



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

**Tuesday, October 25, 2016
7:00 p.m.**

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

Note: A Joint Study Session with the Arts Commission 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 - NONE

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

APPROVE CONSENT AGENDA

- C-1. Minutes: September 13, 2016 Special & Regular Meeting; September 27, 2016 Regular Meeting; and October 11, 2016 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Authorize Covington Mixed-Use Commercial Site Development (Inland Group) Statutory Warranty Deed for Dedication of Right-of-Way (Hart)
- C-4. Authorize Lakeside Industries Easement Agreement for Use of a Portion of City-Owned Right-of-Way (Hart)
- C-5. Approve Ordinance Amending Portions of CMC 16.10, 14.30 and 14.45 Relating to the State Environmental Policy Act (SEPA) Policies and Procedures for Permits and Appeals (Hart)
- C-6. Consider Ordinance to Repeal CMC Chapter 18.100, Property Specific Development Standards/ Special Overlay Districts Regulations (Hart)
- C-7. Approve Covington Community Park Phase 2 Design and Construction Grant Funding Project Agreement (Newton)
- C-8. Approve Covington Water District System Extension Application and Agreement for Covington Community Park Phase 2 (Newton)

REPORTS OF COMMISSIONS

- Human Services Chair Leslie Hamada: October 13 meeting.
- Parks & Recreation Chair Laura Morrissey: October 19 meeting.
- Arts Chair Lesli Cohan: August 11, September 8, and October 13 meetings.
- Planning: Chair Bill Judd: October 6 and October 20 meetings.
- Economic Development Council Next Meeting: October 27 open house and special meeting.

PUBLIC HEARINGS

1. Receive Testimony from the Public Regarding Proposed Fiscal Year 2017 Budget and Revenues Sources and Set the Property Tax Levy (Hendrickson) (First of Three Public Hearings)
2. Receive Testimony from the Public and Consider Ordinance Regarding Kent School District's Six Year Capital Facilities Plan and School Impact Fees (Hart)
3. Receive Testimony from the Public and Consider Ordinance on Interim Zoning Regulations CMC Title 18.55 Regarding Temporary and Permanent Signs (Hart)

CONTINUED BUSINESS

4. Consider Resolution Establishing Youth Council (Bolli)

NEW BUSINESS

5. Update on Covington Community Park Phase 2 – 90% Design and Cost Estimate (Newton)
6. 2017 Legislative Agenda Presentation (Lobbyist Briahna Murray/Bolli)

FUTURE AGENDA ITEMS**COUNCIL/STAFF COMMENTS**

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

EXECUTIVE SESSION – if needed**ADJOURN**

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: October 25, 2016

SUBJECT: APPROVAL OF MINUTES: SEPTEMBER 13, 2016 CITY COUNCIL SPECIAL & REGULAR MEETING MINUTES; SEPTEMBER 27, 2016 CITY COUNCIL REGULAR MEETING MINUTES; AND OCTOBER 11, 2016 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the September 13, 2016 City Council Special & Regular Meeting Minutes; September 27, 2016 City Council Regular Meeting Minutes; and October 11, 2016 City Council Regular Meeting Minutes.

**City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, September 13, 2016**

INTERVIEWS– 5:40-7:00 P.M.:

The Council conducted interviews for one opening on the Human Services Commission and one opening on the Planning Commission. Applicants interviewed included Jonathan Ingram, Nichole Pennington, Chris Dupuis, and Jennifer Harjehausen.

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, September 13, 2016, at 7:02 p.m., with Mayor Jeff Wagner presiding.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT:

Fran Hollums.

Council Action: Councilmember Mhoon moved and Councilmember Cimaomo seconded to excuse Councilmember Hollums who was on vacation. Vote: 6-0. Motion carried.

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Rob Hendrickson, Finance Director; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Sara Springer, City Attorney (arrived @ 7:45 p.m.); 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 Mayor Pro Tem Smith seconded to approve the Agenda. Vote: 6-0. Motion carried.

PUBLIC COMMUNICATION:

- Cathy Stiles, Maple Valley Food Bank Projector Coordinator, accepted the Saturday, September 17, 2016, Mayor’s Day of Concern for the Hungry Proclamation.
- Rob Smith, National Parks Conservation Association, accepted the proclamation Recognizing the Need for Adequate Resources for National Parks.
- Mayor Jeff Wagner read the September 2016 National Recovery Month Proclamation.
- Retiring Police Officer Chris Williams was presented with a proclamation to recognize and commend him for his years of dedication to the City of Covington and the Covington community.

The Council recessed from 7:25 to 7:45 p.m. for a short reception to honor Traffic Officer Chris Williams.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Zandy Harlin, Board of Trustees for Crisis Clinic, provided an update on the services that the crisis clinic offers to Covington residents including the 24-hour crisis line, King County 211, and the teen link line.

Mary Pritchard, Covington resident, suggested Covington restaurants and fast food places stop using non-biodegradable materials. Mrs. Pritchard also suggested Covington grocery stores stop using plastic and paper bags, and use cloth instead.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: August 9, 2016 City Council Special Meeting – Joint Study Session with Human Services Commission Minutes.

C-2. Vouchers: Vouchers #34453-34527, including ACH payments, in the amount of \$243,343.94, dated August 5, 2016; Electronic fund transfers in the amount of \$729.51, dated August 8, 2016; Vouchers #34528-34529, in the amount of \$2,200.00, dated August 11, 2016; Vouchers #34530-34594, including ACH payments and electronic fund transfers, in the amount of \$663,063.75, dated August 19, 2016; Vouchers #34595-34604, including ACH payments and electronic fund transfers, in the amount of \$4,345.75; Vouchers #34605-34652, including ACH payments and electronic fund transfers, in the amount of \$281,437.33; Paylocity Payroll Checks #1005635715-1005635730 and Paylocity Payroll Checks #1005635819-1005635819 inclusive, plus employee direct deposits, in the amount of \$202,140.96, dated August 12, 2016; Paylocity Payroll Checks #1005687457-1005687470 inclusive, plus employee direct deposits, in the amount of \$193,266.09, dated August 26, 2016; and Paylocity Payroll Checks #1005753570-1005753583 and Paylocity Payroll Checks #1005753661-1005753661 inclusive, plus employee direct deposits, in the amount of \$184,239.08, dated September 9, 2016.

C-3. Final Acceptance of Gerry Crick Skate Park Renovation Project (CIP 1013).

C-4. Best Parking Lot Cleaning (Street Sweeping) Agreement Amendment No. 2.

C-5. WSDOT Local Agency Agreement Supplement No. 3 for SR 516: Jenkins Creek to 185th Place SE (CIP 1127) Right-of-Way Acquisition.

C-6. Local Agency Real Estate Professional Services Consultant Agreement for SR 516: Jenkins Creek to 185th Place SE (CIP 1127).

C-7. Resolution in Support of the Port of Seattle’s Economic Development Partnership Program.

RESOLUTION NO. 2016-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, STATING THE CITY COUNCIL’S SUPPORT FOR PARTICIPATION IN THE PORT OF SEATTLE’S ECONOMIC DEVELOPMENT PARTNERSHIP PROGRAM.

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

NEW BUSINESS;

1. Consider Appointment to Planning Commission.

Council Action: Councilmember Cimaomo nominated Jennifer Harjehausen to fill an open replacement position on the Planning Commission with a term expiring August 31, 2017. Vote: 3 in favor (Cimaomo, Lanza, Smith).

Council Action: Councilmember Mhoon nominated Jonathan Ingram to fill an open replacement position on the Planning Commission with a term expiring August 31, 2017. Vote: 3 in favor (Harto, Mhoon, Wagner).

Council Action: There was Council consensus to bring this item back to the September 27 meeting.

2. Consider Appointment to Human Services Commission.

Council Action: Councilmember Lanza nominated Chris Dupuis to fill replacement adult Position No. 3 on the Human Services Commission with a term expiring March 31, 2019. There was a voice majority vote to appoint Chris Dupuis.

3. Consider Resolution Establishing Youth City Council.

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

Councilmembers suggested edits to the resolution and requested staff to revise and bring this item back to an upcoming meeting.

4. 2016 Second Quarter Financial Report.

Finance Director Rob Hendrickson gave the staff report on this item.

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

FUTURE AGENDA ITEMS:

Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

PUBLIC COMMENTS:

Mayor Wagner called for public comments.

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

EXECUTIVE SESSION:

To discuss real estate pursuant to RCW 42.30.110(1) from 9:25 to 9:30 p.m.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:30 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, September 27, 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, September 27, 2016, at 7:03 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Fran Hollums, Mark Lanza, Marlla Mhoon, and Sean Smith.

STAFF PRESENT:

Ethan Newton, Acting City Manager; Don Vondran, Public Works Director; Rob Hendrickson, Finance Director; Andrew McCurdy, Covington Police Chief; Richard Hart, Community Development Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PUBLIC COMMUNICATION:

- Planning Commission Chair Bill Judd accepted the National Community Planning Month Proclamation for October 2016.
- Covington Police Chief Andrew McCurdy accepted the Domestic Violence Action Month Proclamation for October 2016.
- Dr. Calvin J. Watts, Kent School District Superintendent, gave a presentation on the November 8 Ballot Measure.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Paula & Jim Eccleston, spoke about a code enforcement case regarding fowls and noted the adverse impacts to them and the neighborhood.

Mary Pritchard, Covington resident, informed the Council that a ballot drop box is now located at the Covington Library.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: August 9, 2016 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #34653-34717, including ACH payments, in the amount of \$447,190.14, dated September 16, 2016; and Paylocity Payroll Checks #1005812083-

1005812098 inclusive, plus employee direct deposits, in the amount of \$185,510.16, dated September 23, 2016.

- C-3. Award Construction Contract for SE 263rd Place Drainage Improvement Project (CIP 203).
- C-4. Consider Resolution to Execute Land Agreement with Bonneville Power Administration for the Purpose of Fence Installation at Covington Community Park.

RESOLUTION NO. 2016-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A LAND USE AGREEMENT WITH BONNEVILLE POWER ADMINISTRATION AND APPROVE A BUDGET OF \$37,463 TO INSTALL A FENCE AT COVINGTON COMMUNITY PARK.

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

REPORTS OF COMMISSIONS:

Parks & Recreation Commission – Parks & Recreation Director Ethan Newton reported on the August 17 Parks Tour and the September 21 Jenkins Creek Park bridges dedication, open house and special meeting.

Arts Commission – no report.

Planning Commission – Chair Bill Judd reported on the September 1 meeting; September 15 meeting canceled.

Economic Development Council – Co-Chair Krista Bates reported on the July 28, August 25, and September 22 meetings.

Human Services Commission – Chair Leslie Hamada reported on the August 11 and September 8 meetings.

CONTINUED BUSINESS:

1. Consider Appointment to Planning Commission.

Council Action: Councilmember Harto moved and Councilmember Hollums seconded to appoint Jonathan Ingram to fill an open position on the Planning Commission for an applicant residing inside Covington city limits with a term expiring August 31, 2017. Vote: 7-0. Motion carried.

NEW BUSINESS:

2. Discussion and Direction on Animal Control Enforcement Action for Code Violations.

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

Councilmembers provided comments and asked questions, and City Attorney Sara Springer and Mr. Hart provided responses.

Council Action: There was Council consensus to direct staff to proceed with abatement.

3. Discuss Parks & Recreation Priorities Advisory Committee Report.

Parks & Recreation Director Ethan Newton gave the staff report on this item.

Councilmembers provided comments and asked questions, and Mr. Newton and Ms. Springer provided responses.

Councilmember Lanza asked for additional information on the committee’s recommendation to form a 501(c)3 parks and recreation foundation. Mr. Newton provided responses and Council discussed and provided further comments.

Council suggested this discussion item could be continued at the next Strategic Planning Summit, the next tri cities meeting, and/or in the strategic planning process.

FUTURE AGENDA ITEMS:

Councilmembers reviewed future agenda items.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

George Pearson, Covington resident, thanked Council and the Parks & Recreation Commission for the honor bestowed on him and his wife regarding the bridge naming at Jenkins Creek Park. Mr. Pearson noted his appreciation on the wonderful way Covington recognizes its volunteers.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:42 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, October 11, 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, October 11, 2016, at 7:02 p.m., with Mayor Jeff Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Margaret Harto, Fran Hollums, Mark Lanza (arrived @ 7:07 p.m.), Marlla Mhoon, and Sean Smith.

Council Action: Councilmember Mhoon moved and Councilmember Cimaomo seconded to excuse Councilmember Lanza who was running late. Vote: 6-0. Motion carried.

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; 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: 6-0. Motion carried.

PUBLIC COMMUNICATION:

- Dr. Calvin J. Watts, Kent School District Superintendent, accepted the Safe Schools Week Proclamation for the week of October 16-22, 2016.
- Captain Kyle Ohashi, Public Information Officer for Kent Fire Department Regional Fire Authority, accepted the Fire Prevention Week Proclamation for week of October 9-15, 2016.

PUBLIC COMMENT:

Mayor Wagner called for public comments.

Arthur Harvey, Covington resident, informed Council of his discovery regarding mandatory garbage service due to returning from vacation recently. Mr. Harvey stated he was dissatisfied with the service and asked for information regarding the previous garbage contractor and previous type of service provided.

Mayor Wagner directed Mr. Harvey to Public Works Director Don Vondran to answer his questions.

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

APPROVE CONSENT AGENDA:

C-1. Vouchers: Vouchers #34718-34770, including ACH payments and electronic fund transfers, in the amount of \$324,327.11, dated September 30, 2016; and Paylocity Payroll Checks #1005872794-1005872812 inclusive, plus employee direct deposits, in the amount of \$178,034.12, dated October 7, 2016.

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

NEW BUSINESS;

1. Consider Resolution Supporting Kent School District Bond.

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

Councilmembers spoke in support of the resolution.

RESOLUTION 2016-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, STATING THE CITY COUNCIL'S SUPPORT OF KENT SCHOOL DISTRICT PROPOSITION 1 ON THE NOVEMBER 8, 2016, GENERAL ELECTION BALLOT

Council Action: Councilmember Lanza moved and Councilmember Cimaomo seconded to adopt Resolution No. 2016-18 stating the city council's support of Kent School District Proposition 1 on the November 8, 2016, general election ballot, in substantial form as that included in the agenda packet. Vote: 7-0. Motion carried.

2. Discuss Proposed Interim Sign Code Regulations.

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

Councilmembers provided comments and asked questions, and Mr. Hart and City Attorney Sara Springer provided responses.

Councilmembers suggested several revisions and directed staff to bring this item back for council review at a future meeting.

3. Discuss and Provide Direction on Participation in the King County Community Van Program.

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

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

Council Action: Councilmember Harto moved and Councilmember Cimaomo seconded to decline moving forward with the Tri-City/King County Demonstration Community Van Program at this time, and inform King County and other proposed participant cities. Vote: 7-0. Motion carried.

4. City Manager Presents 2017 Budget Message.

City Manager Regan Bolli gave the budget message presentation.

Councilmembers provided comments and asked questions. Mr. Bolli, Finance Director Rob Hendrickson, and Public Works Director Don Vondran provided responses.

FUTURE AGENDA ITEMS:

Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff made comments.

Councilmember Mhoon will convey to Sound Cities Association Covington's support of Sound Cities Association legislative agenda.

PUBLIC COMMENTS:

Mayor Wagner called for public comments.

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

EXECUTIVE SESSION:

To Discuss Potential Litigation (RCW 42.30.110(1)(i)) from 9:20 to 9:29 p.m.

Council Action: Mayor Pro Tem Smith moved and Councilmember Cimaomo seconded to authorize city manager to execute a waiver of the city's right of first opportunity to negotiate purchase of this building for landlord's present sale opportunity. Vote: 7-0. Motion carried.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:29 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: October 25, 2016

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #34771-34838, including ACH payments and electronic fund transfers, in the amount of \$517,236.77, dated October 14, 2016; and Paylocity Payroll Checks #1005933893-1005933910 inclusive, plus employee direct deposits, in the amount of \$188,847.52, dated October 21, 2016.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #34771-34838, including ACH payments and electronic fund transfers, in the amount of \$517,236.77, dated October 14, 2016; and Paylocity Payroll Checks #1005933893-1005933910 inclusive, plus employee direct deposits, in the amount of \$188,847.52, dated October 21, 2016.

October 14, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #34771 through Check #34838, including ACH payments and electronic fund transfers

In the Amount of \$517,236.77

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: 10/14/2016 7:46 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0418 20166	Olympic Environmental Resource 2016 Fall Recycling Event implementation	10/14/2016	13,979.62
Total for this ACH Check for Vendor 0418:				13,979.62
ACH	0683 COV 16-5	Abaco Pacific, Inc. SoCo acquisition/appraisal services 8/29-9/30/16	10/14/2016	1,939.52
Total for this ACH Check for Vendor 0683:				1,939.52
ACH	0925 0925-10 0925-10-1 0925-10-2	Jeff Wagner Wagner; AWC Candidate Forum, mileage Wagner; GMPC meeting, mileage/parking Wagner; SCA meeting, mileage	10/14/2016	14.26 51.27 39.85
Total for this ACH Check for Vendor 0925:				105.38
ACH	0973 0001949	Public Finance Inc. LID Administration; 4th Quarter 2016	10/14/2016	121.50
Total for this ACH Check for Vendor 0973:				121.50
ACH	1408 12963 2445 2445	Washington Workwear Stores Inc. Slate; work shirts Lindskov; steel toe work boots Lindskov; steel toe work boots	10/14/2016	149.76 69.50 104.25
Total for this ACH Check for Vendor 1408:				323.51
ACH	1410	Marlla Mhoon Marlla Mhoon; mileage reimbursement/parking	10/14/2016	254.18
Total for this ACH Check for Vendor 1410:				254.18
ACH	1688 054257 054257 054257 054257 054257	Mountain Mist City Hall; bottled water, September Aquatic Center; bottled water, September Maintenance Shop; bottled water, September Maintenance Shop; bottled water, September Maintenance Shop; bottled water, September	10/14/2016	146.10 103.01 22.95 30.59 22.94
Total for this ACH Check for Vendor 1688:				325.59
ACH	1705 TM-162330 TM-162330 TM-162355 TM-162355 TM-162355 TM-162355 TM-162355 TM-162590	Alpine Products, Inc. Halloween event, signs Halloween event, signs Maint shop; barricade tape Road delineators Maint shop; barricade tape Maint shop; barricade tape Sign savers	10/14/2016	145.36 145.36 9.82 455.38 13.10 9.82 11.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 1705:				790.34
ACH	1828 1828-10	Kathleen Kirshenbaum Kirshenbaum; screening mileage reimbursement.	10/14/2016	40.12
Total for this ACH Check for Vendor 1828:				40.12
ACH	2105 2105-10	Rachel Bahl Bahl mileage reimbursement; September	10/14/2016	62.51
Total for this ACH Check for Vendor 2105:				62.51
ACH	2223 A31671	ARC Imaging Resources Plotter/Scanner usage 8/9-9/9/16	10/14/2016	92.61
Total for this ACH Check for Vendor 2223:				92.61
ACH	2262 869285460639	Voyager Fleet Systems Inc. Vehicle fuel	10/14/2016	1,215.28
Total for this ACH Check for Vendor 2262:				1,215.28
ACH	2461 619498	Tri-Tec Communications, Inc. Telephone maintenance/repairs	10/14/2016	434.40
Total for this ACH Check for Vendor 2461:				434.40
ACH	2555 50078336	NuCO2 LLC Aquatics; CO2 for ph control	10/14/2016	79.36
Total for this ACH Check for Vendor 2555:				79.36
ACH	2633 0448818-IN 0448818-IN 0448818-IN 0448818-IN 0448926-IN 0448926-IN 0448926-IN 0448926-IN 0450102-IN 0450102-IN	National Safety, Inc. Ear muffs Ear muffs Fealy; work shirts Fealy; work shirts Fealy; windbreaker, work shirts Earplugs, gloves, eye protection Earplugs, gloves, eye protection Fealy; windbreaker, work shirts Fealy; work shirt Fealy; work shirt	10/14/2016	14.02 21.02 78.84 52.56 35.54 36.14 54.20 53.32 10.95 16.43
Total for this ACH Check for Vendor 2633:				373.02
ACH	2747 2747-10 2747-10	Bob Lindskov Bob Lindskov; mileage APWA conference Bob Lindskov; mileage APWA conference	10/14/2016	69.34 46.22
Total for this ACH Check for Vendor 2747:				115.56
ACH	2795 2795-10 2795-10-1 2795-10-2 2795-10-3	Tatyana Kiselyov Kiselyov; mileage reimbursement; June Kiselyov; mileage reimbursement; July Kiselyov; mileage reimbursement; August Kiselyov; mileage reimbursement; September	10/14/2016	4.55 9.09 42.13 4.55
Total for this ACH Check for Vendor 2795:				60.32
ACH	2811	Planet Technologies, Inc.	10/14/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	I0000542	Goranson; Office 365 subscription, use tax		-3.72
	I0000542	K. Bates; Office 365 subscription, 10/16-05/17		78.19
	I0000542	Goranson; Office 365 subscription, 10/16-05/17		46.92
	I0000542	Goranson; Office 365 subscription, 10/16-05/17		31.28
	I0000542	Goranson; Office 365 subscription, use tax		-2.48
	I0000542	K. Bates; Office 365 subscription, use tax		-6.19
		Total for this ACH Check for Vendor 2811:		144.00
ACH	2821 2821-10	Dominic Finazzo Dominic Finazzo; mileage reimbursement Septe	10/14/2016	173.58
		Total for this ACH Check for Vendor 2821:		173.58
ACH	2855 2855-10	Regan Bolli Bolli; ICMA Conference, per diem/airfare	10/14/2016	662.12
		Total for this ACH Check for Vendor 2855:		662.12
ACH	3163 28866511-001	Herc Rentals Inc. Tree lighting/Purple night lights; boom rental, 9/	10/14/2016	1,090.54
		Total for this ACH Check for Vendor 3163:		1,090.54
79	1917 1917-09-2016 1917-09-2016	US Bank National Association Credit card fees for September transactions Credit card fees for September transactions	10/14/2016	23.32 474.04
		Total for Check Number 79:		497.36
80	1917 1917-09-2016(2) 1917-09-2016(2)	US Bank National Association Credit card fees for September online permitting Credit card fees for September online permitting	10/14/2016	93.82 15.03
		Total for Check Number 80:		108.85
81	2783 2783-09-2016 2783-09-2016 2783-09-2016 2783-09-2016 2783-09-2016	WA State Dept of Revenue B&O Tax September 2016 B&O Tax September 2016 B&O Tax September 2016 Sales Tax September 2016 Use Tax September 2016	10/14/2016	989.39 152.78 556.45 1,197.07 386.59
		Total for Check Number 81:		3,282.28
34771	2094 38080 38080 38080	"Poly" Bag, LLC Maint shop; garbage bags Maint shop; garbage bags Maint shop; garbage bags	10/14/2016	165.78 221.03 165.78
		Total for Check Number 34771:		552.59
34772	2033 11884	Aquatic Specialty Services Aquatics; pool chemicals	10/14/2016	1,444.56
		Total for Check Number 34772:		1,444.56
34773	2646 1016RNT061 1016RNT061 1016RNT061	Balloon Specialties DOT tracking report; helium DOT tracking report; helium DOT tracking report; helium	10/14/2016	9.35 9.36 9.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34773:	28.07
34774	0499	Bank of America	10/14/2016	
	0405-10	Aquatics merit awards; S. Wilton/S. Wardrip		50.00
	0405-10	Customer Service Specialist Interviews, lunch		33.15
	1197-10	McCurdy; chamber lunch meeting		20.00
	1197-10	Officer Williams; farewell gift		13.02
	1197-10	Scott; fan		29.31
	1197-10	Hollums; SCA networking dinner		50.00
	1197-10	Hart; chamber lunch meeting		6.00
	1197-10	Hart; chamber lunch meeting		14.00
	1197-10	Scott; return fan		-4.89
	1197-10	Council chamber sign stand		30.65
	1197-10	Tatsuno; 1 yr anniversary of sister program, ship		114.82
	1197-10	Tatsuno; 1 yr anniversary of sister program gift		52.42
	1197-10	Scott; office table lamp, fan		28.75
	1842-10	City logo lanyards, use tax		-23.22
	1842-10	City logo lanyards		293.22
	1842-10	CiderFest; facebook ads		234.67
	1842-10	CEDC business breakfast, printed postcards, use		-6.93
	1842-10	CEDC business breakfast, printed postcards		87.53
	2923-10	Classified Ad; Parks Project Manager		244.00
	2923-10	Human Services Commission; working dinner m		70.75
	3433-10	Bolli; Quarterly lunch meeting w/Soos Crk & C\		14.74
	3433-10	Bolli; AWC Candidate Forum, parking		4.00
	5029-10	Hart; WA City Planning Conference, hotel		401.65
	5029-10	Hart; WA City Planning Conference, hotel		172.13
	5946-10	#2576; tailgate handle		124.48
	5946-10	Jenkins Creek Park; dog waste stations		589.48
	6093-10	Wesley; APWA Fall conference registration		395.00
	6167-10	Vondran; APWA conference, hotel		396.90
	6167-10	Vondran; APWA conference, hotel		396.90
	6167-10	SCATBd meeting, refreshments		41.25
	6686-10	Bykonen; WACE conference, hotel		211.66
	6686-10	Hendrickson; WFOA conference, hotel		328.56
	6686-10	Hard disk drives		325.78
	6686-10	Hard drive		175.19
	6686-10	Firewall adapter card, use tax		-2.04
	6686-10	Firewall adapter card		25.80
	6686-10	Aquatics programs; supplies		65.77
	6686-10	Morrissey; ACCIS conference registration		125.00
	6686-10	Hard disk drives, use tax		-25.80
	7314-10	Soccer; game balls		114.08
	7314-10	Lyons; APA conference registration		55.00
	7314-10	Lyons; APA conference; train		10.40
	7314-10	Lyons; APA conference; train		41.60
	7314-10	Soccer; benches, use tax		-32.89
	7314-10	Soccer; ball bags, goalie gloves		122.34
	7314-10	Soccer; ball bags, goalie gloves, use tax		-9.69
	7314-10	Jenkins Creek Park dedication; refreshments		43.22
	7314-10	Lyons; APA conference registration		220.00
	7314-10	SSL certification for phone system, use tax		-4.82
	7314-10	Soccer; equipment bags		164.24
	7314-10	Soccer; equipment bags, use tax		-13.01
	7314-10	Soccer; benches		415.36
	7314-10	SSL certification for phone system		60.81
	9148-10	Slate; PRSA International conference registrati		1,295.00
	9148-10	CEDC business breakfast; postage		75.20
	9148-10	Patch cable, power strips		12.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9148-10	Patch cables, power strips		30.73
	9148-10	Patch cable, power strips, use tax		-0.98
	9148-10	Indoor volleyball referee stand		504.95
	9148-10	Indoor volleyball referee stand, use tax		-39.99
	9148-10	King County Planning Directors meeting, refresh		51.61
	9148-10	Patch cables, power strips, use tax		-2.43
	9148-10	Aquatics drinking fountain parts, use tax		-3.80
	9148-10	Aquatics drinking fountain parts		47.99
			Total for Check Number 34774:	8,260.97
34775	2801 10099-09-16	Berk Consulting, Inc. PSRC/Development Agreement Support; 9/1-9/3	10/14/2016	1,006.25
			Total for Check Number 34775:	1,006.25
34776	2368 149675 149676	Best Parking Lot Cleaning Inc. MV Street cleaning; September Street cleaning; September	10/14/2016	7,503.48 3,767.95
			Total for Check Number 34776:	11,271.43
34777	1075 369351	Bowen Scarff Ford Sales, Inc. #3252; repairs	10/14/2016	2,287.57
			Total for Check Number 34777:	2,287.57
34778	3148 5101231936	BrightView Landscape Services Landscaping; October	10/14/2016	5,522.19
			Total for Check Number 34778:	5,522.19
34779	2810 6575	Bud Clary Auto Group #3582; purchase	10/14/2016	36,217.69
			Total for Check Number 34779:	36,217.69
34780	0026 3425	C&B Awards Referee shirts	10/14/2016	609.25
			Total for Check Number 34780:	609.25
34781	1997 043574	Capital One Commercial Refreshments for CCP2 open house and bridge d	10/14/2016	123.56
			Total for Check Number 34781:	123.56
34782	3197 1384-2 1384-2 1384-R	Christensen Inc General Contractor Aquatic room addition; construction thru 9/30/16 Aquatic room addition; construction thru 9/30/16 Aquatic room addition; reimbursement for plan r	10/14/2016	48,636.45 -2,239.24 71.50
			Total for Check Number 34782:	46,468.71
34783	0366 0366-10	City of Covington SWM utility tax; September	10/14/2016	2,967.75
			Total for Check Number 34783:	2,967.75
34784	0219 INV02855	City of Maple Valley Building inspector services; September	10/14/2016	993.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34784:	993.75
34785	0364 54442 54526	Code Publishing Company Covington Municipal Code; electronic update on Covington Municipal Code; update web interfac	10/14/2016	1,244.01 81.45
			Total for Check Number 34785:	1,325.46
34786	3203 3203-10	Columbia State Bank Christensen Inc, General Contractor; retainage es	10/14/2016	2,239.24
			Total for Check Number 34786:	2,239.24
34787	1126 1126-10 1126-10 1126-10 1126-10	Comcast Maintenance shop internet; 9/30-10/29/16 City hall internet; 10/1-10/31/16 Maintenance shop internet; 9/30-10/29/16 Maintenance shop internet; 9/30-10/29/16	10/14/2016	37.84 166.14 37.84 50.46
			Total for Check Number 34787:	292.28
34788	3205 3205-10 3205-10	Bridjette Dacuag Bridjette Dacuag; additional rental charge Bridjette Dacuag; refund request	10/14/2016	-32.00 250.00
			Total for Check Number 34788:	218.00
34789	3209 3209-10 3209-10	Shannon Dal Santo Shannon DalSanto; mileage reimbursement Sept Shannon DalSanto; mileage reimbursement Sept	10/14/2016	2.46 2.46
			Total for Check Number 34789:	4.92
34790	1213 078411	Everson's Econo-Vac, Inc. Vactor truck to jet culverts with roof cutter and d	10/14/2016	1,248.90
			Total for Check Number 34790:	1,248.90
34791	3207 3207-10	Mary Gardocki Mary Gardocki; interview reimbursement	10/14/2016	1,196.22
			Total for Check Number 34791:	1,196.22
34792	2045 25678	Goodbye Graffiti Seattle Ever-clean program; October-December	10/14/2016	1,298.69
			Total for Check Number 34792:	1,298.69
34793	2553 Sep16 1123	Gordon Thomas Honeywell Governmental Governmental affairs services; September	10/14/2016	2,300.00
			Total for Check Number 34793:	2,300.00
34794	1770 1770-10 1770-10	Richard Hart Hart; PSRC meetings, parking fees Hart; PSRC meetings, parking fees	10/14/2016	9.00 21.00
			Total for Check Number 34794:	30.00
34795	0867 1563695 1595407	Home Depot Credit Services Jenkins Creek Bridge; epoxy, bits Maint shop; bit	10/14/2016	57.50 7.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1595407	Maint shop; bit		5.69
	1595407	Maint shop; bit		5.69
	2021967	#3568; pliers, screwdrivers, sockets		29.93
	2021967	Denatured alcohol, pvc pipes		37.42
	2571001	Measuring wheel		64.58
	4061366	Maint shop; rapid fuse		1.78
	4061366	Maint shop; rapid fuse		1.78
	4061366	Maint shop; rapid fuse		2.38
	4564157	Maint shop; wasp killer		15.49
	4564157	Maint shop; wasp killer		11.61
	4564157	Maint shop; wasp killer		11.61
	5010345	Rainier Vista Trail; lumber for benches		155.60
	5170062	Maint shop; electrical tape, febreze		5.96
	5170062	Maint shop; electrical tape, febreze		5.96
	5170062	Maint shop; electrical tape, febreze		7.95
	6018659	Pavers		13.03
	8070409	Batteries		4.11
	8070409	Digital laser level		172.67
	9142473	Wasp killer		20.70
	9142473	Wasp killer		31.04
			Total for Check Number 34795:	670.07
34796	1722	Honey Bucket	10/14/2016	
	0550138840	Crestwood; portable toilet rental, 8/29-10/9/16		236.25
	0550138841	Kentwood; portable toilet rental, 9/12-10/9/16		117.50
	0550138841	Outdoor family night; portable toilet rental, 8/25		240.00
	0550138842	Covington Elem; portable toilet rental, 8/29-10/9		177.50
	0550138843	Cedar Heights; portable toilet rental, 8/29-10/9/1		236.25
	0550138844	CCP; portable toilet service, 9/12-10/9/16		255.00
	0550138845	Mattson; portable toilet rentals, 9/12-10/9/16		235.00
	0550138846	Skate park; portable toilet rental, 9/12-10/9/16		184.50
	0550138847	Jenkins Creek Elem; portable toilet rentals, 9/12-		117.50
	0550139578	Ciderfest; portable toilet delivery		50.00
			Total for Check Number 34796:	1,849.50
34797	2235	Integrity Structural Engineering, PLLC	10/14/2016	
	1600206	SE 256th Culvert Repair; bridge consulting, 9/1-		2,579.60
			Total for Check Number 34797:	2,579.60
34798	1803	Iron Mountain	10/14/2016	
	NAJ6151	Document storage; October		180.00
			Total for Check Number 34798:	180.00
34799	1701	Johnsons Home & Garden	10/14/2016	
	408995	Rainier Vista Trail; benches hardware		33.21
			Total for Check Number 34799:	33.21
34800	3204	King County Assessor	10/14/2016	
	3204-10	Polaris/Multifamily Housing Property Tax Exem		358.00
			Total for Check Number 34800:	358.00
34801	0143	King County Finance	10/14/2016	
	4077948	Maint; sewer treatment, 7/1-9/30/16		14.57
	4077948	Maint; sewer treatment, 7/1-9/30/16		19.43
	4077948	Maint; sewer treatment, 7/1-9/30/16		14.57

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34801:	48.57
34802	0204 0204-10	King County Pet Licensing Pet license remittance; September	10/14/2016	755.00
			Total for Check Number 34802:	755.00
34803	0641 16-0881 16-0881	King County Sheriff's Office Police services, September Sheriffs office; lease, September	10/14/2016	313,287.50 -2,074.17
			Total for Check Number 34803:	311,213.33
34804	1131 S1302264 S1301149 S1301312	Lincoln Equipment, Inc. Blue/white rope Diving Bricks Suitmate-swimsuit-water extractor	10/14/2016	93.68 113.65 1,993.11
			Total for Check Number 34804:	2,200.44
34805	3206 3206-10	Michael Loos Michael Loos; refund damage deposit 10/1/16	10/14/2016	250.00
			Total for Check Number 34805:	250.00
34806	2367 160290	Magnum Print Solutions Toner cartridges	10/14/2016	148.68
			Total for Check Number 34806:	148.68
34807	2486 863009 863009	McLendon Hardware, Inc. Saw pruning supplies Saw pruning supplies	10/14/2016	22.99 22.98
			Total for Check Number 34807:	45.97
34808	2791 TKW000665568 TKW00066572	NC Power Systems Co. #3307 repair #3307 repair	10/14/2016	1,102.63 86.72
			Total for Check Number 34808:	1,189.35
34809	1327 1327-10	Ethan Newton Ethan Newton; per diem allowance, NRPA confe	10/14/2016	216.00
			Total for Check Number 34809:	216.00
34810	3042 1485 1485R	Nordvind Sewer Service, LLC Shouldering/Ditch Cleaning/Re-grading Shouldering/Ditch Cleaning/Re-grading, retainag	10/14/2016	12,383.32 -619.17
			Total for Check Number 34810:	11,764.15
34811	3017 3716227709 3716229026 3716229290 3716229428 3716229428 3716229428 3716230355	O'Reilly Automotive Inc. #3390; alternator, belt #3390; alternator credit #3424; oil filter Maint shop; antifreeze, car wash Maint shop; antifreeze, car wash Maint shop; antifreeze, car wash Maint shop; connectors	10/14/2016	217.11 -10.86 12.58 13.01 9.77 9.77 29.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3716230355	#3578; connector		20.62
	3716230355	Maint shop; connectors		39.95
	3716230355	Maint shop; connectors		29.96
	3716230894	#2745; air filters		37.08
	3716231715	Maint shop; adapter		1.30
	3716231715	Maint shop; adapter		1.73
	3716231715	Maint shop; adapter		1.30
			Total for Check Number 34811:	413.28
34812	0004	Office Depot	10/14/2016	
	1985880631	Pen, markers		13.87
	1987214320	Cardstock		18.46
	865289848001	Office supplies		309.30
	865289945001	Office supplies		48.13
	867138701001	Printer ink		17.58
	867138752001	Printer ink		35.16
	867138753001	Office supplies		146.48
			Total for Check Number 34812:	588.98
34813	0818	Pacific Office Automation	10/14/2016	
	51731736	Copier lease, 9/15-10/14/16		122.47
			Total for Check Number 34813:	122.47
34814	1407	Parametrix, Inc.	10/14/2016	
	21-12409	Project review services, 7/31-8/27/16		330.79
	21-24218	CAS/Maintenance; services, 7/31-8/27/16		219.73
			Total for Check Number 34814:	550.52
34815	2860	Protect Youth Sports	10/14/2016	
	458730	Background checks		176.00
			Total for Check Number 34815:	176.00
34816	0161	Puget Sound Energy	10/14/2016	
	200003986730-10	Streets; electricity, 9/2-10/3/16		75.03
	200004045635-10	Streets; electricity, 9/2-10/3/16		77.64
	200005568858-10	Streets; electricity, 8/31-9/29/16		62.25
	200013103656-10	CCP; electricity, 8/31-9/29/16		35.57
	200013951476-10	Streets; electricity, 8/31-9/29/16		81.66
	200014568881-10	Maint shop; electricity, 8/31-9/29/16		56.42
	200014568881-10	Maint shop; electricity, 8/31-9/29/16		42.31
	200014568881-10	Maint shop; electricity, 8/31-9/29/16		42.31
	200022909309-10	Streets; electricity, 9/2-10/3/16		76.53
	220009801048-10	Streets; electricity, 9/3-10/4/16		79.13
	300000007744-10	Aquatics; electricity, 8/31-9/29/16		2,044.07
	300000007744-10	Aquatics; natural gas, 8/31-9/29/16		1,847.54
			Total for Check Number 34816:	4,520.46
34817	3082	Rainier Connect	10/14/2016	
	5000174-10	Basic business hosting; October		29.90
			Total for Check Number 34817:	29.90
34818	1197	Rainier Wood Recyclers	10/14/2016	
	00056199	Disposal fees		48.00
	00056252	Disposal fees		16.00
	00056307	Disposal fees		40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	00056308	Disposal fees		24.00
Total for Check Number 34818:				128.00
34819	2776	Red Wing Shoe Store	10/14/2016	
	381568	Gaudette; steel toe work boots		221.72
	381568	Gaudette; steel toe work boots		147.81
Total for Check Number 34819:				369.53
34820	3191	Safegaurd #233437	10/14/2016	
	0598249	Emergency Preparedness Fair; first aid tote givea		719.61
	0601132	City logo USB drives; giveaways		390.96
Total for Check Number 34820:				1,110.57
34821	1905	Sharp Electronics Corporation	10/14/2016	
	C863969-701	Police copier; usage, 8/12-9/16/16		29.04
	C864248-701	Copier; usage, 8/15-9/15/16		17.27
	C864248-701	Copier; usage, 8/15-9/15/16		25.91
	C864755-701	Workroom copier; usage, 8/28-9/22/16		1,095.47
Total for Check Number 34821:				1,167.69
34822	3009	SoftwareOne, Inc.	10/14/2016	
	US-PSI-522647	Parrish; Acrobat subscription; 5month		73.91
	US-PSI-525883	Microsoft server licenses		4,315.50
Total for Check Number 34822:				4,389.41
34823	0993	Soos Creek Water & Sewer District	10/14/2016	
	0700-906800-10	Aquatics; sewer, 8/1-9/30/16		2,402.04
	0700-927900-10	Maint shop; sewer, 8/1-9/30/16		35.93
	0700-927900-10	Maint shop; sewer, 8/1-9/30/16		47.90
	0700-927900-10	Maint shop; sewer, 8/1-9/30/16		35.93
Total for Check Number 34823:				2,521.80
34824	0736	Sound Security, Inc.	10/14/2016	
	824237	Security monitoring, October		1,050.50
	824237	Maint shop; secure monitoring, October		42.80
	824237	Maint shop; secure monitoring, October		32.10
	824237	Maint shop; secure monitoring, October		32.10
Total for Check Number 34824:				1,157.50
34825	1158	Sprint Rothhammer Intl, Inc.	10/14/2016	
	138489B	Aquatics; resale items, goggles		1,006.32
	138661A	Aquatics; resale items, goggles		369.66
	138661B	Returns; resale items, goggles		-11.20
Total for Check Number 34825:				1,364.78
34826	0376	United Rentals NW, Inc.	10/14/2016	
	136207667-007	Rental; road plate, 9/14-10/12/16		986.09
Total for Check Number 34826:				986.09
34827	2556	United Site Services	10/14/2016	
	114-4423613	Gardner property; fence rental, 9/3-9/30/16		355.77
Total for Check Number 34827:				355.77

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
34828	0357 0016952	Valley Communications 800 MHz access fee; September	10/14/2016	75.00
Total for Check Number 34828:				75.00
34829	0046	Verizon Wireless	10/14/2016	
	9772360478	Cellular service, 9/21-10/20/16		29.31
	9772360478	Cellular service, 9/21-10/20/16		251.47
	9772360478	Cellular service, 9/21-10/20/16		26.43
	9772360478	Cellular service/tablet data, 9/21-10/20/16		97.75
	9772360478	Cellular service/tablet data, 9/21-10/20/16		269.94
	9772360478	Cellular service/tablet data, 9/21-10/20/16		278.23
	9772360478	Cellular service, 9/21-10/20/16		30.13
	9772360478	Cellular service, 9/21-10/20/16		47.77
	9772360478	Cellular service/tablet data, 9/21-10/20/16		98.62
Total for Check Number 34829:				1,129.65
34830	1411	WA State Dept of Revenue-UCP	10/14/2016	
	1411-10	Remit check #30548; unclaimed property		83.00
	1411-10	Remit check #30550; unclaimed property		35.00
	1411-10	Remit check #30559; unclaimed property		9.00
	1411-10	Remit check #30590; unclaimed property		5.25
	1411-10	Remit check #30914; unclaimed property		7.75
Total for Check Number 34830:				140.00
34831	3208	Washington Asphalt Pavement Assoc	10/14/2016	
	20886	Terwillegar/Goranson; Asphalt Conference, regis		228.00
	20886	Terwillegar/Goranson; Asphalt Conference, regis		152.00
Total for Check Number 34831:				380.00
34832	3210	Erin Weisser	10/14/2016	
	33878	Reissued; Refund balance on account at Aquatic		7.75
Total for Check Number 34832:				7.75
34833	1496	Dan Wesley	10/14/2016	
	1496-10	Wesley; APWA Conference, per diem		70.40
Total for Check Number 34833:				70.40
34834	1708	Western Equipment Distributors, Inc.	10/14/2016	
	8012329-00	Athletic field paint		258.77
Total for Check Number 34834:				258.77
34835	2230	Wilbur-Ellis Company	10/14/2016	
	10385976RI	Soil sampling		41.27
Total for Check Number 34835:				41.27
34836	0355	WRPA	10/14/2016	
	1022	Conway; WRPA Fall Summit, registration		149.00
	1022	Kiselyov; WRPA Fall Summit, registration		149.00
	1022	Finazzo; WRPA Fall Summit, registration		149.00
	1022	Dal Santo; WRPA Fall Summit, registration		74.50
	1022	Patterson; WRPA Fall Summit, registration		149.00
	1022	Dal Santo; WRPA Fall Summit, registration		74.50
	1022	Ball; WRPA Fall Summit, registration		149.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 34836:	894.00
34837	3201	Zachary Maintenance Services LLC	10/14/2016	
	CoCov_Inv 1004	Minor housing repair; #JOHA-01-15		1,418.50
	CoCov_Inv 1005-	Minor housing repair; #DEAN-02-15		1,557.61
	CoCov_Inv 1006	Minor housing repair; #WILD-01-15		1,534.29
			Total for Check Number 34837:	4,510.40
34838	2104	Zones, Inc.	10/14/2016	
	K04760050101	Network storage switch		2,095.31
			Total for Check Number 34838:	2,095.31
			Total for 10/14/2016:	517,236.77
			Report Total (92 checks):	517,236.77

October 21, 2016

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 10/21/16 consisting of:

PAYLOCITY CHECK # 1005933893 through PAYLOCITY CHECK # 1005933910 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$188,847.52

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

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

10/21/16 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
113511	Regular	10/21/2016	503	Bolli, Regan H	4,927.59
113512	Regular	10/21/2016	246	Kirshenbaum, Kathleen	401.48
113513	Regular	10/21/2016	243	Lyon, Valerie	1,509.36
113514	Regular	10/21/2016	234	Mhoon, Darren S	1,492.31
113515	Regular	10/21/2016	162	Michaud, Joan M	2,221.79
113516	Regular	10/21/2016	123	Scott, Sharon G	2,579.56
113517	Regular	10/21/2016	313	Slate, Karla J	2,506.13
113518	Regular	10/21/2016	275	Hart, Richard	3,008.48
113519	Regular	10/21/2016	368	Mueller, Ann M	1,515.39
113520	Regular	10/21/2016	487	Bykonen, Tyler B	143.44
113521	Regular	10/21/2016	180	Cles, Staci M	1,972.88
113522	Regular	10/21/2016	146	Hagen, Lindsay K	1,642.23
113523	Regular	10/21/2016	235	Hendrickson, Robert	3,857.18
113524	Regular	10/21/2016	105	Parker, Cassandra	2,650.23
113525	Regular	10/21/2016	433	Cimaomo, Joseph T	390.11
113526	Regular	10/21/2016	323	Harto, Margaret	578.24
113527	Regular	10/21/2016	324	Lanza, Mark	382.11
113528	Regular	10/21/2016	570	McGregor Hollums, Helen F	396.24
113529	Regular	10/21/2016	326	Mhoon, Marlla	341.85
113530	Regular	10/21/2016	502	Smith, Sean D	539.85
113531	Regular	10/21/2016	329	Wagner, Jeffrey	766.94
113532	Regular	10/21/2016	568	Burton, Da'Ris V	888.28
113533	Regular	10/21/2016	353	Dalton, Jesse J	2,297.51
113534	Regular	10/21/2016	524	Denning, Jerald J	1,059.42
113535	Regular	10/21/2016	373	Fealy, William J	2,290.89
113536	Regular	10/21/2016	301	Gaudette, John J	1,811.69
113537	Regular	10/21/2016	511	Goranson, Gage W	1,424.86
113538	Regular	10/21/2016	186	Junkin, Ross D	2,983.36
113539	Regular	10/21/2016	559	Parker, Bryce R	762.77
113540	Regular	10/21/2016	457	Smith, Nathan H	1,182.23
113541	Regular	10/21/2016	408	Terwillegar, Jeremy A	1,750.13
113542	Regular	10/21/2016	377	Bates, Krista	1,447.03
113543	Regular	10/21/2016	268	Bykonen, Brian D	2,307.89
113544	Regular	10/21/2016	279	Christenson, Gregg R	3,034.43
113545	Regular	10/21/2016	270	Lyons, Salina K	2,370.50
113546	Regular	10/21/2016	269	Meyers, Robert L	3,468.53
113547	Regular	10/21/2016	284	Ogren, Nelson W	2,752.70
113548	Regular	10/21/2016	266	Thompson, Kelly	2,278.03
113549	Regular	10/21/2016	575	Wilson, Steven B	1,954.93
113550	Regular	10/21/2016	307	Morrissey, Mayson	3,099.26
113551	Regular	10/21/2016	199	Bahl, Rachel A	2,192.23
113552	Regular	10/21/2016	397	Ball, Jaquelyn I	1,587.68
113553	Regular	10/21/2016	451	Conway, Sean	2,061.73
113554	Regular	10/21/2016	574	Dal Santo, Shannon A	1,590.32
113555	Regular	10/21/2016	448	Finazzo, Dominic V	1,623.94
113556	Regular	10/21/2016	305	Kiselyov, Tatyana	1,933.67
113557	Regular	10/21/2016	194	Newton, Ethan A	3,363.76
113558	Regular	10/21/2016	195	Patterson, Clifford	2,519.58
113559	Regular	10/21/2016	106	Bates, Shellie L	2,215.20
113560	Regular	10/21/2016	349	Buck, Shawn M	1,851.60
113561	Regular	10/21/2016	27 of 244	French, Fred	147.87

113562 Regular	10/21/2016	436 Lindskov, Robert T	3,170.93
113563 Regular	10/21/2016	257 Parrish, Benjamin A	2,078.59
113564 Regular	10/21/2016	173 Vondran, Donald M	3,898.27
113565 Regular	10/21/2016	252 Wesley, Daniel A	2,260.06
113566 Regular	10/21/2016	388 Andrews, Kaitlyn E	69.35
113567 Regular	10/21/2016	481 Binder, Jordan M	235.53
113568 Regular	10/21/2016	534 Blakely, Gavin D	337.29
113569 Regular	10/21/2016	513 Bryant, Colin A	143.73
113570 Regular	10/21/2016	517 Burke, Austin W	249.47
113571 Regular	10/21/2016	576 Clark, Reiley E	44.91
113572 Regular	10/21/2016	514 Collins, Ashtyn E	256.20
113573 Regular	10/21/2016	258 Cox, Melissa	997.34
113574 Regular	10/21/2016	566 Duven, Bridget N	83.84
113575 Regular	10/21/2016	562 Grobbelaar, Jan G	541.98
113576 Regular	10/21/2016	508 Halbert, Olivia M	170.68
113577 Regular	10/21/2016	430 Hanson, Sean C	603.29
113578 Regular	10/21/2016	316 Johansen, Andrea	286.48
113579 Regular	10/21/2016	410 Lanz, Avalon A.	600.51
113580 Regular	10/21/2016	558 Maine, Connor	47.91
113581 Regular	10/21/2016	435 Martin, Iain-Josiah	368.89
113582 Regular	10/21/2016	525 Mastroianni, Anthony J	109.74
113583 Regular	10/21/2016	484 May, Alexander E	296.63
113584 Regular	10/21/2016	483 Medel, Erick	491.84
113585 Regular	10/21/2016	516 Montero, Ivan P	155.94
113586 Regular	10/21/2016	550 Moriarty, Dylan M	151.24
113587 Regular	10/21/2016	312 Perko, Roxanne H	589.30
113588 Regular	10/21/2016	387 Praggastis, Elena C	418.77
113589 Regular	10/21/2016	493 Sears, Andrew J	208.38
113590 Regular	10/21/2016	492 Spencer, Ethan R	321.16
113591 Regular	10/21/2016	392 Wardrip, Spencer A	387.67
113592 Regular	10/21/2016	480 Woods, Dylan J	464.24
113593 Regular	10/21/2016	533 Wruth, Hunter T	213.12
113594 Regular	10/21/2016	542 Bolton, Max	38.56
113595 Regular	10/21/2016	536 Harjehausen, Jack	79.54
113596 Regular	10/21/2016	573 Hopp, Savannah G	19.29
113597 Regular	10/21/2016	528 Hopp, Tyler A	45.80
113598 Regular	10/21/2016	467 Lam, Brandon A	100.50
113599 Regular	10/21/2016	468 Lam, Matthew T	30.67
113600 Regular	10/21/2016	495 Tashiro-Townley, Joshua C	188.01
113601 Regular	10/21/2016	554 Underwood, Brady M	96.42
113602 Regular	10/21/2016	116 Beaufrere, Noreen	2,990.41
113603 Regular	10/21/2016	137 Throm, Victoria J	2,031.14
1005933893 Regular	10/21/2016	364 Newell, Nancy J	91.42
1005933894 Regular	10/21/2016	471 Shank, Maia M	323.69
1005933895 Regular	10/21/2016	527 Ainsworth, Nicholas D	378.47
1005933896 Regular	10/21/2016	509 Brannon, David J	129.30
1005933897 Regular	10/21/2016	555 Casey, Noah	35.94
1005933898 Regular	10/21/2016	580 Hammerstrom, Iliana L	44.91
1005933899 Regular	10/21/2016	564 Jackson-Kinney, Kyrsten S	377.23
1005933900 Regular	10/21/2016	579 Mucke, Isabelle R	17.97
1005933901 Regular	10/21/2016	567 Praggastis, Christina B	256.15
1005933902 Regular	10/21/2016	489 Wold, Jared K	376.46
1005933903 Regular	10/21/2016	578 Zarzoza, Kiley M	38.93
1005933904 Regular	10/21/2016	551 Bellmore, Alexander J	115.68
1005933905 Regular	10/21/2016	556 Bethune, Lauchlin A	385.15
1005933906 Regular	10/21/2016	470 Cekarmis, Dusan	155.34

1005933907 Regular	10/21/2016	521 Ellsworth, Joseph G	9.64
1005933908 Regular	10/21/2016	547 Miskar, Isaac O	9.64
1005933909 Regular	10/21/2016	474 Shank, Elijah J	21.69
Totals for Payroll Checks	110 Items		122,716.64
Third Party Checks for Account Paylocity Account			

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
113604	AGENCY	10/21/2016	401SS	ICMA Retirement Trust	19,423.15
113605	AGENCY	10/21/2016	457Ex	Vantagepoint Transfer Agent-	375.80
113606	AGENCY	10/21/2016	CICOV	City of Covington	3,127.34
113607	AGENCY	10/21/2016		Emp City of Covington Employee	114.00
113608	AGENCY	10/21/2016	IC401	ICMA Retirement Trust	4,650.41
113609	AGENCY	10/21/2016	IC457	ICMA Retirement Trust	2,371.18
113610	AGENCY	10/21/2016	ROTH	ICMA Retirement Trust	100.00
113611	AGENCY	10/21/2016	VEBA	HRA VEBA Trust	1,857.13
1005933910	AGENCY	10/21/2016	JG1	WASH CHILD SUPPORT	110.41
Totals for Third Party		9 Items			32,129.42

ICMA Forfeiture Account	10,569.12
Tax Liabilities	22,666.72
Paylocity Fees	765.62
Grand Total	<u>\$ 188,847.52</u>

Consent Agenda Item C-3

Covington City Council Meeting

Date: October 28, 2016

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A STATUTORY WARRANTY DEED FOR THE DEDICATION OF REAL PROPERTY, IN THE FORM OF PUBLIC RIGHT-OF-WAY IN ASSOCIATION WITH THE DEVELOPMENT OF THE COVINGTON MIXED-USE COMMERCIAL SITE DEVELOPMENT PERMIT (LU14-0006/0010).

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Statutory Warranty Deed for dedication of right-of-way

PREPARED BY: Salina Lyons, Principal Planner
Nelson Ogren, Development Review Engineer

EXPLANATION:

Pursuant to the Director's Conditions of Approval ("Conditions") for the Covington Mixed-Use Commercial Site Development Permit City File Numbers LU14-0006/0010, Inland Group ("Developer") is required to dedicate and construct right-of-way as follows, and identified in Attachment 1, Exhibit B:

1. 38 feet of right-of-way along the eastern property line and construct half street improvements for SE 276th St.
2. 33 feet of right-of-way along the western property line and construct half street improvements for 171st Ave SE.
3. 33 feet of right-of-way along the northern property line to accommodate the future location of SE 274th St. The developer was not required to construct any street improvements within the dedication area. It is anticipated that SE 274th St. will be constructed at such time as the development to the north redevelops (Safeway Shopping Center).

Upon completion of the attached Statutory Warranty Deed, the dedication areas will be transferred to the city as public right-of-way (Attachment 1).

ALTERNATIVES: None. This is a legally recorded document.

FISCAL IMPACT: Authorization of the easement agreement will not have a direct fiscal impact.

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

Council member _____ moves, Council member _____ seconds, to authorize the city manager to sign a Statutory Warranty Deed, in substantial form as that attached hereto, for the dedication of right-of-way to the city associated with the development of the Covington Mixed-Use Commercial Site Development permit (LU14-0006/0010).

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

ATTACHMENT 1

WHEN RECORDED RETURN TO:

City of Covington
16720 SE 271st St. Ste 100
Covington, WA 98042
Attn: Permit Services

Grantor: Polaris at Covington, LLC

Grantee: City of Covington

Abbreviated Legal Description: Tract A, B and C of BSP 20141119001072, in Covington, King County, Washington.

Assessor's Tax Parcel ID Nos. 1796130030, 1796130040, 1796130050

STATUTORY WARRANTY DEED

THE Grantor, POLARIS AT COVINGTON, LLC, a Washington limited liability company, for and in consideration of mutual benefit and other good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the CITY OF COVINGTON, a Washington municipal corporation, and its successors and assigns, all of its right, title, and interest, and any after-acquired interest therein, in and to the following described real property situated in King County, Washington:

Tracts A, B and C of Binding Site Plan No. 20141119001072. A full legal description of such property is attached hereto as Exhibit A, and a copy of Binding Site Plan 20141119001072 is attached hereto as Exhibit B, both of which are incorporated herein by this reference.

The Grantor hereby covenants that it is the owner in fee simple and the property is free of all liens and encumbrances, except any right, title, easement, or encumbrance of record, it has

good and legal right to convey the real property above-described and it will pay all taxes and assessments due and owing on the property.

DATED THIS _____ day of _____, 2016.

GRANTOR

POLARIS AT COVINGTON, LLC

By: Polaris Covington Manager, LLC
Its: Manager

By: _____
Darin Davidson
Its: Manager

Accepted on behalf of the City of Covington this ____ day of _____, 2016.

CITY OF COVINGTON

By: _____
Regan Bolli, City Manager

Exhibit A

Legal Description

TRACTS A, B AND C AS SHOWN ON THAT CERTAIN MAP ENTITLED BINDING SITE PLAN, FILE NO. LU14-009/0010, RECORDED ON NOVEMBER 19, 2014 UNDER RECORDING NO. 20141119001072, RECORDS OF KING COUNTY AUDITOR.

SITUATE IN THE CITY OF COVINGTON, COUNTY OF KING, STATE OF WASHINGTON.

Exhibit B

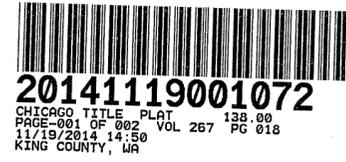
Binding Site Plan

(attached)

BINDING SITE PLAN

FILE NO. LU14-0009/0010

PARCEL 'A', LOT LINE ADJUSTMENT LU 10-0005
LOCATED IN THE NE 1/4, NW 1/4, SECTION 36,
TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M.
CITY OF COVINGTON, KING COUNTY, WASHINGTON



Norm Alberg
Norm Alberg

DEDICATION & DECLARATION:

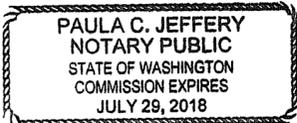
KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNER(S) OF THE LAND HEREIN DESCRIBED DO HEREBY DECLARE THIS BINDING SITE PLAN AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN HEREON AND THE USE THEREON FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN ON THIS BINDING SITE PLAN IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON.

BY: COVINGTON TOWNE CENTER, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

[Signature]
ITS AUTHORIZED REPRESENTATIVE

ACKNOWLEDGMENT:

STATE OF WASHINGTON } SS:
COUNTY OF KING



I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Yvonne Fors ACTING AS THE AUTHORIZED REPRESENTATIVE OF COVINGTON TOWNE CENTER, LLC, SIGNED THIS INSTRUMENT AND ACKNOWLEDGES IT TO BE HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

DATED THIS 13th DAY OF November, 2014

Paula C. Jeffery
PRINTED NAME

MY COMMISSION EXPIRES: July 29, 2018

APPROVALS:

APPROVED THIS 17th DAY OF NOVEMBER, 2014

[Signature]
CITY OF COVINGTON DEVELOPMENT ENGINEER

APPROVED THIS 17th DAY OF NOVEMBER, 2014

[Signature]
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED THIS 17th DAY OF NOVEMBER, 2014

[Signature]
FINANCE DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS:

EXAMINED AND APPROVED THIS 19th DAY OF NOVEMBER, 2014

362205-9187
ACCOUNT NUMBER

LLOYD SACA BY *[Signature]*
KING COUNTY ASSESSOR

APPROVAL NOTES:

THIS BINDING SITE PLAN HAS BEEN REVIEWED BY THE CITY OF COVINGTON UNDER APPLICABLE CODE CHAPTER 17.30.

FINANCE DIVISION CERTIFICATE:

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY THEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

THIS _____ DAY OF _____, 2014

MANAGER, FINANCE DIVISION

NOTES, COVENANTS AND CONDITIONS:

- TRACTS A, B AND C WILL BE DEDICATED TO THE CITY OF COVINGTON FOR ROAD PURPOSES AT A FUTURE DATE UNDER SEPARATE DOCUMENT.
- EASEMENTS FOR WATER AND SEWER WILL BE PROVIDED AT A FUTURE DATE UPON COMPLETION OF CONSTRUCTION UNDER SEPARATE DOCUMENT.
- BASIS OF BEARINGS: THE BEARING OF NORTH 01°19'14" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 36, BETWEEN FOUND MONUMENTS, PER COVINGTON TOWNE CENTER LOT LINE ADJUSTMENT, FILE NO. LU 10-0005 WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS BINDING SITE PLAN.
- BASIS OF POSITION (NAD 1983/91 STATE PLANE COORDINATES): HELD THE MONUMENT AT THE NORTH QUARTER CORNER OF SECTION 36 PER COVINGTON TOWNE CENTER LOT LINE ADJUSTMENT, FILE NO. LU 10-0005 AND WCCS CONTROL POINT DESIGNATED 5902 WITH COORDINATES OF 133292.5133' NORTH AND 1323401.2130' EAST.
- BASIS OF BEARINGS (NAD 1983/91 STATE PLANE COORDINATES) HELD THE SAME BASIS AND ROTATION AS HELD ACCORDING TO COVINGTON TOWNE CENTER LOT LINE ADJUSTMENT, FILE NO. LU 10-0005 WHICH SAID SURVEY HELD THE NORTHWEST CORNER OF SECTION 36 AS THE ROTATION POINT. SAID POINT IS DESIGNATED AS 5903 ACCORDING TO WCCS DATA SHEET AND HAS COORDINATES OF 133295.776' NORTH AND 1320771.009' EAST.
- MONUMENTS FOUND WERE FIELD VISITED IN MARCH 2014.
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES, THEREFORE THE ONLY TRUE STATE PLANE COORDINATE IS THE BASIS OF POSITION AS NOTED ABOVE.

LEGAL DESCRIPTION:

PARCEL A, CITY OF COVINGTON LOT LINE ADJUSTMENT NUMBER LU 10-0005 (COVINGTON TOWN CENTER), RECORDED UNDER RECORDING NUMBER 20100811900003.

REFERENCES:

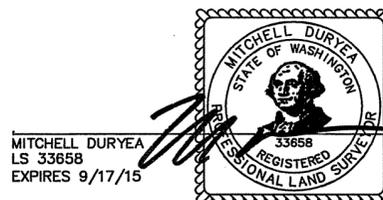
- COVINGTON TOWNE CENTER LOT LINE ADJUSTMENT FILE NO. LU 10-0005, VOLUME 274, PAGE 062
- KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L94 L0036, AFN 9406079008
- RECORD OF SURVEY, AFN 20070312900007
- RECORD OF SURVEY, AFN 20081231900022
- RECORD OF SURVEY, AFN 20120521900006

EQUIPMENT & PROCEDURES:

SURVEY PERFORMED WITH NIKON NPL-362 TOTAL STATION. THIS SURVEY COMPLIES WITH WAC 332-130.

LAND SURVEYOR'S CERTIFICATE:

THIS BINDING SITE PLAN CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES ON THIS 11th DAY OF NOVEMBER, 2014.



11-11-2014
DATE

MITCHELL DURYEA
LS 33658
EXPIRES 9/17/15

DURYEA & ASSOCIATES, P.S.

2702 N. Perry Street, Spokane WA 99207

tel: (509) 465-8007

www.duryea-associates.com

October, 2014

Sheet 1 of 2

JOB NO. 14-1812

Consent Agenda Item C-4

Covington City Council Meeting

Date: October 25, 2016

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN EASEMENT AGREEMENT WITH LAKESIDE INDUSTRIES GRANTING THEM USE OF A PORTION OF CITY RIGHT-OF-WAY, IDENTIFIED AS THE COLLIER AND LUND REVISION ROAD LOCATED ON PARCEL NO. 1922069041 (THE “HAWK PROPERTY”, IN THE CITY OF COVINGTON.

RECOMMENDED BY: Richard Hart, Community Development Director
Don Vondran, Public Works Director

ATTACHMENT(S):

1. Proposed easement agreement with Lakeside Industries.
2. Map of current location of Lakeside Industries operations (Google Earth).
3. Site plan of proposed new location of Lakeside Industries operations.
4. Email from Lakeside Industries regarding sunset of proposed new location of operations and easement in 2021.

PREPARED BY: Salina Lyons, Principal Planner
Nelson Ogren, Development Review Engineer

EXPLANATION:

The purpose of this agenda bill is to request that the city council grant an easement to Lakeside Industries (“Lakeside”) for their use of a portion of city-owned right-of-way (“ROW”), identified as a portion of the Collier and Lund Revision road located on Parcel Nos. 1922069041, 3022069001, 2022069152 and 2922069162 (property commonly known as the “Hawk Property”). The proposed easement agreement is included as Attachment 1.

A. Scope of Easement Agreement

Lakeside currently operates an asphalt batch plant on the Hawk Property at the location identified in Attachment 2. As a result of the redevelopment of the Hawk Property as Lakepointe Urban Village, pursuant to the Hawk Property Planned Action Ordinance (“PAO”) and Subarea Plan passed by the city council, Lakeside will be required to move their asphalt batch plant facility to a different location on the Hawk Property. The site plan for the proposed new location of Lakeside’s operations is included as Attachment 3.

The proposed area designated for Lakeside’s new asphalt batch facility will encroach into a portion of city-owned ROW identified as a portion of the Collier and Lund Revision Road. The ROW is 60 ft. wide, is undeveloped (no improvements), and is currently not used by the city. As shown in Attachment 1, Exhibit A, the proposed easement for Lakeside’s use extends for approximately 500 linear feet of the ROW, resulting in approximately 39,720 sq. ft. of encroachment.

B. Associated Building Permit Application

The proposed easement agreement is connected to a building permit application submitted by Lakeside for the new location of their asphalt batch plant facility (B16-0082), which is currently under review by the city. Lakeside considers the new facility to be “temporary”, as it can be removed and located on a different property in the future. However, the applicable building codes define temporary structures as those used for a period of 180 days or less. Therefore, because Lakeside intends to continue to operate their asphalt batch facility throughout construction of the Lakepointe Urban Village development, the structure is considered permanent and requires a valid building permit.

C. Associated Zoning Map Amendments—Sunset of Asphalt Batch Plant Use

As the city council is aware, the city and Oakpointe LLC (“Oakpointe”), the master developer of the Lakepointe Urban Village development, have been negotiating a development agreement to govern the development of the Hawk Property (in conjunction with the PAO and Subarea Plan). Oakpointe intends to submit a zoning map amendment application along with their development agreement application. As part of the proposed zoning map amendment, the parcel upon which Lakeside’s asphalt batch plant will operate is proposed to be rezoned from its current zoning of Mineral (M) to Regional Commercial Mixed Use (RCMU). Upon the adoption of such amendments to the city’s zoning map, Lakeside’s asphalt batch plant operations will be considered a legal non-confirming use subject to an amortization period terminating at the end of 2021; at such time, their non-confirming use status will sunset and their asphalt batch plant facilities will need to be removed. Lakeside is aware of this amortization, or sunset, of their current use of the property. (Attachment 4)

ALTERNATIVES:

- 1. Deny giving authority to the city manager to execute the proposed Lakeside Easement agreement.
- 2. Request additional information from staff.

FISCAL IMPACT:

Execution of the easement agreement will not have a direct fiscal impact on the city.

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

Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute an easement agreement with Lakeside Industries, in substantial form as that presented, granting them use of a portion of city right-of-way, identified as the Collier and Lund Revision Road on the Hawk Property in the City of Covington.

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

AFTER RECORDING RETURN TO:

Barry G. Ziker
Joyce Ziker Parkinson, PLLC
1601 Fifth Avenue, Suite 2040
Seattle, WA 98101

EASEMENT AGREEMENT

Grantor: City of Covington

Grantee: Lakeside Industries, Inc.

Abbreviated Legal: Portion of Collier and Lund Revision Road, King County Survey No. 20-22-6-3

Tax Parcel Nos.: 192206-9041, 3022069001, 2022069152, and 2922069162

Related Documents: N/A

The City of Covington, a Washington municipal corporation (“Grantor”) and Lakeside Industries, Inc., a Washington corporation (“Grantee”) enter into this Easement Agreement (“Agreement”) as of the _____ day of _____, 2016 (“Effective Date”).

1. Background

Grantor owns the real property described on **Exhibit A** (“Grantor Property”). Grantee is the lessee of all or a portion of the real property described on **Exhibit B** (“Grantee Property”). Grantee desires to use the Grantor Property for business purposes and for ingress and egress to and from its business premises, and Grantor is willing to grant an easement for such use on the terms and conditions set forth below. The parties agree that Grantor’s grant of the easement and the respective rights and obligations of the parties are supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

2. Rights and Obligations of the Parties.

2.1 *Grant of Easement.* Grantor hereby grants and conveys to Grantee an easement (“Easement”) across and over the Grantor Property as described in Exhibit A for ingress and egress to Grantee’s business premises located on the Grantee Property as described

in Exhibit B, and for general business purposes, including but not limited to equipment storage.

- 2.2 *Duration of Easement.* The Easement shall continue for so long as Grantee holds a leasehold interest in Grantee's Property.
- 2.3 *Maintenance.* Grantee shall be responsible for inspecting, maintaining, and repairing the Grantor Property during the term of the Easement; provided, however, that Grantee shall not make any improvements or alterations to the Grantor Property without the prior written consent of Grantor.
- 2.4 *Indemnity.* Grantee shall indemnify, defend, and hold Grantor harmless from and against all injuries, losses, damages, claims, penalties, liabilities, suits, expenses, and costs (collectively, "Claims") arising from or in connection with the granting of the Easement or the use, inspection, maintenance, or repair of the Grantor Property, except to the extent such Claims are caused by the negligent or intentional acts or omissions of Grantor or Grantor's agents or contractors.
- 2.5 *As Is; Termination.* Grantee hereby accepts the Grantor Property in its current "as-is, where-is" condition. Upon termination, expiration, or abandonment of the Easement, Grantee shall return the Grantor Property to its condition on the Effective Date (but only to the extent such condition has been changed by the Grantee, its employees, contractors, agents, or invitees), ordinary wear and tear excepted.
- 2.6 *Compliance with Laws.* Grantee shall comply with all applicable local, state, and federal laws affecting Grantee's operation of its business as it relates in any way to the Easement.
- 2.7 *Benefit and Burden.* This Easement shall burden the Grantor Property and shall be for the benefit of Grantee and the Grantee Property.

3. Miscellaneous

- 3.1 *Notices.* Any demand, request, or notice that either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed effective when (i) personally delivered, (ii) one (1) business day after placed in the hands of a reputable overnight courier, or (iii) three (3) business days after placed in the U.S. Mail, postage pre-paid, registered or certified, in each case addressed as follows:

To Grantor: City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964
Attn: _____

To: Grantee: Lakeside Industries, Inc.
PO Box 7016

6505 226th Place SE, Suite 200
Issaquah, WA 98027
Attn: Michael Lee and Karen Deal

Copy to: Joyce Ziker Parkinson, PLLC
1601 Fifth Avenue, Suite 2040
Seattle, WA 98101
Attn: Barry G. Ziker

or to such other address and person as either party may communicate to the other by like written notice.

- 3.2 *Grantor's Authority.* Grantor represents and warrants that it has full right, title, and interest in and to the Grantor Property to the extent necessary to make this Agreement and that the person or persons executing this Agreement on behalf of Grantor have been duly authorized to do so.
- 3.3 *Grantee's Authority.* Grantee represents and warrants that the person or persons executing this Agreement on behalf of Grantee have been duly authorized to do so.
- 3.4 *Enforcement; Applicable Law.* In the event of a breach of any of the covenants or agreements set forth in this Agreement the injured party shall, except as expressly stated in this Agreement, be entitled to any and all remedies at law or in equity, including but not limited to the equitable remedies of specific performance or injunction issued by a court of competent jurisdiction. In any suit, action, or appeal therefrom to enforce any provision of, or to interpret, this Agreement, the prevailing party shall be entitled to recover its costs incurred, including reasonable attorney's fees and expenses. This Agreement shall be governed by the laws of the State of Washington without regard to conflict of law principles.
- 3.5 *Final Agreement.* This Agreement constitutes the final expression and entire agreement of the parties with respect to its subject matter. No party is relying upon any oral agreement or other understanding not expressly set forth in this Agreement. This Agreement replaces and supersedes any pre-existing agreement involving the subject of this Agreement.
- 3.6 *Amendment.* This Agreement shall not be modified, amended, or terminated without a writing signed by Grantor and Grantee, or each of their assigns or successors in interest.
- 3.7 *Easements to Run With the Land; Binding on Successors and Assigns.* The easement, covenants, restrictions, benefits, and obligations hereunder are not personal, but shall run with the land and shall be binding upon and run for the benefit of the owners of the Grantor Property and the Grantee Property, their heirs, administrators, personal representatives, successors, and assigns and all persons and parties claiming by or through any of them during the term of this Agreement.

- 3.8 *Waiver.* No waiver of any of the provisions of this Agreement shall be effective unless it is in writing and signed by the person or entity against whom it is asserted, and any such written waiver shall only be applicable in the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 3.9 *Further Assurance.* Each party to this Agreement shall execute and deliver to the other party any and all documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.
- 3.10 *Exhibits.* Exhibits A and B attached hereto are incorporated into and made a part of this Agreement.

EXHIBIT A

Grantor Property

THAT PORTION OF THE COLLIER AND LUND REVISION ROAD, KING COUNTY SURVEY NO. 20-22-6-3, BEING A 60 FOOT ROAD AS CONVEYED BY WARRANTY DEED RECORDED UNDER RECORDING NO. 8608120403, RECORDS OF KING COUNTY, WASHINGTON, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

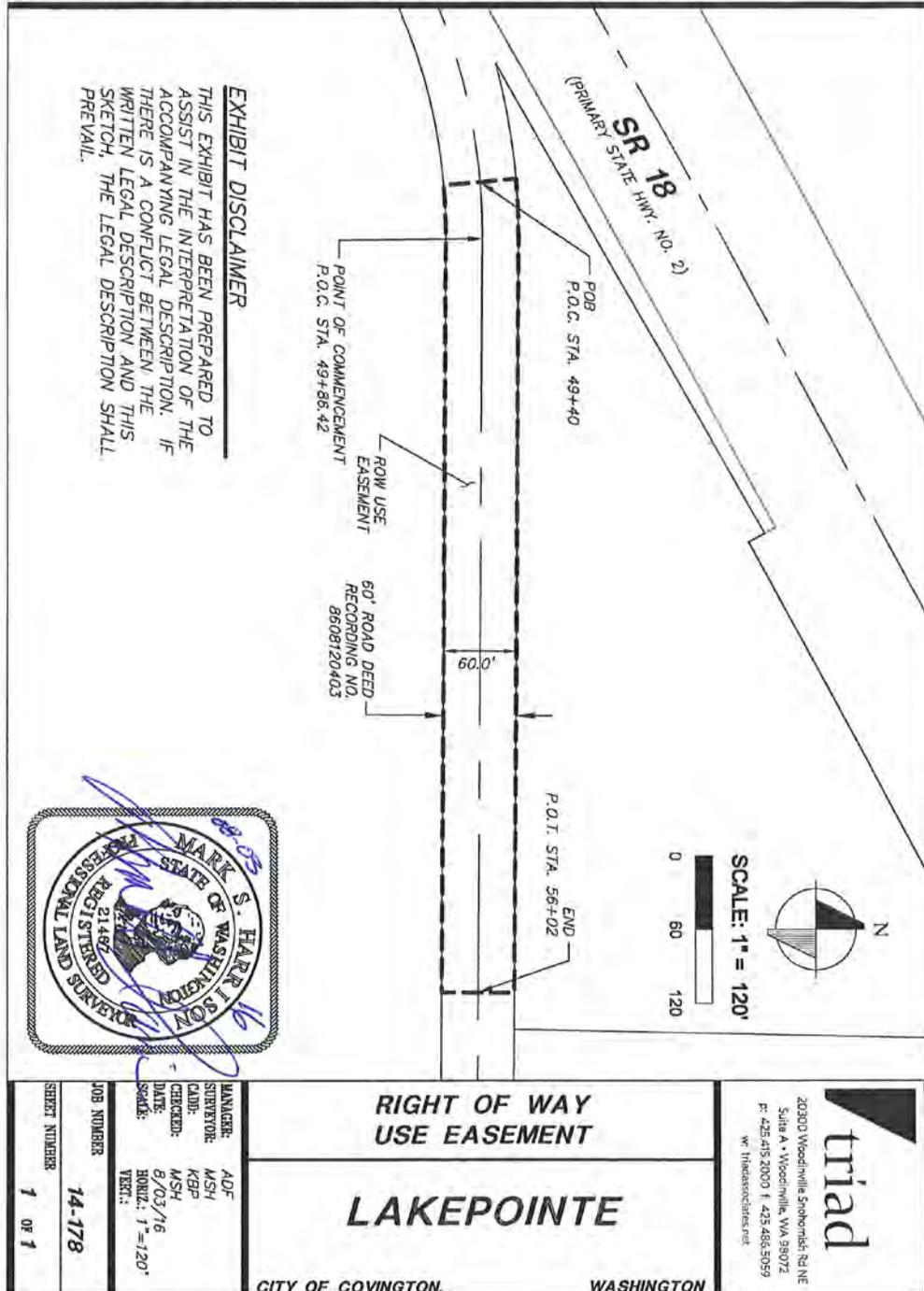
COMMENCING AT P.T. ROADWAY STATION 49+86.42 AS DESCRIBED IN SAID DEED;

THENCE ALONG A CURVE TO THE LEFT, THE CENTER WHICH BEARS SOUTH 00°24'31" WEST, 500.00 FEET, THROUGH A CENTRAL ANGLE OF 05°19'09", AN ARC DISTANCE OF 46.42 FEET TO ROADWAY STATION 49+40 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE TO THE RIGHT, THE CENTER WHICH BEARS SOUTH 04°54'38" EAST, 500.00, THROUGH A CENTRAL ANGLE OF 05°19'09", AND ARC DISTANCE OF 46.42 FEET;

THENCE SOUTH 89°35'29" EAST, 615.58 FEET TO ROADWAY STATION 56+02 AND THE TERMINUS OF THIS DESCRIBED LINE;

CONTAINING 39,720 SQUARE FEET, MORE OR LESS.



8/03/16 14178.DWG

EXHIBIT B

Grantee Property

Parcel A

That portion of the S 1/2 Section 19, lying southeasterly of State Route 18, together with the SW 1/4 SW 1/4 of Section 20, Township 22 North, Range 6 East W.M. less county road.

Parcel B

The SE 1/4 of the SW 1/4 Section 20, Township 22 North, Range 6 East W.M., in King County, Washington. EXCEPT a 60 foot strip thereof lying within the Collier and Lund Revision Road, "also known as Southeast 254th Street," and

SUBJECT TO: Right-of-way contract for easement for pipelines by instrument recorded under Auditors File Nos. 4681196 and 4681197, and EXCEPTIONS & RESERVATIONS contained in deed recorded under Auditor's File Nos. 826389 and 1090591; and the right to make necessary slopes for cuts or fills recorded under Auditor's File Nos. 2931461, 2931462, and 2931463.

Parcel C

All that real property situate in the County of King, State of Washington, being a portion of Section 30 and the North half of the Northwest quarter of Section 29, all in Township 22 North, Range 6 East, Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of said Section 29; thence Easterly along the North line thereof N89°08'02" E 1583.90 feet, more or less, to the Westerly margin of the Northwest Gas Pipe Line easement; thence Southwesterly along said Westerly margin S24°32'00" E 635.22 feet, more or less, to the North line of that certain plat of Timberlane Estates Division No. 4 as recorded in Volume 89 of Plats, pages 3 & 4, records of said County; thence Northwesterly, Westerly and Southwesterly along said North line N65°28'00" W 68.56 feet to the most northerly corner of Lot 118 of said plat, thence S66°30'00" W 56.08 feet; thence S78°00'00" W 195.00 feet; thence S69°30'00" W 154.46 feet; thence S40°00'00" W 60.00 feet; thence N50°00'00" W 21.54 feet; thence S63°04'27" W 146.42 feet; thence N62°36'42" W 62.00 feet; thence S27°23'18"

W 45.00 feet; thence N62°36'42" W 150.00 feet; thence N27°23'18" E 45.00 feet; thence N62°36'42" W 103.00 feet; thence S86°24'22" W 332.91 feet; thence S40°34'04" W 400.00 feet; thence S20°07'04" W 130.00 feet; thence leaving said North line S86°10'00" W 1070.00 feet; thence S07°20'00" W 130.00 feet; thence N85°45'00" W 530.00 feet; thence N11°10'00" W 270.00 feet; thence N24°15'00" W 366.26 feet; thence S65°00'00" W 369.64 feet; thence N19°33'18" W 688.44 feet, more or less, to a point on a line lying 260.00 feet distant, when measured at right angles, from the centerline of primary State Highway No. 2; thence Southwesterly along said line S55°46'43" W 36.44 feet to the East line of the Northeast quarter of the Northwest quarter of said Section 30 and the most Northerly corner of Lot 2 as said Lot is shown and so designated on that certain short plat as recorded under No. 7712220725, records of said County; thence continuing Southwesterly, Northwesterly and Northeasterly along said Lot 2 S55°46'43" W 836.07 feet; thence N34°13'17" W 75.00 feet; thence tangent to the preceding course along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00," an arc length of 39.27 feet to the Southeasterly right-of-way line of the frontage service road lying parallel with and adjacent to primary State Highway No. 2 (Jct. SSH No. 5-A to Jct. PSH No. 5); thence leaving said Lot 2 Northeasterly along said right-of-way line N55°46'43" E 847.17 feet to the South line of that certain property conveyed to King County by deed recorded under Recording No. 2931459, records of said County; thence Easterly along said South line S89°05'18" E 27.38 feet, more or less, to said East line of the Northeast quarter of the Northwest quarter of Section 30, said point also being on the South line of that certain property conveyed to King County by deed Recording No. 2931466, records of said County; thence continuing along said South line S89°05'18" E 2.13 feet; thence tangent to the preceding course along the arc of a curve to the left having a radius of 551.07 feet and a central angle of 19°56'59," an arc distance of 191.88 feet to the North line of said Section 30; thence along said North line N89°59'17" E 2451.05 feet to the point of beginning and containing 80.83 acres of land, more or less.

s All situate in the County of King, State of Washington.



Lakeside Industries Asphalt Batch Plant at Hawk Property (Current Location- 2016)

ATTACHMENT 2



Imagery ©2016 Google, Map data ©2016 Google 100 ft



SCALE: 1" = 30'

triad

20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net

WASHINGTON

GRADING AND DRAINAGE PLAN
LAKESIDE INDUSTRIES, INC.
LAKESIDE - COVINGTON
BUILDING PERMIT#: B16-0082
CITY OF COVINGTON,

DATE: 7/18/16
REVISION: 8/21/16 PER CITY COMMENTS, DATED 8/14/16
10/16/16 PER CITY COMMENTS, DATED 8/14/16

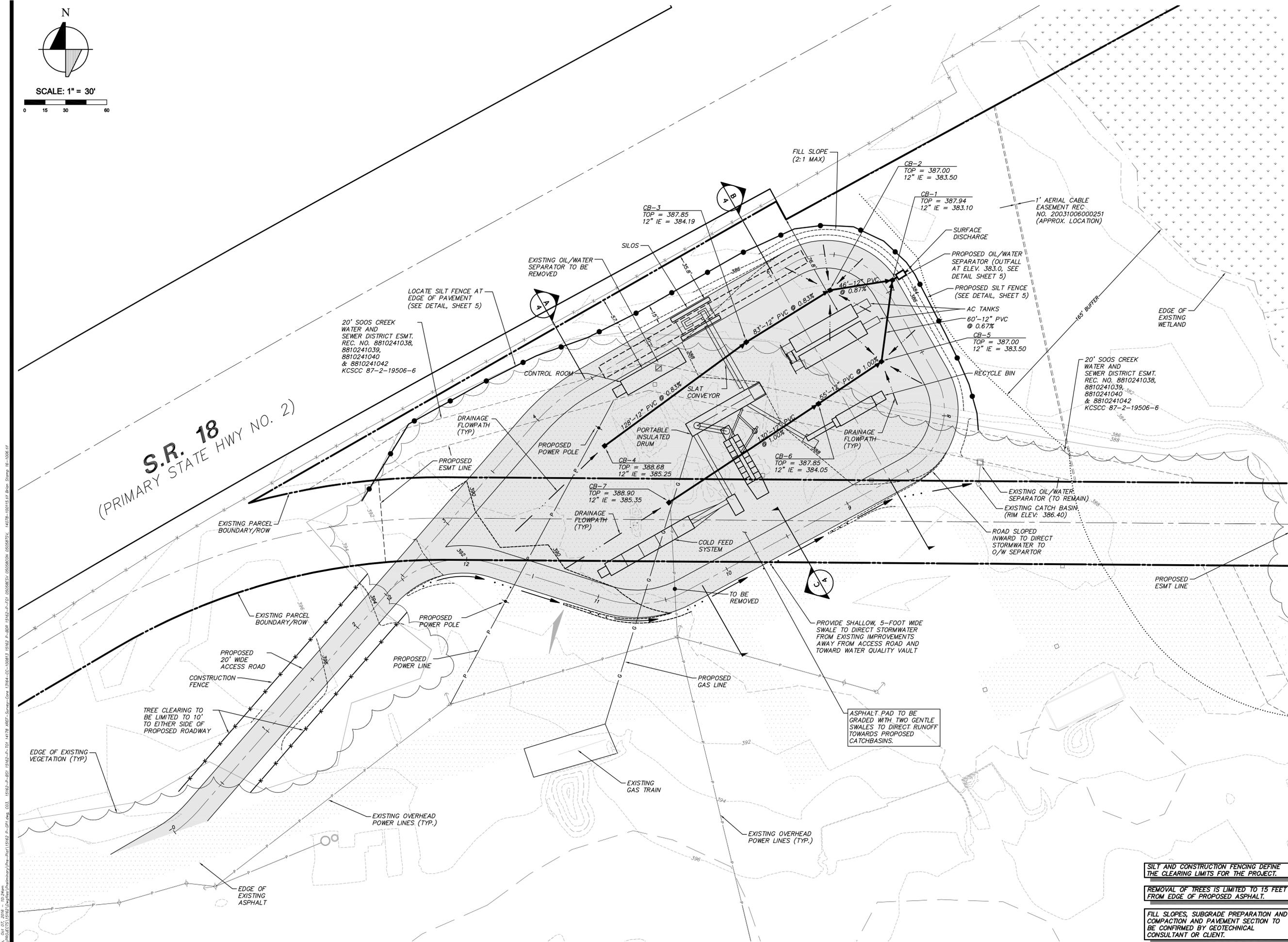
BRIAN K. HANSEN, PE
PROJECT MANAGER
MARK S. HARRISON, PLS
PROJECT SURVEYOR
BRIAN K. HANSEN, PE
PROJECT ENGINEER

PROJECT LANDSCAPE ARCHITECT
FIRST SUBMITTAL DATE:
SCALE: HORIZ: 1" = 30' VERT:



STAMP NOT VALID
UNLESS SIGNED AND DATED

JOB NO. 15-162
SHEET NO. 3 OF 6



SILT AND CONSTRUCTION FENCING DEFINE THE CLEARING LIMITS FOR THE PROJECT.
REMOVAL OF TREES IS LIMITED TO 15 FEET FROM EDGE OF PROPOSED ASPHALT.
FILL SLOPES, SUBGRADE PREPARATION AND COMPACTION AND PAVEMENT SECTION TO BE CONFIRMED BY GEOTECHNICAL CONSULTANT OR CLIENT.

Salina Lyons

From: Karen Deal <Karen.Deal@lakesideindustries.com>
Sent: Monday, October 3, 2016 9:53 AM
To: Salina Lyons
Cc: Ann Mueller; Richard Hart
Subject: RE: Lakeside Asphalt Plant- Hawk Property

Hi Salina,

Thank you for the update. Yes, we understood that there would be a sunset clause for non-conforming uses. Thank you for providing me with the associated details.

Sincerely,
Karen

From: Salina Lyons [mailto:slyons@covingtonwa.gov]
Sent: Monday, October 3, 2016 9:48 AM
To: Karen Deal
Cc: Ann Mueller; Richard Hart
Subject: Lakeside Asphalt Plant- Hawk Property

Karen

As you know the city is working with Oakpointe on the development of the Hawk Property (aka Lakepointe). The next step is for Oakpointe to submit a rezone of the Hawk property from Mineral (M) to the zoning designations in the Planned Action Ordinance. The site where you are currently operating and will be operating will change from Mineral to Regional Commercial Mixed Use (RCMU); therefore, your use will become legally non-conforming.

The city will also be updating the zoning code to include a sunset clause requiring that any non-conforming uses will need to be removed from the site by 2021, with a possibility for an extension pursuant to conditions. It has been understood that all parties involved know that this site is not intended to be a long term location for Lakeside, and I suspect this information won't come as a surprise.

As we are getting closer to issuing the permit for this project, I want to make sure you are looped into the discussions with Oakpointe regarding the operation of your business on the Hawk site.

Salina Lyons, AICP

Principal Planner | City of Covington

Direct: 253-480-2442 | Main: 253-480-2400

slyons@covingtonwa.gov

www.covingtonwa.gov | www.facebook.com/cityofcovington

Hours M-Th 7:00AM - 5:30PM - Department is Closed Fridays, Weekends & Holidays.

I check email twice daily at 9:00 AM and 2:00 PM Monday-Thursday. I respond to urgent email at those times and endeavor to respond to all other email within 24 hours during my office hours.

Consent Agenda Item C-5

Covington City Council Meeting

Date: October 25, 2016

SUBJECT: CONSIDER ORDINANCE AMENDING PORTIONS OF CHAPTERS 16.10, 14.30, AND 14.45 OF THE COVINGTON MUNICIPAL CODE (CMC), RELATING TO THE STATE ENVIRONMENTAL POLICY ACT (SEPA) POLICIES AND PROCEDURES FOR PERMITS AND APPEALS.

RECOMMENDED BY: Planning Commission

ATTACHMENT(S):

1. Proposed Ordinance Amending CMC Titles 14 and 16

PREPARED BY: Ann Mueller, Senior Planner,
Richard Hart, Director of Community Development

EXPLANATION:

A. Summary of Proposed Amendments

Chapter 16.10 of the Covington Municipal Code (CMC), State Environmental Policy Act, contains the city's SEPA procedures and policies, which are consistent with the requirements of the State Environmental Policy Act (SEPA) under RCW 43.21C and implementing rules under the Washington Administrative Code (WAC 197-11). However, city staff and our consultant, BERK, have identified some procedures for the review and appeal of environmental determinations that could be better defined for clarity. Additionally, staff is proposing amendments to Chapter 14.30 CMC, Permit Decision Types, related to the timing of EIS review by the planning commission for non-project actions, as well as corrections to out of date references to SEPA state laws and rules.

Specifically, as written, the CMC does not clearly state what items under SEPA can be appealed administratively. Accordingly, staff is recommending additional language relating to processing SEPA appeals in the case of legislative proposals (e.g. plans, codes, and area-wide rezones) that are considered by the planning commission with a final decision by the city council.

The following is a general summary of the proposed amendments to the CMC regarding SEPA review and processing, as included in the proposed attached ordinance (Attachment 1):

1. Clarifications to SEPA appeal procedures for legislative matters.
 - Legislative matters are policy choices typically brought before the planning commission for recommendation and always subject to city council decisions for action or no action.
 - Currently, city code indicates that appeals should be heard by the decision-making body on the action. Therefore, the city council would hear SEPA appeals associated with legislative actions.

- Typically, the underlying action would need to be appealed in addition to the SEPA determination. This is problematic since the city council would have to make its decision first and then be the body to hear an appeal.
 - In any case, city council decisions regarding the comprehensive plan or development regulations are appealable to the Growth Management Hearings Board, including associated SEPA determinations. This is stated appropriately in the CMC.
 - It is recommended that administrative appeal opportunities be retained for project permits but excluded for legislative matters since there are appeal opportunities to the Growth Management Hearings Board.
2. The proposed amendment will allow for Draft Environmental Impact Statements (Draft EIS) to go to the planning commission, instead of the Final EIS. This will allow the SEPA comment period to overlap the planning commission hearing process and offer the planning commission a greater role in shaping the preferred alternative to be included in a Final EIS. It will also create more flexibility in the overall legislative review schedule.
 3. WAC 197-11 rules are included by reference throughout the CMC. Several changes to SEPA (RCW 43.21C) in 2012 have not been carried forward into implementing rules in WAC 197-11; these SEPA law references should be included in the city's SEPA procedures to ensure that noticing and other technical procedures are followed. The proposed amendments also add references to relatively newer RCW provisions.
 4. Also included in the proposed amendments are several simple corrections to incorrect state statute citations.

B. Planning Commission Review and Decision Criteria

The planning commission considered the proposed amendments to CMC Title 14 and 16 at a public hearing on October 6, 2016. There was no public comment or testimony given on these proposed amendments. The planning commission took final action and voted to forward a recommendation to the city council to approve the proposed amendments to Chapters 16.10, State Environmental Policy Act, 14.30 Permit Decision Types, and 14.45, Appeal Procedures, of the CMC.

The planning commission based its final recommendation on the following criteria (*in italics*) and associated findings:

(1) The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan.

Finding: The proposed amendments to portions of Chapters 16.10, 14.30, and 14.45 of the CMC are consistent with the goals, objectives, and policies of Covington's comprehensive plan.

(2) The proposed amendment is consistent with the scope and purpose of the City's zoning ordinances and the description and purpose of the zone classification applied for.

Finding: The proposed amendments to portions of Chapters 16.10, 14.30, and 14.45 of the CMC are not-site specific and apply across all zones of the city.

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

Finding: N/A. The proposed amendments to portions of Chapters 16.10, 14.30, and 14.45 of the CMC will not affect the current zoning map or zoning district designations.

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

Finding: N/A. The proposed amendments to portions of Chapters 16.10, 14.30, and 14.45 of the CMC do not affect the existing zoning of land in the City of Covington.

(5) The property that is the subject of the amendment is suited for the uses allowed in the proposed zoning classification.

Finding: N/A. The proposed amendments to portions of Chapters 16.10, 14.30, and 14.45 of the CMC are not site-specific.

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

Finding: The proposed amendments to portions of Chapters 16.10, 14.30, and 14.45 of the CMC have not been proposed or subject to review by the city in the past three years.

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

Finding: N/A. The proposed amendments to portions of Chapters 16.10, 14.30, and 14.45 of the CMC will not change the zoning of any property in the city and will not create any increased demand for public services.

C. Public Notice

A 60-day notice of the proposed change to the Covington Municipal Code was sent to the Washington State Department of Commerce on August 9, 2016. On September 16, 2016, public notice of the proposed code amendments, the date of the planning commission public hearing, and the date of the city council's consideration of the planning commission's recommendation was published in the Covington Reporter, placed on the city website, and posted at City Hall.

D. Council Consideration and Action

At tonight's city council meeting, council members will review, discuss, and consider the planning commission's recommendation and proposed amendments to portions of Chapters

16.10, 14.30, and 14.45 of the CMC. The council may approve and adopt the amendments as provided in the presented ordinance (Attachment 1), modify the commission's recommendation, or refer the regulations back to the commission and staff for further study.

ALTERNATIVES:

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

FISCAL IMPACT:

None, outside of the minimal staff time to administer and enforce the regulations after adoption.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an ordinance, in substantial form as presented, to amend portions of Chapters 16.10, 14.30, and 14.45 of the Covington Municipal Code relating to SEPA rules, permit decision types, and appeal procedures.

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

ATTACHMENT 1

ORDINANCE NO. 17-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AMENDING SELECT SECTIONS OF CHAPTERS 16.10, 14.30, AND 14.45 OF THE COVINGTON MUNICIPAL CODE, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT POLICIES AND PROCEDURES FOR PERMITS AND APPEALS; PROVIDING FOR CORRECTIONS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 35A.63 of the Revised Code of Washington (RCW) empowers the City of Covington (“City”) to enact planning and environmental regulations, including State Environmental Policy Act (SEPA) rules and policies and procedure for permits and appeals; and

WHEREAS, amending portions of Chapters, 16.10, State Environmental Policy Act Rules; 14.30, Permit Decision Types; and 14.45, Appeal Procedures, of the Covington Municipal Code (CMC) is necessary to resolve inconsistencies within the CMC and to clean up inconsistencies and outdated provisions from the King County Code originally adopted upon incorporation of the City; and

WHEREAS, City staff transmitted the proposed amendments to Chapters 16.10, 14.30, and 14.45 of the CMC to the Washington State Department of Commerce on August 9, 2016, as required under RCW 36.70A.106, and has received no comments from state agencies; and

WHEREAS, on October 6, 2016, the Covington Planning Commission held a duly noticed public hearing and considered and reviewed the proposed amendments to Chapters 16.10, 14.30, and 14.45 of the CMC and forwarded a recommendation to the city council on October 25, 2016, to approve the proposed amendments; and

WHEREAS, the proposed amendments to Chapters 16.10, 14.30, and 14.45 of the CMC are consistent with the goals, objectives, and policies of the City’s comprehensive plan; and

WHEREAS, the proposed amendments to Chapters 16.10, 14.30, and 14.45 of the CMC serve; and

WHEREAS, the City Council of the City of Covington, upon review of the facts, findings, and recommendations of the Covington Planning Commission, and after reviewing information provided by City staff, find that all applicable and substantive requirements of the law have been met, that the adoption of this ordinance promotes the public health, safety, and general welfare of the community, and that the adoption of this ordinance serves the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DOES 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. CMC Section 16.10.070 Amended. Covington Municipal Code Section 16.10.070 is hereby amended as follows:

16.10.070 Additional timing considerations.

(1) For nonexempt proposals, the determination of nonsignificance or in the case where an EIS has been required, a final environmental impact statement (FEIS) for the proposal will accompany the staff recommendation, if any, in a quasi-judicial proceeding on a non-exempt application by the Hearing Examiner.

(2) For nonexempt legislative proposals, the DNS or draft EIS or other threshold determination and SEPA environmental documentation for the proposal shall accompany the City’s staff recommendation to the appropriate advisory body, such as the Planning Commission.

Section 3. CMC Section 16.10.090 Amended. Covington Municipal Code Section 16.10.090 is hereby amended as follows:

16.10.090 Categorical exemptions (flexible thresholds).

(1) The City establishes the following exempt levels for minor new construction under WAC 197-11-800(1)(bc) and (d) based on local conditions:

(a) The construction or location of any single-family residential structures of nine or fewer dwelling units;

(b) The construction or location of any multifamily residential structures of 60 or fewer units located within the mixed housing/office (MHO), mixed commercial (MC), and general commercial (GC) downtown zoning districts and the R-18 multifamily zone;

(c) The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering

30,000 square feet, and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots;

(d) The construction of an office, school, commercial, recreational, service or storage building with 12,000 square feet of gross floor area, and with associated parking facilities designated for 40 automobiles;

(e) The construction of a parking lot designated for 40 automobiles;

(f) Any landfill or excavation of 500 cubic yards throughout the total lifetime of the fill or excavation; and any fill or excavation classified as a Class I, II, or III forest practice under RCW 76.09.050 or regulations thereunder; provided, that the categorical exemption threshold shall be 250 cubic yards for any fill or excavation that occurs on a site that contains critical areas as defined in Chapter 18.65 CMC and the Shoreline Master Program, as amended.

(2) The City adopts the following provisions of the Revised Code of Washington by reference, as now existing or as hereafter amended regarding exemptions for nonproject proposals:

<u>RCW</u>	<u>Nonproject actions exempt from</u>
<u>43.21C.450</u>	<u>requirements of chapter.</u>

(32) Whenever the City establishes new exempt levels under this section, it will send them to the Department of Ecology, Headquarters Office, Olympia, Washington 98504, pursuant to WAC 197-11-800(1)(c).

Section 4. CMC Subsection 16.10.110(1) Amended. Covington Municipal Code Subsection 16.10.110(1) is hereby amended as follows:

16.10.110 Environmental checklist.

(1) Except as provided in subsection (4) of this section, a completed environmental checklist, in the form provided in WAC 197-11-~~906~~ 960, must be filed at the same time as an application for a permit, license or other approval not exempted in this chapter; except, a checklist is not needed if the City and applicant agree an EIS is required, SEPA compliance has been completed, or SEPA compliance has been initiated by another agency. The City will use the environmental checklist to

determine the lead agency and, if the lead agency, for making the threshold determination.

Section 5. CMC Section 16.10.130 Amended. Covington Municipal Code Section 16.10.130 is hereby amended as follows:

16.10.130 Environmental impact statement (EIS).

(1) This section contains the rules for preparing environmental impact statements. The City adopts the following provisions of the Washington Administrative Code by reference, as now existing or as hereafter amended:

WAC

- 197-11-400 Purpose of EIS
- 197-11-402 General requirements
- 197-11-405 EIS types
- 197-11-406 EIS timing
- 197-11-408 Scoping
- 197-11-410 Expanded scoping
- 197-11-420 EIS preparation
- 197-11-425 Style and size
- 197-11-430 Format
- 197-11-435 Cover letter or memo
- 197-11-440 EIS contents
- 197-11-442 Contents of EIS on nonproject proposals
- 197-11-443 EIS contents when prior nonproject EIS
- 197-11-444 Elements of the environment
- 197-11-448 Relationship of EIS to other considerations
- 197-11-450 Cost-benefit analysis
- 197-11-455 Issuance of DEIS
- 197-11-460 Issuance of FEIS

(2) Regarding the preparation of an EIS in support of a Planned Action, the City adopts the following provisions of the Revised Code of Washington and Washington Administrative Code by reference, as now existing or as hereafter amended:

RCW
43.21C.440

Planned action—Defined—Authority of a county, city, or town—Community meetings.

WAC 197-11-164

Planned actions—Definition and criteria.

WAC 197-11-168 Ordinances or resolutions designating planned actions—Procedures for adoption.

WAC 197-11-172 Planned actions—Project review.

(3) The City adopts reference the following optional provisions for nonproject EIS preparation in the Revised Code of Washington. Unless specified in notices that the City is implementing these optional provisions, standard provisions in Subsection A or Subsection B shall apply.

RCW Comprehensive plans and development
43.21C.420 regulations—Optional elements—Nonproject
environmental impact statements—Subarea
plans—Transfer of development rights program—
Recovery of expenses.

RCW Recovery of expenses of nonproject environmental
43.21C.428 impact statements—Fees for subsequent
development.

Section 6. CMC Subsection 16.10.140(4) Amended. Covington Municipal Code Subsection 16.10.140(4) is hereby amended as follows:

16.10.140 Preparation of EIS (additional considerations).

...

(4) ~~The following additional elements are part of the environment for the purpose of EIS content~~ may optionally be addressed in an EIS to aid in decision-making at the direction of the SEPA Responsible Official, but do not add to the criteria for threshold determinations or perform any other function or purpose under this chapter consistent with WAC 197-11-448 and WAC 197-11-450:

- (a) Economy;
- (b) Social policy analysis;
- (c) Cost-benefit analysis.

Section 7. CMC Subsection 16.10.160(5) Amended. Covington Municipal Code Subsection 16.10.160(5) is hereby amended as follows:

16.10.160 Public notice.

...

(5) Public notice for projects that qualify as planned actions will be tied to the underlying permit as specified in WAC 197-11-172(3) and meet requirements for notices to tribes and agencies with jurisdiction as provided in RCW 43.21C.440 (3)(b).

Section 8. CMC Section 16.10.190 Amended. Covington Municipal Code Section 16.10.190 is hereby amended as follows:

16.10.190 SEPA and agency decisions.

(1) This section contains rules (and policies) for SEPA’s substantive authority, such as decisions to mitigate or reject proposals as a result of SEPA. This section also contains procedures for appealing SEPA determinations to agencies or the courts. The City adopts the following provisions of the Washington Administrative Code by reference, as now existing or as hereafter amended:

WAC

197-11-650	Purpose
197-11-655	Implementation
197-11-660	Substantive authority and mitigation
197-11-680	Appeals

(2) Administrative appeal procedures are addressed in CMC 16.10.210.

Section 9. CMC Subsection 16.10.200(4)(c) Amended. Covington Municipal Code Section 16.10.200(4)(c) is hereby amended as follows:

16.10.200 Substantive authority.

...

(4) The City designates and adopts the following policies as the basis for the City’s exercise of authority pursuant to this section:

...

(c) The City adopts by reference the policies and regulations in the following documents:

- (i) The City's ~~current~~ most recently adopted comprehensive plan, as amended;
- (ii) The City's zoning code (CMC Title 18), as amended;
- (iii) The City's subdivision code (CMC Title 17), as amended;
- (iv) The City's most recently adopted International Building Code, as amended;
- (v) The City's most recently adopted International Residential Code;
- (vi) The City's most recently adopted Uniform Plumbing Code, as amended;
- (vii) The City's most recently adopted International Mechanical Code, as amended;
- (viii) The City's most recently adopted International Fire Code, as amended;
- (ix) The City's most recently adopted International Existing Building Code;
- (x) The City's most recently adopted International Energy Conservation Code, as amended;
- (xi) The City's most recently adopted International Property Maintenance Code, as amended;
- (xii) The City's street, sidewalk, and bridges code (CMC Title 12), as amended;
- (xiii) The City's planning and development code (CMC Title 14), as amended;
- (xiv) The City's most recently adopted shoreline management code master program, as amended;
- (xv) The ~~City's water and sewer systems code~~ State Department of Health's Water System Planning Handbook, as amended;
- (xvi) The City's ~~surface water management code~~ stormwater manuals (CMC Title 13), as amended;
- (xvii) The City's current six-year transportation improvement program, as amended;
- (xviii) The City's current capital improvement program, as amended;
- ~~(xix) The current King County transportation needs report, as amended;~~
- ~~(xxix)~~ All other City-adopted land development ordinances and policies; and
- ~~(xxi)~~ The City's current Design and Construction Standards ~~and Specifications~~.

Section 10. CMC Section 16.10.210 Amended. Covington Municipal Code Section 16.10.210 is hereby amended as follows:

16.10.210 Appeals.

(1) The City establishes the following administrative appeal procedures under RCW 43.21C.075 and WAC 197-11-680:

(a) Project Permits: Any agency or person may appeal the City's procedural compliance with Chapter 197-11 WAC for issuance of the following (the appeal must be made to the Administrative Hearing Examiner within fourteen (14) days of the date of issuance. A decision involving a SEPA determination of nonsignificance which required public comments shall have the appeal period extended an additional seven (7) days:

- (i) A DNS;
- (ii) A DS; or
- (iii) A Final EIS.

(b) Legislative Proposals: There is no administrative appeal of a DNS, DS, or Final EIS adequacy associated with a legislative decision.

(42) Appeals of an environmental determination will be in the same manner as the project requiring the environmental determination.

(a) For any appeal under this section, the City will provide for a record that will consist of the following:

- (i) Findings and conclusions;
- (ii) Testimony under oath; and
- (iii) A taped or written transcript.

(b) The City may require the appellant to provide an electronic transcript.

(c) The procedural determination by the responsible official will carry substantial weight in any appeal proceeding.

(23) The City will give official notice under WAC 197-11-168(5) whenever it issues a permit or approval for which a statute or ordinance established a time limit for commencing judicial appeal.

Section 11. CMC Section 14.30.040 Amended. Section 14.30.040 of the Covington Municipal Code is hereby amended as follows:

14.30.040 Decision types. 1

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

	Binding Site Plan (17.30) Major Tree Removal (18.45) Stormwater Manuals Variance (13.25) Wireless Communication Facilities Collocations (18.70)		
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¹ If a conflict between this chart and the text of the CMC exists, the text of the CMC controls.

² When applications for shoreline permits are combined with other permits requiring Type 3 or 4 land use decisions, the Examiner, not the Director, makes the decision. All shoreline permits, including shoreline variances and conditional uses, are appealable to the State Shorelines Hearings Board and not to the Hearing Examiner.

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

⁴ Final subdivisions are submitted directly to the City Council for final decision without a recommendation by the Hearing Examiner.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Section 12. CMC Section 14.30.050 Amended. Section 14.30.050 of the Covington Municipal Code is hereby amended as follows:

14.30.050 Requirements by decision type.1

	Type 1	Type 2	Type 3	Type 4
Recommendation made by:	n/a	n/a	Director	Hearing Examiner
Final decision made by:	Director	Director	Hearing Examiner	City Council
Notice of permit application:	No	Yes	Yes	Yes
Notice of final decision:	No	Yes	Yes	Yes
Open record public hearing:	No	No	Yes, before the Hearing Examiner	Yes, before the Hearing Examiner
Closed record appeal hearing:	No	Yes, before the Hearing Examiner <u>regarding project proposals</u>	No	No
Judicial appeal:	King County Superior Court	King County Superior Court	King County Superior Court	King County Superior Court

Section 13. CMC Subsection 14.30.060(6) Amended. Subsection 14.30.060(6) of the Covington Municipal Code is hereby amended as follows:

14.30.060 Legislative actions.

...

(6) Appeals. The City Council’s final legislative decision may be appealed together with any SEPA final threshold determination by filing a petition with the Growth Management Hearings Board pursuant to the requirements set forth in RCW 36.70A.290, as currently adopted and hereafter amended from time to time.

Section 14. CMC Subsection 14.45.030(1) Amended. Subsection 14.45.030(1) of the Covington Municipal Code is hereby amended as follows:

14.45.030 Procedures.

(1) An administrative appeal of a Type 2, 3, or 4 project decision and of any environmental determination issued at the same time as the project decision shall be filed with the City Clerk within 14 days after the notice of the decision or after other notice that the decision has been made and is appealable. The appeal fee as set forth in the current fee resolution shall also be filed with the City within this time frame. The appeal period shall be extended for an additional seven days if public comment is allowed on a determination of nonsignificance issued as part of the appealable project permit decision.

Section 15. Savings. The enactment of this ordinance shall not affect any application, case, proceeding, appeal, or other matter currently pending administratively or judicially 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 16. 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 17. Corrections. Upon approval of the city attorney, the city clerk and/or code codifier is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 18. Effective Date. This ordinance shall be in full force and effect five (5) days after publication in the city's newspaper of record. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

**PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON,
WASHINGTON, at a regular meeting thereof on the 25th day of October, 2016, and signed
in authentication of its passage.**

Mayor Jeff Wagner

PUBLISHED: 10-28-2016
EFFECTIVE: 11-02-2016

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

Consent Agenda Item C-6

Covington City Council Meeting

Date: October 25, 2016

SUBJECT: CONSIDER PROPOSED ORDINANCE TO REPEAL CHAPTER 18.100 CMC, PROPERTY SPECIFIC DEVELOPMENT STANDARDS/SPECIAL OVERLAY DISTRICTS REGULATIONS.

RECOMMENDED BY: Planning Commission

ATTACHMENT(S):

1. Proposed Ordinance Repealing Chapter 18.100 CMC, Property Specific Development Standards/Special Overlay Districts

PREPARED BY: Ann Mueller, Senior Planner
Richard Hart, Director of Community Development

EXPLANATION:

A. Background

As the city council is aware, upon incorporation, the city adopted much of the King County Code (KCC) to serve as the Covington Municipal Code (CMC). These regulations are now out of date and, in some instances, reference non-applicable county zoning designations and standards that are not implemented by staff in the review of land use applications. City staff has also identified portions of the CMC that should have been previously repealed when the city adopted new regulations regarding the same subject matter.

B. Chapter 18.100 CMC Obsolete

The Planning Commission is forwarding a recommendation to repeal Chapter 18.100 CMC in its entirety, as it is an unnecessary and obsolete code provision remaining from the city's initial adoption of the KCC. The city's comprehensive plan does not identify the need for special property-specific development standards or overlay districts to implement land use policies or environmental regulations. Additionally, the regulatory intent of Chapter 18.100 CMC is already captured by Chapter 18.68 CMC, Critical Area Regulations, and the city's Shoreline Master Program, which address groundwater, aquifer, erosion hazards, and urban stream protection; and Chapter 18.31 CMC, Downtown Development and Design Standards, which promotes economic development in the downtown zones.

C. Planning Commission Review and Decision Criteria

The planning commission considered the proposal to repeal to Chapter 18.100 CMC at a public hearing on October 6, 2016. There was no public comment or testimony given on the proposed repeal. The planning commission took final action and voted to forward a recommendation to the

city council to approve the proposal to repeal Chapter 18.100 CMC, Property Specific Development Standards/Special Overlay Districts.

The planning commission based its final recommendation on the following criteria (*in italics*) and associated findings:

(1) The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan.

Finding: The proposed ordinance to repeal Chapter 18.100 CMC, Property Specific Development Standards/Special Overlay Districts, is consistent with the goals, objectives, and policies of Covington's comprehensive plan.

(2) The proposed amendment is consistent with the scope and purpose of the City's zoning ordinances and the description and purpose of the zone classification applied for.

Finding: The proposed ordinance is not site-specific and is a legislative change that applies across all zones of the city. The ordinance is consistent with the existing zoning code, and more recent standards have been previously adopted to ensure that critical areas are protected and economic development opportunities in the downtown zones are promoted.

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

Finding: N/A. The proposed ordinance will not affect the current zoning map or zoning district designations. There are no overlay districts or property specific zoning in use in the City of Covington.

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

Finding: N/A. The proposed ordinance does not affect the existing zoning of land in the City of Covington.

(5) The property that is the subject of the amendment is suited for the uses allowed in the proposed zoning classification.

Finding: N/A. The proposed ordinance is not site-specific.

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

Finding: An ordinance to repeal Chapter 18.100 CMC, Property Specific Development Standards/Special Overlay Districts, has not been proposed or been subject to review by the city in the past three years.

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

Finding: N/A. The proposed ordinance will not change the zoning of any property in the city and will not create any increased demand for public services.

D. Public Notice

A 60-day notice of the proposed change to the Zoning Code was sent to the Washington State Department of Commerce on August 9, 2016. The city SEPA Official issued a DNS on August 26, 2016, with a 14-day comment period which ended on September 9, 2016 – no comments were received on the SEPA determination. On September 16, 2016, public notice of this proposed code amendment, the date of the public hearing held by the planning commission, and the date of the city council’s consideration of the planning commission’s recommendation was published in the Covington Reporter, placed on the city website, and posted at City Hall.

E. Council Consideration and Action

At tonight’s city council meeting, council members will review, discuss, and consider the planning commission’s findings and recommendation to repeal Chapter 18.100 CMC. The council may approve and pass the proposed ordinance to repeal Chapter 18.100 CMC, as presented in Attachment 1, modify the planning commission’s recommendation, or refer the matter back to the planning commission and staff for further study.

ALTERNATIVES:

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

FISCAL IMPACT:

None, outside of the minimal staff time to administer and enforce the regulations after adoption.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an ordinance, in substantial form as presented, to repeal Chapter 18.100 CMC, Property Specific Development Standards/Special Overlay Districts, in its entirety

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON REPEALING CHAPTER 18.100 OF THE COVINGTON MUNICIPAL CODE (CMC) RELATING TO PROPERTY SPECIFIC DEVELOPMENT STANDARDS AND SPECIAL OVERLAY DISTRICTS; PROVIDING FOR CORRECTIONS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 35A.63 of the Revised Code of Washington (RCW) empowers the City of Covington (the “City”) to enact planning and environmental regulations; and

WHEREAS, the city council finds that Chapter 18.100 CMC, Property Specific Development Standards/Special Overlay Districts, is an unnecessary and obsolete provision from the originally adopted King County Code (KCC) adopted upon incorporation of the city; and

WHEREAS, the city council further finds that the city’s comprehensive plan does not identify the need for special property-specific development standards or overlay districts to implement land use policies or environmental regulations and that the regulatory intent of Chapter 18.100 CMC is already captured by Chapter 18.68 CMC, Critical Area Regulations, and the city’s Shoreline Master Program, which address groundwater, aquifer, erosion hazards, and urban stream protection; and Chapter 18.31 CMC, Downtown Development and Design Standards, which promotes economic development in the downtown zones; and

WHEREAS, the city council finds that repealing Chapter 18.100 CMC in its entirety is necessary to resolve inconsistencies within the CMC; and

WHEREAS, city staff transmitted the proposal to repeal Chapter 18.100 CMC regulations to the Washington State Department of Commerce on August 9, 2016, as required under RCW 36.70A.106, and has received no comments from state agencies; and

WHEREAS, the city’s SEPA Official conducted a SEPA review and issued a Determination of Non-Significance on September 9, 2016, for the proposed repeal of Chapter 18.100 CMC; and

WHEREAS, on October 6, 2016, the planning commission held a duly noticed public hearing, considered the proposal to repeal Chapter 18.100 CMC, and forwarded a recommendation for approval to repeal to the city council on October 25, 2016; and

WHEREAS, the city council finds that the proposed repeal of Chapter 18.100 CMC is consistent with the goals, objectives, and policies of the city’s comprehensive plan; and

WHEREAS, the city council, upon review of the facts, findings, and recommendations of the planning commission, and after reviewing information provided by city staff, find that all applicable and substantive requirements of the law have been met, that the adoption of this ordinance promotes the public health, safety, and general welfare of the community, and that the adoption of this ordinance serves the public interest.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON,
KING COUNTY, WASHINGTON, DOES 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. Chapter 18.100 CMC Repealed. Chapter 18.100 CMC is hereby repealed in its entirety.

Section 3. Savings. The enactment of this ordinance shall not affect any application, case, proceeding, appeal, or other matter currently pending administratively or judicially 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 4. 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 5. Corrections. Upon approval of the city attorney, the city clerk and/or code codifier is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 6. Effective Date. This ordinance shall be in full force and effect five (5) days after publication in the city’s newspaper of record. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

**PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON,
WASHINGTON, at a regular meeting thereof on the 25th day of October, 2016, and signed
in authentication of its passage.**

Mayor Jeff Wagner

PUBLISHED: 10-28-2016

EFFECTIVE: 11-2-2016

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

Consent Agenda Item C-7

Covington City Council Meeting

Date: October 25, 2016

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

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):

1. Funding Board Project Agreement, #14-1537D, Covington Community Park – Phase 2

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

In 2014 the City Council authorized staff to apply for grants to fund the design and construction of Phase 2 of Covington Community Park (CCP). The applications to the Washington State Recreation and Conservation Office (RCO) in the Washington Wildlife and Recreation Program (WWRP), and Land and Water Conservation Fund (LWCF) were funded by the state legislature. Approving this motion authorizes the city manager to sign the proposed project agreement (Attachment 1), thus providing \$1,000,000 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 infrastructure 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 the end of 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. These grants are 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 and LWCF grant is \$1,000,000. The total project cost listed in the grant contract is \$3,545,100, but does not account for a Washington Department of Commerce grant that has been approved for this project following the submittal of the WWRP and LWCF grant applications. The current total project cost is \$8,354,000. City funds of \$354,000 from the general fund are 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.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to sign the RCO Funding Board 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: 14-1537D

Project Title: Covington Community Park - Phase 2

Approval Date: 6/6/2016

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and 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 General Fund - Federal and 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 develop Phase 2 of a community park on approximately 4.5 acres at Covington Community Park. The 30-acre park is located on the corner of SE 240th Street and 180th Avenue SE, approximately 1.5 miles north of Hwy 18 in Covington, King County, Washington. This project will allow the City of Covington to provide passive and active recreation and outdoor educational opportunities by developing an outdoor stage and grass seating area, trail, picnic shelters, a tennis court and outdoor fitness equipment, and parking. The primary recreation opportunity provided by the project is passive and active recreation and outdoor education.

D. PERIOD OF PERFORMANCE

The period of performance begins on October 15, 2016 (project start date) and ends on February 28, 2018 (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 WAC Titles 286, 420; or RCFB and/or SRFB 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, renovation and restoration 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 provided by the funding board for this project shall not exceed \$1,000,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board'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
RCFB - Land and Water Conservation	14.10%	\$500,000.00	Federal
RCFB - RRG Local Parks	14.10%	\$500,000.00	State
Project Sponsor	71.79%	\$2,545,100.00	
Total Project Cost	100.00%	\$3,545,100.00	

G. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through the following federal funding source(s):

Federal Agency: US Dept of Interior
 Catalog of Federal Domestic Assistance Number and Name: 15.916 - Land & Water Conservation
 Federal Award Identification Number: P16AP00110

Federal Fiscal Year: 2016
Federal Award Date: 05/27/2016
Total Federal Award: \$500,000
Federal Award Project Description: Covington Community Park - Phase 2

If federal funding information is included in this section, this Agreement is funded by a federal subaward from a portion of the total federal award. This funding is not research and development (R & D).

If the sponsor's total federal expenditures are \$750,000 or more during the sponsor's fiscal-year, the sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F - Audit Requirements, Section 500 (2013). The sponsor must provide a copy of the final audit report to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

RCO may suspend all reimbursements if the sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any RCO Agreements with the sponsor if such noncompliance is not promptly cured.

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 43 C.F.R. Part 12, 2 C.F.R. Part 1402, RCW 79A.15, WAC 286 and RCW 79A.25, WAC 286 and RCFB and/or SRFB 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

1. 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. This project shall not proceed until the National Park Service (NPS) makes a determination that required processes for both the National Historic Preservation Act (NHPA) and the National Environmental Protection Act (NEPA) have been completed or the project may be terminated for cause. 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: Ethan Newton
Title: Parks & Recreation Director
Address: 16720 SE 271st St, Ste 100
Covington, WA 98042
Email: enewton@covingtonwa.gov

RCFB

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.

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Covington

Project Number: 14-1537D

Project Title: Covington Community Park - Phase 2

Approval Date: 6/6/2016

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 from the funding board.
- 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)).
- funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
- 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, RCO is the pass-through entity.
- 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 (RCFB projects only)** - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.
- planning (SRFB projects only)** - A project that results in a study, assessment, project design, or inventory.
- 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 on behalf of the funding board.

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 provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

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

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

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.

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 funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: 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 funding board 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 funding board 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 the 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 funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board 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 Chapters 41.06 or 28B RCW.

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 RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

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 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 funding board. 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 funding board 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 funding board 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 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. 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

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board 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 funding board or director and incorporated by written amendment into this Agreement.
- C. 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 funding board policy, 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.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

- E. 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 funding board 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 per WAC 286-13 and/or 420-12. 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. 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. 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.
- C. 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.
- D. 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; and
 8. Fiscal transactions are complete.
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. 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.
- F. 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. See WAC 420-12.

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, 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).

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. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. 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 with funding board grants 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.
 - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. 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 the funding board grant;
 - 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.
- D. 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 general procedure and criteria for selection; and
 - 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.
1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
 2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

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. Except RTP, 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.
- D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to 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 funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

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

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 funding board 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 project 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 funding board 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 funding board or 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 funding board 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. See WAC 420-12 or 286-13. 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, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 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.
- 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 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

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, 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 funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

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 funding board 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 FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. **Cost Principles/Indirect Costs for State Agencies.** Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (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.
- B. **Audit Requirements.** Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all-federal funding from all sources. The sponsor shall forward a copy of the audit along with the recipient's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/facweb/>.
- C. **Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. 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." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. **Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. **Drug Free Workplace Certification.** Sub-recipient (sponsor) shall 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 recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. **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 the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. **Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following 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."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. **Lobbying.** The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. 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 sponsor who makes a prohibited expenditure under 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.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, 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.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE
Purchased Services 10% MBE 4% WBE
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
 2. \$3,000 or more is included for supplies; or
 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance 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 Attachment in 2 CF.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
 Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
 Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, 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 Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA 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.
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. 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.
12. 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.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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 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 the 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 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 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 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA 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 - EPA.

- A. DUNS and CCR Requirements
 1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
 2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. 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.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

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

- A. Federal Finance Report (FFR). Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. Reimbursement Limitation. If the sponsor expends more than the amount of federal funding 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 Sub-Recipient for costs incurred in excess of the approved budget.
- C. DUNS and CCR Requirements
 1. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 2. Requirement for Data Universal Numbering System (DUNS) numbers. If the sponsor is authorized to make subawards under this award, the sponsor:
 - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:
 - a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
 - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
 - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.
3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
 - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.
 - a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf
 - b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJL1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

SECTION 36. 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. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. 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 39. 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 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and 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 41. SPECIFIC PERFORMANCE

The funding board and 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 funding board or RCO shall be deemed exclusive. The funding board or 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 42. TERMINATION

The funding board and 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 funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or 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 funding board or 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 funding board or 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 funding board or 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 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, 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 funding board's chair.

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 either or both parties 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 44. 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 45. 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 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (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 a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding 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 47. 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.

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

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Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

- A. Applicable Federal Requirements

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The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this federally assisted project, including:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

2 CFR Parts 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;

2 CFR Part 180 & 1400, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, New Restrictions on Lobbying;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, Reporting Subawards and Executive Compensation

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin at the date specified on the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period, unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and

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regulations.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. It is national policy to award a fair share of contracts to small and women- and minority-owned firms. The Department of the Interior and the National Park Service are strongly committed to the objectives of this policy and encourage all grant recipients to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible. In accordance with Executive Orders 11625, 12138, and 12432, recipients shall take the following steps to further this policy:
 - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

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- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. If applicable, the State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the applicable provisions of 2 CFR 200.
2. No grant or contract may be awarded by any grantee, subgrantee, or contractor of any grantee or subgrantee, to any party that has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. All Recipient financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall

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cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with 31 USC 1352, the State certifies, as follows:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (2 CFR Parts 182 & 1401), the State certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

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(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

I. Civil Rights Assurance (Ref: DI-1350)

*The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 *et seq.*), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.*

THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

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The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

L. Audit Requirements.

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- 1) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
- 2) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- 3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

M. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- 1) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- 2) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 3) The Award Recipient shall insert the substance of this clause, including this paragraph (3), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

N. Reporting Subawards and Executive Compensation

- a) Reporting of first-tier sub-awards.
 1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph E. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a)1. of this award term to <http://www.frs.gov>.
 - ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.frs.gov> specify.
- b) Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;

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- ii. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
- i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year

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(i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d) Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.

e) Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

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- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

O. Conflict of Interest

- 1) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- 2) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- 3) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

P. Reporting of Matters Related to Recipient Integrity and Performance (Note: Applicable only to grants where the LWCF share is \$500,000 or greater)

1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2) Proceedings You Must Report

Submit the information required about each proceeding that:

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- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five year period; and
- c) Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

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Eligible Scope Activities

Project Sponsor: City of Covington	Project Number: 14-1537
Project Title: Covington Community Park - Phase 2	Project Type: Development
Program: Land and Water Conservation	Approval: 6/6/2016

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:	0 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.

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, Groundcover, 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:	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

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, Water meter, Water service
connection

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)

*10% of MACC in consideration of
possible on-mitigation design work.*

Milestone Report By Project

Project Number: 14-1537 D
Project Name: Covington Community Park - Phase 2
Sponsor: Covington City of
Project Manager: Karen Edwards

X	!	Milestone	Target Date	Comments/Description
X		Applied for Permits	09/30/2016	
X		Design Initiated	10/01/2016	
		Project Start	10/15/2016	
		60% Plans to RCO	11/15/2016	
	!	Progress Report Submitted	12/31/2016	
		All Bid Docs/Plans to RCO	12/31/2016	
	!	Special Conditions Met	03/01/2017	Evidence of compliance with section 106 of the Historic Preservation Act and the National Environmental Policy Act.
		Bid Awarded/Contractor Hired	03/31/2017	
	!	Construction Started	05/01/2017	
		50% Construction Complete	07/30/2017	
	!	Annual Project Billing	07/31/2017	
		RCO Interim Inspection	08/15/2017	
		SEPA/NEPA Completed	10/31/2017	
		90% Construction Complete	10/31/2017	
		Funding Acknowl Sign Posted	10/31/2017	
		RCO Final Inspection	11/15/2017	
		Construction Complete	11/30/2017	
	!	Agreement End Date	02/28/2018	
		Final Billing to RCO	03/31/2018	
		Final Report in PRISM	04/01/2018	

X = Milestone Complete

! = Critical Milestone

Consent Agenda Item C-8

Covington City Council Meeting

Date: October 25, 2016

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE A COVINGTON WATER DISTRICT SYSTEM EXTENSION APPLICATION AND AGREEMENT FOR COVINGTON COMMUNITY PARK PHASE TWO WATER CONNECTIONS

RECOMMENDED BY: Ethan Newton, Parks & Recreation Director

ATTACHMENT(S):

1. Covington Water District System Extension Application and Agreement

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

The Covington Community Park (CCP) Phase 2 project is currently at the 90% design stage. The proposed water systems extension for CCP Phase 2 includes changes to the current water system to provide domestic water to the restrooms and concessions buildings, as well as, supply irrigation to several irrigation zones in the park. Covington Water District will not proceed with its review of the water system documents until the city enters into a system extension agreement. The system extension application and proposed agreement with Covington Water District is included as Attachment 1.

ALTERNATIVES:

1. Authorize the City Manager to execute the application and proposed agreement with Covington Water District at this time.
2. Do not authorize the City Manager to execute the application and proposed agreement with Covington Water District. This application and agreement is necessary to complete design work for CCP Phase 2. If the application and agreement is not approved, the city cannot proceed with project design and construction.

FISCAL IMPACT:

The total estimated fees for the water system extension is \$137,274, of which a deposit of \$11,400 must be paid with the submittal of the application and agreement.

This expense has been approved as part of the 2016 Budget and is part of the CCP Phase 2 total project budget of \$8,354,000. This project is funded by \$354,000 of city funds to be paid in two equal installments of \$177,000 in 2016 and 2017, \$7,500,000 of state funds, and \$500,000 of federal funds.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to sign the Covington Water District System Extension Application and Agreement for the Covington Community Park Phase 2 project in substantial form as that presented.

REVIEWED BY: Finance Director, City Attorney, City Manager

ATTACHMENT 1

COVINGTON WATER DISTRICT
SYSTEM EXTENSION APPLICATION AND AGREEMENT

DEVELOPMENT / PROJECT NAME: Covington Community Park

APPROXIMATE LOCATION: Property Description - SE 240th St & 180th Ave SE

KING COUNTY TAX IDENTIFICATION: 242205-9001 & 242205-9085

The undersigned (“Owner”) hereby makes application to the Covington Water District (the “District”) for authority to construct, and connect to the District’s water system, the watermains and all required appurtenances (the “extension”) to serve the above property.

In consideration of the District’s approval of this application, the Owner agrees to the following terms and conditions:

1. Construction. The extension will be constructed by the Owner to the District’s satisfaction in accordance with plans prepared by a licensed Professional Engineer designated or approved by the District; and in accordance with the District’s conditions, standards and specifications for construction (“Standard Specifications”). Receipt of a copy of said plans and Standard Specifications is acknowledged, and the same are hereby incorporated herein.

Individual Fire Sprinkler Systems shall be metered separately from domestic use meter. There will be an additional charge of a Meter Installation Fee for the fire service meter according to the District’s standard rates based on meter size and installation method.

Irrigation systems, Fire Sprinkler Systems and Non-Residential Accounts must be protected by a Department of Health approved backflow prevention assembly (BFPA) in accordance with WAC 246-290-490. These backflow prevention assemblies must be registered with the District and tested annually by a Certified Backflow Assembly Tester (BAT) with a copy of the test report sent to the District. Contact the District’s Cross Connection Specialist for more information.

A check valve will be installed at the water meter to prevent draining of plumbing when interruption of service for meter maintenance or other reasons occurs in the future. However, when this device is installed, plumbing becomes a closed system. As a result, safeguards must be taken to protect against pressure buildup in plumbing caused by thermal expansion from a hot water heater or boiler. At a minimum, a pressure temperature relief valve must be properly installed to prevent bodily injury and/or damage to the owner’s system. These devices shall be owned and maintained by the property owner.

Additional pressure limiting devices may be necessary to avoid pressure increases in excess of residential plumbing codes. Most hot water tanks have a pressure temperature relief valve. A pressure-reducing valve (PRV) is also required when the District’s system pressure is in excess of 80psi. The PRV is to be provided and maintained by the property owner. Where outside domestic water meters are used, a PRV may also be required per the Uniform Plumbing Code.

Hydrant Locking Mechanisms will be applied to all new hydrants installed in the District or placed in use during a project. Locks are specific to the District and to a particular hydrant. The District will obtain and install the locks at the developer’s or owner’s cost.

The signatory to the Meter Installation Application/Agreement is responsible for properly connecting the inside water use line from the meter to the appropriate respective customer facilities and satisfying a District inspection on same. In the event that the home is occupied and water service is being utilized prior to the connections satisfactorily passing the District's Meter Hookup Inspection, the signatory is responsible for immediate remedy of the connections in accordance with the District's requirements or water service will be locked.

2. Rights-of-Way. The extension will be installed in dedicated public roads and/or in easements acceptable to the District. Any easements required will be obtained, and clear title provided, by Owner and submitted prior to acceptance of system extension. Off-site easements or right-of-way shall be documented prior to construction of any facility included in the system extension.

3. Time Limit. Construction will be completed within one year from the date this application is approved by the District. If not so completed, the Owner must request an extension before the expiration date of the original Agreement, and demonstrate a reason justifiable to the District for the delay in completing the extension. The District will review the request and may extend the time limit accordingly. A total of 4 one-year time extensions may be requested for a maximum of a five-year time limit from the date of the system extension application and agreement. Failure to request a time extension before the one in force expires or expiration of the maximum five years allowed for system extension, will result in the termination of the SEA Agreement and forfeiture of the Performance Bond to the District.

In the event the System Extension Agreement expires or is terminated, all cost incurred by the District to date will be due and payable. If the System Extension Receivable Account balance exceeds the amount due, any excess will be refunded to the applicant.

4. Bonds. The District will require a performance bond to guarantee full completion of construction and final approval and acceptance of the watermain extension. The face amount of the bond shall be at least 150% of the District's estimate of the cost to complete the watermain extension and appurtenant work. In no case shall the bond be less than \$25,000.00.

Owner shall provide the District a maintenance bond warranting the contractor's work on completion and acceptance of construction. The maintenance bond is to be **20%** of the total cost of construction or **\$10,000.00**, whichever is greater, based on an estimated Bill of Sale value.

5. Liability Insurance. Owner, or Owner's contractor or agent, shall procure commercial general liability and automobile liability insurance on an occurrence basis against liability for injury to person or property resulting from the performance, supervision, or inspection of the work. The commercial general liability policy will contain an endorsement naming the District as an additional insured and an endorsement that specifically states the required general liability coverage shall be primary, and not contributory, with any other insurance maintained by the District. Proof of the existence of such insurance shall be provided to the District by original certificate of insurance and endorsement(s) in the form required by the District. The minimum limits of insurance coverage shall be as follows:

General Aggregate	\$2,000,000.00
Products / Completed Operations	\$2,000,000.00
Personal Injury	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Automobile Liability	\$2,000,000.00

The Owner's membership in the self-insured governmental risk pool Washington Cities Insurance Authority (WCIA) shall satisfy all conditions set forth in Section 5. The Owner, at the request of the District, will provide an Evidence of Coverage letter verifying coverage in the amounts required by the District.

6. Indemnity. The Owner shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Owner and the District, its officers, officials, employees, and volunteers, the Owner's liability hereunder shall be only to the extent of the Owner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Owner's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Protection of Work and Property. The Owner shall exercise due care to protect Property and the work addressed by this Agreement. The Owner shall be solely responsible for any loss or damage to property or the work herein occurring prior to the completion of and acceptance of the work by the District.

8. Safety. The Owner and Owner's Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours. The District's review of the work shall not and does not include review of the adequacy of the Contractor's safety measurement in, on, or near the construction site.

9. Connection Charges. All Connection Charges will be paid in full prior to placement of a meter for service, including the Meter Installation Fee.

By submitting this System Extension Application and Agreement, the Owner acknowledges that development activities are inherently risky endeavors and the Owner is voluntarily accepting the risk that the Owner may not be able to complete its project as planned, which may result in the loss of payments, as well as other costs and fees incurred in connection with the project.

All Connection Charges shall be paid prior to providing any water service or meter installation, including meters for individual fire sprinkler systems. Water for testing shall be metered and the meter locked "off" until final acceptance of the system extension. Water for testing of customer plumbing and/or fire sprinkler systems shall be allowed for a single period of 5 consecutive working days, after which the meter shall be locked until system extension acceptance by the Board of Commissioners.

10. Defective Work and Corrective Action. Work which is found by the District not to comply with the plans or Standard Specifications shall be remedied so as to comply therewith. The Owner shall correct or replace any defective work or material discovered by the District within two years after the work has been accepted by the District. Such correction or replacement shall commence within seven days from the time of Owner's receipt of notice from the District of defective work or materials and shall be completed promptly. If not so commenced, or in an emergency when damage may result from delay, such correction or replacement may be made by the District at the expense of the Owner. The Owner shall reimburse the District, upon demand, for any expense resulting from defects which appear within two years after acceptance of the Owner's work, including actual damages, cost of materials and labor expended by the District in making emergency repairs cost of engineering, inspection and supervision by the District or the Engineers, and attorney's fees and costs incurred by the District as a result thereof.

11. Acceptance of Project by District. A project must be formally accepted by Resolution of the Board of Commissioners before service is provided and the District assumes operation and maintenance responsibility. A minimum of the following items must be completed prior to formal District acceptance of a project and approval for meter installation:

A. Project Owner Responsibilities:

1. Make application for System Extension and pay necessary deposits. **It is the Owner's responsibility to request any applicable time extensions in writing prior to the expiration date.**
2. If the project owner will be requesting a latecomer's agreement, the request shall be made **prior to approval of application for system acceptance.**
3. Obtain any required federal, state or local construction permits.
4. Provide easements to District for watermains constructed outside of right-of-way.
5. Full payment of costs incurred by the District for design, inspection, administration, permits, annexation, etc.
6. Comply with all applicable laws and regulations whether federal, state or local.
7. Provide Performance Bond for all work including final paving and adjustment of district valves.
8. Provide Bill of Sale.
9. Provide assurance to District that System Extension is free of liens or encumbrances by proof of payment to contractor or other means satisfactory to District.
10. Provide 2-year Maintenance Bond.
11. Full payment of connection charges as applicable for any meter installations.
12. Provide District with a copy of the recorded CC&R's for the plat that have incorporated District's text regarding meters, water quality and conservation. An electronic copy will be provided upon request.
13. Request warranty inspection and release of Maintenance Bond at least 30 days prior to proposed expiration date.
14. All warranty work identified in the warranty inspection shall be complete prior to final release of the Maintenance Bond.

B. Owner's Contractor Responsibilities:

1. Provide submittals for approval by the District for materials to be incorporated in the work.
2. Schedule pre-construction conference with the District, to be held no more than two (2) weeks before work begins and materials are delivered to the site. The Owner or Owner's representative and engineer must attend this meeting also.
3. Diligently pursue the work during its progress and provide a competent supervisor who shall represent the Owner during the Owner's absence and to whom instruction may be given.
4. Construct improvements per approved design and specifications.
5. Promptly report to the District any error, inconsistency or omission which the supervisor may discover.
6. Provide satisfactory pressure tests.
7. Successfully pass water purity tests.
8. Clean-up and restore construction area and Right-of-Way to satisfaction of local jurisdiction.
9. Provide list of project materials and their costs to be entered upon a Bill of Sale.
10. Call for interim and final inspections.
11. **Assure that any subcontractor, engaged by a general contractor, must be licensed, bonded and registered with the State of Washington.**
12. Comply with all applicable laws and regulations whether federal, state or local.

C. District Responsibilities:

1. Provide watermain design review and approval of design submitted by Owner's engineer.
2. Obtain City/County/State Right-of-Way permits.
3. Inspect construction.
4. Monitor and confirm required testing.
5. Confirm City/County/State Department acceptance of work performed and restoration of public Right-of-Way.
6. Provide a warranty inspection and correction list upon request of the Owner for release of the Maintenance Bond.
7. Release Performance Bond when all improvements are complete and accepted by the Board of Commissioners.
8. Release Maintenance Bond following warranty period and performance of required maintenance work.

12. Application Fee and Deposit. The District's schedule of application fees and deposit is attached.

The Owner is required to maintain a credit balance at all times on the Owner's Receivable Account to cover all expenses incurred by the District. Monthly statements are sent to the Owner. The following is a calculation of deposits to assist in establishing an initial credit balance. The Owner's Receivable Account will be charged the current standard hourly rate specified by established rate tables for all District staff time incurred on this project plus a 26% Administrative Charge. Any out-of-pocket costs incurred by the District on the Owner's behalf will be charged a 15% Service Fee per transaction.

CALCULATION OF FEES, DEPOSITS AND INCREMENTAL PAYMENTS

<input checked="" type="checkbox"/>	<u>ADMINISTRATIVE SET UP- FLAT FEE</u>		\$ <u>1,200.00</u>
<input checked="" type="checkbox"/>	<u>ENGINEERING DEPOSIT</u>		
	a. Design _____ estimated lineal feet - \$2.50/LF (min. \$5,000.00)		\$ _____
	b. Plan Review <u>448</u> estimated lineal feet - \$2.50/LF (min. \$3,000.00)		\$ <u>3,000.00</u>
<input checked="" type="checkbox"/>	<u>INSPECTION DEPOSIT</u>		
	<u>RESIDENTIAL:</u>		
	999 LF & under	\$ 1,000.00	\$ _____
	1,000-2,000 LF	\$ 4,000.00	\$ _____
	2,001 LF & over	\$ 6,000.00	\$ _____
	 <u>COMMERCIAL/MULTI-FAMILY:</u>		
	999 LF & under	\$ 5,000.00	\$ <u>5,000.00</u>
	1,000 LF & over	\$10,000.00	\$ _____
<input checked="" type="checkbox"/>	<u>MAPPING FEE DEPOSIT</u>		
	1 - 4 lots	\$ 500.00	\$ _____
	5 - 50 lots	\$ 800.00	\$ _____
	51 - 100 lots	\$ 1,000.00	\$ _____
	101 lots & over	\$ 1,200.00	\$ _____
	Non-residential up to 2 acres	\$ 500.00	\$ _____
	Non-residential over 2 acres	\$ 750.00	\$ <u>750.00</u>
<input checked="" type="checkbox"/>	<u>PERMITS / PURITY TESTING / RECORDING OF LEGAL DOCUMENTS AND COURIER DEPOSIT</u>		\$ <u>250.00</u>
<input checked="" type="checkbox"/>	<u>MAIN CLEANING DEPOSIT</u>		\$ <u>400.00</u>
<input checked="" type="checkbox"/>	<u>MAINTENANCE BOND RELEASE INSPECTION - FLAT FEE</u>		\$ <u>800.00</u>
<input type="checkbox"/>	<u>OTHER</u>		\$ _____

DATED: _____, 20____ Receipt No. _____ **TOTAL DEPOSIT** \$11,400.00

Total Estimated Project Connection Charges \$137,274.00

Acceptance of this Application by the District constitutes a contract with the Applicant/Owner, the terms of which are contained within each paragraph of this Application and Agreement, the District's materials, construction and standard details specifications sheets, the extension improvement plans and design approved by the District Board of Commissioners and all other applicable District regulations including the District Administrative Code, and Washington law, including Chapter 57.22 RCW.

OWNER, _____, a ___ corporation, ___ limited liability company, ___ partnership, ___ joint venture, ___ sole proprietorship.

- NOTE:
1. If the Owner is a corporation, this Agreement must be executed by its duly authorized representative and the Owner hereby warrants same.
 2. If the Owner is a limited liability company, this Agreement must be executed by its duly authorized manager.
 3. If the Owner is a partnership, at least one of the general partners must sign this Agreement and indicate his/her capacity as such.
 4. If the Owner is not an individual, Attachment A must be completed and submitted to the District.

OWNER

By: _____

Printed Name: _____

Title: _____

Address: _____

Phone Number: (_____) _____

Date: _____

The Application of _____ (Owner) was approved and accepted by Covington Water District by the adoption of Resolution No. _____, approved by the Board of Commissioners on _____, 20____.

General Manager

“ATTACHMENT A”

I hereby certify that I am the authorized signatory for the Owner. Attached herewith is verification of my authority to sign on the behalf of the:

- Corporation
- Limited Liability Company
- Partnership
- Joint Venture
- Other Specify: _____

Name: _____

Print Name: _____

Agenda Item 1
Covington City Council Meeting
Date: October 25, 2016

SUBJECT: PRELIMINARY PUBLIC HEARING TO RECEIVE TESTIMONY FROM THE PUBLIC AND PRESENTATION FROM STAFF REGARDING 2017 REVENUE SOURCES AND POSSIBLE INCREASE IN PROPERTY TAX REVENUES

ATTACHMENT(S):

1. Description of 2017 Revenue Sources
2. Property Tax Worksheet

**COUNCILMEMBERS AND STAFF: PLEASE REMEMBER TO BRING YOUR
PRELIMINARY 2017 BUDGET WORKBOOK BINDERS TO THE MEETING.
THANK YOU!**

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

This public hearing is required under state law (RCW 84.55.120) to consider possible increases in property tax revenues and to review other revenue sources that support the City's general fund. The Finance Director will review the history of Covington's revenue collections, the current year's collections, and 2017's revenue projections.

This hearing, mandated by law, should focus on the City's revenue sources and potential adjustments to property tax revenues. The deadline for setting 2017 property tax levies for cities in King County is November 30, 2016.

It is the policy of the City to follow applicable laws as they relate to the budget process.

ALTERNATIVES:

N/A

FISCAL IMPACT:

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

NO COUNCIL ACTION REQUIRED AT THIS MEETING



DESCRIPTION OF 2017 REVENUE SOURCES

This summary describes each of the major revenue sources that appear in the 2017 budget by category. Budget amounts are based on the best available information at the time of budget preparation.

Beginning Fund Balance

All Funds

This is the estimate of funds remaining at the end of the previous budget year and available for use in the following budget year. This amount will fluctuate annually depending on the amount of reserves, under or over collection of revenues, and under or over expenditure of appropriations. Minimum fund balance availability is governed by City policy.

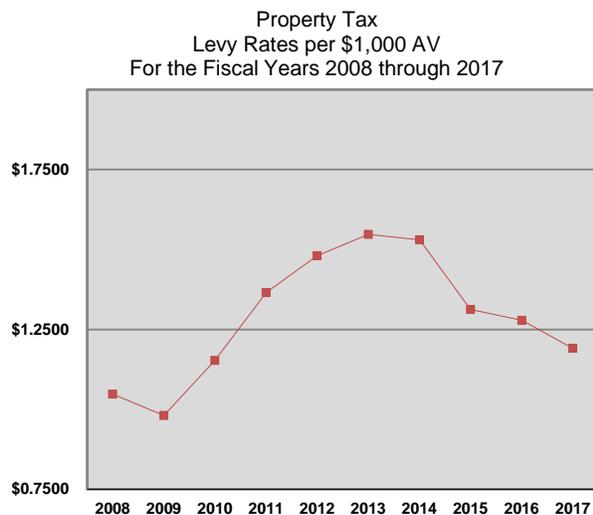
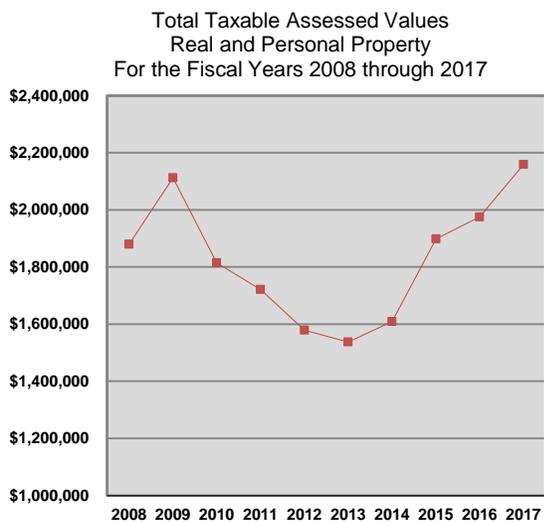
TAXES

Property Taxes

General Fund

Property taxes are one of the largest and most stable sources of revenue for the City. The City has budgeted, as state law limits allow, a levy increase of 101%. An increment for new construction is also added to this amount. The estimated levy for 2017 is \$2,626,707. The taxable assessed valuation (AV) is \$2,198,023,538 which includes \$54,587,897 in new construction. The estimated levy rate is \$1.19503/\$1,000 AV.

Total assessed value has increased 8.5% from 2016 to 2017.



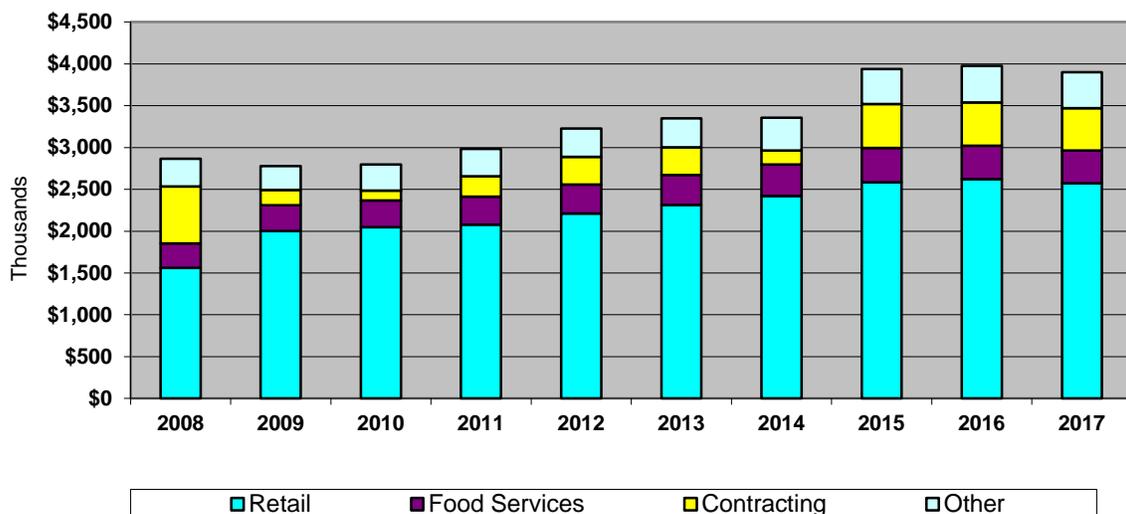
Sales Taxes

General Fund

Sales taxes are subject to fluctuation from year to year due to changes in the economy and the buying habits of consumers. Sales tax is distributed monthly to the City and is based on sales from two months previous. Revenues for 2017 are estimated at \$3,900,000 which is an increase of 6.4% from the 2016 budget. The total sales tax of 8.6% is distributed among public agencies as follows:

Sales Tax Distribution	
Agency	Tax Rate
State of Washington	6.500%
City of Covington Regular Rate	0.425%
City of Covington Optional Rate	0.500%
City of Covington Criminal Justice	0.001%
King County/METRO	0.900%
King County	0.075%
King County Criminal Justice Levy	0.099%
King County Mental Health	0.100%
Total Sales Tax Rate	<u>8.600%</u>

**Sales Tax by Classifications
For the Fiscal Years 2008 through 2017**



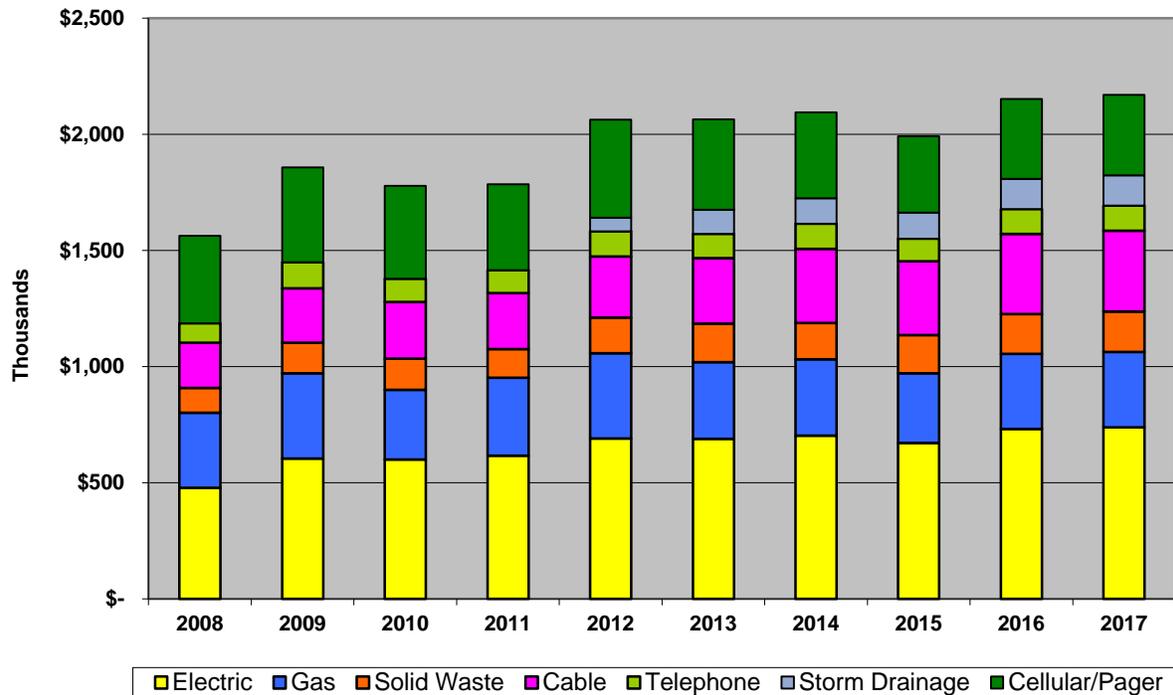
2008 - 2015 - Actuals 2016 - Estimated Actuals 2017 - Budget

Utility Taxes

General Fund

Utility taxes are imposed on utilities such as electricity, natural gas, solid waste, cable, telephones, storm drainage, and cellular phones. In 2016, the City increased the rate for solid waste, cable, and storm drainage to 8%, while electricity, natural gas, telephones, and cellular phones remain at 6%. The new rate took effect March 1, 2016. Revenues for 2017 are estimated at \$2,171,000.

Utility Tax by Classification
For the Fiscal Years 2008 Through 2017



2008 – 2015 Actuals 2016 - Estimated Actuals 2017 - Budget

Criminal Justice Sales Tax

General Fund

King County levies an optional 0.1% sales tax to support criminal justice programs, under authority granted by the State. This optional tax, collected by the State, is distributed as follows: 10% to the County, and the remainder to cities and towns on the basis of population. The 2017 estimate of \$468,000 is based on inflation and population growth. This tax is distributed monthly to cities.

Real Estate Excise Tax (REET)

Real Estate Excise Tax Funds

The real estate excise tax is levied on all sales of real estate. The state levies this tax at the rate of 1.28%. The City has also authorized a locally imposed tax of 0.5%, in two 0.25% increments, replacing that tax formerly levied by King County. Both increments must be spent for local capital improvements, identified under the capital facilities plan element of the City's Comprehensive Plan. The amount of tax collected depends totally upon real estate sales activity for residential and non-residential, including new construction and economic fluctuations. The 2017 estimates are based on estimated changes in real estate prices, new residential development increases,

and new non-residential development increases. Distribution occurs on the 10th of each month to cities in King County. The 2017 revenue estimate is \$500,000.

Transportation Benefit District Vehicle Fee

Street Fund

In 2016, the City adopted a \$20 vehicle license fee. The sole purpose of the funds are to provide, construct, and fund transportation improvements within the City. The fee took effect in May 2016. The 2017 revenue estimate is \$250,000.

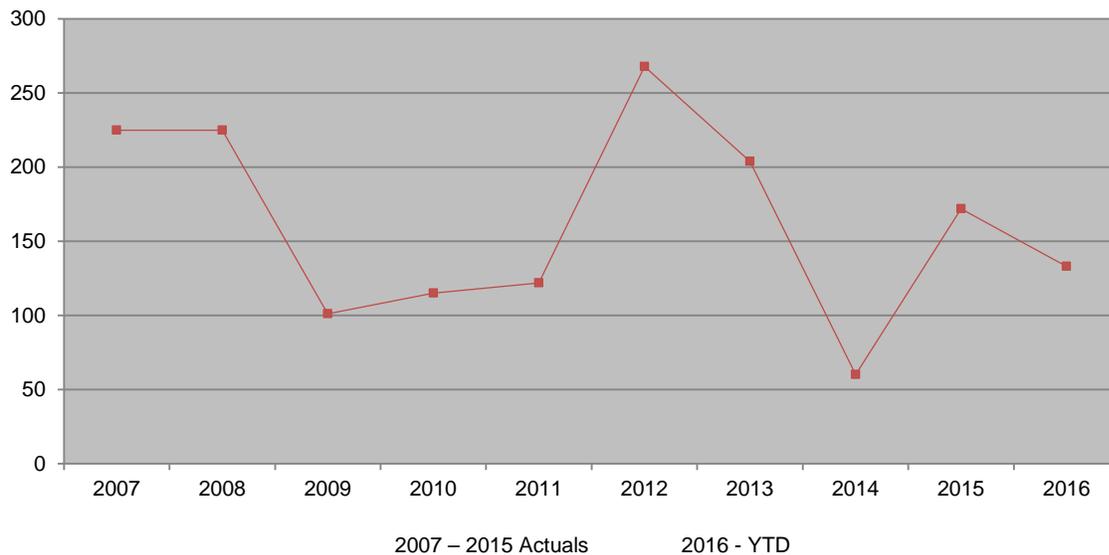
LICENSES AND PERMITS

Building, Permits, Misc.

Development Services Fund

Licenses and permit activities are user fees derived from various regulatory activities of the City. Building permit revenues are based on staff estimates and are applied to the Development Services Fund. In 2017, \$603,075 is estimated based on 40 new single family permits, anticipated commercial fees, and land use revenues. A fee of \$60 is collected for business licenses from those businesses that conduct activities within the City. This fee is collected annually and is also applied to the Development Services Fund. The 2017 revenue estimate for this license fee is \$90,000. For 2017, all other permits and licenses such as sign permits and peddler’s permits are estimated at \$6,800.

**Number of Building Permits Issued
For Fiscal Years 2007 Through 2016**



Cable TV Franchise

Street Fund

Cable TV franchise fees, which are applied to the Street Fund, are based on population growth. For 2017, the estimated fees are \$248,000.

Solid Waste Administration

General Fund

In 2013, the City entered into a contract with Republic Services. For 2017, the estimated revenue is \$77,810.

INTERGOVERNMENTAL/STATE SHARED REVENUE

Liquor Excise Tax

General Fund

The 2017 estimate of \$87,560 is based on the City's population and per capita estimates provided by Municipal Research Services Center. This money is distributed quarterly.

Liquor Board Profits

General Fund

The State is now collecting revenue in the form of license fees from distributors and retailers. A portion of these "liquor profits" come to the City. To be eligible to receive this revenue along with Liquor Excise Taxes, a city must devote at least 2% of its distribution to support an approved alcoholism or drug addiction program, as well as enhanced public safety programs. The 2017 estimate of \$158,440 is based on estimates provided by Municipal Research Services Center. This money is distributed quarterly beginning in March.

Motor Vehicle Fuel Tax

Street Fund

State law provides that the State-levied tax on gasoline be shared with cities and towns. Of the base tax amount of 23 cents per gallon, 6.92% is redistributed to cities and towns to be used for street maintenance as well as construction, improvement, chip sealing, seal coating, and repair of arterial highways and city streets. These funds will be deposited in the Street Fund and used for the described purposes. Estimates are based on the City's population and per capita estimates provided by Municipal Research Services Center. This tax is distributed on the last day of the month. For 2017, we are estimating \$408,000.

Criminal Justice Shared Revenues

General Fund

Municipal Criminal Justice Funding has shifted from application based to a per capita distribution. Estimates are based on the City's population and per capita estimates provided by Municipal Research Services Center. For 2017, we are estimating \$56,310.

Recycling Grants

General Fund

The City partners with King County and the State of Washington in an effort to encourage recycling. The City offers events in the spring and fall of every year. Costs for these events are reimbursed to the City through the grant process. For 2017, we estimate being awarded \$46,750.

CHARGES FOR SERVICES

Interfund Service Payments/Overhead

General Fund

These fees are collected from other funds within the City for their percentage of General Fund services that they require. There are two interfund payments - central services overhead and interfund service payments. Central services overhead is allocated to every fund excluding the General Fund based on the number of full-time equivalents. Each fund pays their proportional share of the Central Services Department which consists of things such as the building lease, office supplies, and IT. The central services overhead payments are a direct reduction to the City's Central Services Department base budget, therefore no revenue is recorded.

The interfund service payment is for each fund's share of the assistance they receive from the Executive, Finance, Legal, and Human Resource offices. The 2017 budget is estimated at \$809,221.

Land Use/Inspection/Engineering Fees

Development Services Fund

These fees are collected for services related to the issuance of permits for both residential and commercial aspects of construction or capital improvements, and for services related to the review of plans for compliance with aspects of the various codes. Fees are generally collected at a level estimated to recover the cost of the service. The 2017 budget for these fees is estimated at \$572,580.

Parks User Fees

General Fund

These fees are collected for services related to the Aquatic Center, Athletics, and Recreation programs. Athletics includes programs such as baseball, soccer, flag football, and volleyball. The 2017 revenues are estimated at \$832,188. In 2016, the Parks Fund was dissolved and is now being reported in the General Fund.

Surface Water Management Fees

Surface Water Management Fund

These fees are collected on developed properties within the City to maintain storm and surface water runoff in the City. These dedicated fees provide for things such as maintenance, repair, and construction of storm water facilities. The 2017 budget is estimated at \$2,050,000.

FINES AND FORFEITURES

District Court, False Alarm, and Miscellaneous Fines

General Fund

The City is entitled to money received in payment of fines, forfeitures, fees, costs and penalties associated with enforcement of local ordinances. Based on current collections we are estimating \$97,550 in revenue for 2017. In 2017, the City will again be utilizing King County for its court services through an interlocal agreement. As part of the agreement, King County receives 100% of revenues collected which offset providing the City court services.

MISCELLANEOUS

Technology Surcharge

General Fund

These fees are collected for services related to the issuance of permits for both residential and commercial aspects of construction. The estimate for 2017 is \$36,900.

Parks User Fees

General Fund

These miscellaneous fees are collected for locker rentals, pool rentals, concessions, etc. The 2017 revenues are estimated at \$99,062.

Interest Income

All Funds

The City will receive interest on cash balances through investment of public funds as allowed by law. The amount received will vary with interest rates, types and duration of investments, and the amount of cash available for investment during any particular budget year. The overall 2017 estimate of \$55,150 is based on annualized 2016 data, economic outlook, and the assumption that fund balances available for investing will be at 2016 levels.

**City of Covington
Estimated Property Tax
2017**

2016 Levy Amount=	\$	2,520,091
x0.953%		24,016
Increase in utility value		-
Plus: New Construction		69,775
Plus: Annexation Levy		11,808
Relevy for prior year refunds		1,017
2017 Property Tax Levy	\$	2,626,707

Assessed Valuation \$ **2,198,023,538**

2017 Estimated Levy Rate= \$ 1.19503

EXAMPLE		
Home value Tax Amount		
\$ 325,000	=	\$ 388

	2016	2017	% change
Assessed Value	\$ 1,975,306,486.00	\$ 2,198,023,538.00	11.28%
Tax Levy	\$ 2,520,091.00	\$ 2,626,707.47	4.23%
Levy Rate	\$ 1.27822	\$ 1.19503	-6.51%
Home value	\$ 325,000.00	\$ 361,643.95	11.28%
Tax Assessment	\$ 415.42	\$ 432.18	4.03%

Agenda Item 2

Covington City Council Meeting

Date: October 25, 2016

SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY REGARDING THE COVINGTON CITY COUNCIL'S PROPOSED ORDINANCE ADOPTING THE KENT SCHOOL DISTRICT SIX-YEAR CAPITAL FACILITIES PLAN FOR 2017-2022 AND 2017 KENT SCHOOL DISTRICT IMPACT FEE SCHEDULE.

CONSIDER PROPOSED ORDINANCE ADOPTING THE KENT SCHOOL DISTRICT SIX-YEAR CAPITAL FACILITIES PLAN FOR 2017-2022 AND AMENDING THE CAPITAL FACILITIES AND UTILITIES ELEMENT, APPENDIX, AND EXISTING CONDITIONS REPORT OF THE COVINGTON COMPREHENSIVE PLAN TO INCLUDE THE SAME, INCLUDING THE 2017 KENT SCHOOL DISTRICT IMPACT FEE SCHEDULE.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Proposed Ordinance No. XX-16 Adopting the Kent School District Six-Year Capital Facilities Plan for 2017-2022 and 2017 School Impact Fee Schedule, and Amending the Capital Facilities Element of the Covington Comprehensive Plan to Include the Same.
 - Exhibit A: Kent School District Six-Year Capital Facilities Plan for 2017-2022
 - Exhibit B: 2017 Kent School Impact Fee Schedule

PREPARED BY: Richard Hart, Community Development Director

EXPLANATION:

The Kent School District ("District"), serving the citizens of Covington, has a Six-Year Capital Facilities Plan ("CFP") that is incorporated by reference as a sub-element of the City of Covington's Comprehensive Plan. The state Growth Management Act (GMA) and Covington Municipal Code (CMC) 18.120.020 (2) - (3) requires local governments planning under GMA to annually adopt their school districts' 6-year Capital Facilities Plan (CFP) and incorporate that document into their local Comprehensive Plan.

The District has adopted an update to their CFP for 2017-2022. (See Exhibit A) Based upon enrollment forecasts, current inventory and capacity, current standard of service, relocatable capacity, and costs for facilities and improvements, the District anticipates having sufficient capacity to house students over the next six years.

Pursuant to CMC 18.120.020(2) - (3), the city must adopt by reference the District's updated CFP for 2017-2022 as part of the city's Capital Facilities and Utilities Element of our Comprehensive Plan. Attachment 1 is the proposed ordinance to adopt their CFP. (See Exhibit A)

RCW 82.02 authorizes cities to collect impact fees to provide public school facilities that serve new development, provided a school district has an adopted capital facilities plan as part of a

local government comprehensive plan. CMC 18.120 grants authority to the city to assess and collect school impact fees based upon a school district's capital facilities plan.

The Kent School District ("District"), serving the citizens of Covington, has a Six-Year Capital Facilities Plan ("CFP") that is incorporated by reference as a sub-element of the City of Covington's Comprehensive Plan.

The District has adopted an update to their CFP for 2017-2022. Based upon enrollment forecasts, current inventory and capacity, current standard of service, relocatable capacity, and costs for facilities and improvements, the District anticipates having sufficient capacity to house students over the next six years. Accordingly, to continue to meet these projected enrollments and facility needs, the school impact fees for 2017 are proposed to increase from 2016 by 2.2%. The 2017 fees will be \$5,100 for single-family dwellings and \$2,210 for multi-family dwellings. (See page 35 of the CFP in Exhibit A to Attachment 1, the table of changes to impact fee calculation factors for new SF and MF residential development in the city beginning in 2017, showing increases by 2.2%).

Pursuant to CMC 18.120.020(2) - (3), the city must adopt the District's updated CFP for 2017-2022 by reference as part of the city's Capital Facilities and Utilities Element of our Comprehensive Plan to establish the fee program from which the 2017 Kent School District Impact Fee Schedule is adopted. Attachment 1 is the proposed ordinance to adopt both, including Exhibit A: Kent School District Six-Year Capital Facilities Plan for 2017-2022 and Exhibit B: 2017 Kent School District Impact Fee Schedule. The city will continue to collect an administrative fee from developers for managing the school impact fee process. The city's administrative fee will be set in the annual City Fee Resolution for 2017 to be considered and adopted before the end of 2016.

- OPTIONS:
- 1) Adopt the Kent School District CFP and associated school impact fee schedule as presented and requested by the District.
 - 2) Do not adopt the CFP and request further information from the District.

STAFF RECOMMENDATION: Staff recommends that council adopt the Kent School District CFP for 2017-2022 and associated 2017 school impact fee schedule as presented.

FISCAL IMPACT: None

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an Ordinance, in substantial form as that attached hereto, adopting the updated Kent School District Six-Year Capital Facilities Plan for 2017-2022, including the 2017 School Impact Fee Schedule, and amending the Capital Facilities & Utilities Element, Appendix, and Existing Conditions Report of the City's Comprehensive Plan to include the same.

REVIEWED BY: City Manager
City Attorney
Finance Director

ORDINANCE NO. 18-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE KENT SCHOOL DISTRICT SIX-YEAR CAPITAL FACILITIES PLAN FOR 2017-2022 AMENDING THE CAPITAL FACILITIES AND UTILITIES ELEMENT, APPENDIX, AND EXISTING CONDITIONS REPORT OF THE COVINGTON COMPREHENSIVE PLAN TO INCLUDE THE SAME; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Kent School District (“District”) has prepared a capital facilities plan in compliance with the Growth Management Act that has previously been adopted by the City of Covington (“City”) within the Capital Facilities and Utilities Element of the City’s Comprehensive Plan; and

WHEREAS, Section 18.120.020 of the Covington Municipal Code (“CMC”) authorizes the City to adopt a district’s capital facilities plan by reference as part of the Capital Facilities and Utilities Element of the City’s Comprehensive Plan; and

WHEREAS, the District has recently adopted an updated Six-Year Capital Facilities Plan for 2017-2022 (the “Plan”) and submitted their updated Plan to the City; and

WHEREAS, the Plan contains the elements required by Section 18.120 CMC; and

WHEREAS, RCW 36.70A.130 (2)(a)(iv) allows amendment of the capital facilities and utilities element of a comprehensive plan, if done concurrently with the adoption or amendment of a city’s budget; and

WHEREAS, upon providing appropriate public notice, the Covington City Council conducted a public hearing on October 25, 2016, to receive testimony regarding the proposed amendment to the Capital Facilities and Utilities Element of the City’s Comprehensive Plan, and the proposed City 2017 budget; and

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

Section 1. Adoption. The City hereby adopts the Kent School District Six-Year Capital Facilities Plan for 2017-2022, as set forth in Exhibit A attached and incorporated herein by this reference.

Section 2. Amendment. The City hereby amends the Capital Facilities and Utilities Element, Appendix, and Existing Conditions Report of the City’s Comprehensive Plan to include the updated Kent School District Six-Year Capital Facilities Plan for 2017-2022, replacing the District’s previously adopted capital facilities plan.

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

Section 4. Corrections. Upon approval of the city attorney, the city clerk and/or code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Effective Date. This ordinance shall be in full force and effect on December 31, 2016. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Covington on the 25th day of October, 2016.

Mayor Jeff Wagner

ATTESTED:

PUBLISHED: 10-28-16
EFFECTIVE: 12-31-16

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

EXHIBIT A

Kent School District

Capital Facilities Plan

2016-2017 - 2021-2022



May 2016

Kent School District

Six-Year Capital Facilities Plan

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I Executive Summary

This Six-Year Capital Facilities Plan (the "Plan") has been prepared by the Kent School District (the "District") as the organization's capital facilities planning document, in compliance with the requirements of Washington's Growth Management Act, King County Code K.C.C. 21A.43 and Cities of Kent, Covington, Renton, Auburn, Black Diamond, Maple Valley, and SeaTac. This annual Plan update was prepared using data available in the spring of 2016 for the 2015-2016 school year.

This Plan is consistent with prior long-term capital facilities plans adopted by the Kent School District. This Plan is not intended to be the sole planning document for all of the District's needs. The District may prepare interim and periodic Long Range Capital Facilities Plans consistent with Board Policies, taking into account a longer or shorter time period, other factors and trends in the use of facilities, and other needs of the District as may be required.

Prior Capital Facilities Plans of the Kent School District have been adopted by Metropolitan King County Council and Cities of Kent, Covington, Auburn and Renton and included in the Capital Facilities Plan element of the Comprehensive Plans of each jurisdiction. This Plan has also been submitted to cities of Black Diamond, Maple Valley, and SeaTac for their information and inclusion in their Comprehensive Plans.

In order for impact fees to be collected in the unincorporated areas of Kent School District, the Metropolitan King County Council must adopt this Plan and a fee-implementing ordinance for the District. For impact fees to be collected in the incorporated portions of the District, the cities of Kent, Covington, Renton and Auburn must also adopt this Plan and their own school impact fee ordinances.

This Capital Facilities Plan establishes a standard of service in order to ascertain current and future capacity. While the State Superintendent of Public Instruction establishes square footage guidelines for capacity, those guidelines do not account for local program needs in the District. The Growth Management Act, King County and City codes and ordinances authorize the District to make adjustments to the standard of service based on specific needs for students of the District.

This Plan includes the standard of service as established by Kent School District. Program capacity is based on an average capacity and updated to reflect changes to special programs served in each building. Portables in the capacity calculation use the same standard of service as the permanent facilities.

(continued)

I Executive Summary (continued)

The capacity of each school in the District is calculated based on the District's standard of service and the existing inventory of permanent facilities. The District's program capacity of permanent facilities reflects program changes and the state's mandated reduction of class size to meet the standard of service for Kent School District. Portables provide additional transitional capacity.

Kent School District is the fourth largest (fte basis) district in the state. Enrollment is electronically reported monthly to the Office of the Superintendent of Public Instruction ("OSPI") on Form P-223. Although funding apportionment is based on Annual Average Full Time Equivalent (AAFTE), enrollment on October 1 is a widely recognized "snapshot in time" that is used to report the District's enrollment for the year as reported to OSPI.

The Board of Directors approved Full Day Kindergarten ("FDK") for all Elementary Schools in 2011-12 and FDK projections are used to forecast kindergarten enrollment in future years. The state plans to fully fund FDK for all the district's elementary schools in 2016-2017.

The District received authorization from the Office of Superintendent of Public Instruction to temporarily re-open the former Kent Elementary School at 317 Fourth Ave South in Kent. This facility will be used to house the kindergarten and early child education classes for both Kent and Neely-O'Brien Elementary Schools to alleviate overcrowding at those schools. This building re-opened in fall 2014 as the Kent Valley Early Learning Center.

The District's standard of service, enrollment history and projections, and use of transitional facilities are reviewed in detail in various sections of this Plan. The District plans to continue to satisfy concurrency requirements through the transitional use of portables.

A financing plan is included in Section VIII which demonstrates the District's ability to implement this Plan. Pursuant to the requirements of the Growth Management Act, this Plan will be updated annually with changes in the impact fee schedules adjusted accordingly.

II Six - Year Enrollment Projection

For capital facilities planning, enrollment growth projections are based on cohort survival and student yield from documented residential construction projected over the next six years. *(See Table 2, page 8 and map 38)*. The student generation factor is the basis for the growth projections from new developments. *(See Page 5)*

King County live births and the District's relational percentage average were used to determine the number of kindergartners entering the system. *(See Table 1, page 7)* 8.80% of 24,630 King County live births in 2011 is projected for 2,167 students expected in Kindergarten for October 1, 2016. This is an increase of 116 live births in King County over the previous year. *(See Table 2, page 8)*

Early Childhood Education students (also identified as "ECE"), "Early Childhood Special Education ("ECSE") students are forecast and reported to OSPI separately on Form P-223H for Special Education Enrollment. Capacity is reserved to serve students in the ECE programs at elementary schools.

The first grade population of Kent School District is traditionally 2-3% larger than the kindergarten population due to growth and transfers to the District. Cohort survival method uses historical enrollment data to forecast the number of students projected for the following year. Projections for October 1, 2016-2021 are from OSPI Report 1049 – Determination of Projected Enrollments.

Within practical limits, the District has kept abreast of proposed developments. The District will continue to track new development activity to determine impact to schools. Information on new residential developments and the completion of these proposed developments in all jurisdictions will be considered in the District's future analysis of growth projections. *(see map page 38)*

The Kent School District serves eight permitting jurisdictions: unincorporated King County, the cities of Kent, Covington, Renton, and Auburn and smaller portions of the cities of SeaTac, Black Diamond, and Maple Valley

(Continued)

II Six - Year Enrollment Projection (Continued)

STUDENT GENERATION FACTOR

"Student Factor" is defined by King County code as "the number derived by a school district to describe how many students of each grade span are expected to be generated by a dwelling unit" based on district records of average actual student generated rates for developments completed within the last ten years.

Following these guidelines, the student generation rate for Kent School District is as follows:

Single Family	Elementary	.257	
	Middle School	.070	
	Senior High	<u>.138</u>	
	Total		.465
Multi-Family	Elementary	.111	
	Middle School	.022	
	Senior High	<u>.039</u>	
	Total		.172

The student generation factor is based on a survey of 3,867 single family dwelling units and 966 multi-family dwelling units with no adjustment for occupancy rates. Please refer to Appendix E on Page 38 of the Capital Facilities Plan for details of the Student Generation Factor survey.

In preparing the 2016-2017 to 2021-2022 Capital Facilities Plan the District contracted with Davis Demographics and Planning (DDP) of Riverside California, a noted expert in demographic studies for school districts, to analyze and prepare the student generation factor. DDP used a larger sample of single family residences than the district did in previous plans and included both "garden" and "urban style" apartments in the calculation for multi-family residences.

Urban style apartments typically have four stories, a central lobby and entrance, elevator access to all floors and have a central corridor with apartments on each side. These apartments have little or no surface street parking, with parking located beneath the building, retail may or may not be included with the building. If there is retail it will generally be located on the first floor. These apartments seldom have swimming pools and do not have playgrounds for children.

II Six - Year Enrollment Projection

(Continued)

Garden style apartments will have very little studio apartments and will have more three bedroom apartments than the urban style and in theory generate more students enrolled in school. These apartments will also have lawns, club houses, swimming pools and places for children to play.

The District felt that it is important to include both styles of apartments for the student generation factor. Though it is anticipated that few students will come from the urban style, they are now part of the mix in Kent and thus should be included in mix of multi-family housing units.

Within the district's borders there are several low-income and multi-family housing projects coming on-line during 2015-17. Once developed and occupancy occurring the District does recognize that the student generation for multi-family housing will likely increase for the 2017 Capital Facilities Plan.

**KENT SCHOOL DISTRICT No. 415
OCTOBER REPORT 1251H (HEADCOUNT) ENROLLMENT HISTORY**

LB = Live Births LB in 1999 LB in 2000 LB in 2001 LB in 2002 LB in 2003 LB in 2004 LB in 2005 LB in 2006 LB in 2007 LB in 2008

October HC Enrollment	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
King County Live Births ¹	21,778	21,863	22,431	22,874	22,680	24,244	24,899	25,222	25,057	24,514
Increase / Decrease	0	85	568	443	-194	1,564	655	323	-165	-543
Kindergarten / Birth % ¹	8.23%	8.30%	8.47%	8.33%	8.13%	8.18%	8.57%	8.40%	8.34%	8.34%
Kindergarten	1793	1815	1901	1905	1845	1983	2134	2119	2090	2045
Grade 1	2009	1876	1923	1961	1996	1888	2017	2186	2127	2131
Grade 2	2001	2051	1918	1966	1942	2016	1905	2055	2190	2163
Grade 3	2031	2036	2087	1977	2002	1983	2082	1922	2070	2176
Grade 4	2017	2052	2066	2052	1956	2024	2000	2087	1956	2089
Grade 5	2057	2023	2050	2091	2086	1974	2044	2008	2116	1958
Grade 6	2108	2105	2082	2075	2135	2135	2026	2079	2023	2058
Grade 7 <small>Middle School</small>	2208	2136	2122	2117	2095	2105	2139	2046	2104	1974
Grade 8 "	2257	2185	2148	2173	2153	2111	2139	2121	2091	2100
Grade 9 - Senior High	2782	2564	2579	2472	2440	2471	2455	2483	2428	2093
Grade 10	2216	2481	2248	2217	2238	2272	2092	2046	2151	2165
Grade 11	1962	1962	2059	2046	2048	1995	1933	1873	1802	1818
Grade 12	1555	1576	1648	1712	1694	1658	1646	1539	1576	1742
Total Enrollment ²	26,996	26,862	26,831	26,764	26,630	26,615	26,612	26,564	26,724	26,512
Yearly Headcount										
Increase / Decrease	0	-134	-31	-67	-134	-15	-3	-48	160	-212
Cumulative Increase	0	-134	-165	-232	-366	-381	-384	-432	-272	-484

¹ This number indicates actual births in King County 5 years prior to enrollment year as updated by Washington State Department of Health, Center for Health Statistics. Kent School District percentage based on actual Kindergarten enrollment 5 years later.

² Enrollment reported to the state on Form P-223 generates basic education funding and excludes Early Childhood Special Education ("ECSE" & "B2" or Birth to 2 Preschool Inclusive Education) and college-only Running Start students.

**KENT SCHOOL DISTRICT No. 415
SIX - YEAR ENROLLMENT PROJECTION**

Full Day Kindergarten at all Elem	LB in 2010	LB in 2011	LB in 2012	LB in 2013	LB in 2014	LB Est. 2015	LB Est. 2016				
	ACTUAL	P	R	O	J	E	C	T	I	O	N
October	2015	2016	2017	2018	2019	2020	2021				
King County Live Births ¹	24,514	24,630	25,032	25,890	26,490	26,998	27,277	¹			
Increase / Decrease	0	116	402	858	600	508	279				
Kindergarten / Birth % ²	8.34%	8.80%	8.80%	8.66%	8.60%	8.58%	8.63%				
FD Kindergarten @ 1.0	2045	2,167	2,204	2,242	2,279	2,317	2,354				
Grade 1	2131	2,082	2,205	2,243	2,282	2,319	2,358				
Grade 2	2163	2,155	2,106	2,230	2,268	2,308	2,345				
Grade 3	2176	2,191	2,182	2,133	2,258	2,297	2,337				
Grade 4	2089	2,198	2,212	2,203	2,154	2,280	2,319				
Grade 5	1958	2,105	2,214	2,229	2,220	2,170	2,297				
Grade 6	2058	1,977	2,125	2,235	2,250	2,241	2,191				
Grade 7	1974	2,052	1,971	2,118	2,228	2,243	2,234				
Grade 8	2100	1,988	2,066	1,985	2,133	2,243	2,258				
Grade 9	2093	2,360	2,234	2,322	2,231	2,397	2,521				
Grade 10	2165	1,828	2,061	1,951	2,028	1,949	2,094				
Grade 11	1818	1,889	1,595	1,798	1,702	1,770	1,701				
Grade 12	1742	1,541	1,601	1,352	1,524	1,443	1,500				
Total Enrollment Projection ³	26,512	26,533	26,776	27,041	27,557	27,977	28,509				
Yearly Increase/Decrease ³		21	243	265	516	420	532				
Yearly Increase/Decrease %		0.08%	0.92%	0.99%	1.91%	1.52%	1.90%				

Total Enrollment Projection	26,512	26,533	26,776	27,041	27,557	27,977	28,509
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- ¹ Kindergarten enrollment projection for 2016 is based on Kent SD percentage of live births in King County five years previous.
- ² Kindergarten projection is calculated by using the District's previous year percentage of King County births five years earlier compared to actual kindergarten enrollment in the previous year. (Excludes ECSE - Early Childhood Special Education preschoolers)
- ³ Headcount Projections for 2016 - 2021 from OSPI Report 1049 - Determination of Projected Enrollments
- ⁴ Oct. 2015 P223 Headcount is 26,516 & FTE 25,980.33. Full Headcount with ECE Preschool & Running Start students = 28,031

G R O W T H P R O J E C T I O N S - Adjustments for current economic factors

For facilities planning purposes, this six-year enrollment projection anticipates conservative enrollment growth from new development currently in some phase of planning or construction in the district.

III Current Kent School District "Standard of Service"

In order to determine the capacity of facilities in a school district, King County Code 21A.06 references a "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors determined by the district which would best serve the student population.

This Plan includes the standard of service as established by Kent School District. The District has identified schools with significant special needs programs as "impact" schools and the standard of service targets a lower class size at those facilities. Portables included in the capacity calculation use the same standard of service as the permanent facilities. *(See Appendix A, B & C)*

The standard of service defined herein will continue to evolve in the future. Kent School District is continuing a long-term strategic planning process combined with review of changes to capacity and standard of service. This process will affect various aspects of the District's standard of service and future changes will be reflected in future capital facilities plans.

Current Standards of Service for Elementary Students

Class size for Kindergarten is planned for an average of 23 or fewer students.
Class size for grades 1 - 3 is planned for an average of 23 or fewer students.
Class size for grades 4 - 6 is planned for an average of 27 or fewer students.

Class size for Kindergarten and grades 1, 2 and 3 for schools that qualify for high poverty funding (16 elementary schools for 2016-17) is planned for an average of 18 or fewer students.

Some special programs require specialized classroom space and the program capacity of some of the buildings housing these programs is reduced. Some students, for example, leave their regular classroom for a short period of time to receive instruction in special programs and space must be allocated to serve these programs.

Some students have scheduled time in a computer lab. Students may also be provided music instruction and physical education in a separate classroom or facility.

Some identified students will also be provided educational opportunities in classrooms for special programs such as those designated as follows:

- English Language Learners (E L L)
- Education for Disadvantaged Students (Title I) – Federal Program
- Learning Assisted Programs (LAP) – State Program
- Highly Capable Students-State Program
- Reading, Math or Science Labs
- Dual Language Programs in 4 elementary schools

Inclusive Education Service for Elementary and Secondary students with disabilities may be provided in a separate or self-contained classroom sometimes with a capacity of 10-15 depending on the program:

- Early Childhood Special Education (ECSE) -3-4 yr. old students with disabilities
- Tiered Intervention in Inclusive Education Support Center Programs
- Integrated Programs & Resource Rooms (for special remedial assistance)
- Self-contained Inclusive Education Support Center Programs (SC)
- School Adjustment Programs for students with behavioral disorders (SA)
- Adaptive Support Center for Mild, Moderate & Severe Disabilities (ASCDD)
- Speech & Language Therapy & Programs for Hearing Impaired students
- Occupational & Physical Therapy Programs (OT/PT)
- The Outreach Program (TOP) for 18-21 year old secondary students

Some newer buildings have been constructed to accommodate most of these programs; some older buildings have been modified, and in some circumstances, these modifications reduce the classroom capacity of the buildings. When programs change, program capacity is updated to reflect the change in program and capacity.

Current Standards of Service for Secondary Students

The standards of service outlined below reflect only those programs and educational opportunities provided to secondary students which directly affect the capacity of the school buildings.

Class size for grades 7 – 8 is planned for an average of 28.6 or fewer students.
Class size for grades 9 – 12 is planned for an average of 30.6 or fewer students.

Similar to Inclusive Education Programs listed above, many other secondary programs require specialized classroom space which can reduce the program capacity of the permanent school buildings.

Identified secondary students will also be provided other educational opportunities in classrooms for programs designated as follows:

- Computer, Multi-Media & Technology Labs & Programs
- Technology Academy at Kent-Meridian High School & Mill Creek Middle School
- Science Programs & Labs – Biology, Chemistry, Physics, Oceanography, Astronomy, Meteorology, Marine Biology, General Science, etc.
- English Language Learners (E L L)
- Music Programs – Band, Orchestra, Chorus, Jazz Band, etc.
- Art Programs – Painting, Design, Drawing, Ceramics, Pottery, Photography, etc.
- Theater Arts – Drama, Stage Tech, etc.
- Journalism and Yearbook Classes
- Highly Capable (Honors or Gifted) and Advanced Placement Programs
- International Baccalaureate (“I B”) Program
- JROTC - Junior Reserve Officers Training Corps

Career & Technical Education Programs (CTE - Vocational Education)

- Family & Consumer Science – Culinary Arts, Sewing, Careers w/Children/Educ., etc.
- Child Development Preschool and Daycare Programs
- Health & Human Services – Sports Medicine, Sign Language, Cosmetology, etc.
- Business Education – Word Processing, Accounting, Business Law & Math, Marketing, Economics, Web Design, DECA, FBLA (Future Business Leaders).
- Technical & Industry – Woodworking, Cabinet Making, Building Trades, Metals, Automotive & Manufacturing Technology, Welding, Drafting, Drawing, CAD (Computer-aided Design), Electronics, Engineering & Design, Aviation, ASL, etc.
- Graphic & Commercial Arts, Media, Photography, Theater & Stage, Ag & Horticulture.

Kent Phoenix Academy- Performance Learning Center, Gateway, Virtual High School and Kent Success programs

Space or Classroom Utilization

As a result of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a work space during their planning periods, it is not possible to achieve 100% utilization of regular teaching stations at secondary schools. Based on the analysis of actual utilization of classrooms, the District has determined that the standard utilization rate is 85% for secondary schools. Program capacity at elementary schools reflects 100% utilization at the elementary level.

I V Inventory and Capacity of Existing Schools

Currently, the District has permanent program capacity to house 27,103 students and transitional (portable) capacity to house 2,204. This capacity is based on the District's Standard of Service as set forth in Section I I I. Included in this Plan is an inventory of the District's schools by type, address and current capacity. (See *Table 3 on Page 13*). The ratio between permanent capacity and portable capacity is 95.5%-4.5%.

The program capacity is periodically updated for changes in programs, additional classrooms and new schools. Program capacity has been updated in this Plan to reflect program changes implemented in the Fall of 2015.

For the 2015-2016 school year and beyond the state has a mandated lower class size in 16 elementary schools that are classified as high poverty. The new class size in grades K-1, 2 and 3 will be 18.24 students for every teacher.

Calculation of Elementary, Middle School and Senior High School capacities are set forth in Appendices A, B and C. Maps of existing schools are included on Pages 14-16.

For clarification, the following is a brief description of some of the non-traditional programs for students in Kent School District:

Kent Mountain View Academy serves Grades 3 – 12 with transition, choice and home school assistance programs. It is located in the former Grandview School in the western part of the district in Des Moines. This school was originally designed as an elementary school and is included in the elementary capacity for this Plan.

Kent Phoenix Academy is a non-traditional high school which opened in Fall 2007 in the renovated site and building that formerly served Sequoia Middle School. Kent Phoenix Academy has four special programs including the Performance Learning Center, Gateway, Virtual High School and Kent Success.

iGrad - In partnership with Green River College, Kent School District has pioneered the Individualized Graduation and Degree Program or "iGrad". iGrad offers a second chance to students age 16-21 who have dropped out of high school and want to earn a high school diploma. iGrad is not included in this Capital Facilities Plan because it is served in leased space at the Kent Hill Plaza Shopping Center. Over the past three years, enrollment in the iGrad program has averaged over 300 students.

**KENT SCHOOL DISTRICT No. 415
INVENTORY and CAPACITY of EXISTING SCHOOLS**

				2015-16
SCHOOL	Year Opened	ABR	ADDRESS	Program Capacity
Carriage Crest Elementary	1990	CC	18235 - 140th Avenue SE, Renton 98058	452
Cedar Valley Elementary	1971	CV	26500 Timberlane Way SE, Covington 98042	350
Covington Elementary	1961	CO	17070 SE Wax Road, Covington 98042	464
Crestwood Elementary	1980	CW	25225 - 180th Avenue SE, Covington 98042	432
East Hill Elementary	1953	EH	9825 S 240th Street, Kent 98031	450
Emerald Park	1999	EP	11800 SE 216th Street, Kent 98031	462
Fairwood Elementary	1969	FW	16600 - 148th Avenue SE, Renton 98058	408
George T. Daniel Elementary	1992	DE	11310 SE 248th Street, Kent 98030	420
Glenridge Elementary	1996	GR	19405 - 120th Avenue SE, Renton 98058	418
Grass Lake Elementary	1971	GL	28700 - 191st Place SE, Kent 98042	452
Horizon Elementary	1990	HE	27641 - 144th Avenue SE, Kent 98042	462
Jenkins Creek Elementary	1987	JC	26915 - 186th Avenue SE, Covington 98042	404
Kent Elementary	1999	KE	24700 - 64th Avenue South, Kent 98032	440
Kent Valley Early Learning Center	2014	KV	317 —4th Ave S, Kent, WA 98032	308
Lake Youngs Elementary	1965	LY	19660 - 142nd Avenue SE, Kent 98042	524
Martin Sortun Elementary	1987	MS	12711 SE 248th Street, Kent 98030	442
Meadow Ridge Elementary	1994	MR	27710 - 108th Avenue SE, Kent 98030	440
Meridian Elementary	1939	ME	25621 - 140th Avenue SE, Kent 98042	524
Millennium Elementary	2000	ML	11919 SE 270th Street, Kent 98030	464
Neely-O'Brien Elementary	1990	NO	6300 South 236th Street, Kent 98032	440
Panther Lake Elementary	2009	PL	20831 - 108th Avenue SE, Kent 98031	482
Park Orchard Elementary	1963	PO	11010 SE 232nd Street, Kent 98031	450
Pine Tree Elementary	1967	PT	27825 - 118th Avenue SE, Kent 98030	472
Ridgewood Elementary	1987	RW	18030 - 162nd Place SE, Renton 98058	504
Sawyer Woods Elementary	1994	SW	31135 - 228th Ave SE, Black Diamond 98010	504
Scenic Hill Elementary	1960	SH	26025 Woodland Way South, Kent 98030	442
Soos Creek Elementary	1971	SC	12651 SE 218th Place, Kent 98031	350
Springbrook Elementary	1969	SB	20035 - 100th Avenue SE, Kent 98031	384
Sunrise Elementary	1992	SR	22300 - 132nd Avenue SE, Kent 98042	504
Elementary TOTAL				12,848
Cedar Heights Middle School	1993	CH	19640 SE 272 Street, Covington 98042	895
Mattson Middle School	1981	MA	16400 SE 251st Street, Covington 98042	787
Meeker Middle School	1970	MK	12600 SE 192nd Street, Renton 98058	832
Meridian Middle School	1958	MM	23480 - 120th Avenue SE, Kent 98031	792
Mill Creek Middle School	2005	MC	620 North Central Avenue, Kent 98032	916
Northwood Middle School	1996	NW	17007 SE 184th Street, Renton 98058	926
Middle School TOTAL				5,148
Kent-Meridian High School	1951	KM	10020 SE 256th Street, Kent 98030	1,904
Kentlake Senior High School	1997	KL	21401 SE 300th Street, Kent 98042	1,967
Kentridge Senior High School	1968	KR	12430 SE 208th Street, Kent 98031	2,277
Kentwood Senior High School	1981	KW	25800 - 164th Avenue SE, Covington 98042	2,159
Senior High TOTAL				8,297
Kent Mountain View Academy	1997	MV/LC	22420 Military Road, Des Moines 98198	396
Kent Phoenix Academy	2007	PH	11000 SE 264th Street, Kent 98030	414
DISTRICT TOTAL				27,103

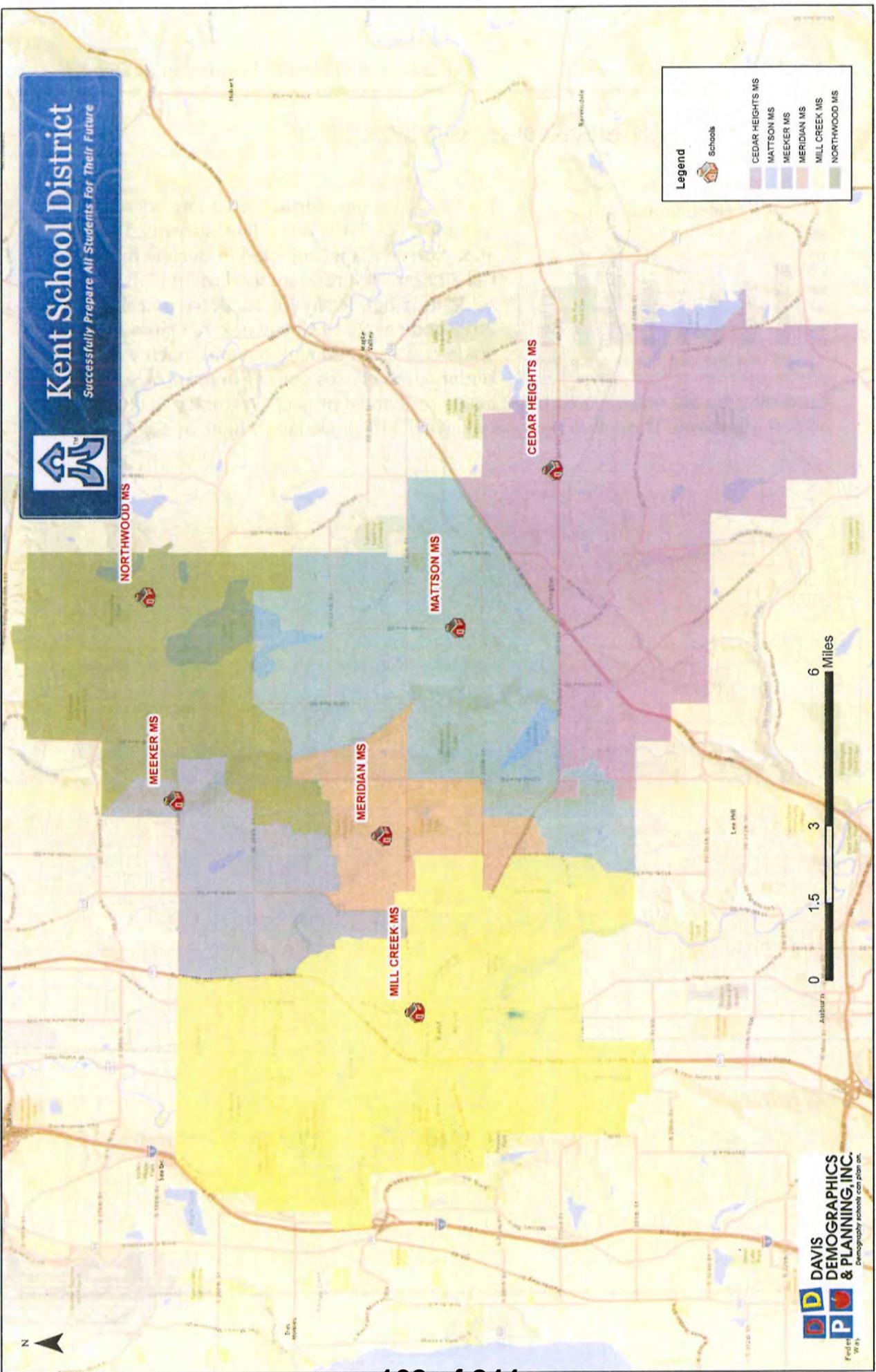
Kent School District
Successfully Prepare All Students For Their Future



Legend

Schools

- CEDAR HEIGHTS MS
- MATTSON MS
- MEEKER MS
- MERIDIAN MS
- MILL CREEK MS
- NORTHWOOD MS



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& PLANNING, INC.
Demography solutions can plan on.

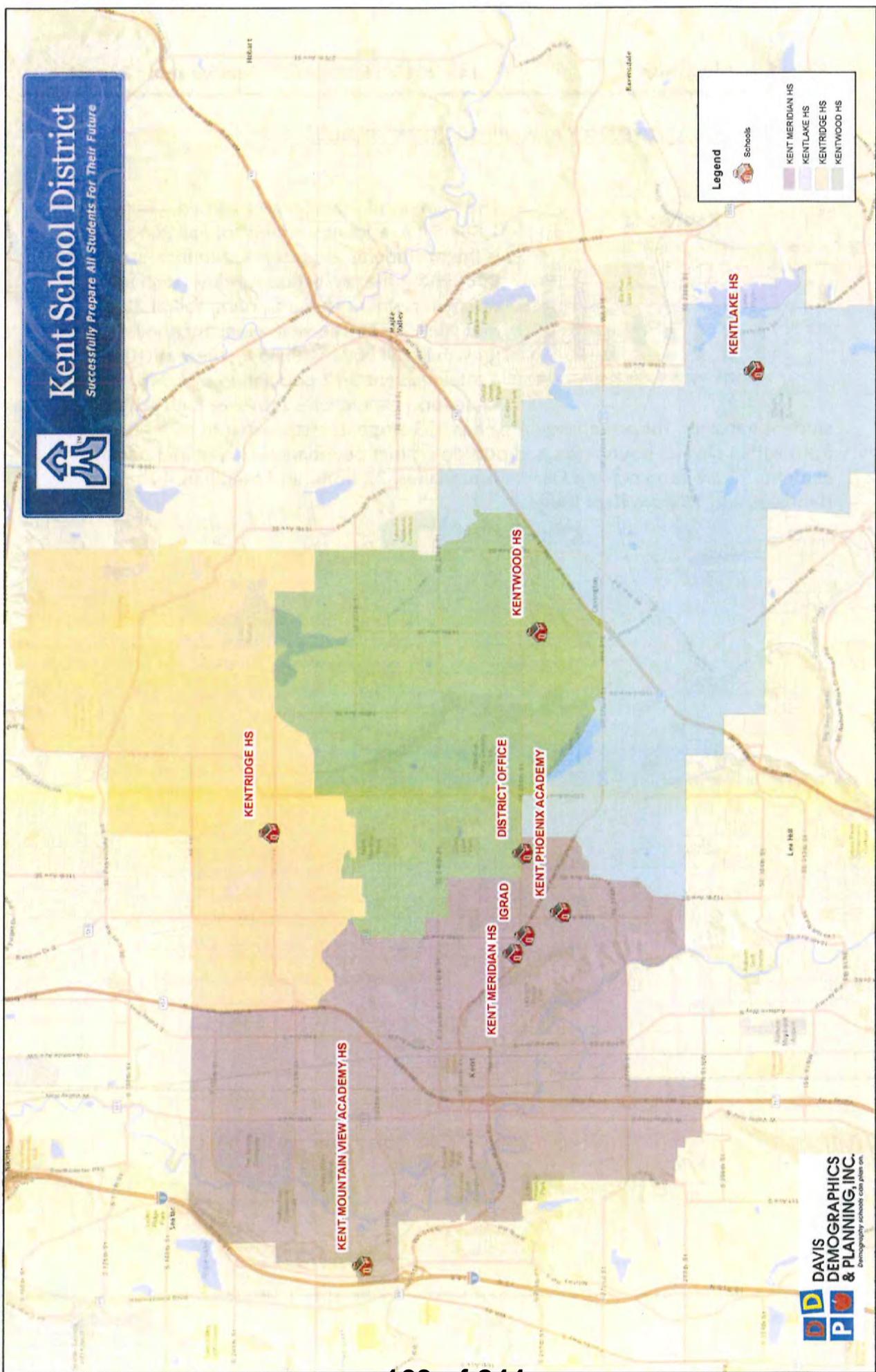
Kent School District
Successfully Prepare All Students For Their Future



Legend

Schools

- KENT MERIDIAN HS
- KENTLAKE HS
- KENTRIDGE HS
- KENTWOOD HS



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DEMOGRAPHICS
& PLANNING, INC.
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V Six-Year Planning and Construction Plan

At the time of preparation of this Plan in spring of 2016, the following projects to increase capacity are in the planning phase in Kent School District:

- Planning is in progress for a replacement school for Covington Elementary School in 2018 or beyond. The project is pending satisfactory financial resources to fund the project.
- Planning is in progress for an additional elementary school in the Kent Valley in 2020 or beyond. The project is pending satisfactory financial resources to fund the project.
- Planning is in progress to add an additional 20 classrooms to elementary schools. The locations will be determined by need. The project is pending satisfactory financial resources to fund the project.
- Enrollment projections reflect future need for additional capacity at the elementary school level. Future facility and site needs are reflected in this Plan.
- Some funding for lease or purchase of additional portables may be provided by impact fees as needed. Sites are based on need for additional capacity.

As a critical component of capital facilities planning, county and city planners and decision-makers are encouraged to consider safe walking conditions for all students when reviewing applications and design plans for new roads and developments. This should include sidewalks for pedestrian safety to and from school and bus stops as well as bus pull-outs and turn-arounds for school buses.

Included in this Plan is an inventory of potential projects and sites identified by the District which are potentially acceptable site alternatives in the future. (See *Table 4 on Page 19 & Site map on Page 20*).

Voter approved bond issues have included funding for the purchase of sites for some of these and future schools, and the sites acquired to date are included in this Plan. Some funding is secured for purchase of additional sites but some may be funded with impact fees as needed. Not all undeveloped properties meet current school construction requirements and some property may be traded or sold to meet future facility needs. The Board of Directors has started the process to sell surplus property in the spring of 2015.

2006 voter approval of \$106M bond issue for capital improvement included the construction funding for a new elementary school, replacement of Panther Lake Elementary, and classroom additions to high schools. Some impact fees have been utilized for those projects.

(Continued)

In March 2013 the Board of Directors reallocated the funding for the new elementary school to capital projects for safety and security.

The Board will continue annual review of standard of service and those decisions will be reflected in the each update of the Capital Facilities Plan.

KENT SCHOOL DISTRICT No. 415
Site Acquisitions and Projects Planned to Provide Additional Capacity

SCHOOL / FACILITY / SITE				LOCATION	Type	Status	Projected Completion Date	Projected Program Capacity	% for new Growth
								Approximate	Approximate
# on Map	ELEMENTARY								
5	Replacement for Covington Elementary (U)	SE 256th Street & 154th Ave SE	Replacement Elementary	Planning	2018-19	600	19%		
	Covington Elem - Capacity to be replaced	17070 SE Wax Road, Covington	Elementary	Utilized		-504			
	New Elementary School	Kent Valley	Elementary Addition	Planning	2020-2021	600	100%		
	20 Additional Permanent Classrooms	Various schools where needed	Elementary Addition	Planning	2019-2022	480	100%		
<p align="center">MIDDLE SCHOOL & SENIOR HIGH</p> <p>No new projects required for Secondary Schools at this time & Secondary Schools are excluded from Impact Fee formula.</p>									
								Additional Capacity	
	Portables ²	TBD - For placement as needed	New	Planning	2016+	24 - 31 each	100%		
# on Map	³ OTHER SITES ACQUIRED			Land Use Designation	Type	Land Use Jurisdiction			
4	Covington area North (Near Mattson MS)	SE 251 & 164 SE, Covington 98042	Urban	Elementary	City of Covington				
5	Covington area West (Halleson-Wikstrom)	SE 256 & 154 SE, Covington 98042	Urban	Elementary	y of Covington				
3	Ham Lake area (Pollard)	16820 SE 240, Kent 98042	Rural	Elementary	King County				
8	SE of Lake Morton area (West property)	SE 332 & 204 SE, Kent 98042	Rural	Secondary	King County				
2	Shady Lk area (Sowers, Blaine, Drahota, Paroline)	17426 SE 192 Street, Renton 98058	Urban	Elementary	King County				
1	So. King Co. Activity Center (former Nike site)	SE 167 & 170 SE, Renton 98058	Rural	TBD ²	King County				
12	South Central site (Plemmons-Yeh-Wms)	SE 286th St & 124th Ave SE, Auburn 98092	Urban	TBD ²	King County				
<p>Notes:</p> <p>¹ Unfunded facility needs will be reviewed in the future.</p> <p>² TBD - To be determined - Some sites are identified but placement, timing and/or configuration of portables has not been determined.</p> <p>³ Numbers correspond to sites on Site Bank Map on Page 20. Other Map site locations are parcels identified in Table 7 on Page 30.</p>									

VI Portable Classrooms

The Plan references use of portable as interim or transitional capacity and facilities.

Currently, the District utilizes portables to house students in excess of permanent capacity and for program purposes at some school locations. *(Please see Appendices A B C D)*

Based on enrollment projections, implementation of full day kindergarten programs, lower state mandated class size, program capacity and the need for additional permanent capacity, the District anticipates the need to purchase or lease additional portables during the next six-year period.

During the time period covered by this Plan, the District does not anticipate that all of the District's portables will be replaced by permanent facilities. During the useful life of some of the portables, the school-age population may decline in some communities and increase in others, and these portables provide the flexibility to accommodate the immediate needs of the community.

Portables may be used as interim or transitional facilities:

1. To prevent overbuilding or overcrowding of permanent school facilities.
2. To cover the gap between the time of demand for increased capacity and completion of permanent school facilities to meet that demand.
3. To meet unique program requirements.

Portables currently in the District's inventory are continually evaluated resulting in some being improved and some replaced.

The Plan projects that the District will use portables to accommodate interim housing needs for the next six years and beyond. The use of portables, their impacts on permanent facilities, life cycle and operational costs, and the interrelationship between portables, emerging technologies and educational restructuring will continue to be examined.

VII Projected Six-Year Classroom Capacity

As stated in Section IV, the program capacity study is periodically updated for changes in special programs and reflects class size requirements, class size fluctuations etc. As shown in the Inventory and Capacity chart in Table 3 on Page 13, the program capacity is also reflected in the capacity and enrollment comparison charts. *(See Tables 5 & 5 A-B-C on pages 23-26).*

Enrollment is electronically reported to OSPI on Form P-223 on a monthly basis and funding apportionment is based on Annual Average FTE (AAFTE). The first school day of October is widely recognized as the enrollment “snapshot in time” to report enrollment for the year.

Kent School District continues to be the fourth largest district (fte basis) in the state of Washington. P-223 Headcount for October 2015 was 26,512 with kindergarten students counted at 1.0 and excluding ECSE and college-only Running Start students. A full headcount of all students enrolled in October 2015 totals 28,031 which include ECSE and college-only Running Start students.

In October there were 1,015 students in 11th and 12th grade participating in the Running Start program at different colleges and receiving credits toward both high school and college graduation. 570 of these students attended classes only at the college (“college-only”) and are excluded from FTE and headcount for capacity and enrollment comparisons. Kent School District has one of the highest Running Start program participation rates in the state.

Based on the enrollment forecasts, permanent facility inventory and capacity, current standard of service, portable capacity, and future additional classroom space, the District plans to continue to satisfy concurrency requirements through the transitional use of portables. *(See Table 5 and Tables 5 A-B-C on Pages 23-26).*

This does not mean that some schools will not experience overcrowding. There may be a need for additional portables and/or new schools to accommodate growth within the District. New schools may be designed to accommodate placement of future portables. School attendance area changes, limited and costly movement of portables, zoning changes, market conditions, and educational restructuring will all play a major role in addressing overcrowding and underutilization of facilities in different parts of the District.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

TOTAL DISTRICT

SCHOOL YEAR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22		
	Actual	P	R	O	J	E	C	T	E
Permanent Program Capacity ¹	27,105	27,105	27,105	27,105	27,321	27,441	28,161		
Changes to Permanent Capacity ¹ Capacity Increase (F)									
Replacement school with projected increase in capacity: Covington Elementary Replacement (U) ²				600					
To Replace current Covington Elementary capacity				-504					
New Elementary School in Kent Valley ³						600			
Additional Permanent Classrooms				120	120	120	120		
Permanent Program Capacity Subtotal	27,105	27,105	27,105	27,321	27,441	28,161	28,281		
Interim Portable Capacity ⁴									
Elementary Portable Capacity Required	1,400	1,633	2,025	2,071	2,139	1,633	1,795		
Middle School Portable Capacity Required ⁷	0	0	0	0	0	0	0		
Senior High School Portable Capacity Required ⁷	0	0	0	0	0	0	0		
	1,400	1,633	2,025	2,071	2,139	1,633	1,795		
TOTAL CAPACITY ¹	28,505	28,738	29,130	29,392	29,580	29,794	30,076		
TOTAL ENROLLMENT/ PROJECTION ⁵	26,516	26,533	26,776	27,041	27,557	27,977	28,509		
DISTRICT AVAILABLE CAPACITY ⁶	1,989	2,205	2,354	2,351	2,023	1,817	1,567		

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Replacement school for Covington Elementary will increase capacity and will be built on a different existing urban site.

³ New Elementary School on site in Kent Valley to be determined.

⁴ 2016-17 total classroom portable capacity is 1633. Some additional relocatable used for program purposes.

⁵ Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.

⁶ School capacity meets concurrency requirements and no impact fees are proposed for secondary schools.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

ELEMENTARY - Grades K - 6

SCHOOL YEAR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22		
	Actual	P	R	O	J	E	C	T	E
Elementary Permanent Capacity ¹	12,848	13,244	13,244	13,244	13,460	13,580	14,300		
Kent Mountain View Academy ²	396								
Changes to Elementary Capacity									
Covington Elementary Replacement (U) ³ Will replace current Covington Elementary capacity				600	-504				
New Elementary School in Kent Valley						600			
Additional Permanent Classrooms ⁴				120	120	120	120		
Subtotal	13,244	13,244	13,244	13,460	13,580	14,300	14,420		
Portable Capacity Required ¹	1,400	1633	2025	2071	2139	1,633	1,795		
TOTAL CAPACITY ^{1/2}	14,644	14,877	15,269	15,531	15,719	15,933	16,215		
Adjusted for FULL Day Kindergarten Headcount									
ENROLLMENT / PROJECTION ⁵	14,623	14,875	15,248	15,515	15,711	15,932	16,201		
SURPLUS (DEFICIT) CAPACITY	21	2	21	16	8	1	14		
Number of Portables Required	58	68	84	86	89	68	74		

74 Classroom Portables required in 2021-22. Some additional portables used for program purposes.

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Kent Mountain View Academy is a special program at the former Grandview School serving students in Grades 3 - 12. The school building (formerly Kent Learning Center & Grandview Elem.) was designed as an elementary school.

³ Replacement school for Covington Elementary will increase capacity and is planned for a different existing urban site.

⁴ Additional classrooms will be placed at schools with the greatest need for alleviate overcrowding

⁵ Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments. Enrollment & Projections reflect FULL Day Kindergarten at ALL Elementary schools @ 1.0 & exclude ECSE Preschoolers.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

MIDDLE SCHOOL - Grades 7 - 8

SCHOOL YEAR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22		
	Actual	P	R	O	J	E	C	T	E

Middle School Permanent Capacity ¹	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
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No Changes to Middle School Capacity

Subtotal	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
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Portable Capacity Required ¹	0	0	0	0	0	0	0	0
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TOTAL CAPACITY ^{1 & 3}	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
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ENROLLMENT / PROJECTION ²	4,074	4,040	4,037	4,103	4,361	4,486	4,492
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SURPLUS (DEFICIT) CAPACITY	1,074	1,108	1,111	1,045	787	662	656
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Number of Portables Required 0 0 0 0 0 0 0

No Classroom Portables required at middle schools at this time. Some Portables used for classroom and program purposes.

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.

³ Surplus capacity due to grade level reconfiguration - All 9th grade students moved to the high schools in Fall 2004.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

SENIOR HIGH - Grades 9 - 12

SCHOOL YEAR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22		
	Actual	P	R	O	J	E	C	T	E

Senior High Permanent Capacity ¹	8,713	8,713	8,713	8,713	8,713	8,713	8,713	8,713
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Includes Kent Phoenix Academy ²

No Changes to High School Capacity

Subtotal	8,713	8,713	8,713	8,713	8,713	8,713	8,713	8,713
----------	-------	-------	-------	-------	-------	-------	-------	-------

Portables Capacity Required ¹	0	0	0	0	0	0	0	0
--	---	---	---	---	---	---	---	---

TOTAL CAPACITY ¹	8,713	8,713	8,713	8,713	8,713	8,713	8,713	8,713
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ENROLLMENT / PROJECTION ³	7,819	7,618	7,491	7,423	7,485	7,559	7,816
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SURPLUS (DEFICIT) CAPACITY	894	1,095	1,222	1,290	1,228	1,154	897
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Number of Portables Required	0	0	0	0	0	0	0	0
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No Classroom Portables required at this time. Some Portables used for classroom and program purposes.

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Kent Phoenix Academy opened in Fall 2007 serving grades 9 - 12 with four special programs.

³ Actual October Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.

VIII Finance Plan

The finance plan shown on *Table 6* demonstrates how the Kent School District plans to finance improvements for the years 2016-2017 through 2021-2022. The financing components include secured and unsecured funding and impact fees. The plan is based on voter approval of future bond issues, collection of impact fees under the State Growth Management Act and voluntary mitigation fees paid pursuant to State Environmental Policy Act.

The plan calls for the replacement of Covington Elementary in 2018-19 or beyond which will increase the capacity of the current school by approximately 20%. Some impact fees will be utilized as part of the finance plan.

The plan also includes an additional elementary school in the Kent Valley and the siting will be determined at a later date. The district does have two sites where the school could be placed and a decision has not been made. This new school will increase the capacity at the elementary level by 600 students. Some impact fees are scheduled to be part of the overall finance plan.

To address overcrowding at our elementary schools, the plan also includes twenty additional permanent classrooms at the schools of the greatest need. A decision as to the placing of these classroom has not been made. These classrooms will be at the schools with the most overcrowding. Some impact fees are scheduled to be part of the overall finance plan.

In April 2016 the District held a special election to approve the authorization of \$252,000,000 in bonding authority. The projects described above are part of this authorization. The election results were not favorable and the District is weighing its options as to when the issue will be put to the voters again. If a special election is held in 2016 the finance plan schedule can still be met, however, if the election is held in 2017 or beyond, then the schedule of projects will be delayed.

The Finance Plan includes new portables to be purchased or leased to provide additional capacity and some may be funded from impact fees.

Enrollment projections reflect future need for additional capacity at the elementary level and unfunded facility needs will be reviewed in the future and reported in annual updates of the Capital Facilities Plan. No impact fees are requested for secondary schools in this Plan.

For the Six-Year Finance Plan, costs of future schools are based on estimates from Kent School District Facilities Department. Please see pages 28-29 for a summary of the cost basis.

**KENT SCHOOL DISTRICT No. 415
SIX-YEAR FINANCE PLAN**

SCHOOL FACILITIES	*	2016	2017	2018	2019	2020	2021	TOTAL	Estimated		Impact Fees ⁵
									Secured Local & State	Unsecured State ² or Local ³	
PERMANENT FACILITIES											
Covington Elementary Replacement ¹	U			\$46,077,470				\$46,077,470	\$39,165,850		\$6,911,620
New Elementary School-Kent Valley	U				\$46,000,000			\$46,000,000	\$39,100,000		\$6,900,000
20 Additional Permanent Classrooms	U			\$4,207,250	\$4,207,250	\$4,207,250	\$4,207,250	\$16,829,000	\$15,146,100		\$1,682,900
NO Secondary School Projects at this time.											
TEMPORARY FACILITIES											
Additional portables ³⁻⁴	U	\$2,800,000 14 portables	\$2,520,000 12 portables	\$441,000 2 portables	\$694,575 3 portables			\$6,455,575			\$6,455,575
OTHER											
N/A											
Totals		\$2,800,000	\$2,520,000	\$50,725,720	\$4,901,825	\$50,207,250	\$4,207,250	\$115,362,045	\$0	\$93,411,950	\$21,950,095

* F = Funded U = Unfunded

NOTES:

¹ Based on estimates of actual or future construction costs from Facilities Department. (See Page 26 for Cost Basis Summary)

² The District anticipates receiving some State Funding Construction Assistance for some projects.

³ Facility needs are pending review. Some of these projects may be funded with impact fees.

⁴ Cost of portables based on current cost and adjusted for inflation for future years.

⁵ Fees in this column are based on amount of fees collected to date and estimated fees on future units.

VIII Finance Plan - Cost Basis Summary

For impact fee calculations, construction costs are based on cost of the last elementary school, adjusted for inflation, and projected cost of the future elementary schools and additional classrooms.

Elementary School	Cost	Projected Cost
Cost of Panther Lake Elementary Replacement (Opened in Fall 2009)	\$26,700,000	
Projected cost - Covington Elementary Replacement (Projected to open in 2018)		\$46,077,470
Projected cost of New Elementary School Kent Valley (Projected to open in 2020)		\$46,000,000
20 Additional permanent Classrooms		\$16,829,000

Site Acquisition Cost

The site acquisition cost is based on an average cost of sites purchased or built on within the last ten years. Please see Table 7 on page 30 for a list of site acquisition costs and averages.

District Adjustment

The impact fee calculations on pages 32 and 33 include a "District Adjustment" which is equal to the amount of increase that the impact fee formulas total for this year and adjusted for the increase in the Consumer Price Index (2.2%) for the Seattle metropolitan area.

KENT SCHOOL DISTRICT No. 415
Site Acquisitions & Costs
Average of Sites Purchased or Built on within last 15 Years

Type & # on Map	School / Site	Year Open / Purchased	Location	Acreage	Cost	Avg cost/acre	Total Average Cost / Acre
Elementary							
13 / Urban	Panther Lake Elementary Replacement Site	2008	10200 SE 216 St, Kent 98031	9.40	\$4,485,013	\$477,129	
	Elementary Site Subtotal			9.40	\$4,485,013		\$477,129 Elem site average
Middle School							
10 / Urban	Mill Creek MS (Kent JH) / McMillan St. assemblage	2002	411-432 McMillan St., Kent 98032	1.23	\$844,866	\$686,883	
	Middle School Site Subtotal			1.23	\$844,866		\$686,883 Middle Schi Site Avg.
Senior High							
11 / Urban	K-M High School Addition (Kent 6 & Britt Smith)	2002 & 2003	10002 SE 256th Street	6.31	\$3,310,000	\$524,564	
	Senior High Site Subtotal			6.31	\$3,310,000		\$524,564 Sr Hi Site Average
<p>Note: All rural sites were purchased prior to adoption of Urban Growth Area. Numbers correspond to locations on Site Bank & Acquisitions Map on Page 17.</p>							
Properties purchased prior to 1996							
1 / Rural	So. King County Activity Center (Nike site) purchased prior to 1996.						
4 / Urban	Site - Covington area North (So of Mattison MS)	1984					
3 / Rural	Site - Ham Lake east (Pollard)	1992					
8 / Rural	Site - SE of Lake Morton area (West property)	1993					
2 / Urban	Site - Shady Lake (Sowers-Blaine-Drahola-Paroline)	1995					
				Total Acreage & Cost		Total Average Cost / Acre	
				16.94	\$8,639,879		\$510,028

**KENT SCHOOL DISTRICT
FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS**

Student Generation Factors - Single Family

Elementary (Grades K - 6)	0.257
Middle School (Grades 7 - 8)	0.070
Senior High (Grades 9 - 12)	0.138
Total	<u>0.465</u>

Student Generation Factors - Multi-Family

Elementary	0.111
Middle School	0.022
Senior High	0.039
Total	<u>0.172</u>

Projected Increased Student Capacity

Elementary	<u>1633</u>
Middle School	<u>0</u>
Senior High Addition	<u>0</u>

OSPI - Square Footage per Student

Elementary	<u>90</u>
Middle School	<u>117</u>
Senior High	<u>130</u>
Special Education	<u>144</u>

Required Site Acreage per Facility

Elementary (required)	<u>11</u>
Middle School (required)	<u>21</u>
Senior High (required)	<u>32</u>

Average Site Cost / Acre

Elementary	<u>\$477,129</u>
Middle School	<u>\$0</u>
Senior High	<u>\$0</u>

New Facility Construction Cost

Elementary *	<u>\$46,077,470</u>
Middle School	<u>\$0</u>
Senior High *	<u>\$0</u>

Temporary Facility Capacity & Cost

Elementary @ 24	<u>\$200,000</u>
Middle School @ 29	<u>\$0</u>
Senior High @ 31	<u>\$0</u>

* See cost basis on Pg. 26

Temporary Facility Square Footage

Elementary	<u>120,455</u>
Middle School	<u>10,736</u>
Senior High	<u>22,192</u>
Total	<u>153,383</u>

4.5%

State Funding Assistance Credit (formerly "State Match")

District Funding Assistance Percentage	<u>56.96%</u>
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Permanent Facility Square Footage

Elementary (Includes KMVA)	<u>1,470,543</u>
Middle School	<u>660,904</u>
Senior High	<u>1,110,415</u>
Total	<u>3,241,862</u>

95.5%

Construction Cost Allocation

CCA - Cost/Sq. Ft. (Effective July 2014)	<u>\$213.23</u>
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Total Facilities Square Footage

Elementary	<u>1,590,998</u>
Middle School	<u>667,829</u>
Senior High	<u>1,132,607</u>
Total	<u>3,391,434</u>

District Average Assessed Value

Single Family Residence	<u>\$307,784</u>
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District Average Assessed Value

Multi-Family Residence	<u>\$123,109</u>
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Developer Provided Sites / Facilities

Value	<u>0</u>
Dwelling Units	<u>0</u>

Bond Levy Tax Rate/\$1,000

Current / \$1,000 Tax Rate	<u>\$1.40</u>
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General Obligation Bond Interest Rate

Current Bond Interest Rate	<u>3.27%</u>
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CPI Inflation Factor

<u>2.20%</u>

**KENT SCHOOL DISTRICT
IMPACT FEE CALCULATION for SINGLE FAMILY RESIDENCE**

Site Acquisition Cost per Single Family Residence

Formula: ((Acres x Cost per Acre) / Facility Capacity) x Student Generation Factor

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	11	\$477,129	600	0.257	\$2,248.07
A 2 (Middle School)	21	\$0	1,065	0.070	\$0
A 3 (Senior High)	32	\$0	1,000	<u>0.138</u>	\$0
				0.465	
				A ⇨	<u>\$2,248.07</u>

Permanent Facility Construction Cost per Single Family Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Square Footage Ratio)

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$46,077,470	600	0.257	0.966	\$19,065.47
B 2 (Middle School)	\$0	900	0.070	0.966	\$0
B 3 (Senior High)	\$0	1,600	<u>0.138</u>	0.966	\$0
			0.465		
				B ⇨	<u>\$19,065.47</u>

Temporary Facility Cost per Single Family Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary / Total Square Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$200,000	24	0.257	0.034	\$72.82
C 2 (Middle School)	\$0	29	0.070	0.034	\$0
C 3 (Senior High)	\$0	31	<u>0.138</u>	0.034	\$0
			0.465		
				C ⇨	<u>\$72.82</u>

State Funding Assistance Credit per Single Family Residence (formerly "State Match")

Formula: Area Cost Allowance x SPI Square Feet per student x Funding Assistance % x Student Factor

	Construction Cost Allocation	SPI Sq. Ft. / Student	Assistance %	Student Factor	
D 1 (Elementary)	\$213.23	90	0.5696	0.257	\$2,809.27
D 2 (Middle School)	\$213.23	117	0	0.070	\$0
D 3 (Senior High)	\$213.23	130	0	<u>0.138</u>	\$0
				D ⇨	<u>\$2,809.27</u>

Tax Credit per Single Family Residence

Average SF Residential Assessed Value	\$307,784		
Current Debt Service Rate / \$1,000	\$1.40		
Current Bond Interest Rate	3.27%		
Years Amortized (10 Years)	10	TC ⇨	\$3,379.62

Developer Provided Facility Credit

Facility / Site Value	Dwelling Units		
0	0	FC ⇨	0

Fee Recap

A = Site Acquisition per SF Residence	\$2,248.07		
B = Permanent Facility Cost per Residence	\$19,065.47		
C = Temporary Facility Cost per Residence	<u>\$72.82</u>		
Subtotal		\$21,386.36	
D = State Match Credit per Residence	\$2,809.27		
TC = Tax Credit per Residence	<u>\$3,379.62</u>		
Subtotal		-	<u>\$6,188.89</u>
Total Unfunded Need		\$15,197.47	
50% Developer Fee Obligation		\$7,599	
FC = Facility Credit (if applicable)		0	
District Adjustment (see page 28 for explanation)		(2,499)	
Net Fee Obligation per Residence - Single Family			\$5,100

**KENT SCHOOL DISTRICT
IMPACT FEE CALCULATION for MULTI-FAMILY RESIDENCE**

Site Acquisition Cost per Multi-Family Residence Unit

Formula: ((Acres x Cost per Acre) / Facility Capacity) x Student Generation Factor

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	11	\$477,129	600	0.111	\$970.96
A 2 (Middle School)	21	\$0	1,065	0.022	\$0
A 3 (Senior High)	32	\$0	1,000	<u>0.039</u>	\$0
				0.172	
				A ⇨	<u>\$970.96</u>

Permanent Facility Construction Cost per Multi-Family Residence Unit

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent / Total Square Footage Ratio)

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$46,077,470	600	0.111	0.964	\$8,217.46
B 2 (Middle School)	\$0	1,065	0.022	0.964	\$0
B 3 (Senior High)	\$0	1,600	<u>0.039</u>	0.964	\$0
			0.172		
				B ⇨	<u>\$8,217.46</u>

Temporary Facility Cost per Multi-Family Residence Unit

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary / Total Square Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$200,000	24	0.111	0.034	\$31.45
C 2 (Middle School)	\$0	29	0.022	0.034	\$0
C 3 (Senior High)	\$0	31	<u>0.039</u>	0.034	\$0
			0.172		
				C ⇨	<u>\$31.45</u>

State Funding Assistance Credit per Multi-Family Residence (formerly "State Match")

Formula: Area Cost Allowance x SPI Square Feet per student x Funding Assistance % x Student Factor

	Area Cost Allowance	SPI Sq. Ft. / Student	Equalization %	Student Factor	
D 1 (Elementary)	\$213.23	90	0.5696	0.111	\$1,213.34
D 2 (Middle School)	\$213.23	117	0	0.022	\$0
D 3 (Senior High)	\$213.23	130	0	<u>0.039</u>	\$0
				D ⇨	<u>\$1,213.34</u>

Tax Credit per Multi-Family Residence Unit

Average MF Residential Assessed Value	\$123,109		
Current Debt Service Rate / \$1,000	\$1.40		
Current Bond Interest Rate	3.27%		
Years Amortized (10 Years)	10	TC ⇨	\$1,352.32

Developer Provided Facility Credit

Facility / Site Value	Dwelling Units	
0	0	FC ⇨ 0

Fee Recap

A = Site Acquisition per Multi-Family Unit	\$970.96	
B = Permanent Facility Cost per MF Unit	\$8,217.46	
C = Temporary Facility Cost per MF Unit	<u>\$31.45</u>	
Subtotal		\$9,219.86
D = State Match Credit per MF Unit	\$1,213.34	
TC = Tax Credit per MF Unit	<u>\$1,352.32</u>	
Subtotal		<u>\$2,565.66</u>
Total Unfunded Need		\$6,654.20
50% Developer Fee Obligation		\$3,327
FC = Facility Credit (if applicable)		0
District Adjustment (see page 28 for explanation)		(\$1,117)
Net Fee Obligation per Residential Unit - Multi-family		\$2,210

IX Summary of Changes to June 2016 Capital Facilities Plan

The Capital Facilities Plan (the "Plan") is updated annually based on previous Plans in effect since 1993. The primary changes from the June 2015 Plan are summarized here.

Changes to capacity continue to reflect fluctuations in class size as well as program changes. Changes in portables or transitional capacity reflect use, lease or purchase, sale, surplus and/or movement between facilities.

The student headcount enrollment forecast is updated annually. All Elementary schools now have Full Day Kindergarten so six-year Kindergarten projections were previously modified to meet the requirements for Full Day Kindergarten programs at all elementary schools.

The district expects to receive some State Funding Assistance (formerly called "state matching funds") for projects in this Plan and tax credit factors are updated annually. Unfunded site and facility needs will be reviewed in the future.

The impact fees for 2017 will increase by the percentage increase of the consumer price index for the Seattle metropolitan area in. For 2015 the increase was 2.2%. For single family residences the fee will increase by \$110 to \$5,100. The impact fee for multi-family units will increase by \$47 to \$2,210.

(Continued)

Changes to Impact Fee Calculation Factors include:

ITEM	Grade/Type	FROM	TO	Comments
Student Generation Factor	Elem	0.257	0.257	
Single Family (SF)	MS	0.070	0.070	
	SH	0.138	0.138	
	Total	0.465	0.465	No change
Student Generation Factor	Elem	0.111	0.111	
Multi-Family (MF)	MS	0.022	0.022	
	SH	0.039	0.039	
	Total	0.172	0.172	- No change
State Funding Assistance Ratios ("State Match")		57.47%	57.47%	Per OSPI Website
Area Cost Allowance (former Boeckh Index)		\$200.40	\$213.23	Per OSPI Website
Average Assessed Valuation (AV)	SF	\$285,605	\$307,784	Puget Sound ESD
AV - Average of Condominiums & Apts.	MF	\$114,153	\$123,109	Puget Sound ESD
Debt Service Capital Levy Rate / \$1000		\$1.41	\$1.398	Per King Co. Assessor Report
General Obligation Bond Interest Rate		4.68%	3.27%	Bond Buyers 20 year GO Index
Impact Fee - Single Family	SF	\$4,990	\$5,100	Increase of \$110 or 2.2%
Impact Fee - Multi-Family	MF	\$2,163	\$2,210	Increase of \$47 or 2.2%

KENT SCHOOL DISTRICT No. 415
STANDARD of SERVICE - PROGRAM CAPACITY - INVENTORY of PORTABLES - FTE and HEADCOUNT ENROLLMENT

K S D ELEMENTARY SCHOOL	ABR	Number of Std or High Cap Classrooms	Std/High Cap Capacity at 24 average ¹	SE/IP ²	Special Program Capacity	2015-16 Program Capacity ²	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 24 average ¹	10/1/2015	10/1/2015	HI POV ⁵
										P223 FTE ³ Enrollment	P223 Hdcount Enrollment	
Carriage Crest	CC	18	432	5	20	452	1	0	0	385.88	422	N
Cedar Valley	CV	15	330	6	20	350	2	1	24	294.00	294	Y
Covington	CO	20	440	5	24	464	1	0	0	484.00	484	N
Crestwood	CW	18	432	4	0	432	1	4	96	458.00	488	N
East Hill	EH	20	440	5	10	450	0	5	120	586.00	586	Y
Emerald Park	EP	21	462	2	0	462	0	2	48	494.45	495	Y
Fairwood	FW	17	408	3	0	408	1	2	48	412.00	412	N
George T. Daniel Elem	DE	18	396	5	24	420	0	4	96	520.00	520	Y
Glenridge	GR	19	418	4	0	418	1	1	24	448.00	448	Y
Grass Lake	GL	18	432	4	20	452	1	0	0	384.00	411	N
Horizon	HE	21	462	2	0	462	0	2	48	446.00	446	N
Jenkins Creek	JC	15	360	7	44	404	1	0	0	414.03	415	N
Kent Elementary	KE	20	440	3	0	440	2	3	72	592.00	592	Y
Kent Valley Early Learn. CTR	KV	14	308	0	0	308	0	0	0	205.00	205	Y
Lake Youngs	LY	21	504	7	20	524	0	0	0	495.00	523	N
Martin Sortun	MS	19	418	3	24	442	0	4	96	676.00	676	Y
Meadow Ridge	MR	17	372	6	68	440	0	4	96	552.00	552	Y
Meridian Elementary	ME	21	504	3	20	524	1	6	144	632.00	632	N
Millennium Elementary	ML	20	440	3	24	464	0	3	72	566.00	566	Y
Neely-O'Brien	NO	20	440	5	0	440	1	8	192	640.00	640	Y
Panther Lake	PL	21	462	5	20	482	2	5	120	653.00	653	Y
Park Orchard	PO	18	396	7	54	450	1	3	72	546.95	547	Y
Pine Tree	PT	21	462	4	10	472	1	3	72	491.00	491	Y
Ridgewood	RW	21	504	1	0	504	1	2	48	470.75	505	N
Sawyer Woods	SW	21	504	2	0	504	0	0	0	413.50	446	N
Scenic Hill	SH	17	374	6	68	442	4	4	96	618.00	618	Y
Soos Creek	SC	15	330	4	20	350	2	2	48	336.76	337	Y
Springbrook	SB	17	374	4	10	384	2	3	72	533.00	533	Y
Sunrise	SR	21	504	2	0	504	0	3	72	561.05	562	N
Kent Mtn. View Academy	MV	14	336	3	60	396	0	0	0	121.00	121	N
Elementary TOTAL ^{1/2}		558	12,684	120	560	13,244	26	74	1,776	14,426.37	14,620	

¹ Elementary classroom capacity is based on average of 24: 23 in K-3 & 27 in Grades 4-6. Includes adjustments for class size reduction or special program changes.

² Kent School District Standard of Service reserves some rooms for pull-out programs. ie. 20 Total = 16 Standard + 1 Computer Lab + 1 Music + 1 Integrated Program classroom.

³ All elementary schools have Full Day Kindergarten

⁴ Elementary schools have 100% space utilization rate with no adjustments for part-time use of classrooms. Counts exclude ECSE Preschoolers & space is reserved for ECE classrooms.

⁵ Elementary Schools in bold type are classified as High Poverty and class size in grades K-3 is 18:1

**KENT SCHOOL DISTRICT No. 415
STANDARD of SERVICE - PROGRAM CAPACITY - INVENTORY of PORTABLES - FTE and HEADCOUNT ENROLLMENT**

K S D MIDDLE SCHOOL	ABR	# of Std Cisrms	@ 85% Utilization			@ 85% Utilization			Special Ed Capacity	Spec Prgm Cisrms	Special ¹ Program Capacity	2015-16 Program Capacity ²	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 29 ea.	10/1/2015							
			SE / IP ELL Cis	Standard Capacity ² at 25-29 Cisrms	SE / IP ELL Cis	Special Ed Capacity	P223 FTE ³ Enrollment	10/1/2015 Headcount ³ Enrollment															
Cedar Heights Middle School	CH	30	8	740	8	84	3	71	895	2	0	0	0	0	673.20	674							
Mattson Middle School	MA	24	6	592	6	76	5	119	787	4	0	0	0	0	621.00	621							
Meeker Middle School	MK	29	8	715	8	93	1	24	832	0	0	0	0	0	630.00	630							
Meridian Middle School	MJ	26	5	641	5	56	4	95	792	4	1	29	0	0	624.40	625							
Mill Creek Middle School	MC	33	5	813	5	55	2	48	916	0	2	58	0	0	820.40	821							
Northwood Middle School	NW	33	2	813	2	18	4	95	926	0	0	0	0	0	644.00	644							
Kent Mountain View Academy (Grades 3 - 12) Middle School Grade 7 - 8 Enrollment												See Elem											
Middle School TOTAL												175	4,314	34	382	19	452	5,148	10	3	87	4,072.00	4,074

APPENDIX B

K S D SENIOR HIGH SCHOOL	ABR	# of Std Cisrms	@ 85% Utilization			@ 85% Utilization			Special Ed Capacity	Spec Prgm Cisrms	Special ¹ Program Capacity	2015-16 Program Capacity ²	Program Use Portables	Classroom Use Portables	Relocatable Capacity at 31 ea.	10/1/2015							
			SE / IP ELL Cis	Standard Capacity ² at 25-31 Cisrms	SE / IP ELL Cis	Special Ed Capacity	P223 FTE ³ Enrollment	10/1/2015 Headcount ³ Enrollment															
Kent-Meridian Senior High	KM	56	12	1,476	12	157	12	271	1,904	0	4	124	0	0	1,954.20	2,041							
Kentlake Senior High	KL	58	13	1,423	13	153	16	381	1,957	0	0	0	0	0	1,333.80	1,404							
Kentridge Senior High	KR	65	13	1,713	13	136	18	428	2,277	1	2	62	1	0	1,973.60	2,051							
Kentwood Senior High	KW	60	9	1,581	9	102	20	476	2,159	2	5	155	2	0	1,810.41	1,909							
Kent Mountain View Academy (Grades 3 - 12) Senior High Grade 9 - 12 Enrollment												See Elem											
Kent Phoenix Academy	PH			414				414							107.65	109							
Regional Justice Center ⁴	RJ	N/A						N/A							298.30	302							
Senior High TOTAL												239	6,607	47	548	66	1,556	8,711	3	11	341	7,479.96	7,818

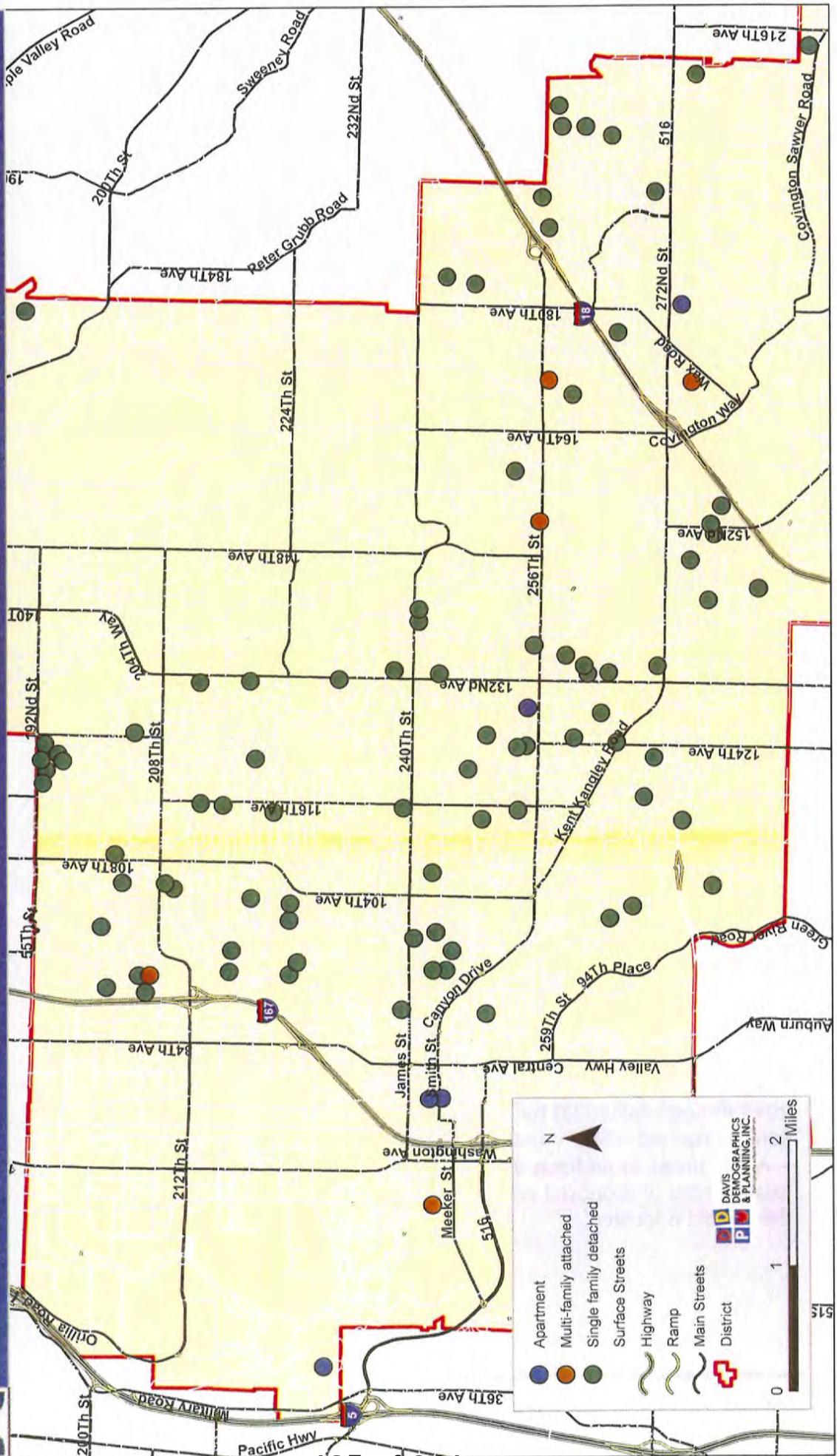
APPENDIX C

DISTRICT TOTAL	972	23,605	201	1,490	85	2,008	27,103	39	88	2,204	25,980.33	26,512.00
Excludes Running Start & Early Childhood Ed students												

¹ Special Program capacity includes classrooms requiring specialized use such as Special Education, Career & Technical Education Programs, Computer Labs, etc.
² Secondary school capacity is adjusted for 85% utilization rate. Facility Use Study was updated for program changes in 2015-16
³ Enrollment is reported on FTE & Headcount basis. P223 Headcount excludes ECSE & College-only Running Start students. Full headcount including ECE & RS = 28,090.
⁴ Some totals may be slightly different due to rounding.
⁵ 13 Juveniles served at King County Regional Justice Center are reported separately for Institutional Funding on Form E-672. Total RJ count in October 2015 is 8



Kent School District Current and Planned Residential Development



KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	Units	STUDENTS					Student Generation Factor				
		Total	Elem	MS	HS	Total	Elem	MS	HS		
Adler's Cove	87	37	27	3	7	0.425	0.310	0.034	0.080		
Alyssa Lane	1	0	0	0	0	0.000	0.000	0.000	0.000		
Annandale	24	5	0	3	2	0.208	0.000	0.125	0.083		
Aqua Vista Estates	2	0	0	0	0	0.000	0.000	0.000	0.000		
Avalon Court	26	10	8	0	2	0.385	0.308	0.000	0.077		
Battisti	1	0	0	0	0	0.000	0.000	0.000	0.000		
Benchmark	54	19	9	4	6	0.352	0.167	0.074	0.111		
Benson Hills Div No. 01	1	0	0	0	0	0.000	0.000	0.000	0.000		
Benson Place	1	0	0	0	0	0.000	0.000	0.000	0.000		
Big K	5	6	4	0	2	1.200	0.800	0.000	0.400		
Birdsong Meadows	3	7	1	2	4	2.333	0.333	0.667	1.333		
Blair Lane	1	0	0	0	0	0.000	0.000	0.000	0.000		
Bollman	10	11	5	4	2	1.100	0.500	0.400	0.200		
Braun The	17	2	1	1	0	0.118	0.059	0.059	0.000		
Brookfield	2	0	0	0	0	0.000	0.000	0.000	0.000		
Brookside Court	25	6	4	1	1	0.240	0.160	0.040	0.040		
Canary Hill	16	2	2	0	0	0.125	0.125	0.000	0.000		
Cantera	75	39	26	4	9	0.520	0.347	0.053	0.120		
Cedar Point	41	18	10	4	4	0.439	0.244	0.098	0.098		
Cedar Terrace	1	0	0	0	0	0.000	0.000	0.000	0.000		
Chancellor Crest	1	2	0	0	2	2.000	0.000	0.000	2.000		
Chateau Meridian	1	0	0	0	0	0.000	0.000	0.000	0.000		
Cherry Terrace	1	0	0	0	0	0.000	0.000	0.000	0.000		
City View	2	1	0	0	1	0.500	0.000	0.000	0.500		
Clark Lake Estates Div No. 01 & No. 02	32	20	12	1	7	0.625	0.375	0.031	0.219		
Coates	5	0	0	0	0	0.000	0.000	0.000	0.000		
Copper Hill	19	8	4	1	3	0.421	0.211	0.053	0.158		
Cornerstone	104	68	41	8	19	0.654	0.394	0.077	0.183		
Cottonwood	2	0	0	0	0	0.000	0.000	0.000	0.000		
Cottonwood Court	6	1	1	0	0	0.167	0.167	0.000	0.000		
Covington Plat	8	0	0	0	0	0.000	0.000	0.000	0.000		
Covington Pointe	11	1	1	0	0	0.091	0.091	0.000	0.000		
Crestview Tracts Div No. 03	1	1	1	0	0	1.000	1.000	0.000	0.000		
Crofton Hills	4	0	0	0	0	0.000	0.000	0.000	0.000		
Crowes	28	18	6	3	9	0.643	0.214	0.107	0.321		
Crown Terrace	1	0	0	0	0	0.000	0.000	0.000	0.000		
Crows 1st	1	0	0	0	0	0.000	0.000	0.000	0.000		
Diamond Acres	1	0	0	0	0	0.000	0.000	0.000	0.000		
Eagle Creek	48	12	6	3	3	0.250	0.125	0.063	0.063		
East Cofield	3	0	0	0	0	0.000	0.000	0.000	0.000		

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	STUDENTS				Student Generation Factor				
	Units	Total	Elem	MS	HS	Total	Elem	MS	HS
East Hill Gardens	1	0	0	0	0	0.000	0.000	0.000	0.000
Eastmont	25	3	1	0	2	0.120	0.040	0.000	0.080
El Cove	3	0	0	0	0	0.000	0.000	0.000	0.000
Erwin Estates	1	0	0	0	0	0.000	0.000	0.000	0.000
Fairhaven Div No. 3	2	0	0	0	0	0.000	0.000	0.000	0.000
Fairwood Park Div No. 06	1	0	0	0	0	0.000	0.000	0.000	0.000
Fern Crest Div No. 1	96	81	41	11	29	0.844	0.427	0.115	0.302
Fern Crest Div No. 2	75	78	42	15	21	1.040	0.560	0.200	0.280
Fern Crest Div No. 3	20	18	12	2	4	0.900	0.600	0.100	0.200
Fern Crest West	129	80	49	12	19	0.620	0.380	0.093	0.147
Fieldstone Div 02	26	13	7	4	2	0.500	0.269	0.154	0.077
Fisher Estates	2	1	0	0	1	0.500	0.000	0.000	0.500
Flower Court	31	6	3	0	3	0.194	0.097	0.000	0.097
Forest Ridge Court	13	1	1	0	0	0.077	0.077	0.000	0.000
Framar	2	0	0	0	0	0.000	0.000	0.000	0.000
Gage's Grove	22	12	5	1	6	0.545	0.227	0.045	0.273
Garrison Glen	6	1	1	0	0	0.167	0.167	0.000	0.000
Garrison Greens	17	7	1	3	3	0.412	0.059	0.176	0.176
Glennwood	3	2	0	1	1	0.667	0.000	0.333	0.333
Guinn Crest No. 02	2	0	0	0	0	0.000	0.000	0.000	0.000
Haley's Ridge	19	9	2	2	5	0.474	0.105	0.105	0.263
Hawkesbury Div No. 01	18	7	2	1	4	0.389	0.111	0.056	0.222
Highland Estates South	24	4	3	0	1	0.167	0.125	0.000	0.042
Highland Park Townhouses BSP	16	1	1	0	0	0.063	0.063	0.000	0.000
Highridge Terrace	3	0	0	0	0	0.000	0.000	0.000	0.000
Hill's Evergreen Estates	2	0	0	0	0	0.000	0.000	0.000	0.000
Hollywood	1	0	0	0	0	0.000	0.000	0.000	0.000
Homestead Acres Div No. 02 & 03	2	1	0	0	1	0.500	0.000	0.000	0.500
Homestead Hills Estates	1	0	0	0	0	0.000	0.000	0.000	0.000
Jerry's Place	1	0	0	0	0	0.000	0.000	0.000	0.000
Johnson Nels	4	1	0	0	1	0.250	0.000	0.000	0.250
Kam Singh	11	0	0	0	0	0.000	0.000	0.000	0.000
Kameloch	1	0	0	0	0	0.000	0.000	0.000	0.000
Kara III	7	3	3	0	0	0.429	0.429	0.000	0.000
Kent	1	0	0	0	0	0.000	0.000	0.000	0.000
Kent Scenic Park	1	0	0	0	0	0.000	0.000	0.000	0.000
Kent View	1	0	0	0	0	0.000	0.000	0.000	0.000
Kentara	43	7	4	3	0	0.163	0.093	0.070	0.000
Kentlake Highlands Div 1A	114	80	55	8	17	0.702	0.482	0.070	0.149
Kentlake Highlands Div 1B	123	68	52	6	10	0.553	0.423	0.049	0.081

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	STUDENTS				Student Generation Factor				
	Units	Total	Elem	MS	HS	Total	Elem	MS	HS
Kentlake Highlands Div 2	10	7	0	4	3	0.700	0.000	0.400	0.300
Kentlake Highlands Div 3	63	40	28	4	8	0.635	0.444	0.063	0.127
Kingsley Glen	1	3	1	0	2	3.000	1.000	0.000	2.000
Knells Knoll	1	0	0	0	0	0.000	0.000	0.000	0.000
Lake Desire Summer Home Trs	7	0	0	0	0	0.000	0.000	0.000	0.000
Lake Desire View	4	1	1	0	0	0.250	0.250	0.000	0.000
Lake Meridian Grove	1	0	0	0	0	0.000	0.000	0.000	0.000
Lake Meridian Point	30	17	7	3	7	0.567	0.233	0.100	0.233
Lake Morton Trs	12	3	0	1	2	0.250	0.000	0.083	0.167
Laurel Glen	17	16	4	3	9	0.941	0.235	0.176	0.529
Lexi's Landing	22	17	10	2	5	0.773	0.455	0.091	0.227
Littles	1	0	0	0	0	0.000	0.000	0.000	0.000
Lochows Lake Sawyer Trs	3	2	2	0	0	0.667	0.667	0.000	0.000
Maclyn	1	0	0	0	0	0.000	0.000	0.000	0.000
Malik Ridge	4	0	0	0	0	0.000	0.000	0.000	0.000
Manz	1	0	0	0	0	0.000	0.000	0.000	0.000
Maple Creek	17	0	0	0	0	0.000	0.000	0.000	0.000
Meadows at Lake Sawyer	20	6	2	1	3	0.300	0.100	0.050	0.150
Medallion of Kent	18	4	1	0	3	0.222	0.056	0.000	0.167
Meridian Pointe 12	12	4	0	0	4	0.333	0.000	0.000	0.333
Meridian Ridge Div 02	14	5	3	1	1	0.357	0.214	0.071	0.071
Meridian Trace	1	0	0	0	0	0.000	0.000	0.000	0.000
Meridian Valley Country Club	4	0	0	0	0	0.000	0.000	0.000	0.000
Meridiana No. 02 & No. 03	3	1	0	1	0	0.333	0.000	0.333	0.000
Millbrook Heights	16	19	11	4	4	1.188	0.688	0.250	0.250
Millers Northern View 3rd	1	2	2	0	0	2.000	2.000	0.000	0.000
Misty Meadows	1	0	0	0	0	0.000	0.000	0.000	0.000
Morford Meadows South	5	0	0	0	0	0.000	0.000	0.000	0.000
Morgan's Creek	13	10	6	2	2	0.769	0.462	0.154	0.154
Morgan's Place	45	22	14	1	7	0.489	0.311	0.022	0.156
Mountain View Vista	21	2	1	1	0	0.095	0.048	0.048	0.000
Mountaintop Lane	1	0	0	0	0	0.000	0.000	0.000	0.000
Mulder Plat	25	31	18	4	9	1.240	0.720	0.160	0.360
North Park	1	0	0	0	0	0.000	0.000	0.000	0.000
North Parke Meadows	46	36	19	9	8	0.783	0.413	0.196	0.174
North Shore of Lake Sawyer	8	0	0	0	0	0.000	0.000	0.000	0.000
Oakleigh Div 1 & Div 2	43	3	3	0	0	0.070	0.070	0.000	0.000
Olympic Peak Estates	27	6	4	0	2	0.222	0.148	0.000	0.074
Pandher Glen	10	8	5	1	2	0.800	0.500	0.100	0.200
Panther Lake Garden Trs	3	0	0	0	0	0.000	0.000	0.000	0.000

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	STUDENTS				Student Generation Factor				
	Units	Total	Elem	MS	HS	Total	Elem	MS	HS
Parkview	44	19	12	2	5	0.432	0.273	0.045	0.114
Pierces First	1	0	0	0	0	0.000	0.000	0.000	0.000
Pine Lake South	3	0	0	0	0	0.000	0.000	0.000	0.000
Pine Tree Farms	9	2	0	1	1	0.222	0.000	0.111	0.111
Plateau at Panther Lake	101	87	49	16	22	0.861	0.485	0.158	0.218
Rainier Vista at Jenkins Creek	137	48	24	11	13	0.350	0.175	0.080	0.095
Reserve at Maple Valley	60	5	5	0	0	0.083	0.083	0.000	0.000
Reserve	1	0	0	0	0	0.000	0.000	0.000	0.000
Ridge at Garrison Creek	22	16	6	4	6	0.727	0.273	0.182	0.273
Ridge at Lake Sawyer Div II	21	5	2	1	2	0.238	0.095	0.048	0.095
Ridge at Lake Sawyer	20	5	5	0	0	0.250	0.250	0.000	0.000
Ridge at Panther Lake Div I	80	53	26	8	19	0.663	0.325	0.100	0.238
Roses Meadow	2	0	0	0	0	0.000	0.000	0.000	0.000
Royal Crest Estates	16	12	8	1	3	0.750	0.500	0.063	0.188
Ruddell's 3rd	1	0	0	0	0	0.000	0.000	0.000	0.000
Schuer Estates	13	2	0	1	1	0.154	0.000	0.077	0.077
Selbourne Lane	15	0	0	0	0	0.000	0.000	0.000	0.000
Shady Lake	17	5	2	2	1	0.294	0.118	0.118	0.059
Smiths R O Orchard Trs	2	0	0	0	0	0.000	0.000	0.000	0.000
Soos Creek Five Acre Tracts	3	1	1	0	0	0.333	0.333	0.000	0.000
Soos Creek Park	2	0	0	0	0	0.000	0.000	0.000	0.000
Sophia Glenn	57	16	12	2	2	0.281	0.211	0.035	0.035
Spring Brook Five-Acre Trs	24	13	8	3	2	0.542	0.333	0.125	0.083
Starcrest 2nd	1	0	0	0	0	0.000	0.000	0.000	0.000
Star Meadow	1	0	0	0	0	0.000	0.000	0.000	0.000
Suncrest	1	0	0	0	0	0.000	0.000	0.000	0.000
Sunniford	55	38	25	5	8	0.691	0.455	0.091	0.145
Sunny Hill No. 02	2	0	0	0	0	0.000	0.000	0.000	0.000
Tahoma Vista	19	6	4	1	1	0.316	0.211	0.053	0.053
Talbot Ridge Estates	22	1	1	0	0	0.045	0.045	0.000	0.000
Terrace Park 10-Acre Trs	2	0	0	0	0	0.000	0.000	0.000	0.000
Timberlane Estates Div No. 01	1	0	0	0	0	0.000	0.000	0.000	0.000
Troviotsky Park Div 01 & Div 02	19	27	11	7	9	1.421	0.579	0.368	0.474
Uneedan Orchard Trs	31	6	2	3	1	0.194	0.065	0.097	0.032
Verde Mesa	1	0	0	0	0	0.000	0.000	0.000	0.000
Vfla Real	128	38	23	5	10	0.297	0.180	0.039	0.078
Village Creek Estates	31	24	15	3	6	0.774	0.484	0.097	0.194
Vista Park	2	0	0	0	0	0.000	0.000	0.000	0.000
Walther's	2	5	3	1	1	2.500	1.500	0.500	0.500
Washington Central Imp	17	2	1	0	1	0.118	0.059	0.000	0.059

EXHIBIT B
ORDINANCE NO. 18-2016

2017 KENT SCHOOL DISTRICT IMPACT FEE SCHEDULE

Single-family, per dwelling unit	\$5,100.00
Multi-family, per dwelling unit	\$2,210.00

SUBJECT: PUBLIC HEARING, RECEIVE COMMENTS, AND CONSIDER ORDINANCE ON INTERIM ZONING REGULATIONS IN COVINGTON MUNICIPAL CODE (CMC) TITLE 18.55 REGARDING TEMPORARY AND PERMANENT SIGNS.

RECOMMENDED BY: Richard Hart, Community Development Director
Sara Springer, City Attorney

ATTACHMENT(S):

1. Proposed ordinance establishing interim zoning regulations for temporary and permanent signs for six months.
2. Interim regulations governing temporary and permanent signs in CMC 18.55.

PREPARED BY: Richard Hart, Community Development Director
Sara Springer, City Attorney

EXPLANATION:

Background

City staff has been working on the proposed revisions to our sign code for about 18 months. In 2015, the US Supreme Court issued a decision in *Reed v Town of Gilbert*, a suburban city in the Phoenix, Arizona metropolitan area, that has provided new guidance for all cities and counties across the country. At question is the major issue of content neutrality of local jurisdiction's sign regulations. City staff has held several study sessions with the city council to develop the goals, objectives, and purpose of new sign regulations, which is an important step required by the Supreme Court decision to lay the framework for content neutral sign regulations. City staff has also held several discussion sessions with the planning commission to review progress on the proposed sign code revisions. City staff also held a discussion with the city council on October 11, 2016 to review the proposed interim sign code regulations for both temporary and permanent signs. At this point city staff has concluded it is best to adopt interim sign code regulations for six months that are content neutral and address the specific points of temporary signs, as they were the major issue involved with the Supreme Court decision of *Reed v Town of Gilbert*.

Process for Interim Regulations

City staff has now chosen to follow an approach of adopting interim sign regulations for six months for both temporary signs and permanent signs. The major focus of the interim regulations is for temporary signs. The interim regulation process will involve a public hearing before the city council on October 25, 2016. During the six months of interim regulations, staff will conduct an extensive public outreach program with planning commission participation to involve a variety on interest groups, provide education on the proposed regulations, and listen to feedback on the specific numerical provisions for governing signs. After that task, the planning commission will hold their required public hearing on the permanent sign regulations and make their final recommendation to the city council in 2017.

Public Hearing and Discussion of Interim Sign Regulations

The accompanying draft of the proposed interim sign code regulations is the version that will be in effect for six months until May 2, 2017, unless the interim regulations are extended or until permanent regulations are adopted. The intent of tonight's meeting is to hold a public hearing on the proposed interim regulations, take public comments, and consider the ordinance adopting interim regulations.

FISCAL IMPACT:

Staff time to respond to inquiries and administer and enforce the interim sign regulations.

CITY COUNCIL ACTION: X Ordinance Resolution Motion Other

**Councilmember _____ moves, and councilmember
_____ seconds, to pass an ordinance, in substantial form as that
presented, to establish interim zoning regulations for temporary and
permanent signs until May 2, 2017.**

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

ORDINANCE NO. 19-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO TEMPORARY AND PERMANENT SIGNS; ESTABLISHING INTERIM ZONING REGULATIONS FOR TEMPORARY AND PERMANENT SIGNS; ADMINISTRATION AND PERMITTING, AND ENFORCEMENT IN THE COVINGTON MUNICIPAL CODE (CMC) TITLE 18.55; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2015 the Supreme Court issued a decision in Reed v. Town of Gilbert that has provided guidance for all cities and counties in revising and updating their sign codes; and

WHEREAS, the planning commission and city council have discussed the issue of revising the city's existing sign code provisions to meet the guidelines of Reed v. Town of Gilbert; and

WHEREAS, the city staff has held several study sessions with the city council to develop goals, objectives and purpose of new sign regulations, which is an important step required by the Supreme Court decision to lay the framework for content neutral signs; and

WHEREAS, the city staff has also held several discussions and work sessions with the planning commission to review progress on the proposed sign code revisions to CMC TITLE 18.55; and

WHEREAS, the city staff held a discussion with the city council on October 11, 2016 to review the proposed interim sign code revisions for both temporary and permanent signs; and

WHEREAS, the City deems it in the public interest to impose interim zoning regulations for a period of six-months in order to investigate this issue further and obtain public input and comment; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to adopt interim land use regulations and official controls, and the Covington City Council deems it to be in the public interest to adopt the regulations set forth in this ordinance under this authority; and

WHEREAS, a public hearing was held on the regulations set forth in this ordinance on October 25, 2016, and the Council has weighed the testimony received; and

WHEREAS, during the six months of the adoption of the interim zoning regulations, the city staff and planning commission will conduct extensive public outreach and hearings on the proposed interim sign code regulations and make a final recommendation to the city council for

adoption of permanent regulations based upon the extensive public outreach, hearing and public comments; and

WHEREAS, nothing in this ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law;

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

Section 1. Findings of Fact. In accordance with RCW 35A.63.220 and RCW 36.70A.390, which require the City Council to adopt findings of fact justifying the adoption of interim zoning regulations, the “WHEREAS” clauses set forth above are hereby adopted as the City Council’s findings of fact in support of the interim zoning regulations imposed by this ordinance. The City Council may adopt additional findings in the event that additional evidence is presented to the City Council.

Section 2. Interim Regulations Established. Notwithstanding the existing provisions of the Covington Municipal Code, the City hereby establishes the following interim zoning regulations for both temporary and permanent signs, as defined herein, and are the sole means of establishing temporary and permanent signs within the City as provided in Exhibit A.

Section 3. Work Plan. City staff is hereby directed to implement the following work plan during the interim period. Staff is directed to review existing laws and regulations applicable to temporary and permanent signs and to monitor federal and state court cases related to Reed v. Town of Gilbert. Staff is also encouraged to review and consider the experiences of other jurisdictions dealing with similar sign code regulations.

Section 4. 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 5. 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 6. Corrections. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 7. Declaration of Emergency - Effective Date. The Covington City Council declares that an emergency exists necessitating that this ordinance become effective immediately for the protection of the public health and safety, public peace, and public property. This ordinance shall take effect immediately upon passage.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON,
WASHINGTON, at a regular meeting thereof this 25th day of October, 2016.

Mayor Jeff Wagner

EFFECTIVE: October 25, 2016

PUBLISHED: October 28, 2016

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

****PROPOSED INTERIM SIGN CODE** v.3**

Track Changes represent edits pursuant to feedback from the planning commission at their Oct. 6th meeting and the city council at their Oct. 11th city council meeting.

*Section numbers and headings have been corrected and updated from v.2 but are not shown in track changes to help with ease of review.

**CHAPTER 18.55
SIGNS**

PART I: GENERAL PROVISIONS

- 18.55.010 Intent and purpose.
- 18.55.020 Applicability and exclusions.
- 18.55.030 Interpretation; ~~severability~~.
- 18.55.040 Definitions.

18.55.010 Intent and purpose.

(1) Intent. Signs have a strong visual impact on the character and quality of the community. As a prominent part of the scenery, they attract or repel the viewing public, affect the safety of vehicular traffic, and their suitability or appropriateness helps to set the tone for the community. Because the city relies upon its physical setting and beauty to attract commerce, aesthetic considerations assume economic value. It is the intent of the city, through this Chapter, to protect and enhance both the city's residential character and its economic base through the provision of appropriate and aesthetic signage. In addition, it is the intent of the city to limit the size, type and location of signs in order to minimize their distracting effect on drivers and thereby improve traffic safety.

(2) Purpose. The purpose of this Chapter is to promote the public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements. This chapter has also been adopted to:

- (a) Promote and accomplish the goals, policies, and objectives of the city's comprehensive plan and zoning code, and the city council's vision, mission, and goals statement;
- (b) Provide minimum standards in order to safeguard life, health, property, and public welfare, and promote traffic safety by controlling the design, quality of materials, construction, illumination, size, location, and maintenance of signs and sign structures, and discouraging excessive numbers of signs;

- (c) Recognize free speech rights by regulating signs in a content-neutral manner;
- (d) Promote the free flow of traffic and protect pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting and/or illegible signage;
- (e) Promote a positive visual image of the city and protect the beauty of the city's built environment by encouraging signs that are compatible with the architectural style, characteristics, and scale of the building to which they may be attached, appropriate to the size of the subject property and amount of street frontage adjacent to the subject property, and to encourage signs that are compatible with adjacent buildings and businesses;
- (f) Protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape;
- (g) Provide consistent sign design standards;
- (h) Protect and encourage creative and innovative approaches to signage, and signs that are of a quality design, pleasing in appearance, and are appropriate in size, materials and illumination to the surrounding neighborhood or commercial district;
- (i) Provide an improved visual environment for the citizens of and visitors to the city;
- (j) Adopt clear, understandable regulations which will assure equal protection and fair treatment under the law through consistent application of the regulations and consistent enforcement of this chapter;
- (k) Balance both public and private business needs with the specific objectives of creating a community with an unmatched quality of life and strong focus on economic well-being, aesthetics, community and family, the environment, and public infrastructure;
- (l) Support and enhance the economic well-being of all businesses within the city, and in particular recognize the needs of all businesses to identify their premises and advertise their products and services;
- (m) Recognize that the aesthetic value of the total environment affects economic values, and that unrestricted proliferation of signs can and does detract from the economic value of the community; and
- (n) Prohibit the use of billboard signs recognizing that billboards affect the aesthetic value of the community thereby reducing property values and impacting traffic safety because of the distraction that is created by large signage along public rights-of-way.

18.55.020 Applicability and exclusions.

(1) **Applicability.** This chapter applies to all signs within the jurisdictional limits of the city that are visible from any right-of-way or public place, regardless of the type or nature.

(2) **Exclusions.** The following signs are ~~excluded~~ exempted from the regulations and requirements of this chapter, but may be subject to regulation under other portions of the CMC.

- (a) Signs that are not visible from any public right-of-way, ~~or~~ public place, or another property.
- (b) Signs inside a building; however, signs inside windows are not exempt.
- (c) Signs required by local, state, or federal law if the sign is no more than thirty-two square feet (32 sq. ft.) in area or is painted directly on pavement. Such signs include building addresses, development review or construction review public notices, and commercial parking facility posting.
- (d) Government signs. Signs installed by the city, county, or a federal or state governmental agency for the protection of the public health, safety, and general welfare, including, but not limited to, the following:
 - (i) Emergency and warning signs necessary for public safety or civil defense;
 - (ii) Traffic and/or wayfinding signs erected and maintained by an authorized public agency;
 - (iii) Signs required to be displayed by law;
 - (iv) Signs showing the location of public facilities; and
 - (v) Any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect the public health, safety, and general welfare.
- (e) Vehicles with signs. Any sign on a vehicle, unless such vehicle is regularly parked in any prominently visible location from public right-of-way or other public space for the primary purpose of attracting public attention to the sign.
- (f) Public art, as defined by CMC 18.55.040.

18.55.030 Interpretation; severability. This chapter is not intended to, and shall not be interpreted to, restrict speech on the basis of its content, viewpoint, or message. Any classification of signs in this

chapter which purports to permit speech by reason of the type of sign or identity of the sign user, or otherwise, shall be interpreted to allow either commercial or non-commercial speech on the sign. No part of this chapter shall be construed to favor commercial speech over non-commercial speech.

Severability. [Editor's note: The CMC has a universal severability provision under CMC 1.01.100]

18.55.040 Definitions.

The following words, terms, and phrases, when used in this chapter, shall have meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Any word term or phrase used in this chapter that is not defined in this section shall have the meaning ascribed to it in Chapter 18.20 CMC:

- (1) "Abandoned sign" means any sign remaining in place after a sign has not been maintained, ~~for a period of ninety (90) or more consecutive days~~ or if the activity conducted on the subject property ceases, ~~for one hundred and eighty (180) or more~~ consecutive days.
- (2) "Administrator" means the City Manager or his/her designee.
- (3) "Animated ~~or moving~~ sign" means any sign, or any portion of the sign, that uses movement (e.g. rotates, moves up and down, or moves in some manner), by either natural or mechanical means, or changes of lighting, either natural or artificial, to depict action to create a special effect or scene. Changeable copy signs, as defined in subsection (9) herein, and electronic changeable message signs, as defined in subsection (12) herein, are not considered animated signs for the purposes of this chapter.
- (4) "Awning or canopy sign" means a nonelectric sign on the vertical surface or flap that is printed on, painted on, or attached to an awning or canopy.
- (5) "Balloon" means a decorative inflatable device generally composed of a thin layer of latex or mylar, into which a gas (typically helium) is inserted in order to cause it to rise or float in the atmosphere. (See also "inflatable sign.")
- (6) "Banner" ~~means a sign made of fabric or any non-rigid material with or without an enclosed framework.~~ means a sign made of fabric or other similar non-rigid material with no enclosing framework or electrical components that is supported or anchored on two or more edges or at all four corners. Banners also include non-rigid signs anchored along one edge, or two corners, with weights installed that reduce the reaction of the sign to wind.
- (7) "Building-mounted signs" means any sign attached to the face of a building including without limitation wall signs, marquee signs, under canopy signs, and projecting signs.
- (8) "Canopy sign." See "awning or canopy sign."
- (9) "Changeable copy sign" means a sign whose content can be changed or altered (without changing or altering the sign frame, sign supports, or electrical parts) by manual, electric,

electromechanical, or electronic means. A sign on which the message changes more than eight (8) times a day shall be considered an electronic changeable message sign and not a changeable copy sign for the purposes of this chapter.

(10) “Copy” means the graphic content of a sign surface, ~~in either permanent or removable letter, pictographic, symbolic, or alphabetic form.~~

(11) “Electrical sign” means a sign or sign structure in which electrical wiring, connections, or fixtures are used.

(12) “Electronic changeable message sign” means an electronically activated sign ~~whose message with~~ content, ~~either whole or in part, that~~ is changed, ~~either in whole or in part,~~ more than eight times a day by means of electronic programming.

(13) “Exposed building face” means the building exterior wall of a single occupant building or the building exterior wall of an individual tenant’s leased space in a multi-tenant complex viewed as a vertical plane between the finished grade and the ridge of a pitched roof above it, top of parapet, etc. This vertical plan will be used to calculate the sign area for building-mounted signs. In the case of an interior business without a separate exterior entrance, the exposed building face will be the vertical plane of the entrance wall measured between the floor and ceiling. As an option, for those businesses having oblique walls the exposed building face is that area between the finish grade and the ridge or top of parapet which is shown on the elevation drawing submitted with the required drawings for a building permit.

(14) “Facade” means the entire building face including the parapet.

(15) “Festoons” means a string of ribbons, tinsel, small flags, or pinwheels.

(16) “Flag” means any piece of cloth of individual size, color and design, hoisted on a pole permanently affixed to the ground or displayed via a pole bracket permanently affixed to a building. If any dimension of the flag is more than three times (3x) as long as any other dimension, it is classified and regulated as a banner regardless of how it is anchored or supported.

(17) “Flashing sign” means a sign when any portion of it changes light intensity, switches on and off in a constant pattern (i.e. strobe lights), or contains moving parts or the optical illusion of motion caused by use of electrical energy or illumination. Changeable copy signs, as defined in subsection (9) herein, and electronic changeable message signs, as defined in subsection (12) herein, are not considered animated signs for the purposes of this chapter.

(18) “Freestanding sign” means a sign on a frame, pole, or other support structure that is not attached to any building, a sign supported permanently upon the ground by poles, pylons, braces or a solid base and not attached to any building. ~~Freestanding signs include those signs otherwise known as “pedestal signs,” “pole signs,” “pylon signs,” “monument signs,” and “ground signs.”~~

- (19) “Frontage, building” means the length of an outside building wall.
- (20) “Frontage, property” means the length of the property line along the public right-of-way on which it borders.
- (21) “Graffiti” means an inscription of symbols, works, or pictures by painting, spray painting or other means of defacing public or private property.
- (22) “Government sign” means any temporary or permanent sign erected and maintained by any special purpose district, school district, City, ~~c~~County, ~~s~~State, or ~~f~~Federal government for designation of or direction to any school, hospital, hospital site, property, or facility, including without limitation traffic signs, directional signs, warning signs, informational signs, and signs displaying a public service message.
- (23) “Height” means the vertical distance measured from the highest point of the sign to the grade of the adjacent street or the surface grade beneath the sign, whichever is less.
- (24) “Illuminated sign” means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.
- (25) “Inflatable sign” means a sign that is inflated by some means and used to attract attention. These signs include large single displays or a display of smaller balloons connected in some fashion to create a larger display.
- (26) “Kiosk” means a freestanding sign, which may have a round shape or which may have two or more faces.
- (27) “Lawn sign” means a freestanding sign made of lightweight materials such as cardboard or vinyl that is supported by a frame, pole, or other support structure placed directly in the ground without foundation or other anchor.
- (28) “Maintenance” means the cleaning, painting, and minor repair of a sign in a manner that does not alter the basic copy, design, or structure of the sign.
- (29) “Marquee sign” means any sign attached to or supported by a marquee, which is a permanent roof-like projecting structure attached to a building.
- (30) “Monument sign (ground sign)” means a freestanding sign having the appearance of a solid base of landscape construction materials such as brick, stucco, stonework, textured wood, tile or textured concrete materials harmonious with the materials of the primary structure on the subject property.
- (31) “Multi-tenant complex” means a complex containing two (2) or more uses or businesses.

- (32) “Neon (outline tubing) sign” means a sign consisting of glass tubing, filled with neon gas, or other similar gas, which glows when electric current is sent through it.
- (33) “Nonconforming sign” means any sign that was constructed, erected, and maintained in conformance with the King County or the City of Covington rules and regulations in effect at the time of establishment and use that no longer conforms to the rules and regulations of this chapter.
- (34) “Off-site sign” means a sign relating, through its message and content, to a commercial activity, use, product, or service not available on the property on which the sign is located.
- (35) “On-site sign” means a sign which contains content strictly limited to a lawful use on the property on which the sign is located.
- (36) “Person” means any individual, corporation, association, firm, partnership, or other legal entity.
- (37) “Pedestal sign” means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases shall be equal to at least fifty percent (50%) of the sign width.
- (38) “Pole or pylon signs” means freestanding signs supported permanently upon the ground by poles or braces and not attached to any building.
- (39) “Portable sign” means a sign that is not permanently affixed and is designed for or capable of being moved, except those signs explicitly designed for people to carry on their persons or that are permanently affixed to motor vehicles. Portable signs include A-frame signs, portable reader boards, and similar signs. any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building. Portable signs differ from temporary signs in that portable signs are made of durable materials such as metal, wood, or plastic.
- (40) “Projecting sign” means a sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.
- (41) “Public art” means original artwork which is accessible to the public and/or public employees, and which has been approved as public art by the City.
- (42) “Public right-of-way” means land owned, dedicated, or conveyed to the public; used primarily for the movement of vehicles, wheelchair, and pedestrian traffic; and land privately owned, used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, so long as such privately owned land has been constructed in compliance with all applicable laws and standards for a public right-of-way.
- (43) “Roadway” means the portion of a street that is improved for motor vehicular or bicycle travel. Roadway includes vehicle travel lanes and on-street parking areas. Roadway does not include area devoted to curbs, parking strips, or sidewalks.

(44) “Roof sign” means any sign erected above the eaves or on the roof of a building or structure.

(45) “Sight distance requirements” means the area at intersections and site access points where the height of all structures and landscaping is regulated.

(46) “Sign” means any medium, including structural and component parts, that is used or intended to be used to attract attention to the subject matter for advertising, identification, or informative purposes. The scope of the term ‘sign’ does not depend on the content of the message or image conveyed.

(47) “Sign area” means the entire area of a sign on which graphics, letters, figures, symbols, trademarks and/or written copy is placed, excluding sign structure, architectural embellishments and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or written copy; provided, however, that individual letters, numbers or symbols using a canopy, awning or wall as the background, without added decoration or change in the canopy, awning or wall, have sign area calculated by measuring the perimeter enclosing each letter, number or symbol and totaling the square footage of these perimeters.

(48) “Sign face” means the area of a sign on which the graphics, letters, figures, symbols, trademark or written copy is placed.

(49) “Temporary sign” means a sign placed on a structure or the ground for a specifically limited period of time as provided in CMC 18.55.140 – 200. any sign that is to be displayed for a limited period of time only, including but not limited to, banners, fabric signs, and festoons of lights. A temporary sign may be of rigid or non-rigid construction.

(50) “Tenant space” means a portion of a structure occupied by a single commercial lease holder with its own public entrance from the exterior of the building or through a shared lobby, atrium, mall, or hallway and separated from other tenant spaces by walls.

(51) “Vacant lot” means any parcel of land that is without a primary use or structure.

~~(51)~~(52) “Wall sign” means either a sign applied with paint or similar substance on the surface of a wall or a sign attached essentially parallel to and extending not more than twenty-four (24) inches from the wall of a building with no copy on the side or edges.

~~(52)~~(53) “Window signs” mean all signs located inside and affixed to a window and intended to be viewed from the exterior of the structure.

PART II: ADMINISTRATION

18.55.050	Prohibited signs.
18.55.060	Sign permits—Exemptions.
18.55.070	Sign permits—Temporary signs on commercial properties.
18.55.080	Reserved.
18.55.090	Sign permits—Permanent signs.
18.55.100	Sign variances.
18.55.110	Maintenance; removal.
18.55.120	Nonconforming signs.
18.55.130	Compliance and enforcement.

18.55.050 Prohibited signs.

Unless otherwise provided for in this chapter, no person shall erect, alter, maintain, or relocate any of the following signs in the city and existing signs must be removed:-

(1) **Animated signs.** ~~Any animated sign as defined by CMC 18.55.040(3). Any sign in which the sign body or any portion of the sign rotates, moves up and down, or moves in some manner, whether by mechanical or any other means.~~ This includes any sign animated by any means, including, but not limited to, fixed aerial displays, balloons, pennants, spinners, propellers, whirling, or similar devices designed to flutter, rotate, or display other movement under the influence of the wind, including flag canopies, ~~not otherwise allowed in CMC 18.55.XXX,~~ streamers, tubes, or other devices affected by the movement of air or other atmospheric or mechanical means.

(2) **Nuisance signs.** Any signs which emits smoke, visible particles, odors, and/or sound, except that speakers in signs on the premises of a drive-through facility shall be allowed.

(3) **Flashing signs.** ~~Any flashing sign as defined by CMC 18.55.040(17). A sign, unless allowed under the provisions of CMC 18.55.xxx, that contains an intermittent or flashing light source, or a sign that includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Flashing light sources are prohibited. Electronic message center signs and digital signs are allowed under the provisions of Section 18.55.xxx.~~

(4) **Hazardous signs.** Any sign that is dangerous or confusing to motorists and pedestrians on the public right-of-way, including any sign which by its color, wording, design, location, or illumination resembles or conflicts with any official traffic control device or which otherwise impedes the safe and efficient flow of traffic, ~~is prohibited.~~

(5) **Impediment to ingress and egress.** No sign may impede free ingress and egress from any door, window, or exit way required by building and fire regulations.

(6) **Permanent signs on vacant lots, parcels, or easements.** No permanent sign shall be located on a vacant lot, parcel, or easement. No permanent sign shall be located on a lot, parcel, or easement as

the principal use of that lot, parcel, or easement. Signs may only be established as an accessory use to a principally permitted use.

- (7) Portable signs on wheels (trailer signs) and outdoor electric portable signs.
- (8) Abandoned signs.
- (9) Signs on or within medians, roundabouts, utility poles, lampposts, traffic poles and signals, and street trees in the public right-of-way or on or within other public property or structures, except as allowed pursuant to CMC 18.55.190XXX.
- (10) Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of providing signs not otherwise allowed by this chapter.
- (11) Signs erected, constructed, or structurally altered that are required to have a permit that were erected, constructed, or altered without a permit.

18.55.060 Sign permits—Exemptions.

The following signs, and activities relating to signs, are exempt from the permitting requirements of this chapter:

- (1) Changes to the face or copy of changeable copy signs, digital signs, and electronic messaging signs, provided such changes do not change the material or appearance of the sign as originally permitted by the city.
- (2) The normal repair and maintenance of conforming or legal nonconforming signs.
- (3) Temporary signs meeting the requirements in this chapter, except for those required to be permitted pursuant to CMC 18.55.070.
- (4) Any signs required to be posted pursuant to the Covington Municipal Code or any other local, state, or federal regulation.
- (5) Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to CMC 18.55.050.or mobile unit is regularly parked in any prominently visible location for the primary purpose of attracting public attention to the sign.

18.55.070 Sign permits—Temporary signs on commercial properties.

- (1) **Permit required.** No person shall erect, alter, or relocate any temporary sign allowed on a commercial property, pursuant to CMC 18.55.070, without first receiving an approved temporary sign permit from the City pursuant to the requirements herein.

(2) **Review type.** The review and approval of temporary sign permits is a Type I land use decision that shall be processed pursuant to Chapter 14.30 CMC, as amended.

(3) **Application.** Applications for temporary sign permits shall be submitted to the City on forms provided by the City.

(4) **Fee.** The applicable permit application fee, pursuant to the City's current fee resolution in effect at the time of application, shall be paid upon submission of each temporary sign permit application.

18.55.080 Reserved.

18.55.090 Sign permits—Permanent signs.

(1) **Permit Required.** Except as provided for under CMC 18.55.060, no person shall erect, alter, or relocate any permanent sign without first receiving an approved sign permit from the City pursuant to the requirements herein.

(2) **Review Type.** The review and approval of permanent sign permits is a Type II land use decision that shall be processed pursuant to Chapter 14.30 CMC, as amended.

(3) **Application Requirements.** To issue a Determination of Completeness, a complete permit application for permanent signs shall consist of the following:

- (a) Application form. A completed permanent sign permit application shall be submitted on a form provided by the City. If the applicant is not the property owner, then the property owner must be identified, and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.
- (b) Building elevation/site plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign and drawings or photographs which show the scale of the sign in context with the building. Freestanding signs require a site plan indicating the proposed sign location as it relates to property lines, adjacent streets, and adjacent buildings.
- (c) Scaled design drawing. A colored rendering or scaled drawing including dimensions of all sign faces and descriptions of materials to be used, including color samples.
- (d) Scaled installation drawing. A scaled drawing that includes the sign description, proposed materials, size, weight, manner of construction, and method of attachment, including all hardware necessary for proper sign installation.

(e) Lighting. A drawing indicating the location and fixture type of all exterior lighting for the proposed sign. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards in ~~CMC 18.55.xxx~~[this chapter](#).

(f) Fees. The applicable permit application fee, pursuant to the City's current fee resolution in effect at the time of application, shall be paid upon submission of the sign permit.

(4) Criteria for Approval.

(a) Sign permit applications shall be reviewed by the Community Development Director for consistency with the standards in this chapter, according to the sign type and all other applicable regulations. A sign permit shall not be issued unless the Director makes findings that the criteria applicable to each sign type, as well as the general standards in this chapter, are satisfied. Sign permit applications shall be reviewed by the Building Official for consistency with the Building Code.

(b) Other criteria for approval. In addition to the above, the Director shall make written findings that the sign meets all of the criteria in this chapter for sign placement, maximum height, location on the property, zone, etc.

(5) Notice of Final Decision. A Notice of Decision incorporating the decision on the sign permit application shall issue not more than one hundred and twenty (120) days after issuance of the Determination of Completeness.

(6) Expiration of Permit. A permanent sign approved under a permanent sign permit must be installed within one hundred and eighty days (180) days of issuance of the permit or the permanent sign permit will expire. No sign may be erected if a sign permit has expired.

18.55.100 Sign variances.

(1) Approval Required. A variance may be granted from the strict application of the regulations in this chapter which apply to:

(a) sign placement on a parcel or building frontage;

(b) sign area; or

(c) sign height, as regulated in this chapter.

A variance may not be granted to allow any prohibited signs or prohibited sign features, as described in CMC 18.55.~~050XXX~~, or for any other purpose not listed in this subsection (1).

(2) Review Type. Sign variances under this section shall be processed as a Type II land use decision pursuant to the procedures as set forth in Chapter 14.30 CMC, as amended.

(3) Need for Sign Permit, Consolidation of Processing. A sign variance application may be submitted before or concurrent with the associated sign permit application. No sign permit application requiring a variance for issuance will be processed without a sign variance application.

(4) Application Requirements. A complete sign variance application shall consist of the following:

- (a) Application form. A completed sign variance application on a form provided by the city. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign variance application and for the installation/posting of the sign on the property owner's property.
- (b) Sign Permit Application (all of the application materials required by CMC 18.55.090XXX); provided that ~~However~~, the applicant may submit a variance application without a sign permit application as provided in subsection (2) above.
- (c) A narrative report which describes the requested variance in detail. The report shall identify all of the sections of this Chapter from which the applicant is requesting the variance, as well as the nature and extent of the variance (in area, location on the property, height).
- (d) The narrative report shall also include the applicant's description of the manner in which the sign variance satisfies all of the variance criteria in subsection (5) below.
- (e) Fees. The applicable permit application fee, pursuant to the city's current fee resolution in effect at the time of application, shall be paid upon submission of the sign permit.

(5) Criteria for Approval. To approve any sign variance, the Director must make written findings to show that all of the following criteria have been met:

- (a) The request for a sign variance is due to unusual conditions pertaining to sign visibility needs for a specific building or lot; and
- (b) The sign will not create a hazard; and
- (c) The sign will not violate any state statute or any city code provision (other than the provisions identified in this chapter relating to signs); and
- (d) The sign will not negatively affect adjacent property; and
- (e) The sign will be in keeping with the general character of the surrounding area and the granting of the variance would not result in an alteration of the essential character of the surrounding

area; and

- (f) The proposed variance is consistent with the purposes and intent of the zoning code and the purposes of this chapter; and
- (g) The variance is consistent with the city's comprehensive plan; and
- (h) The applicant has established that there are practical difficulties in complying with the provision(s) of this chapter and that the proposed sign is a reasonable use of the property (economic considerations alone do not constitute practical difficulties.); and
- (i) The plight of the applicant is due to circumstances unique to the property, which were not created by the applicant or landowner; and
- (j) The variance will not permit any sign or use that is not allowed in the zoning district where the affected land is located, nor will it allow any sign or sign feature prohibited under CMC 18.55.050XXX.

(6) Notice of Final Decision. A Notice of Decision incorporating the decision on the variance application shall issue not more than one hundred and twenty (120) days after issuance of the Determination of Complete Application.

(7) Expiration of Variance. If the variance is approved, the sign identified in the variance must be installed within one hundred and eighty (180) days or the variance will expire. No sign may be erected if there is no sign permit for the sign, or if the variance or the sign permit has expired.

18.55.110 Maintenance; removal.

(1) Maintenance Required.

- (a) It is unlawful for any owner of record, lessor, lessee, manager, or other person having lawful possession or control over a building, structure, or parcel of land to fail to maintain any signs on the building, structure, or parcel in compliance with this chapter and any other applicable provisions of the Covington Municipal Code. Failure to maintain a sign constitutes a violation of this chapter and shall be subject to enforcement under the enforcement provisions of this chapter.
- (b) Sign maintenance. All signs, whether or not in existence prior to adoption of this chapter, shall be maintained and kept in good repair and in a safe condition at all times. Maintenance of a sign shall include, but is not limited to, periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked, or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued

for its installation, if required, and the provisions of this chapter.

(2) Removal.

- (a) Every person maintaining a sign must, upon vacating the premises where a sign is maintained, remove or cause to be removed said sign within ~~thirty (30)~~ one hundred and eighty (180) days from the date of vacating the premises. When the Director determines that said sign has not been removed within said ~~30-day~~ period, the Director shall remedy said violation and enforce of the provisions of this chapter in accordance with the enforcement provisions of this chapter.
- (b) Any vacant and/or unused sign support structures, angle irons, sign poles, or other remnants of old signs which are currently not in use, or are not proposed for immediate reuse by a sign permit application for a permitted sign, shall be removed. In addition to the remedies in Chapter 1.30 CMC, the Director shall have the authority to require the repair, maintenance, or removal of any sign or sign structure which has become dilapidated or represents a hazard to the safety, health, or welfare of the public, at the cost of the sign and/or property owner.
- (c) Any sign posted in violation of this chapter on public property or on public rights-of-way shall be subject to summary removal by the City.
- (d) Any person responsible for any posting made in violation of this chapter shall be liable to the City for the costs incurred by the City in removal thereof and, in event of failure to pay, for billing and collection charges, including reasonable attorneys' fees.
- (e) The Director is authorized to affect the collection of the removal costs incurred by the City, and, if the charge is not paid promptly, interest and the costs of collection, including reasonable attorneys' fees. Costs include, but are not limited to, direct labor, material and equipment costs, as well as department and general City overhead costs attributable to the removal of signs and to identifying the responsible person or persons and collecting from them the costs of removal.

18.55.120 Nonconforming signs.

(1) Legally nonconforming. Except as otherwise provided in this section, signs in existence on the effective date of the ordinance codified in this chapter which do not conform to the provisions of this chapter but which were constructed, erected, or maintained in full compliance with previous regulations will be regarded as legal and nonconforming.

(2) Compliance required. Signs in existence on the effective date of the ordinance codified in this chapter that do not comply with provisions regulating ~~flashing signs, moving signs, or~~ any signs prohibited pursuant to CMC 18.55.050 shall be immediately made to comply with the provisions of this chapter or be abated in accordance with the procedure established in Chapter 1.30 CMC.

(3) **Sign face change.** A sign face or message change on a nonconforming sign is not allowed when the affected property and sign structure have been abandoned ~~for greater than ninety (90) days-pursuant to CMC 18.55.040.~~

(4) **Repair; restoration.** Any part of a sign or sign structure may be repaired as normal maintenance, or restored to a safe condition, without loss of nonconforming status. Damage from acts of nature or vandalism to a nonconforming sign will keep its nonconforming status if the cost of the repair is less than fifty percent (50%) of the cost of replacing the nonconforming sign with a conforming sign; provided that the replacement sign must be restored to the original design or a more conforming design.

(5) **Alterations; relocation; replacement.** Except for as provided herein, any nonconforming sign which is structurally altered, relocated, or replaced must immediately be brought into compliance with all of the provisions of this chapter.

(6) **Expansion or change of use.** Any nonconforming sign on non-residential property must be brought into conformance prior to any expansion or change in use which requires a site review or conditional use permit. All nonconforming signs must be brought into conformance with the same provisions as are required for new signs. No building permits for new construction may be issued until compliance with this provision is assured.

(7) **Hazardous signs.** Any nonconforming sign or sign structure on private property, which, as a consequence, is a hazard to life and property, or which by its condition or location presents an immediate and serious danger to the public, must be removed or otherwise brought into compliance with this chapter pursuant to the enforcement provisions of this chapter.

(8) **Variances.** Variances may be granted using the variance procedure of this chapter to alleviate unusual hardships or extraordinary circumstances which exist in bringing nonconforming signs into conformity.

18.55.130 Compliance and enforcement.

(1) **Compliance with other applicable codes.** All signs erected or altered under this chapter must comply with all applicable federal, state, and local regulations relating to signs, including, without limitation, the provisions of this chapter and the International Building Code. If any provision of this chapter is found to be in conflict with any provision of any zoning, building, fire, safety, or health ordinance or code of the city, the provision that establishes the more restrictive standard shall prevail.

(2) **Inspection.** The Director is empowered to enter or inspect any building, structure, or premises in the City upon which any sign is located for the purpose of inspection of the sign, its structural and electrical connections, and to ensure compliance with the provisions of this chapter. Such inspections shall be carried out during business hours, unless an emergency exists.

(3) Bond. The City may require a bond to ensure compliance with any aspect of this chapter.

(4) Violation – Penalty.

- (a) It is a violation of this chapter for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any sign or sign structure in the City, or cause or permit the same to be done, contrary to the provisions of this chapter.
- (b) Each day any person allows a violation of this chapter to continue shall be considered a separate offense.
- (c) Whenever the City has determined that a violation of this chapter has occurred or is occurring, the City shall remedy said violation as follows:
 - (i) The first violation of this chapter within a 12-month period by a person shall be a civil infraction punishable by a monetary penalty in the amount of \$100.00, not including statutory assessments;
 - (ii) The second violation of this chapter within a 12-month period by a person shall be a civil infraction punishable by a monetary penalty in the amount of \$200.00, not including statutory assessments;
 - (iii) The third or any successive violation of this chapter within a 12-month period shall be a misdemeanor, punishable by up to a \$1,000 fine and/or imprisonment for up to ninety (90) days.
- (d) Any sign or sign structure that is erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, demolished, equipped, used or maintained in violation of this chapter is declared to be a public nuisance.
- (e) All signs abated by the City shall be available for recovery by the owner of said sign for a period of two (2) weeks, upon payment of the costs of removal and storage, after which time the sign will be destroyed. The City shall not be responsible for damages or loss incurred during removal and/or storage of any sign.

(5) Additional remedies. In addition to the other remedies provided by this chapter, the City may abate said public nuisance, or seek any other equitable relief authorized by the Chapter 1.30 CMC and the laws and regulations of the State of Washington.

(6) Joint and Several Liability. The property owner(s) and each tenant or occupant shall be jointly and severally liable for violations of and penalties imposed pursuant to this chapter.

PART III: REGULATIONS FOR TEMPORARY SIGNS

- 18.55.140 Temporary signs—General regulations.
- 18.55.150 Temporary signs—Residential properties.
- 18.55.160 Temporary signs—Mixed use properties.
- 18.55.170 Temporary signs—Institutional properties.
- 18.55.180 Temporary signs—Commercial properties.
- 18.55.190 Temporary signs—ROW and public spaces.
- 18.55.200 Temporary signs—Other properties.

18.55.140 Temporary signs—General regulations.

The following provisions apply to all temporary signs placed within the city:

- (1) **Sign placement.** All temporary signs must be placed totally within the site / property pursuant to the requirements of this chapter, except when allowed to extend into the right-of-way by this chapter.
- (2) **Materials; construction.** Temporary signs may be made of any durable material, provided that the temporary sign otherwise conforms to the requirements of this chapter. A temporary sign may be of rigid or non-rigid construction.
- (3) **Features.**
 - (a) Lighted signs. Temporary signs that have either internal or external illumination shall not be displayed from the hours of 11 p.m. to 8 a.m. ~~Signs with illumination shall not emit more than XX nits.~~
 - (b) Audio. Sound generated by any temporary sign shall ~~not be audible past any property line.~~ be regulated and enforced pursuant to the City's noise control provisions under Chapter 8.20 CMC.
- (4) **Prohibited placement.** In addition to the limitations on the placement of temporary signs within the public right-of-way pursuant to CMC 18.55.180, except as otherwise provided for in this chapter, temporary signs are prohibited from being located in the following places:
 - (a) No temporary sign may be placed on a roof of a building or structure.
 - (b) No temporary sign may be placed on fences.
 - (c) No temporary sign shall be so located so as to physically obstruct any door or exit from a building.

- (d) No temporary sign shall be located so as to be hazardous to a motorist's or pedestrian's ingress and egress from buildings or parking areas.
- (e) No temporary sign shall be located in the sight-distance triangle pursuant to the City's Design and Construction Standards adopted pursuant to Chapter 12.60 CMC, triangular area(s) measured 15 feet by 15 feet where a driveway enters onto a street, or in any other area which may obstruct the vision of motorists so as to create a safety hazard.
- (f) Temporary signs shall not be placed within the required setback area from the property line, which shall be not less than five feet (5 ft.) from the property line in residential zones and not less than three feet (3 ft.) from the property line in all other zones. The distance between a sign and a property line shall be measured along a straight line representing the shortest distance between the sign and the property line.

18.55.150 Temporary signs—Residential properties.

Except as otherwise provided for in this chapter, temporary signs on residential properties are allowed pursuant to the following regulations:

- (1) **Non-commercial.** Except as provided for in CMC 18.55.XXX (Home businesses) and 18.55.XXX(3) (Properties for sale or lease), All temporary signs on residential properties shall display a non-commercial message only. [EDITOR'S NOTE: Home-based occupation signs are regulated under the permanent sign standards. Temporary for-sale signs are provided for under Subsection (5) below.]
- (2) **Sign types; construction; materials.** Except as provided for in CMC 18.55.XXX, there is no restriction on the type of temporary sign (i.e. the sign construction or materials used) allowed on residential properties, provided that all other regulations and provisions of this chapter are met.
- (3) **Quantity.** Except as otherwise provided for in this section, thereThere is no restriction on the number of temporary signs allowed on residential properties.
- (4) **Size.**
 - (a) Temporary fFreestanding signs. No freestanding temporary freestanding sign shall be greater than six (6) feet in height and twelve (12) square feet in size, with no sign face exceeding six (6) square feet.
 - (b) Building-mounted signs. For bBuilding-mounted temporary signs attached flush to the face of the building:
 - (i) shall not have a maximum height, provided that no sign shall extend beyond the roofline of the building; and

(ii) in aggregate (i.e. the total of all building-mounted temporary signs) shall not cover more than ~~twenty~~ percent (~~20~~%) of the building's facade.

(c) Window signs. Temporary signs placed on the inside of windows shall, in aggregate, not exceed fifty percent (50%) of the area of the window on which they are displayed.

(d) The size requirements of this section shall not apply to a flag(s) placed on a permanent flagpole or bracket.

(5) Temporary signs in parking strip. Temporary signs may be placed in the parking strip or landscaped or unimproved right-of-way directly adjacent to a residential property pursuant to the following:

(a) No more than three (3) temporary signs are allowed. For residential properties actively for sale or lease, one (1) of the three (3) temporary signs may be a commercial sign;

(b) No temporary sign may be greater than four feet (4 ft.) in height; and

(c) The approval of the property owner of said adjacent property must be given.

18.55.160 Temporary signs—Mixed use properties.

(1) Residential uses. Residential uses on mixed-use properties shall be subject to the temporary sign regulations pursuant to CMC 18.55.1540.

(2) Commercial uses. Commercial uses on mixed-use properties shall be subject to the temporary sign regulations pursuant to CMC 18.55.180.

18.55.170 Temporary signs—Institutional properties

Except as otherwise provided for in this chapter, temporary signs on institutional properties are allowed pursuant to the following provisionsregulations:

(1) Non-commercial. ~~Except as provided for in CMC 18.55.XXX (Home businesses) and 18.55.XXX(3) (Properties for sale or lease),~~ All temporary signs on residential_institutional properties shall display a non-commercial message only.

(2) Sign types; construction; materials. ~~Except as provided for in CMC 18.55.XXX, T~~here is no restriction on the type of temporary sign (i.e. the sign construction or materials used) allowed on residential_institutional properties, provided that all other regulations and provisions of this chapter are met.

(3) Quantity.

- (a) Banners. One (1) temporary banner sign is allowed per each ~~five hundred~~500 feet (500 ft.) of street frontage, not to exceed four (4) banners ~~(4)~~ per property. Temporary banners may be placed on fences on the property.
- (b) All other temporary signs. ~~Except as otherwise provided for in this section, t~~here is no restriction on the number of all other temporary signs allowed on ~~residential-institutional~~ properties.

(4) Size.

- (a) Banners. Banners shall not be greater than five ~~(5)~~ feet (5 ft.) in height, unless attached to the face of the primary structure on the property, in which case there is no maximum height restriction so long as the banner does not extend above the roofline of the building. Any banner shall not be larger than a total of ~~thirty-two~~32 square feet (32 sq. ft.) in size.
- (b) All other temporary signs displayed on an institutional property shall each not be greater than three ~~(3)~~ feet (3 ft.) in height and shall not be greater than six ~~(6)~~ square feet (6 sq. ft.) in size, with no sign face exceeding three (3) square feet.
- (c) Window signs. Temporary signs placed on windows shall, in aggregate, not exceed fifty percent (50%) of the area of the window on which they are displayed.
- (d) The size requirements of this section shall not apply to a flag(s) placed on a permanent flagpole or bracket.

18.55.180 Temporary signs—Commercial properties.

Except as otherwise provided for in this chapter, aAll temporary signs placed on commercial properties shall conform to the following provisions:

- (1) Permit Required.** ~~Except as provided for herein, a~~All temporary signs placed on commercial properties must be permitted by the City pursuant to CMC 18.55.~~070~~XXX.
- (2) Commercial and non-commercial signs.** Temporary signs on commercial properties may be commercial or non-commercial in their messaging.
- (3) Features.** No temporary sign on a commercial property may have direct or internal illumination. Changing image sign features and electronic elements are prohibited.
- (4) Banners.** Temporary ~~b~~Banner signs on commercial properties shall be limited to the following:

(a) Quantity.

(i) One (1) temporary banner sign is allowed per ~~occupant~~/tenant space on the property.

(ii) The property owner (or landlord), if not also a tenant, may be allowed one (1) temporary banner sign.

(b) Size. The maximum size of ~~a~~the banner shall be ~~32-thirty-two~~ square feet (32 sq. ft.).

(c) ~~Location~~Placement. A banner shall be attached to the face of the building and may not extend above the roofline-only.

(d) Duration. Each tenant space, or the property owner pursuant to Subsection (3)(a)(ii) above, A banner shall not be displayed- shall be allowed to display a temporary banner for no more than a total of one hundred and twenty (120) days in a calendar year.

(5) Portable signs (A-frame signs).

(a) Quantity. One (1) ~~A-frame~~temporary portable sign is allowed per ~~occupant~~/tenant space on the property.

(b) Size. The sign shall be no more than eight square feet (8 sq. ft.) in size. Only one side of a portable sign will be counted. No single sign face shall be greater than fourthree feet (4 ft.) in height. The maximum size of each face of the A-frame sign shall be 8 square feet.

(c) Placement. Portable signs must be placed entirely on private property and directly adjacent to the tenant space for which the portable sign permit was issued.

(d) Duration. ~~A-frame~~Portable signs may be placed from dawn to dusk, 365 days a year.

(6) Window signs. Temporary signs placed on the inside of windows shall, in aggregate, not exceed fifty percent (50%) of the area of the window on which they are displayed. A permit is not required for temporary interior window signs.

(7) Temporary freestanding sign. Where a commercial property, either in whole or in part, is actively listed for sale or lease, one (1) additional temporary freestanding for each street frontage on the site is allowed pursuant to the following:

(a) The sign shall be no more than thirty-two square feet (32 sq. ft.) in area. Temporary freestanding signs may have an additional face up to thirty-two square feet (32 sq. ft.) in size if the angle between the sign faces is less than ninety (90) degrees;

(b) The sign must be placed totally on private property; and

- (c) The permit for such a temporary sign shall expire, and the sign must be immediately removed, upon the deactivation, sale, or lease of any listed property or tenant space.

18.55.190 Temporary signs—ROW and public spaces.

(1) Right-of-way. Temporary signs may be placed in the right-of-way if they meet all of the following standards:

- (a) Only temporary lawn signs are allowed;
- (b) The sign must be placed entirely outside of the roadway;
- (c) The sign must not be placed in medians, traffic islands, roundabouts, or other areas within the roadway;
- (d) The sign must not obstruct pedestrian or wheelchair access to the sidewalk;
- (e) The sign must not be placed in parking spaces, pedestrian pathways, or bicycle paths;
- (f) The sign must be placed entirely outside of the sight-distance-triangle of a right-of-way corner, curb-cut, or drive entrance pursuant to the City’s Design and Construction Standards adopted under Chapter 12.60 CMC. Where no curb exists, the sign must be placed outside the roadway at least five feet (5 ft.) from the edge of the roadway.
- (g) The sign shall be no larger than six square feet (6 sq. ft.) in size with no sign face taller than three feet (3 ft.); and
- (h) The sign must remain portable and may not be attached or anchored in any way to trees or to public property including, but not limited to, utility or light poles, parking meters, fences, or pavement.

~~Temporary signs are allowed to be placed in public right-of-way, except for the following locations:~~

- ~~(a) Meridians in public ROW;~~
- ~~(b) Roundabouts in public ROW;~~
- ~~(c) Utility poles; and
Fences.~~

(2) Public spaces. Temporary signs shall not be placed in any public park, trail, open space, or other public space, except for those signs placed by the City.

18.55.200 Temporary signs—Other properties.

Properties with primary uses other than those regulated under CMC 18.55.140 (Residential properties), 18.55.170 (Institutional properties); 18.55.180 (Commercial properties), or 18.55.190 (ROW) shall be subject to the temporary sign regulations in CMC 18.55.180 (Commercial properties).

PART IV: PERMANENT SIGNS—REGULATIONS

- 18.55.210 Permanent signs—Structural components.
- 18.55.220 Permanent signs—Placement.
- 18.55.230 Permanent signs—Design criteria.
- 18.55.240 Permanent signs—Residential properties.
- 18.55.250 Permanent signs—Town center.
- 18.55.260 Permanent signs—Nonresidential properties—Freestanding signs.
- 18.55.270 Permanent signs—Nonresidential properties—Building-mounted signs.

18.55.210 Permanent signs—Structural components.

To the maximum extent possible, signs should be constructed and installed so that angle irons, guy wires, braces, and other structural elements are not visible. This limitation does not apply to structural elements that are an integral part of the overall design such as decorative metal or wood.

18.55.220 Permanent signs—Placement.

(1) **Obstructing and hazardous placement prohibited.** No sign shall be so located so as to physically obstruct any door or exit from a building. No sign shall be located so as to be hazardous to a motorist's or pedestrian's ingress and egress from buildings or parking areas.

(2) **Sight distance triangle.** No sign shall be located in the triangular area(s) measured 15 feet by 15 feet where a driveway enters onto a street, or in any other area which may obstruct the vision of motorists so as to create a safety hazard. Additionally, all signs are subject to the current City of Covington Design and Construction Standards regarding sight distances, pursuant to CMC ~~XX.XXX.XXX~~12.60, as amended.

(3) **Sign Setback Requirements.** The required setback from the property lines for all signs shall be not less than five (5) feet from the property line in residential zones and not less than three (3) feet from the property line in all other zones.

(4) **Setback and Distance Measurements.** The following guidelines shall be used to determine compliance with setback and distance measurements:

- (a) The distance between two signs shall be measured along a straight horizontal line that represents the shortest distance between the two signs.
- (b) The distance between a sign and a property line shall be measured along a straight line representing the shortest distance between the sign and the property line.

18.55.230 Permanent signs—Design criteria.

(1) Sign Base. The base of the sign must be done in landscape construction materials such as brick, stucco, stonework, textured wood, tile or textured concrete or materials that are harmonious with the character of the primary structures on the property and subject to the Director's approval. No visible gap shall be allowed between the sign base and the finished grade.

(2) Sign Face. The color, shape, material, and other architectural details of the sign face must be consistent with the character of the primary structure.

(3) Landscaping around freestanding signs. To improve overall appearance of the sign and to reduce the risk of motor vehicles hitting the sign or supports of the sign, an area adjacent to the base of each freestanding sign must be landscaped equal to the sign area; provided, however, that the City will not require more than 200 square feet of landscaped area. This landscaping must include vegetation and may include other materials and components such as brick or concrete bases as evidenced in plazas, patios and other pedestrian areas, planter boxes, pole covers or decorative framing.

(4) Illumination. No sign may contain or utilize any of the following (does not apply to neon signage):

- (a) Any exposed incandescent lamp with wattage in excess of 25 watts.
- (b) Any exposed incandescent lamp with an internal or external reflector.
- (c) Any continuous or sequential flashing device or operation.
- (d) Except for electronic changeable message signs, any incandescent lamp inside an internally lighted sign.
- (e) External light sources directed towards or shining on vehicular or pedestrian traffic or on a street.
- (f) Internally lighted signs using 800-milliamp or larger ballasts if the lamps are spaced closer than 12 inches on center.
- (g) Internally lighted signs using 425-milliamp or larger ballasts if the lamps are spaced closer than six inches on center.

(5) Design consistency. Where more than one sign is allowed for a property, all signs for that property shall be consistent in design, style, color, and method of illumination.

18.55.240 Permanent signs—Residential properties.

(1) Generally. No sign permit for any residential zone shall be issued for any permanent sign unless such sign complies with the sign type, maximum number, maximum sign area, maximum height, location, duration, and all other allowances and limitations for those uses as required by this chapter.

(2) Properties issued a business license. On residential properties for which the City has issued a valid City business license for home occupation or home industry, one (1) permanent sign is allowed pursuant to the following:

- (a) The sign must be a wall sign placed on the façade of the primary structure; the sign may be of a commercial or non-commercial nature.
- (b) The maximum sign size shall not be greater than four (4) square feet in size.

~~he total sign area shall not to exceed 10 percent of the area of the façade upon which the sign is placed, with a maximum sign size that does not exceed four (4) square feet. The sign width shall not to exceed 60 percent of the width of the wall plane upon which the sign is placed.~~

- (c) Where a sign placed on the building's façade cannot be seen from a public street due to the distance the building is setback from the street, the Director may approve an alternative sign size, type, or location.
- (d) The sign shall not cover or obscure important architectural details of a building, such as stair railings, windows, doors, decorative louvers, or similar elements intended to be decorative features of a building design.
- (e) The sign must appear to be a secondary feature of the building façade.
- (f) The sign shall not project above the roofline of the exposed building face to which it is attached.
- (g) The sign shall be installed to appear flush-mounted. ~~For residential uses,~~
- (h) Illumination is not allowed.

18.55.250 Permanent signs—Town Center.

Permanent sign construction and design standards in chapter 18.31 CMC for the Town Center (TC) zoning district shall be applied to all permanent signs within the Town Center zone. Where any other standards in this chapter may conflict with chapter 18.31 CMC, the standards contained in chapter 18.31 CMC shall control.

18.55.260 Permanent signs—Nonresidential properties—Freestanding signs.

Except as provided for in CMC 18.55.250, all nonresidential properties shall be designated as either qualifying for a high profile, medium profile, or low profile freestanding sign based upon the following criteria:

(1) Freestanding signs—High profile.

(a) A commercial property meeting all of the following criteria is allowed a high profile freestanding sign:

- (i) A zoning designation of GC (General Commercial) or MC (Mixed Commercial)~~CR (Regional Commercial) or CD (Downtown Commercial)~~;
- (ii) A minimum of 250 feet of frontage on one public right-of-way;
- (iii) Multi-use complex; and
- (iv) A minimum site of fifteen (15) acres.

(b) Sign Types. The following sign types are allowed for freestanding high-profile signs:

- (i) Pedestal signs;
- (ii) Monument signs; and
- (iii) Kiosks.

(c) Sign Features. The following sign features are allowed for freestanding high-profile signs:

- (i) Any high profile sign may be an electrical sign, an illuminated sign, and/or a neon sign.
- (ii) The sign features for pedestal or monument sign may include electronic changeable messages and/or changeable copy signs.

(d) Sign Height. A freestanding high-profile sign shall not exceed the following maximum heights:

- (i) Pedestal or monument signs: Twelve feet (12 ft)
- (ii) Kiosk sign: Six feet (6 ft), unless the sign is set back a minimum of fifty feet (50 ft) from any public right-of-way, in which case it may be ten feet (10 ft).

(e) Sign Area. A freestanding high profile sign shall not exceed the following maximum sign areas:

- (i) Pedestal or monument signs: 160 square feet for the total of all sign faces with no one face exceeding 80 square feet.

- (ii) Kiosk signs: 15 square feet per sign face.
- (f) Number of Signs. A property qualifying for a freestanding high profile sign may have the following maximum number of signs:
 - (i) Pedestal or monument signs: one sign unless the property has an additional 500 feet of street frontage for a total of 750 feet of aggregate frontage on any public right-of-way, in which case the property will be allowed one additional high profile sign, not to exceed a maximum of two such signs per property. In addition, two monument signs are allowed per entrance from a public right-of-way, not to exceed five feet in height; and
 - (ii) Kiosk signs: one sign per property frontage.

(2) Freestanding signs—Medium profile.

- (a) Criteria. Except as provided for in CMC 18.55.250, a property that does not qualify for a freestanding high profile sign pursuant to subsection (1) of this section or is zoned I (industrial), ~~or M (mineral)~~, MHO (Mixed Housing/Office), or some other zoning designation other than those identified in Subsection (1) above is allowed a medium profile freestanding sign.
- (b) Sign Type. The following sign types are allowed for a freestanding medium profile sign:
 - (i) Pedestal signs; and
 - (ii) Monument signs.
- (c) Sign Features. The following sign features are allowed for freestanding high-profile signs:
 - (i) Any medium profile sign may be an electrical sign, an illuminated sign, and/or a neon sign.
 - (ii) The sign features for pedestal or monument sign may include electronic changeable messages and/or changeable copy signs.
- (b) Sign Height.
 - (i) The height of a freestanding medium profile sign shall be calculated at the rate of 0.75 feet of sign height for every 10 lineal feet of frontage on a public right-of-way; provided, however, that sign height shall be calculated at the rate of one and one-half feet in height for every 10 lineal feet of frontage on a public right-of-way for any multi-tenant complex.

- (ii) Sign height shall not exceed 12 feet and every applicant is entitled to a minimum height of five feet.

(b) Sign Area.

- (i) For any multi-tenant complex, sign area will be calculated at the rate of two-square feet per lineal foot of building frontage on a public right-of-way not to exceed a maximum sign area of 128 square feet for the total of all sign faces on each permitted sign with no one sign face exceeding 64 square feet.
- (ii) For all other uses, sign area allowed for medium profile signs shall be calculated at the rate of one square foot per lineal foot of frontage on a public right-of-way not to exceed a maximum sign area of 80 square feet for the total of all sign faces on each permitted sign with no one sign face exceeding 40 square feet.
- (iii) Notwithstanding the foregoing sign area calculations, every applicant is entitled to a minimum sign area of 50 square feet for the total of all sign faces with no one sign face exceeding 25 square feet.

(b) Number of Signs. A property qualifying for a freestanding medium profile sign may have the following maximum number of signs:

- (i) Pedestal or monument sign: one per street frontage.
- (ii) Kiosk sign: one per property frontage.

(2) Freestanding signs—Low profile.

(a) Criteria. A property located in the NC (Neighborhood Commercial) or CC (Community Commercial) zones ~~NB (neighborhood business) zone~~ is allowed a low profile freestanding sign.

(b) Sign Type. The following sign types are allowed for a freestanding low profile sign:

- (i) Pedestal signs; and
- (ii) Monument signs.

(c) Sign Features. Any freestanding low profile sign may be an electrical sign, an illuminated sign, and/or a neon sign.

(d) Sign Height. A freestanding low profile sign shall not exceed the following maximum heights:

- (i) Pedestal or monument signs: five feet.

- (ii) Kiosks: six feet unless the sign is set back a minimum of 50 feet from any public right-of-way, in which case it may be 10 feet.

(e) Sign Area.

- (i) Pedestal or monument signs: sign area allowed for a low profile sign shall be calculated at the rate of one square foot per lineal foot of building frontage on a public right-of-way; provided, however, that a low profile sign shall not exceed a maximum sign area of 80 square feet for the total of all sign faces on each permitted sign with no one sign face exceeding 40 square feet.
- (ii) Every applicant is entitled to a minimum sign area of 50 square feet for the total of all sign faces with no one sign face exceeding 25 square feet.

(f) Number of Signs. A property qualifying for a low profile sign may have the following maximum number of signs:

- (i) Pedestal or monument signs: one sign per frontage on a public right-of-way.

(3) Combined sign package for adjacent property owners. The owners of two or more properties that abut or are separated only by a vehicular access easement or tract may propose a combined sign package to the City. The City will review and decide upon a combined sign package by reviewing the proposal as if the combined parcels were one development. The City may approve the combined sign package if it will provide more coordinated, effective, and efficient signs. The allowable sign area, sign type, sign height, and number of signs will be determined as if the applicants were one multi-tenant complex.

18.55.270 Permanent signs—Nonresidential properties—Building-mounted signs.

Except as provided for in CMC 18.55.260, all nonresidential properties shall be allowed permanent building-mounted signs pursuant to the following criteria:

(1) Sign Types. The following may be building-mounted signs and are allowed in all nonresidential zoning districts:

- (a) Awning or canopy signs;
- (b) Changeable copy signs;
- (c) Electronic changeable message signs;
- (d) Marquee signs;
- (e) Window signs;

- (f) Projecting signs; and
- (g) Wall-mounted signs.

(2) Sign Features. Any building-mounted sign may be an electrical sign, an illuminated sign, and/or a neon sign.

(3) Sign Height. No sign shall project above the roofline of the exposed building face to which it is attached.

(4) Sign Area. Except as otherwise provided in this section, the total sign area of building-mounted signs for each business or tenant, excluding under canopy signs, shall not exceed 15 percent of the exposed building face to which it is attached; provided, however, that no individual sign shall exceed a sign area of 240 square feet and every applicant is entitled to a minimum sign area of 30 square feet.

(5) Number of Signs.

- (a) The number of building-mounted signs allowed each user is dependent on upon the surface are of the largest single exposed building face of the building as follows:

Largest Exposed Building Face	Maximum Number of Signs
Less than 999 square feet	2
1,000 – 2,999 square feet	3
3,000 – 3,999 square feet	4
4,000 and over square feet	5

- (b) Primary uses with more than one business (i.e., grocery store with a banking facility, cleaner, etc.), which must obtain a business license and without a separate entrance, are allowed one sign for each different business in addition to the number allowed above. The area of such additional signage must not exceed 15 percent of the exterior wall of the separate business.
- (c) An applicant is not allowed to transfer sign area calculated pursuant to this section from one building face to another but is allowed to move allotted signs from one building face to another.
- (d) Each business or use may be allowed under canopy signs in addition to the other allowed building-mounted signs subject to the size and separation requirements set forth in CMC Title 18.

(6) Window signs.

- (a) Permanent window signs in buildings with non-residential uses are limited to painted or vinyl cut-out materials, or a neon signs constructed with or without a solid or opaque background.

- (b) Permanent signs with solid backgrounds are not allowed in windows in order to ensure maximum light and visibility through windows.

DRAFT

Agenda Item 4
Covington City Council
Date: October 25, 2016

SUBJECT: ADOPT A RESOLUTION ESTABLISHING A YOUTH COUNCIL

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Proposed Resolution Establishing a Youth Council
2. Map

PREPARED BY: Sharon Scott, City Clerk

EXPLANATION:

At the September 13, 2016 City Council meeting, the Council reviewed the resolution establishing a Youth Council. Councilmembers suggested edits to the resolution and requested staff to revise the resolution and bring it back to a future meeting. The modified resolution is attached. Also included is a map that will be used, along with GPS, to help determine if applicants live within 3 miles of city limits.

ALTERNATIVES:

1. Modify the resolution.
2. Not adopt the resolution.

FISCAL IMPACT:

Minor costs for meeting materials such as three ring binders, and incidentals. These are routine costs that would be covered by the existing city budget. The appointed adult leaders are intended to perform much of the oversight of the Youth Council, keeping staff time at a minimum.

CITY COUNCIL ACTION: ___Ordinance X Resolution ___Motion ___Other

**Councilmember _____ moves, Councilmember
_____ Seconds, to adopt a resolution, in substantial
form as that attached, establishing a City of Covington Youth
Council.**

REVIEWED BY: City Manager, City Attorney

ATTACHMENT 1

RESOLUTION NO. 2016-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JEFF WAGNER, MAYOR

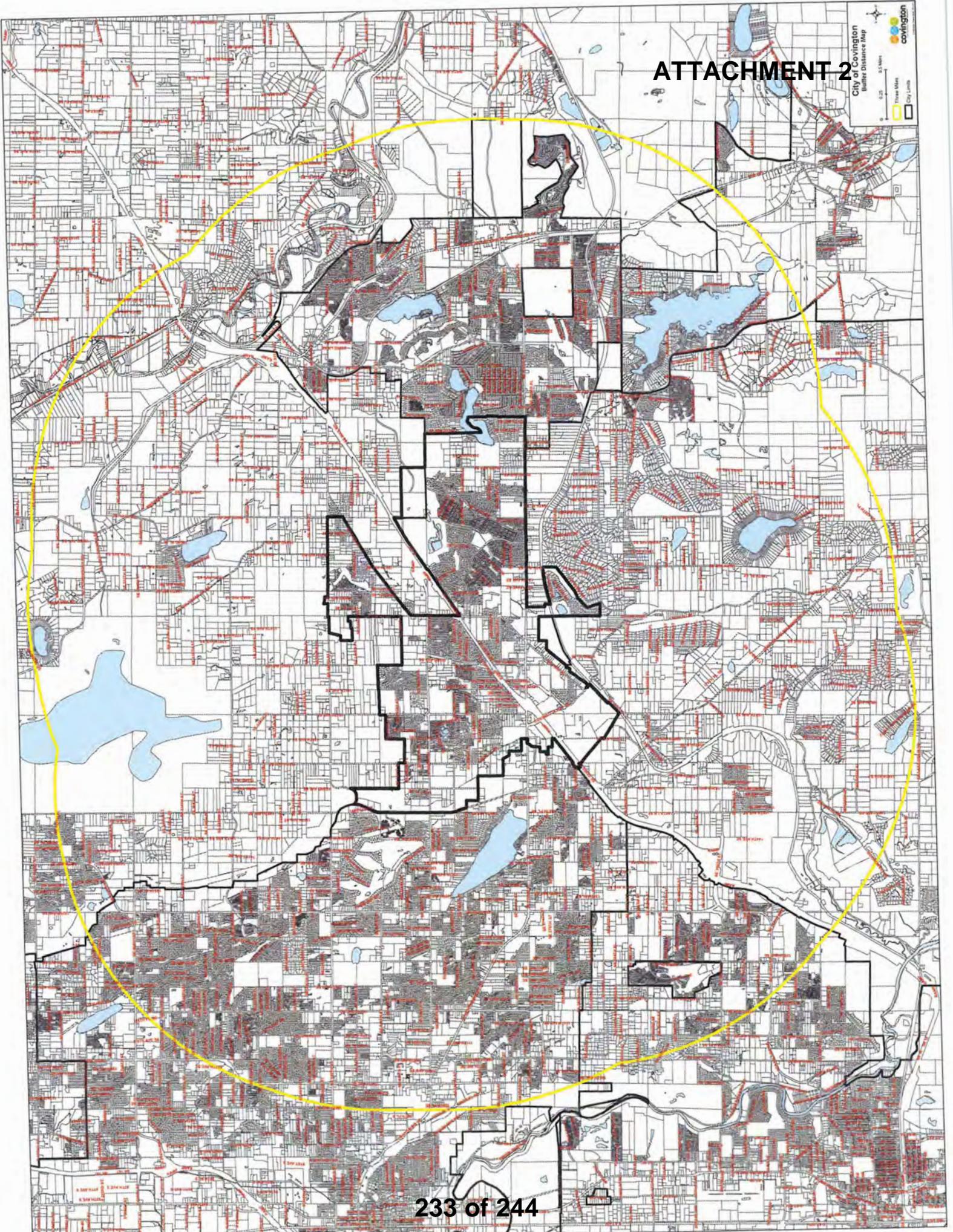
ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

ATTACHMENT 2



Agenda Item 5
Covington City Council Meeting
Date: October 25, 2016

SUBJECT: COVINGTON COMMUNITY PARK PHASE 2 – 90% DESIGN

RECOMMENDED BY: Ethan Newton, Parks & Recreation Director

ATTACHMENT(S):

1. Covington Community Park Phase 2 Diagram

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

With design work 90% complete for Covington Community Park Phase 2, consultants MacLeod Reckord will provide an update.

Next steps include finalizing construction drawings/specifications, preparing bid documents, bidding, and construction. Construction is planned to begin in April 2017 with the bulk of construction to be completed by the end of the year.

ALTERNATIVES:

None.

FISCAL IMPACT:

None.

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

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

REVIEWED BY: City Manager

PHASE 2

- A** STAGE W/ GREEN ROOF
- B** RESTROOMS / CONCESSIONS
- C** LARGE PICNIC SHELTER
- D** SMALL PICNIC SHELTER
- E** CHILDREN'S PLAY AREA
- F** PAVED TRAIL
- G** GRAVEL TRAIL
- H** TENNIS COURT W/ SOUTH ACCESS
- I** PLAY LAWN TERRACE
- J** ENTRY, DROP-OFF AND TERRACE
- K** PARKING LOT
- L** AMPHITHEATER LAWN
- M** WETLAND MITIGATION
- N** 180TH AVENUE SE IMPROVEMENTS
- O** RAIN GARDENS
- P** BIO-RETENTION SWALES
- Q** FITNESS AREA
- R** BIRD-HOUSE/BAT-HOUSE
- S** MOON GATE ENTRY FEATURE
- T** DUMPSTER ENCLOSURE
- U** KIOSK
- V** FIRE TRUCK TURN AROUND

ALTERNATE COMPONENTS

- A** SMALL PICNIC SHELTER
- B** 180TH AVENUE SE IMPROVEMENTS



PHASE 2

- A** STAGE W/ GREEN ROOF
- B** RESTROOMS / CONCESSIONS
- C** LARGE PICNIC SHELTER
- D** SMALL PICNIC SHELTER
- E** PRECAST CONCRETE FIRE RING
- F** PRECAST CONCRETE MOON GATE
- G** PRECAST CONCRETE W/ WOOD TOP
- H** PRECAST CONCRETE BASINS
- I** CHILDREN'S CHALK ZONE
- J** CHILDREN'S CHALK ZONE STORAGE BOX
- K** 18" SEAT WALL
- L** TABLE / PICNIC TABLE
- M** BENCH
- N** BOLLARDS
- O** BIKE RACK
- P** DUMPSTER ENCLOSURE
- Q** ENTRY SIGN
- R** ACCESSIBLE RAMP
- S** SYNTHETIC TURF SURFACING
- T** WOOD CHIP SURFACING
- U** CONCRETE RUNNEL
- V** CONCRETE PADS FOR FUTURE ART

PLAY EQUIPMENT

- A** KOMPAN STINGER
- B** KOMPAN HOPPER
- C** KOMPAN COROCORD
- D** KOMPAN SUPERNOVA
- E** LANDSCAPE STRUCTURES RHAPSODY
- F** LANDSCAPE STRUCTURES DRUMS
- G** LANDSCAPE STRUCTURES ZIPLINE
- H** ID SCULPTURE THE PALISADES
CLIMBING BOULDER
- I** GAMETIME EXPRESSION SWING
- J** GAMETIME SWINGSET

ALTERNATE COMPONENTS

- A** SMALL PICNIC SHELTER



Agenda Item 6
Covington City Council Meeting
Date: October 25, 2016

SUBJECT: 2017 LEGISLATIVE AGENDA

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Possible 2017 legislative agenda items

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:

The City Council adopts a legislative agenda every year. The attached legislative agenda items are revised from 2016 and include issues that have arisen. Furthermore, those issues that were resolved from 2016 have been removed.

Subsequent to this meeting staff will be meeting with our city's lobbyist to review council recommendations and priorities for the 2017 legislative session. Once finalized this will be brought back to council for final approval. Following approval staff will review our 2017 Legislative Agenda with our 47th District Legislators.

ALTERNATIVES:

FISCAL IMPACT: Staff time

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

Provide feedback and direction to staff.

REVIEWED BY: Leadership Team

City of Covington 2017 Legislative Priorities



- **Covington’s Town Center**
The City of Covington is pursuing funding to realize its vision of a thriving Town Center and a “sense of place” for the Covington Community. The City envisions a mixed-use development, with town square, and new city hall. In order to realize this vision, the City needs the state’s partnership in providing economic development, capital funding or other incentives.
- **Transportation Funding**
The City of Covington is thankful for the funding allocated in the Connecting Washington funding package to widen SR 516 between Jenkins Creek and 185th and the Covington Connector. The City will monitor the implementation of the Connecting Washington package to ensure timely and efficient delivery of both of these projects. Additionally, the City will collaboratively work with Maple Valley and Black Diamond to continue lobbying for the widening of SR 516 from 185th to Four Corners.
- **Higher Education Needs Assessment**
Following the completion of the SE King County Higher Education Needs Assessment, the City of Covington asks that the Legislature partner with the city on the next step to bring higher education to the Covington community.
- **Cost Savings**
The City of Covington will work with the Association of Washington Cities to advance legislation that brings cost savings to the city, including public records reform.

2017 Legislative Policy Document

In addition to the City's 2017 adopted legislative priorities, the city has adopted the following policies. The policy document provides direction to city staff and the city lobbyist. These are issues that the city will monitor and support along with AWC and other stakeholders, but are secondary to the 2017 legislative priorities of the City.

- **Transportation:**
 - Covington Connector – The City supports efforts to expedite funding for the construction of the Covington Connector.
 - Street Grant Policies – The City will explore and support legislative proposals to create new grant programs and/or amend existing grant programs to prioritize streets with high average daily traffic flow counts or state routes through city centers.
 - Councilmanic authority - The City supports additional revenue tools that provide councilmanic authority to fund local transportation.
 - I-90 and State Highway 18 Improvements - Collaboratively work with applicable jurisdictions to lobby for the widening of I-90 & Highway 18 in the next transportation package.
- **Property Tax:** The city supports lifting the 1% property tax ceiling to allow city revenues to increase with inflation/increasing costs.
- **State-Shared Revenues** – The City requests that as the Legislature develops its 17-19 budgets that it fully fund local-state shared revenues, and further asks that the legislature restore full funding to the liquor revolving account. The City supports legislation that restores liquor profit revenues to pre-2012 levels by removing the 2011 cap, and restoring the 50/50 revenue sharing relationship over multiple biennia and dedicating the revenue to public safety.
- **AWC & SCA Legislative Programs:** Support the Association of Washington Cities (AWC) and Sound Cities Association (SCA) legislative programs. Support other local government professional associations' legislative programs when consistent with the aforementioned programs.
- **Economic Development Funding:** Support constitutional amendments and/or legislation to create pure tax increment financing. Support funding for the Local Infrastructure Financing Tool (LIFT) and Local Revitalization Financing (LRF) programs. Support efforts to make LIFT and LRF simpler, more flexible, and user-friendly.
- **Infrastructure Funding:** The City supports reforming and restoring the Public Works Assistance Account to meet local infrastructure needs.
- **Joint Legislative Agenda:** The cities of Covington, Maple Valley, and Black Diamond will continue to advocate jointly for federal and state funding for State Route 169 and State Route 516 improvements and for transit alternatives in the three rapidly growing communities.
- **Unfunded Mandates:** Oppose unfunded and under-funded mandates on local government. Support funding for existing mandates including comprehensive plan updates, Shoreline Management Act updates and National Pollution Discharge Elimination System (NPDES) requirements.

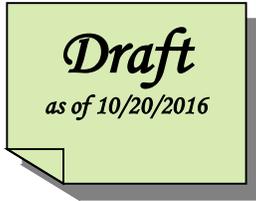
- **Local Control:** The City of Covington supports legislation that provides greater local control to city regulatory issues, particularly around fireworks, marijuana lounges, liquor establishments, etc.
- **Affordable Housing Tools:** The City supports additional local option funding tools for affordable housing. Additionally, the City joins housing advocates in requesting \$200 million for the Housing Trust Fund, and extending the document recording fee.
- **Parks:** The City is grateful for state investments in its parks, particularly Community Park. The City will work with the Washington Recreation and Parks Association to increase local park and recreation opportunity in the city, including full funding for the Washington Wildlife and Recreation Program to fund SoCo Park Phase 2.
- **Stormwater & Culvert Funding:** The City has significant stormwater and culvert funding needs. The City requests funding for current and new grant programs for local stormwater and culvert projects.

**DISCUSSION OF
FUTURE AGENDA ITEMS:**

**8:00 a.m., SATURDAY, October 29, 2016
Special Meeting – Budget Workshop**

**7:00 p.m., WEDNESDAY, November 9, 2016
Regular Meeting (moved to Wednesday for Elections)**

(Draft Agendas Attached)



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL BUDGET WORKSHOP**
Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov

Saturday, October 29, 2016 – 8:00 a.m.
(Council & Leadership Team Breakfast beginning @ 7:30 a.m.)

GENERAL INFORMATION:

The workshop is an informal meeting involving discussion between and among the City Council and city staff regarding presentations and strategies. Workshops may involve presentations, feedback, brainstorming, etc., regarding further work to be done by the staff on key policy matters.

CALL CITY COUNCIL WORKSHOP TO ORDER

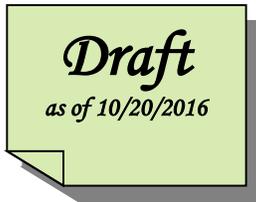
APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION

1. Strategic Plan Development (Jim Reid) - 1.5 hours
2. Break – 5 minutes
3. Discuss Town Center Developer Decision (Bolli)
4. Review Budget Strategies (Bolli)
5. Department 2017 Budget Presentations – 40 minutes
 - Executive (Bolli) – 5 minutes
 - Finance (Hendrickson) – 5 minutes
 - Police (McCurdy) – 5 minutes
 - Community Development (Hart) – 5 minutes
 - Public Works (Vondran) – 10 minutes
 - Parks & Recreation (Newton) – 10 minutes
6. Review Budget Forecast (Hendrickson)
7. Working Lunch
8. Budget Discussion (Council)

ADJOURN

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



**CITY OF COVINGTON
SPECIAL MEETING DAY FOR ELECTIONS
CITY COUNCIL REGULAR MEETING AGENDA**

www.covingtonwa.gov

**Wednesday, November 9, 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 - NONE

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

APPROVE CONSENT AGENDA

- C-1. Minutes: October 25, 2016 Special Meeting – Joint Study Session with Arts Commission and October 25, 2016 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Transfer Committed Parks Fund Balance to General Fund (Hendrickson)
- C-4. Consider Ordinance Dissolving Parks Fund (Hendrickson)
- C-5. Accept SE 256th Culvert Project (Vondran)

PUBLIC HEARING

- 1. To Receive Testimony from the Public Regarding Proposed Fiscal Year 2017 Budget and Revenue Sources and Set the Property Tax Levy (Hendrickson) (Second of Three Public Hearings)

NEW BUSINESS

- 2. First Discussion of NPDES Regulation Changes (Lyons/Vondran)
- 3. Fee Resolution for 2017 Administrative Fees on Building Permits and Land Use Actions (Thompson)
- 4. Discuss Accounts Receivable Procedures (Hendrickson)
- 5. Consider Adopting 2017 Legislative Agenda (Bolli)
- 6. 2016 Third Quarter Financial Report (Hendrickson)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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