

02/12/99  
Mot2cov

Introduced By: KENT PULLEN

Clerk 02/24/99

Proposed No.: 1999-0107

MOTION NO. **10652**

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A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Covington for the county to transfer to the city the mitigation fee principal and interest now under the control of the county applicable to road or traffic improvements, or both, within the boundaries of the city.

WHEREAS, the city of Covington incorporated and commenced operation on August 31, 1997, and

WHEREAS, before the incorporation of the city of Covington, the county had jurisdiction over land use and transportation facilities in the area now incorporated as Covington, and

WHEREAS, while under its jurisdiction, the county collected road improvement mitigation fees from applicants for approved land use permits conditioned upon collection of road improvement mitigation fees from the developers in accordance with plans, policies and procedures approved by the county, and

WHEREAS, upon incorporation, the city assumed jurisdiction for road and traffic improvements within its boundaries, including those to which the mitigation fee agreements apply, and

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WHEREAS, the city and county desire an orderly transfer of mitigation fees from the county to the city, and

WHEREAS, by entering into this agreement, the county acknowledges that the city relies upon agreements entered into between the county and various developers, and that the city is responsible only for expenditure of funds pursuant to those agreements.

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interlocal agreement, substantially in the form of the attached, with the city of Covington for the county to transfer to the city the mitigation fee principal and interest now under the control of the county applicable to road or traffic improvements, or both, within the boundaries of the city.

PASSED by a vote of 13 to 0 this 29<sup>th</sup> day of March,  
1999.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Louise Miller  
Chair

ATTEST:

Cummins  
Clerk of the Council

Attachments: Agreement Between City of Covington and King County Relating to Road Improvement Mitigation Fees

AGREEMENT BETWEEN CITY OF COVINGTON AND KING COUNTY  
RELATING TO ROAD IMPROVEMENT MITIGATION FEES

This Agreement is entered into between the City of Covington, a municipal corporation of the State of Washington (hereinafter referred to as "City"), and King County, a home rule charter county, a political subdivision of the State of Washington (hereinafter referred to as "County").

WHEREAS, prior to the incorporation of the City of Covington, the County had jurisdiction over land use and transportation facilities in the area now incorporated as Covington; and

WHEREAS, while under its jurisdiction, the County collected road improvement mitigation fees from applicants for approved land use permits conditioned upon collection of road improvement mitigation fees from the developers in accordance with plans, policies, and procedures approved by the County; and

WHEREAS, upon incorporation, the City assumed jurisdiction for road and traffic improvements within its boundaries, including those to which the mitigation fee agreements referenced above apply; and

WHEREAS, the City and County desire an orderly transfer of mitigation fees from the County to the City; and

WHEREAS, by entering into this Agreement, the County acknowledges that the City relies upon agreements entered into between the County and various developers, and that the City is responsible only for expenditure of funds pursuant to those agreements; NOW, THEREFORE,

IN CONSIDERATION OF MUTUAL COVENANTS SET FORTH HEREIN,  
THE CITY AND COUNTY AGREE AS FOLLOWS:

1. Disposition of Funds on Deposit. The County shall transfer to the City the mitigation fee principal and interest now under the control of the County applicable to road and/or traffic improvements within the boundaries of the City.

Current deposits for eligible road projects total One Thousand Eight Hundred and Fifty One Dollars (\$1,851.00). The City shall apply all fees and interest received to the project as defined in the applicable mitigation agreement supplied to the City by the County and shall spend such fees and interest prior to the 5-year expiration date or refund the fee plus interest to the property owner of record in accordance with RCW 82.02.020.

The County shall provide to the City, in accordance with Exhibit A, a copy of the conditions for which the fees have been collected and receipt of payment, which are attached hereto and incorporated herein as Exhibits A and B. King County warrants that the conditions provided to the City accurately reflect the conditions of the Original Mitigation Agreement upon which the fees are collected. The collection and application of these fees to the road project shall be considered to be an administrative act by the City.

2. Duration. This Agreement shall be effective upon execution by both Parties and shall continue in force until the funds to be transferred have been expended in accordance with the terms of this Agreement, or until this Agreement is terminated in writing by mutual consent of both Parties.

3. Administration. This Agreement shall be administered by the City's Director of Planning and Community Development, or his or her designee, and the Road Services Division Manager, or his or her designee. All notices given under this Agreement shall be made to those individuals.

4. Indemnification. In executing this Agreement, the City does not assume liability or responsibility for, or in any way release the County from any liability or responsibility, which arises in whole or in part from the existence, validity, or effect of County ordinances, rules, regulations, or procedures. If any such cause, claim, suit, action, or administrative proceeding is commenced, the County shall defend the same at its sole expense and, if judgment is entered or damage awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility, which arises in whole or in part from the existence, validity, or effect of City ordinances, rules, regulations, or procedures. If any such cause, claim, suit, action, or administrative proceeding is commenced, the City shall defend the same at its sole expense and, if judgment is entered or damage awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

The County shall indemnify and hold harmless the City, its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from the negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, or the City and the County, the County shall defend the same at its sole cost and expense, and if final judgment be rendered against the City and its officers,

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agents, and employees, or jointly against the City and the County and their respective officers, agents, and employees, the County shall satisfy the same.

The City shall indemnify and hold harmless the County, its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from the negligent act or omission of the City, its officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, or the County and the City, the City shall defend the same at its sole cost and expense, and if final judgment be rendered against the County and its officers, agents, and employees, or jointly against the County and City and their respective officers, agents, and employees, the City shall satisfy the same.

The provisions of this paragraph shall survive the expiration or termination of this contract with respect to any event occurring prior to the expiration or termination.

5. Inspections. Any records related to matters covered by this Agreement are subject to inspection or review by the County or the City at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

6. Cooperation. The Parties agree to cooperate to the fullest extent possible in any matters relating to the implementation of this Agreement.

7. Amendments. No provision of this Agreement may be amended or added to except by agreement in writing signed by the Parties hereto or their respective successors in interest.

8. Severability. Any provision of this agreement which is declared invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

9. Venue. Venue of any dispute related to this Agreement shall be King County, Washington, and governed by the laws of the State of Washington.

10. Remedy. Failure of the City or the County to declare any breach or default immediately upon occurrence thereof, unless there is a time line specifically set out, or delaying taking any action in connection with, shall not waive such breach or default, but the City or the County shall have the right to declare any such breach or default at any time and take such actions that might be lawful or authorized hereunder either at law or in equity.

11. Entire Agreement. This is the entire Agreement between the Parties. There has been no oral promise or representation made that in any way alters or affects this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

KING COUNTY

CITY OF COVINGTON

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
County Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

EXHIBIT B

10652

DATE: 12/03/97  
PAGE: 1

DEVELOPER	NAME OF DEVELOPMENT	PROJECT NUMBER - LOCATION	AMOUNT FEE PAID	PAYMENT RECEIVED	EXPENDITURE DEADLINE
WILLIAM E RUTH INVESTMENT	FOXWOOD	8182. - SE 262 Place @ 180 Ave SE	\$1,851.00	08/15/96	08/14/01
		SUBTOTAL BY DEVELOPER . . . . .	\$1,851.00		
		8182. - SE 262 Place @ 180 Ave SE			12/30/95
		SUBTOTAL BY DEVELOPER . . . . .	\$0.00		
		TOTAL MITIGATION . . . . .	\$1,851.00		

REPORT NAME: BYDEV



Threshold Determination: Notice of DS Withdrawal and Mitigated Determination of Non-Significance  
 Date of Issuance: September 28, 1993  
 File Number: S89P0071  
 File Name: Foxwood Subdivision  
 Proposal Contact: Jeff Potter Phone: 251-6222  
 Address: Barghauser Consulting Engineers  
 18215 - 72nd Avenue South  
 Kent, WA 98032

Proposal Description: 130 lots on 39.36 acres in the SR9600 (Suburban Residential) zone.

Location: Between SE 256th Street and SE 260th Street and between 173rd South and 177th Place South, if all were extended--approximately 125 ft. east of Little Soos Creek at its closest approach.

Community Plan: Soos Creek  
 Drainage Subbasin: Soos Creek  
 STR: NW/NE 25-22-05  
 Environmental Planner: Luanne Coachman

SEPA Mitigations required, consistent with KCC 20.44.080, are:

1. Noise barrier along SE 256th.
2. Limitations on lot clearing.
3. Dry season construction.
4. & 5. SWM manual standards for drainage modified to include elements of SWM approved site specific drainage plan.
6. Street trees.
7. Option of pro-rata share on improvements at SE 262nd Place and 180th Ave SE or hold final approval until improvement contract is awarded.
8. - 13. 40% slope area in Sensitive Area Tract with buffers and setbacks. Also notice requirements affecting title and including on-site marking and signage.

NOTES:

- A. This determination does not constitute approval of the permit.
- B. Consistent with Covington Master Drainage Plan; Little Soos Creek floodplain not slated for development.
- C. Power transmission lines and easement on-site, but not slated for development under current proposal.
- D. Resolution of issues from the February 19, 1991, and the July 14, 1992, previous Determinations of Significance, which are now withdrawn.
- E. Amended checklist available with thorough impact and issue analysis.
- F. THIS IS A CONDENSED VERSION OF SEPA MITIGATIONS AND NOTES. FOR A COMPLETE COPY, CONTACT THE KING COUNTY SEPA SECTION AT 296-6662.

Any interested person may submit written comments or may appeal the above determinations. Written comments or appeals must be received in the King County Environmental Division office before 4:30 PM., October 13, 1993. Appeal arguments must be specific and must set forth the reasons why the particular environmental determination should be reversed. Appeals arguments must be filed with the Division, at the address below, within the fifteen (15) day comment/appeal period. ALL APPEALS MUST BE ACCOMPANIED BY A NON-REFUNDABLE \$125.00 FILING FEE. Comments on the scope of any required Environmental Impact Statement will be accepted (in writing only) for 21 days following the determination issuance date.

Any person interested in receiving further information related to these environmental reviews of development proposals, such as notice information of SEPA appeals, should contact the Section and ask to be made a Party-of-Record. All requests need to include the file name and file number of the proposal, along with the name and complete mailing address of the requestor.