittal to Examiner. When the City receives an administrative appeal which falls within the Examiner's jurisdiction, it shall transmit a copy of the appeal package as submitted by the appellant together with a copy of the decision being appealed, if not included within the appeal package, to the Examiner by E-mail or Fax within two business days of its receipt by the City.

4.3 CONTENT OF APPEAL

An appeal must be in writing and contain the following:

- A. The action or decision appealed, including the date thereof;
- B. The City department that took the action or made the decision;
- C. The name, address and telephone number of the appellant;
- D. The name, address, telephone, fax number, and email address of the attorney or other representative, if any for the appellant;
- E. A brief statement as to how the appellant is significantly affected by or interested in the matter appealed;
- F. A brief statement of the errors that the appellant believes were made in the action or decision being appealed, or the procedural irregularities associated with the action or decision, noting appellant's specific exceptions and objections to the decision or action being appealed. Unless amendment is allowed, the identification of errors will define and limit the issues the Examiner will consider;

- G. The relief requested, such as reversal or modification; and
- H. Any other information required by the Covington city code.

4.4 CLARIFICATION OF APPEAL STATEMENT

If, within ten (10) days of the receipt of an appeal, the Examiner determines that the appeal is vague or ambiguous or does not sufficiently set forth the exceptions and objections with regard to the appealed matter, the Examiner may require that the appellant amend the appeal. Within seven (7) days of notice to amend, the appellant shall file a written clarification of the appeal as required by the Examiner. If the appeal is not amended by 5:00 p.m. of the last day of that time period, it shall be dismissed by the Examiner.

4.5 AMENDMENT

For good cause shown, the Examiner may allow an appeal to be amended within five (5) days after it has been filed. A request to amend an appeal shall be made by the appellant in writing and shall be filed within the five (5) day time period, together with the proposed amended appeal. In deciding whether to allow such an amendment, the Examiner shall attempt to ensure that the fair hearing opportunity of other parties will not be prejudiced by the amendment. A timely filed amendment, if allowed, shall relate back to the date of filing of the original appeal.

4.6 DISMISSAL OF APPEALS

- A. The Examiner may summarily dismiss an appeal in whole or in part on the motion of the party or on the Examiner's own motion if the Examiner concludes that the appellant lacks standing to appeal, or the appeal: (a) was untimely filed, (b) fails to state a claim for which the Examiner has jurisdiction to grant relief, or (c) it is without merit on its face, frivolous, or brought merely to secure delay.
- B. Any party may request dismissal of all or part of an appeal at any time with notice to all parties. The Examiner may make a ruling on a motion to dismiss based upon written arguments or may call for oral arguments.
- C. When the decision or action being appealed is withdrawn by the issuing department, the appeal becomes moot and shall be dismissed.

4.7 INTERVENTION

An interested person may petition the Examiner to intervene as a party. The petition shall be filed at least seven (7) days prior to the appeal hearing and shall set forth reasons why the petitioner should be allowed to participate. The Examiner may provide opportunity for reply. The petition shall be considered at or before the beginning of the hearing and intervention shall be allowed only if the Examiner so orders, and only upon a showing of a substantial or significant interest that is not otherwise adequately represented.

4.8 NOTICE OF HEARING

The Examiner shall set the date, time, and place for the appeal hearing in consultation with the appellant(s), respondent (City), and, if applicable, the applicant.

Notice of the time and place of an appeal hearing as required by the applicable ordinance or Code shall be provided directly to the parties.

4.9 HEARING FORMAT

The hearing format for appeals of issues not combined with a land use application and not a code enforcement appeal shall adhere to the following format:

- A. Introduction by Hearing Examiner
- B. Direct Testimony & Evidence: Appellant, Respondent City, General Public
- C. Rebuttal Testimony & Evidence: Appellant, Respondent City, General Public
- D. Closing Statements (Optional): Respondent City, Appellant

4.10 RECEIPT OF CITY FILE

A copy of the official City file concerning the action which is the subject of the appeal shall be sent or delivered to the Examiner at least fourteen (14) days before the date of the appeal hearing and shall contain all documents used to reach the determination which is the subject of the appeal. The City shall number each such document sent to the Examiner using a number between 1 and 999, beginning with 1 and proceeding in whole number increments.

4.11 RESPONSE TO APPEAL

The City shall send **copies of any written response to the appellant's objections and exceptions** to the Examiner and all parties to the appeal at least fourteen (14) days prior to the appeal hearing.

4.12 PRE-FILING OF EXHIBITS

Each appellant shall assemble and file one copy of all documents or exhibits which that party intends to submit at the hearing not less than seven (7) days prior to the scheduled appeal hearing. The appellant shall number each such document sent to the Examiner using a number between 1001 and 1999, beginning with 1001 and proceeding in whole number increments; if there is more than one appellant, the Examiner shall assign an exhibit number range for each additional appellant.

The applicant, where appropriate and when not the appellant, shall number each such document sent to the Examiner using a number between 2001 and 2999, beginning with 2001 and proceeding in whole number increments.

Each party shall mail or deliver a copy of its exhibits to the Examiner when their exhibits are filed with the City.

The Examiner may assign exhibit numbers to administrative/procedural documents not pre-filed by the parties using a number between 9001 and 9999, beginning with 9001 and proceeding in whole number increments. The Examiner shall advise the parties at least one business day before the hearing of all such numbered administrative/procedural documents.

4.13 DEFAULT

The Hearing Examiner may dismiss an appeal by an order of default where the appellant, without good cause, fails to appear or is unprepared to proceed at a scheduled and properly noticed hearing.

4.14 DECISION

- A. Issuance. The Examiner shall issue a written decision and provide a copy of that decision to each party representative within the time required by the applicable ordinance. If more than one ordinance applies and the time limits specified conflict, the shorter period shall apply unless the parties agree to the longer period.
- B. Judgment on Relief Requested. Unless proscribed by applicable ordinance(s), the Examiner's decision may affirm, reverse, modify, or remand the **City's** decision or other action that is the subject of the appeal.
- C. Contents. A decision of the Hearing Examiner on appeals shall include, but not be limited to, a statement regarding the following:
 1. Background. The nature and background of the proceeding, including identification of party representatives participating in the hearing, prehearing determinations, and other similar information.

2. Findings. The individual facts that the Examiner finds relevant, credible, and requisite to the decision, based on the evidence presented at hearing and those matters officially noticed. (This may include recitation of relevant provisions of ordinance, other regulation, or case law.)
 3. Conclusions. Legal and factual conclusions based upon specific provisions of law and the findings of fact.
 4. Decision. The Hearing Examiner's decision as to the outcome of the appeal (affirm, modify, reverse, or remand) shall be based upon a consideration of the whole record and supported by substantial evidence in the record.
 5. Any finding of fact that should be denominated a conclusion of law shall be deemed to be a conclusion of law. Any conclusion of law that should be denominated a Finding of Fact shall be deemed to be a finding of fact.
- D. The decision may also include an order disposing of contested issues and/or directing parties to take actions consistent with the decision.

4.15 RECORD

The record of an appeal shall include the following:

- A. Decision or action being appealed;
- B. Appeal statement;
- C. Evidence received or considered;
- D. Pleadings, procedural rulings, and other non-evidentiary materials that are part of the Examiner's file;
- E. Statement of matters officially noticed, if any;
- F. Findings, conclusions and decision of the Hearing Examiner;
- G. Recording and/or transcript of the hearing; and
- H. An affidavit or certificate of the written notice given of the appeal hearing.

Section 5
CODE ENFORCEMENT HEARINGS

5.1 APPLICABILITY

In addition to the rules of general applicability in Section 2, the rules in this section shall apply to appeals of code enforcement violation notices. In case of conflict between Section 2 rules and Section 5 rules, Section 5 rules shall control.

5.2 FILING

- A. How to Appeal. A person to whom a notice and order is issued pursuant to this chapter may appeal to the Hearing Examiner by filing a written notice of appeal with the City Clerk within 14 days from the date of service of the notice and order. The appeal must be accompanied by a filing fee in the amount **established by the City's fee resolution, which is refundable if the appellant prevails on the appeal.**
- B. Effect of Appeal. The timely filing of an appeal pursuant to this section shall stay the requirement for action specified in the notice and order that is the subject of the appeal. The monetary penalty for a continuing violation does not continue to accrue during the pendency of the appeal; however, the Hearing Examiner may impose a daily monetary penalty from the date of service of the notice and order if he or she finds that the appeal is frivolous or intended solely to delay compliance.
- C. Effect of Failure to Appeal. The violation shall be deemed committed, the notice and order shall become the final administrative order, and the monetary penalties assessed shall be immediately due and subject to collection if (a) an appeal is not filed within 14 days after the notice and order was issued, or (b) an appeal was timely filed, but the appellant or his or her representative failed to appear at the hearing.
- D. Transmittal to Examiner. When the City receives an administrative appeal which falls within the Examiner's jurisdiction, **it shall transmit a copy** of the appeal package as submitted by the appellant together with a copy of the decision being appealed, if not included within the appeal package, to the Examiner by E-mail or Fax within two business days of its receipt by the City.

5.3 CONTENT OF APPEAL

An appeal must be in writing and contain the following:

- A. The action or decision appealed, including the date thereof;
- B. The City department that took the action or made the decision;

- C. The name, address and telephone number of the appellant;
- D. The name, address, telephone, fax number, and email address of the attorney or other representative, if any for the appellant;
- E. A brief statement as to how the appellant is significantly affected by or interested in the matter appealed;
- F. A brief statement of the errors that the appellant believes were made in the action or decision being appealed, or the procedural irregularities associated with the action or decision, noting appellant's specific exceptions and objections to the decision or action being appealed. Unless amendment is allowed, the identification of errors will define and limit the issues the Examiner will consider;
- G. The relief requested, such as reversal or modification; and
- H. Any other information required by the Covington city code.

5.4 NOTICE OF HEARING

The Examiner shall set the date, time, and place for the appeal hearing in consultation with the appellant(s) and respondent (City).

The Clerk shall cause a notice of the appeal hearing to be posted on the property that is the subject of the notice and order, and mailed to the appellant and the complainant, if not anonymous, at least 10 days before the hearing. The notice shall contain the following:

- A. The file number and a brief description of the matter being appealed;
- B. A statement of the scope of the appeal, including a summary of the errors alleged and the findings and/or legal conclusions disputed in the appeal;
- C. The date, time and place of the public hearing on the appeal;
- D. A statement of who may participate in the appeal; and
- E. A statement of how to participate in the appeal.

5.5 HEARING FORMAT

The hearing format for code enforcement appeals shall adhere to the following format:

- A. Introduction by Hearing Examiner
- B. Direct Testimony & Evidence: Respondent City, Appellant, General Public
- C. Rebuttal Testimony & Evidence: Respondent City, Appellant, General Public
- D. Closing Statements (Optional): Appellant, Respondent City

5.6 BURDEN OF PROOF

The City shall have the burden of proving, by a preponderance of the evidence, that a violation has occurred and that the proposed corrective action is reasonable.

5.7 PRE-FILING OF EXHIBITS

- A. City exhibits. City staff shall prepare a list of exhibits. The exhibit list and a copy of each exhibit shall be available at City Hall for public review not less than seven (7) days prior to the scheduled appeal hearing. Such exhibits should include, but shall not be limited to:
1. Any correspondence with the responsible person(s) regarding the violation
 2. Notice of Code Violation & Order to Correct, Notice to Correct Code Violation, Voluntary Correction Agreement, etc.
 3. Declaration of Service
 4. Photographs – provide date/time/location where photos taken
 5. Appeal
 6. Any other relevant information

The City shall number each such document using a number between 1 and 999, beginning with 1 and proceeding in whole number increments.

- B. Appellant exhibits. The appellant shall assemble and file one copy of all documents or exhibits which that party intends to submit at the hearing not less than seven (7) days prior to the scheduled appeal hearing. The appellant shall number each such document using a number between 1001 and 1999, beginning with 1001 and proceeding in whole number increments.
- C. Transmittal to Examiner. Each party shall mail or deliver a copy of its exhibits to the Examiner when their exhibits are filed with the City.
- D. The Examiner may assign exhibit numbers to administrative/procedural documents not pre-filed by the parties using a number between 9001 and 9999, beginning with 9001 and proceeding in whole number increments. The Examiner shall advise the parties at least one business day before the hearing of all such numbered administrative/procedural documents.

5.8 STAFF REPORT

- A. Filing. At least seven (7) days before the hearing, the City shall mail or deliver a written report to the Examiner and the appellant summarizing its case and making a recommendation for a monetary penalty. Staff reports shall also be made available for public viewing at City Hall. In the Examiner's **discretion, failure to timely provide** the report may constitute grounds for continuing the appeal hearing. In so determining, the Examiner shall consider the particular circumstances of the case, the possible prejudice to the persons failing to receive a copy of the report, and the justification, if any, for failure to comply. Any such continuance shall normally be for not less than three weeks. When a case is continued under this rule, the Examiner may establish a deadline prior to the continued hearing for further submittals.
- B. Content. The staff report should contain information which staff believes will have probative value in the appeal hearing and which will be necessary for preparation of a properly and fully considered decision. Such information should include, but shall not be limited to:
1. A general heading, to include file number, issue, location of violation, name of property owner, hearing date and time, staff representative.
 2. Code violation procedure and notice requirements;
 3. A description of the code violation(s) with specific details as to what is occurring/not occurring on the property that constitutes a violation, and citation of relevant code sections.
 4. Detailed information on the background investigation and action, including specific dates and times of inspections of property, contacts with the person responsible for the violation, and written notifications to correct the violation(s).
 5. Findings and conclusions;
 6. Staff recommendation.
 7. Exhibit list.

5.9 DEFAULT

The Hearing Examiner may dismiss an appeal by an order of default where the appellant, without good cause, fails to appear or is unprepared to proceed at a scheduled and properly noticed hearing.

5.10 DECISION

- A. Decision. The Hearing Examiner shall determine whether the City has established by a preponderance of the evidence that a violation has occurred and that the required correction is reasonable and shall affirm, vacate, or modify **the City's decisions regarding the alleged violation and/or the required corrective action**, with or without written conditions.
- B. Order. The Examiner shall issue an order to the person responsible for the violation which contains the following information:
 - 1. The decision regarding the alleged violation including findings of fact and conclusions based thereon in support of the decision;
 - 2. The required corrective action;
 - 3. The date by which the correction must be completed;
 - 4. The monetary penalties assessed based on the provisions of this chapter;
 - 5. The date after which the City may proceed with abatement of the unlawful condition if the required correction is not completed.
- C. Assessment of Monetary Penalty. Monetary penalties assessed by the Examiner shall be in accordance with the monetary penalty schedule in CMC 1.30.110(6).
- D. Abatement. Where action to abate the violation is required, the Examiner shall **give substantial weight to the City's determination regarding the nature of any** such action required, and whether such action has been satisfactorily performed.
- E. Notice of Decision. The Examiner shall mail a copy of the decision, including findings of fact, conclusions, and order, to the applicable department director within 21 days of the hearing. The City shall forward a copy of the decision to the appellant no later than two days after its receipt of the decision.
- F. Judicial Review. Judicial review of a decision by the Hearing Examiner may be sought by any person aggrieved or adversely affected by the decision, pursuant to the provisions of the Land Use Petition Act, Chapter 36.70C RCW, if applicable, or other applicable authority, if any, if the petition or complaint seeking review is filed and served on all parties within 21 days of the date of the **decision. For purposes of this section, "aggrieved or adversely affected" shall** have the meaning set forth in RCW 36.70C.060(2).

- G. Effect of Decision. If judicial review is not obtained, the Examiner's **decision** shall constitute the final decision of the City, and the failure to comply with the decision shall constitute a misdemeanor punishable by a fine of not more than \$1,000 or up to 90 days imprisonment, or both. In addition to criminal punishment pursuant to this subsection, the City may pursue collection and abatement as provided in this chapter.

5.11 RECORD

The record of an appeal shall include the following:

- A. Decision or action being appealed;
- B. Appeal statement;
- C. Evidence received or considered;
- D. Pleadings, procedural rulings, and other non-evidentiary materials that are part of the Examiner's file;
- E. Statement of matters officially noticed, if any;
- F. Findings, conclusions and decision of the Hearing Examiner;
- G. Recording and/or transcript of the hearing; and
- H. An affidavit or certificate of the written notice given of the appeal hearing.

Agenda Item 1
Covington City Council Meeting
Date: August 28, 2018

SUBJECT: CONSIDER APPOINTMENTS TO YOUTH COUNCIL

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENTS:

1. Resolution No. 2016-19 Creating Youth Council
2. Resolution No. 2017-09 Establishing a Set Number of Members
3. Applications provided separately.

PREPARED BY: Joan Michaud, Sr. Deputy City Clerk

EXPLANATION:

Council adopted Resolution No. 2016-19 creating a Youth Council on October 25, 2016 and amended that resolution on September 12, 2017 with Resolution No. 2017-09 to establish a set number of 15 members. The Youth Council currently consists of two adult leaders and eight youth members.

Position Nos. 2, 3 and 4 are currently vacant. Two new youth applicants were interviewed by Council on August 28. Resolution No. 2016-19 states youth shall serve one-year terms.

Name of Applicant	School/Resides
Krysta Symon	Kentwood
Ruby Kollasch	Kentwood

ALTERNATIVES:

Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the Youth Council.

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

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 2 on the Youth Council with a term expiring August 31, 2019.

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 3 on the Youth Council with a term expiring August 31, 2019.

REVIEWED BY: Recreation Specialist, City Manager

ATTACHMENT 1

RESOLUTION NO. 2016-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ESTABLISHING A YOUTH COUNCIL

WHEREAS, it is important and beneficial to all residents of the City of Covington (the “City”) to foster involvement of the community’s youth in the process of government and the ideals of public service; and

WHEREAS, it is desirable to expand the City’s connections to the community; and

WHEREAS, it is desirable to increase the number of volunteers who help the City achieve its goals; and

WHEREAS, it is important to obtain community input on key issues facing the City;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, hereby resolves as follows:

Section 1. Covington Youth Council Established. The Covington City Council hereby establishes the Covington Youth Council, which shall be referred to as the “Youth Council”. The city manager shall designate appropriate city staff to advise and provide administrative assistance to the Youth Council leaders and members.

Section 2. Purpose. The purpose of the Youth Council shall be as follows:

- 2.1. Involve youth in local government.
- 2.2. Increase volunteerism among youth in civic affairs.
- 2.3. Increase communication with youth in the Covington community.
- 2.4. Involve youth in planning youth activities for the Covington community.
- 2.5. Serve as an advisory body to the City Council on matters dealing with youth in the Covington community.

Section 3. Adult Leader Positions. The Youth Council shall be guided and mentored by at least two (2) non-voting adult leaders. The adult leader positions shall be appointed and fulfilled pursuant to the following:

- 3.1 **Appointment. Notice of Vacancies.** Unless otherwise directed by the council, the city clerk’s office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application.

3.2 Applicant Interviews and Appointment. The city council will endeavor to interview all applicants for an available position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole when the gross number of applicants is so large as to be an undue burden on the council's schedule.

- All interviews for available positions shall be scheduled at either a special or committee of the whole council meeting. For the purpose of any special or committee of the whole council meeting in which interviews are the only agenda item, the council may proceed with calling the meeting to order and conducting said interviews so long as three (3) or more council members are present.
- The council shall also interview applicants seeking reappointment for the same position, unless otherwise determined by a majority of the council.
- Appointments will be made during a regularly scheduled council meeting.
- Upon appointment, new appointees will receive a briefing by city staff regarding the duties and responsibilities of the members of the Covington Youth Council.

3.1. Appointment; Term. The City Council, by majority vote, shall appoint at least two (2) adult leaders to the Youth Council. Upon establishment of the Youth Council, all adult leader positions shall be initially appointed for a two-year term. Thereafter, upon the expiration or vacancy of an adult position, the City Council, by majority vote, shall appoint individuals to the adult leader positions in staggered-length terms to be determined by the City Council (e.g. one adult leader position assigned to a one-year term and the other adult leader position assigned to a two- year term; or, one adult leader position assigned to a two-year term and the other adult leader position assigned to a three-year term, etc.).

3.2. Removal. The City Council may remove an adult leader from their position at any time without reason upon a majority vote of the council.

Section 4. Youth Council Members. Voting members of the Youth Council shall be appointed and serve pursuant to the following:

4.1. Selection and Appointment. The city clerk's office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application. Applicants shall be interviewed by the City Council and the adult leaders. The City Council shall make the final decision on appointments.

4.2. Member Criteria. Youth Council members shall be between the ages of fifteen (15) and eighteen (18) at the time of selection and reside or attend school within the City of Covington or a 3-mile radius of the City of Covington city limits.

4.3. Term. Selected Youth Council members shall each serve for a term of one (1) year. There is no limit on the number of terms a Youth Council member may apply for and be appointed to.

4.4. Removal. The City Council, by majority vote, may remove a member of the Youth Council at any time without reason. The City Council may take such action only upon the recommendation of all adult leaders.

Section 5. Organization and Rules. The Youth Council shall recommend such rules for governing its procedures as it deems necessary or advisable to the City Council for approval and shall keep a record of its proceedings, which record shall be a public record. The Youth Council shall hold regular meetings at least once every two (2) months and, pursuant to Section 8.0 of the Covington City Council Policies and Procedures, shall comply with the requirements of the Open Public Meetings Act (RCW 42.30).


ADOPTED by the City Council of the City of Covington, Washington, in open and regular session this 25th day of October, 2016, and signed in authentication thereof.



JEFF WAGNER, MAYOR

ATTESTED:


Sharon Scott, City Clerk

APPROVED AS TO FORM:


Sara Springer, City Attorney

ATTACHMENT 2

RESOLUTION NO. 2017-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING RESOLUTION NO. 2016-19, SECTION 4.3. TO ESTABLISH A SET NUMBER OF MEMBERS

WHEREAS, it is important and beneficial to all residents of the City of Covington (the “City”) to foster involvement of the community’s youth in the process of government and the ideals of public service; and

WHEREAS, it is desirable to expand the City’s connections to the community; and

WHEREAS, it is desirable to increase the number of volunteers who help the City achieve its goals; and

WHEREAS, it is important to obtain community input on key issues facing the City;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, hereby resolves as follows:

Section 1. Covington Youth Council Established. The Covington City Council hereby establishes the Covington Youth Council, which shall be referred to as the “Youth Council”. The city manager shall designate appropriate city staff to advise and provide administrative assistance to the Youth Council leaders and members.

Section 2. Purpose. The purpose of the Youth Council shall be as follows:

- 2.1. Involve youth in local government.
- 2.2. Increase volunteerism among youth in civic affairs.
- 2.3. Increase communication with youth in the Covington community.
- 2.4. Involve youth in planning youth activities for the Covington community.
- 2.5. Serve as an advisory body to the City Council on matters dealing with youth in the Covington community.

Section 3. Adult Leader Positions. The Youth Council shall be guided and mentored by at least two (2) non-voting adult leaders. The adult leader positions shall be appointed and fulfilled pursuant to the following:

3.1 Appointment. Notice of Vacancies. Unless otherwise directed by the council, the city clerk's office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application.

3.2 Applicant Interviews and Appointment. The city council will endeavor to interview all applicants for an available position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole when the gross number of applicants is so large as to be an undue burden on the council's schedule.

- All interviews for available positions shall be scheduled at either a special or committee of the whole council meeting. For the purpose of any special or committee of the whole council meeting in which interviews are the only agenda item, the council may proceed with calling the meeting to order and conducting said interviews so long as three (3) or more council members are present.
- The council shall also interview applicants seeking reappointment for the same position, unless otherwise determined by a majority of the council.
- Appointments will be made during a regularly scheduled council meeting.
- Upon appointment, new appointees will receive a briefing by city staff regarding the duties and responsibilities of the members of the Covington Youth Council.

3.1. Appointment; Term. The City Council, by majority vote, shall appoint at least two (2) adult leaders to the Youth Council. Upon establishment of the Youth Council, all adult leader positions shall be initially appointed for a two-year term. Thereafter, upon the expiration or vacancy of an adult position, the City Council, by majority vote, shall appoint individuals to the adult leader positions in staggered-length terms to be determined by the City Council (e.g. one adult leader position assigned to a one-year term and the other adult leader position assigned to a two-year term; or, one adult leader position assigned to a two-year term and the other adult leader position assigned to a three-year term, etc.).

3.2. Removal. The City Council may remove an adult leader from their position at any time without reason upon a majority vote of the council.

Section 4. Youth Council Members. Voting members of the Youth Council shall be appointed and serve pursuant to the following:

4.1. Selection and Appointment. The city clerk's office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application.

Applicants shall be interviewed by the City Council and the adult leaders. The City Council shall make the final decision on appointments.

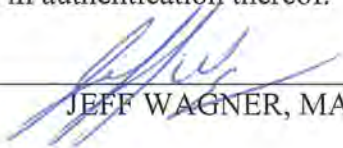
4.2. Member Criteria. Youth Council members shall be between the ages of fifteen (15) and eighteen (18) at the time of selection and reside or attend school within the City of Covington or a 3-mile radius of the City of Covington city limits.

4.3. Number of Members - Terms. The Covington Youth Council shall consist of a *maximum* of 15 members. Selected Youth Council members shall each serve for a term of one (1) year. There is no limit on the number of terms a Youth Council member may apply for and be appointed to.

4.4. Removal. The City Council, by majority vote, may remove a member of the Youth Council at any time without reason. The City Council may take such action only upon the recommendation of all adult leaders.

Section 5. Organization and Rules. The Youth Council shall recommend such rules for governing its procedures as it deems necessary or advisable to the City Council for approval and shall keep a record of its proceedings, which record shall be a public record. The Youth Council shall hold regular meetings at least once every two (2) months and, pursuant to Section 8.0 of the Covington City Council Policies and Procedures, shall comply with the requirements of the Open Public Meetings Act (RCW 42.30).

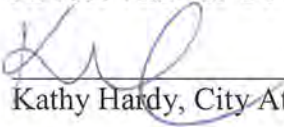
ADOPTED by the City Council of the City of Covington, Washington, in open and regular session this 12th day of September 2017, and signed in authentication thereof.



JEFF WAGNER, MAYOR

ATTESTED:


Sharon Scott, City Clerk

APPROVED AS TO FORM:


Kathy Hardy, City Attorney

Agenda Item 2

Covington City Council Meeting

Date: August 28, 2018

SUBJECT: CONSIDER APPOINTMENT TO THE HUMAN SERVICES COMMISSION

RECOMMENDED BY: Julie Johnston, Personnel & Human Services Planner

ATTACHMENTS: See application provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

Council interviewed three adult applicants for one adult opening on the Human Services Commission on April 10, 2018. Those applicants were Dawn Allen, Lydia Faitalia, and Jared Koukal (selected for CEDC). Dawn Allen was selected at that time to fill a partial term replacement. Since that time another Human Services Commissioner has resigned to move to Seattle, creating another partial term opening. Lydia Faitalia wishes to be considered for this opening.

The Human Services Commission additionally has two vacant positions for youth (ages 14 to 18). After extensive advertisement, as of this date, no youth have applied.

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

ALTERNATIVES:

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

CITY COUNCIL ACTION: Ordinance Resolution Motions Other

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill adult Position No. 7 on the Human Services Commission with a term expiring March 31, 2019.

REVIEWED BY: Personnel & Human Services Planner
City Manager

Agenda Item 3
Covington City Council Meeting
Date: August 28, 2018

SUBJECT: HUMAN SERVICES COMMISSION RECOMMENDATION OF THE DRAFT
2018 – 2024 HUMAN SERVICES MASTER PLAN

RECOMMENDED BY: Human Services Commission

ATTACHMENT(S):

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

PREPARED BY: Julie Johnston, Personnel & Human Services Planner

EXPLANATION:

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

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

The Commission is seeking Council confirmation to proceed with finalizing the plan and, if so, whether the Council desires any changes to be made to the attached hereto.

ALTERNATIVES:

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

FISCAL IMPACT: None

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

Direction whether to proceed with finalizing the draft City of Covington Human Services Master Plan.

REVIEWED BY: Personnel Manager; City Manager.



Human Services Master Plan

2018-2024

Human Services Commission

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

Lead Staff

Julie Johnston, Personnel & Human Services Planner

City Council

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

City of Covington Staff

Regan Bolli, City Manager

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Introduction

An Overview of the Human Services Commission

The Human Services Commission is comprised of 7 Commissioners, 2 of which are youth (ages 14-18) and one City Staff liaison. Commissioners serve on a volunteer basis. The Human Services Commission makes funding decisions regarding the dollars allocated by the City of Covington for Human Services Agencies. The agencies funded by the Human Services Commission serve as a resource for Covington citizens in regard to a wide variety of issues including homelessness, food scarcity, drug addiction assistance, other issues.

Mission Statement

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

The Human Services Master Plan

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

Organization of the Master Plan

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

History of City Support for Human Services

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

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

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

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

Funding History from Federal and County Sources

Year	General Funds	CDBG Consortium			CDBG Grant
		Admin	Public Service	King County Housing Repair Spent	Minor Home Repair Program
1998	\$ 10,000				
1999	\$ 61,304	0	\$11,304	\$60,696	
2000	\$ 50,000	\$11,265	\$12,235	\$44,349	
2001	\$ 50,000	\$ 9,556	\$11,197	\$55,850	
2002	\$ 59,100	\$ 9,849	\$12,268	\$56,969	
2003	\$ 75,000	\$ 8,610	\$12,714	\$65,254	
2004	\$ 75,000	\$10,136	\$13,320	\$71,165	
2005	\$ 87,705	\$ 8,381	\$12,712	\$97,933	
2006	\$ 87,705	0	0	\$50,483	
2007	\$ 90,000	0	0	\$74,474	
2008	\$ 92,600	0	0	\$54,339	
2009	\$105,000	0	0	\$10,300	
2010	\$105,000	0	0	\$ 407	\$24,000
2011	\$105,000	0	0	\$22,612	\$30,236
2012	\$105,000	0	0	\$ 3,558	\$26,858
2013	\$105,000	0	0	\$36,712	\$28,000
2014	\$105,000	0	0	\$25,418	\$28,750
2015	\$126,551	0	0	\$19,144.44	\$28,199
2016	\$126,551	0	0	\$10, 260.35	\$32,712.26
2017	\$136,500	0	0	\$24,364.45	\$31,625

2017-2018 Funding Cycle Allocations

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

2018

Human Services Master Plan | Updated: August 2018

Human Services Data

General Population Data

Covington Population

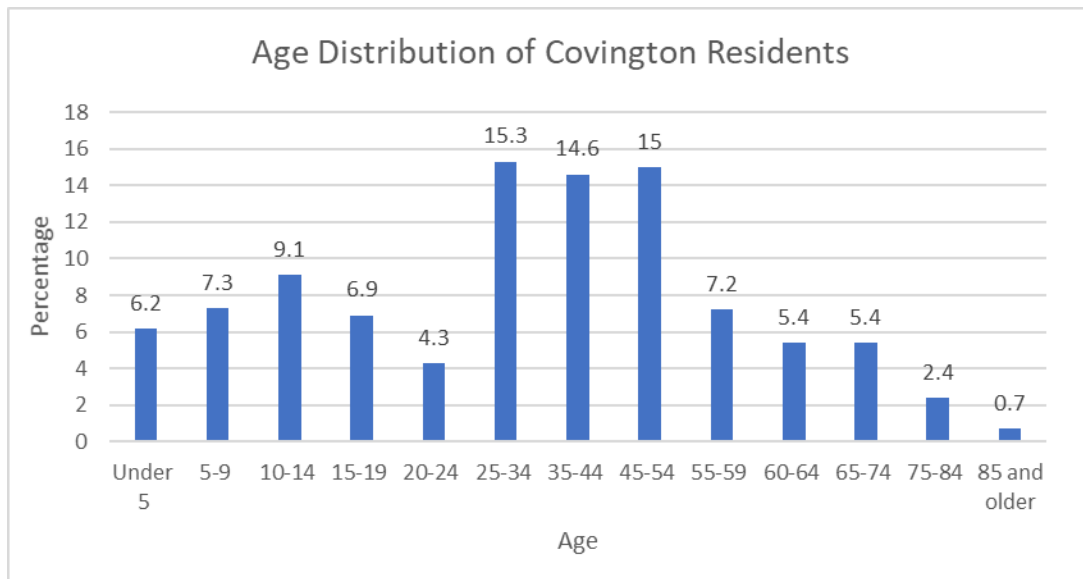
Due to the rapid development of single-family homes in 2003 and 2004, the population had a significant increase since 2000 as reflected in Table 1. Covington’s population is quickly increasing. The population data from Washington State Office of Financial Management is below:

Table 1. Covington Population	
2000	13,783
2003	14,850
2006	17,240
2010	17,575
2011	17,640
2012	17,760
2013	18,100
2014	18,480
2015	18,520
2016	18,750
2017	19,850
2018	20,080

Age Distribution

Covington is similar to other King County municipalities with relation to age; Covington has 27% of the population under 24 years of age, which compares to 24% in King County. The number of Covington residents over the age of 60 is 14%, while in King County it's 18%. The median age of people living in Covington is 35.4 (in 2010 the median age was 34.7) with falls in line with the median age range in King County. See below for the breakdown of percentages of the different age ranges within King County.

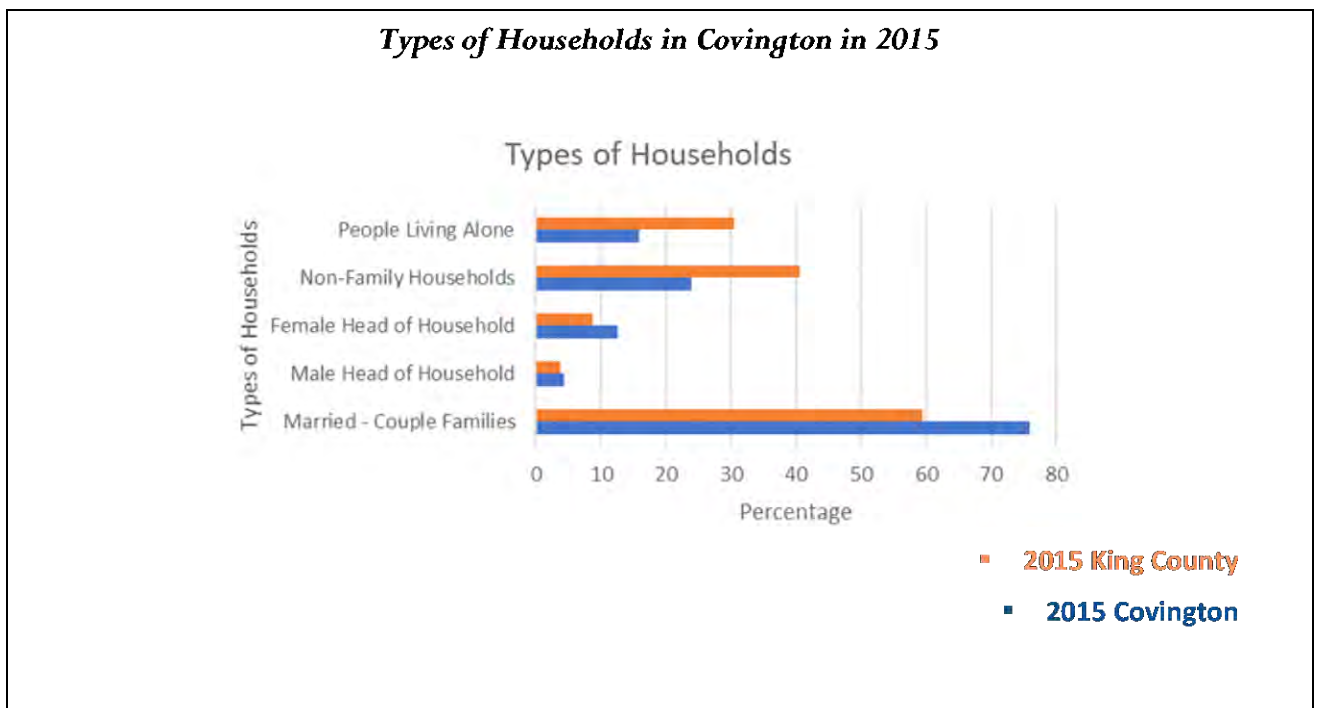
Age Distribution of People in Covington 2015



Source: American Community Survey, 2011-2015

Types of Households

In 2010 there were 5,817 occupied housing units in Covington as compared to 6,232 occupied housing units in 2015. The average family size was 3.3 people in 2010 and in 3.36 in 2015. The chart below includes both married-couple families and other types of families. Please note the difference between the Covington married-couple families and the King County married-couple families.



Race & Ethnicity Data

Race & Ethnicity of Covington Residents

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

Table 2. Ethnicity of Covington Residents				
Ethnicity	Covington 2005	Covington 2010	Covington 2015	King County
White	82.8	76.1	78	68.1
Black or African American	4.3	4.2	6.2	6.2
American or Alaskan Indian	0.3	0.8	0	.7
Native Hawaiian/Pacific Is.	0.2	0.6	.3	.8
Asian	6.7	8.5	9	15.6
Two or more races	4.5	5.8	5.7	5.8
Hispanic or Latino*	7.7	9.3	8.6	9.3

*Individuals may be of Hispanic origin and of any race.

Source: U.S. Census Bureau, 2010, Data for 2015 and King County, American Community Survey 2011-2015

Race & Ethnicity of Youth in Covington Schools

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

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

Table 3. Ethnicity of Youth in Covington Public K-12 Schools, 2016							
School	Hispanic/Latino of any race(s)	American Indian/Alaskan Native	Asian	Black/ African American	Native Hawaiian/Other Pacific Islander	White	Two or More Races
Crestwood Elementary School	17.1	0.4	5.8	3.5	0.2	63.7	9.3
Covington Elementary School	23.8	0.7	13.0	7.8	0.0	45.9	8.7
Jenkins Creek Elementary School	20.0	1.2	7.7	6.3	1.4	52.3	11.0
Cedar Heights Middle School	17.2	0.9	7.8	8.7	2.0	54.6	8.7
Mattson Middle School	18.0	0.8	13.7	5.7	1.4	50.6	9.8
Kentwood High School	18.1	0.8	22.7	9.3	2.4	39.2	7.6
Kentlake High School	16.7	0.6	8.3	7.6	1.9	56.7	8.6
Averages	18.7	0.8	11.3	7.0	1.3	51.9	9.1

Source: OSPI Washington State Report Card, 2017

Basic Needs Data

Economic Characteristics of Covington Residents

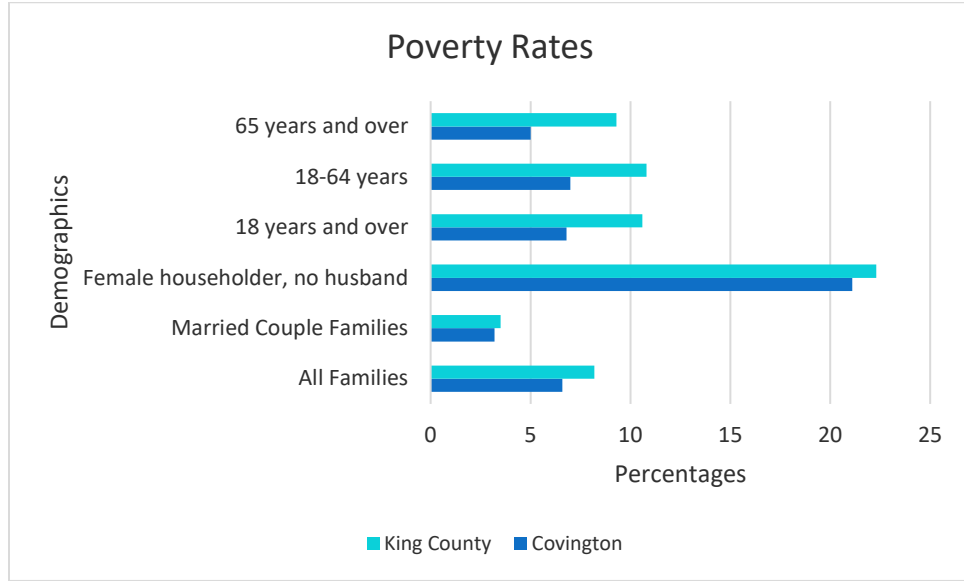
The economic characteristics of Covington, according to the American Community Survey 5-year estimates from 2006-2010 and 2011-2015, provide valuable employment and income data. This data is important in order to assess affordable housing, transportation, and basic needs of Covington residents.

Table 4. Income (in 2010 inflation-adjusted dollars)		
	2010	2015
Total Households	5,396	4,739
Less than \$ 10,000	1.2	3.8
\$ 10,000 to \$ 14,999	1.1	1.6
\$ 15,000 to \$ 24,999	2.7	2.7
\$ 25,000 to \$ 34,999	4.7	3.1
\$ 35,000 to \$ 49,999	11.7	5.6
\$ 50,000 to \$ 74,999	21.7	19.4
\$ 75,000 to \$ 99,999	19.8	18.3
\$100,000 to \$149,999	22.3	28.3
\$150,000 to \$199,999	9.9	9.9
\$200,000 or more	4.8	7.2
Median household income	\$84,323	\$94,647

Source: U.S. Census Bureau, 2006-2010 American Community Survey 5-year Estimates for 2015 data, American Community Survey 2011-2015

Poverty Rates in Covington in 2015

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



Source: American Community Survey, 2011-2015

Covington Residents Served By Local Food Banks

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

Table 5. Covington Residents Served by Food Banks

Maple Valley Food Bank											
	2004	2006	2008	2010	2011	2012	2013	2014	2015	2016	2017
Unduplicated individuals served	1,338	992	1,849	1,915	2,045	3,691	1,932	1,792	1,698	1,861	1,982
Clients receiving financial assistance	551	644	740	851	832	936	781	871	753	982	1,060
The Storehouse											
	2004	2006	2008	2010	2011	2012	2013	2014	2015	2016	2017
Unduplicated households served	101	53	121	150	90	125	153	487*	500*	534*	279
*number of residents was counted instead of house holds											

Housing Repair

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

Table 6. Covington Minor Home Repair Program		
Year	Covington Households Served	CDBG Grant Dollars Spent
2010	12	\$18,980
2011	17	\$30,236
2012	14	\$26,858
2013	9	\$28,000
2014	17	\$28,750
2015	17	\$28,199
2016	20	\$32,712
2017	17	\$31,625

Safety Data

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

Refer to Table 7 below.

Table 7. Comparison of Covington Crime Statistics						
Offense	2011	2012	2013	2014	2015	2016
Forcible rape (including attempts)	11	11	7	11	10	5
Robbery	18	8	12	11	8	11
Aggravated Assault	15	25	15	20	7	14
Burglary, residential	134	134	144	182	121	100
Vehicle theft	52	44	56	55	36	63
Adult charges/arrests	578	441	393	423	394	497
Juvenile charges	80	101	70	50	103	59
Domestic Violence Issue	90	101	123	129	128	94
Total Human Services Calls	978	865	820	881	807	843
Percentage of Total Human Service Call compared to Total Dispatched Calls	25%	20%	19%	19%	17%	17%
TOTAL DISPATCHED CALLS	3,803	4,289	4,421	4,581	4,843	5,097

Youth & Education Data

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

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

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

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

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

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

Free & Reduced Lunch Data

2013-14		2014-15		2015-16		2016-17	
Enrollment	F/R%	Enrollment	F/R%	Enrollment	F/R%	Enrollment	F/R%
6,483	37.51%	6,494	36.28%	6,547	36.05%	6,679	35.93%
2013-14		2014-15		2015-16		2016-17	
Total Breakfasts	% F&R	Total Breakfasts	% F&R	Total Breakfasts	% F&R	Total Breakfasts	% F&R
123,431	85.28%	117,530	84.24%	116,280	83.35%	116,677	81.91%
2013-14		2014-15		2015-16		2016-17	
Total Lunches	% F&R	Total Lunches	% F&R	Total Lunches	% F&R	Total Lunches	% F&R
513,089	60.43%	509,421	57.57%	502,478	57.71%	516,843	56.94%

Standardized Test Results for Covington Schools

Table 9. Covington Elementary Schools: Average Percentage Meeting Standard on the Smarter Balanced Assessment (SBA)				
Elementary School	2015-16		2016-17	
	SBA ELA	SBA Math	SBA ELA	SBA Math
Covington Elementary School	55.3	51.3	46.1	42.9
Crestwood Elementary School	62.7	60.1	65.4	60.9
Jenkins Creek Elementary School	42.6	43.4	46.5	49.4

Source: OSPI Washington State Report Card, 2017

Table 10. Covington Middle Schools: Average Percentage Meeting Standard on the Smarter Balanced Assessment (SBA)				
Elementary School	2015-16		2016-17	
	SBA ELA	SBA Math	SBA ELA	SBA Math
Cedar Heights Middle School	62.8	58.0	61.1	50.0
Mattson Middle School	63.2	52.0	62.3	52.4

Source: OSPI Washington State Report Card, 2017

Table 11. Covington High Schools: Percentage Meeting Standard on the Smarter Balanced Assessment (SBA) for 11th Grade				
Elementary School	2015-16		2016-17	
	SBA ELA	SBA Math	SBA ELA	SBA Math
Kentwood High School	77.1	20.4	70.1	29.8
Kentlake High School	75.8	28.8	70.2	32.7

Source: OSPI Washington State Report Card, 2017

Graduation Rates of Covington High Schools

Table 12. Covington High School 4-Year Cohort Graduation Percentages				
High School	Class of 2013	Class of 2014	Class of 2015	Class of 2016
Kentwood High School	84.5	83.6	84.7	86.6
Kentlake High School	80.6	84.1	81.8	79.8

Source: OSPI Washington State Report Card, 2017

The Goals of the Human Services Commission

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

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

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

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

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

Goal 1: BASIC NEEDS

Short Term Goals	<ul style="list-style-type: none"> • Ensure residents of Covington are aware of resources that will allow them to get basic needs met such as: food, clothing, shelter, water. • Create a flyer highlighting the local services to assist with basic needs and distribute to the community of Covington
Long Term Goals	<ul style="list-style-type: none"> • Create a basic needs advocacy program, like neighborhood watch, where Covington residents are equipped and knowledgeable to educate residents about local basic needs services that are available.
Mechanisms to Accomplish Goal	<ul style="list-style-type: none"> • Partner with local churches, schools and agencies to inform them about basic needs services that are available. • Create a flyer/brochure that educates residents about basic services available. • Host a neighborhood advocacy training night to inform residents willing to help about the local services available.
Agencies Currently Funded	<ul style="list-style-type: none"> • Catholic Community Services • Crisis Clinic • Maple Valley Food Bank and Emergency Services • The Storehouse • Sound Generations

Goal 2: ECONOMIC INDEPENDENCE

Short Term Goals	<ul style="list-style-type: none"> • Fund programs that provide the services and tools to achieve economic independence • Research and connect with programs that offer the mechanisms needed to accomplish economic independence goals (below)
Long Term Goals	<ul style="list-style-type: none"> • Host an event to educate the public about ways to overcome barriers to economic independence • Create a wrap-around resource package publication to help a single individual or head of household find a pathway to strengthen their economic independence
Mechanisms to Accomplish Goal	<ul style="list-style-type: none"> • Identify budget management educators and advisors • Strengthen and develop relationships with local training and degree programs • Partner with advisors to help share pathways to GED, degrees, skilled trade certificates and journeyman licenses • Connect residents to agencies that can provide career mentors who will provide interview and resume coaching, access to professional clothing and resources for child care. • Generate publications created to inform residents of ways to strengthen their economic independence
Agencies Currently Funded	<ul style="list-style-type: none"> • ANEW – Women’s Employment • YWCA – DV Victim Services • Childcare Resources & Referral • Kent Youth and Family Services

Goal 3: A HEALTHY AND SAFE COMMUNITY

Short Term Goals	<ul style="list-style-type: none"> • Work with the City of Covington, Police Department, Fire Department, and MultiCare to offer Health and Safety classes. Ex: Car Seat Safety Checks, Smoke & Carbon Monoxide Detector Education, Nutrition Classes, etc. • Promote programs and agencies offering healthcare and dental care to low and moderate- income households. • Provide funding to non-profit agencies providing mental health resources for Covington community members.
Long Term Goals	<ul style="list-style-type: none"> • Expand awareness of the number of health and safety classes offered by the City of Covington and increase attendance. • Increase the number of biking and walking trails, as well as exercise programs. • Educate the public about mental health resources, healthcare, and dental for low-moderate income households.
Mechanisms to Accomplish Goal	<ul style="list-style-type: none"> • Publish class information in Recreation Guides, on the city website and on Facebook. • Ensure publications are made to inform residents of resources
Agencies Currently Funded	<ul style="list-style-type: none"> • Healthpoint • Kent Youth and Family – Clinical Services • Children’s Therapy Center

Goal 4: EDUCATION FOR ALL AGES

Short Term Goals	<ul style="list-style-type: none"> • Continue to emphasize access to equitable Early Childhood Education • Continue to support and promote programs and agencies who allow for access to equitable education for all and offer job opportunities
Long Term Goals	<ul style="list-style-type: none"> • Create a Public Survey of Covington residents regarding needs in more educational opportunities which they would like to see. • Create more social media links on what opportunities are available regarding education and job training from various existing agencies.
Mechanisms to Accomplish Goal	<ul style="list-style-type: none"> • Enlist help of Covington staff to develop fulfillment on long term goals.
Agencies Currently Funded	<ul style="list-style-type: none"> • Communities in Schools of Kent • ANEW • Kent Youth & Family- Head Start & ECEAP • Children’s Therapy Center

Goal 5: PROMOTE DIVERSITY, EQUITY, AND INCLUSION

Short Term Goals	<ul style="list-style-type: none"> • Partner with a local organization, such as the King County Library System, and coordinate at least one event/program that celebrates cultural diversity • Coordinate at least one training on diversity, equity, and inclusion for city employees • Ensure the promotion of human services in Covington is conducted in an equitable manner and takes into consideration all languages, cultures, races, ages, sexual preferences, and genders
Long Term Goals	<ul style="list-style-type: none"> • Create an accountability system for Human Services organizations that ensure the organizations distribute resources equitably and appreciate diversity • Coordinate consistent programming that promotes diversity, equity, and inclusion for the city • Organize and facilitate training on diversity, equity, and inclusion for City employees as well as a representative from funded agencies. This would be a regularly held training, either annually or every other year. Perhaps an online training could be implemented or an in-person training, depending on budget and time constraints. A third party, outside organization would conduct the training. • Ensure the Human Services Commission operates in an equitable manner to include all languages, cultures, races, ages, sexual preferences, and genders
Mechanisms to Accomplish Goal	<ul style="list-style-type: none"> • The City of Covington website • Partnerships with local organizations, such as the King County Library System • The Covington City Council
Agencies Currently Funded	<ul style="list-style-type: none"> • ANEW • NEXUS • Communities in Schools

Conclusion

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

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

Covington continues to experience demographic and economic changes, including increases in the population and in the number of individuals and families living in poverty or below self-sufficiency standards. These conditions are reflected in the rising number of citizens requesting services to the agencies funded by the city, thus the creation of the Human Services goals to best serve our residents. The Human Services Commission remains committed to addressing these needs through this Master Plan to coordinate and monitor each service, as well as to advocate for those in need and connect individuals and families to available services.

Agenda Item 4
Covington City Council Meeting
Date: August 28, 2018

SUBJECT: 2018 SECOND QUARTER FINANCIAL REPORTS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. 2018 Second Quarter Report
2. Quarterly Performance Reports by Fund
3. Major Revenue Comparison
4. Current Investment Listing

PREPARED BY:

Rob Hendrickson, Finance Director

EXPLANATION:

It is the policy of the City and a requirement of state law (RCW 35A.34.240) to provide financial reports to the governing body on a quarterly basis.

ALTERNATIVES:

N/A

FISCAL IMPACT:

None.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

ASK QUESTIONS OF STAFF

REVIEWED BY: City Manager

June 30, 2018

2018 2nd Quarter Financial Overview



ATTACHMENT 1 Economic & Revenue Summary

—WA State Economic & Revenue Forecast Council & The Puget Sound Economic Forecaster

United States

- The economic expansion continues at a moderate pace with consumer and business confidence at cyclical highs.
- The unemployment rate has fallen below 4%.
- Oil prices remain well below pre-recession prices.
- The housing market continues to improve.

Washington

- Car and truck sales appear to have plateaued. They have decreased 11.9% since the post-recession peak in November 2017.
- Washington continues to lead the nation in personal income. At 7.4%, Washington far outpaces the nation's rate of 4.3%.
- Seattle home prices rose by the highest percentage in the country—13.1% in April 2018 y/y. (per S&P/Case-Schiller Natl Home Price Index)
- Washington housing has been weaker than expected.
- Washington's unemployment rate was unchanged at 4.7% in June.
- Seattle area CPI remains above the national average at 3.3% compared to the rest of the nation at 2.8%.

Quarterly Summary

The second quarter is a good indicator for the balance of the year. Revenues continue to hit new highs while expenditures are at or below mid-year benchmarks. This will adjust as the city approaches the construction season. Sales taxes have increased over last year by 8.4%. REET collections are at almost 100% of budget and housing permit revenues are coming in strong. Utility taxes have a new collection schedule detailed on page 3. New sections have been added this quarter to complement the overall financial picture: Bond Watch, Impact Fees and Grants. Please check them out on page 7!

Rob Hendrickson, Finance Director

Inside this issue:

Property Tax	2	Public Works	5
Real Estate Excise Tax	2	Development Services	5
Retail Sales and Use Tax	3	Parks, Aquatics, Recreation, and Athletics	5
Utility Tax	3	Cash and Investments	6
General Fund	4	Capital Investment Program	7

Property Tax

(cash basis)

Property tax is collected by King County and distributed on a daily basis to all taxing agencies within the county. Since taxes are due on April 30 and October 30 each year, the major distributions are realized in early May and November.

Through 2nd quarter the city received \$1,433,434 or 52.3% of budget. This is 5.1% or \$70,076 ahead of 2017 collections.

Property tax is the most stable

2016	2017	2018
\$1,320,004	\$1,363,358	\$1,433,434

source of revenue the city has. It is one leg of the “three legged” stool which the general fund relies on for revenue. The other two legs are sales tax and utility tax.

Property tax revenues are unrestricted. As such they may be used to pay for any need within the city.

Currently, property taxes are allocated 100% to the general fund.

The 2017 levy for 2018 collection is \$2,748,267 and the levy rate is \$1.12/\$1,000 assessed value. The legal cap for property tax collections is \$2.10/\$1,000 assessed value.

The city’s assessed valuation is \$2.5 billion—an increase of \$257 million or 11.6% over the previous year.

Real Estate Excise Tax (REET)

(cash basis)

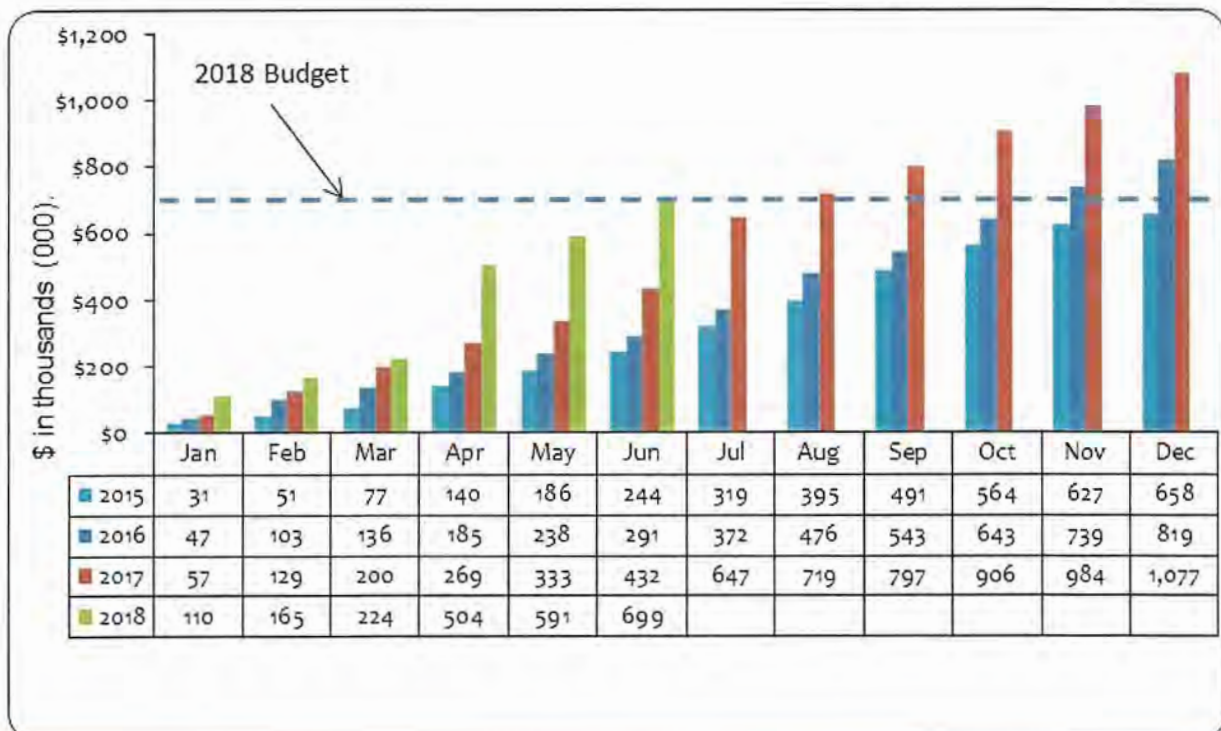
REET is a restricted revenue dedicated to paying debt service on the 2007 transportation bonds which paid for 168th Place SE/165th Place SE and loans from the Public Works Trust Fund. This tax is levied by the city on all sales of real estate at the

rate of one-half percent which is divided into two quarter percents.

Through June, collections are \$698,693 or 99.8% of the \$700,000 budget. This is \$266,758 or 61.8% higher than 2017 due to commercial

sales, a large number of lot sales, rising home prices, and a continuing strong economy.

There were 36 new home sales, 191 existing home sales, 1 land sale and 2 commercial sales through 2nd quarter.



Retail Sales & Use Tax

(cash basis)

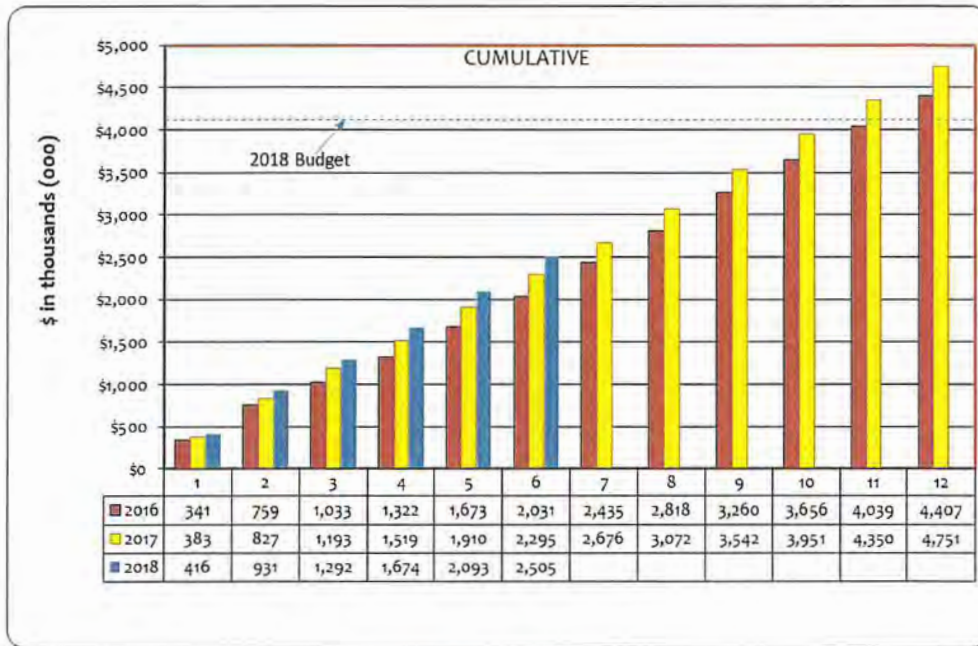
Sales and use tax is the largest revenue source available to the city.

The 2nd quarter outpaced 2017 levels by \$210,508 or 9.2%. To-

tal collections are at \$2,505,209 or 59.6% of the \$4,200,000 budget.

Cumulatively comparing each category y/y to 2017 shows

that retail came in ahead at 13.6% and construction was down by 14.1%. Food services was positive 8.1% for the quarter while the "all other" category was up 29.1%.



Utility Tax

(cash basis)

The city imposes a utility tax on electrical energy, natural gas, brokered natural gas, and telephone at the rate of 6.0%. Solid waste, cable TV, and SWM are taxed at an 8.0% rate.

Utility tax supports the general fund, debt service and streets.

Finance made a decision to collect taxes on a quarterly basis. This creates a more efficient collections and recording process in the long run since there are a number of small utilities which creates more work for staff when done monthly.

With that in mind, the 2nd quarter y/y is down by \$418,396 or 33% while total collections are \$848,967 or 36.9% of budget.

The city is continuing its utility tax audits. MuniServices is in the beginning stages in reviewing AT&T.

Utility	2017	2018	Δ
Electricity	\$419,322	\$304,999	\$9,585
Natural Gas	242,249	170,967	7,092
Solid Waste	96,981	67,587	(29,669)
Cable	234,758	151,172	(3,407)
Telephone	186,763	140,525	(38,039)
SWM	87,291	13,716	8,057
Total	\$1,267,363	\$848,967	\$(46,381)

GENERAL FUND

(cash basis)

Operating revenues are 53.5% of budget or \$6.6 million. This exceeds 2017 levels by \$44,416. Sales, utility, and property tax collections are detailed on pages 2 and 3 and parks revenue is re-

viewed on page 5.

Total expenditures including transfers out are \$5,118,360. This is an increase in spending of 8.0% or \$413,683 over the same period last year.

Overall, 34.5% of the budget was spent.

Fund balance at year end is \$9,531,104. This is \$2,583,709 above the 2016 ending fund balance.

GENERAL FUND DEPARTMENT BUDGET UPDATE

Department	YTD - 2017	% of Budget	YTD - 2018	% of Budget
City Council	\$ 84,006	48.7%	\$ 88,268	48.1%
Municipal Court	184,885	37.0%	172,853	31.1%
Executive	467,623	44.2%	523,497	46.3%
Finance	286,543	46.0%	353,425	50.6%
Legal	80,197	40.0%	84,532	41.5%
Human Resources	246,939	54.3%	209,203	49.8%
Central Services	493,949	63.8%	431,890	55.2%
Law Enforcement	1,533,802	39.3%	1,697,990	40.5%
Community Development	163,575	38.2%	170,393	31.9%
Parks Maintenance	160,633	39.7%	217,026	36.1%
Aquatics	516,023	46.7%	553,013	39.0%
Recreation & Cultural Arts	269,248	37.9%	327,572	39.6%
Parks	140,405	37.3%	170,875	42.5%
Operating Transfers Out	<u>76,849</u>	5.7%	<u>117,823</u>	5.2%
TOTAL	<u>\$ 4,704,677</u>	39.0%	<u>\$ 5,118,360</u>	34.5%

PUBLIC WORKS

(cash basis)

Public Works consists of street operations and surface water management (SWM).

Street operations is funded by franchise fees received from Comcast, a motor vehicle fuel excise tax, and motor vehicle license fees.

Comcast franchise fees are slightly below forecast at \$133,175 or 49.7%.

Total operating revenues are \$544,644 and other financing sources are \$81,453. At \$626,098, this puts total revenue sources at

51.7% for the 2nd quarter.

Gas tax came in slightly below budget. The amount received is \$208,165 or 48.4% of budget. This is higher than 2017 by \$19,258 or 9.25%.

Motor vehicle license fees are at \$172,894 or 55.8% of budget.

Total expenditures are below budget at 41.2% or \$587,101.

Street operating revenues are less than operating expenditures by \$28,048. Operating transfers of

\$81,248 from the general fund help offset that deficit.

Ending fund balance for Streets is \$406,623 a decrease of \$131,231.

SWM is primarily funded through drainage fees collected by King County and distributed to the city. Collections through June are \$1,238,283 or 56.3% of budget. Total revenues are at 52.4% or \$1,262,646.

Total expenditures are at 35.6% or \$1,142,910—\$59,006 below 2017 due to decreased capital project costs.

DEVELOPMENT SERVICES

(cash basis)

Total revenue is at \$1,075,884 or 95.3% of forecast. This is a \$50,000 increase over 2017. Charges for Services declined in 2018.

The number of permits for single

family residences are at 37 compared to 44 in 2017. There are no multi-family permits and 5 commercial permits year-to-date. Permit revenue is ahead of 2017 by \$80,015.

Operational expenditures came in at 42.2% or \$726,164.

Ending fund balance for 2017 was \$4,541,778 an increase of \$915,922.

AQUATICS, RECREATION and CULTURAL ARTS

(cash basis)

Parks' activities now reside within the general fund. Parks is divided into three divisions: aquatics, maintenance, recreation and cultural arts, and parks administration. Two divisions bring in revenue: aquatics, and recreation and cultural arts.

Second quarter budget-to-

actual aquatics revenue is \$405,523 or 54.8%; and recreation and cultural arts is \$179,631 or 66.3%.

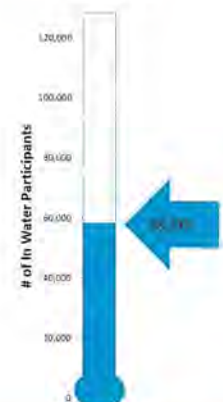
Total year-to-date attendance for aquatics is 58,530—3,146 fewer patrons than 2017. Athletics had 1,600 participants and recreation 698. 2017 had 1,432 and 858 participants

respectively y/y.

Operating expenditures for the two divisions total \$880,584 which exceeds corresponding revenue by \$295,430.

The individual expenditure breakdown is as follows: aquatics is \$553,013; and recreation and cultural arts is \$327,572.

Covington Aquatic Center
Splash Count
June, 2018



CASH & INVESTMENTS

Cash and investments total \$24,929,477. This exceeds June 2017 by \$4,297,947. The largest gainers are development services and capital. The general fund, street fund, LID fund and Equipment Replacement Fund declined.

The Local Government Investment Pool (LGIP) earned 1.89% in June 2018. The City has \$17,678,662 invested with the LGIP. (as of Jun 2018)

Investments outside the LGIP total \$6,454,547 (market value).

They are currently all US Government Agencies.

The weighted yield of the portfolio with the state pool is 1.64% and without the pool is 1.27%. Average days to maturity with the pool is 142 days or 0.39 years and without the pool is 478 days or 1.31 years.

Cash on hand is kept at US Bank and various petty cash funds throughout the City. Investment securities are kept with US Bank Safekeeping.

The chart below reflects the

amount of cash and investments allocated to each fund within the City. This is reconciled and updated on a monthly basis.



TOTAL GENERAL LEDGER CASH ACCOUNTS					
	INVESTMENTS	CASH	TOTAL	2017	Δ
GENERAL FUND	\$ 2,188,315.16	\$4,723,541.57	\$6,911,856.73	\$7,065,137.70	(\$153,280.97)
STREET FUND	-	314,517.07	314,517.07	369,011.53	(\$54,494.46)
CONTINGENCY FUND	393,515.60	20,803.59	414,319.19	413,520.79	\$798.40
CUMULATIVE RESERVE FUND	1,378,737.60	77,258.30	1,455,995.90	1,428,838.93	\$27,156.97
REET 4th 1/4% FUND	-	176,351.10	176,351.10	49,483.40	\$126,867.70
REET 4th 1/4% FUND	-	176,351.10	176,351.10	49,483.40	\$126,867.70
DEVELOPMENT SERVICES FUND	2,493,978.84	2,423,376.71	4,917,355.55	3,997,660.15	\$919,695.40
LID 99.01 FUND	-	30,392.86	30,392.86	32,477.26	(\$2,084.40)
CAPITAL IMPROVEMENT PROGRAM	-	7,528,823.33	7,528,823.33	4,420,027.19	\$3,108,796.14
SURFACE WATER MANAGEMENT	-	2,095,868.88	2,095,868.88	1,932,115.84	\$163,753.04
UNEMPLOYMENT INSURANCE	-	415,129.32	415,129.32	352,863.42	\$62,265.90
EQUIPMENT REPLACEMENT	-	492,515.48	492,515.48	520,910.00	(\$28,394.52)
TOTAL ALL FUNDS	\$6,454,547.20	\$18,474,929.31	\$24,929,476.51	\$20,631,529.61	\$4,297,946.90

CAPITAL INVESTMENT PROGRAM (cash basis)

New Items

The city has collected \$314,409 in GMA mitigation fees, \$42,534 in interest earnings and \$3,922 in parks fees-in-lieu.

Please see the chart below for current CIP activity.

Project #	Project Description	YTD Revenues	YTD Expenditures
1010	Covington Community Park Phase 2	\$2,596,173	\$2,781,897
1014	Jenkins Creek Park	0	0
1019	SoCo Park	52,409	0
1028	Annual Road Overlay	144,097	30,811
1029	Annual Traffic Safety	0	0
1057	SR 516 Safety Widening	0	0
1086	164th AV SE	36,575	30,873
1127	SR 516 Widening at Jenkins Creek	37,627	109,784
1145	SE 256th St Culvert	27,631	9,273
1172	Covington Aquatic Center	0	0
1201	204th Connector	0	3,166

BOND WATCH

As of June 30, the balance of the 2016 Refunded Bonds was \$8,040,000. Payoff for these bonds is 11/1/2027. The next principal payment of \$710,000 will be 11/1/2018.

The Public Works Trust Fund Loan balance was \$1,289,375. The payoff for this loan is 6/1/2024. The next principal payment will be 6/1/2019 for \$214,895.

IMPACT FEES

The total balance of traffic impact fees at the end of 2017 is \$3,322,485. These are collected throughout the year and distributed to projects as needed. Transportation impact fees are restricted and can only be used for public streets and roads. They must be used in conjunction with other funding sources but may not be used to correct existing deficiencies.

GRANTS

Through June, grant awards totaled \$36.2 million. Only \$33.3 million is under contract. The amount requested is \$7.3 million.

CITY OF COVINGTON

FINANCE DEPARTMENT

Rob Hendrickson—Finance Director
Casey Parker—Senior Accountant
Lindsay Hagen—Accountant I
Staci Cles—Senior Accounting Clerk
Shelley Wells—Finance Assistant

City of Covington

Quarterly Performance Report - General Fund

as of 6/30/2018

ATTACHMENT 2

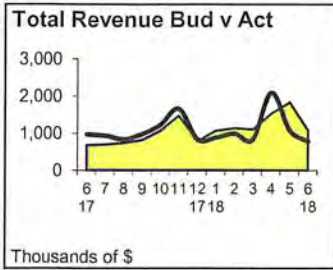


Chart 1

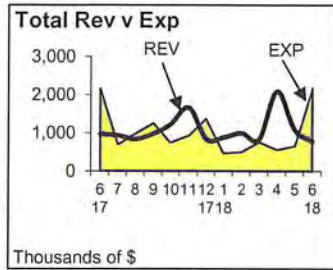


Chart 2

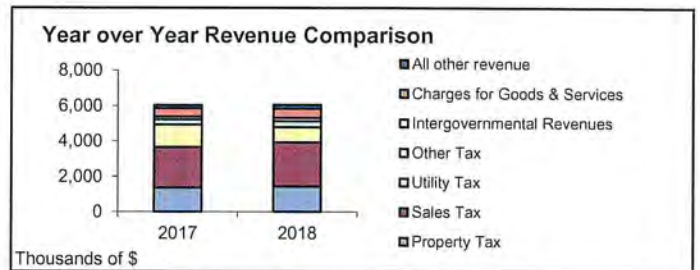


Chart 3

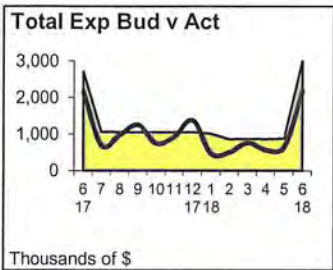


Chart 4

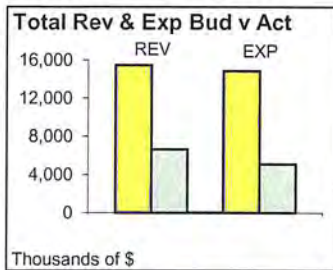


Chart 5

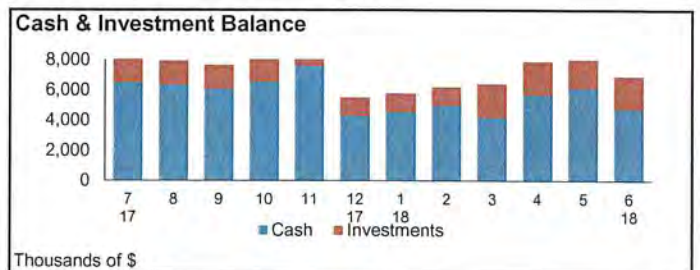
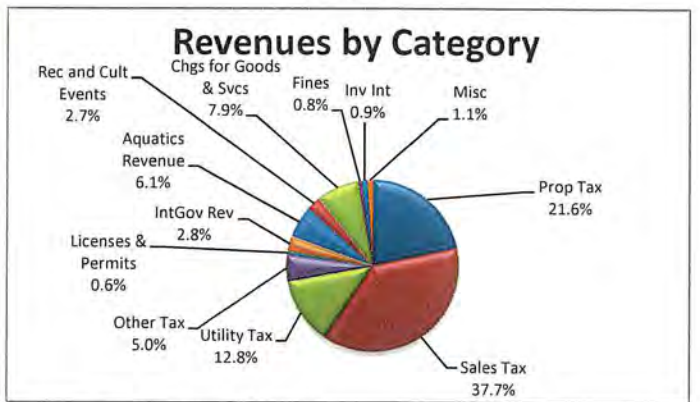


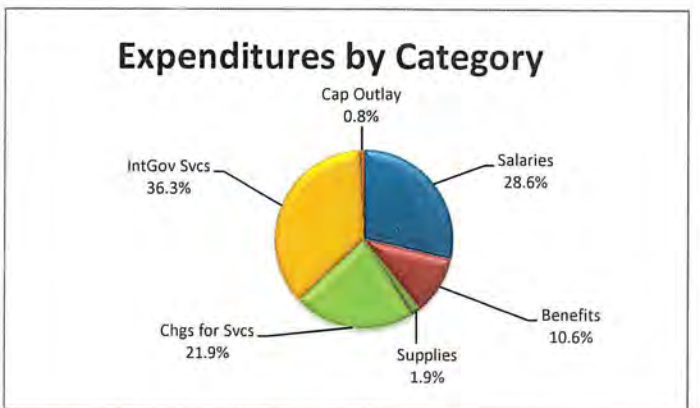
Chart 6

Rev & Exp - YTD	2018		\$ Rem	% Coll/ Spent YTD	2017
	Budget	Actual			Actual
Property Tax	\$ 2,743.0	\$ 1,433.4	\$ 1,309.6	52.3%	\$ 1,363.4
Sales Tax	4,200.0	2,505.2	1,694.8	59.6%	2,294.7
Utility Tax	2,299.0	849.0	1,450.0	36.9%	1,267.4
Other Tax	592.7	332.5	260.1	56.1%	295.2
Licenses & Permits	79.4	40.9	38.5	51.5%	39.7
Intergovernmental Rev	351.9	187.5	164.5	53.3%	159.0
Aquatics Revenue	739.3	405.5	333.8	54.9%	413.4
Recreation and Cultural Events	270.9	179.6	91.3	66.3%	158.0
Charges for Goods & Svcs	934.3	524.4	409.9	56.1%	467.0
Fines & Penalties	97.7	49.8	47.9	51.0%	50.5
Investment Interest	52.7	61.0	(8.3)	115.7%	31.0
Miscellaneous	51.6	71.0	(19.4)	137.6%	56.3
Total Operating Revenues	12,412.5	6,639.8	5,772.7	53.5%	6,595.4
Other Financing Sources	3,032.5	-	3,032.5	0.0%	-
Total Sources	\$ 15,444.9	\$ 6,639.8	\$ 8,805.1	43.0%	\$ 6,595.4
Salaries & Wages	\$ 3,319.5	\$ 1,478.4	\$ 1,841.2	44.5%	\$ 1,399.1
Benefits	1,153.1	548.0	605.1	47.5%	506.0
Supplies	309.1	99.3	209.8	32.1%	103.6
Charges for Services	2,309.0	1,134.1	1,174.9	49.1%	1,060.6
Intergovernmental Svcs	4,860.9	1,877.5	2,983.4	38.6%	1,693.2
Capital	341.6	40.3	301.4	11.8%	34.1
Total Operating Expenses	12,293.3	5,177.6	7,115.7	42.1%	4,796.5
Other Financing Uses	2,549.4	(59.2)	2,608.6	-2.3%	(91.9)
Total Uses	\$ 14,842.7	\$ 5,118.4	\$ 9,724.3	34.5%	\$ 4,704.7

Chart 7



Percentages may not equal 100% due to rounding.



Percentages may not equal 100% due to rounding.

Chart 8 & 9

Legend			
			Data in Thousands of \$
Cur Year	Budget	Actual	

City of Covington

Quarterly Performance Report - Street Operations

as of 6/30/2018

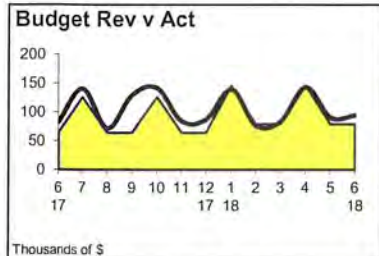


Chart 1

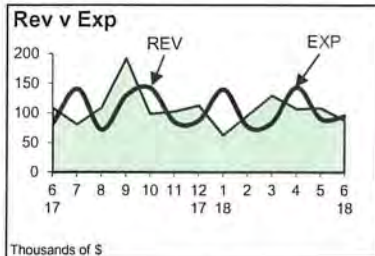


Chart 2

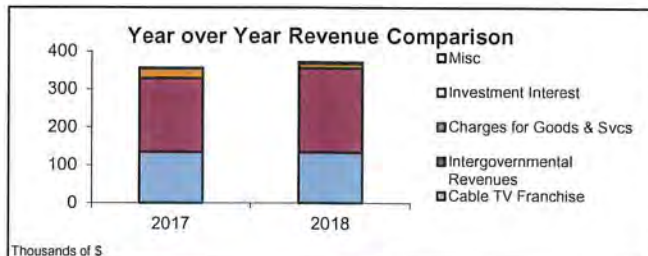


Chart 3

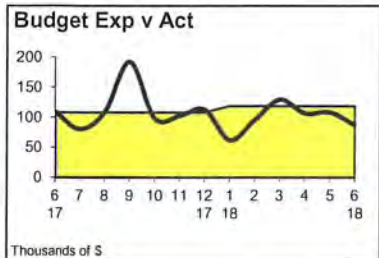


Chart 4

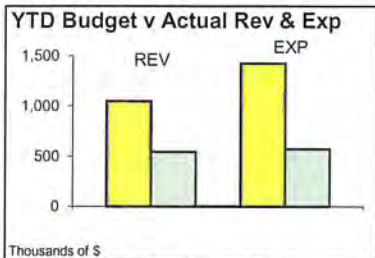


Chart 5

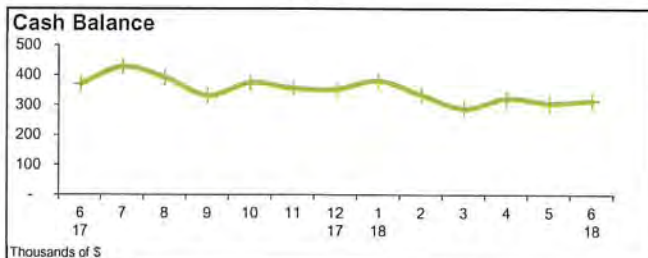


Chart 6

Rev & Exp - YTD	2018 Budget	2018 Actual	\$ Rem	% Coll/ Spent YTD	2017 Actual
Motor Vehicle License Fee	\$ 310.0	\$ 172.9	\$ 137.1	55.8%	\$ 157.9
Cable TV Franchise	268.0	133.2	134.8	49.7%	134.2
Intergovernmental Revenues	458.0	222.1	235.9	48.5%	195.2
Charges for Goods & Svcs	10.0	12.3	(2.3)	122.5%	25.3
Investment Interest	3.7	1.9	1.8	50.4%	1.9
Miscellaneous	-	2.3	(2.3)	0.0%	-
Total Operating Revenues	1,049.7	544.6	507.4	51.9%	514.5
Operating Transfer In	162.5	81.5	81.0	50.1%	38.5
Total Sources	\$ 1,212.2	\$ 626.1	\$ 586.1	51.7%	\$ 553.0
Salaries & Wages	\$ 405.8	\$ 186.9	\$ 218.9	46.1%	\$ 184.2
Benefits	166.1	87.4	78.7	52.6%	84.8
Supplies	64.3	16.6	47.7	25.8%	24.6
Charges for Services	600.3	244.7	355.6	40.8%	277.9
Intergovernmental	98.0	22.8	75.2	23.2%	21.1
Capital	90.0	14.4	75.6	16.0%	21.1
Total Operating Expenses	1,424.4	572.7	851.8	40.2%	613.7
Other Financing Uses	-	14.4	(14.4)	0.0%	3.4
Total Uses	\$ 1,424.4	\$ 587.1	\$ 837.3	41.2%	\$ 617.1

Chart 7

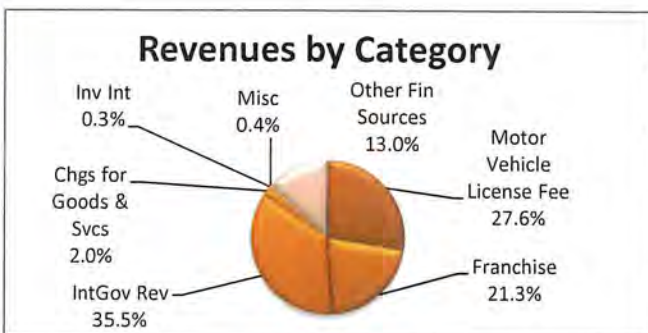
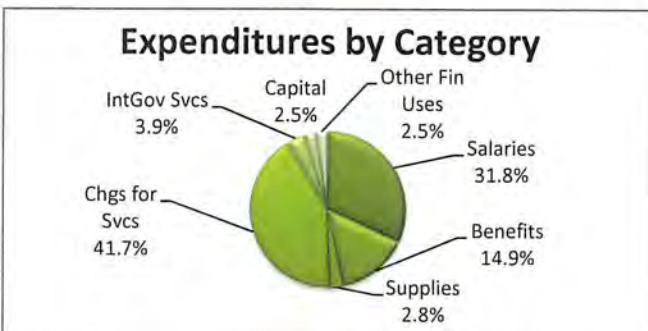


Chart 8 & 9



Percentages may not equal 100% due to rounding.

Legend			
	Cur Year		Budget
	Actual		Data in Thousands of \$

City of Covington

Quarterly Performance Report - Development Services

as of 6/30/2018

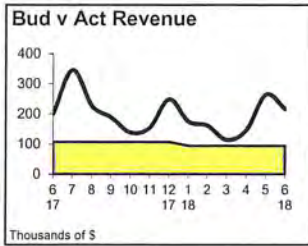


Chart 1

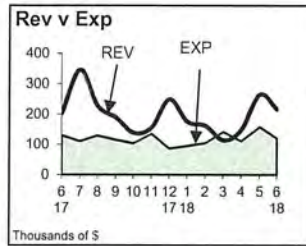


Chart 2

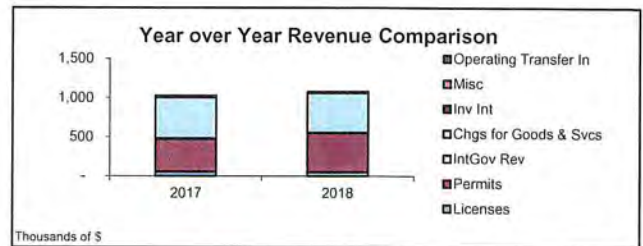


Chart 3

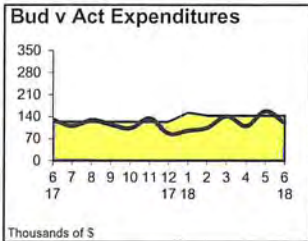


Chart 4

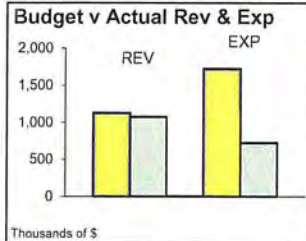


Chart 5

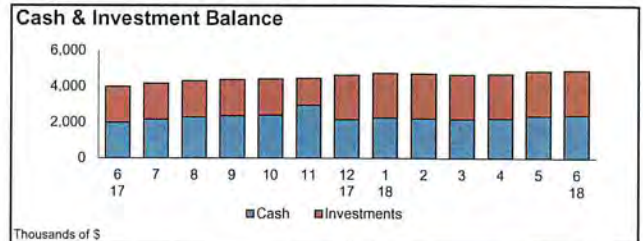


Chart 6

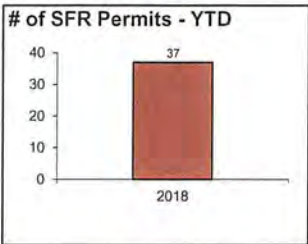


Chart 7



Chart 8



Chart 9



Rev & Exp - YTD	2018		\$ Rem	% Coll/ Spent YTD	2017 Actual
	Budget	Actual			
Licenses	\$ 95.6	\$ 53.1	\$ 42.5	55.6%	\$ 55.9
Permits	519.0	503.0	15.9	96.9%	423.0
Intergovernmental Svcs	-	0.3	(0.3)	0.0%	0.4
Charges for Services	495.9	504.4	(8.5)	101.7%	525.7
Interest Income	18.0	15.1	2.9	83.6%	20.7
Miscellaneous	-	(0.0)	0.0	0.0%	-
Total Operating Revenues	1,128.4	1,075.9	52.6	95.3%	1,025.8
Operating Transfer In	-	-	-	0.0%	-
Total Sources	\$ 1,128.4	\$ 1,075.9	\$ 52.6	95.3%	\$ 1,025.8
Salaries & Wages	\$ 726.7	\$ 322.5	\$ 404.2	44.4%	\$ 302.2
Benefits	224.1	115.9	108.3	51.7%	113.9
Supplies	11.1	7.9	3.3	70.6%	1.6
Charges for Services	659.1	244.3	414.8	37.1%	238.1
Intergovernmental	101.6	35.6	66.0	35.0%	31.5
Total Operating Expenses	1,722.7	726.2	996.5	42.2%	687.3
Other Financing Uses	-	-	-	0.0%	-
Total Uses	\$ 1,722.7	\$ 726.2	\$ 996.5	42.2%	\$ 687.3

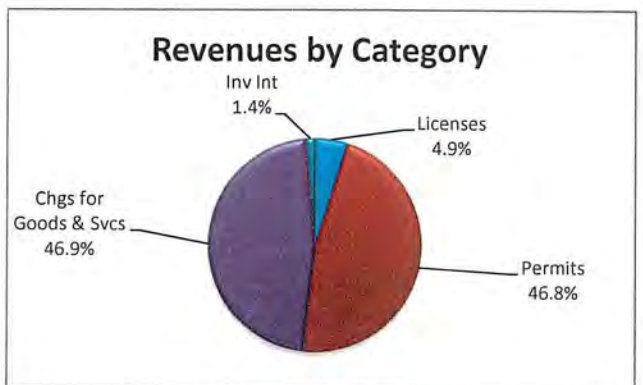
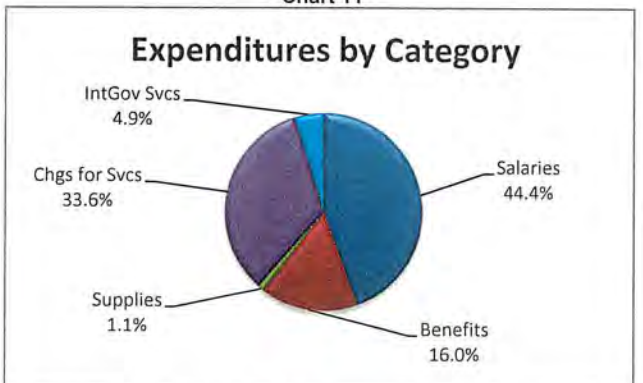


Chart 11



Percentages may not equal 100% due to rounding.

City of Covington

Quarterly Performance Report - SWM Operations

as of 6/30/2018

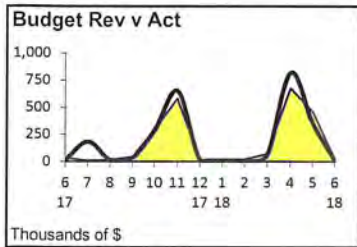


Chart 1

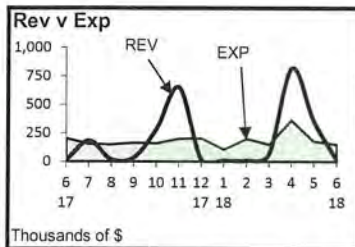


Chart 2

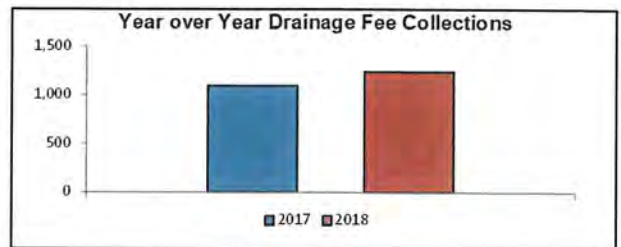


Chart 5

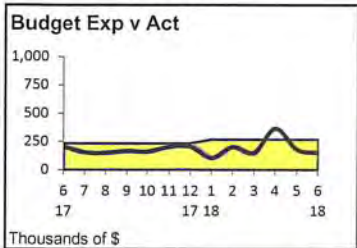


Chart 3

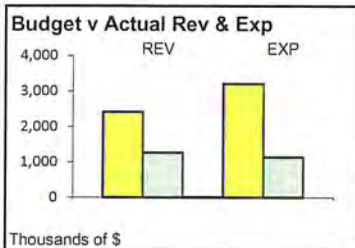


Chart 4



Chart 6

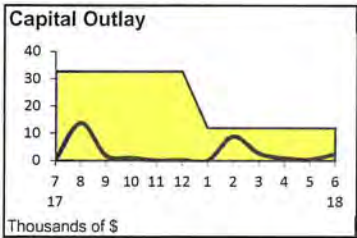


Chart 7

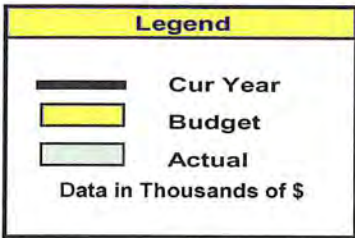
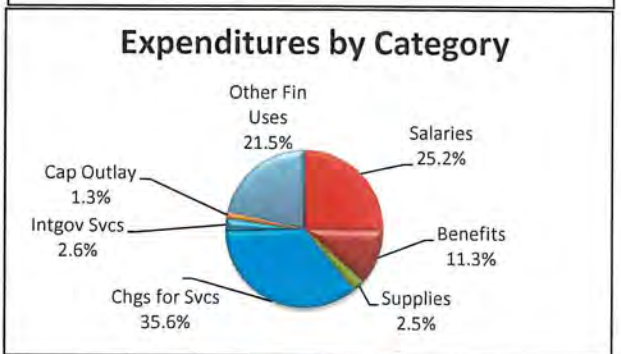
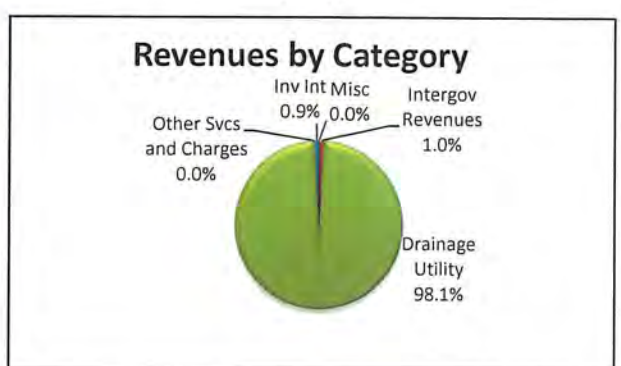


Chart 8

Rev & Exp - YTD	2018 Budget	2018 Actual	\$ Rem	% Coll/ Spent YTD	2017 Actual
Grants	\$ 120.0	\$ -	\$ 120.0	0.0%	-
Intergovernmental Revenues	54.0	12.6	41.4	23.3%	18.6
Drainage Utility	2,199.8	1,238.3	961.5	56.3%	1,094.2
Other Svcs and Charges	-	0.3	(0.3)	0.0%	-
Investment Interest	9.0	11.0	(2.0)	122.1%	4.8
Misc	-	0.5	(0.5)	0.0%	-
King County Flood Control	26.8	-	26.8	0.0%	-
Total Operating Revenues	2,409.6	1,262.6	1,146.9	52.4%	1,117.5
Transfers In	-	-	-	0.0%	-
Other Financing Sources	-	-	-	0.0%	1.7
Total Sources	\$ 2,409.6	\$ 1,262.6	\$ 1,146.9	52.4%	\$ 1,119.2
Salaries	\$ 638.1	\$ 287.7	\$ 350.4	45.1%	\$ 283.8
Benefits	245.6	129.4	116.2	52.7%	123.8
Supplies	47.5	28.5	19.0	59.9%	22.5
Charges for Services	1,336.9	406.6	930.3	30.4%	530.1
Intergovernmental	68.9	29.4	39.5	42.7%	4.6
Capital Outlay	143.4	15.2	128.2	10.6%	237.1
Total Operating Expenditures	2,480.3	896.7	1,583.6	36.2%	1,201.9
Other Financing Uses	725.0	246.2	478.8	34.0%	-
SWM Debt Service P & I	2.0	-	2.0	0.0%	-
Total Uses	\$ 3,207.3	\$ 1,142.9	\$ 2,064.4	35.6%	\$ 1,201.9

Chart 9



Percentages may not equal 100% due to rounding.

Charts 10 & 11

CITY OF COVINGTON
MAJOR REVENUE REVIEW
2015 - Current

ATTACHMENT 3

	Source/Data	Budget vs Actual	Revenue by Month (shown on a cash basis)	High/Low																				
GENERAL FUND	Sales Tax	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>2Q-17 2,294,701</td> <td>2Q-18 2,505,510</td> <td>% Diff 9.2%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 4,200,000</td> <td>\$ 2,505,510</td> <td>59.7%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 3,900,000</td> <td>\$ 4,750,790</td> <td>121.8%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 3,650,000</td> <td>\$ 4,448,844</td> <td>121.9%</td> </tr> </table>	Qtr - Qtr Revenues	2Q-17 2,294,701	2Q-18 2,505,510	% Diff 9.2%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 4,200,000	\$ 2,505,510	59.7%	2017 Annual Revenues	\$ 3,900,000	\$ 4,750,790	121.8%	2016 Annual Revenues	\$ 3,650,000	\$ 4,448,844	121.9%			
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GENERAL FUND	Property Tax	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 1,363,358</td> <td>\$ 1,433,433</td> <td>% Diff 5.1%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 2,743,000</td> <td>\$ 1,433,433</td> <td>52.3%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 2,620,000</td> <td>\$ 2,604,881</td> <td>99.4%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 2,523,760</td> <td>\$ 2,514,484</td> <td>99.6%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 1,363,358	\$ 1,433,433	% Diff 5.1%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 2,743,000	\$ 1,433,433	52.3%	2017 Annual Revenues	\$ 2,620,000	\$ 2,604,881	99.4%	2016 Annual Revenues	\$ 2,523,760	\$ 2,514,484	99.6%			
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GENERAL FUND	Utility Tax	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 1,267,363</td> <td>\$ 848,997</td> <td>% Diff -33.0%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 2,298,980</td> <td>\$ 848,997</td> <td>36.9%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 2,171,000</td> <td>\$ 2,309,914</td> <td>106.4%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 2,271,940</td> <td>\$ 2,146,722</td> <td>94.5%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 1,267,363	\$ 848,997	% Diff -33.0%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 2,298,980	\$ 848,997	36.9%	2017 Annual Revenues	\$ 2,171,000	\$ 2,309,914	106.4%	2016 Annual Revenues	\$ 2,271,940	\$ 2,146,722	94.5%			
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GENERAL FUND	Aquatics Revenue/Attendance	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 413,385</td> <td>\$ 356,136</td> <td>% Diff -13.8%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 739,300</td> <td>\$ 356,136</td> <td>48.2%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 695,530</td> <td>\$ 831,833</td> <td>119.6%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 657,740</td> <td>\$ 757,008</td> <td>115.1%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 413,385	\$ 356,136	% Diff -13.8%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 739,300	\$ 356,136	48.2%	2017 Annual Revenues	\$ 695,530	\$ 831,833	119.6%	2016 Annual Revenues	\$ 657,740	\$ 757,008	115.1%			
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STREET FUND	Vehicle License Fees	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 157,905</td> <td>\$ 172,894</td> <td>% Diff 9.5%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 310,000</td> <td>\$ 172,894</td> <td>55.8%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 250,000</td> <td>\$ 321,103</td> <td>128.4%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 175,125</td> <td>\$ 142,343</td> <td>81.3%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 157,905	\$ 172,894	% Diff 9.5%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 310,000	\$ 172,894	55.8%	2017 Annual Revenues	\$ 250,000	\$ 321,103	128.4%	2016 Annual Revenues	\$ 175,125	\$ 142,343	81.3%			
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2016 Annual Revenues	\$ 175,125	\$ 142,343	81.3%																					
STREET FUND	Fuel Tax	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 189,907</td> <td>\$ 208,165</td> <td>% Diff 10.2%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 430,000</td> <td>\$ 208,165</td> <td>48.4%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 408,000</td> <td>\$ 406,071</td> <td>99.5%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 375,770</td> <td>\$ 399,778</td> <td>106.4%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 189,907	\$ 208,165	% Diff 10.2%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 430,000	\$ 208,165	48.4%	2017 Annual Revenues	\$ 408,000	\$ 406,071	99.5%	2016 Annual Revenues	\$ 375,770	\$ 399,778	106.4%			
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STREET FUND	Comcast Franchise Fees	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 134,175</td> <td>\$ 133,175</td> <td>% Diff -0.7%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 268,000</td> <td>\$ 133,175</td> <td>49.7%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 248,000</td> <td>\$ 271,340</td> <td>109.4%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 242,000</td> <td>\$ 257,174</td> <td>106.3%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 134,175	\$ 133,175	% Diff -0.7%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 268,000	\$ 133,175	49.7%	2017 Annual Revenues	\$ 248,000	\$ 271,340	109.4%	2016 Annual Revenues	\$ 242,000	\$ 257,174	106.3%			
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2016 Annual Revenues	\$ 242,000	\$ 257,174	106.3%																					
DEV SVCS FUND	Development Services Permitting Revenue/Activity	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 423,032</td> <td>\$ 503,046</td> <td>% Diff 18.9%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 518,970</td> <td>\$ 503,046</td> <td>96.9%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 609,575</td> <td>\$ 1,038,174</td> <td>170.3%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 604,255</td> <td>\$ 887,365</td> <td>146.9%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 423,032	\$ 503,046	% Diff 18.9%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 518,970	\$ 503,046	96.9%	2017 Annual Revenues	\$ 609,575	\$ 1,038,174	170.3%	2016 Annual Revenues	\$ 604,255	\$ 887,365	146.9%			
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2017 Annual Revenues	\$ 609,575	\$ 1,038,174	170.3%																					
2016 Annual Revenues	\$ 604,255	\$ 887,365	146.9%																					
SWM FUND	SWM Fees	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 1,094,192</td> <td>\$ 1,238,282</td> <td>% Diff 13.2%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 2,199,750</td> <td>\$ 1,238,282</td> <td>56.3%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 2,050,000</td> <td>\$ 2,080,469</td> <td>101.5%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 1,977,050</td> <td>\$ 2,032,416</td> <td>102.8%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 1,094,192	\$ 1,238,282	% Diff 13.2%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 2,199,750	\$ 1,238,282	56.3%	2017 Annual Revenues	\$ 2,050,000	\$ 2,080,469	101.5%	2016 Annual Revenues	\$ 1,977,050	\$ 2,032,416	102.8%			
	Qtr - Qtr Revenues	\$ 1,094,192	\$ 1,238,282	% Diff 13.2%																				
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REET FUND	Real Estate Excise Tax (REET)/Avg Sales Price/Unit	<table border="1"> <tr> <td>Qtr - Qtr Revenues</td> <td>\$ 431,935</td> <td>\$ 698,694</td> <td>% Diff 61.8%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2018 Annual Revenues</td> <td>\$ 700,500</td> <td>\$ 698,694</td> <td>99.7%</td> </tr> <tr> <td>2017 Annual Revenues</td> <td>\$ 500,000</td> <td>\$ 1,077,817</td> <td>215.6%</td> </tr> <tr> <td>2016 Annual Revenues</td> <td>\$ 400,000</td> <td>\$ 413,638</td> <td>103.4%</td> </tr> </table>	Qtr - Qtr Revenues	\$ 431,935	\$ 698,694	% Diff 61.8%	Budget	Actual	% Collected	2018 Annual Revenues	\$ 700,500	\$ 698,694	99.7%	2017 Annual Revenues	\$ 500,000	\$ 1,077,817	215.6%	2016 Annual Revenues	\$ 400,000	\$ 413,638	103.4%			
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City of Covington
Investment Listing
for the period ending June 30, 2018

ATTACHMENT 4

Institution	Par/Shares	Maturity Date	Current Date	DTM	YTM	Current Principal Balance	Current Market Value
US Bank - Cash Forfeiture Account	\$ 749,548.51 46,718.86	overnight overnight					\$ 749,548.51 46,718.86
Local Government Investment Pool	17,678,661.94	overnight			0.00		17,678,661.94
US Government Agencies							
<i>FICO Strips</i>	1,049,000.00	7/15/20	6/30/2018	747	1.62	999,031.93	994,909.36
<i>RFCSP Strip Principal</i>	1,058,000.00	10/15/20	6/30/2018	839	2.00	999,575.12	995,015.14
<i>FICO Strip PRN13</i>	1,020,000.00	12/27/18	6/30/2018	181	0.90	1,000,121.22	1,008,076.20
<i>FNMA</i>	1,000,000.00	8/28/19	6/30/2018	425	0.92	1,002,357.00	983,789.00
<i>FNMA</i>	1,000,000.00	11/27/19	6/30/2018	516	1.50	997,301.00	985,222.00
<i>FHMLC</i>	500,000.00	12/30/19	6/30/2018	549	1.50	500,000.00	490,887.50
<i>FHLB</i>	1,000,000.00	3/20/20	6/30/2018	630	2.40	1,000,000.00	996,648.00
<i>subtotal</i>	<u>6,627,000.00</u>					<u>6,498,386.27</u>	<u>6,454,547.20</u>
	<u>\$ 25,101,929.31</u>					<u>\$ 6,498,386.27</u>	<u>\$ 24,929,476.51</u>

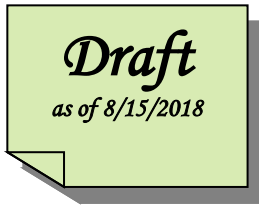
Covington City Council Meeting
Date: August 28, 2018

DISCUSSION OF FUTURE AGENDA TOPICS:

**6:40 p.m., Tuesday, September 11, 2018 Special Meeting
CEDC Interview**

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

(Draft Agenda Attached)



CITY COUNCIL SPECIAL MEETING AGENDA – 6:40 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.
www.covingtonwa.gov

Tuesday, September 11, 2018
7:00 p.m.

City Council Chambers
16720 SE 271st Street, Suite 100, Covington

Council will interview an Economic Development Council applicant beginning at 6:40 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Mayor’s Day of Concern for the Hungry Proclamation – Saturday, September 22, 2018 (Johnston)
- Domestic Violence Awareness Month Proclamation – October 2018
- Recognition of 47th District Legislators

RECEPTION RECOGNIZING 47TH DISTRICT LEGISLATORS

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: August 28, 2018 Special & Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)

NEW BUSINESS

- 1. Consider Appointments to the Covington Economic Development Council (Council)
- 2. Discuss Regional Involvement (Summit Summary Page 7)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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