



CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, June 14, 2016
7:00 p.m.

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

Note: A Study Session is scheduled from 6:00 to 7:00 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Proclamation in Support of the United States Army and Our Veterans (Sgt. 1st Class Garlick)

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.*

APPROVE CONSENT AGENDA

- C-1. Minutes: April 26, 2016 Regular Meeting; May 10, 2016 Special Meeting – Joint Study Session; May 10, 2016 Regular Meeting; and May 16, 2016 Special Meeting - Listening Session (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Resolution to Adopt Revised Council Policies and Procedures (Springer)
- C-4. Approve Covington Community Park Phase 2 Design and Construction Grant Funding Project Agreement (Newton)
- C-5. Final Acceptance of Citywide Intersection Safety Improvements Project (CIP 1029) (Vondran)
- C-6. Adopt Resolution Updating Real Property Acquisition and Relocation Policy, Procedures and Guidelines (Vondran)

CONTINUED BUSINESS

- 1. Continue Discussion of Proposed New City Official's Code of Ethics (Springer)

NEW BUSINESS

- 2. Consider Passing Ordinance Establishing Permanent Land Use Regulations for Marijuana Businesses (Hart)
- 3. Discuss and Approve Citizen Survey Questions (Slate)
- 4. Consider Appointment to Open City Council Position (Council)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

- To Consider Real Estate Acquisition Pursuant to RCW 42.30.110(1) (b)

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: June 14, 2016

SUBJECT: APPROVAL OF MINUTES: APRIL 26, 2016 CITY COUNCIL REGULAR MEETING MINUTES; MAY 10, 2016 CITY COUNCIL SPECIAL MEETING – JOINT STUDY SESSION MINUTES; MAY 10, 2016 CITY COUNCIL REGULAR MEETING MINUTES; AND MAY 16, 2016 SPECIAL MEETING – LISTENING SESSION 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 April 26, 2016 City Council Regular Meeting Minutes; May 10, 2016 City Council Special Meeting – Joint Study Session Minutes; May 10, 2016 City Council Regular Meeting Minutes; and May 16, 2016 Special Meeting – Listening Session Minutes.

**City of Covington
Regular City Council Meeting Minutes
Tuesday, April 26, 2016**

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, April 26, 2016, at 7:03 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Marlla Mhoon, Jim Scott, and Sean Smith.

COUNCILMEMBERS ABSENT:

Mark Lanza.

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufrere, Personnel Manager; Rob Hendrickson, Finance Director; Andrew McCurdy, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Ethan Newton, Parks & Recreation Director; Sara Springer, City Attorney; Bob Lindskov, City Engineer; Shellie Bates, Programs Supervisor; and Sharon Scott, City Clerk/Executive Assistant.

Council Action: Councilmember Scott moved and Mayor Pro Tem Smith seconded to excuse Councilmember Lanza. Vote: 6-0. Motion carried.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Harto moved and Councilmember Mhoon seconded to approve the Agenda. Vote: 6-0. Motion carried.

PUBLIC COMMUNICATION:

- Parks & Recreation Chair Laura Morrissey and Aquatics Supervisor Rachel Bahl accepted the May 2016 National Aquatics Month Proclamation.
- Parks & Recreation Chair Laura Morrissey accepted the April 29, 2016 Arbor Day Proclamation.
- King County Councilmember Reagan Dunn provided his annual update to the Council.
- Greg Wingard, Green River Coalition, provided an overview of the Covington Community Park Wetland Mitigation Project and the Covington Community Park Trails Section Restoration Site. Mr. Wingard then introduced interns Shayna Brown and Dylan Rodvik who provided a presentation on their work at the park.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Zbigniew Tomalik, Covington resident, asked Council to consider expanding the exemption to mandatory garbage for business owners in Covington to neighboring cities such as Kent.

George Pearson, Covington resident, asked Council to consider banning fireworks.

Greg Wingard, Green River Coalition, responding to a councilmember presentation question regarding watering, advised Council that the Green River Coalition was prepared to provide water support to the new plants during the dry season.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: March 22, 2016 City Council Regular Special Meeting – Study Session Minutes.

C-2. Vouchers: Vouchers #33942-33997, including ACH payments and electronic fund transfers in the amount of \$98,892.05, dated April 15, 2016; Vouchers #33998-34043, including ACH payments and electronic fund transfers in the amount of \$1,088.50, dated April 19, 2016; Paylocity Payroll Checks #1005097201-1005097217 inclusive, plus employee direct deposits in the amount of \$173,620.24, dated April 8, 2016; and Paylocity Payroll Checks #1005154549-1005154568 inclusive, plus employee direct deposits in the amount of \$184,046.15, dated April 22, 2016.

C-3. Adopt Resolution Approving Maple Hills Phase II Final Plat.

RESOLUTION NO. 2016-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE FINAL PLAT OF MAPLE HILLS, PHASE II, PP99-004/1025 FOR RECORDING.

C-4. Adopt Resolution Declaring One Mower as Surplus Property and Authorize Purchase of a Replacement Mower.

RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DECLARING ONE MOWER AS SURPLUS PROPERTY AND AUTHORIZE PURCHASE OF A REPLACEMENT MOWER.

C-5. Authorize the City Manager to Execute Annual Agreement with James. G. Murphy Co. to Surplus Used Vehicles and Equipment through a Public Auction.

Council Action: Councilmember Scott moved and Councilmember Mhoon seconded to approve the Consent Agenda. Vote: 6-0. Motion carried.

REPORTS OF COMMISSIONS:

Human Services Commission – Chair Fran McGregor reported on the April 14 meeting.

Parks & Recreation Commission – Chair Laura Morrissey reported on the April 20 meeting.

Arts Commission – Member Jennifer Harjehausen reported on the April 14 special meeting.

Parks & Recreation Priorities Advisory Committee – Chair Jennifer Harjehausen reported on the March 23 meeting.

Planning Commission – Vice Chair Paul Max reported on the April 7 and April 21 meetings.

Economic Development Council – Co-Chair Jeff Wagner reported on the March 24 meeting.

NEW BUSINESS:

1. Discuss First Draft of Council Code of Ethics and Revisions to Rules of Procedure.

City Attorney Sara Springer gave the staff report on this item. Ms. Springer advised council that the next steps would be for Council to review the new Code of Ethics provided as a handout at the meeting and revisions to the Rules of Procedure which would be sent to Council the next day via email.

Council concurred to bring this item back to a future meeting agenda.

2. Discuss Low Income and Disabled Discounts in the Mandatory Solid Waste Collection Services.

Mayor Wagner recused himself from this discussion. Mayor Wagner turned the meeting over to Mayor Pro Tem Smith and left the Council Chambers.

Councilmember Scott requested to have all three names listed on the agenda bill of councilmembers who agreed to place an item on the meeting agenda.

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

Councilmembers provided comments and discussed. Councilmembers asked questions and staff provided responses.

Council concurred not to pursue this item any further at this time.

Mayor Wagner returned to the Council Chambers.

3. Ratings Presentation for Standard & Poor's.

Finance Director Rob Hendrickson and City Manager Regan Bolli gave the staff report on this item.

Councilmembers asked questions and Mr. Hendrickson provided responses.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Council concurred to add the Code of Ethics and Rules of Procedure discussion to the May 10 meeting agenda.

Councilmember Scott announced his resignation from the Council due to moving his residence outside of Covington city limits. Mr. Scott’s last meeting will be Tuesday, May 24, 2016.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Leroy Stevenson, Covington resident, requested Council to revisit the topic of mandatory garbage services as he did not believe a garbage problem existed prior to the ordinance passage.

Zbigniew Tomalik, Covington resident, spoke to his agreement with Mr. Stevenson’s comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:00 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
City Council Special Meeting
Joint Study Session with Covington Economic Development Council and
Covington Chamber of Commerce Board of Directors Minutes
Tuesday, May 10, 2016**

The Special Meeting - Joint Study Session with the Covington Economic Development Council and Covington Chamber of Commerce Board of Directors was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, May 10, 2016, at 6:02 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Mark Lanza (arrived @ 6:05 p.m.), Marlla Mhoon, Jim Scott, and Sean Smith (arrived @ 6:15 p.m.).

CHAMBER OF COMMERCE BOARD OF DIRECTORS PRESENT:

Zach Steele, Scott Beusch, Lisa Agron, Jeff Wagner, and Regan Bolli.

CHAMBER OF COMMERCE BOARD OF DIRECTORS ABSENT:

Brian Hanis, Josh Lyons, Tina Armstrong, Leah Clemens, and Kathryn Groves.

ECONOMIC DEVELOPMENT COUNCILMEMBERS PRESENT:

Zach Steele, Jeff Wagner, Lisa Agron, Ed Cook, Krista Bates, Kevin Holland, Steven Pand, and Laura Roth.

ECONOMIC DEVELOPMENT COUNCILMEMBERS ABSENT:

Kathy Fosjord and Josh Lyons.

CITY STAFF PRESENT:

Regan Bolli, City Manager; Richard Hart, Community Development Director; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner called the joint study session to order.

APPROVAL OF AGENDA:

Council Action: There was Council consensus to approve the agenda.

ITEMS FOR DISCUSSION:

1. Play Unplugged Program.

CEDC Co-Chair Jeff Wagner introduced this item. CEDC Co-Chairs Zach Steele and Jeff Wagner then gave the presentation.

2. Business Breakfast Report and Future Breakfast Meetings. CEDC Member Krista Bates gave the report on this item.

3. Community Outreach Report (Open Houses)
- a) 2016 Open House
 - b) Outreach Focused on Small Business.

CEDC Member Steve Pand gave the report on this item.

4. Future Projects and Programs.

There was discussion on this item with no action taken.

Councilmembers, Economic Development Councilmembers, and Chamber Boardmembers discussed this item.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:55 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, May 10, 2016**

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, May 10, 2016, at 7:08 p.m., with Mayor Jeff Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Mark Lanza, Marlla Mhoon, Jim Scott, and Sean Smith.

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufrere, Personnel Manager; Rob Hendrickson, Finance Director; Andrew McCurdy, Covington Police Chief; Richard Hart, Community Development Director; Ethan Newton, Parks & Recreation Director; Sara Springer, 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 Cimaomo moved and Councilmember Mhoon seconded to approve the Agenda. Vote: 7-0. Motion carried.

PUBLIC COMMUNICATION:

- City Engineer Bob Lindskov accepted the National Public Works Week Proclamation.
- Joy Scott, Housing Consortium, accepted the Affordable Housing Week Proclamation.
- Graydon Newman, King County Transportation Planner, gave a presentation on King County Metro Transit's Long-Range Vision and Plan.

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: March 22, 2016 City Council Regular Meeting Minutes; April 12, 2016 City Council Special Meeting – Study Session Minutes; and April 12, 2016 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #34044-34098, including ACH payments and electronic fund transfers in the amount of \$294,927.70, dated April 29, 2016 and; Paylocity Payroll Checks #1005212795-1005212809 inclusive, plus employee direct deposits in the amount of \$176,976.76, dated May 6, 2016.

C-3. Consider Ordinance Adopting Revised Building and Fire Codes.

ORDINANCE NO. 11-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING CHAPTERS 15.05 AND 15.20 OF THE COVINGTON MUNICIPAL CODE TO CONFORM WITH UPDATES TO RCW 19.27, THE REVISED WASHINGTON STATE BUILDING CODE ACT, ADOPTING THE 2015 INTERNATIONAL CODES EFFECTIVE JULY 1, 2016; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

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

NEW BUSINESS:

1. Discuss Code of Ethics and Rules of Procedure.

City Manager Regan Bolli directed the Council's attention to the handout provided regarding the results of the Commissioner Survey on Monthly Reports to Council which provided information that commissioners were generally in favor of the current procedures. Therefore, no changes to this policy were recommended at this time.

City Attorney Sara Springer then gave the staff report on this item, providing an overview of the most recent updates, noting in particular that Sections 2.0 and 9.0 had the most significant changes from the previous draft.

Ms. Springer also provided additional comments and clarification for each section.

Council reviewed each section of the Draft Policies and Procedures v. 2 and provided comments and asked questions to which Ms. Springer provided responses and clarified as needed.

Ms. Springer provided further details on section 5.2.3 and offered options for Council to discuss.

City Manager Regan Bolli provided further comments.

All councilmembers provided comments and/or asked questions regarding Section 5.2.3.

Council Action: There was Council consensus to use the alternative language in green on the Draft Policies and Procedures v. 2, Section 5.2.3 to include changing the second paragraph to "...it shall require an affirmative vote of three council members present to add the item as a New Business item to a future regular council meeting agenda."

Council continued to review each section of the Draft Policies and Procedures v. 2 and provided comments and asked questions to which Ms. Springer provided responses and clarified as needed.

Councilmembers discussed adding requirements for new councilmember training.

Ms. Springer indicated she would work with City Clerk Sharon Scott to research what training materials are available and bring that information back to Council.

Council Action: There was Council consensus to direct staff to bring this item back to the May 24 Council meeting with the changes discussed at this meeting and schedule the Code of Ethics staff report for the June 14 meeting.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Council Action: There was Council consensus to cancel the August 23 meeting.

Council Action: There was Council consensus to appoint Councilmember Harto and Mayor Wagner as the voting delegates to the Association of Washington Cities annual meeting.

Council Action: There was Council consensus to direct staff to advertise for Councilmember Scott's open position, with applications due by Friday, June 14, and interviews to be held on Tuesday, June 14, at a City Council Study Session.

PUBLIC COMMENTS:

Mayor Wagner called for public comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:35 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
City Council Special Meeting Minutes
Wednesday, May 16, 2016**

The Special Meeting was called to order in the Performing Arts Center of Kentwood High School, 25800 164th Avenue SE, Covington, Washington, on Monday, May 16, 2016, at 8:10 a.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, and Jim Scott.

COUNCILMEMBERS ABSENT:

Mark Lanza, Marlla Mhoon, and Sean Smith.

STAFF PRESENT:

Regan Bolli, City Manager; Richard Hart, Community Development Director; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner greeted the students and called the special meeting to order with the Pledge of Allegiance.

Councilmembers and staff introduced themselves.

ITEMS FOR DISCUSSION:

1. Listening Session to Receive Student Comments on the Town Center Plan.

Community Development Director Richard Hart gave a presentation on the Council's vision for the Town Center.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Sixteen high school students provided comments to the Council regarding their views, ideas and suggestions for the new town center as to what activities, programs, and amenities they would like included in the project.

The following is a categorized list of their suggestions.

Restaurants:

- Chipotle or Mexican Grill
- 80's style throwback diner or restaurant
- Cafes
- Additional sit-down restaurants to go to after football games as current restaurants are full

Entertainment:

- Drive-in theater
- Choir; dance presentations from surrounding schools

Recreation:

- Basketball court in park
- Swimming pool (Kentwood Swim Team currently uses Kent Meridian pool)
- Go Karts
- More teenage dances
- Roller skating rink
- 3 on 3 basketball tournament
- Bowling alley (to include arcade and karaoke)
- Laser tag
- Trampoline Nation

Concerns/Questions:

- Why new elementary school? less expensive to relocate town center?
- What will become of city hall space?
- More job opportunities besides fast food and grocery
- Timeline for project?
- Promotion is important – use daily announcement; Snap Chat - Covington filter

Community

- Boys & Girls Club such as YMCA
- Holiday events and concerts
- Seahawk events: tailgate and mascots
- Events community could do together – Capture the Flag
- Parade
- Teen dances with student run music and student DJs, and food trucks

Retail

- Small businesses
- Pac Sun
- Zumiez
- Additional shopping

Other

- Find culture for Town Center. Find what is Covington's theme and incorporate that into Town Center.
- Better Christmas tree
- Better festival
- Winter festival like Snowflake lane

Education

- Green River College

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:00 a.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: June 14, 2016

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Void Voucher #34164-34164; Vouchers #34165-34212, including ACH payments and electronic fund transfers, in the amount of \$385,861.03, dated May 27, 2016; Vouchers #34213-34268, including ACH payments and electronic fund transfers, in the amount of \$1,723,254.75, dated June 10, 2016; and Paylocity Payroll Checks #1005330937-1005330945 inclusive, plus employee direct deposits, in the amount of \$180,036.08, dated June 3, 2016.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Void Voucher #34164-34164; Vouchers #34165-34212, including ACH payments and electronic fund transfers, in the amount of \$385,861.03, dated May 27, 2016; Vouchers #34213-34268, including ACH payments and electronic fund transfers, in the amount of \$1,723,254.75, dated June 10, 2016; and Paylocity Payroll Checks #1005330937-1005330945 inclusive, plus employee direct deposits, in the amount of \$180,036.08, dated June 3, 2016.

May 27, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

VOID Check #34164 through Check #34164
Check #34165 through Check #34212, including ACH payments and electronic
fund transfers

In the Amount of \$385,861.03

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
Mayor

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 5/26/2016 12:20 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
63	2783	WA State Dept of Revenue	05/26/2016	
	2783-04-2016	B&O Tax April 2016		5,760.00
	2783-04-2016	B&O Tax April 2016		102.96
	2783-04-2016	B&O Tax April 2016		888.58
	2783-04-2016	Use Tax April 2016		92.87
	2783-04-2016	Use Tax April 2016		28.08
	2783-04-2016	Use Tax April 2016		94.39
	2783-04-2016	Use Tax April 2016		21.35
	2783-04-2016	Sales Tax April 2016		1,213.90
Total for Check Number 63:				8,202.13
Total for 5/26/2016:				8,202.13
ACH	0456	Department of Ecology	05/27/2016	
	2016-RS-WAR0455	Regional stormwater monitoring permit		12,150.00
Total for this ACH Check for Vendor 0456:				12,150.00
ACH	0683	Abaco Pacific, Inc.	05/27/2016	
	0683-5	SoCo Park; acquisition services, 4/11-5/11/16		1,027.69
Total for this ACH Check for Vendor 0683:				1,027.69
ACH	0706	Covington Retail Associates	05/27/2016	
	4815	1st floor; operating expenses, June		9,895.60
	4815	1st floor; building lease, June		27,018.92
	4816	2nd floor; building lease, June		3,446.92
	4816	2nd floor; operating expenses, June		1,361.95
Total for this ACH Check for Vendor 0706:				41,723.39
ACH	1408	Washington Workwear Stores Inc.	05/27/2016	
	12217	Bolli; 1 year service award - cap		18.46
	12218	Seasonal workers; embroidered caps		68.41
	12218	Seasonal workers; embroidered caps		51.32
	12218	Seasonal workers; embroidered caps		51.32
	2320	Fealy; steel toe boots		48.86
	2320	Fealy; sweatshirt		13.03
	2320	Fealy; steel toe boots		32.58
	2320	Fealy; sweatshirt		19.54
Total for this ACH Check for Vendor 1408:				303.52
ACH	1688	Mountain Mist	05/27/2016	
	054257-5	Maint shop; bottled water, April		16.40
	054257-5	Aquatics; bottled water, April		62.26
	054257-5	Maint shop; bottled water, April		12.29
	054257-5	Maint shop; bottled water, April		12.29

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	054257-5	City hall; bottled water, April		105.03
Total for this ACH Check for Vendor 1688:				208.27
ACH	1828 1828-5	Kathleen Kirshenbaum Kirshenbaum; defense screening, mileage	05/27/2016	16.04
Total for this ACH Check for Vendor 1828:				16.04
ACH	1901 0073860 0073860 0073860	Modern Building Systems, Inc. Maint shop; building lease, 6/1-7/1/16 Maint shop; building lease, 6/1-7/1/16 Maint shop; building lease, 6/1-7/1/16	05/27/2016	426.80 426.80 569.06
Total for this ACH Check for Vendor 1901:				1,422.66
ACH	2555 48834775 48908809	NuCO2 LLC Aquatics; CO2 lease Aquatics; CO2 for pH control	05/27/2016	81.53 114.00
Total for this ACH Check for Vendor 2555:				195.53
ACH	2686 2686-5	Angela Feser Feser; WRPA conference hotel, parking, mileage	05/27/2016	210.27
Total for this ACH Check for Vendor 2686:				210.27
ACH	2821 2821-5	Dominic Finazzo Finazzo; WRPA conference, mileage	05/27/2016	53.57
Total for this ACH Check for Vendor 2821:				53.57
34165	2094 37356 37356 37356	"Poly" Bag, LLC Maint shop; garbage bags Maint shop; garbage bags Maint shop; garbage bags	05/27/2016	173.88 173.87 231.84
Total for Check Number 34165:				579.59
34166	0759 0759-5	3CMA 3CMA membership dues	05/27/2016	390.00
Total for Check Number 34166:				390.00
34167	0206 268484	AFLAC Insurance premiums; May	05/27/2016	391.07
Total for Check Number 34167:				391.07
34168	0955 10446979	American Red Cross Lifeguarding class; 4/8/16	05/27/2016	350.00
Total for Check Number 34168:				350.00
34169	2033 10978	Aquatic Specialty Services Pool chemicals	05/27/2016	1,286.67
Total for Check Number 34169:				1,286.67
34170	0019 100315L062016 100315L062016 100315L062016	AWC Employee Benefits Trust Medical Insurance Premiums; June Medical Insurance Premiums; June Medical Insurance Premiums; June	05/27/2016	457.23 2,698.27 9,341.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	100315L062016	Medical Insurance Premiums; June		6,906.16
	100315L062016	Medical Insurance Premiums; June		1,541.89
	100315L062016	Medical Insurance Premiums; June		2,265.53
	100315L062016	Medical Insurance Premiums; June		2,339.54
	100315L062016	Medical Insurance Premiums; June		7,251.74
	100315L062016	Medical Insurance Premiums; June		2,948.53
	100315L062016	Medical Insurance Premiums; June		1,812.51
	100315L062016	Medical Insurance Premiums; June		2,387.54
	100315L062016	Medical Insurance Premiums; June		2,320.00
	100315L062016	Medical Insurance Premiums; June		5,693.02
	100315L062016	Medical Insurance Premiums; June		9,892.93
Total for Check Number 34170:				57,856.23
34171	2646	Balloon Specialties	05/27/2016	
	B16051205	Athletics; helium, ribbon, balloons		136.44
	B16051205	Recreation; helium, ribbon, balloons		136.43
	B16051205	Aquatics; helium, ribbon, balloons		136.44
Total for Check Number 34171:				409.31
34172	2368	Best Parking Lot Cleaning Inc.	05/27/2016	
	146397	MV; Street cleaning, May		2,427.59
Total for Check Number 34172:				2,427.59
34173	3078	Bike Masters Inc.	05/27/2016	
	30	Bicycle repair parts		125.89
Total for Check Number 34173:				125.89
34174	0026	C&B Awards	05/27/2016	
	2898	Baseball; uniforms		6,935.86
	2941	Commissioner Reed; name badge		9.39
Total for Check Number 34174:				6,945.25
34175	3137	Cascade Park	05/27/2016	
	3137-5	Camp Adventure; field reservation deposit		100.00
Total for Check Number 34175:				100.00
34176	2270	CenturyLink	05/27/2016	
	6317966698B-5	City hall; telephone, 5/13-6/13/16		109.45
Total for Check Number 34176:				109.45
34177	2366	CenturyLink Business Services	05/27/2016	
	1374179070	Aquatics; internet/loop, April		360.00
Total for Check Number 34177:				360.00
34178	3130	City of Algona	05/27/2016	
	16-010	2 - Stalker 2 vehicle mount radars		1,200.00
Total for Check Number 34178:				1,200.00
34179	0366	City of Covington	05/27/2016	
	M16-0075	Aquatic Center room addition; building permit		3,625.00
	M16-0075	Aquatic Center room addition; mechanical permi		1,228.00
Total for Check Number 34179:				4,853.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
34180	1170 NW2873467-1	Coastwide Laboratories Aquatics; paper towels	05/27/2016	54.59
Total for Check Number 34180:				54.59
34181	0364 53029 53112	Code Publishing Company Municipal code; business hosting, 5/16 - 5/17 Municipal code updates	05/27/2016	350.00 775.40
Total for Check Number 34181:				1,125.40
34182	3139 3-G825 3-G825	Columbia Ford #3578; 2016 Ford F550 #3578; 2016 Ford F550	05/27/2016	45,248.02 24,175.53
Total for Check Number 34182:				69,423.55
34183	2615 862	David A. Clark Architects, PLLC Aquatic Center; pool addition engineering through	05/27/2016	14,810.94
Total for Check Number 34183:				14,810.94
34184	0699 0699-5 0699-5-1	Department of Licensing Drivers abstract Drivers abstracts	05/27/2016	13.00 26.00
Total for Check Number 34184:				39.00
34185	1996 014650160515 014650160515 014650160515	Facility Maintenance Contractors Maint shop; janitorial service Maint shop; janitorial service Maint shop; janitorial service	05/27/2016	88.20 88.20 117.60
Total for Check Number 34185:				294.00
34186	1875 139500	FirstChoice Coffee service	05/27/2016	192.64
Total for Check Number 34186:				192.64
34187	2078 33857 33858	Girard Resources & Recycling, LLC Disposal fees Crushed rock	05/27/2016	60.00 127.61
Total for Check Number 34187:				187.61
34188	2648 2648-5	Hart's Gymnastics Instructor payment; Spring gymnastics	05/27/2016	236.80
Total for Check Number 34188:				236.80
34189	2706 2706-5	Health Point Employee human services fund donation	05/27/2016	1,760.00
Total for Check Number 34189:				1,760.00
34190	1722 2-1651752 2-1664252	Honey Bucket Skate park; portable toilet, 4/28-5/25/16 CCP; portable toilet service, 5/6-6/2/16	05/27/2016	202.95 255.00
Total for Check Number 34190:				457.95
34191	3038	IBS, Inc.	05/27/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	612123-1	Maint shop; nuts, washers, saw blades		45.28
	612123-1	Maint shop; nuts, washers, saw blades		60.36
	612123-1	Maint shop; nuts, washers, saw blades		45.28
	614954-2	Maint shop; tough wipes		4.00
	614954-2	Maint shop; tough wipes		4.00
	614954-2	Maint shop; tough wipes		5.32
	616097-1	Maint shop; clamps, screws, nuts		27.01
	616097-1	Maint shop; clamps, screws, nuts		27.01
	616097-1	Maint shop; clamps, screws, nuts		36.01
Total for Check Number 34191:				254.27
34192	1342	Integra Telecom	05/27/2016	
	13858450	City hall; telephone, 5/8-6/7/16		745.40
	13858450	Maint shop; telephone, 5/8-6/7/16		136.19
	13858450	Maint shop; telephone, 5/8-6/7/16		181.59
	13858450	Maint shop; telephone, 5/8-6/7/16		136.19
	13858450	Aquatics; telephone, 5/8-6/7/16		90.27
Total for Check Number 34192:				1,289.64
34193	1803	Iron Mountain	05/27/2016	
	MNF3383	Document storage; 5/1-5/31/16		157.00
Total for Check Number 34193:				157.00
34194	0050	Kent School District	05/27/2016	
	0050-5	School mitigation payable; April		77,345.00
Total for Check Number 34194:				77,345.00
34195	0143	King County Finance	05/27/2016	
	75525-75525	CIP 1029; construction support services, 3/29/16		242.23
	75574-75575	Street services; April		474.79
	75581-75585	Street services; April		2,634.03
	75613-75613	CIP 1028; annual overlay, 3/28-4/22/16		2,706.64
Total for Check Number 34195:				6,057.69
34196	1405	Lakeside Industries	05/27/2016	
	12045108MB	Disposal fees		11.84
	12045142MB	Asphalt		403.43
Total for Check Number 34196:				415.27
34197	1878	MacLeod Reckord	05/27/2016	
	7363	CCP; Phase 2, engineering, 4/1-4/30/16		6,358.12
	7364	CCP; Phase 2, engineering, 4/1-4/30/16		18,345.21
Total for Check Number 34197:				24,703.33
34198	2492	Maple Valley Days Committee	05/27/2016	
	2492-5	Maple Valley Days booth		25.00
Total for Check Number 34198:				25.00
34199	0004	Office Depot	05/27/2016	
	1932649775	Computer mouse, speakers, ups battery		140.05
	836924889001	Office supplies		448.08
	836925505001	Paper		35.08
	837709338001	Office supplies		160.94
	839101108001	Office supplies		248.73

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34199:	1,032.88
34200	2771 159599	Pacific Office Automation Copier maintenance; 2/12-5/12/16	05/27/2016	54.07
			Total for Check Number 34200:	54.07
34201	0164 1000479324	Pitney Bowes Postage machine; red ink cartridge	05/27/2016	65.44
			Total for Check Number 34201:	65.44
34202	0161	Puget Sound Energy	05/27/2016	
	200003986730-5	Streets; electricity, 4/5-5/3/16		62.20
	200003987282-5	Streets; electricity, 4/6-5/4/16		50.25
	200003987464-5	Streets; electricity, 4/6-5/4/16		11.76
	200004045635-5	Streets; electricity, 4/5-5/3/16		67.26
	200004045866-5	Streets; electricity, 4/6-5/4/16		55.62
	200005568858-5	Streets; electricity, 4/1-4/30/16		73.40
	200013103656-5	CCP; electricity, 4/1-4/30/16		33.61
	200013951476-5	Streets; electricity, 4/1-4/30/16		77.72
	200014568881-5	Maint shop; electricity, 4/1-4/30/16		40.35
	200014568881-5	Maint shop; electricity, 4/1-4/30/16		53.80
	200014568881-5	Maint shop; electricity, 4/1-4/30/16		40.34
	200022909309-5	Streets; electricity, 4/5-5/3/16		74.25
	200022909689-5	Skate park; electricity, 4/6-5/4/16		12.85
	220009801048-5	Streets; electricity, 4/6-5/4/16		78.81
	300000001770-5	City tree; electricity, 4/5-5/3/16		10.84
	300000001770-5	Streets; electricity, 4/5-5/3/16		10.84
	300000001788-5	Streets; electricity, 4/2-5/2/16		8,599.76
	300000001788-5	Streets; electricity, 4/2-5/2/16		66.55
	300000001804-5	Streets; electricity, 4/1-4/30/16		40.15
	300000001804-5	Streets; electricity, 4/1-4/30/16		52.08
	300000007744-5	Aquatics; natural gas, 4/1-4/30/16		1,958.99
	300000007744-5	Aquatics; electricity, 4/1-4/30/16		2,053.19
	300000007934-5	City hall; electricity, 4/5-5/3/16		1,375.41
	300000007934-5	City hall; natural gas, 4/5-5/3/16		50.37
	300000011266-5	SR 516; electricity, 4/5-5/3/16		153.20
	300000011266-5	Crystal view; electricity, 4/1-4/30/16		10.84
	400001233024	Street light installation; 204th Ave SE/SR 516		430.30
			Total for Check Number 34202:	15,544.74
34203	2474 1926	SCORE Jail costs; April	05/27/2016	15,540.00
			Total for Check Number 34203:	15,540.00
34204	1905 C855488-701 C856089-701	Sharp Electronics Corporation Aquatics copiers' usage; 4/11-5/10/16 Reception copier usage; 4/15-5/16/16	05/27/2016	73.44 15.82
			Total for Check Number 34204:	89.26
34205	1106 PR0009803	SKCDPH Aquatic Center; indoor pool permit	05/27/2016	593.00
			Total for Check Number 34205:	593.00
34206	3009 US-PSI-486382	SoftwareOne, Inc. Slate; Creative Suite subscription, 11 month	05/27/2016	801.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34206:	801.96
34207	1903 7678553 7678553	Sound Publishing, Inc. Monthly full page ad Weekly bulletins; 4/8, 4/15, 4/22	05/27/2016	648.00 819.51
			Total for Check Number 34207:	1,467.51
34208	0217 L114474	State Auditor's Office Audit fees; 10/15-4/16	05/27/2016	5,455.44
			Total for Check Number 34208:	5,455.44
34209	3040 3040-5 3040-5	Teach Me Instructor payment; Super Sitters. May Instructor payment; Safe at Home. May	05/27/2016	273.00 126.00
			Total for Check Number 34209:	399.00
34210	2103 304793367 305036071	US Bancorp Equip Finance Inc. Workroom copier lease Reception copier lease	05/27/2016	639.10 93.40
			Total for Check Number 34210:	732.50
34211	2955 P3169.02-1	Walker Macy Design review; work through 4/25/16	05/27/2016	868.62
			Total for Check Number 34211:	868.62
34212	2230 9925508 9931157	Wilbur-Ellis Company Weed control Fertilizers/Weed control	05/27/2016	939.51 550.30
			Total for Check Number 34212:	1,489.81
			Total for 5/27/2016:	377,658.90
			Report Total (59 checks):	385,861.03

June 10, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #34213 through Check #34268, including ACH payments and electronic fund transfers

In the Amount of \$1,723,254.75

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
Mayor

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 6/8/2016 1:37 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0345 0345-6	Sharon Scott Reimbursement; outgoing councilmember/legisl	06/10/2016	163.46
Total for this ACH Check for Vendor 0345:				163.46
ACH	0819 0819-6 0819-6 16-07	Don Vondran Vondran; APWA conference airfare Vondran; APWA conference airfare Vondran; 2016 flexible spending	06/10/2016	187.10 187.10 215.76
Total for this ACH Check for Vendor 0819:				589.96
ACH	1091 1378529-0	Complete Office Solutions Office supplies	06/10/2016	120.07
Total for this ACH Check for Vendor 1091:				120.07
ACH	1271 1271-6	Rob Hendrickson Hendrickson; GFOA conference, per diem, taxi	06/10/2016	439.17
Total for this ACH Check for Vendor 1271:				439.17
ACH	1408 12230 2344 2344	Washington Workwear Stores Inc. Logo for outgoing Councilmember Scott gift Terwillegar; work pants Terwillegar; work pants	06/10/2016	15.75 32.57 48.86
Total for this ACH Check for Vendor 1408:				97.18
ACH	1622 16-CV05	Law Offices of Thomas R Hargan, PLLC Prosecution services through 5/31/16	06/10/2016	4,557.19
Total for this ACH Check for Vendor 1622:				4,557.19
ACH	2223 A26814	ARC Imaging Resources Plotter/scanner; usage, 4/9-5/9/16	06/10/2016	42.35
Total for this ACH Check for Vendor 2223:				42.35
ACH	2262 869285460622	Voyager Fleet Systems Inc. Vehicle fuel	06/10/2016	1,006.55
Total for this ACH Check for Vendor 2262:				1,006.55
ACH	2500 51046840 51053012	Tetra Tech, Inc. CIP 1127; engineering, 3/26-4/22/16 CIP 1127; engineering, 4/23-5/20/16	06/10/2016	6,849.36 4,408.76
Total for this ACH Check for Vendor 2500:				11,258.12
ACH	2855 2855-6	Regan Bolli Reimbursement; Play Unplugged incentives	06/10/2016	45.97

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 2855:				45.97
65	1198	Cashmere Valley Bank	06/10/2016	
	132729-2016	2008 GO Bond principal payment		10,210.30
	132729-2016	2008 GO Bond interest payment		3,531.42
Total for Check Number 65:				13,741.72
66	1917	US Bank National Association	06/10/2016	
	1917-05-2016	Credit card fees for May transactions		143.73
	1917-05-2016	Credit card fees for May transactions		2,062.33
	1917-05-2016	Credit card fees for May transactions		59.03
Total for Check Number 66:				2,265.09
67	1917	US Bank National Association	06/10/2016	
	1917-05-2016(2)	Credit card fees for May online permitting		17.86
Total for Check Number 67:				17.86
34213	3140	American Ramp Company	06/10/2016	
	23477	Skate Park; conceptual design		2,500.00
Total for Check Number 34213:				2,500.00
34214	2033	Aquatic Specialty Services	06/10/2016	
	10977	Aquatics; clean/calibration service, May		179.20
Total for Check Number 34214:				179.20
34215	2631	Auburn Youth Resources	06/10/2016	
	2631-1Qtr	Human services; 1st Quarter 2016		1,250.00
Total for Check Number 34215:				1,250.00
34216	2646	Balloon Specialties	06/10/2016	
	0516rnt506	DOT tracking report; helium rental		6.12
	0516rnt506	DOT tracking report; helium rental		6.11
	0516rnt506	DOT tracking report; helium rental		6.12
	0516rnt816	DOT tracking report; helium rental		6.11
	0516rnt816	DOT tracking report; helium rental		6.12
	0516rnt816	DOT tracking report; helium rental		6.12
Total for Check Number 34216:				36.70
34217	2368	Best Parking Lot Cleaning Inc.	06/10/2016	
	146557	Street cleaning; May		3,420.70
Total for Check Number 34217:				3,420.70
34218	3141	BlueTarp Financial	06/10/2016	
	35507454	#2396; seals/rings		11.43
	35507454	#2396; seals/rings		11.43
	35507454	#2396; seals/rings		15.24
	35507454	#2396; seals/rings, use tax		-1.21
	35507454	#2396; seals/rings, use tax		-0.90
	35507454	#2396; seals/rings, use tax		-0.91
	35542591	7000W Generator, use tax		-367.59
	35542591	7000W Generator		4,641.86
Total for Check Number 34218:				4,309.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
34219	2804 044862	Calsense GPRS annual renewal	06/10/2016	190.05
Total for Check Number 34219:				190.05
34220	0219 INV02686 INV02689	City of Maple Valley Inspector services; April Just Eat It presentation; cost sharing	06/10/2016	7,368.75 105.00
Total for Check Number 34220:				7,473.75
34221	1170 GW2882114 NW2882114	Coastwide Laboratories Aquatics; liners Aquatics; paper towels	06/10/2016	13.19 220.59
Total for Check Number 34221:				233.78
34222	1126 0650710-6 0650710-6 0650710-6 0650793-6	Comcast Maint shop; internet, 5/30-6/29/16 Maint shop; internet, 5/30-6/29/16 Maint shop; internet, 5/30-6/29/16 City hall; internet, 6/1-6/30/16	06/10/2016	37.84 50.46 37.84 175.64
Total for Check Number 34222:				301.78
34223	0184 223	Cordi & Bejarano Public defender; May	06/10/2016	4,350.00
Total for Check Number 34223:				4,350.00
34224	0537 104587-6 105731-6 107666-6 108188-6 115324-6 122505-6 122505-6 122505-6 132669-6 132670-6	Covington Water District Crystal view; water, 4/16-5/20/16 SR 516; water, 4/16-5/20/16 CCP; water, 3/19-5/20/16 Skate park; water, 3/19-5/20/16 Aquatics; water, 3/19-5/20/16 Maint shop; water, 3/19-5/20/16 Maint shop; water, 3/19-5/20/16 Maint shop; water, 3/19-5/20/16 CCP; water, 3/19-5/20/16 CCP; water, 4/16-5/20/16	06/10/2016	33.15 63.40 46.50 66.30 1,430.90 29.64 39.52 29.64 69.55 1,035.15
Total for Check Number 34224:				2,843.75
34225	0159 3313797	Daily Journal of Commerce Stormwater LID; bid notice	06/10/2016	468.00
Total for Check Number 34225:				468.00
34226	1213 077381	Everson's Econo-Vac, Inc. Storm system cleaning; 4/7-4/29/16	06/10/2016	25,533.75
Total for Check Number 34226:				25,533.75
34227	2078 34141 34161 34161	Girard Resources & Recycling, LLC Compost Disposal fees Crushed rock	06/10/2016	61.90 15.00 25.52
Total for Check Number 34227:				102.42
34228	1733	The Good Earth Works, Inc.	06/10/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	136660	Maint shop; oil, grease, line, covers		78.09
	136660	Maint shop; oil, grease, line, covers		104.12
	136660	Maint shop; oil, grease, line, covers		78.09
Total for Check Number 34228:				260.30
34229	2553 May16 1123	Gordon Thomas Honeywell Governmental Governmental Affairs services; May	06/10/2016	2,300.00
Total for Check Number 34229:				2,300.00
34230	0354 9121249966	Grainger CCP; hand sanitizer refills	06/10/2016	114.04
Total for Check Number 34230:				114.04
34231	0302 15563.00-10	Gray & Osborne CIP 1086; engineering, 4/24-5/21/16	06/10/2016	447.06
Total for Check Number 34231:				447.06
34232	3142 7340 7340	Heffron Transportation Inc. Transportation concurrency update, 3/1-5/22 Hawk property; transportation support services, .	06/10/2016	1,237.08 2,206.92
Total for Check Number 34232:				3,444.00
34233	0867 05080507 4023624 5014446 5134478 5134478 5134478 5565967 9013931 9013931 9013931 9013931 9013931 9013931 9022823 9143818	Home Depot Credit Services Extension cords Buckets, duct tape, batteries, flagging tape Woodhandles, nozzle Maint shop; cleaning supplies Maint shop; cleaning supplies Maint shop; cleaning supplies Baseball; sign materials Maint shop; roofing, gutters, concrete, totes Maint shop; tape measures, clamps, drive sets, lo Maint shop; tape measures, clamps, drive sets, lo Maint shop; tape measures, clamps, drive sets, lo Maint shop; roofing, gutters, concrete, totes Maint shop; roofing, gutters, concrete, totes City hall; corner guards Hose parts	06/10/2016	42.19 53.82 23.82 4.50 4.50 6.01 21.62 95.48 40.86 30.65 30.65 71.60 71.60 32.36 1.39
Total for Check Number 34233:				531.05
34234	3038 616109-1 616109-1 616109-1 617251-1 617251-1 617251-1 617251-1 617251-1 617251-1 617251-1	IBS, Inc. Maint shop; smart eraser pads Maint shop; smart eraser pads Maint shop; smart eraser pads Maint shop; rechargeable flashlight Maint shop; rechargeable flashlight Maint shop; tubing, cords, fuse holders/covers Maint shop; tubing, cords, fuse holders/covers Maint shop; rechargeable flashlight Maint shop; tubing, cords, fuse holders/covers	06/10/2016	46.52 46.52 62.02 18.51 18.51 46.70 46.70 24.68 62.28
Total for Check Number 34234:				372.44
34235	2235 1600203	Integrity Structural Engineering, PLLC 256 Culvert Repair; 5/1-5/31/16	06/10/2016	1,470.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34235:	1,470.00
34236	3138 PN-1492A PN-1492A	International Society of Arboriculture Fealy; Arborist recertification Fealy; Arborist recertification	06/10/2016	120.00 80.00
			Total for Check Number 34236:	200.00
34237	1803 MRP2624	Iron Mountain Document storage; 6/1-6/30/16	06/10/2016	208.98
			Total for Check Number 34237:	208.98
34238	0143 2071625 75903	King County Finance Regional animal services; January - June WRIA ILA; 1st trimester 2016	06/10/2016	27,207.00 2,750.67
			Total for Check Number 34238:	29,957.67
34239	0204 0204-6	King County Pet Licensing Pet license remittance; May	06/10/2016	405.00
			Total for Check Number 34239:	405.00
34240	0641 16-0328 16-0328	King County Sheriff's Office Sheriff's office lease; January - May Police services; January - May	06/10/2016	-10,370.85 1,577,186.50
			Total for Check Number 34240:	1,566,815.65
34241	1405 12045272MB	Lakeside Industries Asphalt	06/10/2016	177.60
			Total for Check Number 34241:	177.60
34242	0400 38600301963	Les Schwab #3436; rotors	06/10/2016	589.91
			Total for Check Number 34242:	589.91
34243	1131 SI290777	Lincoln Equipment, Inc. Aqua step replacement safety strips	06/10/2016	208.35
			Total for Check Number 34243:	208.35
34244	2545 53014	Norstar Industries, Inc. #3307; hydraulic plug	06/10/2016	56.94
			Total for Check Number 34244:	56.94
34245	3017 3716-205248 3716-205248 3716-205248 3716-205248 3716-205588 3716-205588 3716-205588	O'Reilly Automotive Inc. #3252; ventvisor Maint shop; antifreeze, fuses, wheel covers Maint shop; wire looms, light bulbs Maint shop; wire looms, light bulbs Maint shop; wire looms, light bulbs	06/10/2016	48.86 9.60 9.60 12.80 18.55 18.55 24.72
			Total for Check Number 34245:	142.68
34246	0004	Office Depot	06/10/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34254:	610.53
34255	1905	Sharp Electronics Corporation	06/10/2016	
	C856339-701	Copier; usage, 4/15-5/16/16		25.98
	C856339-701	Copier; usage, 4/15-5/16/16		17.32
	C856555-701	Police copier; usage, 4/20-5/26/16		33.00
			Total for Check Number 34255:	76.30
34256	2992	Shred-it	06/10/2016	
	9410749943	Document destruction; 5/19		9.00
			Total for Check Number 34256:	9.00
34257	0736	Sound Security, Inc.	06/10/2016	
	809493	Maint shop; secure monitoring, June		32.10
	809493	Maint shop; secure monitoring, June		42.80
	809493	Maint shop; secure monitoring, June		32.10
	809493	Security monitoring, June		1,050.50
			Total for Check Number 34257:	1,157.50
34258	0281	Standard Insurance Company	06/10/2016	
	00635551-6	Life Insurance Premiums, June		44.92
	00635551-6	Life Insurance Premiums, June		117.11
	00635551-6	Life Insurance Premiums, June		175.90
	00635551-6	Life Insurance Premiums, June		192.80
	00635551-6	Life Insurance Premiums, June		117.54
	00635551-6	Life Insurance Premiums, June		289.19
	00635551-6	Life Insurance Premiums, June		176.86
	00635551-6	Life Insurance Premiums, June		519.56
	00635551-6	Life Insurance Premiums, June		332.19
	00635551-6	Life Insurance Premiums, June		563.15
	00635551-6	Life Insurance Premiums, June		183.81
	00635551-6	Life Insurance Premiums, June		99.19
	00635551-6	Life Insurance Premiums, June		7.91
	00635551-6	Life Insurance Premiums, June		587.94
	00635551-6	Life Insurance Premiums, June		364.31
			Total for Check Number 34258:	3,772.38
34259	2808	Team Sideline	06/10/2016	
	TS-INV-3922	TeamSideline subscription, use tax		-51.51
	TS-INV-3922	TeamSideline subscription; 7/16-6/17		650.51
			Total for Check Number 34259:	599.00
34260	1489	Terra Property Analytics, LLC	06/10/2016	
	2016-004	CIP 1127; ROW services		13,500.00
			Total for Check Number 34260:	13,500.00
34261	0376	United Rentals NW, Inc.	06/10/2016	
	136207667-002	Rental; road plate, 4/27-5/25/16		986.09
			Total for Check Number 34261:	986.09
34262	2556	United Site Services	06/10/2016	
	114-4036920	Gardner property; fence rental, 5/14-6/10/16		355.77

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34262:	355.77
34263	2103 305018194	US Bancorp Equip Finance Inc. Police; copier lease	06/10/2016	93.40
			Total for Check Number 34263:	93.40
34264	0357 0016701	Valley Communications 800 MHz access fee; May	06/10/2016	75.00
			Total for Check Number 34264:	75.00
34265	2652 5003086022 5003090864 5003090864	Wells Fargo Financial Leasing SmartBoard lease/documentation fee, 5/15-6/14/ Plotter/scanner; property tax Plotter/scanner; lease, 6/10-7/9/16	06/10/2016	428.43 66.31 227.09
			Total for Check Number 34265:	721.83
34266	1708 8003381-00	Western Equipment Distributors, Inc. #2766; washers/pins	06/10/2016	72.79
			Total for Check Number 34266:	72.79
34267	2127 2127-6	WFEA WFEA membership dues renewal	06/10/2016	75.00
			Total for Check Number 34267:	75.00
34268	3143 3143-6	Witty Scientists LLC Instructor payment; Gross Out class	06/10/2016	235.20
			Total for Check Number 34268:	235.20
			Total for 6/10/2016:	1,723,254.75
			Report Total (69 checks):	1,723,254.75

June 3, 2016

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 06/03/16 consisting of:

PAYLOCITY CHECK # 1005330937 through PAYLOCITY CHECK # 1005330945 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$180,036.08

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF COVINGTON, WASHINGTON, COUNTY OF KING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY SAID CLAIMS PER THE ATTACHED COUNCIL APPROVAL REPORT.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
Mayor

Marilla Mhoon
City Councilmember

Council Meeting Date Approved: _____

06/03/2016 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
112501	Regular	6/3/2016	503	Bolli, Regan H	4,931.49
112502	Regular	6/3/2016	246	Kirshenbaum, Kathleen	1,157.90
112503	Regular	6/3/2016	243	Lyon, Valerie	1,509.36
112504	Regular	6/3/2016	234	Mhooon, Darren S	1,492.31
112505	Regular	6/3/2016	162	Michaud, Joan M	2,221.79
112506	Regular	6/3/2016	123	Scott, Sharon G	2,579.56
112507	Regular	6/3/2016	313	Slate, Karla J	2,545.77
112508	Regular	6/3/2016	275	Hart, Richard	3,008.48
112509	Regular	6/3/2016	368	Mueller, Ann M	1,426.63
112510	Regular	6/3/2016	487	Bykonen, Tyler B	121.28
112511	Regular	6/3/2016	180	Cles, Staci M	1,972.87
112512	Regular	6/3/2016	146	Hagen, Lindsay K	1,642.23
112513	Regular	6/3/2016	235	Hendrickson, Robert	3,857.18
112514	Regular	6/3/2016	105	Parker, Cassandra	2,650.24
112515	Regular	6/3/2016	353	Dalton, Jesse J	2,203.19
112516	Regular	6/3/2016	524	Denning, Jerald J	1,003.06
112517	Regular	6/3/2016	373	Fealy, William J	1,745.17
112518	Regular	6/3/2016	301	Gaudette, John J	2,117.37
112519	Regular	6/3/2016	511	Goranson, Gage W	1,424.86
112520	Regular	6/3/2016	186	Junkin, Ross D	2,983.36
112521	Regular	6/3/2016	559	Parker, Bryce R	797.89
112522	Regular	6/3/2016	457	Smith, Nathan H	1,115.73
112523	Regular	6/3/2016	560	Wareham, Casey M	1,051.90
112524	Regular	6/3/2016	268	Bykonen, Brian D	2,307.89
112525	Regular	6/3/2016	279	Christenson, Gregg R	2,947.97
112526	Regular	6/3/2016	270	Lyons, Salina K	2,370.50
112527	Regular	6/3/2016	269	Meyers, Robert L	3,468.53
112528	Regular	6/3/2016	284	Ogren, Nelson W	2,752.70
112529	Regular	6/3/2016	266	Thompson, Kelly	2,278.03
112530	Regular	6/3/2016	518	Islam, Shahinur	471.67
112531	Regular	6/3/2016	307	Morrissey, Mayson	3,099.26
112532	Regular	6/3/2016	199	Bahl, Rachel A	2,194.40
112533	Regular	6/3/2016	557	Bahl, Sally A	138.92
112534	Regular	6/3/2016	397	Ball, Jaquelyn I	1,588.61
112535	Regular	6/3/2016	451	Conway, Sean	1,569.76
112536	Regular	6/3/2016	428	Feser, Angela M	2,314.87
112537	Regular	6/3/2016	448	Finazzo, Dominic V	1,623.94
112538	Regular	6/3/2016	305	Kiselyov, Tatyana	1,620.46
112539	Regular	6/3/2016	453	Leung, Rachael M	1,333.70
112540	Regular	6/3/2016	194	Newton, Ethan A	3,363.80
112541	Regular	6/3/2016	195	Patterson, Clifford	2,521.74
112542	Regular	6/3/2016	106	Bates, Shellie L	2,215.20
112543	Regular	6/3/2016	349	Buck, Shawn M	1,851.60
112544	Regular	6/3/2016	273	French, Fred	333.49
112545	Regular	6/3/2016	436	Lindskov, Robert T	3,170.93
112546	Regular	6/3/2016	257	Parrish, Benjamin A	2,078.59
112547	Regular	6/3/2016	173	Vondran, Donald M	3,796.43
112548	Regular	6/3/2016	252	Wesley, Daniel A	2,260.05
112549	Regular	6/3/2016	388	Andrews, Kaitlyn E	170.87
112550	Regular	6/3/2016	434	Bailey, Brooke	105.01
112551	Regular	6/3/2016	481	Binder, Jordan M	280.09
112552	Regular	6/3/2016	513	Bryant, Colin A	59.89
112553	Regular	6/3/2016	517	Burke, Austin W	315.14
112554	Regular	6/3/2016	549	Callen, Ian A	423.26

112555 Regular	6/3/2016	514 Collins, Ashtyn E	396.11	
112556 Regular	6/3/2016	258 Cox, Melissa	972.44	
112557 Regular	6/3/2016	526 Duval-Dreblow, Shailynn R	344.05	
112558 Regular	6/3/2016	508 Halbert, Olivia M	57.75	
112559 Regular	6/3/2016	530 Hauck, Liam M	80.67	
112560 Regular	6/3/2016	512 Hauer, Colton A	112.42	
112561 Regular	6/3/2016	425 Knox, John Q	437.00	
112562 Regular	6/3/2016	426 Knox, Patrick L	391.62	
112563 Regular	6/3/2016	410 Lanz, Avalon A.	494.30	
112564 Regular	6/3/2016	558 Maine, Connor	112.42	
112565 Regular	6/3/2016	435 Martin, Iain-Josiah	1,451.29	
112566 Regular	6/3/2016	525 Mastroianni, Anthony J	150.85	
112567 Regular	6/3/2016	340 Middleton, Jordan	121.29	
112568 Regular	6/3/2016	516 Montero, Ivan P	101.04	
112569 Regular	6/3/2016	550 Moriarty, Dylan M	17.33	
112570 Regular	6/3/2016	445 Portin, Andrew	68.16	
112571 Regular	6/3/2016	387 Praggastis, Elena C	246.89	
112572 Regular	6/3/2016	429 Sizemore, Christine A	200.89	
112573 Regular	6/3/2016	232 Smith, Gaylynn M.	310.28	
112574 Regular	6/3/2016	492 Spencer, Ethan R	225.22	
112575 Regular	6/3/2016	561 Steinmeyer, Karsten K	568.75	
112576 Regular	6/3/2016	392 Wardrip, Spencer A	542.42	
112577 Regular	6/3/2016	480 Woods, Dylan J	450.44	
112578 Regular	6/3/2016	533 Wruth, Hunter T	102.04	
112579 Regular	6/3/2016	541 Cox, Christopher S	73.52	
112580 Regular	6/3/2016	495 Tashiro-Townley, Joshua C	67.49	
112581 Regular	6/3/2016	500 White, Preston A	67.49	
112582 Regular	6/3/2016	116 Beaufrere, Noreen	2,990.41	
112583 Regular	6/3/2016	137 Throm, Victoria J	2,031.14	
1005330937 Regular	6/3/2016	364 Newell, Nancy J	188.39	
1005330938 Regular	6/3/2016	527 Ainsworth, Nicholas D	371.82	
1005330939 Regular	6/3/2016	509 Brannon, David J	231.69	
1005330940 Regular	6/3/2016	555 Casey, Noah	11.55	
1005330941 Regular	6/3/2016	399 Jensen, Emily A	673.52	
1005330942 Regular	6/3/2016	489 Wold, Jared K	212.52	
1005330943 Regular	6/3/2016	556 Bethune, Lauchlin A	374.63	
1005330944 Regular	6/3/2016	471 Shank, Maia M	15.81	
Totals for Payroll Checks	91 Items		115,852.57	
Third Party Checks for Account Paylocity Account				
<u>Check/Voucher</u>	<u>Check Type</u>	<u>Check Date</u>	<u>Employee Id Employee Name</u>	<u>Net Amount</u>
112584	AGENCY	6/3/2016	401SS ICMA Retirement Trust	18,461.77
112585	AGENCY	6/3/2016	457Ex Vantagepoint Transfer Agent-	375.80
112586	AGENCY	6/3/2016	CICOV City of Covington	3,222.23
112587	AGENCY	6/3/2016	Emp City of Covington Employee	84.00
112588	AGENCY	6/3/2016	IC401 ICMA Retirement Trust	15,890.82
112589	AGENCY	6/3/2016	IC457 ICMA Retirement Trust	2,296.18
112590	AGENCY	6/3/2016	ROTH ICMA Retirement Trust	150.00
112591	AGENCY	6/3/2016	VEBA HRA VEBA Trust Contributions	1,785.00
1005330945	AGENCY	6/3/2016	JG1 WASH CHILD SUPPORT	110.41
Totals for Third Party Checks	9 Items			42,376.21
			Tax Liabilities	21,568.30
			Paylocity Fees	239.00
			Grand Total	\$ 180,036.08

Consent Agenda Item C-3

Covington City Council Meeting

Date: June 14, 2016

SUBJECT: CONSIDER RESOLUTION TO ADOPT REVISED COUNCIL POLICIES AND PROCEDURES

RECOMMENDED BY: Regan Bolli, City Manager
Sara Springer, City Attorney

ATTACHMENT(S):

- 1. Revised v.4 of Proposed Council Policies and Procedures

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

At the council’s last regular meeting, staff presented and the council thoroughly reviewed the revised third version of the amendments to the newly titled Council Policies and Procedures. Staff has incorporated council’s feedback from that meeting into the attached final “v.4” of the proposed Council Policies and Procedures.

If any council member wishes to discuss any of the latest proposed revisions, or would like to discuss any additional revisions, this item may be moved from the consent agenda to continued business to allow discussion on the item before taking action for adoption.

ALTERNATIVES:

None

FISCAL IMPACT:

None

CITY COUNCIL ACTION: ___Ordinance ___X___Resolution___Motion ___Other

Council member _____ moves and council member _____ seconds to adopt a resolution, in substantial form as that attached, to adopt the newly revised Covington City Council Policies and Procedures.

REVIEWED BY: City Manager; City Attorney; City Clerk

RESOLUTION NO. 2016-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING NEW COVINGTON CITY COUNCIL POLICIES AND PROCEDURES.

WHEREAS, Chapter 35A.11 RCW gives the city council of each code city the power to organize and regulate its internal affairs within the provisions of Title 35A RCW; and

WHEREAS, the Covington City Council has adopted Council Rules of Procedure to assist in the conduct of city business; and

WHEREAS, the Council wishes to adopt new Covington City Council Policies and Procedures to supersede the previous Rules of Procedure in their entirety;

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

Section 1. Rules of Procedure Repealed. Resolution No. 02-52, as amended, is hereby repealed in its entirety.

Section 2. New Policies and Procedures Adopted. The Covington City Council Policies and Procedures, attached as Exhibit 1 hereto and incorporated fully herein by this reference, shall constitute the official rules of procedure for the Covington City Council and all prior rules are hereby superseded.

ADOPTED in open and regular session on this 14th day of June, 2016.

Jeff Wagner, Mayor

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

**COVINGTON CITY COUNCIL
POLICIES AND PROCEDURES**

EXHIBIT 1

Proposed Final v. 4

Changes Between v3 and proposed final v4 Shown in Track Changes

****Please note that I made additional changes--not previously discussed by the council--to Section 3.4 regarding the process by which the council interviews candidates for a vacant council position. The process the council has followed when interviewing candidates for the last two vacant council positions has been different from the process included in these proposed procedures. Accordingly, I took the liberty to generalize these procedures and changed it to simply require the council to approve the interview process and procedures prior to publishing notification of the vacancy (as the notification must include the interview procedures).**

*****Should any council member desire to discuss any of the proposed final edits shown in track changes, or propose any additional edits, this item may be moved from the consent agenda to continued business.**

1.0 AUTHORITY & EFFECT OF RULES

1.1 Rules Established.

These policies and procedures constitute the official policies and rules of procedure for the Covington City Council (the "Rules"). These Rules shall be in effect upon adoption by resolution of the council and until such time as new or amended rules are adopted by resolution.

1.2 Suspension of Rules.

Any provision of these Rules not governed by state law or city ordinance may be temporarily suspended by a two-thirds vote of those members present and voting. A two-thirds vote is five (5) of seven (7) votes, four (4) of six (6) votes, four (4) of five (5) votes, and three (3) of four (4) votes.

1.3 Review & Amendment of Rules.

It is the intent of the city council that these Rules be periodically reviewed as needed, but no less than every two (2) years. Accordingly, these Rules should be considered in the month of January of every even-numbered year and may be considered at any other time that council shall choose to review them. These Rules may be amended, or new rules adopted, by a majority vote of the council, at any time.

1.4 Effect/Waiver of Rules.

These Rules are adopted for the sole benefit of the members of the city council to assist in the orderly conduct of council business. These Rules do not grant rights or privileges to members of the public or third parties. Failure of the city council to adhere to these Rules shall not result in any liability to the

city, its officers, agents, and employees, nor shall failure to adhere to these Rules result in invalidation of any council act.

2.0 CITY COUNCIL: GENERAL POWERS & RESPONSIBILITIES

2.1 Overview

The powers of the city council are to be used for the benefit of the community and its residents to provide for the health, safety, and general welfare of its residents. The Covington City Council values personal honesty and integrity, open and accessible government, fiscal responsibility, fair treatment of individuals, and commitment to customer service.

It is important to note that the council acts as a body. No member has any extraordinary powers beyond those of other members. Although the mayor has additional ceremonial and presiding officer responsibilities, all members are equal when establishing policies, voting, and performing their council duties.

Policy is established as a majority vote of the council. While individual members may disagree with decisions of the majority, a decision of the majority binds the council to a course of action. Councilmembers should respect the decision of the majority and are expected to follow adopted council rules, policies, and procedures.

It is the city manager's responsibility to ensure the policy of the council is enacted. Actions of staff to pursue the policy direction established by a majority of the council do not reflect any bias against councilmembers who held a minority opinion on an issue.

2.2 Council and Administration

Councilmembers act as the legislative body with authority to enact laws, adopt the city's budget, determine service priorities, make public policy, and appoint ~~community~~citizen boards, commissions, and committees (RCW 35A.13.230). The city manager and city staff are the executive/administrative branch.

In order to uphold the integrity of the council-manager form of government, and to provide proper checks and balances, councilmembers refrain from becoming directly involved in the administrative activities of the city.

Except for purposes of inquiry, councilmembers should communicate with city staff primarily through the city manager and shall not give orders to any city staff without the city manager's authorization. The city manager may choose to establish formal or informal norms for routine council-staff interaction and staff support of council committees. In addition, council may fully and freely discuss with the city manager in open session anything pertaining to appointment and removals of city staff and city affairs.

2.3 Authority and Responsibilities of the City Council

It is within the authority and responsibility of the city council to:

2.3.1 Establish Policy.

- Adopt goals and objectives
- Establish priorities for public services
- Approve/amend the operating and capital budgets
- Approve intergovernmental agreements and certain contracts
- Adopt resolutions

2.3.2 Enact Local Laws.

- Pass ordinances
- Call for special elections, when necessary

2.3.3 Appointments and Supervise Officials.

- Appoint city manager (RCW 35A.13.050)
- Evaluate performance of city manager
- Appoint hearing examiner
- Establish advisory boards and commissions
- Make appointments to advisory boards and commissions
- Provide direction to advisory bodies
- Appoint councilmembers to council committees, intergovernmental boards and commissions, and external committees

2.3.4 Provide Public Leadership

- Represent constituents to promote representative governance
- Communicate the city's vision and goals to constituents
- Represent the city's interests at regional, county, state, and federal levels
- Determine best course of public policy

2.4 ADDITIONAL RULES, POLICIES, & PROCEDURES

In addition to these Rules, the council shall also comply with the following rules, policies, and procedures, if adopted by the city:

2.4.1 City Officials' Code of Ethics

2.4.2 Public Records Policy

2.4.3 Technology Use Policy

2.4.4 Travel Policy (as provided for in the Employee Handbook)

2.4.5 Vehicle Use Policy (as provided for in the Employee Handbook)

3.0 CITY COUNCIL: ROLES & ADMINISTRATION

3.1 Role of Mayor and Mayor Pro Tem

3.1.1 Mayor

- **Presiding Officer.** The mayor serves as the presiding officer of the council and acts as chair at all meetings of the council. The mayor does not possess any power of veto.
- **Ceremonial Representative.** The mayor is responsible to act as the city council's ceremonial representative at public events and functions. He or she shall have no regular administrative duties.
- **Proclamations.** The mayor is vested with the authority to initiate and execute proclamations as a ceremonial commemoration of an event or issue. Proclamations are not statements of policy and do not require the approval or action of council.
- **Signing of City Documents.** The mayor, unless unavailable, shall sign all ordinances, resolutions, interlocal agreements, contracts, and any other documents that have been adopted by the city council and require an official signature; except when the city manager has been authorized by council action to sign documents. In the event the mayor is unavailable, the mayor pro tem may sign such documents.
- In addition to the above powers conferred to the role of mayor, the council member serving as mayor shall have all the rights, privileges, and immunities of a member of the council.

3.1.2 Mayor Pro Tem. In the mayor's absence, the mayor pro tem assumes all of the above noted responsibilities and rights of the mayor.

3.2 Election of Mayor and Mayor Pro Tem

3.2.1 The council shall elect a mayor and mayor pro tem for a term of two (2) years and shall remain in office until the next election of a mayor and/or mayor pro tem, unless earlier removed or vacated.

3.2.2 The motion to elect the mayor and mayor pro tem will be placed on the agenda of the first council meeting of even-numbered years.

3.2.3 Nomination and Appointment Process.

- The nomination and appointment process outlined in this subsection shall be used to fulfill the positions of both mayor and mayor pro tem. The council shall first fulfill the

position of mayor, and only upon fulfillment of that position should the council fulfill the position of mayor pro tem.

- Each council member may nominate one person for a given office. Nominations do not require a second vote.
- The council members nominating and the nominees will have an opportunity to make public comment before voting commences.
- Voting shall commence in the order nominations were made. Council members will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote of the whole city council (four votes), then the chair will declare him/her appointed. No votes will be taken on the remaining nominees.
- A tie vote results in a failed nomination and the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the whole city council.
- If none of the nominees receives a majority vote, the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the whole city council.

3.2.4 Removal. A supermajority vote (5) shall be required to approve a motion to remove the mayor or mayor pro tem from office for cause.

3.2.5 Temporary Absence. In the temporary absence of the mayor, the mayor pro tem shall perform the duties and responsibilities of the mayor with regard to conduct of meetings and emergency business.

3.2.6 Permanent Vacancy. In the event the mayor or mayor pro tem is unable to serve the remainder of the term or resigns, the city council shall appoint a new mayor or mayor pro tem following the same procedure in this section.

3.3 Swearing-In Newly Elected Council Members

New council members shall be sworn in by a judge or the city clerk either:

- Up to ten (10) days prior to the day they are scheduled to assume their office; or
- At the first meeting of the council in January; or
- At any other time after their term of office is scheduled to begin.

3.4 Filling a Council Vacancy.

- 3.4.1 Resignation Process.** A written resignation must be submitted to the city council.
- The notice of resignation should provide for an effective date and the resignation will be effective as of that selected date.
 - The council accepts the resignation by a motion and majority vote of the whole council.
- 3.4.2 Procedure.** If a vacancy occurs in the office of a councilmember, the council will follow the procedures outlined in RCW 42.12.070 in addition to those included in these Rules.
- 3.4.3 Vacancy Notice and Application.** In order to fill the vacancy with the most qualified person available until an election is held, the council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled (which shall be agreed upon by a majority vote of the council prior to publishing the notice of vacancy), and how to apply an application form. The council will draw up an application form to aid the council's selection of the new councilmember.
- 3.4.4 Interview Process.** Those candidates selected by the council to be interviewed will be interviewed ~~by the council~~ during a regular or special council meeting open to the public, pursuant to the interview process included in the vacancy notice. ~~The order of the interviews will be determined by drawing the names; in order to make the interviews fair, applicants will be asked to remain outside the council chambers while other applicants are being interviewed. Applicants will be asked to answer questions posed by each councilmember during the interview process.~~ The interview process will be designed to be fair and consistent. ~~Each candidate will then be allowed two (2) minutes for closing comments.~~ Since this is not a campaign, comments and responses about other applicants will not be allowed.

3.4.5 Deliberation and Selection. The council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting, and selection of a person to fill the vacancy ~~must~~ will be conducted during an open public meeting. Nominations will follow the process outlined in Section 3.2 herein. Appointment of the new council member requires a majority vote of the entire council (four votes).

3.5 Council Committees.

3.5.1 Committee of the Whole. In addition to regular council meetings, the entire council may meet for study or special project purposes as a Committee of the Whole. A meeting of the council as the Committee of the Whole must have a quorum of council members present.

3.5.2 Council Committees. The city council may establish standing committees of three (3) or fewer council members as policy review and discussion arms of the city council as a whole for any special purpose, task, or time frame. Council committees may study issues and develop recommendations for consideration by the city council as a whole but may not take binding action on behalf of the city council as a whole. Should a quorum of council members attend any council committee meeting that was not publically noticed, that meeting shall be immediately adjourned and reconvened at a time when three (3) or fewer council members are in attendance or the meeting is properly noticed as a special meeting of the council pursuant to these Rules.

3.6 Council Member Appointments.

3.6.1 To Council Advisory Bodies. The city council may appoint three (3) or fewer council members to represent the city council as a whole on city advisory bodies.

3.6.2 Liaison/Representative Appointments. The city council may appoint individual council members, as required, to represent the city council as a whole to external advisory bodies or groups.

4.0 COUNCIL MEETINGS: TYPES; GENERAL PROVISIONS

4.1 Open Public Meetings Act.

All council meetings shall comply with the requirements of RCW Section 42.30, the Open Public Meetings Act (OPMA). All regular council meetings, special council meetings, and any meetings of the committee of the whole (including study sessions) or council committee meetings of a quorum of council members shall be open to the public.

4.2 Types of Council Meetings.

4.2.1 Regular Council Meetings. The council shall hold regular meetings on the second and fourth Tuesday of each month. The council will not hold meetings on any other day of the month, unless otherwise noticed. All regular meetings will begin at 7:00 p.m., unless otherwise noticed.

Should any regular council meeting occur on a legal holiday, on a general or primary election day, or special election called within the City of Covington, the meeting shall be held at the same hour and place on the following business day.

4.2.2 Special Meetings. Any council meeting other than the regular council meeting. Notice of special meetings shall be given pursuant to state law (at least 24 hours in advance). The mayor, or in the absence of the mayor the mayor pro tem, or any three (3) members of council may schedule a special meeting, subject to the notice and call requirements prescribed by state law and/or city ordinance or rule.

4.2.3 Study Sessions / Workshops. Any meeting, either called as a special meeting at which the council may discuss, investigate, review, or study matters of city business with city staff for informational purposes. Study sessions or workshops shall be noticed as special meetings of the council. Final action on any matter shall not occur during a study session or workshop.

4.2.4 Annual Strategic Planning Summit. The council shall hold an annual strategic planning summit on the last Saturday in January of each year.

4.2.5 Emergency Meetings. A special council meeting called without the 24hr notice. If, by reason of fire, flood, earthquake, or other emergency there is a need for expedited action by the council to meet the emergency, the mayor may provide for a meeting site other than the regular meeting site and the notice requirements of RCW 42.30 shall be suspended during such emergency. The minutes shall indicate the reason for the emergency.

4.3 Meeting Place.

Council meetings will be at a time and place as council directs, except that regular and/or special meetings at which final actions on resolutions or ordinances will take place shall always be held within the boundaries of the City of Covington.

4.4 Meeting Cancellation.

Any council meeting may be canceled by a majority vote or consensus of the council. The mayor or mayor pro tem may cancel a council meeting for lack of agenda items.

4.5 Public Notice of Meetings.

The city shall comply with the provisions of RCW 35A.12.160 regarding public notice of all council meetings.

4.6 Quorum.

At all council meetings, a majority of the whole city council membership (four members, or five members for the passage of ordinances, budget items, and appropriations) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn from time to time and may request the attendance of absent members.

4.7 Attendance, Excused Absences.

4.7.1 RCW 35A.12.060 provides that a council member shall forfeit his or her office by failing to attend three (3) consecutive regular meetings of the council without being excused by the council. Members of the council may be so excused by complying with this subsection.

4.7.2 ~~The~~ If a council member will be absent for a regular council meeting, that council member shall contact the mayor, mayor pro tem, city manager, or city clerk (the "Designated Contact(s)") ~~either in person or via telephone or email~~ prior to the start of the council meeting and state the reason for his or her inability to attend the meeting. ~~The above authorized person who receives such a notice of absence shall~~ Upon receiving notification of an absence, the Designated Contact shall promptly notify the other Designated Contacts, via email, of the notice of absence and reason for such absence send written notice of said absence to the other individuals listed above either by forwarding a received email, or sending a separate email to indicate that a notice of absence, including the reason, was received in person or via telephone (e.g. if a council member calls the mayor to give notice of their absence, the mayor will then promptly send an email to the mayor pro tem, city manager, and city clerk stating that he/she received a notice of absence from the given council member and the reason stated given for such an absence). ~~The mayor, mayor pro tem, city manager, or city clerk shall convey the message to the council.~~ Following roll call, the presiding officer shall inform the council of the member's absence, and state the reason for such absence.

4.7.3 A motion to excuse ~~the an absent~~ council member shall be non-debatable. Upon passage of such a motion by a majority of members present, the absent member shall be considered excused and the clerk will make an appropriate notation in the minutes.

4.7.4 Council members shall only be required to be excused from regular council meetings and shall not be required to be excused from all other meetings of the council, including, but not limited to, study sessions, special meetings, council committee meetings, and the annual summit. However, as a courtesy, council members should ~~also~~ notice their absence for all other council meetings ~~in a similar manner~~ as set forth above in Subsection 4.7.2 for regular meetings.

4.8 Attendance of City Officers & Employees

The city manager, or his or her designee, shall attend all meetings of the city council as a whole, including regular meetings, special meetings, study sessions, and executive sessions, except if the council meets in executive session with the city attorney on matters of potential conflict for the city manager or to review the performance of the city manager.

Any city officer or employee shall have the duty when requested by the city manager to attend council meetings and shall remain for such time as the city manager may direct.

4.9 Executive Sessions.

4.9.1 The council may hold executive sessions, from which the public may be excluded, for those purposes set forth in ~~Chapter RCW -42.30.110-RCW~~. Before convening to an executive session, the presiding officer shall announce the purpose of the session and the anticipated time when the session will be concluded. No formal action or decision of the council may be taken in executive session.

4.9.2 If the council, after executive session, has provided direction or consensus to city staff on proposed terms and conditions for any confidential or privileged issue, all contact with any other party shall be made by the designated city staff representative handling the issue. Council members should consult with the city manager and/or city attorney prior to discussing such information with anyone other than other council members, the city attorney, or city staff designated by the city manager. Any council member having any contact or discussion with any person other than those listed above on any such confidential or privileged issue shall make full disclosure to the city manager and council in a timely manner.

4.9.3 Pursuant to RCW 42.23.070, council members shall keep confidential all written materials and verbal information ~~provided to them~~ reviewed and/or discussed during executive sessions, to ensure that the city's position is not compromised. Confidentiality also includes information provided to council members outside of executive sessions when the information is considered to be exempt from disclosure under the ~~Revised Code of Washington~~ State Public Records Act (Chapter 42.56 RCW, as amended).

4.10 Adjournment

Regular, special, and committee of the whole meetings of the council shall adjourn at or before 10:00 p.m. The adjournment time established hereunder may be extended upon approval of a motion by a majority of the council members present. At any time during any council meeting, any council member may call for a "Point of Order" to review agenda priorities.

4.11 Audio Recordings of Council Meetings

The city clerk, or designee, shall make and keep audio recordings of all regular, special, and committee of the whole council meetings, except those meetings or portions of meetings conducted in executive session, or unless a motion is passed to suspend audio recording of a meeting. All recordings and related records of all city council meetings, except as provided for ~~referenced~~ above, shall be retained by the city pursuant to the state Public Records Act and the city's public records policy.

4.12 Council Meeting Minutes.

4.12.1 The city clerk, or designee, shall take minutes at all meetings of the city council in accordance with state and local statutory requirements.

4.12.2 Proceedings will be entered into a minute book constituting the official record of the council.

4.12.3 The minutes shall be made available for public inspection. Unless a council member requests a reading of the minutes of a council meeting, such minutes may be approved without reading if the clerk has previously furnished each member with a copy thereof.

4.12.4 City council meeting minutes may be corrected by the city clerk if in error, but shall not otherwise be revised without a majority affirmative vote of the whole council membership at a regularly scheduled council meeting.

5.0 COUNCIL MEETINGS: AGENDAS & CONDUCT OF BUSINESS

5.1 Setting Agenda.

Pursuant to RCW 35A.13.080, the city manager shall set the council agenda for the meeting, following the suggested order of business listed herein, whenever practical. When necessary, the mayor, with the consent of the council, may change the order of business. No legislative item not on the agenda

shall be voted upon; rather, a motion to suspend the rules would be necessary to add a legislative item to the agenda, in order to facilitate a vote on a legislative item not listed in the published agenda.

5.2 Placement of Items on the Agenda.

~~An item for a council meeting may be placed on the agenda by any of the following methods: Items may be added to a regular or special council meeting agenda pursuant to the following procedures:~~

5.2.1 Consent Agenda, New Business, Continued Business, and Public Communication.

Consent agenda, new business, continued business, and public communication items may be added to an agenda by: (1) A majority vote or consensus by the council; or (2) ~~b~~By the city manager.

5.2.2 Future Agenda Items. All regular council meeting agendas shall include a section for “Future Agenda Items”—wherein council members may present any topic or issue for the council to consider and approve adding as a new business item on a future council meeting agenda.

5.2.2.1 Items may be included under “Future Agenda Items” upon the joint request of two (2) or more council members. Such a request for the addition of a Future Agenda Item shall be emailed to the city manager or city clerk by the requesting council members no later than 12:00pm on the Tuesday ~~Wednesday~~ before a regular council meeting. The email must include the names of the requesting council members and the item title to be included on the agenda (the title should specifically relate to and convey the core topic/issue to be discussed). The names of the requesting council members shall be placed on the agenda next to the corresponding Future Agenda Item.

5.2.2.2 Upon discussion of the Future Agenda Item, it shall require an affirmative vote of at least three (3) council members present to add the item as a New Business item to a future council meeting agenda. If the item will require the use of staff resources, then the council shall defer scheduling of the item to the city manager.

~~, a proposed agenda item shall be placed under the Future Agenda Items of a regular council meeting agenda for the entire council to consider and discuss whether the item shall be included as a New Business item on a future council meeting agenda. A~~

5.3 Staff Resources for Agenda Items. A councilmember may not utilize city staff for the preparation of an item for the agenda without prior direction of the city manager.

5.4 Agenda Item Priority.

5.4.1 Legally required advertised public hearings will have a higher priority over other agenda items scheduled for convenience rather than for statutory or other reasons.

5.4.2 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

5.5 Adding an Item to a Published Agenda.

At any regular or special council meeting, a An item may be placed on ~~a regular council meeting~~ the agenda at the time the presiding officer calls for approval of the agenda (i.e. after the agenda is closed and the notice published) only if the presiding officer or city manager explains the necessity and receives a majority affirmative vote of councilmembers present at ~~a public~~ the meeting.

5.6 Staff Agenda Reports.

Staff agenda reports shall be in a standard format approved by the city council.

5.7 Consent Calendar.

The city manager, in consultation with the presiding officer, shall place matters on the consent calendar that:

5.7.1 have been previously discussed or policies have been set by the council; or

5.7.2 are based on the information delivered to members of the council, by the administration, and can be reviewed by a council member without further explanation; or

5.7.3 are so routine or technical in nature that passage is likely.

5.7.4 Ordinances, resolutions, and motions are all eligible to be placed on the consent calendar.

5.7.5 The motion to adopt the consent calendar shall be non-debatable and have the effect of moving to adopt all items on the consent calendar. Since adoption of any item on the consent calendar implies unanimous consent, any member of the council shall have the right to remove any item from the consent calendar. If any matter is withdrawn, the presiding officer shall place the item at an appropriate place on the agenda for deliberation at the current or a future council meeting.

5.8 Order of Business for Regular Meetings.

The suggested order of business for each regular council meeting should be as follows:

Call to Order

Roll Call, Flag Salute

Approval of Agenda
Public Communication
Public Comment
Approve Consent Agenda:
 Approval of Minutes of Previous Meetings and Approval of Payroll/Claims
 Reports of Commissions
 Public Hearing
Continued Business
New Business
Future Agenda Items
Council/Staff Comments
Public Comment
Executive Session
Adjournment

5.9 Order of Business for Study Sessions.

The suggested order of business for each study session should be as follows:

Call to Order
Approval of Agenda
Discussion
Adjournment

5.10 Public Comment.

- 5.10.1** During regular meetings of the council, public comments will be invited during the public comment portion(s) of the agenda. The public is also invited at any time to provide written comment on any non-quasi-judicial or legislative matter. It is encouraged that such written comments be filed with the city clerk by 12:00pm of the Thursday preceding the meeting. If written comments are given at the meeting, the presenter should provide ten (10) copies for the council, city manager, city clerk, and city attorney.
- 5.10.2** In addition, public oral testimony may be taken on other non-quasi-judicial or legislative matters as they arise during the course of the meeting agenda. However, once a motion is pending, debate is limited to council members and no further public comment will be taken, unless a council member requests further testimony.
- 5.10.3** Public comments should be limited to no more than four (4) minutes per person. No person may donate time to another person. If additional time is needed, a person may request that the council place an item on a future agenda as time allows.

5.10.4 If many members of the public would like to comment on a particular topic, the presiding officer may encourage or require potential commenters to consolidate their comments and choose a limited number of spokespersons to speak on behalf of the group. If potential commenters are required by the presiding officer to consolidate their comments and choose a spokesperson, the presiding officer may allow the spokesperson(s) to speak for a longer designated period of time.

5.10.5 Except for as provided in 5.10.4 above, members of the public may not share or give speaking time to other commenters.

5.10.6 The presiding officer may limit the total time for public comments and may, if many members of the public want to comment about a particular issue, continue the matter to another time.

5.11 Public Hearing.

A~~The~~ p~~u~~b~~li~~c~~ h~~ea~~ri~~ng is a formal opportunity for individuals to give their views for consideration in the legislative or policy-decision-making process. In addition, public hearings are required on quasi-judicial actions, which determine the legal rights, duties, or privileges of specific parties. The following rules shall be observed during public hearings:~~~~~~~~

5.11.1 Legislative/Information Gathering Public Hearings

- **Open Public Hearing**—The presiding officer will open the public hearing.
- **Staff Presentation**—For an initial presentation of background information from a city department, a city board, commission, or committee, no more than twenty (20) minutes will be allowed, unless authorized by the presiding officer.
- **Public Comments**—Comments will be limited to four (4) minutes per speaker. Any individual or group may request of the council additional time to speak if such request is submitted in writing no later than the day prior to the subject meeting. Such request shall be subject to council approval. The presiding officer may allow additional time for receipt of written testimony, when needed.
- **Staff Comments**—Additional staff comments may be requested by Council following public comments.
- **Close Public Hearing**—At the conclusion of Public or Staff Comments, the Presiding Officer will close the public hearing.
- **Council Deliberation**
- **Council Action**
- **Timekeeper**—The city clerk shall be the timekeeper.

5.11.2 Quasi-Judicial Public Hearings

No Public oral testimony shall be given on quasi-judicial matters outside of a public hearing except on matters of procedure. If a quasi-judicial hearing is on the agenda, the public will be informed by the city attorney as to what state law permits as to public

comments. In addition, quasi-judicial hearings will be conducted in conformance to procedures outlined in other city ordinances.

6.0 COUNCIL MEETINGS: PARLIAMENTARY PROCEDURES

6.1 Parliamentarian / Governing Procedure.

The city attorney, in consultation with the city clerk, shall decide all questions of interpretations of these Rules and other questions of a parliamentary nature which may arise at a council meeting. All cases not provided for in these Rules shall be governed by the current edition of "Robert's Rules of Order", a copy of which is maintained in the office of the city clerk. In the event of a conflict, these Rules shall prevail.

6.2 Presiding Officer. The presiding officer shall:

6.2.1 Observe and enforce all rules adopted by the council;

6.2.2 Call all meetings to order and keep to the order of business;

6.2.3 Preserve order and decorum in the council chambers in accordance with these Rules;

6.2.4 Recognize councilmembers in the order in which they request the floor, giving every councilmember who wishes an opportunity to speak, and control discussion in an orderly manner, require speakers to speak to the question; and

6.2.5 Put motions to a vote and announce the outcome.

6.2.6 The presiding officer may participate in all deliberations of the council in the same manner as any other members and is expected to vote in all proceedings, unless a conflict of interest exists. The presiding officer may not move an action, but may second a motion.

6.3 Motions.

6.3.1 Motion Required. Prior to discussion of an action item, a councilmember should make a motion, which is seconded by another councilmember, on the topic under discussion. If the motion is not seconded, it dies.

- Motions that do not require a second: nominations, withdrawal of a motion, request for a roll call vote, and point of order.
- Motions shall be clear and concise and not include arguments for the motion.

- 6.3.2 Request for Written Motions.** Motions shall be reduced to writing when requested by the Presiding Officer or any member of the council. All resolutions and ordinances shall be in writing.
- 6.3.3 Discussion on Motion.** After a motion has been made and seconded (if required), councilmembers may discuss their opinions on the issue prior to the vote. If they wish to do so, they may state why they will vote for or against the motion.
- 6.3.4 Withdrawal of Motion.** A motion may be withdrawn by the maker of the motion, at any time, without the consent of the council.
- 6.3.5 Motion to Amend.** A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting. A motion to amend requires a second and a majority to pass.
- 6.3.6 Motion to Table.**
- Non-debatable.
 - Requires a majority to pass.
 - If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future meeting, at which time discussion can continue.
 - If an item is tabled, it cannot be reconsidered at the same meeting.
- 6.3.7 Motion to Postpone to Time Certain.**
- Debatable.
 - Amendable.
 - Requires a majority to pass.
 - The motion being postponed must be considered at a later time in the same meeting or a specific future meeting.
 - May be reconsidered at the same meeting.
- 6.3.8 Motion to Postpone Indefinitely.**
- Debatable. The merits of the main motion may also be debated.
 - Not amendable.
 - Requires a majority to pass.
 - May be reconsidered at the same meeting.
- 6.3.9 Calling the Question.**
- A successful motion to call for the question shall close debate on the main motion.
 - Non-debatable.
 - Requires a second and two-thirds (2/3) vote.
 - Debate on the main motion is reopened if the motion to call the question fails.

6.3.10 Motion for Reconsideration.

- After the motion has been decided, any councilmember who voted in the majority (i.e. if a motion passed, a councilmember who voted in favor of the motion; or, if the motion failed, a councilmember who voted against the motion) may move for a reconsideration of the motion.
- The motion for reconsideration must be made at the same or next regular council meeting.
- Non-debatable.
- Not amendable.
- Requires a majority to pass.

6.3.11 Council Consensus. When the council concurs or agrees with an item that does not require a formal motion, the mayor will summarize the council's consensus at the conclusion of the discussion.

6.4 Voting on Motions.

6.4.1 Motion Restated. When the discussion is concluded, the presiding officer shall repeat the motion prior to voting. The city council votes on the motion as restated.

6.4.2 Voice Vote. Unless otherwise provided for by statute, ordinance, resolution, or these Rules, all votes shall be taken by voice, except that at the request of any councilmember, a random roll call vote shall be taken by the city clerk.

6.4.3 Declaring Motion Passes or Fails. If the vote is unanimous, the presiding officer shall state that the motion has been passed unanimously according to the number of councilmembers present, such as "7-0" or "6-0." If the vote is not unanimous, the presiding officer shall state the number of councilmembers voting in the affirmative and the number voting in the negative and whether the motion passes or fails.

Once the vote has been taken, the discussion is closed. It is not necessary for councilmembers to justify or explain their vote. If they wish to make their positions known, this should happen during the discussion preceding the vote.

6.4.4 Tie Votes. In case of a tie vote on any motion, the motion shall be considered lost and fails.

6.4.5 Abstention. Although it is the duty of each councilmember to vote on final action items, he or she cannot be compelled to vote, and thus he or she may abstain. The councilmember shall indicate their abstention to the presiding officer prior to any discussion begins on the motion. The abstaining council member shall then not be permitted to participate in the discussion or vote on the motion. The abstention shall be recorded by the city clerk and not included in the vote tally.

6.4.6 Recusal. If a councilmember has a conflict of interest or an appearance of fairness question under state law, the councilmember may recuse themselves from the issue and shall leave the council chambers during discussion and voting on the issue. That councilmember shall be considered absent when voting occurs.

6.4.7 Silence. If a councilmember is silent on a vote (i.e. is present and does not abstain or recuse themselves pursuant to this section but also does not cast a vote for the motion), it shall be recorded as an affirmative vote.

6.4.8 Proxy Votes. No vote may be cast by proxy.

7.0 COUNCIL MEETINGS: MISCELLANEOUS

7.1 General Decorum.

7.1.1 Councilmembers. While the council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council, nor disrupt any member while speaking, nor refuse to obey the orders of the council or the Presiding Officer, except as otherwise provided in these Rules.

7.1.2 Public. Any person making personal or slanderous remarks or who becomes disorderly while addressing the council or while in the council chamber while the council is in session shall be asked to leave by the Presiding Officer.

7.2 Dissents and Protests. Any council member shall have the right to express dissent from or protest against any ordinance or resolution of the council and have the reason therefore entered in the minutes.

7.3 Forms of Address. The mayor shall be addressed as "Mayor (surname)," "Your Honor," or Mr./Madam Mayor. Members of the council shall be addressed according to their preference as "Councilmember (surname)," Councilor (surname)," or Mr./Mrs./Miss/Ms. (surname).

7.4 Seating Arrangement. The mayor shall sit at the center of the council, and the mayor pro tem shall sit adjacent to the mayor. Other council members are to be seated in a manner acceptable to the council. If there is a dispute, seating shall be in position order.

8.0 CITY COUNCIL ADVISORY BODIES

The council’s advisory bodies provide an invaluable service to the city. Their advice on a wide variety of subjects aids the council in the decision-making process. Effective public participation is an invaluable tool for local government.

8.1 Establishment of Advisory Bodies; Dissolution.

8.1.1 The city council may establish advisory bodies (including, but not limited to commissions, committees, boards, and task forces) by resolution or, if required by state statute, ordinance. The enacting resolution (or ordinance) will set forth the size of each advisory body, which will be related to its duties and responsibilities, the term of office of its members; a statement of its purpose and function; and time lines, if relevant to the scope of work.

8.1.2 Limitations on Authority. All advisory bodies established by the city council are advisory to the city council and are not authorized to take independent action representing the city with other agencies or bodies.

8.1.3 OPMA. All advisory bodies shall comply with the requirements of the Open Meetings Act (RCW Section 42.30).

8.1.4 Dissolution. The council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason. Such dissolution shall be by resolution (or ordinance, if the body was originally established by ordinance) of the city council.

8.2 Appointment to Advisory Bodies.

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

8.2.2 Applicant Requirements. Applicants are urged to be residents of the City of Covington, but applications from individuals living outside of the corporate boundaries of the city may be considered if authorized by the resolution or ordinance establishing the advisory body.

8.2.3 Applicant Interviews and Appointment.

- The city council will endeavor to interview all applicants for an available advisory position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole based upon a failure to meet the basic qualifications as set forth in the applicable resolution or ordinance or when the gross number of applicants is so large as to be an undue burden on the council's schedule.
- All interviews for available advisory 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 advisory body 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 advisory position, unless otherwise determined by a majority of the council.
- Appointments to advisory bodies will be made during a regularly scheduled council meeting.
- Upon appointment, new appointees to advisory bodies will receive a briefing by the applicable commission, committee, or task force chairperson and/or city staff regarding the duties and responsibilities of the members of their respective advisory body.

8.3 Removal of Appointees. Appointees to advisory bodies may be removed prior to the expiration of their term of office, for any reason, by a supermajority vote (five council members) of the city council as a whole.

8.4 Exit Interviews. The council shall may annually appoint a committee of three (3) or fewer council members to conduct exit interviews of all departing appointees of council-appointed advisory bodies. The city clerk shall prepare and maintain standard questions for the committee's use. Should the council not appoint an exit interview committee pursuant to this subsection, an exit questionnaire, approved by the city council, shall be provided to a departing appointee for their voluntary completion.

8.5 Council Relations with Advisory Bodies. To avoid any undue influence on the city's advisory bodies, and to prevent unauthorized or misrepresented communications between the council and advisory bodies, council members are prohibited from attending any meeting of the city's advisory bodies in an official capacity unless specifically authorized to attend by a consensus of

the city council. Further, council members are strongly encouraged to not attend any meeting of the city's advisory bodies in an unofficial capacity. If a council member chooses to attend a meeting of any of the city's advisory bodies in an unofficial capacity, he/she shall expressly state that he/she is attending and/or speaking in a personal capacity only and is in no way representing the opinions or position of the city council as a whole.

9.0 PUBLIC COMMUNICATION & REPRESENTATION

- Councilmembers who meet with, speak to, or otherwise appear before a community group or another governmental agency or representative must clearly state if his or her statement reflects their personal opinion or if it is the official stance of the city, or if this is the majority or minority opinion of the council.
- When councilmembers represent the city or attend meetings in an official capacity as councilmember, they must support and advocate the official city position on an issue, not a personal viewpoint.
- Once the city council has taken a position on an issue, all official city correspondence regarding the issue will reflect the council's adopted position.
- City letterhead shall not be used for correspondence of councilmembers representing a dissenting point of view from an official council position.
- As a matter of courtesy, letters to the editor, or other communication of a controversial nature, which do not express the majority opinion of the council, shall be distributed to the full council so that councilmembers may be made aware of the impending publication.

Consent Agenda Item C-4

Covington City Council Meeting

Date: June 14, 2016

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT FUNDING PROJECT AGREEMENT FOR DESIGN AND CONSTRUCTION OF COVINGTON COMMUNITY PARK PHASE 2.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):

1. Proposed WWRP Project Agreement

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

In March 2014 the City Council authorized staff to apply for grants to fund the design and construction of Phase 2 of Covington Community Park. The application to the Washington State Recreation and Conservation Office (RCO) in the Washington Wildlife and Recreation Program (WWRP) was highly ranked and subsequently funded by the state legislature. Approving this motion authorizes the city manager to sign the proposed project agreement (Attachment 1), thus providing \$500,000 toward the design and construction cost of CCP Phase 2, but also creating significant obligations.

In signing the project agreement the city is committing to design, build and maintain the park and accept certain perpetual obligations. The project description in the agreement states that the project is to construct Phase 2 of Covington Community Park that meets the high priority recreation needs by developing an outdoor performance stage and grass seating area, trails, picnic shelters, outdoor fitness equipment, tennis court, parking, restrooms and associated road improvements.

This project agreement creates ongoing obligations in perpetuity. The agreement stipulates that project facilities, such as the stage, seating area, trails, outdoor fitness equipment, tennis court, restrooms and parking lot, cannot be converted to other uses during their normal operating life. The city is required to maintain the facilities in a safe condition throughout their life to prevent undue deterioration and so they appear attractive and inviting to the public.

The timeline for the project is to complete design and bid specifications by the end of this year, bid the project in the winter of 2016-2017, with construction completed by fall 2017. The park outside the construction zone will remain open during construction. When construction is completed the entire park will reopen.

ALTERNATIVES:

1. Authorize the City Manager to execute the project agreement at this time.
2. Do not authorize the City Manager to execute the project agreement. The WWRP grant is a necessary component of construction funding for Covington Community Park Phase 2. If the Project Agreement is not approved, the city cannot proceed with construction.

FISCAL IMPACT:

Revenue from this RCO - WWRP grant is \$500,000. The total project cost listed in the grant contract is \$3,045,100. City funds of \$354,510 are from the general fund being split between 2016 and 2017. The 2016 amount was approved by Council, but 2017 funding will need to be considered for approval during the 2017 budget process. This funding, along with grant funds from the RCO Land and Water Conservation Fund (LWCF) and the Washington State Department of Commerce will also be utilized on this project.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to sign the RCO Project Agreement for design and construction of Covington Community Park Phase 2 in substantial form as that presented.

REVIEWED BY:

Parks and Recreation Director, Finance Director, City Attorney, City Manager

Project Sponsor: City of Covington

Project Number: 14-1616D

Project Title: Covington Community Park Phase 2

Approval Date: 7/10/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Covington (sponsor), 16720 SE 271st St Ste 100, Covington, WA 98042 and shall be binding on the agents and all persons acting by or through the parties. The sponsor's Data Universal Numbering System (DUNS) Number is 185301301.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account and ORA of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Covington will use this grant to construct Phase 2 of a community park to provide passive and active recreation and outdoor educational opportunities. This project will develop a outdoor performance stage and grass seating area, trails, picnic shelters, outdoor fitness equipment, tennis court, parking and restrooms. These improvements will help meet the outdoor recreation needs of this young and growing park system by providing a location for community events, expanding the trail system and making available passive and active recreation facilities. All of these elements are called out as priorities in City's Parks, Recreation and Open Space Plan and are included in the overall Master Plan for this park.

Covington needs a developed community park to meet the high priority need of community events, which is one of the top ranked recreation needs. Covington does not yet have a suitable location to hold public events and families are forced travel to other cities' and county facilities or attend events in large commercial or church parking lots. The City's population has grown 40% since incorporation and needs more than the existing eight miles of community trail to serve the exercise, recreation and transportation needs of our current residents.

Expanding Covington Community Park for active use will address a long term dream of citizens who have been working on this project since 2003, when the property was donated to the City.

D. PERIOD OF PERFORMANCE

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award for this project shall not exceed \$500,000.00. RCO shall not pay any amount beyond that approved for grant funding of the project and within the RCO's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - RRG Local Parks	14.10%	\$500,000.00	State
Project Sponsor	85.90%	\$3,045,100.00	
Total Project Cost	100.00%	\$3,545,100.00	

G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

In anticipation of funding of grant agreement number 14-1537 through the Land and Water Conservation Fund, the following special condition shall apply:

Archaeological, Historic, and Cultural Resource Consultation

This project is subject to the National Historic Preservation Act, Section 106, and therefore appears to be exempt from Governor's Executive Order 05-05 Archaeological and Cultural Resources (EO 05-05) as described in Section 8 of this project agreement. In order for this project to be exempt from EO 05-05, the Section 106 Area of Potential Effect (APE) must include all ground-disturbing activities subject to this project agreement, including any staging area. A "Notice to Proceed" from RCO will be required before ground-disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract.

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Angie Feser
Title: Parks Planner
Address: Parks and Recreation Dept.
16720 SE 271st St #100
Covington, WA 98042
Email: afeser@covingtonwa.gov

Office

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 14-1616D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Covington

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ /s/ _____

Assistant Attorney General

Date: August 26, 2015

Standard Terms and Conditions of the Project Agreement

Table of Contents	Page
SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS.....	6
SECTION 2. PERFORMANCE BY THE SPONSOR.....	7
SECTION 3. ASSIGNMENT.....	7
SECTION 4. RESPONSIBILITY FOR PROJECT.....	7
SECTION 5. INDEMNIFICATION.....	7
SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR.....	8
SECTION 7. CONFLICT OF INTEREST.....	8
SECTION 8. COMPLIANCE WITH APPLICABLE LAW.....	8
SECTION 9. RECORDS.....	9
SECTION 10. PROJECT FUNDING AND COSTS.....	9
SECTION 11. PROJECT REIMBURSEMENTS.....	10
SECTION 12. ADVANCE PAYMENTS.....	11
SECTION 13. RECOVERY OF PAYMENTS.....	11
SECTION 14. COVENANT AGAINST CONTINGENT FEES.....	11
SECTION 15. INCOME AND USE OF INCOME.....	11
SECTION 16. PROCUREMENT REQUIREMENTS.....	12
SECTION 17. TREATMENT OF EQUIPMENT.....	12
SECTION 18. RIGHT OF INSPECTION.....	12
SECTION 19. STEWARDSHIP AND MONITORING.....	12
SECTION 20. PREFERENCES FOR RESIDENTS.....	12
SECTION 21. ACKNOWLEDGMENT AND SIGNS.....	13
SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.....	13
SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS.....	13
SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES.....	14
SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS..	15
SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.....	15

SECTION 27.	PROVISIONS FOR FEDERAL SUBAWARDS ONLY.....	16
SECTION 28.	PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM PROJECTS ONLY.....	17
SECTION 29.	ORDER OF PRECEDENCE.....	21
SECTION 30.	LIMITATION OF AUTHORITY.....	21
SECTION 31.	WAIVER OF DEFAULT.....	21
SECTION 32.	APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH.....	21
SECTION 33.	SPECIFIC PERFORMANCE.....	21
SECTION 34.	TERMINATION.....	21
SECTION 35.	DISPUTE HEARING.....	22
SECTION 36.	ATTORNEYS' FEES.....	22
SECTION 37.	GOVERNING LAW/VENUE.....	22
SECTION 38.	PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR.....	22
SECTION 39.	SEVERABILITY.....	23

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all Parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.
- applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds.
- application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
- C.F.R.** - Code of Federal Regulations
- contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).
- development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.
- director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.
- education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.
- education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.
- equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).
- indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).
- landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
- maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.
- maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.
- match or matching share** - The portion of the total project cost provided by the sponsor.
- milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.
- pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, the RCO is the pass-through or is acting as the pass-through entity on behalf of another state agency as identified in Section A: Parties to the Agreement.
- period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).
- planning project** - A project that results in an assessment, inventory, study, plan, project designs, constructions plans and specifications or permits.
- pre-agreement cost** - A project cost incurred before the period of performance.
- project** - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.
- project cost** - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).
- RCO** - Recreation and Conservation Office - The state office that administers the grant under this Agreement .
- reimbursement** - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.
- renovation project** - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.
- restoration project** - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.
- RCW** - Revised Code of Washington

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding Amount.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 29: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the RCO undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The RCO undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from an alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or

any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or 28B.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and the RCO policies regardless of whether the sponsor is a public or non-public organization.

Pursuant to RCW 43.21C.0382, all of RCO's activities and programs are exempt from threshold determinations and environmental impact statement requirements.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall not discriminate against users of projects assisted with board funds on the basis of race, creed, color, sex, religion, national origin, disability, marital status, or sexual orientation and must comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the RCO. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington, which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
- C. **Archaeological and Cultural Resources.** The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The RCO requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. **Debarment and Certification.** By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. **Maintenance.** The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06. By submitting any record to the state, sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING AND COSTS

- A. **Additional Amounts.** The RCO shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the director and incorporated by written amendment into this Agreement.
- B. **Before the Agreement.** No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by RCO policy or the director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. **Requirements for Federal Subawards.** Pre-agreements costs before the federal award date in Section F: Project Funding Amount are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding Amount.

Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.

- B. **Escrow Payments.** Direct payment to an escrow account of the RCO's share of the approved cost of real property and related costs may be made following RCO approval when the sponsor indicates a temporary lack of funds to purchase the property on a reimbursement basis. Prior to release of the RCO's share into escrow, the sponsor must provide the RCO with a copy of a binding agreement between the sponsor and the seller, all required documentation, and evidence of deposit of the sponsor's share into an escrow account.
- C. **Reimbursement Request Frequency.** Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- D. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- E. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed;
 8. Fiscal transactions are complete; and
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- F. **Sources of Eligible Match.** Applicant resources used to match board funds must be eligible in the grant program. Sources of matching resources include, but are not limited to, any one or more of the following:
1. Appropriations and cash;
 2. Value of the applicant's expenses for labor, materials, and equipment;
 3. Value of donated real property, labor, services, materials, and equipment use; and
 4. Other state or federal funds.
- G. **Requirements for Federal Subawards: Match.** The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.

- H. **Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

SECTION 13. RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, an applicable report from the state auditor's office, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. **Requirements for Federal Subawards.** The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).
- D. **Deposit in State Account.** Any recovery of payments in this section will be deposited to the appropriate state account as identified in Section F: Project Funding.

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. **Income.**
1. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 2. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored if the fees are consistent with the:
 - a. Value of any service(s) furnished;
 - b. Value of any opportunities furnished; and
 - c. Prevailing range of public fees in the state for the activity involved.
- B. **Use of Income.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
1. The sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by this project;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 5. Capital expenses for similar acquisition and/or development and renovation.
- C. **Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the date for submittal of bids/proposals;
 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

- B. **Requirements for Federal Subawards.** For all Federal subawards, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

SECTION 17. TREATMENT OF EQUIPMENT

- A. **Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. **Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to the RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the RCO right to inspect and access lands acquired or developed with funding assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the RCO discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in the RCO policy or waived by the director.
- C. **Ceremonies.** The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 - 1. The fund source;
 - 2. The percentage of the total costs of the project that is financed with federal money;
 - 3. The dollar amount of federal funds for the project; and
 - 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. **Document Review and Approval.** The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval.
- B. **Control and Tenure.** The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. **Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to RCO policy.
- B. **Evidence of Title.** The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, RCW 8.26, and WAC 468-100.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
4. **Condemnation.** Acquisition of real property through or as a direct result of condemnation is not eligible for funding in this Agreement. Acquisition of real property must be on a willing-seller basis.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

G. Hazardous Substances.

1. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The sponsor will defend, protect and hold harmless the RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

A. Restriction on Conversion. The sponsor shall not at any time convert any real property (including any interest therein) acquired, or facility developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the RCO in compliance with applicable statutes, rules, and RCO policies.

It is the intent of the RCO's conversion policy, current or as amended in the future, that all real property acquired or any project facilities developed, maintained, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in Section E: On-going Obligations or as approved by the RCO.

B. Conversions Defined. A conversion occurs under any of the following circumstances:

1. **Conveyance.** Interests in real property are conveyed for purposes inconsistent with the intent of the Agreement and the funding source. Interests in real property include, but are not limited to, options, rights of first refusal, conservation easements, leases, and mineral rights.
2. **Use.** Non-eligible uses (public or private) are made of the project area or a portion of the project area,
3. **Eligibility.** Non-eligible facilities are developed with the project area without prior approve of the RCO.
4. **Termination of Use/Non-Conformance.** The property acquired or the project developed or restored no longer meets or conforms to the purpose of this Agreement or the funding source.
5. **Public Access.** Closure of public access sites is for longer than 180 consecutive days.

- C. **Remedies for a Conversion.** The RCO shall only approve a conversion when the sponsor has demonstrated the following:
1. All practical alternatives to the conversion have been evaluated and rejected; and
 2. The sponsor agrees to replace the entire project area or the portion of the project area affected by the conversion and assume the obligations described in Section E: On-going Obligations on the replacement property or facilities. The replacement must:
 - (a) Be of equivalent or greater usefulness and location as the original project in this Agreement;
 - (b) Be managed by the sponsor unless otherwise approved by the RCO;
 - (c) Be eligible to receive a grant from the source of funds from which this project was originally funded, unless otherwise authorized by RCO;
 - (d) If an acquisition project, be interest in real property of at least equal market value and public benefit at the time of replacement;
 - (e) If a development, renovation, or maintenance project, provide a facility of at least equal market value and public benefit as that which existed at the time of the original investment of RCO funds; and
 - (f) If a restoration project, provide restoration activities necessary to replicate the ecological benefit intended by the project; and
 3. Publish a notice of the proposed conversion and replacement and provide the public an opportunity to comment;
- D. **Change of Use.** When approved by RCO, certain activities within the eligible scope activities of this project may be removed from this Agreement without invoking a conversion. Removing activities is allowed when the RCO determines that the activities are not needed or cannot be retained due to one or more of the following conditions:
1. Obsolescence,
 2. Extraordinary vandalism,
 3. Acts of nature,
 4. Designed useful service life expectancy reached,
 5. Fire,
 6. Property or property rights lost as a result of legal action, or
 7. National Trails System Act reversion order.
- E. **Documentation.** Any conversion or change of use will be documented through a formal written amendment to this Agreement and signed by RCO and the sponsor.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the RCO funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution, the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

- F. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. **Procurement of Recovered Materials.** A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. **Required Insurance.** The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. **Debarment and Suspension (Executive Orders 12549 and 12689).** The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. **Cost Principles.** The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. **Audit Requirements.** The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding Amount.
3. **Hotel-Motel Fire Safety Act.** Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. **Recycled Paper**
 - a. **Institutions of Higher Education Hospitals and Non-Profit Organizations.** In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
 - b. **State Agencies and Political Subdivisions.** In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. **State and Local Institutions of Higher Education and Non-Profit Organizations.** In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

- d. **State Tribal and Local Government Recipients.** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. **Lobbying.** The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. **Part 30 Recipients.** All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.
- Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- b. **Lobbying and Litigation.** The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. **Suspension and Debarment.** The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

7. **Drug-Free Workplace Certification.** The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
- a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
- b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
8. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
9. **Reimbursement Limitation.** If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.
10. **Trafficking in Persons.** The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. **DUNS and CCR Requirements.** Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the Central Contractor Registry (CCR) until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.

The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

12. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.
13. **Disadvantaged Business Enterprise Requirements, General Compliance.** The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
14. **Sub-Awards.** If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
 - a. Establish all sub-award agreements in writing;
 - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
15. **Federal Employees.** No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
16. **Fly America Act.** The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
17. **Recovered Materials.** The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
18. **Copeland "Anti-Kickback" Act.** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
19. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

20. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
21. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
22. **FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions.** This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. **Semi-Annual Financial and Ecosystem Accounting Tracking System (FEATS) Performance Reports.** The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - (a) Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - (b) The reasons for slippages if established outputs/outcomes were not met; AND
 - (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 calendar days after the end of each reporting period.

2. **Final Performance Report.** In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. **Recognition of EPA Funding.** Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT [EPA agreement number] TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. **Copyrighted Material.** EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. **Peer Review.** The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator: Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 29. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. The RCO policies and procedures.

SECTION 30. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 31. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 32. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 33. SPECIFIC PERFORMANCE

The RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 34. TERMINATION

The RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all the RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

- A. **For Cause.** The director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
 1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
 2. If the sponsor fails to make progress satisfactory to the director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 35. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the Parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the director.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the Parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The Parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of an affected Party to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the Parties.

SECTION 36. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 37. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise, venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 38. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the RCO (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those Parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the Parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the Parties. Any money judgment or award against a Tribe, tribal officers, employees, and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F: Project Funding Amount of the Agreement in order to satisfy the judgment.

- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the Parties. In any enforcement action, the Parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 39. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: City of Covington

Project Number: 14-1616

Project Title: Covington Community Park Phase 2

Project Type: Development

Program: RRG Local Parks

Approval: 7/10/2015

Project Metrics

Sites Improved

Project acres developed:	4.50
Project acres renovated:	0.00

Development Metrics

Worksite #1, Covington Community Park Property

Buildings and Structures

Construct / install restroom

Number of restrooms:	2 new, 0 renovated
Select the restroom type :	Pads for sani-cans

Construct amphitheater/stage

Number of amphitheaters:	1 new, 0 renovated
Number of amphitheater stages:	1 new, 0 renovated
Select the amphitheater seating type:	Sloped lawn area

General Site Improvements

Construct picnic shelter

Number of group picnic shelters:	2 new, 0 renovated
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Develop paths/walkways

Select the surface of the path/walkway:	Concrete
Linear feet of path/walkway:	860
Walkway lighting provided (yes/no):	No
Number of walkway bridges:	0 new, 0 renovated

Install fencing/barriers

Bollards at drop-off/stage area and vehicular path access. Entry gate/fencing. Signs.

Install signs/kiosk

Number of kiosks:	1 new, 0 renovated
Number of interpretive signs/displays:	0 new, 0 renovated
Number of permanent entrance signs:	1 new, 0 renovated
Number of electronic signs:	0 new, 0 renovated
Project involves installation of informational signs (yes/no):	Yes

Install site furnishings

Landscaping improvements

Acres of landscaped area :	4.50
Select the landscape features:	Grass/turf, Irrigation, Native vegetation, Trees/shrubs

Parking and Roads

Parking development

Number of vehicle parking stalls:	68 new, 0 renovated
Number of vehicle with trailer parking stalls:	0 new, 0 renovated
Number of accessible parking stalls:	
Vehicle with trailers	0
Vehicle	3
Select the parking surfaces :	Asphalt
Select the parking enhancements:	Catch basins, Curbs, Staging area, Striping

Eligible Scope Activities

Site Preparation

General site preparation

includes TESC and earthwork

Sport Courts

Tennis court development

Number of tennis courts:

1 new, 0 renovated

Number of tennis courts with lighting:

0 new, 0 renovated

Surface types for tennis courts :

Pervious

0

Impervious

1

Select the tennis court renovation elements:

Not applicable

Trails

Trail development

Linear miles of trail :

0.34 new, 0.00 renovated

Select the trail surface types:

Asphalt, Crushed rock

0.21 mile of asphalt trail, 0.13 mile of crushed rock trail

Linear miles of boardwalk :

0.00 new, 0.00 renovated

Select the trail structures :

None

Number of trailheads:

0 new, 0 renovated

Utilities

Install power utilities

Select the power utilities:

General service connection

Install stormwater system

Select the stormwater utilities:

Bio filtration swale, Catch basins, Drainage ditches, Oil/water separators, Rain garden, Stormwater line, Stormwater retention ponds

Install water system

Select the water utilities:

Water line

Cultural Resources

Cultural resources

Permits

Obtain permits

NEPA, Critical Area, Traffic Engineering, Drainage, Fire Flow, Tree Removal, Clearing and Grading, ROW Use, Building, Parking Review, Pre-Application

Architectural & Engineering

Architectural & Engineering (A&E)

15% of MACC in consideration of possible on-mitigation design work.

Milestone Report By Project

Project Number: 14-1616 D
Project Name: Covington Community Park Phase 2
Sponsor: Covington City of

X	!	Milestone	Target Date	Comments/Description
		Project Start		
		Design Initiated		
	!	Cultural Resources Complete		Evidence of compliance with Section 106 required, see special conditions
	!	Progress Report Submitted		
		60% Plans to RCO		
		Applied for Permits		
	!	Annual Project Billing		
		SEPA/NEPA Completed		
		All Bid Docs/Plans to RCO		
	!	Special Conditions Met		
		Bid Awarded/Contractor Hired		
	!	Construction Started		
		RCO Interim Inspection		
		50% Construction Complete		
		90% Construction Complete		
		Funding Acknowl Sign Posted		
		RCO Final Inspection		
		Construction Complete		
		Final Billing to RCO		
		Final Report in PRISM		
	!	Agreement End Date		

X = Milestone Complete

! = Critical Milestone

Consent Agenda Item C-5

Covington City Council Meeting

Date: June 14, 2016

SUBJECT: FINAL ACCEPTANCE OF CITYWIDE INTERSECTION SAFETY IMPROVEMENTS PROJECT (CIP 1029).

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Final Contract Voucher Certificate
2. Notice of Completion of Public Works Contract

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:

The Covington City Council awarded the Citywide Intersection and Safety Improvements Project (CIP 1029) to R.W. Scott Construction on January 12, 2016. The project included the construction of safety improvements to nine (9) locations throughout the city. These improvements varied at each location, with some including rechannelization and pavement markings; improved sight distance and crosswalks; and upgraded signs, sidewalks and ADA access points. The intersections included are:

- 1) SE 272nd Street / 168th Place SE
- 2) 168th Place SE / 169th Place SE
- 3) SE 270th Place / 174th Avenue SE
- 4) SE 256th Street / 180th Avenue SE
- 5) SE 267th Street / 192nd Avenue SE
- 6) SE 261st Street / 180th Avenue SE
- 7) SE 268th Street / 164th Avenue SE
- 8) SE Wax Road / 180th Avenue SE
- 9) SE 256th Street / 170th Avenue SE

Council authorized the awarding of the project in the amount of \$211,258.00 to R.W. Scott Construction on January 12, 2016. Council also authorized the approval of a task order with Gray & Osborne for construction management support for this project in the amount of \$10,170.

With careful construction, the contractor avoided damaging the traffic signal detection loops at SE 256th and 180th Ave SE, saving \$11,000 in replacement costs. This allowed us to deliver the project for \$9,542.17 under the bid amount.

Completion of all contract work was completed on April 7, 2016. The contractor has since submitted to the city all documentation required by the project contract and required by law, including all intents and affidavits for payment of prevailing wages, final contract voucher certificate.

FISCAL IMPACT:

The project was completed under budget. The breakdown of the Revenue and Expenditures are as follows:

Revenue:

- **Remaining MAP-21 Grant Funds** \$211,673
- **Council Authorized City Contribution** \$21,318

Total Revenue **\$232,991**

Expenditures/Budget:

- **Construction Contract Costs** \$201,716
- **Construction Management Consultant Costs** \$10,170
- **WSDOT Administration Costs** \$1,000

Total Costs **\$212,886**

Under Budget **\$20,105**

The final construction cost for the originally advertised project was \$201,716. With the unused contingency (\$10,563 in the original project award budget) and the traffic detection loop savings, the project came in under budget by \$20,105.

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

Council member _____ moves, Council member _____ seconds, to accept the construction contract with R.W. Scott Construction for the Citywide Intersection and Safety Improvements Project (CIP 1029) as completed, with the date of final acceptance as June 14, 2016.

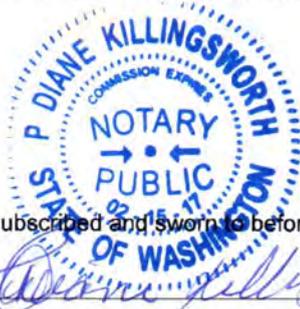
REVIEWED BY: City Manager, City Attorney, Finance Director

ATTACHMENT 1 Final Contract Voucher Certificate

Contractor R.W. Scott Construction Co.			
Street Address 4005 West Valley Highway North			
City Auburn	State WA	Zip 98001	Date
Project Number (Owner) Federal Aid No. HSIP-000S(338)			
Job Description (Title) City-Wide Intersection and Safety Improvements			
Date Work Physically Completed		Final Amount \$198,702.28	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Covington (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Covington (Owner); I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Covington (Owner) for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Covington (Owner) from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



Jeff Scott
 Contractor Authorized Signature Required

Jeff Scott - President

Type Signature Name

Subscribed and sworn to before me this 2nd day of May 2016

Diane Killingsworth Notary Public in and for the State of Washington

Residing at Olympia

City of Covington (Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date _____

[Signature]
Project Engineer

City of Covington (Owner)

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Covington (Owner) for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

FINAL PROGRESS ESTIMATE NO. 1
APRIL 21, 2016

CITY OF COVINGTON
 KING COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 FEBRUARY 29, 2016 TO APRIL 13, 2016

PROJECT:
 CITY OF COVINGTON
 CITY-WIDE INTERSECTION AND SAFETY IMPROVEMENTS
 G&O JOB NUMBER #16421

CONTRACTOR:
 R.W. SCOTT CONSTRUCTION CO.
 4005 WEST VALLEY HIGHWAY NORTH
 AUBURN, WA 98001

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	SPCC Plan	1	LS	\$3,000.00	100.00%	100.00%	\$3,000.00	\$3,000.00	100%
2	Unexpected Site Changes	1	CALC	\$5,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
3	Mobilization	1	LS	\$29,000.00	100.00%	100.00%	\$29,000.00	\$29,000.00	100%
4	Roadway Surveying	1	LS	\$6,000.00	100.00%	100.00%	\$6,000.00	\$6,000.00	100%
5	Licensed Surveying	1	FA	\$500.00	0.00%	0.00%	\$0.00	\$0.00	0%
6	Project Temporary Traffic Control	1	LS	\$28,000.00	100.00%	100.00%	\$28,000.00	\$28,000.00	100%
7	Clearing and Grading	1	LS	\$3,000.00	100.00%	100.00%	\$3,000.00	\$3,000.00	100%
8	Removal of Structure and Obstruction	1	LS	\$29,000.00	100.00%	100.00%	\$29,000.00	\$29,000.00	100%
9	Crushed Surfacing Top Course	110	TN	\$75.00	125.63	125.63	\$9,422.25	\$9,422.25	114%
10	HMA Cl. 1/2" PG 64-22	65	TN	\$300.00	65.29	65.29	\$19,587.00	\$19,587.00	100%
11	Planning Bituminous Pavement	9	SY	\$200.00	12	12	\$2,400.00	\$2,400.00	133%
12	Adjust Catch Basin	1	EA	\$500.00	1	1	\$500.00	\$500.00	100%
13	Erosion/Water Pollution Control	1	LS	\$2,500.00	100.00%	100.00%	\$2,500.00	\$2,500.00	100%
14	Cement Conc. Traffic Curb and Gutter	240	LF	\$26.00	245	245	\$6,370.00	\$6,370.00	102%
15	Cement Conc. Pedestrian Curb	12	LF	\$26.00	15	15	\$390.00	\$390.00	125%
16	Extruded Cement Concrete Curb	160	LF	\$12.00	152	152	\$1,824.00	\$1,824.00	95%
17	Modified Extruded Cement Concrete Curb	340	LF	\$16.00	347	347	\$5,552.00	\$5,552.00	102%
18	Cement Conc. Sidewalk	174	SY	\$40.00	146.3	146.3	\$5,852.00	\$5,852.00	84%
19	Cement Conc. Sidewalk Ramp	7	EA	\$2,000.00	7	7	\$14,000.00	\$14,000.00	100%
20	Detectable Warning Surface w/Concrete Landing	8	EA	\$1,300.00	8	8	\$10,400.00	\$10,400.00	100%
21	Detectable Warning Surface on Asphalt Pavement	4	EA	\$500.00	4	4	\$2,000.00	\$2,000.00	100%
22	Topsoil, Type A	2	CY	\$200.00	8	8	\$1,600.00	\$1,600.00	400%
23	Seeding, Fertilizing and Mulching	60	SY	\$30.00	60.5	60.5	\$1,815.00	\$1,815.00	101%

FINAL PROGRESS ESTIMATE NO. 1
APRIL 21, 2016

CITY OF COVINGTON
 KING COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 FEBRUARY 29, 2016 TO APRIL 13, 2016

PROJECT:
 CITY OF COVINGTON
 CITY-WIDE INTERSECTION AND SAFETY IMPROVEMENTS
 G&O JOB NUMBER #16421

CONTRACTOR:
 R.W. SCOTT CONSTRUCTION CO.
 4005 WEST VALLEY HIGHWAY NORTH
 AUBURN, WA 98001

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
24	Traffic Detection Loops	1	LS	\$11,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
25	Permanent Signing	1	LS	\$5,400.00	100.00%	100.00%	\$5,400.00	\$5,400.00	100%
26	Pavement Marking Removal	1	LS	\$2,200.00	100.00%	100.00%	\$2,200.00	\$2,200.00	100%
27	Paint Line	810	LF	\$0.80	869	869	\$695.20	\$695.20	107%
28	Painted Wide Line	190	LF	\$1.00	183	183	\$183.00	\$183.00	96%
29	Plastic Stop Line	480	SF	\$5.00	378	378	\$1,890.00	\$1,890.00	79%
30	Plastic Crosswalk Line	812	SF	\$4.00	716	716	\$2,864.00	\$2,864.00	88%
31	Painted Bicycle Lane Symbol	2	EA	\$50.00	2	2	\$100.00	\$100.00	100%
32	Tubular Markers	5	EA	\$90.00	5	5	\$450.00	\$450.00	100%
33	Raised Pavement Marker	0.2	HD	\$500.00	0.14	0.14	\$70.00	\$70.00	70%
CHANGE ORDERS:									
CO1	Delete Bid Items 24 and 27.						\$0.00	\$0.00	
CO2	Item 34 - Unsuitable Excavation at Site 8 Item 35 - Remove Concrete Cap, Removal and Replace Fence at Site 4	1	LS	\$964.72	100.00%	100.00%	\$964.72	\$964.72	100%
CO3		1	LS	\$1,673.11	100.00%	100.00%	\$1,673.11	\$1,673.11	100%
CO4							\$0.00	\$0.00	

FINAL PROGRESS ESTIMATE NO. 1
APRIL 21, 2016

CITY OF COVINGTON
 KING COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 FEBRUARY 29, 2016 TO APRIL 13, 2016

PROJECT:
 CITY OF COVINGTON
 CITY-WIDE INTERSECTION AND SAFETY IMPROVEMENTS
 G&O JOB NUMBER #16421

CONTRACTOR:
 R.W. SCOTT CONSTRUCTION CO.
 4005 WEST VALLEY HIGHWAY NORTH
 AUBURN, WA 98001

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$198,702.28	\$198,702.28
SALES TAX (PER W.S. REVENUE RULE NO. 171)	0.00%	\$0.00
MATERIALS ON HAND	\$0.00	\$0.00
TOTAL	\$198,702.28	\$198,702.28
TOTAL EARNED TO DATE		\$198,702.28

LESS AMOUNTS PREVIOUSLY PAID

TOTAL PAYMENT NOW DUE:

\$198,702.28

ORIGINAL CONTRACT AMOUNT
 CONTRACT AMOUNT WITH CHANGE ORDERS 1-2
 CONTRACT PERCENTAGE TO DATE

\$211,258.00
 \$201,715.83
 99%

FINAL PROGRESS ESTIMATE NO. 1
APRIL 21, 2016

CITY OF COVINGTON
 KING COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 FEBRUARY 29, 2016 TO APRIL 13, 2016

PROJECT:
 CITY OF COVINGTON
 CITY-WIDE INTERSECTION AND SAFETY IMPROVEMENTS
 G&O JOB NUMBER #16421

CONTRACTOR:
 R.W. SCOTT CONSTRUCTION CO.
 4005 WEST VALLEY HIGHWAY NORTH
 AUBURN, WA 98001

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A
 TRUE AND CORRECT STATEMENT OF THE
 WORK PERFORMED UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.


 IAN STAFFORD, P.E.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN
 ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES) AND
 THE FEDERAL DAVIS-BACON AND RELATED ACTS (DBRA).

R.W. SCOTT CONSTRUCTION CO.


 CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL PERIOD	SALES			TOTAL PAYMENT
			EARNED PER PERIOD	SALES TAX RATE	TAX AMOUNT	
1	FEBRUARY 29, 2016 TO APRIL 6, 2016	\$198,702.28	0.00%	\$0.00	\$0.00	\$198,702.28
TOTAL:		\$198,702.28		\$0.00	\$0.00	\$198,702.28



NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: _____ Contractor's UBI Number: _____

Name & Mailing Address of Public Agency
UBI Number: _____

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name	Contract Number	Job Order Contracting <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es)		
Federally funded transportation project? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name	E-mail Address	Affidavit ID*
Contractor Address		Telephone #
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name:		Bond Number:
Date Contract Awarded	Date Work Commenced	Date Work Completed
		Date Work Accepted
Were Subcontractors used on this project? If so, please complete Addendum A. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ _____	Liquidated Damages \$	_____
Additions (+)	\$ _____	Amount Disbursed \$	_____
Reductions (-)	\$ _____	Amount Retained \$	_____
Sub-Total	\$ _____		
Amount of Sales Tax _____ (If various rates apply, please send a breakdown)	\$ _____		
TOTAL	\$ _____	TOTAL \$	_____

NOTE: These two totals must be equal

Comments:

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: _____ Title: _____
 Email Address: _____ Phone Number: _____



Consent Agenda Item C-6

Covington City Council Meeting

Date: June 14, 2016

SUBJECT: CONSIDER RESOLUTION UPDATING REAL PROPERTY ACQUISITION AND RELOCATION POLICY, PROCEDURES AND GUIDELINES.

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S):

1. Proposed Resolution
2. Resolution No. 02/53

PREPARED BY: Fred French, Project Engineer

EXPLANATION:

The City has a need to acquire real estate for Capital Improvement Project 1127 – SR 516: Jenkins Creek to 185th Avenue SE. Funding for this project includes city funds, impact fees, and State/Federal Grants. Use of Federal and State Grants requires that certain procedures be followed regarding land acquisition. The Right-of-Way section of the Washington State Department of Transportation (WSDOT) has determined that our existing “Real Property Acquisition and Relocation Policy, Procedures and Guidelines”, adopted in 2002, is out of date and must be updated to allow use of the pending State and Federal funding for CIP 1127.

WSDOT Right-of-Way staff recommends the attached Right-of-Way Procedure document (EXHIBIT A to Resolution). The significant difference between the 2002 document and the WSDOT recommendation for 2016 is that in addition to the federal and state laws cited and reiterated in the 2002 document, the new document continues to reference the federal and state laws and in addition, cites the guidelines developed and administered by WSDOT, specifically the Right-of-Way Manual (M 26-01) and the Local Agency Guidelines (LAG). These guidelines are continually monitored and updated by WSDOT to comply with new federal requirements.

Staff recommends that Council pass the attached Resolution adopting the Right-of-Way Procedures as submitted to update the existing Real Property Acquisition and Relocation Policy, Procedures and Guidelines.

FISCAL IMPACT:

No direct fiscal impact. The policies do set certain financial limits regarding real property acquisitions and signing authorities.

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

Council member _____ moves, Council member _____ seconds, to adopt a resolution in substantial form as that attached hereto, updating the City of Covington’s Real Property Acquisition and Relocation Policy, Procedures and Guidelines, as attached and authorizes the City Manager to execute the policy as needed.

REVIEWED BY: City Manager, City Attorney, Finance Director.

ATTACHMENT 1

RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, REPEALING RESOLUTION NO. 02/53 AND ADOPTING NEW COVINGTON REAL PROPERTY ACQUISITION AND RELOCATION POLICY, PROCEDURES AND GUIDELINES

WHEREAS, the City Council previously passed Resolution No. 02/53 adopting Real Property Acquisition and Relocation Policy, Procedures and Guidelines; and

WHEREAS, the City Council deems it necessary to adopt new Real Property Acquisition and Relocation Policy, Procedures and Guidelines in accordance with the recommendations of the Washington State Department of Transportation; now, therefore,

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

Section 1. Resolution No. 02/53 is hereby repealed in its entirety.

Section 2. The attached Exhibit “A” is hereby adopted as the City of Covington’s Real Property Acquisition and Relocation Policy.

ADOPTED in open and regular session on this 14th day of June, 2016, and signed in authentication thereof.

Mayor Jeff Wagner

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

Right of Way Procedures

The City of Covington, hereinafter referred to as “AGENCY”, desiring to acquire Real Property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY’s request.
 - a. Below is a list of responsible AGENCY positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached is a listing of each individual on the AGENCY staff who currently fill those positions below, and a brief summary of their qualifications pertaining to the specific right-of- way function(s) for which they are listed. This list shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.

- i. PROGRAM ADMINISTRATION :

Oversee delivery of the R/W Program on federal aid projects for the agency. Ensures R/W functions are carried out in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Ensures agency’s approved R/W Procedures are current, including staff qualifications, and provides copies to consultants and agency staff;
- Oversight of R/W consultants;
 - use of consultant contract approved by WSDOT (under construction)
 - management of ROW contracts
 - management of R/W files
 - reviews and approves actions and decisions recommended by consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Approves administrative offer summaries per policy;
- Ensure agency has a relocation appeal process in place prior to starting relocation activities;
- Oversight of Administrative Settlements;
- Obligation authority for their agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.

Public Works Director

Title of AGENCY Position (employee name & qualifications attached)

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use appraiser from WSDOT’s Approved Appraiser List if agency does not have qualified staff;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Qualified Consultant

Title of AGENCY Position (employee name & qualifications attached)

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the agency to make sure they are adequate, reliable, and have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT’s Approved Appraiser List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Qualified Consultant

Title of AGENCY Position (employee name & qualifications attached)

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, and policies and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;

- Prepare administrative settlement justification and obtain approval;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with R/W plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each acquisition.

Qualified Consultant

Title of AGENCY Position (employee name & qualifications attached)

v. RELOCATION:

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Qualified Consultant

Title of AGENCY Position (employee name & qualifications attached)

vi. PROPERTY MANAGEMENT:

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep R/W free of encroachments;

- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the R/W.

Public Works Director

Title of AGENCY Position (employee name & qualifications attached)

- b. Any functions for which the AGENCY does not have qualified staff, the Agency will contract with another local agency with approved procedures, an outside contractor, or the Washington State Department of Transportation (WSDOT). An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person approved to negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
 - c. An AGENCY wishing to take advantage of an Appraisal Waiver (aka Administrative Offer Summary or AOS) procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
 - d. Attached is a copy of the AGENCY’s administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
 3. Approval of the AGENCY’s procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Regan Bolli, City Manager

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

WAIVER OF APPRAISAL PROCEDURE

The City of Covington, hereinafter referred to as “AGENCY”, desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The AGENCY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the Public Works Director for approval.
- C. The City Manager signs the AOS authorizing a first offer to the property owner(s).

APPROVED:

AGENCY

By: _____
City Manager

Local Programs Right of Way
Manager

CITY OF COVINGTON

ADMINISTRATIVE SETTLEMENT POLICIES

Administrative settlements that exceed Fair Market Value (FMV) as established through the appraisal process, and in accordance with LAG Manual section 25.11, Administrative Settlement Guidelines, shall be documented and thoroughly justified, and shall be set forth in writing.

Administrative Settlements shall be subject to the following levels of approval authority: Project Managers shall be authorized to offer up to 10% above FMV, not to exceed \$2,500. The Public Works Director/City Engineer or designee shall have the authority to make administrative settlements up to 25% above FMV, not to exceed to \$7,500. The City Manager or designee is authorized to approve administrative settlements not to exceed to \$30,000. City Council will approve any administrative settlements over \$30,000.

APPROVED: City of Covington

By: _____
Regan Bolli, City Manager

Date

QUALIFIED AGENCY PERSONNEL

AGENCY: City of Covington

The following personnel are qualified for the AGENCY’S Right-of Way “Program Administration” and “Property Management” in accordance with their identified Job Title Responsibilities and as required by the Washing State Department of Transportation Local Agency Guidelines Manual.

Job Title	Personnel Name	Qualifications
Public Works Director	Don Vondran, PE	<ul style="list-style-type: none"> • 24 years of Public Agency experience specializing in all aspects of project development. • 14 years as a Licensed Professional Civil Engineer. • 13 years of experience in municipal government. • Managed and directed all aspects of city public works projects. This includes planning, design, ROW plans, legal exhibits, condemnation process, relocation, construction, inspection, documentation and administration. • Project Manager on 7 capital improvement projects that involved ROW acquisition. Two of which involved federal funding.
City Engineer	Bob Linskov, PE	<ul style="list-style-type: none"> • 14 years of WSDOT/Public Agency experience specializing in transportation engineering. • 7 years as a Licensed Professional Civil Engineer. • 2 years of experience in municipal government. • Knowledge in design, construction, and operations of roadside safety devices, data collection devices, and traffic signals. • Evaluated operational concerns on State highways using accident analysis, roadside risk analysis, capacity analysis, speed studies, contract histories, right-of-way research, field condition assessments, and video surveillance. • Involved with multiple federally funded projects.
Special Projects	Fred French, PE	<ul style="list-style-type: none"> • 33 years of experience in municipal government. • 36 years as a Licensed Professional Civil Engineer. • Directed all aspects of city public works projects. Including planning, design, ROW acquisition, inspection, documentation and administration.

RESOLUTION NO. 02/53

A RESOLUTION OF THE CITY OF COVINGTON, KING COUNTY,
WASHINGTON, ADOPTING REAL PROPERTY ACQUISITION AND
RELOCATION POLICY, PROCEDURES AND GUIDELINES.

WHEREAS, in order to maintain and/or improve existing services and build newly approved capital projects and to meet the current and future requirements and goals of the City of Covington Comprehensive Growth Management Plan and Vision Statement, and for the betterment of the City and its citizens, it will be necessary for the City to acquire real property from time to time; and

WHEREAS, the acquisition of property could, in certain cases, result in the dislocation of property owners, businesses, tenants, and individuals located within buildings on such real property; and

WHEREAS, it is the City's intent to treat such property owners and their tenants fairly, to minimize hardships of displacement by equitable treatment of persons and businesses displaced as a direct result of the development of the City's capital projects, and to seek cooperative settlements of property acquisitions and relocation claims; and

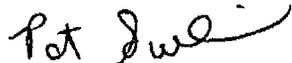
WHEREAS, the City Council of the City of Covington, Washington, desires to implement Real Property Acquisition and Relocation Policy, Procedures and Guidelines to accomplish these goals within the City's limited resources and schedule constraints, encourage the cooperative acquisition of real property through agreements with owners and tenants that avoid protracted disputes and litigation where possible, and ensure that the implementation of the City's capital projects complies with applicable federal and state law; now, therefore,

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

Section 1. The Real Property Acquisition and Relocation Policy, Procedures and

Guidelines of the City of Covington are hereby adopted in the form as attached hereto as Exhibit "A".

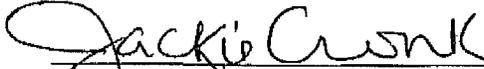
PASSED in open and regular session on this 13th day of August, 2002.



MAYOR PAT SULLIVAN

PUBLISHED: 8-18-02
EFFECTIVE: 8-23-02

ATTESTED:



Jackie Cronk, City Clerk

APPROVED AS TO FORM:



Duncan C. Wilson, City Attorney

Exhibit "A"
Resolution No. 02/53



**Real Property Acquisition
and Relocation
Policy, Procedures and Guidelines**

Index

1. POLICY	5
2. PURPOSE	5
3. STATE AND FEDERAL LAW CERTIFICATION	5
4. ACCOUNTABILITY AND DELEGATION	5
5. DEFINITIONS	6
5.1. <i>Appraisal.</i>	6
5.2. <i>Acquisition Price.</i>	6
5.3. <i>Appraised fair market value.</i>	6
5.4. <i>Business.</i>	6
5.5. <i>Comparable replacement dwelling.</i>	6
5.6. <i>Contribute materially.</i>	7
5.7. <i>Decent, safe, and sanitary (DSS) dwelling.</i>	8
5.8. <i>Displaced person.</i>	8
5.9. <i>Dwelling.</i>	10
5.10. <i>Fair market value.</i>	10
5.11. <i>Farm operation.</i>	10
5.12. <i>Financial assistance.</i>	10
5.13. <i>Initiation of negotiations.</i>	10
5.14. <i>Mortgage.</i>	11
5.15. <i>Nonprofit Organization.</i>	11
5.16. <i>Owner of displacement dwelling.</i>	11
5.17. <i>Person.</i>	11
5.18. <i>Procedures.</i>	11
5.19. <i>Program.</i>	11
5.20. <i>Project.</i>	12
5.21. <i>Salvage value.</i>	12
5.22. <i>Small business.</i>	12
5.23. <i>State.</i>	12
5.24. <i>Tenant.</i>	12
5.25. <i>Uneconomic remnant.</i>	12

5.26.	<i>Uniform Act.</i>	12
5.27.	<i>Unlawful occupancy.</i>	12
5.28.	<i>Utility Costs.</i>	12
5.29.	<i>Utility facility.</i>	13
5.30.	<i>Utility relocation.</i>	13
5.31.	<i>Voluntary transaction.</i>	13
5.32.	<i>WSDOT.</i>	13
6.	APPLICABILITY	13
6.1.	<i>Real Property Acquisitions, Generally.</i>	13
6.2.	<i>Exceptions.</i>	13
6.3.	<i>No Duplication of Payments.</i>	14
7.	REAL PROPERTY ACQUISITION PROCEDURES	14
7.1.	<i>Appraisals.</i>	14
7.2.	<i>Review of appraisals.</i>	16
7.3.	<i>Making an Offer to Acquire Property and Negotiating for Purchase.</i>	17
7.4.	<i>Acquisition of tenant-owned improvements.</i>	18
7.5.	<i>Acquisition of uneconomic remnants.</i>	19
7.6.	<i>Notices to Owners.</i>	19
7.7.	<i>Short Term Rental of Property by Owner or Tenant.</i>	19
7.8.	<i>Donations.</i>	19
7.9.	<i>Initiation of Condemnation Proceedings.</i>	20
7.10.	<i>Expenses Incidental to Transfer of Title.</i>	20
7.11.	<i>Inverse Condemnation.</i>	21
8.	PAYMENT FOR MOVING AND RELATED EXPENSES	21
8.1.	<i>Non-Residential Moves.</i>	21
8.2.	<i>Non-Residential Moves: Fixed Payment in Lieu of Reimbursement for Actual Moving Expenses.</i>	24
8.3.	<i>Residential Moves: Actual Expenses.</i>	25
8.4.	<i>Residential Moves: Fixed Payment In-Lieu of Reimbursement of Actual Expenses.</i>	26
8.5.	<i>Residential Moves: Manufactured Homes.</i>	26
8.6.	<i>Ineligible Moving and Related Expenses.</i>	27
8.7.	<i>Discretionary utility relocation payments.</i>	27
8.8.	<i>Extraordinary Expenses.</i>	28
8.9.	<i>Utility Facility Relocation Costs.</i>	28
9.	RE-ESTABLISHMENT EXPENSES	28
9.1.	<i>Eligible expenses.</i>	28
9.2.	<i>Ineligible expenses.</i>	29
10.	PAYMENTS FOR REPLACEMENT HOUSING	29

10.1.	<i>For Certain Homeowners.</i>	29
10.2.	<i>For Tenants and Others.</i>	33
10.3.	<i>Additional rules governing replacement housing payments.</i>	35
11.	RELOCATION ASSISTANCE	37
11.1.	<i>Relocation Advisory Services.</i>	37
11.2.	<i>Coordination of relocation activities.</i>	38
11.3.	<i>Relocation Notice and Information.</i>	38
11.4.	<i>Availability of Comparable Replacement Dwelling Before Displacement.</i>	40
11.5.	<i>Eviction for cause.</i>	41
11.6.	<i>Claims for relocation payments.</i>	41
11.7.	<i>Relocation planning.</i>	42
12.	CHARACTERIZATION OF PAYMENTS	43
13.	RELOCATION APPEALS PROCESS	43
13.1.	<i>Appealable Actions.</i>	43
13.2.	<i>Limitations.</i>	43
13.3.	<i>Form of notice.</i>	43
13.4.	<i>Time limit for initiating appeal.</i>	44
13.5.	<i>Review of files by person making appeal.</i>	44
13.6.	<i>Scope of Review Appraisal.</i>	44
13.7.	<i>CITY Official to Review Appeal.</i>	44
13.8.	<i>Determination of Notification.</i>	44
13.9.	<i>Hearing process.</i>	44
13.10.	<i>Discovery.</i>	44
14.	MANUFACTURED HOMES	45
14.1.	<i>General Provisions.</i>	45
14.2.	<i>Replacement housing payment for one hundred eighty-day manufactured home owner-occupants.</i>	45
14.3.	<i>Replacement housing payments for ninety-day manufactured home occupants.</i>	45
14.4.	<i>Additional rules governing relocation payment to manufactured home occupants.</i>	46
15.	LAST RESORT HOUSING	47
15.1.	<i>Applicability.</i>	47
15.2.	<i>Methods of providing replacement housing.</i>	48
16.	NOTICES	49
17.	RECORDKEEPING	49
18.	CONTRACTS FOR SERVICES	49

**CITY OF COVINGTON, WASHINGTON
REAL PROPERTY ACQUISITION AND RELOCATION POLICY,
PROCEDURES, AND GUIDELINES**

1. POLICY

In order to maintain and/or improve existing services and build newly approved Capital Project(s) and to meet the current and future requirements and goals of the City of Covington (CITY) Comprehensive Growth Management Plan and the vision statement of the CITY and for the betterment of the CITY and it's citizen's, it will be necessary for the CITY to acquire real property. This could, in certain cases, result in the dislocation of property owners, businesses, tenants, and individuals located within buildings on such real property. It is the CITY's intent to treat such property owners and their tenants fairly, to minimize hardships of displacement by equitable treatment of persons and businesses displaced as a direct result of the development of the CITY's Capital Project ("Project(s)"), and to seek cooperative settlements of property acquisitions and relocation claims. These Real Property Acquisition and Relocation Policy, Procedures, and Guidelines ("Procedures") are written to provide the CITY the ability to accomplish these goals within the CITY's limited resources and schedule constraints.

These Procedures should be implemented so as to encourage the cooperative acquisition of real property for the implementation of the Project(s) by agreements with owners and tenants that avoid protracted disputes and litigation where possible. In some limited cases, it may be possible for the CITY to purchase real property as a Voluntary transaction from a ready, willing and able seller who may have contacted the CITY with regard to selling their property or has otherwise become known to the CITY as being interested and willing to sell to the CITY. In these cases, the CITY may acquire the real property outright without use of condemnation authority or under "threat of condemnation". These cases shall be addressed on a case-by-case basis according to the individual circumstances. In all cases where required to do so by Federal or State of Washington laws, as well as in most other cases, properties acquired under this Program, whether acquired cooperatively or through eminent domain litigation will be acquired "under threat of condemnation."

2. PURPOSE

These Procedures are to be carried out such that the CITY's program of acquisition of real property for, and relocation of persons displaced by, the implementation of the CITY's Project(s), complies with applicable federal and state law.

3. STATE AND FEDERAL LAW CERTIFICATION

The CITY certifies that it will comply with chapter 8.26 RCW, chapter 468-100 WAC, USCA Title 42, and 49 CFR Part 24 in connection with the acquisition of real property for, and relocation of persons displaced by the Project(s). In order to do so, CITY is establishing a real estate acquisition and relocation program that is comprised of these Procedures and future administrative policies and procedures (the "Program".)

4. ACCOUNTABILITY AND DELEGATION

The CITY Council will be responsible for the policy direction of the CITY's Program. By adopting these Policies, Procedures and Guidelines the CITY Council is establishing the

acceptable terms and conditions for the property acquisitions by the CITY. The CITY Council will determine when real property must be acquired by the use of condemnation. However, in the interest of administrative efficiency, the Council hereby acknowledges certain delegations of authority regarding property and leasehold transactions and improvements. The Council hereby further authorizes the City Manager to adopt such administrative rules, procedures or guidelines as the City Manager may determine to be necessary to implement these Procedures.

5. DEFINITIONS

5.1. Appraisal.

A written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined fair market value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

5.2. Acquisition Price.

The price, based upon appraisal fair market value, paid to acquire real property for Project(s).

5.3. Appraised fair market value.

The value arrived at using appraisal and review appraisal value. This value may be given as a range of values, with no more than a 10% variation from the higher end of the range.

5.4. Business.

Any lawful activity, except a farm operation, that is conducted:

- a. Primarily for the purchase, sale, lease, and/or rental of personal and/or real property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property; or
- b. Primarily for the sale of services to the public; or
- c. Solely for the purpose of Section 8.1, conducted primarily for outdoor advertising display purposes, when the display must be moved as a result of the Project(s); or
- d. By a nonprofit organization that has established its nonprofit status under applicable federal or state law.

5.5. Comparable replacement dwelling.

A dwelling that meets the additional rules in Section 10.3 and which:

- a. Is decent, safe, and sanitary according to the definition in Section 5.7.
- b. Is functionally equivalent to the displacement dwelling with particular attention to the number of rooms and living space. This means that the replacement dwelling should perform the same function, provide the same utility, and is capable of contributing to

a comparable style of living. A comparable replacement dwelling need not possess every feature of the displacement dwelling, but the principal features must be present. Functional equivalency generally is an objective standard, reflecting the range of purposes for which the various features of a dwelling may be used. However, in determining functional equivalency, the CITY may consider reasonable tradeoffs for specific features when the replacement unit is equal to or better than the displacement dwelling.

- c. Is adequate in size to accommodate the occupants.
- d. Is located in an area that is not subject to unreasonable adverse environmental conditions, is not generally less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and is reasonably accessible to the person's place of employment. Comparables may be used from neighborhoods similar to that of the acquired dwelling.
- e. Has a site that is typical in size for residential development with normal site improvements, including customary landscaping. The replacement site need not include either a special improvement or a major exterior attribute of the displacement site in accordance with Section 10.3.a, paragraph 2.
- f. Is currently available to the displaced person on the private market. However, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance.
- g. Is priced within the financial means of the displaced person.
 - (1) For a one hundred eighty-day owner-occupant described at Section 10.1.a, a comparable dwelling is considered to be within the displacee's financial means if the owner will receive the full price differential as described in Section 10.1.a (3), all increased mortgage interest costs as described in Section 10.1.a (4), and all incidental expenses as described in Section 10.1.a (6), plus any additional amount required to be paid under Article 15.
 - (2) For a ninety-day tenant-occupant described at Section 10.2.a, a comparable dwelling is considered to be within the displacee's financial means if after application of the rental assistance payment, described in said section, the displacee's portion of the monthly rent plus utilities do not exceed person's base monthly rental for the displacement dwelling as described in 10.2.a (2) (b).
 - (3) For a displaced person who is not eligible to receive a replacement housing payment under Section 10.2.a due to failure to meet the length of occupancy requirements, comparable housing is considered to be within the displacee's financial means if the CITY pays that portion of the monthly housing costs that would exceed thirty percent of the displacee's monthly income for forty-two months or, if receiving a welfare assistance payment from a program that designates amounts for shelter and utilities. Replacement housing payments would be paid under Article 15.

5.6. Contribute materially.

During the two taxable years before the taxable year in which displacement occurs, or during such other period as the CITY determines to be more equitable, a business or farm operation:

- a. Had average annual gross receipts of at least five thousand dollars (\$5,000); or
- b. Had average annual net earnings of at least one thousand dollars (\$1,000); or
- c. Contributed at least thirty-three and one-third percent (33 1/3 %) of the owner's or operator's average annual gross income from all sources.
- d. If the application of the above criteria creates an inequity or hardship in a given case, the CITY may approve the use of other criteria as determined appropriate.

5.7. Decent, safe, and sanitary (DSS) dwelling.

A dwelling that meets applicable housing and occupancy codes. However, any of the following standards that are not met by an applicable code will apply, unless waived for good cause by the applicable federal funding. The dwelling will:

- a. Be structurally sound, weather tight, and in good repair.
- b. Contain a safe electrical wiring system adequate for lighting and other electrical devices.
- c. Contain a heating system capable of sustaining a healthful temperature (of approximately seventy degrees) for a displaced person.
- d. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There will be a separate, well-lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there will be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.
- e. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.
- f. For a displaced person who is handicapped, be free of any barriers that would preclude reasonable ingress, egress, or use of the dwelling by such displaced person.

5.8. Displaced person.

- a. General: Any person who moves from the real property or moves his or her personal property from the real property (this includes a person who does not meet the length of occupancy requirements of Sections 10.1.a and 10.2.a):

- (1) As a direct result of the CITY's acquisition of, or the initiation of negotiation for, such real property in whole or in part for the Project(s); or
 - (2) As a direct result of a written order from the CITY to vacate such real property for the Project(s); or
 - (3) As a direct result of the CITY's acquisition of, or written order to vacate for the Project(s), other real property on which the person conducts a business or farm operation;
 - (4) As a direct result of a voluntary transaction by the owner as described in Section 6.2.a, thereby displacing a tenant; or
 - (5) As a direct result of the CITY's rehabilitation or demolition for the Project(s); or
 - (6) As a direct result of the CITY's initiation of negotiations, acquisition of, demolition of, in whole or in part, other real property on which the person conducts a business or farm operation, for the Project(s). Eligibility under this subparagraph (6) is only for purposes of obtaining relocation assistance advisory services under Section 11.1 and moving expenses under Sections 8.1, 8.3, and 8.4.
- b. Persons not displaced: The following is a nonexclusive listing of persons who do not qualify as a displaced person under these Procedures.
- (1) A person who moves before the initiation of negotiations except one who is required to move for reasons beyond his or her control as explained in Section 10.3.e; or
 - (2) A person who initially enters into occupancy of the property after the date of its acquisition for the Project(s) (such determination will be made in accordance with any guidelines of any federal and/or state funding agency); or
 - (3) A person that the CITY determines is not required to relocate permanently as a direct result of the Project(s); or
 - (4) A person that the CITY determines is not displaced as a direct result of a partial acquisition; or
 - (5) A person who, after receiving a notice of relocation eligibility also receives a notice of non eligibility (described in Section 11.3.b, paragraph 2); or
 - (6) An owner who voluntarily sells his or her property as described in Section 6.2.a after being informed in writing that if a mutually satisfactory agreement of sale cannot be reached, the CITY will not acquire the property; or
 - (7) A person who retains the right of use and occupancy of the real property for life following its acquisition by the CITY, or
 - (8) A person who retains the right of use and occupancy of the real property for a fixed term after its acquisition for a program or project receiving federal financial assistance from the Department of Interior; or
 - (9) A person who has occupied the property for the purpose of obtaining assistance under the Uniform Act;
 - (10) A person who is determined to be in unlawful occupancy or a person who has been evicted for cause before the initiations of negotiations for the property;
 - (11) A person who initially enters occupancy of the property after the date of its acquisition for the Project(s);

- (12) A person who, after receiving notice of relocation eligibility, is notified in writing that he or she will not be displaced for the Project(s). Such notice will not be issued unless the person has not moved and the CITY agrees to reimburse the person for any expenses incurred to satisfy any findings of contractual obligations entered into after the effective date of the notice of relocation eligibility; or
- (13) An owner-occupant who moves as a result of the rehabilitation or demolition of the real property. (However, the displacement of a tenant as a direct result of any acquisition, rehabilitation, or demolition for a federally assisted project is subject to these Procedures.)

5.9. Dwelling.

The place of permanent or customary and usual residence of a person, as determined by the CITY according to local custom or law, including a single family house; a single family unit in a two-family, multifamily, or multipurpose property; a unit of a condominium or cooperative housing project; a nonhousekeeping unit; a manufactured home; or any other fixed or installed residential unit other than a unit customarily used, and currently (although not necessarily immediately) capable of use, for transportation or recreational purposes.

5.10. Fair market value.

The value of real property established by an appraisal and review appraisal, as set forth in Article 7 and Section 5.3.

5.11. Farm operation.

Any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

5.12. Financial assistance.

A grant, loan, or contribution, except a federal guarantee or insurance.

5.13. Initiation of negotiations.

The date of delivery of the initial written offer by the CITY to the owner or the owner's representative to purchase real property the Project(s) for the amount determined to be just compensation. However:

- a. If the CITY issues a notice of its intent to acquire the real property, and a person moves after that notice, but before delivery of the initial written purchase offer, the "initiation of negotiations" means the date the person moves from the property. (See also Section 14.4.c.)
- b. If the displacement is caused by rehabilitation, demolition, or privately under a City acquisition of real property (and there is no related federal or state agency acquisition) the initiation of negotiations means the notice to the person that he or she will be

displaced by the Projects or, if there is no notice, the actual move of the person from the property; or

- c. In the case of a permanent relocation to protect the public health and welfare under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (Pub. L. 96-510, or "Superfund"), the "initiation of negotiations" means the formal announcement of such relocation or the federal or federally coordinated health advisory where the federal government later decides to conduct a permanent relocation.

5.14. Mortgage.

Any of such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property, under the laws of the state of Washington, together with the credit instruments, if any, secured thereby.

5.15. Nonprofit Organization.

An organization that is incorporated under the applicable laws of a state as a nonprofit organization, and exempt from paying federal income taxes under Section 501 of the Internal Revenue Code (26 USC 501).

5.16. Owner of displacement dwelling.

A displaced person owns a displacement dwelling if the person holds any of the following interests in real property acquired for the Project(s):

- a. Fee title, a life estate, a ninety-nine year lease, or a lease, including any options for extension, with at least fifty years to run from the date of acquisition; or
- b. An interest in a cooperative housing project that includes the right to occupy a dwelling; or
- c. A contract to purchase any of the interests or estates described in subsection (a) or (b) above; or
- d. Any other interests, including a partial interest, which in the judgment of the CITY warrants consideration as ownership.

5.17. Person.

Any individual, family, partnership, corporation, Limited Liability Corporation (LLC) or association.

5.18. Procedures.

The City of Covington, Washington Real Property Acquisition and Relocation Policy, Procedures, and Guidelines as contained in this document.

5.19. Program.

The CITY's real property acquisition and relocation program comprised of the Procedures and any administratively adopted procedures and policies regarding real property acquisition and relocation.

5.20. Project(s).

Any Capital Improvement or other City approved work project to maintain and/or improve existing services and build newly approved Capital Project and to meet the current and future requirements and goals of the CITY Comprehensive Growth Management Plan and the vision statement of the CITY and for the betterment of the CITY and it's citizens.

5.22. Salvage value.

The probable sale price of an item, if offered for sale on the condition that it will be removed from the property at the buyer's expense, allowing a reasonable period of time to find a person buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.

5.23. Small business.

Any business having not more than five hundred employees working at the site being acquired or permanently displaced by the Project(s). Sites occupied solely by outdoor advertising signs, displays, or devices do not qualify as a business for purposes of Article 9.

5.24. State.

Any department, commission, agency, or instrumentality of the state of Washington.

5.25. Tenant.

A person who has temporary use and occupancy of real property owned by another.

5.26. Uneconomic remnant.

A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and that the CITY has determined has little or no value or utility to the owner.

5.27. Uniform Act.

The Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq), and amendments thereto.

5.28. Unlawful occupancy.

A person is considered to be in unlawful occupancy when such person has been ordered to move by a court before the initiation of negotiations for the acquisition of the occupied property, or is determined by the CITY to be a squatter who is occupying the property without permission of the owner and otherwise has no legal right to occupy the property under Washington law. The CITY may, at its discretion, consider such a squatter to be a legal occupant.

5.29. Utility Costs.

Expenses for heat, natural gas, light, water, and sewer.

5.30. Utility facility.

Any electric, gas, water, steam power, or materials transmission or distribution system, any transportation system, any communications system, including cable television, and any fixtures, equipment, or other property associated with the operation, maintenance, or repair of any such system. A utility facility may be publicly, privately, or cooperatively owned.

5.31. Utility relocation.

The adjustment of a utility facility required by the Project(s). It includes removing and reinstalling the facility, including necessary temporary facilities, acquiring necessary right-of-way on new locations; moving rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. It also means constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the Project(s) economy, or sequence of Project(s) construction.

5.32. Voluntary transaction.

A donation, exchange, market sale, or other type of agreement entered into without compulsion on the part of the CITY.

5.33. WSDOT.

The Washington State Department of Transportation.

6. APPLICABILITY

6.1. Real Property Acquisitions, Generally.

These Procedures apply to certain real property acquisitions identified and approved by the CITY Council for the purposes of implementing the Project(s). These Procedures apply to the acquisition of the following property interests:

- a. Fee simple title;
- b. Fee simple title subject to a life estate or a life use;
- c. Acquisition by leasing when the lease term, including option(s) for extension, is 50 years or more; and
- d. Acquisition of permanent easements.

6.2. Exceptions.

These Procedures do not apply to the following:

- a. The property is to be acquired through a voluntary transaction when the following conditions also exist:

- (1) The property to be acquired is not part of the Project(s) area where all, or substantially all, of the property within the area is eventually to be acquired,
 - (2) The CITY will not acquire the property in the event negotiations fail to result in an amicable agreement;
 - (3) The owner is so informed in writing and
 - (4) The CITY will inform the owner of what it believes to be the fair market value of the property.
- b. The property is to be acquired from a federal, state, or local public agency.
- c. The property is to be acquired without the use of federal funds and federal funding requirements are determined not applicable, in which case the CITY may, in its discretion, not apply all or any part of these Procedures.

6.3. No Duplication of Payments.

No person will receive any payment under these Procedures if that person receives a payment under federal, state, or local law that is determined to have the same purpose and effect as such payment under these Procedures.

7. REAL PROPERTY ACQUISITION PROCEDURES

To the greatest extent practicable, the CITY will make reasonable efforts to acquire real property expeditiously and by negotiation based on appraised fair market value. As soon as feasible, the CITY will notify owners of the CITY's interest in acquiring the real property and the basic protections, including the CITY's obligation to secure an appraisal, provided to the owner as set forth herein. Real property will be appraised before the initiation of negotiations. The owner and his designated representative will be given an opportunity to accompany at least one CITY appraiser during his inspection of the property, except in cases where an appraisal is waived as set forth below.

7.1. Appraisals.

Before initiating negotiations to acquire real property, the CITY will obtain an independent third party appraisal of the property.

- a. An appraisal is not required in the following circumstances:

- (1) The owner is donating the property and releases the CITY from its obligation to appraise the property; or

The CITY determines that an appraisal is unnecessary, because the valuation problem is uncomplicated and the fair market value is estimated at Ten thousand (\$10,000) or less, based on a review of available data.² Additionally, where applicable, the CITY desires to take advantage of the \$10,000 appraisal waiver process approved by the Federal Highway Administration for Washington State, hereby agrees to follow the procedure approved for the WSDOT as follows:

RULES:

- a. The CITY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the PFE (Project Funding Estimate) is \$10,000 or less including costs to cure items.
- b. The CITY must make the property owner(s) aware that an appraisal has not been done on the property and that one will be completed if they so desire.
- c. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that compensation is fair and that all calculations are correct.

Procedures:

- a. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
 - b. The AOS is submitted to the City Manager for approval.
 - c. The City Manager signs the AOS authorizing a first offer to the property owner.
- b. Standards. The format and level of documentation for an appraisal will depend on the complexity of the appraisal problem. In cases other than as described above in section 7.1, for acquisitions which, by virtue of their low fair market value or simplicity, do not require the in-depth analysis and presentation necessary in a detailed appraisal. Appraisals consistent with established and commonly accepted appraisal practice for those acquisitions shall be met. A detailed appraisal will be prepared for all other acquisitions. A detailed appraisal will reflect nationally recognized appraisal standards, including, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisition. An appraisal must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the appraiser's opinion of fair market value. At a minimum, the appraisal will contain the following items:
- (1) The purpose and/or the function of the appraisal, a definition of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal.
 - (2) An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), a statement of the known and observed encumbrances if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a five-year sales history of the property.
 - (3) All relevant and reliable approaches to fair market value consistent with commonly accepted professional appraisal practices. If more than one approach is utilized, there will be an analysis and reconciliation of approaches to fair market value that are sufficient to support the appraiser's opinion of fair market value.
 - (4) A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
 - (5) A statement of the fair market value of the real property to be acquired and, for a partial acquisition, a statement of the fair market value of the damages and benefits, if any, to the remaining real property.

- (6) The effective date of valuation, date of appraisal, signature, and certification of the appraiser.
- c. Influence of the implementation of the Project(s) on just compensation. To the extent permitted by applicable law, the appraiser in his "before" valuation will disregard any decrease or increase in the fair market value of the real property caused by the implementation of the Project(s), or by the likelihood that the property would be acquired for the Project(s), other than that due to the physical deterioration within the reasonable control of the owner.
- d. Owner retention of improvements. If the owner of a real property improvement agrees and is permitted to obtain the right to remove it in whole or in part from the Project(s) site, the amount to be offered for the interest in the real property to be acquired will be the amount determined to be just compensation for the owner's entire interest in the real property. The CITY will deduct the salvage value of the improvement to be removed from the payment.
- e. Qualifications of appraisers. Appraisers will be licensed to perform appraisals in the State of Washington and will be members in good standing and, at a minimum, hold a professional designation from one or more of the following nationally recognized appraisal societies:
- (1) Appraisal Institute
 - (2) International Right of Way Association,
 - (3) National Association of Independent Fee Appraisers

Appraiser qualifications will be consistent with the level of difficulty of the appraisal assignment. If the appraisal assignment requires the preparation of a detailed appraisal pursuant to Section 7.1 (b), and the CITY uses a contract (fee) appraiser to perform the appraisal, such appraisers must be certified in accordance with Title XI of the Financial Institutions Reform, Recovery & Enforcement Act of 1989 (FIRREA). The CITY will review the experience, education, training, and other qualifications of appraisers, including review appraisers, and use only those the CITY determines to be qualified.

- f. Conflict of interest. No appraiser or review appraiser may have any interest, direct or indirect, in the real property being appraised for the CITY that would in any way conflict with the preparation or review of the appraisal. Compensation for making an appraisal will not be based on the amount of the valuation. No appraiser may act as a negotiator for real property that that person has appraised.
- 7.2. Review of appraisals.
- Appraisals will be reviewed as follows:
- a. All reviewing appraisers will be required to meet the minimum qualifications specified in section 7.1.e above.

- b. A qualified reviewing appraiser will examine all appraisals, when the CITY deems it appropriate due to the complexity of the appraisal and as required by federal and/or state funding, agency regulations or grant requirements, assure that they meet applicable appraisal requirements and will, before acceptance, seek necessary corrections or revisions. The qualifications of the appraiser for each case depend on the complexity of the appraisal problem. The review appraiser will determine whether the appraiser's documentation, including valuation data and analyses of that data, demonstrates the soundness of the appraiser's opinion of fair market value.
- c. If the reviewing appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the estimate of just compensation, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with the above section to support an approved or recommended fair market value. The CITY may determine whether a second review is needed if the first review appraiser establishes a fair market value different from that in the appraisal report(s) on the property.
- d. The review appraiser's certification of the recommended or approved fair market value of the property will be set forth in a signed statement that identifies the appraisal reports reviewed and explains the basis for such recommendation or approval. Any damages or benefits to any remaining property will also be identified in the statement. The level of explanation by the review appraiser depends on the complexity of the appraisal problem. The CITY may accept a simple approval endorsement by the review appraiser in the case of a low value property requiring an uncomplicated valuation process.
- e. When the review appraiser provides justification for a modification in fair market value from the appraisal, fair market value will be determined based upon the opinion of the review appraiser. In cases where the recommended increase or decrease in fair market value exceeds ten percent (10%) a second appraisal or review appraisal may be conducted by the CITY unless mutual agreement on the acquisition price is reached between the seller and the CITY.

7.3. Making an Offer to Acquire Property and Negotiating for Purchase.

- a. Establishing Just Compensation. Before initiating negotiations to acquire property, the CITY will establish an amount that it believes to be just compensation for the property. The amount will be based on an appraisal and, in certain cases, review appraisal, and will not be less than the CITY's appraisal of the fair market value of the property. In establishing just compensation, the CITY will disregard any decrease or increase in the fair market value of the property that occurred before the date of valuation (a) as a result of the Project(s) or (b) because of the likelihood that the property would be acquired for the Project(s). The CITY will then make a prompt offer to acquire the property for the full amount of just compensation it established.
- b. Information to Owner. At the time negotiations are initiated, the CITY will provide the owner of the property with a written statement of, and summary of the basis for, the amount the CITY established as just compensation. Where appropriate, the just compensation for the real property, for any damages to remaining real property, and for any benefits to remaining real property will be separately stated. In addition, the

CITY's written statement will include a description and location identification of the real property and the interest in the real property to be acquired, along with an identification of the buildings, structures, and other improvements (including removable building equipment and trade fixtures) that are considered to be part of the real property (e.g. a tenant-owned improvement) and indicate that such interest is not covered by the offer.

- c. Basic Negotiation Procedures. The CITY will make reasonable efforts to contact the owner or the owner's representative and discuss its offer to purchase the property, including the basis for the offer of just compensation, and explain these Procedures to the extent applicable, including payment of incidental expenses in accordance with Section 7.10. The owner will be given reasonable opportunity to consider the offer and present material the owner believes is relevant with regard to the value of the property and, if the owner so chooses, to suggest modification of the proposed terms and conditions of the purchase. The CITY will consider the owner's presentation.
- d. Updating offer of just compensation. If the information presented by the owner or a material change in the character or condition of the property indicates the need for new appraisal information, or if a significant delay has occurred since the time the appraisal(s) of the property, the CITY will have the appraisal(s) updated or obtain a new appraisal(s). If the latest appraisal information indicates that a change in the purchase offer is warranted, the CITY will promptly re-establish just compensation and offer that amount to the owner in writing.
- e. Unless the Council has delegated the necessary authority, all real estate acquisitions and relocations, either through negotiation or condemnation, must be authorized by the CITY Council. The CITY Council may delegate such authority to the City Manager. Upon formal adoption of any delegated authority, that delegation shall be incorporated into these Procedures without further action.

7.4. Acquisition of tenant-owned improvements.

- a. Acquisition of improvements: When acquiring any interest in real property, the CITY will offer to acquire at least an equal interest in all buildings, structures, or other improvements located upon the real property to be acquired or that the CITY determines will be adversely affected by the use to which such real property will be put. This will include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term, except when tenant-owner is compensated to remove an improvement through relocation reimbursement, as provided in Section 8.
- b. Improvements considered real property: Any building, structure, or other improvement, which would be considered to be real property if owned by the owner of the real property on which it is located, will be considered to be real property for purposes of this Article.
- c. Appraisal and establishment of just compensation for tenant-owned real property improvements: Just compensation for a tenant-owned real property improvement is the amount that the improvement contributes to the fair market value of the whole property or its salvage value, whichever is greater, less any applicable depreciation.

- d. Special conditions: No payment will be made to a tenant-owner to acquire any real property improvement or relocate any tenant-owned real estate fixture unless:
 - (a) The owner of the real property on which the improvement is located disclaims all interest in the tenant's realty improvement or fixture; and
 - (b) The tenant-owner, in consideration for the acquisition payment, assigns, transfers, and releases to the CITY all of the tenant-owner's right, title, and interest in the realty improvement; and
 - (c) The payment does not result in the duplication of any compensation otherwise authorized by law.
- e. Alternative compensation: Nothing in these Procedures will be construed to deprive the tenant-owner of any right to reject payment under these Procedures and to obtain payment for such property interests in accordance with other applicable law.

7.5. Acquisition of uneconomic remnants.

If the acquisition of only a portion of a parcel of property would leave the owner with an uneconomic remnant, the CITY will offer to acquire the remnant. In cases where the CITY identifies certain opportunity exist to further the CITY's commitment to any Project(s) it may acquire additional property, in whole or in part. In such cases, property owners and tenants will be deemed eligible for just compensation and relocation benefits according to these Procedures.

7.6. Notices to Owners.

Except in unusual circumstances, the CITY will provide a minimum of ninety-days written notice of the date by which a business or a tenant must move its operation or relocate its use. The CITY will document its determination of unusual circumstances in its record.

7.7. Short Term Rental of Property by Owner or Tenant.

If an owner or tenant is permitted to occupy the real property acquired on a rental basis for a short term or for a period subject to termination on short notice, the CITY will not impose a rental amount that exceeds the fair rental value of the property to a short-term occupier. The CITY may further reduce the short-term rental rate in consideration of the owner or tenant's cooperation in facilitating the CITY's acquisition or in recognition of additional expenses or costs incurred by the person or tenant to move out and relocate on an accelerated basis. In any case, however, no owner or tenant may occupy real property owned by the CITY for less than the minimum rental rate amount determined by the CITY, consistent with this section. Such rental relationship will be documented using a lease agreement containing reasonable terms and conditions required by the CITY. Such lease may include a requirement of a refundable security deposit and provision for increased "holdover" rent if the tenant fails to vacate promptly.

7.8. Donations.

A person whose real property is being acquired in accordance with these Procedures may donate the property after being fully informed of the right to receive just compensation for the property, any part thereof, any interest therein, or any compensation paid for it to any agency as the person may determine. The CITY will be

responsible for assuring that an appraisal of the real property is obtained unless the owner releases the CITY from such obligation or as provided in Section 7.1.a (1).

7.9. Initiation of Condemnation Proceedings.

The CITY will not advance the time of condemnation, or defer negotiations or condemnation, or the deposit of the funds with the court, or take any other coercive action to induce an agreement on the price to be paid for the property. However, in order for the CITY to comply with the schedule for implementation of the Project(s), it may become necessary to initiate condemnation as soon as practicable after the CITY Council has approved the Project(s) and purchase offers are submitted to the property owners and either deferred or rejected. Negotiations may continue with affected parties after the initiation of condemnation proceedings at the discretion of the CITY.

- a. Deposit of Purchase Price. Consistent with the procedures in Chapter 8.26 RCW, no property owner will be required to surrender possession of real property before the agreed purchase price is paid or deposited with a court having jurisdiction over the condemnation of the property for the benefit of the owner. The amount paid or deposited will not be less than the CITY's appraisal of the fair market value of such property or the amount of the award of compensation in the condemnation proceeding for the property. In certain circumstances, with the prior approval of the owner, the CITY may obtain a right-of-entry for construction purposes before making a payment available to an owner.
- b. Payment of Costs and Fees. Except as required by law, the CITY will not reimburse the owner of the real property for any expenses associated with a formal condemnation proceeding conducted by the CITY. Instances in which the CITY will be required to pay reasonable expenses, including engineering, appraisal, and attorney fees, include the following:
 - (1) The court's final judgment is that the CITY cannot acquire the real property by condemnation; or
 - (2) The CITY abandons the condemnation proceedings other than as agreed upon in settlement; or
 - (3) The court having jurisdiction renders a judgment of inverse condemnation or;
 - (4) The CITY effects a settlement of such proceedings.

7.10. Expenses Incidental to Transfer of Title.

As soon as practicable after the date of payment of the purchase price or the date of deposit in court of funds to satisfy the award of compensation in a condemnation proceeding to acquire real property, whichever is the earlier, the CITY will reimburse the owner to the extent the CITY deems fair and reasonable, for expenses the owner necessarily incurred to transfer right, title or interest to the CITY as provided in RCW 8.26.200. Whenever feasible, the CITY will pay such costs directly so that the owner will not have to pay the costs and then seek reimbursement. These costs may include the following:

- a. Recording fees, excise taxes: evidence of title boundary surveys, legal descriptions of real property, and similar expenses incidental to conveyance of the real property to the CITY. The CITY will not pay costs incurred solely to perfect the owner's title to the real property;
- b. Penalty costs and other charges for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering the property;
- c. The prorated portion of any prepaid real property taxes that are allocable to the period after the CITY obtains title to the property or effective possession of it, whichever is earlier.

7.11. Inverse Condemnation.

No owner will be intentionally required to institute legal proceedings to prove the fact of the taking of the owner's real property.

8. PAYMENT FOR MOVING AND RELATED EXPENSES

If the CITY determines that the implementation of the Project(s) will result in the displacement of a person who is dwelling on or conducting business on the real property being acquired, the CITY will reimburse or make a payment in lieu of reimbursement to the displaced person for certain costs and expenses required to move the individual, business, farm operation, or other personal property, provided that the person first meets eligibility conditions with regard to their status as a person legally present in the United States, as stated in 49 CFR 24.208, so referenced and incorporated herein.

8.1. Non-Residential Moves.

The CITY will reimburse the displaced business or farm operation for their documented actual moving and related expenses that the CITY determines to be reasonable and necessary, including those expenses described below.

- a. Eligible Expenses. (See Section 8.6 for a list of ineligible expenses)
 - (1) Transportation of personal property. Transportation costs for a distance beyond fifty miles are not eligible, unless the CITY, at its sole discretion, determines that relocation beyond fifty miles is justified.
 - (2) Packing, crating, unpacking, and uncrating of the personal property.
 - (3) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated machinery, equipment, and other personal property, including substitute personal property described in paragraph 12 below. This includes connection to utilities available nearby. It also includes modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property. (Expenses for providing utilities from the right-of-way to the building or improvement are excluded.)

- (4) Storage of the personal property for a period not to exceed twelve months, unless the CITY determines, in its sole discretion, that a longer period is necessary.
- (5) Insurance for the replacement value of the personal property in connection with the move and necessary storage.
- (6) Any license, permit, or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
- (7) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
- (8) Professional services necessary for the tasks listed below. Such professional services may include legal fees not to exceed Five thousand dollars (\$5,000,) (other than legal fees ineligible for reimbursement under Section 8.6), real property or equipment appraisals not to exceed two thousand dollars (\$2,000,) property surveys for replacement location, and accounting fees not to exceed two thousand dollars (\$2,000,) including applicable local and state taxes associated with those fees.
 - (a) Planning the move of the personal property;
 - (b) Moving the personal property; and
 - (c) Installing the relocated personal property at the replacement location.
- (9) Re-lettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.
- (10) Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment will consist of the lesser of:
 - (a) The value of the item for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, the claimant must make a good faith effort to sell the personal property, unless the CITY determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the value will be based on the cost of the goods to the business, not the potential selling price.); or
 - (b) The estimated cost of moving the item, but with no allowance for storage. (If the business or farm operation is discontinued, the estimated cost will be based on a moving distance of fifty miles.)
- (11) The reasonable cost incurred in attempting to sell an item that is not to be relocated.
- (12) Purchase of substitute personal property. If an item of personal property that is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:
 - (a) The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or

- (b) The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At the CITY's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.
 - (13) Searching for a replacement location. A displaced business or farm operation is entitled to reimbursement for actual expenses, not to exceed one thousand dollars, as the CITY determines to be reasonable, which are incurred in searching for a replacement location, including
 - (a) Transportation;
 - (b) Meals and lodging away from home;
 - (c) Time spent searching, based on reasonable salary or earnings;
 - (d) Fees paid to a real estate agent, broker or consultant to locate a replacement site, exclusive of any fees or commissions related to the purchase/lease of such site.
 - (14) Other moving-related expenses that are not listed as ineligible under Section 8.6, as the CITY determines to be reasonable and necessary.
- b. Notification and inspection. The following requirements apply to payments under Article 8:
- (1) The CITY will inform the displaced person in writing, of the requirements of subparagraphs (2) and (3) below, as soon as possible after the initiation of negotiations. This information may be included in the relocation information provided to the displaced person as set forth in Section 11.3.
 - (2) The displaced person must provide the CITY reasonable advance written notice of the approximate date of the start of the move or disposition of the personal property and a list of the items to be moved. The CITY may waive this notice in its discretion.
 - (3) The displaced person must permit the CITY to make reasonable and timely inspections of the personal property at both the displacement and replacement sites and to monitor the move.
- c. Self-moves. If the displaced person elects to take full responsibility for the move of the business or farm operation, the CITY may make a payment for the person's moving expenses in an amount not to exceed the lower of two acceptable bids or estimates obtained by the CITY or it's consultants or prepared by qualified staff. At the CITY's discretion, a payment for a low cost or uncomplicated move may be based on a single bid or estimate.
- d. Transfer of ownership. Upon request and in accordance with applicable law, the claimant will transfer, via a Bill of Sale, to the CITY ownership of any personal property that has not been moved, sold, or traded in.
- e. Advertising signs. The amount of a payment for direct loss of an advertising sign that is personal property will be the lesser of:

- (1) The depreciated reproduction cost of the sign, as determined by the CITY, less the proceeds from its sale; or
- (2) The estimated cost of moving the sign, but with no allowance for storage.

8.2. Non-Residential Moves: Fixed Payment in Lieu of Reimbursement for Actual Moving Expenses.

a. Business: A displaced business may be eligible to choose a fixed payment in lieu of a payment for actual moving and related expenses, and actual reasonable reestablishment expenses provided for in section above. The payment except for payment to a nonprofit organization, will equal the average annual net earnings of the business, as computed in accordance with subsection (e) of this section, but not less than one thousand dollars or more than twenty thousand dollars.⁴ The displaced business is eligible for the payment if the CITY determines that

- (1) The business owns or rents personal property that must be moved in connection with such displacement and for which an expense would be incurred in such move; and, the business vacates or relocates from its displacement site; and
- (2) The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the CITY demonstrates that it will not suffer a substantial loss of its existing patronage; and; and
- (3) The business is not part of a commercial enterprise having more than three other entities that are not being acquired by the CITY, and that are under the same ownership and engaged in the same or similar business activities.
- (4) The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others; and
- (5) The business is not operated at the displacement site solely for the purpose of renting the site to others; and
- (6) The business contributed materially to the income of the displaced person during the two taxable years before displacement.

b. Determining the number of businesses: In determining whether two or more displaced legal entities constitute a single business that is entitled to only one fixed payment, the CITY will consider all pertinent factors including the extent to which:

- (1) The same premises and equipment are shared;
- (2) Substantially identical or interrelated business functions are carried out and business and financial affairs are commingled;
- (3) The entities are held out to the public, and to those customarily dealing with them, as one business; and
- (4) The same person, or closely related persons own, control, or manage the affairs of the entities.

- c. Farm operation: A displaced farm operation, may choose a fixed payment in lieu of a payment for actual moving and related expenses in an amount equal to its average annual net earnings as computed in accordance with subsection e of this section, but not less than one thousand dollars nor more than twenty thousand dollars.⁶ In the case of a partial acquisition of land that was a farm operation before the acquisition, the fixed payment will be made only if the CITY determines that:
- (1) The acquisition of part of the land caused the operator to be displaced from the farm operation on the remaining land; or
 - (2) The partial acquisition caused a substantial change in the nature of the farm operation.
- d. Nonprofit organization: A displaced nonprofit organization may choose a fixed payment of one thousand to twenty thousand dollars⁸ in lieu of a payment for actual moving and related expenses if the CITY determines that it cannot be relocated without a substantial loss of existing patronage (membership or clientele). A nonprofit organization is assumed to meet this test, unless the CITY demonstrates otherwise. Any payment in excess of one thousand dollars must be supported with financial statements for the two twelve-month periods before the acquisition. The amount to be used for the payment is the average of two years annual gross revenues less administrative expenses.
- e. Average annual net earnings of a business or farm operation: The average annual net earnings of a business or farm operation are one-half of its net earnings before federal, state, and local income taxes during the two taxable years immediately before the taxable year in which it was displaced.¹⁰ If the business or farm was not in operation for the full two taxable years before displacement, net earnings will be based on the actual period of operation at the displacement site during the two taxable years before displacement projected to an annual rate. Average annual net earnings may be based upon a different period of time when the CITY determines it to be more equitable. Net earnings include any compensation obtained from the business or farm operation by its owner, the owner's spouse, and dependents. The displaced person will furnish the CITY proof of net earnings through income tax returns, certified financial statements, or other reasonable evidence that the CITY determines is satisfactory.

8.3. Residential Moves: Actual Expenses.

The CITY will reimburse the displaced owner-occupant or tenant of a residential dwelling for their documented actual moving and related expenses that the CITY determines to be reasonable and necessary including the actual reasonable expenses in moving the person, her family, or other personal property.

- a. Disconnect, dismantle, and remove displaced personal property.
- b. Pack displaced personal property.
- c. Transport displaced person and personal property within fifty miles. The CITY may authorize transportation costs of a distance beyond fifty miles based on economic feasibility of the available choices of replacement locations, but not on the displacee's subjective preferences.

- d. Store personal property for a period not to exceed twelve months, unless the CITY determines a longer period is necessary.
- e. Unpack relocated personal property.
- f. Reassemble, reinstall, and reconnect relocated personal property.
- g. Insure for the replacement value of personal property in connection with the move; or where insurance covering loss, theft, or damage in the process of moving (not through fault or negligence of the displaced person or the person's agent, or employee) is not reasonably available, pay the replacement value for such loss, theft, or damage.
- h. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
- i. Reimburse other moving-relating expenses that are not listed as ineligible under Section 8.6, as the CITY determines to be reasonable and necessary.

8.4. Residential Moves: Fixed Payment In-Lieu of Reimbursement of Actual Expenses.

A person displaced from a dwelling or a seasonal residence is entitled to receive a fixed payment in lieu of a payment for actual moving and related expenses covered under Section 8.3. This allowance, when applicable, will be determined according to the applicable schedule approved by the Federal Highway Administration and WSDOT, except that the expense and dislocation allowance to a person occupying a furnished one-room unit shared by more than one other person involving a minimum of personal property to be moved, will be limited to fifty dollars.¹¹

8.5. Residential Moves: Manufactured Homes.

If the displaced dwelling is a manufactured home and/or manufactured home site, the provisions below will supplement the procedures set forth above regarding reimbursement of moving expenses for persons displaced from a residential dwelling. However, if the manufactured home is not acquired but the owner obtains a replacement housing payment under one of the circumstances described in Section 14.2.c, the owner is not eligible for payment for moving the manufactured home.

- a. A displaced manufactured home owner, who moves the manufactured home to a replacement site, is eligible for the necessary and reasonable cost of disassembling, moving, and reassembling any attached appurtenances (such as porches, decks, skirting, and awnings) that were not acquired, anchoring of the unit, and utility "hook-up" charges.
- b. If a manufactured home requires repairs and/or modifications so that it can be moved and/or made decent, safe, and sanitary, and the CITY determines that it would be practical to relocate it, the reasonable cost of such repairs and/or modifications is reimbursable.

- c. A non-returnable manufactured home park entrance fee is reimbursable, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a manufactured home park or the CITY determines that payment of the fee is necessary to effect relocation.

8.6. Ineligible Moving and Related Expenses.

The CITY will not reimburse for certain moving and related expenses (residential and non-residential), including the following:

- a. The cost of moving any structure or other real property improvement in which the displaced person reserved ownership. However, this section does not preclude the computation under Section 10.1.a (3)(d)(iii) or
- b. Interest on a loan to cover moving expenses; or
- c. Loss of goodwill; or
- d. Loss of profits; or
- e. Loss of trained employees; or
- f. Any additional operating expenses of a business or farm operation, incurred because of operating in a new location except as provided in Section 9.1, paragraph j; or
- g. Personal injury; or
- h. Any legal fee or any other cost for preparing a claim for a relocation payment or for representing the claimant before the CITY; or
- i. Expenses for searching for a replacement dwelling; or
- j. Physical changes to the real property at the replacement location of a business or farm operation; or
- k. Costs for storage of personal property on real property already owned or leased by the displaced person.

8.7. Discretionary utility relocation payments.

If the Project(s) cause the relocation of a utility facility and the relocation of the facility creates extraordinary expenses for its owner, the CITY may, at its option, make a relocation payment to the owner for all or part of such expenses, if the following criteria are met:

- a. The utility facility legally occupies State or local government property, or property over which the State or local government has an easement or right-of-way; and
- b. The utility facility's right of occupancy is pursuant to State law or local ordinance specifically authorizing such use and occupancy has been granted through a franchise, use and occupancy permit, or other similar agreement; and
- c. Relocation of the utility facility is required by and is incidental to the primary purpose of the Project(s); and

- d. There is no federal law, other than the Uniform Act, that clearly establishes a policy for the payment of utility moving costs that is applicable to the Project(s); and
- e. State or local government reimbursement for utility moving costs or payment of such costs by the CITY is in accordance with State law.

8.8. Extraordinary Expenses.

For the purposes of this Article, the term *extraordinary expenses* means those expenses which, in the CITY's sole opinion are not routine or predictable expenses relating to the utility's occupancy of rights-of-way, and are not ordinarily budgeted as operating expenses, unless the owner of the utility facility has explicitly and knowingly agreed to bear such expenses as a condition for use of the property, or has voluntarily agreed to be responsible for such expenses.

8.9. Utility Facility Relocation Costs.

A relocation payment to a utility facility owner for moving costs under this section may not exceed the cost to functionally restore the service disrupted by the Project(s), less any increase in value of the new facility and salvage value of the old facility. The CITY and the utility facility owner will reach prior agreement on the nature of the utility relocation work to be accomplished, the eligibility of the work for reimbursement, the responsibilities for financing and accomplishing the work, and the methods of accumulating costs and making payment.

9. RE-ESTABLISHMENT EXPENSES

The CITY may reimburse a displaced business, farm, or nonprofit organization for re-establishment expenses up to a maximum of ten thousand dollars (\$10,000).¹⁴ Such reimbursement would be for expenses actually incurred in relocating and reestablishing the small business, farm or non-profit organization at a replacement site. This reimbursement would be in addition to any reimbursement for moving and related expenses provided for in Article 8 above.

9.1. Eligible expenses.

Reestablishment expenses must be reasonable and necessary, as determined by the CITY. They may include, but are not limited to, the following:

- a. Repairs or improvements to the replacement real property as required by federal, state, or local law, code, or ordinance.
- b. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
- c. Construction and installation costs, not to exceed five hundred dollars (\$500.00) for exterior signing to advertise the business.
- d. Provision of utilities from right of way to improvements on the replacement site.
- e. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting.
- f. Licenses, fees, and permits when not paid as part of moving expenses.

- g. Feasibility surveys, soil testing and marketing studies, not to exceed five thousand dollars (\$5,000.00) in total.
- h. Advertisement of replacement location, not to exceed five hundred dollars (\$500.00).
- i. Professional services in connection with the purchase or lease of a replacement site.
- j. Increased costs of operation during the first two years at the replacement site, not to exceed two thousand dollars (\$2,000.00), for such items as:
 - (1) Lease or rental charges;
 - (2) Personal or real property taxes;
 - (3) Insurance premiums; and
 - (4) Utility charges, excluding impact fees.
- k. Impact fees or one-time assessments for anticipated heavy utility usage.
- l. Other items that the CITY considers essential to the reestablishment of the business.
- m. Expenses in excess of the maximums set forth in subsections (c), (h), and (j) in Section 9.1 may be considered eligible if large and legitimate disparities exist between costs of operation at the displacement site and costs of operation at an otherwise similar replacement site. In such cases the applicable federal/state-funding agency may, at the CITY's request, waive the regulatory limitation for reimbursement of such costs but in no event will total costs payable under this section exceed the ten thousand dollar (\$10,000) statutory maximum.

9.2. Ineligible expenses.

The following is a nonexclusive list of reestablishment expenditures not considered to be reasonable, necessary, or otherwise eligible:

- a. Purchase of capital assets, such as, office furniture, filing cabinets, machinery, or trade fixtures.
- b. Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.
- c. Interior or exterior refurbishments at the replacement site that are for aesthetic purposes, except as provided in Section 9.1, paragraph e.
- d. Interest on money borrowed to make the move or purchase the replacement property.
- e. Payment to a part-time business in the home that does not contribute materially to the household income.

10. PAYMENTS FOR REPLACEMENT HOUSING

10.1. For Certain Homeowners.

In addition to payments otherwise authorized by these Procedures, the CITY will make an additional payment to persons displaced from a dwelling actually owned and occupied by the displaced person for not less than one hundred eighty (180) days immediately before the initiation of negotiations for the acquisition of the property. The additional payment will be made only to persons who purchase and occupy a decent, safe, and sanitary replacement dwelling within one year after the date when the person receives final payment from the CITY for the acquired dwelling or the date when the CITY's obligations under RCW 8.26.075 are met, whichever date is later, unless the CITY extends this period for good cause. If the period is extended, the payments will be based on the costs of relocating the person to comparable replacement dwelling within one year of the extension date. Such payment will not exceed twenty two thousand, five hundred dollars (\$22,500)¹⁸, and will be established as set forth in Section 10.1.a below, and, in the case of manufactured home owner-occupants, as supplemented by Sections 14.2 and 14.3 below.

- a. Replacement housing payment for one hundred eighty-day homeowner-occupants.
- (1) Entitlement: A displaced person is entitled to the replacement housing payment for a one hundred eighty-day, homeowner-occupant if the person:
- (a) Has actually owned and occupied the displacement dwelling for not less than the one hundred eighty days immediately before the initiation of negotiations; and
 - (b) Purchases and occupies a DSS replacement dwelling within one year after the later of (except that the CITY may extend the one-year period for good cause):
 - i. The date the person receives final payment for the displacement dwelling or, in the case of condemnation, the date the required amount is deposited in the court;
 - ii. The date the person moves from the displacement dwelling; or
 - iii. The date the CITY's obligations under Article 15 are met.
- (2) Amount of payment: The replacement housing payment for an eligible one hundred eighty-day homeowner-occupant may not exceed twenty-two thousand, five hundred dollars (\$22, 500). The payment under this section is limited to the amount necessary to relocate to a comparable replacement dwelling within one year from the date the displaced homeowner-occupant is paid for the displacement dwelling, or the date such person is initially offered a comparable replacement dwelling, whichever is later. The payment will be the sum of:
- (a) The amount by which the cost of a replacement dwelling exceeds the acquisition cost of the displacement dwelling (price differential), as determined in accordance with subparagraph (3) of this section; and
 - (b) The increased interest costs and other debt service costs to be incurred in connection with the mortgage(s) on the replacement dwelling (increased mortgage interest cost), as determined in accordance with subparagraph (4) of this section; and

- (c) The necessary and reasonable expenses incidental to the purchase of the replacement dwelling (incidental purchase expense), as determined in accordance with subsection (6) of this section.
- (3) Price differential:
- (a) Determination of price differential: The price differential to be paid under subsection (2)(a) of this section is the amount that must be added to the acquisition cost of the displacement dwelling to provide a total amount equal to the lesser of:
 - i. The reasonable cost of a comparable replacement dwelling as determined in accordance with Section 10.3.a; or
 - ii. The purchase price of the DSS replacement dwelling actually purchased and occupied by the displaced person.
 - (b) Mixed-use and multifamily properties: If the displacement dwelling was part of a property that contained another dwelling unit and/or space used for nonresidential purposes, and/or is located on a tract larger than a site that is typical for residential purposes, only that portion of the acquisition payment that is actually attributable to the displacement dwelling will be considered its acquisition cost when computing the price differential.
 - (c) Insurance proceeds: To the extent necessary to avoid duplicate compensation, the amount of any insurance proceeds received by a person in connection with a loss to the displacement dwelling due to a catastrophic occurrence (fire, flood, etc.,) will be included in the acquisition cost of the displacement dwelling when computing the price differential.
 - (d) Owner retention/salvage of displacement dwelling: If the owner retains ownership of, or obtains salvage rights to, the person's dwelling, moves it from the displacement site, and reoccupies it on a replacement site, the purchase price of the replacement dwelling will be the sum of:
 - i. The cost of moving and restoring the dwelling to retain the functional utility it had when situated on the displacement site; and
 - ii. The cost of making the unit a DSS replacement; and
 - iii. The current fair market value for residential use of the replacement site (based on any reasonable evaluation method determined by the CITY), unless the claimant rented the displacement site and there is a reasonable opportunity for the claimant to rent a suitable replacement site; and
 - iv. The retention/salvage value of the displacement dwelling, as determined from the acquisition of the displacement dwelling.
 - (e) Owner constructs replacement dwelling: If the owner obtains a DSS replacement dwelling by contracting for or otherwise obtaining new construction, the purchase price of the replacement dwelling will be the sum of:
 - i. The cost necessary to construct a dwelling that is comparable to the displacement dwelling; and
 - ii. The current value for residential use of the replacement site (based on any reasonable evaluation method determined by the CITY), unless

the claimant rented the displacement site and there is a reasonable opportunity for the claimant to rent a suitable replacement site.

(4) Increased mortgage interest costs:

- (a) The CITY will determine the factors to be used in computing the amount to be paid to a displaced person under subsection (2)(b) of this section. The payment for increased mortgage interest costs will be the amount that will reduce the mortgage balance on a new mortgage to an amount that could be amortized with the same monthly payment for principal and interest as that for the mortgage(s) on the displacement dwelling. In addition, payments will include other debt service costs, if not paid as incidental costs, and will be based only on bona fide mortgages that were valid liens on the displacement dwelling for at least one hundred eighty days before the initiation of negotiations. Subparagraphs (b) through (e) of this subsection will apply to the computation of the increased mortgage interest costs payment, which payment will be contingent upon a mortgage being placed on the replacement dwelling.
 - (b) The payment will be based on the unpaid mortgage balance(s) on the displacement dwelling; however, in the event the person obtains a smaller mortgage than the mortgage balance(s) computed in the buydown determination the payment will be prorated and reduced accordingly.
In the case of a home equity loan the unpaid balance will be that balance that existed one hundred eighty days before the initiation of negotiations or the balance on the date of acquisition, whichever is less.
 - (c) The payment will be based on the remaining term of the mortgage(s) on the displacement dwelling or the term of the new mortgage, whichever is shorter.
 - (d) The interest rate on the new mortgage used in determining the amount of the payment will not exceed the prevailing fixed interest rate for conventional mortgages currently charged by mortgage lending institutions in the area in which the replacement dwelling is located.
 - (e) Purchaser's points and loan origination or assumption fees, but not seller's points, will be paid to the extent:
 - i. They are not paid as incidental expenses;
 - ii. They do not exceed rates normal to similar real estate transactions in the area;
 - iii. The CITY determines them to be necessary; and
 - iv. The computation of such points and fees will be based on the unpaid mortgage balance on the displacement dwelling, less the amount determined for the reduction of such mortgage balance under this section.
- (5) The displaced person will be advised of the approximate amount of this payment and the conditions that must be met to receive the payment as soon as the facts relative to the person's current mortgage(s) are known and the payment will be made available at or near the time of closing on the replacement dwelling in order to reduce the new mortgage as intended.
- (6) Incidental purchase expenses: The incidental purchase expenses to be paid for a one hundred eighty-day homeowner-occupant (under subsection (2)(c) of this

section) or for down payment assistance (under Section 10.3) are those necessary and reasonable costs actually incurred by the displaced person incident to the purchase of a replacement dwelling, and customarily paid by the buyer, and are limited by such costs based on the cost of a comparable replacement dwelling pursuant to Section 10.3.a, including:

- (a) *Legal, closing, and related costs, including those for title search, preparing conveyance instruments, notary fees, preparing surveys and plats, and recording fees.*
 - (b) *Lender, FHA, or VA application and appraisal fees.*
 - (c) *Loan origination or assumption fees that do not represent prepaid interest.*
 - (d) *Certification of structural soundness and termite inspection when required.*
 - (e) *Credit report.*
 - (f) *Owner's and mortgagee's evidence of title, e.g., title insurance.*
 - (g) *Escrow agent's fee.*
 - (h) *State revenue or documentary stamps, sales or transfer taxes.*
 - (i) *Such other costs that the CITY determines to be incidental to the purchase.*
- (7) Rental assistance payment for one hundred eighty-day homeowner: A one hundred eighty-day homeowner-occupant who is eligible for a replacement housing payment under subsection (1) of this section but elects to rent a replacement dwelling, is eligible for a rental assistance payment not to exceed five thousand, two hundred fifty dollars (\$5,250)²⁰, computed and disbursed in accordance with 10.2.a.

10.2. For Tenants and Others.

In addition to payments otherwise authorized by these Procedures, the CITY will make an additional payment to persons displaced from a dwelling who is not eligible to receive a payment under Section 10.1 if the dwelling was actually and lawfully occupied by the displaced person for not less than ninety days immediately before (a) the initiation of negotiations for acquisition of the dwelling, or (b) in any case in which displacement is not a direct result of acquisition, such other event as is prescribed by Section 10.2.a. The payment will consist of the amount necessary to enable the person to lease or rent for a period not to exceed forty-two months, a comparable replacement dwelling, but not to exceed five thousand, two hundred (\$5,200).²¹ The amount of the payment will be established as provided in paragraph 1 below, and, in the case of 90-day manufactured home occupants, as supplemented by Sections 14.3 and 14.4.

a. Replacement housing payment for ninety-day occupants.

- (1) Entitlement: A tenant or owner-occupant displaced from a dwelling is entitled to a payment not to exceed five thousand two hundred fifty dollars²² for rental assistance, as computed in accordance with subsection (2) of this section, or down payment assistance, as computed in accordance with subsection (3) of this section, if such displaced person:

- (a) Has actually and lawfully occupied the displacement dwelling for at least ninety days immediately before the initiation of negotiations; and
 - (b) Has rented, or purchased, and occupied a DSS replacement dwelling within one year (unless the CITY extends this period for good cause) after:
 - i. For a tenant, the date the tenant moves from the displacement dwelling; or
 - ii. For an owner-occupant, the later of:
 - (A) The date the owner-occupant receives final payment for the displacing interest, or in the case of condemnation, the date the required amount is deposited with the court; or
 - (B) The date the owner-occupant moves from the displacement dwelling.
- (2) Rental assistance payment:
- (a) Amount of payment: An eligible displaced person who rents a replacement dwelling is entitled to a payment not to exceed five thousand, two hundred fifty dollars (\$5,250)²³ for rental assistance. (See also Section 10.3.b.) Such payment will be forty-two times the amount obtained by subtracting the base monthly rent or the fair market rent (in accordance with (b) of this subsection) of the displacement dwelling for a reasonable period before displacement, as determined by the CITY, from the lesser of:
 - i. The monthly rent and average monthly cost of utilities for a comparable replacement dwelling; or
 - ii. The monthly rent and estimated average monthly utilities for the DSS replacement dwelling actually occupied by the displaced person.
 - (b) Base monthly rental for displacement dwelling. The base monthly rental for the displacement dwelling is the lesser of:
 - i. The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period before displacement, as determined by the CITY. (For an owner-occupant, use the fair market rent for the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, use the fair market rent, unless its use would result in a hardship because of the person's income or other circumstances); or
 - ii. Thirty percent of the person's average gross household income. (If the person refuses to provide appropriate evidence of income or is a dependent, the base monthly rental will be established solely on the criteria in (b)(i) of this subsection. A full time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise.)
 - iii. The total of the amounts designated for shelter and utilities if receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.
 - (c) Manner of disbursement: A rental assistance payment may, at the CITY's discretion, be disbursed in either a lump sum or in installments. However, except as limited by Section 10.3.g., the full amount vests immediately, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

(3) Down payment assistance payment:

- (a) Amount of payment: An eligible displaced person who purchases a replacement dwelling is entitled to a down payment assistance payment in the amount the person would receive under subsection (2) of this section if the person rented a comparable replacement dwelling. At the discretion of the CITY, a down payment assistance payment may be increased to any amount not to exceed five thousand, two hundred fifty dollars (\$5,250).²⁴ However, the payment to a displaced homeowner will not exceed the amount the owner would receive under Section 10.1.a, paragraph 6 if he or she met the one hundred eighty-day occupancy requirement. The CITY's discretion to provide the maximum payment will be exercised in a uniform and consistent manner, so those eligible displaced persons in like circumstances are treated equally. A displaced person eligible to receive a payment as a one hundred eighty-day owner-occupants under Section 10.1.a is not eligible for this payment.
- (b) Application of payment: The full amount of the replacement housing payment for down payment assistance must be applied to the purchase price of the replacement dwelling and related incidental expenses.
- (c) Manufactured Homes (See Sections 14.2 and 14.3.)

10.3. Additional rules governing replacement housing payments.

- a. Determining cost of comparable replacement dwelling: The upper limit of a replacement housing payment will be based on the cost of a comparable replacement dwelling.
- (1) Three-comparable method: If available, at least three comparable replacement dwellings will be examined and the payment computed on the basis of the dwelling most nearly representative of, and equal to, or better than, the displacement dwelling. An adjustment will be made to the asking price of any dwelling, to the extent justified by local market data. An obviously overpriced or underpriced dwelling may be ignored.
- (2) Major exterior attribute: If the site of the comparable replacement dwelling lacks a major exterior attribute of the displacement dwelling site (e.g., the site is significantly smaller or does not contain a swimming pool), the value of such attribute will be subtracted from the acquisition cost of the displacement dwelling for purposes of computing the replacement housing payment.
- (3) Remainder offer: If the acquisition of a portion of a typical residential property causes the displacement of the owner from the dwelling and the remainder is a remnant of the displacement dwelling site or a buildable residential lot, the CITY may offer to purchase that remainder. If such an offer is made and the owner refuses to sell the remainder to the CITY, the value attributable to that remainder will be added to the acquisition price paid for the displacement dwelling for purposes of computing the price differential.
- (4) Location: Comparable replacement dwellings will be selected preferably from the neighborhood in which the displacement dwelling was located or, if not

otherwise feasible, from nearby or similar neighborhoods where housing costs are generally the same as in the displacement neighborhood. Where that is not possible dwellings may be selected from neighborhoods where housing costs are the same or higher.

- b. Applicability of last resort housing: Whenever a twenty-two thousand, five hundred dollar (\$22,500) replacement housing payment under Section 10.1.a or a five thousand, two hundred fifty dollar (\$5,250) replacement housing payment under Section 10.2.a would be insufficient to ensure that a comparable replacement dwelling is available on a timely basis to a person, the CITY will provide additional or alternative assistance under the last resort housing provisions in Article 15, which may include increasing the replacement housing payment so that a replacement dwelling is within the displaced person's financial.
- c. Inspection of replacement dwelling: Before making a replacement housing payment or releasing a payment from escrow, the CITY or its designated representative will inspect the replacement dwelling and determine whether it is a DSS dwelling.
- d. Purchase of replacement dwelling: A displaced person is considered to have met the requirement to purchase a replacement dwelling, if the person:
 - (1) Purchases a dwelling; or
 - (2) Purchases and rehabilitates a substandard dwelling; or
 - (3) Relocates a dwelling that the person owns or purchases; or
 - (4) Constructs a dwelling on a site the person owns or purchases; or
 - (5) Contracts for the purchase or construction of a dwelling on a site provided by a builder or on a site the person owns or purchases; or
 - (6) Currently owns a previously purchased dwelling and site, valuation of which will be on the basis of current value.
- e. Occupancy requirements for displacement or replacement dwelling: No person will be denied eligibility for a replacement housing payment solely because the person is unable to meet the occupancy requirements set forth in this chapter for a reason beyond the person's control, including:
 - (1) A disaster, an emergency, or an imminent threat to the public health or welfare, as determined by the applicable federal funding agency; or
 - (2) Another reason, such as a delay in the construction of the replacement dwelling, military reserve duty, or hospital stay, as determined by the CITY.
- f. Conversion of payment: A displaced person who initially rents a replacement dwelling and receives a rental assistance payment under Section 10.2.a (2)(a), is eligible to receive a payment under Section 10.1(a) or Section 10.2.a (3)(a), if the person meets the eligibility criteria for such payments, including purchase and occupancy within the prescribed one-year period. Any portion of the rental assistance

payment that has been disbursed will be deducted from the payment computed under Section 10.1 or Section 10.2.a (3)(a),

- g. Payment after death: A replacement housing payment is personal to the displaced person and upon the person's death the undisbursed portion of any such payment will not be paid to the heirs or assigns, except that:
- (1) The amount attributable to the displaced person's period of actual occupancy of the replacement housing will be paid.
 - (2) The full payment will be disbursed in any case in which a member of a displaced family dies and the other family member(s) continue to occupy a DSS replacement dwelling.
 - (3) Any portion of a replacement housing payment necessary to satisfy the legal obligation of an estate in connection with the selection of a replacement dwelling by or on behalf of a deceased person will be disbursed to the estate.

11. RELOCATION ASSISTANCE

At the request of a displaced person, business, or farm operation, the CITY will provide relocation assistance advisory services, and may also provide relocation services to any person occupying property immediate adjacent to the property where the displacing activity occurs, if the CITY determines that the displacing activity is causing substantial economic injury to the adjacent property.

11.1. Relocation Advisory Services.

The CITY's relocation assistance advisory services will include, but are not limited to, such measures, facilities, or services as may be necessary or appropriate to:

- a. Determine the relocation needs and preferences of each person to be displaced and explain the relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance. This will include a personal interview with each person, whenever possible, except when to do so would be a burden on the displaced person.
- b. Provide current and continuing information on the availability, purchase prices, and rental costs of comparable replacement dwellings, and explain that the person cannot be required to move unless at least one comparable replacement dwelling is made available as set forth in Section 11.4.
 - (1) As soon as feasible, the CITY will inform the person in writing of the specific comparable replacement dwelling and the price or rent used for establishing the upper limit of the replacement housing payment (see Sections 10.3 a and 10.3.b) and the basis for the determination, so that the person is aware of the maximum replacement housing payment for which the person may qualify

- (2) Where feasible, housing will be inspected before being made available to assure that it meets applicable standards. If such an inspection is not made, the person to be displaced will be notified that a replacement housing payment may not be made unless the replacement dwelling is subsequently inspected and determined to be decent, safe, and sanitary (DSS).
 - (3) Whenever possible, minority persons will be given reasonable opportunities to relocate to DSS replacement dwellings, not located in an area of minority concentration, that are within their financial means. This does not, however, require the CITY to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling.
 - (4) All displaced persons, especially the elderly and handicapped, will be offered transportation to inspect housing to which they are referred.
- c. Provide current and continuing information on the availability, purchase prices, and rental costs of comparable and suitable commercial and farm properties and locations. Assist any person displaced from a business or farm operation to obtain and become established in a suitable replacement location.
 - d. Minimize hardships to persons in adjusting to relocation by providing information regarding other sources of assistance that may be available, and such other help as may be appropriate.
 - e. Supply persons to be displaced with appropriate information concerning federal and state housing programs, disaster loans and other programs administered by the Small Business Administration, and other federal, state, and local programs offering assistance to persons to be displaced.
 - f. Any person who occupies property acquired by the CITY, when such occupancy began subsequent to the acquisition of the property, and the occupancy is permitted by a short-term rental agreement or an agreement subject to termination when the property is needed the Project(s), will be eligible for advisory services, as determined by the CITY.

11.2. Coordination of relocation activities.

Relocation activities will be coordinated with Project(s) work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced receive consistent treatment and the duplication of functions is minimized.

11.3. Relocation Notice and Information.

- a. General Relocation Information Notice: As soon as feasible, the CITY will provide a person scheduled to be displaced with a copy of these Procedures, along with a general written description of the CITY's relocation Program. The written description will include at least the following:

- (1) Informs the person that the person may be displaced for the Project(s) and generally describes the relocation payment(s) for which the person may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s).
- (2) Informs the person that the person will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the person successfully relocate.
- (3) Informs the person that he or she will not be required to move without at least ninety-days advance written notice (see subparagraph (c) of this section), and informs any person to be displaced from a residential dwelling that the person cannot be required to move permanently unless at least one comparable replacement dwelling has been made available.
- (4) Describes the person's right to appeal the CITY's determination as to eligibility for, or the amount of, any relocation payment for which the person may be eligible under these Procedures.

b. Notice of relocation eligibility:

- (1) Eligibility for relocation assistance will begin on the date of initiation of negotiations for the occupied property. When this occurs, the CITY will promptly provide written notice to all occupants to be displaced of their eligibility for applicable relocation assistance.
- (2) An occupant may subsequently be provided a notice of noneligibility if the CITY determines the person will not be displaced. Such notice may be issued only if the person has not moved and the CITY agrees to reimburse the person for any expenses incurred to satisfy any binding contractual relocation obligations entered into after the effective date of the notice of relocation eligibility.

c. Ninety-day notice:

- (1) General: No lawful occupant will be required to move unless the occupant has received at least ninety days advance written notice of the earliest date by which he or she may be required to move.
- (2) Timing of notice: The CITY may issue the notice ninety days before it expects the person to be displaced or earlier. When possible the CITY will attempt to provide maximum notification time but in any event no less than ninety days, except in case of urgent need(s).
- (3) Content of notice: The ninety-day notice will either state a specific date as the earliest date by which the occupant may be required to move, or state that the occupant will receive a further notice indicating, at least thirty days in advance, the specific date by which the occupant must move. If the ninety-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than ninety days after such a dwelling is made available.
- (4) Urgent need: In unusual circumstances, an urgent need may arise and an occupant may be required to vacate the property on less than ninety days advance written notice if the CITY determines that a ninety-day notice is

impracticable, such as when the person's continued occupancy of the property would constitute a substantial danger to health or safety. A record of the CITY's determination will be included in the applicable case file.

11.4. Availability of Comparable Replacement Dwelling Before Displacement.

No person to be displaced will be required to move from the person's dwelling unless at least one comparable replacement has been made available to the person.

- a. Policy: Three or more comparable replacement dwellings will be made available unless such dwellings are not available on the local housing market. When otherwise feasible, in accordance with Section 11.1.b, paragraph 3 and Section 10.3.a, paragraph 4; comparable replacement dwellings to be made available to minority persons may include dwellings not located in an area of minority concentration. A comparable replacement dwelling will be considered to have been made available to a person, if:
 - (1) The person is informed of its location; and
 - (2) The person has sufficient time to negotiate and enter into a purchase agreement or lease for the property; and in order to meet the deadlines of the Project(s), the CITY may, at the request of the displaced person, provide assistance in these negotiations.
 - (3) Subject to reasonable safeguards, the person is assured of receiving the acquisition payment to which the person is entitled in sufficient time to complete the purchase or lease of the property.

- b. Circumstances permitting waiver: The applicable federal/state funding agency may grant a waiver of the policy in subparagraph a of this section in any case where it is demonstrated that a person must move because of:
 - (1) A major disaster as defined in section 102(c) of the Disaster Relief Act of 1974 (42 U.S.C. 5121); or
 - (2) A presidentially declared national emergency; or
 - (3) Another emergency that requires immediate vacation of the real property, such as when continued occupancy of the displacement dwelling constitutes a substantial danger to the health or safety of the occupants or the public.

- c. Basic conditions of emergency move: Whenever a person is required to relocate for a temporary period because of an emergency as described in subparagraph b of this section, for purposes of filing a claim and meeting the eligibility requirements for a relocation payment, the date of displacement is the date the person moves from the temporarily-occupied dwelling. The CITY will:
 - (1) Take whatever steps are necessary to assure that the person is temporarily relocated to a sanitary dwelling; and

- (2) Pay the actual reasonable out-of-pocket moving expenses and any reasonable increase in monthly housing costs incurred in connection with the temporary relocation; and
- (3) Make available to the displaced person as soon as feasible, at least one comparable replacement dwelling. (For purposes of filing a claim and meeting the eligibility requirements for a relocation payment, the date of displacement is the date the person moves from the temporarily occupied dwellings.)
- (4) The person is entitled to be heard according to Article 13 in the event of a grievance.

11.5. Eviction for cause.

Eviction for cause must conform to applicable state and local law. Any person who has lawfully occupied the real property, but who is later evicted for cause on or after the date of the initiation of negotiations, retains the right to the relocation payments and other assistance set forth in these Procedures. Any person who occupies the real property and is not in lawful occupancy on the date of initiation of negotiations is presumed to be entitled to relocation payments and other assistance set forth in this Article 11 unless the CITY determines that:

- a. The person received an eviction notice before the initiation of negotiations and as a result of that notice is later evicted; or
- b. The person is evicted after the initiation of negotiations for serious or repeated violations of material terms of the lease and occupancy agreement; and
- c. In either case the eviction was not undertaken for the purpose of evading the obligation to make available the payments and other assistance set forth in Article 11.

For purposes of determining eligibility for relocation payments, the date of displacement is the date the person moves or the date a comparable replacement dwelling is made available, whichever is later. This section applies only if the CITY had intended to displace the person.

11.6. Claims for relocation payments.

- a. Documentation: Any claim for a relocation payment must be supported by documentation reasonably necessary to support expenses incurred, such as, bills, certified prices, appraisals, or other evidence of such expenses. Payment for a low cost or uncomplicated move may be made without documentation of actual costs when payment is limited to the amount of the lowest acceptable bid or estimate obtained by the CITY. When appropriate, the CITY will provide a displaced person with reasonable assistance necessary to complete and file any required claim for payment.
- b. Expeditious payments: The CITY will review claims expeditiously. The CITY will promptly notify claimants as to any additional documentation that is required to support the claim. Payment for a claim will be made as soon as feasible following receipt of sufficient documentation to support the claim.

- c. Advance payments: If a person demonstrates the need for an advance relocation payment in order to avoid or reduce a hardship, the CITY may issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.
- d. Time for filing: All claims for a relocation payment must be filed with the CITY within eighteen months after:
 - (1) For tenants, the date of displacement;
 - (2) For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.

The CITY may waive this time period for good cause.
- e. Multiple occupants of one displacement dwelling: If two or more occupants of the displacement dwelling move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share, as determined by the CITY, of any relocation payments that would have been made if the occupants moved together to a comparable replacement dwelling. However, if the CITY determines that two or more occupants maintained separate households within the same dwelling, such occupants have separate entitlements to relocation payments.
- f. Deductions from relocation payments: The CITY will deduct the amount of any advance relocation payment from the relocation payment(s) to which a displaced person is otherwise entitled. Similarly where such a deduction would not prevent the displaced person from obtaining a comparable replacement dwelling as required by Section 11.4 the CITY may deduct from relocation payments any rent that the displaced person owes the CITY. The CITY will not withhold any part of a relocation payment to a displaced person to satisfy an obligation to any other creditor.
- g. Notice of denial of claim: If the CITY disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it will promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.

11.7. Relocation planning.

The Project(s) will be reasonably planned in such a manner that the problems associated with the displacement of individuals, families, businesses, farms, and non-profit organizations are recognized and solutions are developed to minimize the adverse impacts of displacement. Such planning, where appropriate, will precede any CITY action that will cause displacement. Planning may involve a relocation survey or study, which may include the following:

- a. An estimate of the number of households to be displaced including information such as owner/tenant status, estimated value and rental rates of property to be acquired, family characteristics, and special consideration of the impacts on minorities, the elderly, and the handicapped, when applicable.
- b. An estimate of the number of comparable replacement dwellings in the area (including price ranges and rental rates) that are expected to be available to fulfill the

needs of those households displaced. When an adequate supply of comparable housing is not expected to be available, consideration of housing of last resort actions should be instituted.

- c. An estimate of the number, types, and size of the businesses, farms, and non-profit organizations to be displaced and the approximate number of employees that may be affected.
- d. Consideration of any special relocation advisory services that may be necessary from the CITY and other cooperating agencies.

12. CHARACTERIZATION OF PAYMENTS

No payment received by a displaced person or business under these Procedures may be considered as income for the purpose of determining the eligibility or extent of eligibility of any person for assistance under any state law for the purposes of any income tax or any tax imposed under Title 82 RCW and the payment will not be deducted from any amount to which any recipient would otherwise be entitled under Title 74 RCW. No payment received by a displaced person under these Procedures will be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986, or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other federal law except for any federal law providing low-income housing assistance.

13. RELOCATION APPEALS PROCESS

The CITY will promptly review appeals in accordance with the requirements of applicable law and these Procedures.

13.1. Appealable Actions.

A person may file written notice of an appeal with the CITY in any case in which the person believes that the CITY has failed to properly determine the person's eligibility for, or the amount of, a payment required under these Procedures, or a relocation payment required under the Program.

13.2. Limitations.

A person is entitled to only such benefits as are specifically delineated in these Procedures.

13.3. Form of notice.

Appeals must be in writing. The CITY will consider a written appeal regardless of form. The appeal notice or letter should state what issues are being claimed, the reasons why the aggrieved person believes the claim should be allowed, and how the person believes he or she is otherwise aggrieved. The letter or notice should clearly identify the CITY's Project(s) and the parcel of real property involved and should bear the signature and address of the aggrieved person or the person's authorized representative. The CITY may refuse to schedule any review or hearing on an appeal

until these requirements have been complied with or may issue an order providing for dismissal of such appeal upon failure to comply within a reasonable time specified by the CITY, which will not be less than 14 days.

13.4. Time limit for initiating appeal.

The time limit will be sixty days after the person receives written notification of the CITY's determination on the person's claim.

13.5. Review of files by person making appeal.

The CITY will permit a person to inspect and copy all materials pertinent to the person's appeal, except materials that are classified as confidential by the CITY. The CITY may, however, impose reasonable conditions on the person's right to inspect, consistent with applicable laws.

13.6. Scope of Review Appraisal.

In deciding appeal, the CITY will consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure a fair and full review of the appeal.

13.7. CITY Official to Review Appeal.

The City Manager or his or her authorized designee will conduct the review of the appeal. However, in no event will the reviewing official have been directly involved in the action appealed

13.8. Determination of Notification.

Promptly after receipt of all information submitted by a person in support of an appeal, the CITY will make a written determination on the appeal, including an explanation of the basis on which the discussion was made, and furnish the person a copy. If the full relief requested is not granted the CITY will advise the person of his or her right to seek judicial review.

13.9. Hearing process.

Except as they may be inconsistent with the rules of this chapter, the practice and procedure rules as set forth in chapter 468-10 WAC will apply to appeals under this Program. Where the rules of these Procedures conflict with those of chapter 468-10 or 10-08 WAC, the rules of these Procedures will govern.

13.10. Discovery.

Discovery will be available in relocation appeals as follows. Any party to a relocation appeal may obtain discovery from any party by written interrogatories, written admissions, oral depositions, subpoena duces tecums, and written requests for production of documents. The procedures regarding these methods of discovery are found at CR 28 through 36 and 45(b) as now or hereafter amended and are hereby incorporated in these Procedures.

14. MANUFACTURED HOMES

14.1. General Provisions.

This Article 14 describes the requirements governing the provision of relocation payments to a person displaced from a manufactured home and/or manufactured homesite who meets the basic eligibility requirements of these Procedures. Except as modified by Section 8.5 and this Article 14, such a displaced person is entitled to a moving expense payment in accordance with Article 8 and a replacement housing payment in accordance with Article 10 to the same extent and subject to the same requirements as persons displaced from conventional dwellings.

14.2. Replacement housing payment for one hundred eighty-day manufactured home owner-occupants.

A displaced owner-occupant of a manufactured home is entitled to a replacement housing payment, not to exceed twenty-two thousand, five hundred dollars (\$22,500)²⁵ under Section 10.1 if:

- a. The person both owned the displacement manufactured home and occupied it on the displacement site for at least the one hundred eighty days immediately before the initiation of negotiations;
- b. The person meets the other basic eligibility requirements in Section 10.1.a; and
- c. The CITY acquires the manufactured home and/or manufactured homesite or the manufactured home is not acquired by the CITY but the owner is displaced from the manufactured home because the CITY determines that the manufactured home:
 - (1) Is not and cannot economically be made decent, safe, and sanitary; or
 - (2) Cannot be relocated without substantial damage or unreasonable cost; or
 - (3) Cannot be relocated because there is no available comparable replacement site; or
 - (4) Cannot be relocated because it does not meet manufactured home park entrance requirements.

If the manufactured home is not actually acquired, but the CITY determines that it is not practical to relocate it, the acquisition cost of the displacement dwelling used when computing the price differential amount, described in Section 10.1.a, will include the salvage value or trade-in value of the manufactured home, whichever is higher.

14.3. Replacement housing payments for ninety-day manufactured home occupants.

A displaced tenant or owner-occupant of a manufactured home is eligible for a replacement housing payment, not to exceed five thousand, two hundred fifty dollars (\$5,250), under Section 10.2 if:²⁶

- a. The person actually occupied the displacement manufactured home on the displacement site for at least the ninety days immediately before the initiation of negotiations;
- b. The person meets the other basic eligibility requirements in Section 10.2.a, paragraph 1; and
- c. The CITY acquires the manufactured home and/or manufactured homesite, or the manufactured home is not acquired by the CITY but the owner or tenant is displaced from the manufactured home because of one of the circumstances described in Section 14.2.c.

14.4. Additional rules governing relocation payment to manufactured home occupants.

- a. Replacement housing payment based on dwelling and site: Both the manufactured home and manufactured homesite must be considered when computing a replacement housing payment. For example, a displaced manufactured home occupant may have owned the displacement manufactured home and rented the site or may have rented the displacement manufactured home and owned the site. Also a person may elect to purchase a replacement manufactured home and rent a replacement site, or rent a replacement manufactured home and purchase a replacement site. In such cases, the total replacement housing payment will consist of a payment for a dwelling and a payment for a site; each computed under the applicable section in Sections 10.1 through 10.3. However, the total replacement housing payment under Sections 10.1 through 10.3 will not exceed the maximum payment (either twenty-two thousand, five hundred dollars (\$22,500) or five thousand, two hundred fifty dollars (\$5,250) permitted under the subsection that governs the computation for the dwelling. (See also Section 10.3.b.)
- b. Cost of comparable replacement dwelling:
 - (1) If a comparable replacement manufactured home is not available, the replacement housing payment will be computed on the basis of the reasonable cost of a conventional comparable replacement dwelling.
 - (2) If the CITY determines that it would be practical to relocate the manufactured home, but the owner-occupant elects not to do so, the CITY may determine that, for purposes of computing the price differential under Section 10.1.a, the cost of a comparable replacement dwelling is the sum of:
 - (3) The value of the manufactured home;
 - (4) The cost of any necessary repairs or modifications; and
 - (5) The estimated cost of moving the manufactured home to a replacement site.
- c. Initiation of negotiations: If the manufactured home is not actually acquired, but the occupant is considered displaced under these Procedures, "initiation of negotiations" is the date of initiation of negotiations to acquire the land, or, if the land is not acquired, the date of the written notification that the occupant is a displaced person under this chapter.

- d. Person moves manufactured home: If the owner is reimbursed for the cost of moving the manufactured home under this chapter, the owner is not eligible to receive a replacement housing payment to assist in purchasing or renting a replacement manufactured home. The owner may, however, be eligible for assistance in purchasing or renting a replacement site.
- e. Partial acquisition of manufactured home park: The acquisition of a portion of a manufactured home park property may leave a remaining part of the property that is not adequate to continue the operation of the park. If the CITY determines that a manufactured home located in the remaining part of the property must be moved as a direct result of the Project(s), the owner and any tenant will be considered a displaced person who is entitled to relocation payments and other assistance under this chapter.
- f. General provisions: Section 10.1 also applies.

15. LAST RESORT HOUSING

15.1. Applicability.

- a. Basic determination to provide last resort housing: A person will not be required to move from the person's dwelling unless the CITY has made available to the person at least one comparable replacement dwelling. Whenever the CITY determines that a replacement housing payment under Sections 10.1 through 10.3 would not be sufficient to provide a comparable replacement dwelling on a timely basis to the person, the CITY may take appropriate cost-effective measures this section to provide such a dwelling. The CITY's obligation to ensure that a comparable replacement dwelling is available will be met when such a dwelling, or assistance necessary to provide such a dwelling, is offered under the provisions of this Article 15.
- b. Basic rights of persons to be displaced:
 - (1) The provisions of this section do not deprive any displaced person of any rights the person may have under the Policy and Procedures. The CITY will not require any displaced person to accept a dwelling provided by the CITY under these Procedures (unless the CITY and the displaced person have entered into a contract to do so) in lieu of any acquisition payment or any relocation payment for which the person may otherwise be eligible. A one hundred eighty-day homeowner-occupants who is eligible for a payment under Section 10.1 is entitled to a reasonable opportunity to purchase a comparable replacement dwelling.
 - (2) The actual amount of assistance will be limited to the amount necessary to relocate to a comparable replacement dwelling within one year from the date the displaced homeowner-occupant is paid for the displacement dwelling or the date the person is initially offered a comparable replacement dwelling, whichever is later.

- (3) The CITY is not required to provide persons owning only a fractional interest in the displacement dwelling a greater level of assistance to purchase a replacement dwelling than the CITY would be required to provide such persons if they owned fee simple title to the displacement dwelling. If such assistance is not sufficient to buy a replacement dwelling, the CITY may provide additional purchase assistance or rental assistance.

15.2. Methods of providing replacement housing.

The CITY has broad latitude in implementing its last resort-housing program, but implementation will be on a reasonable cost-effective basis.

- a. The methods of providing last resort housing include, but are not limited to:
 - (1) Rehabilitation of and/or additions to an existing replacement dwelling.
 - (2) The construction of a new replacement dwelling.
 - (3) The provision of a direct loan, which requires regular amortization or deferred repayment. The loan may be unsecured or secured by the real property. The loan may bear interest or be interest free.
 - (4) A replacement housing payment in excess of the limits set forth in these sections. A rental assistance subsidy may be provided in installments or in a lump sum.
 - (5) The relocation and, if necessary, rehabilitation of a dwelling.
 - (6) The purchase of land and/or a replacement dwelling by the displacing CITY and subsequent sale or lease to, or exchange with, a displaced person.
 - (7) The removal of barriers to the handicapped.
 - (8) The change in status of the displaced person from tenant to homeowner when it is more cost-effective to do so, as in cases where a down payment may be less expensive than a last resort rental assistance payment.
- b. Under special circumstances, modified methods of providing housing of last resort permit consideration of:
 - (1) Replacement housing based on space and physical characteristics different from those in the displacement dwelling.
 - (2) Upgraded, but smaller replacement housing that is decent, safe, and sanitary and adequate to accommodate individuals or families displaced from marginal or substandard housing with probable functional obsolescence.
 - (3) The financial means of a displaced person who is not eligible to receive a replacement housing payment because of failure to meet length-of-occupancy requirements when comparable replacement rental housing is not available at rental rates within thirty percent of the person's gross monthly household income.

16. NOTICES

Notices will be written and will be in plain understandable language. Persons unable to read and understand the notice must be provided with appropriate translation. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. Notices will be personally served or sent by registered or certified first-class mail return receipt requested and documented in the CITY's files.

17. RECORDKEEPING

The CITY will maintain records of acquisition and displacement activities in sufficient detail to demonstrate compliance with these Procedures and law. These records must be maintained for at least 3 years after each owner of a property and each person displaced from a property receives the final payment to which the person is entitled under these Procedures or in accordance with federal funding requirements, whichever is later. Such records will be confidential regarding their use as public information, unless applicable law provides otherwise.

18. CONTRACTS FOR SERVICES

Due to limited staff and in order to prevent unnecessary expenses and delays, and to promote uniform and effective administration of the Program, the CITY may enter into contracts with any individual, firm, association, local public agency or state agency for services in connection with these Procedures or may carry out its functions under these Procedures through any state agency or local public agency having an established organization for conducting relocation assistance programs.

¹ 49CFR§24.102(c)

² 49CFR§24.102(c)

³ RCW 8.26.035(3), WAC 468-100-304(1), 49CFR§24.306(a)

⁴ RCW 8.26.035(3), WAC 468-100-304(1), 49CFR§24.306(a)

⁵ WAC468-100-304(3), 49CFR§24.306(c)

⁶ WAC468-100-304(3), 49CFR§24.306(c)

⁷ WAC468-100-304(4), 49CFR§24.306(d)

⁸ WAC468-100-304(4), 49CFR§24.306(d)

⁹ WAC468-100-304(5), 49CFR§24.306(e)

¹⁰ WAC468-100-304(5), 49CFR§24.306(e)

¹¹ WAC468-100-302, 49CFR§24.302

¹² WAC468-100-302, 49CFR§24.302

¹³ RCW8.26.035(d), WAC468-100-306, 49CFR§24.304

¹⁴ RCW8.26.035(d), WAC468-100-306, 49CFR§24.304

¹⁵ WAC468-100-306(c)

¹⁶ WAC468-100-306(h)

¹⁷ RCW8.26.045(1), WAC468-100-401(2), 49CFR§24.401(b)

¹⁸ RCW8.26.045(1), WAC468-100-401(2), 49CFR§24.401(b)

¹⁹ WAC468-100-401(2), 49CFR§24.401(b)

²⁰ WAC468-100-401(6), 49CFR§24.401(f)

²¹ RCW8.26.055(1), WAC468-100-402(1), 49CFR§24.402(a)

²² RCW8.26.055(1), WAC468-100-402(2)(a), 49CFR§24.402(b)

²³ WAC468-100-402(2)(a), 49CFR§24.402(b)

²⁴ WAC468-100-402(3)(a), 49CFR§24.402(c)

²⁵ WAC468-100-401, 49CFR§24.503(a)

²⁶ WAC468-100-504, 49CFR§24.504

Agenda Item 1
Covington City Council Meeting
Date: June 14, 2016

SUBJECT: CONTINUE DISCUSSION OF PROPOSED NEW CITY OFFICIAL'S CODE OF ETHICS

RECOMMENDED BY: Regan Bolli, City Manager
Sara Springer, City Attorney

ATTACHMENT(S):

1. Proposed New Code of Ethics

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

In April, staff presented an overview of the first draft of a new City Officials' Code of Ethics. The council indicated that they would like to bring the Code of Ethics back for review and discussion at this June 14, 2016, council meeting.

This agenda item is for discussion purposes only. Upon receiving comments from council members, staff will continue their review and revision of the proposed code and will return to the council for further review and approval.

ALTERNATIVES:

None

FISCAL IMPACT:

None

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

DISCUSSION ITEM ONLY—NO ACTION REQUIRED

REVIEWED BY: City Manager; City Attorney; City Clerk

--DRAFT ONLY--

1. SECTION 1: PURPOSE

- 1.1. Purpose.** The Covington city council has adopted this code of ethics for members of the city council and the city’s boards and commissions to promote public confidence in the integrity of local government and its fair operation. This code of ethics will provide the basis for education and training for city officials, both elected and appointed, to ensure that the highest standards and best practices with regard to ethics will be followed.
- 1.2. Intent.** The citizens and businesses of Covington are entitled to have fair, ethical and accountable local government that has earned the public’s full confidence. In keeping with the city of Covington’s commitment to excellence, the effective functioning of democratic government therefore requires that:

 - 1.2.1.** Public officials, both elected and appointed, comply with the laws and policies affecting the operations of government;
 - 1.2.2.** Public officials be independent, impartial and fair in their judgment and actions;
 - 1.2.3.** Public office be used for the public good, not for personal gain; and
 - 1.2.4.** Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.
- 1.3.** This code of ethics shall be liberally construed to effectuate its purpose and policy and to supplement existing laws that relate to the same subject.
- 1.4.** The conduct of all officials shall meet the applicable requirements of both this code and Chapter 42.23 RCW. When a higher standard of conduct is established by this code than by Chapter 42.23 RCW, the standards of this code shall control; provided, this code shall not be construed to permit any act or omission that is prohibited by Chapter 42.23 RCW.
- 1.5.** This code of ethics shall take effect xxxxxxxx xx, 2016.

2. SECTION 2: DEFINITIONS.

For the purpose of interpreting and enforcing this code of ethics, the following definitions shall apply:

- 2.1.** “Business entity” means any corporation, general or limited partnership, sole proprietorship (including a private consultant operation), joint venture, unincorporated association or firm, institution, trust, foundation, or other organization, whether or not organized for profit.
- 2.2.** “City agency” means every department, office, ethics officer, hearing examiner, commission, or committee of the city, or any subdivision thereof, but excludes public corporations and ad hoc advisory committees.
- 2.3.** “City officer or employee” means any person holding a position by election, appointment, or employment in the service of the city or city agency, whether paid or unpaid, including members of any ethics hearing officer, committee or commission.
- 2.4.** “Compensation” means anything of economic value, however designated, which is paid, loaned, advanced, granted, given or transferred for or in consideration of personal services to any person.
- 2.5.** “Beneficial interest” means any direct or indirect, pecuniary or material benefit, other than a remote interest, accruing to a city official as a result of a contract, transaction, zoning decision or other matter which is or may be the subject of an official act or act by or with the city, except for such contracts, transactions, zoning decisions or other matters which by their terms and by the substance or their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For purposes of this code, a city official shall be deemed to have an interest in the affairs of:
 - 2.5.1.** The official’s spouse or dependent children;
 - 2.5.2.** Any person or business entity with whom a contractual relationship, whether oral or written, exists with the official;
 - 2.5.3.** Any business entity in which the official is an officer, director, member, or employee;
 - 2.5.4.** Any business entity in which the officer controls or owns, directly or indirectly, in excess of one percent (1%) of the total stock, or an interest totaling five thousand dollars (\$5,000) or more in value; and
 - 2.5.5.** Any person or business entity with whom a contractual relationship, whether oral or written, exists with the official; provided, however, that a contractual obligation of less than five hundred dollars (\$500.00), or a commercially reasonable lien made in the ordinary course of business, or a contract for a commercial retail sale, shall not be deemed to create an interest in violation of this code.
- 2.6.** “Immediate family” means any person who is:
 - 2.6.1.** A spouse or domestic partner;

2.6.2. Any dependent parent, parent-in-law, child or son-in-law or daughter-in-law; or

2.6.3. Any parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of the city official.

2.7. “Official” means a member of the city council or a member of council-appointed city boards and commissions and other council-appointed task groups or committees, including youth members.

2.8. “Official act or action” means any legislative, administrative, appointive or discretionary act of any city official or committee or commission thereof.

2.9. “Person” means any individual, association, corporation, or other legal entity.

2.10. “Remote interest” means:

2.10.1. That of a non-salaried officer of a nonprofit corporation;

2.10.2. That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;

2.10.3. That of a landlord or tenant of a contracting party;

2.10.4. That of a holder of less than one percent (1%) of the shares of a corporation or cooperative which is a contracting party.

2.11. “Relative” means “Immediate Family” as defined herein.

3. SECTION 3: FINANCIAL OR BENEFICIAL INTEREST IN CITY TRANSACTIONS

No official, while holding such office or position, shall:

3.1. Regardless of prior disclosure thereof, hold or acquire a beneficial interest, direct or indirect, personally or through a member of his or her immediate family, in any contract which, in whole or in part, is, or which may be, made by, through, or under the supervision of such official or which may be made for the benefit of his or her office/position, or accept, directly or indirectly, any compensation, gratuity, or reward in connection with such contract from any other person or entity beneficially interested therein, in violation of Chapter 42.23 RCW.

3.2. Regardless of prior disclosure thereof, be beneficially interested, directly or indirectly, other than a remote interest, in any contract or transaction which may be made by, through, or under the supervision of such official, in whole or in part, or which may be made for the benefit of his or her office/position, or accept, directly or indirectly, any compensation, gratuity, or reward in connection with such contract or transaction from any other person beneficially interested therein, in violation of Chapter 42.23 RCW. This subsection shall not apply to the furnishing of utility services or other services of the city at the same rates and on the same terms as are available to the public generally, or to any other transaction specifically exempted by Chapter 42.23 RCW.

4. SECTION 4: DISQUALIFICATIONS FROM ACTING ON CITY BUSINESS

4.1. Generally. In order to ensure their independence and impartiality on behalf of the common good, officials shall abstain from participating in deliberations and decision-making where conflicts exist pursuant to this code.

4.2. Prohibited Conduct. No city official, while holding such office or position, shall:

4.2.1. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the official's independence of judgment or action in the performance of official duties and fail to disqualify himself or herself from official action in those instances where the conflict occurs.

4.2.2. Have a financial or other private interest, other than a remote interest as defined in this code, direct or indirect, personally or through a member of his or her immediate family, or business entity, in any matter upon which the official is required to act in the discharge of his or her official duties, and fail to disqualify himself or herself from acting or participating.

4.2.3. Fail to disqualify himself or herself from acting on any transaction which involves the city and any person who is, or at any time within the preceding twelve-month period has been, a private client of his or hers, or of his or her firm or partnership.

4.2.4. Have a financial or other private interest, other than a remote interest as defined in this code, direct or indirect, personally or through a member of his or her immediate family, or business entity, in any contract or transaction to which the city or any city agency may be a party, and fail to disclose such interest to the appropriate city authority prior to the formation of the contract or the time the city or city agency enters into the transaction.

4.3. Appearance of Conflict. If it could appear to a reasonable person, having knowledge of the relevant circumstances, that the official's judgment is impaired because of either a personal or business relationship not covered under the foregoing subsections, or a transaction or activity engaged in by the official, the official shall make a public, written disclosure of the facts giving rise to the appearance of a conflict before participating in the matter.

4.4. Exceptions. This section shall not apply to the following:

4.4.1. decisions regarding taxes or fees;

4.4.2. if the financial interest is shared with more than ten percent (10%) of the city's population; or

4.4.3. if the financial interest exists solely because of the official's ownership of less than one percent (1%) of the outstanding shares of a publicly traded corporation.

5. SECTION 5: GIFTS AND FAVORS

5.1. Definitions. For purposes of this section, the following terms have the given meaning:

5.1.1. "Gift" means anything of economic value for which no consideration is given. "Gift" does not include:

5.1.1.1. Items from relatives or friends where it is clear beyond a reasonable doubt that the gift was not made as part of any design to gain or maintain influence in the city or with the recipient in connection with city matters;

5.1.1.2. Items related to the outside business of the recipient that are customary and not related to the recipient's performance of official duties;

5.1.1.3. Items exchanged among officials and employees or a social event hosted or sponsored by a city officer or city employee for co-workers;

5.1.1.4. Payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance, or trade mission made in an official capacity. As used in this subsection, "reasonable expenses" are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;

5.1.1.5. Items an official or employee is authorized by law to accept;

- 5.1.1.6. Payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide nonprofit governmental or nonprofit professional, educational, trade, or charitable association or institution. As used in this subsection, “reasonable travel expenses” are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;
- 5.1.1.7. Items returned by the recipient to the donor within thirty (30) days of receipt or donated to a charitable organization within thirty (30) days of receipt;
- 5.1.1.8. Campaign contributions reported under Chapter 42.17 RCW;
- 5.1.1.9. Discounts available to an individual as a member of an employee group, occupation, or similar broad-based group;
- 5.1.1.10. Awards, prizes, scholarships, or other items provided in recognition of academic or scientific achievement.

5.1.2. “Single gift” means any event, item, or group of items used in conjunction with each other or any trip including transportation, lodging, and attendant costs, not excluded from the definition of gift under this subsection.

5.1.3. “Single source” means any person, corporation, or entity, whether acting directly or through any agent or other intermediary

5.2. Prohibited Gifts. Officials shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which are not available to the public in general. They may not solicit or receive any thing of monetary value from any person or entity where the thing of monetary value has been solicited, received, or given or, to a reasonable person, would appear to have been solicited, received, or given with intent to give or obtain special consideration or influence as to any action by the official in his or her official capacity; provided, that nothing shall prohibit campaign contributions which are solicited or received and reported in accordance with applicable law.

5.3. Limitations on Gifts. Other than those specified in this section, no official may accept gifts beyond the following limitations:

5.3.1. Single Gift. An official shall not accept a single gift with a value in excess of fifty dollars (\$50.00) in accordance with RCW 42.52.150(1).

5.3.2. Single Source. An official shall not accept gifts from a single source with an aggregate value in excess of fifty dollars (\$50.00) in a calendar year.

5.3.3. The value of gifts given to an official's family member or guest shall be attributed to the official or employee for the purpose of determining whether the limit has been exceeded, unless an independent business, family, or social relationship exists between the donor and the family member or guest.

5.3.4. If the fifty dollar (\$50.00) limit in RCW 42.52.150(1) is amended, this section shall be deemed to reflect the amended amount.

5.4. Exemptions. The following items are presumed not to influence the vote, action, or judgment of the official, or be considered as part of a reward for action or inaction, and may be accepted without regard to the limitations established by subsection 4.3 of this section:

5.4.1. Unsolicited flowers, plants, and floral arrangements;

5.4.2. Unsolicited advertising or promotional items of nominal value, such as pens and note pads;

5.4.3. Unsolicited tokens or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;

5.4.4. Unsolicited items received by an official for the purpose of evaluation or review, if the official has no personal beneficial interest in the eventual use or acquisition of the item;

5.4.5. Informational material, publications, or subscriptions related to the recipient's performance of official duties;

5.4.6. Food and beverages consumed at hosted receptions where attendance is related to the official's official duties;

5.4.7. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization;

5.4.8. Unsolicited gifts from dignitaries from another state or a foreign country which are intended to be personal in nature; and

5.4.9. Food and beverages on infrequent occasions in the ordinary course of meals where attendance by the official is related to the performance of official duties.

5.4.10. The presumptions of this subsection 5.4 are rebuttable and may be overcome based on the circumstances surrounding the giving and acceptance of the item.

6. SECTION 6: CAMPAIGNING

6.1. Generally. Officials may participate in the political process only on their own time, and only outside of city facilities by working on campaigns for the elections of any person to any office, or for the promotion of or the opposition to any ballot proposition, and shall not use or authorize the use of the facilities of the city for such purposes except as may be authorized by law under the provisions of Chapter 42.17.130 RCW.

6.2. Elected Officials' Campaigns.

6.2.1. As required by RCW 42.17A.565, no official shall knowingly solicit or encourage, directly or indirectly, any political contribution from any city employee.

6.2.2. Except under limited circumstances described in RCW 42.17A.555, no official may use or authorize the use of the facilities of the city for the purpose of assisting a campaign for the election of any person to any office, or for the promotion of or opposition to any ballot proposition in a manner not available to the general public on the same terms.

7. SECTION 7: PROHIBITED CONDUCT—MISCELLANEOUS

7.1. Violation of Other Laws. Officials shall comply with federal, state, and local laws in the performance of their public duties. These laws include, but are not limited to: the United States and Washington Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, and open processes of government; and city ordinances and policies.

7.2. Quasi-Judicial Proceedings.

7.2.1. No city official while holding such office or position shall participate in or influence any pending quasi-judicial proceeding if the city official has a financial or personal interest in the matter.

7.2.2. Ex Parte Communications. In quasi-judicial matters, officials shall publicly disclose substantive information that is relevant to a matter under consideration by the council or boards and commissions, which they may have received from sources outside of the public decision-making process.

7.3. Misuse of Public Position or Resources. Except for infrequent use at little or no cost to the city, officials shall not use public resources that are not available to the public in general, such as city staff time, equipment, supplies or facilities, for other than a city purpose.

7.4. Representation of Third Parties. Except in the course of official duties, officials shall not appear on behalf of the financial interests of third parties before the bodies on which the officials serve or in interaction with assigned staff. However, the members of the city council shall not appear on behalf of the financial interest of third parties before the council or any commission, board, or proceeding of the city, or in interaction with staff.

- 7.5. Incompatible Service.** No elected official shall engage in or accept private employment or render services for any person or engage in any business or professional activity when such employment, service, or activity is incompatible with the proper and faithful discharge of his or her official duties as such elected official, or when it would require or induce him or her to disclose confidential information acquired by him or her by reason of his or her official position.
- 7.6. Solicitations of Charitable Contributions.** No official may make direct personal solicitations for charitable contributions from city employees.
- 7.7. Confidential Information.** Officials shall not disclose or use any confidential information gained by reason of their official position for other than a city purpose. “Confidential information” means specific information, rather than generalized knowledge, that is not available to a person who files a public records request, and/or information made confidential by law.
- 7.8. False Statements** No official shall make, or induce or direct any city official or city employee to make, any false statement or representation of any public record or document in a willful disregard of the truth of such statement or representation.
- 7.9. Nepotism.** The city council will not appoint relatives of city council members to boards or commissions or other appointed positions.

8. SECTION 8: ETHICAL STANDARDS

Officials are encouraged to comply with the following standards:

- 8.1. Policy Role of Officials.** Officials shall respect and adhere to the council-manager structure of Covington city government as outlined by Chapter 35A.13 RCW. In this structure, the city council determines the policies of the city with the advice, information, and analysis provided by the public, boards and commissions, and city staff. Except as provided by state law, officials shall not interfere with the administrative functions of the city or the professional duties of city staff; nor shall they impair the ability of staff to implement council policy decisions.
- 8.2. Personal Integrity.**
 - 8.2.1.** The professional and personal conduct of officials must be above reproach and avoid even the appearance of impropriety. Officials shall refrain from abusive conduct; threats of official action; and personal accusations or verbal attacks upon the character or motives of other members of council, boards and commissions, the staff, or public.
 - 8.2.2.** Officials shall maintain truthfulness and honesty and not compromise themselves for advancement, honor, or personal gain.

8.2.3. Officials shall not directly or indirectly induce, encourage, or aid anyone to violate this code of ethics and it is incumbent upon officials to make a good faith effort to address apparent violations of this code of ethics.

- 8.3. Working for the Common Good.** Recognizing that stewardship of the public interest must be their primary concern, officials will work for the common good of the people of Covington and not for any private or personal interest, and they will ensure fair and equal treatment of all persons, claims, and transactions coming before the city council, boards, and commissions. Officials need to be mindful that making special requests of staff—even when the response does not benefit the official personally—puts staff in an awkward position.
- 8.4. Respect for Process.** Officials shall perform their duties in accordance with the processes and rules of order established by the city council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the city council by city staff.
- 8.5. Commitment to Transparency.** Transparency, openness, and accountability are fundamental values of the city—and are also required by the laws of the state of Washington. The public has a right to inspect and copy public records unless exempt by law from disclosure. All materials relating to the conduct of city government that are prepared, possessed, used, or retained by any official, including email and other electronic records, are subject to requirements for retention, protection, and disclosure. Officials may assume that all copies of materials received from city staff have already been archived and do not need to be retained. Officials shall not discard, damage, or destroy the original copy of any public record unless directed by the city public records officer (the city clerk), who has responsibility to ensure that the city complies with the record retention schedules established under Chapter 40.14 RCW. Officials shall promptly provide any records requested by the public records officer in response to a disclosure request under the Public Records Act, Chapter 42.56 RCW. It is the responsibility of the public records officer, together with the city attorney, to decide which records meet the definition of “public record” and whether or not they are exempt from disclosure; officials must not take it upon themselves to decide whether a record meets the definition of a public record, that a record is exempt from disclosure, or to otherwise conceal a record.
- 8.6. Conduct of Public Meetings.** Officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.
- 8.7. Decisions Based on Merit.** Officials shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- 8.8. Advocacy.**

- 8.8.1.** When acting in an official capacity as a city official representing the city, officials shall represent the official policies or positions of the city council, board, or commission to the best of their ability when the city council, board, or commission has taken a position or given an instruction.
- 8.8.2.** When presenting their individual opinions and positions, officials shall explicitly state they do not represent their body or the city of Covington, nor will they allow the inference that they do.
- 8.8.3.** Officials have the right to endorse candidates for all council seats or other elected offices. It is inappropriate to make or display endorsements during council meetings, board/commission meetings, or other official city meetings. However, this does not preclude officials from participating in ceremonial occasions, community events, or other events sponsored by civic groups.

9. SECTION 9: ETHICS OFFICER

9.1. Ethics Officer. The city council creates the position of ethics officer. The city attorney shall serve as the ethics officer, unless the city council chooses to appoint an independent third party, in addition to any additional duties as assigned by the city council, shall provide for the following:

- 9.1.1.** annual review of the code of ethics, including recommend changes or additions to this code of ethics to the city council, if deemed necessary;
- 9.1.2.** input into and review the training materials and program developed for this code of ethics;
- 9.1.3.** advisory opinions concerning this code of ethics; and
- 9.1.4.** the prompt and fair enforcement of the provisions of this code of ethics when necessary.

9.2. Advisory Opinions.

- 9.2.1.** Upon request of any official, the ethics officer shall render written advisory opinions concerning the applicability of this code to hypothetical circumstances and/or situations solely related to the persons making the request. The ethics officer will not render opinions on matters that are the purview of other government agencies or officials, e.g., the public disclosure commission, the city public records officer, etc.
- 9.2.2.** Upon request of any official, the ethics officer may also render written advisory opinions concerning the applicability of the code of ethics to hypothetical circumstances and/or situations related to a matter of city-wide interest or policy.

- 9.2.3. The ethics officer will endeavor to respond to requests for advisory opinions within thirty (30) days of submission of the request, or more rapidly if the requester expresses urgency in the request.
- 9.2.4. A person's conduct based in reasonable reliance on an advisory opinion rendered by the ethics officer shall not be found to violate this code of ethics, as long as all material facts have been fully, completely, and accurately presented in a written request for an advisory opinion, the ethics officer issues an advisory opinion that the described conduct would not violate the code of ethics, and the person's conduct is consistent with the advisory opinion.
- 9.2.5. The ethics officer reserves the right to reconsider the questions and issues raised in an advisory opinion and, where the public interest requires, rescind, modify, or terminate the opinion, but a modified or terminated advisory opinion will not form the basis of a retroactive enforcement action against the original requestor. Advisory opinions will contain severability clauses indicating that should portions of the opinion be found to be unenforceable or not within the ethics officer's authority, the remainder of the opinion shall remain intact.

10. SECTION 10: COMPLAINTS, INVESTIGATIONS, HEARINGS, AND ENFORCEMENT.

The ethics officer shall resolve inadvertent and minor violations of this code of ethics informally and may resolve inadvertent or minor violations informally, unless the ethics officer determines that doing so would not serve the public interest. When a violation is neither inadvertent nor minor, the ethics officer may initiate an action in accordance with this section.

10.1. Time Limitation. Any complaint or action taken under this code of ethics must be commenced within three (3) years from the date of the alleged violation.

10.2. Complaint Process.

10.2.1. Complaint Requirements—Service. Any person may submit a written complaint to the ethics officer, through the city clerk's office, alleging one or more violations of this code of ethics by an official. The complaint must set forth specific facts with enough precision and detail for the ethics officer to make a determination of sufficiency. In addition, the complaint must set forth the specific sections and subsections of this code that the facts violate, and the reasons why. The complaint must be signed under penalty of perjury by the person(s) submitting it in a manner consistent with Chapter 9A.72 RCW. The fact that a complaint has been received, the contents of the complaint, and the identity of the person making the complaint shall remain confidential to the extent available under the law until such time as the ethics officer has made a determination of sufficiency.

10.2.2. Finding of Sufficiency. The ethics officer shall make a determination of sufficiency within thirty (30) days of receipt of the written complaint. A complaint shall be sufficient if the allegations, if established, would violate this code. The ethics officer's determination is not reviewable. If the finding is one of sufficiency of the complaint, then the ethics officer may investigate the complaint as set forth below.

A finding by the ethics officer determining that a complaint is sufficient shall contain at the beginning the following specific language:

NOTICE: ANY PORTION OF THIS FINDING DETERMINING SUFFICIENCY OF ANY PORTION OF A COMPLAINT DOES NOT DETERMINE THE TRUTH OR FALSITY OF THE ALLEGATIONS CONTAINED IN THE COMPLAINT FILED WITH THE ETHICS OFFICER. THE ETHICS OFFICER HAS ONLY DETERMINED THAT IF CERTAIN FACTS CONTAINED IN THE COMPLAINT ARE FOUND TO BE TRUE DURING A LATER HEARING TO BE CONDUCTED BY THE HEARING EXAMINER, THEN VIOLATION(S) OF THE CODE OF ETHICS MAY BE FOUND TO HAVE OCCURRED.

10.2.3. Dismissal. The ethics officer shall dismiss the complaint if the ethics officer determines that the violation was inadvertent and minor; or a violation occurred, but appropriate actions have been taken to fully address the allegedly unethical conduct.

10.2.4. Protection Against Retaliation. Neither the city nor any official may take or threaten to take, directly or indirectly, official or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities, against any person because that person files a complaint with the ethics officer.

10.2.5. False Complaint. Any person who shall file a complaint for violation of this code knowing such charge to be false or to have been recklessly made without any reasonable attempt to determine relevant facts and circumstances shall be guilty of a misdemeanor and shall be punished as provided in Chapter 1.30 CMC.

10.3. Immediate Removal—Member of Board or Commission or Other Appointed Task Group or Committee. In the event the individual against whom the complaint was made is currently a member of a city board or commission or other task group or committee appointed by the city council, at any time after the complaint is filed pursuant to this section, the city council may, in addition to or in lieu of the public hearing process and other possible penalties as provided for in this section, and notwithstanding any other provision of the Covington Municipal Code, by a majority vote remove the individual from such board or commission effective immediately.

10.4. Notice. Notice of action by the ethics officer shall be provided as follows:

10.4.1. Notice of a finding of insufficiency or dismissal of a complaint by the ethics officer shall be sent to the person who made the complaint and the person complained against within seven (7) days of the decision by the ethics officer. A finding of insufficiency or dismissal of a complaint by the ethics officer is final and binding, and no administrative or other legal appeal is available through the ethics officer.

10.4.2. Within seven (7) days of the ethics officer rendering a finding of sufficiency, the city clerk shall send notice to the person who made the complaint and the person complained against, of the ethics officer's determination. If, after investigation, the ethics officer has reason to believe that a material violation of this code has occurred, the city clerk shall give notice of the public hearing which will be held to determine if a violation has occurred. Notice shall be provided at least thirty (30) days prior to the date set for the hearing. The person complained against shall have the right to file a written answer to the charge and to appear at the hearing with or without legal counsel, submit testimony, be fully heard, and to examine and cross examine witnesses.

10.5. Stipulations. At any time after a complaint has been filed with the ethics officer, the ethics officer may seek and make recommendations that the city council enter into a stipulation with the person complained against. The recommended stipulation will include the nature of the complaint, relevant facts, the reasons the ethics officer thinks a stipulation is appropriate, an admission of the violation by the person complained against, a promise by the person complained against not to repeat the violation, and if appropriate, a recommended remedy or penalty. The recommended stipulation shall be sent to the person who made the complaint and the person complained against and forwarded to the city council for action.

10.6. Conduct of Hearings.

10.6.1. All hearings on complaints found to be sufficient by the ethics officer shall be conducted by the city's hearing examiner. The hearing shall be informal, meaning that the hearing examiner shall not be bound by the strict rules of evidence prevailing in courts of law or equity. The hearing examiner may call witnesses on his or her own motion and compel the production of books, records, papers, or other evidence as needed. To that end, the hearing examiner shall issue subpoenas and subpoenas duces tecum. All testimony shall be under oath administered by the hearing examiner. The hearing examiner may adjourn the hearing from time to time to allow for the orderly presentation of evidence. The hearing examiner shall prepare an official record of the hearing, including all testimony, which shall be recorded by mechanical device, and exhibits; provided, that the hearing examiner shall not be required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.

10.6.2. Within thirty (30) days after the conclusion of the hearing, the hearing examiner shall, based upon a preponderance of the evidence, make and fully record in his or her permanent records, findings of fact, conclusions of law, and his or her recommended disposition. A copy of the findings, conclusions, and recommended disposition shall be sent to the person who made the complaint and to the person complained against. Additional copies of the findings, conclusions, and recommendations shall be forwarded to the ethics officer and city council.

10.7. City Council Action. Final city council action to decide upon stipulations and recommendations from the ethics officer and findings, conclusions, and recommendations from the hearing examiner shall be by majority vote in a public meeting. If the proceeding involves a member of the city council, deliberations by the council may be in executive session. The member of the council against whom the complaint was made will not participate in any executive session and shall not vote on any matter involving him or herself. However, upon request of the member of the council against whom the complaint was made, a public hearing or public meeting before the council will be held on the issue of penalties.

10.8. Disposition. In the event the hearing examiner finds that the person against whom the complaint was made has violated the code of ethics, then the city council may take any of the following actions by a majority vote of the council. The action of the city council shall be final and not subject to further review or appeal except as may be otherwise provided by law or as provided in this section.

10.8.1. Dismissal. Dismissal of the complaint without penalties.

10.8.2. Referral. A complaint may be referred to another agency with jurisdiction over the violation, such as the public disclosure commission. Final action on the complaint may be stayed pending resolution of the matter by the agency to which it was referred.

10.8.3. Admonition. An admonition shall be an oral non-public statement made by the mayor, or his/her designee, or if the complaint is against the mayor, the mayor pro tem or his/her designee, to the official.

10.8.4. Reprimand. A reprimand shall be administered to the official by a resolution of reprimand by the city council. The resolution shall be prepared by the city council and shall be signed by the mayor or, if the complaint is against the mayor, the mayor pro tem.

- 10.8.5. Censure.** A resolution of censure shall be a resolution read personally to the person in public. The resolution shall be prepared by the city council and shall be signed by the mayor, or if the complaint is against the mayor, the mayor pro tem. The person shall appear at a city council meeting at a time and place directed by the city council to receive the resolution of censure. Notice shall be given at least twenty (20) calendar days before the scheduled appearance at which time a copy of the proposed resolution of censure shall be provided to the person. The resolution of censure shall be read publicly, and the person shall not make any statement in support of, or in opposition thereto, or in mitigation thereof. The resolution of censure shall be read at the time it is scheduled whether or not the official appears as required.
- 10.8.6. Civil Penalties.** The city council may assess a civil penalty of up to one thousand dollars (\$1,000.00) or three times (3x) the economic value of anything received in violation of this code of ethics or three times (3x) the economic value of any loss to the city, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund.
- 10.8.7. Contract Void.** As provided by RCW 42.23.050, any contract made in violation of Chapter 42.23 RCW, "Code of ethics for municipal officers— contract interests," is void.
- 10.8.8. Other Penalties.** The city council may impose a restriction, loss of a committee assignment, or loss of appointment as a representative of the city for any regional or multijurisdictional body or membership on any board or commission which requires an appointment or confirmation of an appointment by the city council.
- 10.8.9. Review of Civil Penalties.** If the city council orders an official to pay a civil penalty, the official may seek a writ of review from the superior court pursuant to Chapter 7.16 RCW, within thirty (30) days of the city council's order.
- 10.9. Public Records.** Records filed with the ethics officer and/ or hearing examiner become public records that may be subject to inspection and copying by members of the public, unless an exemption in law exists. The city shall release copies of any written reports resulting from an investigation of a sustained complaint, any hearing examiner orders, and any written censures or reprimands issued by the city council, in response to public records requests consistent with Chapter 42.56 RCW and any other applicable public disclosure laws. To the extent required to prevent an unreasonable invasion of personal privacy interests protected by RCW 42.56.230(2), identity information may be redacted when an unsubstantiated complaint is made available in response to a public records request; however, in each case, the justification for the redaction shall be explained fully in writing.

SUBJECT: CONSIDER PASSING ORDINANCE ESTABLISHING PERMANENT LAND USE REGULATIONS FOR MARIJUANA BUSINESSES.

RECOMMENDED BY: Richard Hart, Community Development Director
Sara Springer, City Attorney

ATTACHMENT(S):

1. Proposed ordinance establishing permanent land use regulations for marijuana businesses
2. Zoning map with 1000 ft. Sensitive Area Buffers for marijuana uses
3. Zoning map with 500 ft. Sensitive Area Buffers for marijuana uses
4. MRSC map of King County cities and status of marijuana regulations

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

The purpose of this agenda bill is to discuss and take final action on an ordinance to establish permanent land use regulations for marijuana businesses within the City of Covington. The proposed ordinance (Attachment 1) combines both recreational and medical marijuana uses into one set of land use requirements with appropriate controls that meet Washington State Liquor and Cannabis Board (WSLCB) requirements for marijuana production, processing, and retail sales. Permanent land use regulations for all marijuana businesses should be passed by July 1, 2016, when the final set of state regulations regarding recreational and marijuana uses goes into effect.

A. New State Marijuana Regulations (Both Medical and Recreational)

As previously briefed to council, in an effort to consolidate the state's recreational and medical marijuana regulatory schemes, in April 2015 the state legislature passed SSSB 5052, the Cannabis Patient Protection Act (the "Act"), and Governor Inslee signed it into law, with partial vetoes. In July 2015, the state legislature and governor also passed and signed into law SHB 2136, which amended portions of SB 5052.

As a general overview, the Act:

- Establishes the state Liquor Control Board as the regulatory agency overseeing medical marijuana and renames the board the Washington State Liquor and Cannabis Board;
- Provides guidance for the growing, use, and purchase of medical marijuana, which will be regulated through the recreational marijuana regulatory structure;
- Requires marijuana retail businesses to apply for a medical marijuana endorsement through the WSLCB if they desire to sell medical marijuana in addition to recreational

marijuana. Accordingly, the WSLCB reopened the license period for retail stores to allow for additional licenses to be issued to address the needs of the medical market;

- Repeals medical marijuana collective gardens, replacing them with medical marijuana personal grows and cooperatives. Qualified patients may grow up to fifteen (15) plants in their home. Up to four (4) qualifying patients, or designated providers, may form a medical marijuana cooperative, which is permitted to grow up to sixty (60) plants at a cooperative location; and
- Gives authority to cities, towns, counties, and other municipalities to create and enforce civil penalties for the growing or processing of marijuana and for keeping marijuana plants beyond or otherwise not in compliance with the rules and regulations of cooperatives.

Portions of the Act were enacted as of July 1, 2015, and the remaining portions of the Act will go into effect as of July 1, 2016—notably, non-state-licensed marijuana establishments and current recreational marijuana businesses will be required to obtain a state endorsement if offering medical marijuana, and collective gardens will no longer be legal.

The central take-away from this new legislation is that as of July 1, 2016, all marijuana uses will be regulated jointly by the WSLCB under the same regulatory scheme. In response to the changes in state law regarding medical marijuana, the WSLCB has changed their regulations and policies regarding the issuance of licenses for retail marijuana businesses. Cities across the state received notification last fall from the WSLCB of certain changes to their marijuana licensing policies, and staff anticipate additional changes in the WSLCB's regulations and policies for marijuana businesses in the future.

B. History of Covington's Regulation of Recreational and Medical Marijuana

On August 9, 2011, the council passed a moratorium prohibiting medical marijuana facilities within the City of Covington. The council subsequently extended that moratorium in July 2012, January 2013, August 2013, February 2014, August 2014, February 2015, August 2015, and February 2016.

On November 12, 2013, the council passed interim zoning regulations for recreational marijuana production, processing, and retail uses for an initial six-month period. The council subsequently adopted amended interim regulations on April 22, 2014, and renewed those amended regulations in September 2014, April 2015, October 2015, and April 2016.

Passing the proposed ordinance will terminate both the city's current interim zoning regulations for recreational marijuana and the city's current moratorium on medical marijuana uses and will replace both with the proposed permanent regulations that will regulate all marijuana businesses within the city.

C. City Council Policy Direction and Proposed Permanent Marijuana Zoning Regulations

At the November 24, 2015, regular council meeting, staff presented to council detailed information regarding the new legislation passed by the state legislature in 2015, and the council made specific policy decisions to direct staff's development of permanent marijuana regulations for the city (inclusive of *both* recreational and medical marijuana businesses).

The proposed permanent marijuana ordinance creates a new Chapter 18.33 CMC, Marijuana-Related Uses and amends certain other sections of the city's land use code accordingly.

Highlights of the permanent regulations include:

- Incorporation of the requirements and procedures set forth in state law under Chapter 69.50 RCW and 314-55 WAC.
- Marijuana producers and processors licensed by the WSLCB are permitted only in the Industrial (I) zone.
- Marijuana retailers licensed by the WSLCB are permitted only in the General Commercial (GC) and Mixed Commercial (MC) zones.
- Marijuana producers, processors, and retailers must not locate within 1,000 ft. of sensitive uses (public or private elementary or secondary school, or any facility owned or operated by such school; child care center, preschool, nursery school, or other childcare facility; public park, trail, or playground; any real property designated in the Capital Improvement Plan for future park use; recreation center or facility; church, temple, synagogue, mosque, or chapel; public transit center; public library; or any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older).
- Upon successful application for a conditional use permit, marijuana retailers may locate within 500 ft. of certain sensitive uses (public park, trail, or playground; any real property designated in the Capital Improvement Plan for future park use; recreation center or facility; public library; church, temple, synagogue, mosque, or chapel; or any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older).
- Any violation is declared to be a public nuisance per se and, in addition to any other remedy provided by law or equity, may be abated by the city under applicable provisions of the CMC or state law.
- No use that constitutes or purports to be a marijuana producer, marijuana processor, or marijuana retailer that was engaged in that activity prior to the enactment of the proposed ordinance shall be deemed to have been a legally established use under the provisions of the CMC and that use shall not be entitled to claim legal non-confirming use status.

The proposed permanent code provisions only regulate marijuana businesses. The permanent regulations do not include provisions regarding personal growers or marijuana collectives, as

staff determined that such activity was of minimal impact and that the state regulations already included sufficient provisions regarding individual growers.

D. Planning Commission Recommendation on Permanent Marijuana Zoning Regulations

Staff presented the proposed permanent marijuana regulations to the planning commission for their consideration and discussion on April 21, 2016. On May 5, 2016, the planning commission held the required public hearing upon proper legal public notice. At that hearing eight (8) individuals provided public testimony. No one who offered testimony was a Covington resident. Two of the individuals who offered testimony are business owners within the city (the owner of the existing recreational marijuana retail store and the owner of Covington Holistic Medicine), and a third speaker works within the city.

The owner of Covington Holistic Medicine supported the ability for marijuana retailers to apply for a reduction of the sensitive use buffer from 1000 feet to 500 feet, but only through a conditional use permit process as proposed by city staff, so that she could operate a recreational marijuana business at the current location of her business (her current business is located within 1,000 feet of the King County Library, but is not located within 500 feet of the library). All other individuals who testified expressed concern over reducing the sensitive use buffer from 1000 feet to 500 feet because they felt it would open up the community to many more marijuana retail uses, and the community did not need additional such uses.

After the public hearing, the planning commission considered the testimony received and discussed the following issues:

- specific zones within which marijuana production, processing, and retail sales would be allowed;
- sensitive use buffers;
- reduction of the buffers for retail uses to 500 feet for selected sensitive uses only through a conditional use permit process;
- reduction of the conditional use permit fee for marijuana related applications; and
- the pros and cons of such changes in the permanent regulations from the interim regulations.

The planning commission also expressed some concern that those who testified might be concerned about opening up more competition. The planning commission ultimately reasoned that any additional regulation of the number of marijuana businesses within the city beyond the proposed regulations should be left to the private market, driven by the availability of property and premises to locate such businesses, and by the WSLCB process for issuing licenses for such businesses.

The planning commission voted 6-1 to recommend to the council the proposed permanent zoning regulations governing the production, processing, and retail sales of marijuana. The majority of the planning commission concluded that the proposed permanent regulations, with a reduced buffer area subject to a conditional use permit process, provided reasonable and necessary

consideration of both residential and commercial land uses, as well as future development within the proposed pedestrian-oriented Town Center zone.

ALTERNATIVES:

1. Do not pass the proposed permanent zoning regulations at this time and direct staff to make changes and return on June 28th for final adoption, prior to the July 1, 2016 deadline.

FISCAL IMPACT:

Staff time to respond to inquiries and review and permit proposed facilities, with appropriate permitting fees to offset the majority of those costs.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, and councilmember _____ seconds, to pass an ordinance, in substantial form as that presented, establishing permanent land use regulations governing marijuana production, processing, and retail uses within the City of Covington.

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

ATTACHMENT 1

ORDINANCE NO. 12-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ESTABLISHING LAND USE REGULATIONS FOR MARIJUANA USES; CREATING A NEW CHAPTER 18.33 OF THE COVINGTON MUNICIPAL CODE (CMC) AND AMENDING RELATED CMC SECTIONS; AND REPEALING ORDINANCE NOS 06-2016 and 07-2016; PROVIDING FOR SAVINGS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Initiative Measure No. 502, passed by Washington voters on November 6, 2012, and codified in Chapter 69.50 of the Revised Code of Washington (RCW), modified the State Controlled Substances Act to allow the possession of recreational marijuana for private and personal use and established a system for lawful production, processing, and retailing of recreational marijuana under state law; and

WHEREAS, Initiative Measure No. 502 and the Washington State Liquor and Cannabis Board (WSLCB) rules adopted thereunder establish licenses for producers, processors, and retailers of marijuana (collectively “marijuana businesses”); and

WHEREAS, in April 2015 the state legislature passed, and the governor signed into law, SB 5052, the Cannabis Patient Protection Act (the “Act”); and

WHEREAS, the Act establishes the WSLCB as the oversight body for all marijuana uses, both recreational and medical, provides guidance and rules for the regulation and licensing of medical marijuana, eliminates collective gardens to be replaced with medical marijuana collectives and personal grows, and requires special endorsements for marijuana retailers wishing to sell medical marijuana in addition to recreational marijuana; and

WHEREAS, the significant portions of the Act that affect the city’s zoning and licensing regulations does not go into effect until July 1, 2016; and

WHEREAS, on January 16, 2014, the Washington State Attorney General issued a formal opinion which concluded that I-502 does not prevent local governments from regulating or banning marijuana businesses; and

WHEREAS, the City has had, at all relevant times, a moratorium on medical marijuana production, processing, and distribution facilities (Ordinance No. 08-11, as amended); and

WHEREAS, the City has had, at all relevant times, interim zoning regulations (Ordinance No. 10-013, as amended) such that applicants have had clear notice of local zoning requirements for marijuana businesses; and

WHEREAS, the City’s interim regulations allow production and processing facilities only in the Industrial Zone (I) and marijuana retailers only in the General Commercial (GC) and Mixed Commercial (MC) zones; and

WHEREAS, one marijuana retailer has established in the City and no marijuana production or processing facilities have established in the City; and

WHEREAS, the City desires to adopt permanent regulations for all marijuana businesses at this time, even though the City will continue to monitor impacts and additional information related to this new industry in Covington and elsewhere in the state and will make additional change as may be determined by the City to be in its best interests; and

WHEREAS, a State Environmental Policy Act, RCW 43.21C, Final Determination of Non-Significance for the regulation of marijuana businesses was issued on April 13, 2016; and

WHEREAS, the Covington Planning Commission held a duly and properly noticed public hearing on May 6, 2016, providing an opportunity for the public to comment on the regulations set forth in this Ordinance, from which the planning commission made recommendations to the city council regarding permanent regulations for marijuana businesses; and

WHEREAS, the city council concludes that:

- a. Nothing in this Ordinance is intended to encourage any use or activity that violates federal law; and
- b. It is prudent to take a conservative approach to land use regulations related to marijuana businesses until there is more evidence concerning the community impacts from such uses in Covington and elsewhere in Washington state; and
- c. The proposed amendments and new code provisions are consistent with the applicable policies of the Covington Comprehensive Plan; and
- d. The proposed amendments and new code provisions promote the best long-term interests of the Covington community.

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

Section 1. Findings of Fact. The “Whereas” provisions above shall constitute Findings of Fact and are incorporated by reference as if fully set forth herein.

Section 2. Medical Marijuana Moratorium Repealed. Ordinance No. 08-11, as amended, establishing a moratorium on all medical marijuana production, processing, and distribution facilities and related businesses is hereby repealed in its entirety.

Section 3. Interim Recreational Marijuana Regulations Repealed. Ordinance No. 10-13, as amended, establishing interim zoning regulations for recreational marijuana production, processing, and retail facilities is hereby repealed in its entirety.

Section 4. New Chapter 18.33 CMC Created. The following regulations governing all marijuana businesses are hereby adopted as follows and shall be codified as a new Chapter 18.33 CMC:

Chapter 18.33 CMC, Marijuana-Related Uses

18.33.010 Definitions.

Unless the context clearly indicates otherwise the terms within this chapter shall have the meanings established pursuant to Chapter 18.20 CMC. Any terms not defined in Chapter 18.20 CMC shall have meanings established pursuant to RCW 69.50.101.

18.33.020 Marijuana-Related Uses—Generally.

(1) The production, processing, and retailing of marijuana is and remains illegal under federal law. Nothing in this chapter is an authorization to circumvent federal law or provide permission to any person or entity to violate federal law.

(2) This chapter incorporates the requirements and procedures set forth in chapter 69.50 RCW and 314-55 WAC. Except as otherwise specifically provided herein, in the event of any conflict between the provisions of this chapter and the provisions of chapter 69.50 RCW or chapter 314-55 WAC, the more restrictive provision shall control.

(3) The regulations under chapter 69.50 RCW and chapter 314-55 WAC, now or as may hereafter be amended, shall apply to all marijuana producers, processors, retailers, and retail outlets in addition to the provisions of this chapter.

(4) Only marijuana producers, marijuana processors, and marijuana retailers licensed by the Washington State Liquor Control Board may locate in the City and then only pursuant to the license issued by the Washington State Liquor Control Board.

(5) Marijuana producers, marijuana processors, and marijuana retailers are required to acquire all additional necessary business licenses and permits, and comply with all other applicable City ordinances and regulations.

(6) The City may, prior to issuance of any license or permit, perform an inspection of the proposed premises to determine compliance with any applicable requirements of this chapter and all other applicable City ordinances and regulations.

18.33.030 Marijuana Producers and Processors.

Marijuana producers and marijuana processors licensed by the Washington State Liquor Control Board are permitted only in the Industrial (I) zone, subject to the requirements and other general provisions as set forth in this title, except where modified by this chapter.

(1) Marijuana producers and marijuana processors shall not operate as an accessory to a primary use or as a home occupation.

(2) All marijuana production and processing activities shall occur within an enclosed structure and the facility shall be designed, located, constructed, and buffered to blend in with its surroundings and mitigate significant adverse impacts on adjoining properties and the community. Special attention shall be given to minimizing odor, noise, light, glare, and traffic impacts.

18.33.040 Marijuana Retailers.

Marijuana retailers licensed by the Washington State Liquor Control Board are permitted only in the General Commercial (GC) and Mixed Commercial (MC) zones, subject to the requirements and other general provisions as set forth in this title, except where modified by this chapter.

(1) Marijuana retailers shall not operate as an accessory to a primary use or as a home occupation.

(2) Any marijuana odor shall be contained within the marijuana retail outlet so that the odor of marijuana cannot be detected from any abutting use or property by a person with a normal sense of smell. If any marijuana odor can be smelled from any abutting use or property, the marijuana retailer shall be required to implement measures necessary to contain the odor, including, but not limited to, installation of ventilation equipment.

(3) In addition to the security requirements in Chapter 315-55 WAC, during business hours, all marijuana retailers shall store all useable marijuana, marijuana-infused product, and cash in a safe or in a substantially constructed and locked cabinet. The safe or cabinet shall be incorporated into the building structure or securely attached thereto. For useable marijuana products that must be kept refrigerated or frozen, these products must be stored in a locked refrigerator or freezer container in a manner approved by the Director, provided the container is affixed to the building structure.

18.33.050 Sensitive Use Buffers.

(1) Except as provided for in subsection (2) of this section, marijuana producers, marijuana processors, marijuana retailers, and marijuana retail outlets shall not locate within one thousand feet (1,000 ft.) of the following uses or any use included in Chapter 314-55 WAC now or as hereafter may be amended:

- (a) Public or private elementary or secondary school, or any facility owned or operated by such school;
- (b) Child care center, preschool, nursery school, or other childcare facility;
- (c) Public park, trail, or playground;
- (d) Any real property designated in the Capital Improvement Plan for future park use;
- (e) Recreation center or facility;
- (f) Church, temple, synagogue, mosque, or chapel;
- (g) Public transit center;
- (h) Public library; or
- (i) Any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older.

(2) Marijuana retailers and marijuana retail outlets may locate less than one thousand feet (1000ft.) but no less than five hundred feet (500 ft.) of the following uses upon obtaining a conditional use permit (CUP) as prescribed in CMC Title 18.125.040 and Title 14.30:

- (a) Public park, trail, or playground;
- (b) Any real property designated in the Capital Improvement Plan for future park use;
- (c) Recreation center or facility;
- (d) Public library;
- (e) Church, temple, synagogue, mosque, or chapel; or
- (f) Any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older.

(3) The buffer restrictions in subsections (1) and (2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the proposed use is to be located to the nearest point of the parcel of property from which the proposed land use is to be separated.

18.33.060 Enforcement - Penalty.

(1) Any violation of this chapter is declared to be a public nuisance per se and, in addition to any other remedy provided by law or equity, may be abated by the City under applicable provisions of this code or state law.

(2) No person or entity may violate or fail to comply with any provision of this chapter. Each person or entity commits a separate offense for each and every day they commit, continue, or permit a violation of any provision of this ordinance.

18.33.070 Legal Non-Conforming Uses

No use that constitutes or purports to be a marijuana producer, marijuana processor, or marijuana retailer as those terms are defined in this title, that was engaged in that activity prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Covington Municipal Code and that use shall not be entitled to claim legal non-confirming use status.

Section 5. Chapter 18.20 CMC Amended. Chapter 18.20 CMC, established by Ordinance No. 12-2016, as amended (CMC Title 18, Zoning), is hereby amended by the addition of the following:

18.20.744 Marijuana

“Marijuana” shall have the meaning established pursuant to RCW 69.50.101(v), as currently adopted and hereafter amended.

18.20.744.1 Marijuana processor

“Marijuana processor” shall have the meaning established pursuant to RCW 69.50.101(x), as currently adopted and hereafter amended.

18.20.744.2 Marijuana producer

“Marijuana producer” shall have the meanings established pursuant to RCW 69.50.101(y), as currently adopted and hereafter amended.

18.20.744.3 Marijuana retail outlet

“Marijuana retail outlet” shall have the meanings established pursuant to RCW 69.50.101(oo), as currently adopted and hereafter amended.

18.20.744.4 Marijuana retailer

“Marijuana retailer” shall have the meanings established pursuant to RCW 69.50.101(bb), as currently adopted and hereafter amended.

18.20.744.5 Marijuana-infused products

“Marijuana-infused products” shall have the meanings established pursuant to RCW 69.50.101(cc), as currently adopted and hereafter amended.

18.20.744.6 Marijuana, useable

“Marijuana, useable” or “useable marijuana” shall have the meanings established pursuant to RCW 69.50.101(tt), as currently adopted and hereafter amended.

Section 6. Section 18.25.080 CMC Amended. Section 18.25.080(A) CMC, Manufacturing land uses, established by Ordinance No. 42-02, as amended (CMC Title 18, Zoning), is hereby amended to include “Marijuana Production and Processing” as a permitted “P” use.

Section 7. Section 18.31.080 CMC Amended. Section 18.31.080(3) CMC, established by Ordinance No. 10-10, as amended (CMC Title 18, Zoning), is hereby amended to include “Marijuana Retailer and Retail Outlets” under the “Commercial” subheading as: Not Permitted (NP) in the Town Center (TC); Permitted (P) and by Conditional Permit (C 28) in Mixed Commercial (MC); Permitted (P) and by Conditional Permit (C 28) in General Commercial (GC); and Not Permitted (NP) in Mixed Housing Office (MHO).

A new notation 28 is hereby also included as the following: Pursuant to CMC 18.33.050, marijuana retailers and retail outlets may locate between five hundred (500 ft.) and nine hundred ninety nine (999 ft.) of a public park, trail, playground, or recreational facility; church, chapel, temple, synagogue, or mosque; public library; or any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older; but only by conditional use permit (CUP) as prescribed in Title 18.125.040 and Title 14.30.

Section 8. Conflict. In the event there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

Section 9. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or

federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 10. Savings. The enactment of this Ordinance shall not affect any case, proceeding, appeal, or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 11. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary technical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerk errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 11. Supersede. The provisions of this Ordinance shall supersede the provisions of Ordinance Nos. 08-11, as amended, the City's moratorium on medical marijuana, and Ordinance Nos. 10-13, as amended, the City's interim zoning regulations for recreational marijuana.

Section 12. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect on July 1, 2016.

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof on the 14th day of June, 2016, and signed in authentication of its passage.

Mayor Jeff Wagner

PUBLISHED: June 24, 2016

EFFECTIVE: July 1, 2016

ATTESTED:

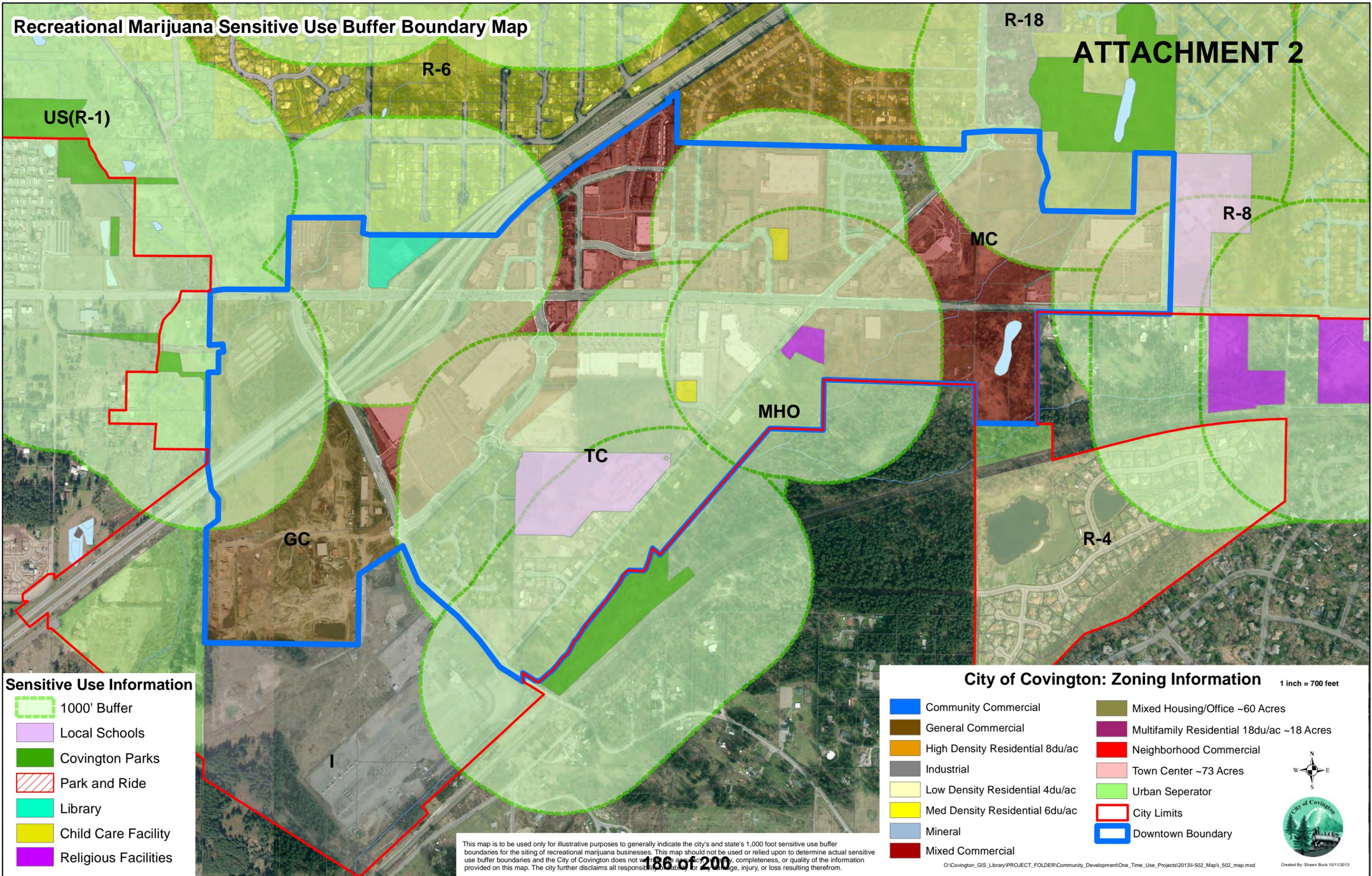
Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

Recreational Marijuana Sensitive Use Buffer Boundary Map

ATTACHMENT 2



Sensitive Use Information

- 1000' Buffer
- Local Schools
- Covington Parks
- Park and Ride
- Library
- Child Care Facility
- Religious Facilities

City of Covington: Zoning Information 1 inch = 700 feet

 Community Commercial	 Mixed Housing/Office ~60 Acres
 General Commercial	 Multifamily Residential 18du/ac ~18 Acres
 High Density Residential 8du/ac	 Neighborhood Commercial
 Industrial	 Town Center ~73 Acres
 Low Density Residential 4du/ac	 Urban Separator
 Med Density Residential 6du/ac	 City Limits
 Mineral	 Downtown Boundary
 Mixed Commercial	

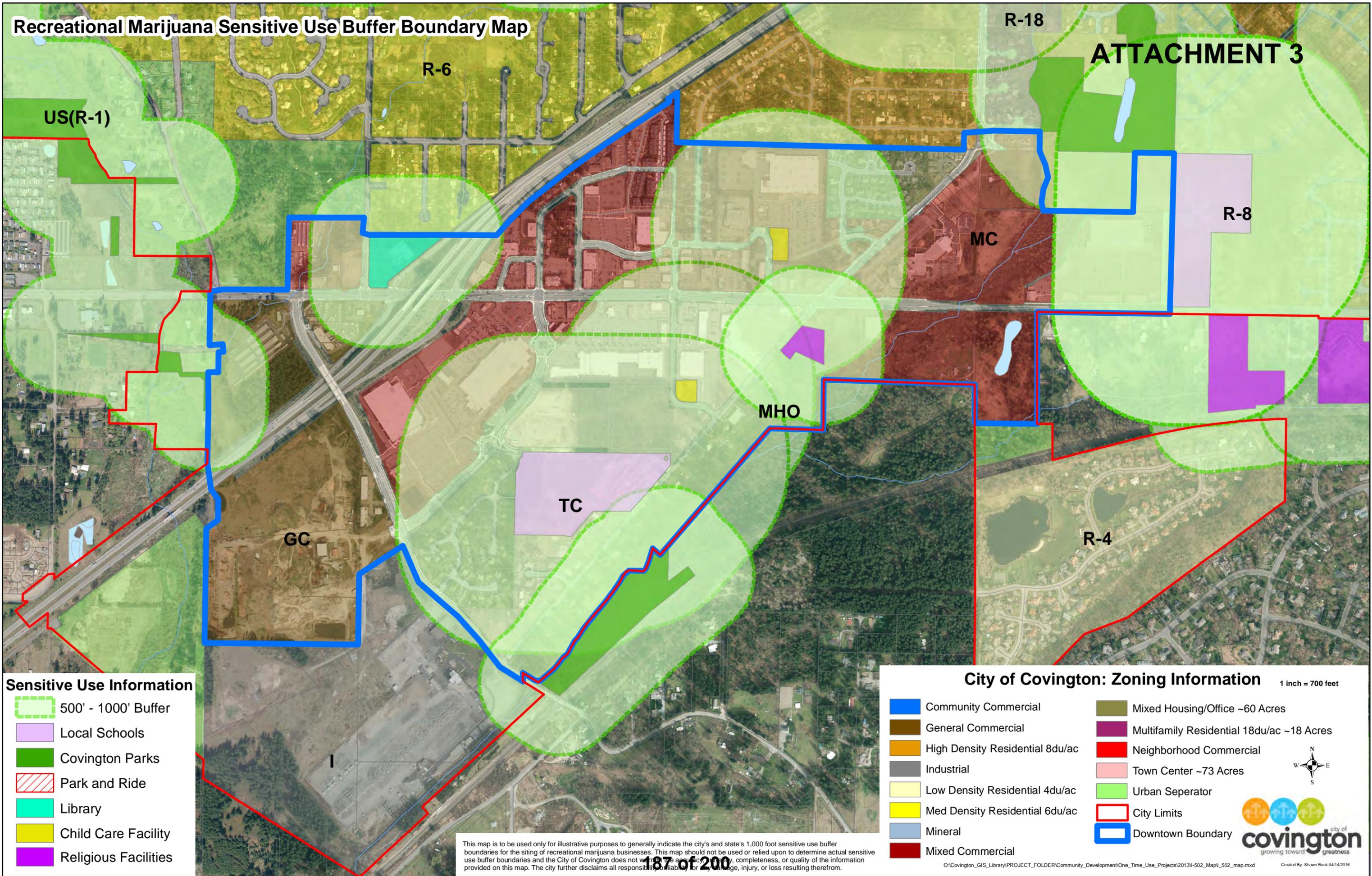



Created By: Shawn Buck 10/11/2013

This map is to be used only for illustrative purposes to generally indicate the city's and state's 1,000 foot sensitive use buffer boundaries for the siting of recreational marijuana businesses. This map should not be used or relied upon to determine actual sensitive use buffer boundaries and the City of Covington does not warrant the accuracy, completeness, or quality of the information provided on this map. The city further disclaims all responsibility for any damage, injury, or loss resulting therefrom.

Recreational Marijuana Sensitive Use Buffer Boundary Map

ATTACHMENT 3



Sensitive Use Information

- 500' - 1000' Buffer
- Local Schools
- Covington Parks
- Park and Ride
- Library
- Child Care Facility
- Religious Facilities

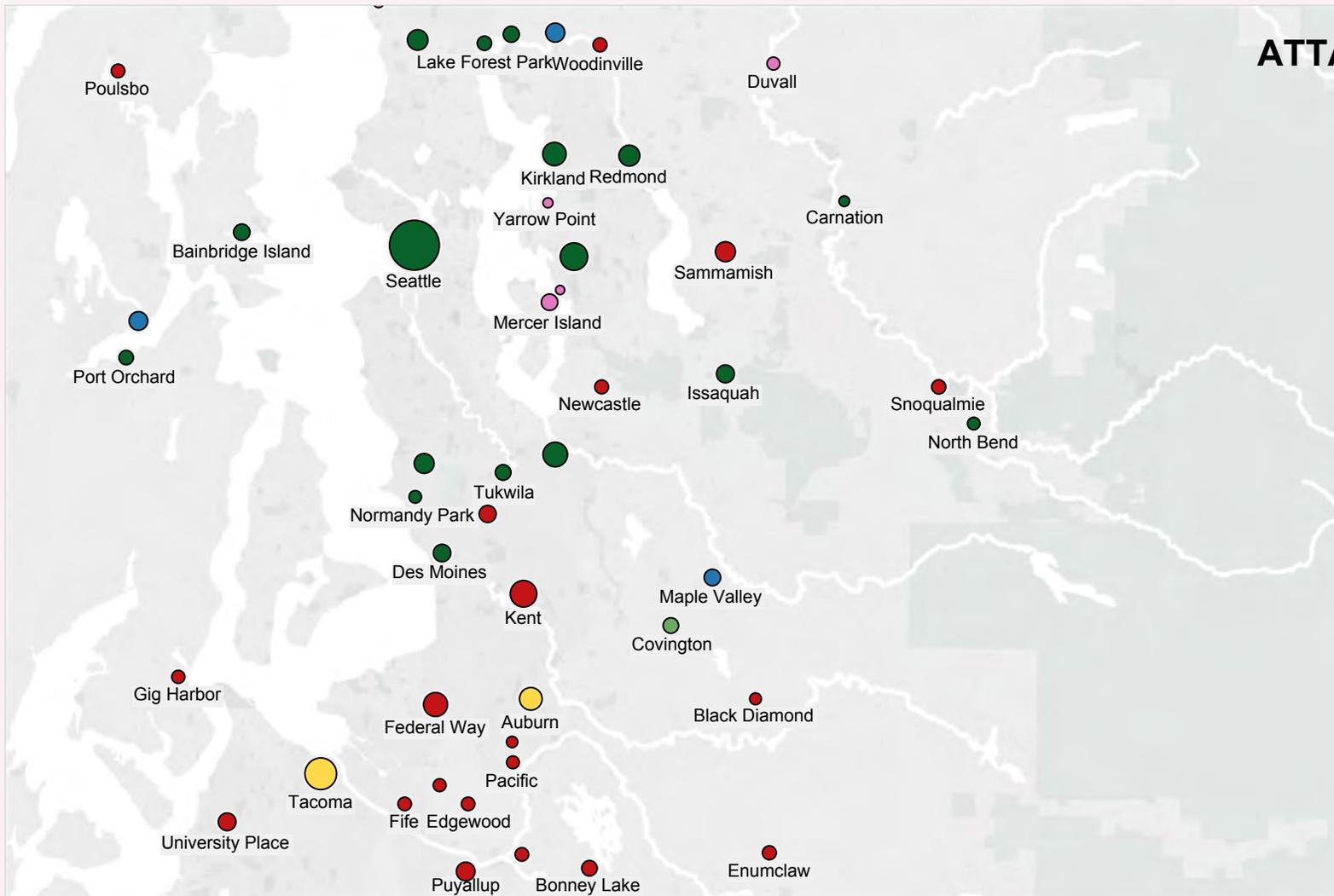
City of Covington: Zoning Information

1 inch = 700 feet

- | | |
|--|--|
| Community Commercial | Mixed Housing/Office ~60 Acres |
| General Commercial | Multifamily Residential 18du/ac ~18 Acres |
| High Density Residential 8du/ac | Neighborhood Commercial |
| Industrial | Town Center ~73 Acres |
| Low Density Residential 4du/ac | Urban Separator |
| Med Density Residential 6du/ac | City Limits |
| Mineral | Downtown Boundary |
| Mixed Commercial | |



This map is to be used only for illustrative purposes to generally indicate the city's and state's 1,000 foot sensitive use buffer boundaries for the siting of recreational marijuana businesses. This map should not be used or relied upon to determine actual sensitive use buffer boundaries and the City of Covington does not warrant the accuracy, completeness, or quality of the information provided on this map. The city further disclaims all responsibility for any damage, injury, or loss resulting therefrom.



Jurisdiction Type

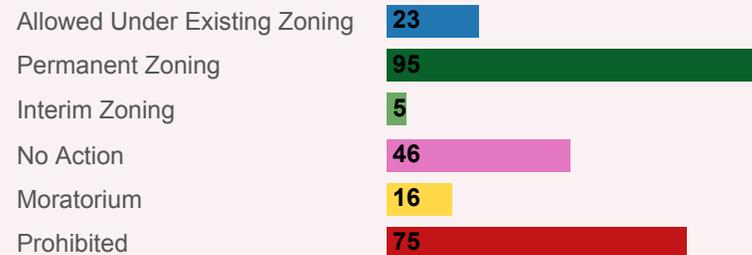
- City
- County

Choose a City
All

Zoning Type

- Allowed Under Existing Zoning
- Interim Zoning
- Moratorium
- No Action
- Permanent Zoning
- Prohibited

Totals By Zoning Type (Click to highlight)



SUBJECT: CONSIDER CITIZEN SURVEY QUESTIONS

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. 2016 Draft Survey (to be provided separately)
2. 2013 Survey Results

PREPARED BY:

Karla Slate, Communications and Marketing Manager

EXPLANATION:

Staff is preparing to launch the 2016 Covington Citizen Survey to be conducted by Elway Research. In order to gauge any change in sentiment among citizens, a majority of the questions have been carried over from the previous survey conducted in 2013. Some new questions have been added in preparation of the city's upcoming strategic plan process.

ALTERNATIVES:

- 1) Modify the existing questions.
- 2) Add questions (which would lengthen the survey time if other questions aren't deleted).
- 3) Do not conduct a survey.

FISCAL IMPACT:

\$25,000

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

PROVIDE INPUT TO STAFF

REVIEWED BY: City Manager

5. Let’s talk about the City Government. First, in general, how much attention would you say you pay to Covington City government? Would you say you pay...?

- 12** A Lot of Attention
- 45** Some
- 31** Not Very Much
- 12** Almost No Attention

6. Have you had any contact with a city agency or official in the last 12 months?

- 37** YES
- 62** NO
- 1** DK/NA

7. If you were to give that person a letter grade for helpfulness and courtesy, what grade would you give him or her: A for Excellent, B for Good, C for Satisfactory, D for Unsatisfactory, F for Poor.

A	B	C	D	F	No Opin
43	31	19	5	2	2

8. I am going to read a list of services and programs currently provided by city government. As I read each one, tell me how important it is to you. In your opinion, is this an Essential service of City Government... a High Priority ... a Medium Priority ... a Low Priority ... or should this Not be a City Government program. The first one is....

ROTATE	ESNTL	HI	MED	LO	NOT	NoOp
A. Street Construction	21	38	34	6	0	1
B. Street Maintenance	28	48	19	4	0	1
C. New Parks Construction	10	20	42	25	3	1
D. Parks Maintenance	13	34	40	12	2	0
E. Sidewalk & trail Construction	12	30	39	17	1	1
F. Sidewalk & trail Maintenance	13	35	40	11	0	1
G. Zoning and Land Use Planning	18	35	35	7	1	3
H. Permitting Services, for buildings, remodels, tenant improvements, etc.	16	31	37	11	2	3
I. Enforcing the city codes, such as building and zoning codes, junk cars, yard debris, home business violations, and so on	23	42	26	7	1	1
J. Stormwater & Flood Management	29	32	29	8	1	1
K. Snow & Ice Removal.....	24	35	29	10	1	1
L. Emergency Preparedness	34	40	18	5	1	1
M. Communicating with the public.	26	44	24	4	0	1
N. Planning community festivals and events.....	6	19	39	28	6	1
O. Recreation and Aquatics programs.....	9	24	40	20	5	2
P. Attracting & Keeping Businesses.....	25	49	18	5	2	0
Q. Police Services.....	57	36	6	1	0	0

9. I am going to read through that list again, This time, I would like you to tell me how well you think the city is doing in that area. As I read each service, I'd like you to give it a letter grade, as we have been using: A for Excellent, B for Good, C for Satisfactory, D for Unsatisfactory, F for Poor.

ROTATE	A	B	C	D	F	NoOp
A. Street Construction	8	35	36	7	6	7
B. Street Maintenance	9	39	41	7	4	1
C. New Parks Construction	8	29	31	11	5	16
D. Parks Maintenance	7	36	35	7	3	12
E. Sidewalk & trail Construction	7	30	34	12	5	13
F. Sidewalk & trail Maintenance	8	34	35	7	5	11
G. Zoning and Land Use Planning	6	26	30	9	5	23
H. Permitting Services, for buildings, remodels, tenant improvements, etc.	5	23	30	6	3	33
I. Enforcing the city codes, such as building and zoning codes, junk cars, yard debris, home business violations, and so on	7	28	34	11	5	16
J. Stormwater & Flood Management	13	38	30	3	2	15
K. Snow & Ice Removal.....	15	37	31	7	2	9
L. Emergency Preparedness	9	30	27	4	2	28
M. Communicating with the public.	7	32	38	11	6	6
N. Planning community festivals and events.....	9	31	34	8	2	17
O. Recreation and Aquatics programs.....	10	27	32	7	2	21
P. Attracting & Keeping Businesses.....	14	41	28	7	2	8
Q. Police Services.....	21	47	23	3	2	3

10. Let's talk specifically about police services in Covington. Using the letter grades as before, what grade would you give police services in Covington for:

ROTATE	A	B	C	D	F	NoOp
A. The time it takes them to respond to a call	19	27	18	5	2	29
B. Maintaining traffic safety in Covington.....	20	41	25	4	2	8
C. The number of officers	9	28	26	11	3	23
D. The overall quality of service they provide	20	43	19	4	2	12
E. Overall feeling your problem was resolved	19	23	19	5	4	31

11. Next I am going to list some options for entertainment and recreation in Covington. As I read each one, tell me whether your household would be Very Likely to attend such an event in Covington ...Somewhat Likely or Not Likely to attend such an event.. The first one is...

ROTATE	<u>VERY</u>	<u>SOME</u>	<u>NOT</u>	<u>NoOp</u>
A. Free outdoor concerts with Professional bands.....	40	39	19	2
B. Outdoor live theater, such as "Shakespeare in the Park"	28	35	33	3
C. Free outdoor movies.....	30	31	36	3
D. Free performers such as magicians or comedians.....	18	37	42	2
E. Free child-oriented such as the Reptile Man or Recess Monkey kids band	17	22	55	6
F. Fee-based recreation classes – like aerobics or Fitness Toddler activities, Dance Lessons, Babysitting classes, etc	22	34	41	3

12. Now I am going to list some things that some people have said they would like Covington city government to do. Of course, all city services cost money. So as I read each item, tell me if you would Strongly support raising taxes for that, Inclined to Support, Inclined to Oppose or Strongly Opposed to an increase in city taxes to maintain, improve or provide this service in Covington. The first one is...

ROTATE	<u>STRG</u> <u>SUPPORT</u>	<u>INCLINE</u> <u>SUPRT</u>	<u>INCLINE</u> <u>OPP</u>	<u>STRG</u> <u>OPPOSE</u>	<u>NoOp</u>
A. Sidewalks	20	43	18	14	4
B. Parks, trails and open space	20	45	16	16	3
C. More recreation such as health & fitness classes, kid, adult or senior activities, etc.	15	38	22	21	4
D. More community events.....	11	35	26	21	8
E. Improved streets and traffic flow.....	32	44	13	9	2
F. A pedestrian-friendly town center with public gathering spaces – like Kent Station in Kent.....	30	33	17	16	4
G. Animal control services, like pet licensing, shelter services and pet locator services	15	33	24	22	7
H. More police officers	32	38	13	11	7
I. A community center	16	41	22	17	4
J. Transit services.....	15	37	22	19	6

- 13.** If you had to choose one of the following, which would you choose for the City of Covington:
- 54** Maintain city services at appropriate levels by increasing taxes as the population and inflation grows.
 - 41** Keep taxes the same by cutting services when population and inflation grow faster than city revenues
 - 6** [No Opin]
- 14.** In terms of keeping citizens informed about what is happening in city government -- What grade would you give the City of Covington does at that? **A** for Excellent, **B** for Good, **C** for Satisfactory, **D** for Unsatisfactory, **F** for Poor.
- 5** A for Excellent
 - 33** B for Good
 - 36** C for Satisfactory
 - 16** D for Unsatisfactory
 - 4** F for Poor
 - 6** [No Opin]
- 15.** We are interested in how people get information about City Government here in Covington. Which of the following have been useful to you to learn about city government? **RECORD ALL THAT APPLY**
- 67** Covington reporter newspaper
 - 44** City website
 - 38** Mailings from city (bill inserts, brochures, postcards, etc
 - 33** Friends, family, neighbors
 - 24** During city events- like Covington days, tree lighting event
 - 20** Flyers an posters around the city
 - 17** City e-mails
 - 17** City's Facebook page
 - 15** Calling or visiting city hall
 - 14** Attending city meetings
 - 13** Talking to a city council member or advisory commission member
 - 12** Neighborhood meetings or organizations
 - 1** [OTHER]
 - 1** [DK/NA]

- 16.** How would you rate the city's performance in providing residents the opportunity to be involved in decisions that affect city government? What grade would you give the City of Covington does at that? **A** for Excellent, **B** for Good, **C** for Satisfactory, **D** for Unsatisfactory, **F** for Poor.
- 7** A for Excellent
 - 28** B for Good
 - 31** C for Satisfactory
 - 12** D for Unsatisfactory
 - 5** F for Poor
 - 16** [No Opin]
- 17.** Finally, thinking now about all the things we have talked about, as a citizen of Covington, do you think that your tax dollars are being well spent here? Or not?
- 51** WELL SPENT
 - 25** NOT
 - 24** [No Opin]
- 18.** I have just a few last questions for our statistical analysis. How old are you?
- 16** 18-34
 - 28** 35-49
 - 38** 50-64
 - 17** 65+
 - 1** [NA]
- 19.** Which of the following best describes your household:
- 39** Couple with children at home
 - 37** Couple with no children at home
 - 6** Single with children at home
 - 17** Single with no children at home
 - 1** [NA]
- 20.** Do you own or rent the place in which you live?
- 91** OWN
 - 9** RENT
- 21.** Finally, I am going to list some broad categories. Just stop me when I get to the category that best describes your approximate household income - before taxes - for this year.
- 9** \$35,000 or less
 - 12** \$35,000 to \$50,000
 - 17** \$50,000 to \$74,000
 - 17** \$75,000 to \$99,000
 - 32** Over \$100,000
 - 13** [NO ANSWER]

SUBJECT: CONSIDER APPOINTMENT OF NEW COUNCIL MEMBER TO POSITION
NO. 6

RECOMMENDED BY: Regan Bolli, City Manager
Sara Springer, City Attorney

ATTACHMENT(S): None.

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

Councilmember Jim Scott stepped down from the city council effective May 31, 2016. Council directed staff to advertise the vacant council position and to accept applications (in the form of letters of interest) through June 10, 2016. At tonight's council meeting, the council will have the opportunity to interview the applicants for Covington City Council Position No. 6, discuss the qualifications of the applicants (in executive session), and then make an appointment to the council, if so desired.

State law gives wide latitude to the council regarding the process for appointing a council member. The only state statute the council must comply with is the Open Public Meeting's Act requirement that any interviews of candidates must be performed in an open public meeting, and the appointment of a candidate must take place in an open public meeting. The council may discuss the qualifications of the candidates in executive session.

The current City Council Rules of Procedure do not specify a specific process to follow for interviews and appointments of vacant council positions. However, the proposed new Council Policies and Procedures, on this meeting's agenda for adoption, does address the process to be used for appointments to vacant council positions; therefore, staff recommends for the council to follow the process in the proposed new Council Policies and Procedures. Accordingly:

Interview Process:

- The order of the interviews will be determined by drawing the names.
- All applicants will be interviewed together by the council in a panel format, wherein each applicant, in turn, will be asked to answer questions posed by each councilmember. The interview process will be designed to be fair and consistent.
- Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments and responses about other applicants will not be allowed.

Deliberation and Selection:

- The council may recess into executive session to discuss the qualifications of all candidates.
- Nominations, voting, and selection of a person to fill the vacancy will be conducted during an open session.
- The nomination process will follow the regular nomination process wherein the chair opens nominations, each council member is allowed to nominate one individual, and no second is required.
- Voting shall commence in the order nominations were made. Council members will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote of the whole city council (four votes), then the chair will declare him/her appointed. No votes will be taken on the remaining nominees.
- A tie vote results in a failed nomination and the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the whole city council.
- If none of the nominees receives a majority vote, the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the whole city council.

ALTERNATIVES:

1. Continue the deliberation and selection process to a future council meeting.
2. Not appoint a council member at this time and direct staff to continue to advertise for additional candidates.

CITY COUNCIL ACTION: _____ Ordinance ____ Resolution ____ Motions X Other

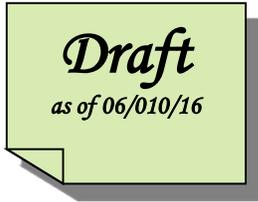
**Interview candidates for Covington City Council Position No. 6
and move to appoint a candidate, if so desired.**

REVIEWED BY: City Manager, City Attorney, City Clerk

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

7:00 p.m. Tuesday, June 28, 2016 Regular Meeting

(Draft Agenda Attached)



**CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA**
www.covingtonwa.gov

**Tuesday, June 28, 2016
7:00 p.m.**

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Recognition of 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.*

APPROVE CONSENT AGENDA

- C-1. Minutes: May 24, 2016 Regular Meeting; June 14, 2016 Special Meeting; and June 14, 2016 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Pass Electric Lightwave Franchise Agreement Renewal Ordinance (Vondran)
- C-4. Timberlane-Jenkins Stormwater LID Site 1 Construction Award (Parrish)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: June 9 meeting.
- Parks & Recreation Chair Laura Morrissey: June 15 meeting.
- Arts Chair Lesli Cohan: June 9 meeting.
- PRePAC Chair Jennifer Harjehausen: May 25 meeting.
- Economic Development Council Co-Chair Jeff Wagner: May 26 and June 23 meetings.
- Planning: June meetings were canceled.

CONTINUED BUSINESS

- 1. Consider Six-Year 2017-2022 Transportation Improvement Program (TIP) Resolution (Vondran)

NEW BUSINESS

- 2. Consider Ordinance Implementing Biennial Budget to Begin in 2017 (Hendrickson)
- 3. Consider Resolution Adopting the Name of Jenkins Creek Park Pedestrian Bridge(s) (Newton)
- 4. Discuss Selection of Citizen and Honorary Citizen of the Year (Beaufrere/Slate)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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).