



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

Tuesday, November 10, 2015
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 13, 2015 Regular Meeting; October 27, 2015 Joint Study Session with Arts Commission; and October 27, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Accept Recreation and Conservation Office Grant for SoCo Park Acquisition (Feser)

PUBLIC HEARING

- 1. Receive Public Testimony Regarding the Proposed Fiscal Year 2016 Budget (Hendrickson)

NEW BUSINESS

- 2. Parks, Recreation and Open Space Plan Update Presentation (Feser)
- 3. Consider Resolution Amending Development, Building Permit, Administrative, and Transportation Impact Fees for 2016 (Lyons/Thompson)
- 4. Consider an Ordinance Implementing a Vehicle License Fee (Hendrickson)
- 5. Consider an Ordinance Setting the Utility Tax Rate for Stormwater, Solid Waste and Cable TV (Hendrickson)
- 6. Consider Adopting 2016 Legislative Agenda (Bolli)
- 7. 2015 Third Quarter Financial Report (Hendrickson)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: November 10, 2015

SUBJECT: APPROVAL OF MINUTES: OCTOBER 13, 2015 CITY COUNCIL REGULAR MEETING MINUTES; OCTOBER 27, 2015 CITY COUNCIL STUDY SESSION WITH ARTS COMMISSION MINUTES; AND OCTOBER 27, 2015 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 October 13, 2015 City Council Regular Meeting Minutes; October 27, 2015 City Council Study Session with Arts Commission Minutes; and October 27, 2015 City Council Regular Meeting Minutes.

**City of Covington
Regular City Council Meeting Minutes
Tuesday, October 13, 2015**

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 8, 2015, at 7:11 p.m., with Mayor Margaret Harto presiding.

COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufrere, Personnel Manager; Rob Hendrickson, Finance Director; Andrew McCurdy, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Pat Patterson, Interim Parks & Recreation Director; Sara Springer, City Attorney; Salina Lyons, Principal Planner; Shellie Bates Programs Supervisor, Rachel Bahl, Aquatics Supervisor; Angie Feser, Parks Planner; Casey Parker, Senior Accountant; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PUBLIC COMMUNICATION:

- Dr. Calvin Watts, Kent School District Superintendent, accepted the October 18-24, 2015 America's Safe Schools Week Proclamation.
- Representative Mark Hargrove was recognized for his ongoing support of the Covington community.
- Green River Coalition President Greg Wingard provided introductory remarks and introduced Green River College interns Danielle Kies and Stephen Melanson who provided a report on the Covington Community Park project.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Frank Sutton, 17025 SE Wax Road, Covington, spoke against mandatory yard waste service.

Leroy Stevenson, 26838 166th Place SE, Covington, spoke against mandatory garbage and yard waste service.

George Pearson, 18623 SE 265th Street, Covington, spoke in favor of mandatory yard waste, garbage, and recycling services.

Mary Pritchard, 26103 197th Avenue SE, Covington, spoke in favor of mandatory yard waste, garbage, and recycling services. Mrs. Pritchard also asked members of the audience to step outside with the side conversations so other audience members could hear the meeting.

Pat Lynch, 17015 SE Wax Road, Covington, spoke against mandatory yard waste service.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: September 8, 2015 City Council Regular Meeting Minutes and September 22, 2015 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #33082-33133, including ACH payments and electronic funds transfers, in the amount of \$719,134.03, dated September 18 2015; Vouchers #33134-33174, including ACH payments and electronic fund transfers, in the amount of \$317,365.72, dated October 2, 2015; Paylocity Payroll Checks #1004206548-1004206560 inclusive, plus employee direct deposits in the amount of \$166,618.77, dated September 11, 2015; and Paylocity Payroll Checks #1004254776-1004254789 and Paylocity Payroll Checks #1004254833-1004254833 inclusive, plus employee direct deposits in the amount of \$225,420.19, dated September 25, 2015.

C-3. Approve Partial Termination of Easement for Maple Hills.

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

PUBLIC HEARING

1. Receive Public Testimony and Consider an Ordinance Authorizing the City of Covington's Assumption of the Rights, Powers, Functions, and Obligations of the Covington Transportation Benefit District.

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

Mayor Harto called for public comments for the Public Hearing.

Leroy Stevenson, 26838 166th Place SE, Covington, spoke in favor of this ordinance.

There being no further comments, Mayor Harto closed the public comment period for the Public Hearing.

ORDINANCE NO. 07-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, KING COUNTY, WASHINGTON, ASSUMING

THE RIGHTS, POWERS, FUNCTIONS, AND OBLIGATIONS OF THE COVINGTON TRANSPORTATION BENEFIT DISTRICT; REPEALING SECTION 12.125.020 AND AMENDING SECTIONS 12.125.030 AND .040 OF THE COVINGTON MUNICIPAL CODE TO EFFECT THE SAME; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Lanza moved and Councilmember Scott seconded to pass Ordinance No. 07-15, in substantial form as that included in the agenda packet, to eliminate the Covington Transportation Benefit District as a separate governmental entity and for the City of Covington to assume the rights, powers, functions, and obligations of the Covington Transportation Benefit District. Vote: 7-0. Motion carried.

CONTINUED BUSINESS:

2. Consider Ordinance to Include Mandatory Garbage Collection and/or Yard Waste & Recycling.

Mayor Pro Tem Wagner recused himself from this item and joined the audience in order to answer questions as requested by Councilmember Lanza.

Councilmembers asked questions relating to the solid waste services contract, and Mr. Wagner provided responses in his role with Republic Services.

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

Council Action: Councilmember Mhoon moved and Councilmember Smith seconded to reconsider the vote on the ordinance relating to universal mandatory solid waste collection services (Option No. 1). Vote: 5-1 (voting yes: Harto, Mhoon, Smith, Scott, Lanza; voting no: Cimaomo). Motion carried.

ORDINANCE NO. 08-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO UNIVERSAL MANDATORY SOLID WASTE COLLECTION SERVICE IN THE CITY OF COVINGTON; AMENDING CHAPTER 8.15 OF THE COVINGTON MUNICIPAL CODE AND RELATED ORDINANCES REGULATING SOLID WASTE; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

Council Action: Councilmember Mhoon moved and Councilmember Scott seconded to pass Ordinance No. 08-15, in substantial form as that provided in the agenda packet, relating to universal mandatory solid waste collection services in the City of Covington and amending Chapter 8.15 of the Covington Municipal Code to affect the same, with an effective date of

July 1, 2016. Vote: 4-2 (voting yes: Mhoon, Scott, Lanza, and Harto; voting no: Cimaomo and Smith). Motion carried.

NEW BUSINESS:

3. Town Center Presentation.

Community Development Director Richard Hart introduced this item, and the consultants from Helix Design Group provided a presentation.

Councilmembers provided comments and asked questions, and the consultants provided responses.

4. Consider Funding Sources.

Councilmember Lanza began this discussion and outlined his reasons for requesting to have this topic placed on this meeting's agenda. Councilmember Lanza also noted his concerns and asked questions. Mayor Harto and staff provided responses.

Councilmember Mhoon added input as to her reasons for requesting to have this topic placed on the agenda. Councilmember Mhoon also asked questions and sought clarification from Finance Director Rob Hendrickson who provided responses.

Mayor Pro Tem Wagner provided comments and sought clarification, and City Manager Regan Bolli provided a response.

Councilmember Cimaomo added input as to his reasons for requesting to have this topic placed on the agenda.

Councilmember Lanza further stated his concerns and requested further information on this subject.

Other councilmembers provided comments and asked questions, and staff provided responses.

Mayor Harto provided a summary of the discussion and indicated this item would be discussed further at the Budget Workshop on October 31.

5. Discuss Items for the 2016 Legislative Agenda.

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

Councilmembers discussed the topics on the draft legislative agenda and provided input to staff who will bring this item back for final adoption at an upcoming meeting.

6. City Manager Presents 2016 Budget Message.

City Manager Regan Bolli presented the 2016 Budget Message.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to extend the meeting for one hour. Vote: 7-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

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

EXECUTIVE SESSION:

To Consider Real Estate Acquisition Pursuant to RCW 42.30.110(1) (b) and to Discuss Potential Litigation Pursuant to RCW 42.30.110(1)(i) From 10:10 to 11:00 p.m.

Mayor Harto announced the City Council would move into Executive Session after which no further action was anticipated.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 11:00 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
City Council Special Meeting
Study Session with Arts Commission
Tuesday, October 27, 2015**

The Special Meeting Study Session with the Arts Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, October 27, 2015, at 6:05 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

ARTS COMMISSIONERS PRESENT:

Lesli Cohan, Gini Cook (arrived @ 6:05 p.m.), Jennifer Harjehausen, Paul Selland (arrived @ 6:20 p.m.), and Ed White.

ARTS COMMISSIONERS ABSENT:

Tyler Bykonen and Leslie Spero.

STAFF PRESENT:

Regan Bolli, City Manager; Pat Patterson, Interim Parks & Recreation Director; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the special meeting study session to order.

APPROVAL OF AGENDA:

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

ITEMS FOR DISCUSSION:

1. Sustaining Public Art in Covington.

Vice Chair Ed White gave a PowerPoint presentation on this item. Interim Parks & Recreation Director Pat Patterson provided additional information.

Councilmembers asked questions, and discussed this item with commissioners. Councilmembers also shared ideas with the commission.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:00 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 27, 2015**

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 27, 2015, at 7:05 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufrere, Personnel Manager; Rob Hendrickson, Finance Director; Andrew McCurdy, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Pat Patterson, Interim Parks & Recreation Director; Sara Springer, City Attorney; Rachel Bahl, Aquatics Supervisor; Ann Mueller, Senior Planner; Casey Parker, Senior Accountant; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to approve the Agenda with the addition of an Executive Session. Vote: 7-0. Motion carried.

EXECUTIVE SESSION:

To discuss potential litigation pursuant to RCW 42.30.110(1)(i) from 7:10 to 7:35 p.m.

Mayor Harto announced the City Council would move into Executive Session for fifteen minutes and the regular meeting would reconvene at 7:25 p.m.

At 7:25 p.m. it was announced that the Executive Session would continue for an additional five minutes.

PUBLIC COMMUNICATION:

- City Manager Regan Bolli provided a presentation on the city trip to Tatsuno, Japan. Councilmember Scott and City Clerk Sharon Scott provided additional information.

PUBLIC COMMENT:

Mayor Harto called for public comments.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: May 12, 2015 Transportation Benefit District Special Meeting Minutes and October 13, 2015 City Council Special Meeting Study Session Minutes.

C-2. Vouchers: Vouchers #33175-33235, including ACH payments and electronic fund transfers, in the amount of \$431,201.48, dated October 16, 2015; Paylocity Payroll Checks #1004310095-1004310108 inclusive, plus employee direct deposits in the amount of \$168,580.09, dated October 9, 2015; and Paylocity Payroll Checks #1004374848-1004374859 and Paylocity Payroll Checks #1004374876-1004374876 inclusive, plus employee direct deposits in the amount of \$169,135.26, dated October 23, 2015.

C-3. Approve Interlocal Agreement with Kent Regional Fire Authority for Fire Marshal Services.

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

REPORTS OF COMMISSIONS:

Human Services Commission – October 8 meeting: no report.

Parks & Recreation Commission – no report; October 21 meeting was canceled.

Planning Commission – Community Development Director Richard Hart reported on the October 1 meeting and public hearing. The October 15 meeting was canceled.

Arts Commission – Chair Lesli Cohan reported on the October 8 meeting.

Parks & Recreation Priorities Advisory Committee – Chair Jennifer Harjehausen reported on the September 23 meeting and the October 10 parks tour.

Economic Development Council – Co-Chair Jeff Wagner reported on the September 24 meeting. The October 22 meeting was canceled.

PUBLIC HEARING:

1. Receive Public Testimony and Consider Resolution on Petition Regarding Hawk Property Annexation.

Senior Planner Ann Mueller gave the staff report on this item.

Mayor Harto called for public comments for this public hearing item.

Delores Hancock, 16456 SE 240th Street, Kent, spoke in opposition to the Hawk project. Ms. Hancock express her concerns and frustration over the increasing volume of traffic on 240th Street and requested Highway 18 overpass modification.

Brenda Hanson, 20610 SE 250th Street, Maple Valley, spoke about her concerns regarding her property and the proposed annexation.

Sam Pace, 29839 154th Avenue SE, unincorporated King County, representing Seattle-King County Realtors Association, spoke in support of the annexation.

There being no further comments, Mayor Harto closed the public comment period for this public hearing item.

RESOLUTION NO. 15-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, PROVIDING FOR THE NOTICE OF INTENT TO ANNEX CERTAIN REAL PROPERTY KNOWN AS THE “HAWK PROPERTY ANNEXATION”, AND DIRECTING THAT A NOTICE OF INTENT BE FILED WITH THE KING COUNTY BOUNDARY REVIEW BOARD.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to pass Resolution No. 15-11, in substantial form as that included in the agenda packet, to accept the Hawk Property 60 percent Annexation Petition with a designation of the Annexation Area as part of the Hawk Property Subarea in the Comprehensive Plan’s Future Land Use Map and zoned as R-6 on the city’s zoning map, and to direct staff to submit the Notice of Intent to the King County Boundary Review Board for further review. Vote: 7-0. Motion carried.

2. Receive Public Testimony and Consider Ordinance Extending Interim Recreational Marijuana 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.

Mayor Harto called for public comments for this public hearing item.

Colleen O’Rourke, P.O. Box 6023, Kent 98064, asked Council to consider reducing the setbacks from the library to 500 feet when adopting the permanent regulations. Ms. O’Rourke offered her appreciation of the police chief, mayor, councilmembers, and Mr. Hart for meeting with her in person and responding to her telephone calls regarding this issue.

There being no further comments, Mayor Harto closed the public comment period for this public hearing item.

ORDINANCE NO. 09-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, TO RENEW THE PREVIOUSLY ADOPTED INTERIM ZONING REGULATIONS FOR RECREATIONAL MARIJUANA PRODUCTION, PROCESSING, AND RETAIL USES FOR SIX MONTHS; PROVIDING FOR A PUBLIC HEARING ON THE RENEWAL; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Lanza moved and Councilmember Scott seconded to adopt Ordinance No. 09-15, in substantial form as that provided in the agenda packet, to renew the city’s interim zoning regulations for recreational marijuana production, processing, and retail uses for an additional six months. Vote: 7-0. Motion carried.

3. Receive Public Testimony Regarding Proposed Fiscal Year 2016 Revenues and Possible Increase in Property Tax Levy (First of Three Public Hearings).

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

Councilmembers asked questions, and Mr. Hendrickson provided responses.

Mayor Harto called for public comments for this public hearing item.

Sam Pace, 29839 154th Avenue SE, unincorporated King County, speaking on behalf of himself, clarified the dollar amount for medium home prices he spoke about previously and provided comments on property taxes.

There being no further comments, Mayor Harto closed the public comment period for this public hearing item.

NEW BUSINESS:

4. Consider Ordinance Designating Civic Center Drug Free Zones.

Police Chief Andy McCurdy gave the staff report on this item.

Councilmembers provided comments and asked questions, and Chief McCurdy provided responses.

ORDINANCE NO. 10-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, DESIGNATING CIVIC CENTER

DRUG FREE ZONES; AMENDING CHAPTER 9.45, CRIMINAL CODE, OF THE COVINGTON MUNICIPAL CODE TO ESTABLISH THE SAME; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE; AND PROVIDING FOR CORRECTIONS.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to pass Ordinance No. 10-15, in substantial form as that provided in the agenda packet, designating civic center drug free zones within the City of Covington. Vote: 7-0. Motion carried.

5. Consider Ordinance Pertaining to School Impact Fees.

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

Councilmembers provided comments.

ORDINANCE NO. 11-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, PERTAINING TO SCHOOL IMPACT FEES, REPEALING CHAPTER 18.120 OF THE COVINGTON MUNICIPAL CODE ENTITLED SCHOOL IMPACT FEES; TERMINATING THE INTERLOCAL AGREEMENT WITH KENT SCHOOL DISTRICT REGARDING THE SAME; ESTABLISHING SEVERABILITY; DECLARING AN EMERGENCY AND ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR CORRECTIONS.

Council Action: Councilmember Cimaomo moved and Mayor Pro Tem Wagner seconded to pass Ordinance No. 11-15, in substantial form as that provided in the agenda packet, relating to school impact fees, repealing Chapter 18.120 of the Covington Municipal Code, and terminating the Interlocal agreement with Kent School District regarding the same. Vote: 7-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Sam Pace, 29839 154th Avenue SE, unincorporated King County, spoke in support of Council's action repealing Chapter 18.120 of the Covington Municipal Code, and terminating the Interlocal agreement with Kent School District.

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

EXECUTIVE SESSION:

To review the performance of a public employee pursuant to RCW 42.30.110(1)(g) from 9:40 to 9:55 p.m.

Mayor Harto announced the City Council would move into Executive Session for approximately fifteen minutes after which no further action was anticipated.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:55 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: November 10, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #33236-33236 in the amount of \$4,689.02, dated October 22, 2015; Vouchers #33237-33297, including ACH payments and electronic fund transfers, in the amount of \$1,119,841.65, dated October 30, 2015; electronic fund transfer in the amount of \$96.76, dated November 2, 2015; and Paylocity Payroll Checks #1004435152-1004435166 inclusive, plus employee direct deposits in the amount of \$167,142.65, dated November 6, 2015.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers #33236-33236 in the amount of \$4,689.02, dated October 22, 2015; Vouchers #33237-33297, including ACH payments and electronic fund transfers, in the amount of \$1,119,841.65, dated October 30, 2015; electronic fund transfer in the amount of \$96.76, dated November 2, 2015; and Paylocity Payroll Checks #1004435152-1004435166 inclusive, plus employee direct deposits in the amount of \$167,142.65, dated November 6, 2015.

October 22, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33236 through Check #33236

In the Amount of \$4,689.02

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
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 10/22/2015 11:41 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33236	0499	Bank of America	10/22/2015	
	0332-10	Maint shop; meeting supplies		14.24
	0332-10	CCP; software/hardware for additional light circ		67.13
	0332-10	Maint shop; meeting supplies		7.12
	0332-10	Maint shop; meeting supplies		14.24
	0405-10	Cleaning supplies, laundry detergent		104.58
	0405-10	Cart/straps for portable audio equipment		171.57
	0405-10	LED light bulbs, use tax		-12.36
	0405-10	LED light bulbs		156.09
	0405-10	Heartstart AED pads		67.61
	0405-10	Cart/straps for portable audio equipment, use tax		-13.59
	0405-10	Wheelchair, use tax		-10.23
	0405-10	Wheelchair		129.23
	0405-10	Upgraded survey services, 9/18-10/17/15		26.00
	2675-10	Bykonen; WACE conference, hotel		105.83
	2923-10	Classified ads; Aquatics Specialist		443.00
	3331-10	Refund; Bolli ICMA conference registration red		-460.00
	3331-10	Council meeting; legislative thank you cake		35.99
	3433-10	Bolli; EDC meetings, parking		24.00
	3639-10	Ogren; PE license renewal, 9/24/15-9/24/17		116.00
	6093-10	Gaudette/Dalton; Pumps for Parks, registration		78.00
	6093-10	Morrissey; ACCIS conference, 1 night hotel dep		139.38
	6467-10	Vondran; APWA International conference, hotel		312.12
	6467-10	Vondran; APWA International conference, hotel		312.12
	6686-10	Sample volleyball		42.55
	6686-10	Computer drives, memory, mounting kit		222.26
	6686-10	Computer drives, memory, mounting kit, use tax		-17.60
	6686-10	Sample volleyball, use tax		-3.37
	6686-10	Soccer; line paint		27.10
	6686-10	Soccer; net fastener clips		130.05
	6686-10	Soccer; net fastener clips, use tax		-10.30
	7314-10	Slate; PRSA International conference, registratio		1,195.00
	7314-10	Training volleyballs, use tax		-59.86
	7314-10	Officer medical records fee		16.00
	7314-10	Credit for return postage on wrong flag shipment		-12.22
	7314-10	Training volleyballs		755.88
	7768-10	Purple lights; wired microphone		109.68
	7768-10	Canopy repair parts		84.26
	7768-10	Canopy repair parts, use tax		-6.67
	7768-10	Motion sensing lights for portable toilets		27.89
	8754-10	Emergency Management Fair; city giveaways, u		-33.09
	8754-10	Emergency Management Fair; city giveaways		417.88
	8754-10	Refund; CiderFest print job, charged extra in err		-24.49
Total for Check Number 33236:				4,689.02
Total for 10/22/2015:				4,689.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Report Total (1 checks):				4,689.02

October 30, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33237 through Check #33297, including ACH payments and electronic fund transfers

In the Amount of \$1,119,841.65

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
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 10/29/2015 1:46 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0546	Victoria Throm	10/30/2015	
	0546-10	Throm; human services planners meeting, mileag		15.18
	0546-10-1	Throm; human services funding meeting, mileag		13.47
	0546-10-2	Throm; Public Innovators Lab, mileage		56.93
Total for this ACH Check for Vendor 0546:				85.58
ACH	0683	Abaco Pacific, Inc.	10/30/2015	
	0683-10	SoCo Park; acquisition/appraisal services; 9/11-1		4,838.06
Total for this ACH Check for Vendor 0683:				4,838.06
ACH	0706	Covington Retail Associates	10/30/2015	
	4675	1st floor; operating expenses, November		10,401.29
	4675	1st floor; building lease, November		26,359.92
	4676	2nd floor; operating expenses, November		1,406.68
	4676	2nd floor; building lease, November		3,362.83
Total for this ACH Check for Vendor 0706:				41,530.72
ACH	0780	DAWN	10/30/2015	
	0780-3Qtr	Human services; joint funding, CAP 3rd Qtr 201		6,312.50
	0780-3Qtr	Human services; CAP, 3rd Quarter 2015		500.00
	0780-3Qtr-1	Human services; housing, 3rd Quarter 2015		1,500.00
	0780-3Qtr-1	Human services; housing, joint funding 3rd Qtr 2		16,750.00
Total for this ACH Check for Vendor 0780:				25,062.50
ACH	0819	Don Vondran	10/30/2015	
	15-12	Vondran; 2015 flexible spending		161.00
Total for this ACH Check for Vendor 0819:				161.00
ACH	1408	Washington Workwear Stores Inc.	10/30/2015	
	11798	Ball; jacket		72.22
	2060	Maint shop; gloves		17.59
	2060	Maint shop; gloves		35.16
	2060	Maint shop; gloves		35.16
Total for this ACH Check for Vendor 1408:				160.13
ACH	1901	Modern Building Systems, Inc.	10/30/2015	
	0069628	Maint shop; building lease, 11/1-12/1/15		284.54
	0069628	Maint shop; building lease, 11/1-12/1/15		569.06
	0069628	Maint shop; building lease, 11/1-12/1/15		569.06
Total for this ACH Check for Vendor 1901:				1,422.66
ACH	2250	SBS Legal Services	10/30/2015	
	C060	Legal services; 9/29-10/26/15		11,565.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for this ACH Check for Vendor 2250:	11,565.00
ACH	2461 613303	Tri-Tec Communications, Inc. Telephone repair work	10/30/2015	434.40
			Total for this ACH Check for Vendor 2461:	434.40
ACH	2500 50970781	Tetra Tech, Inc. CIP 1127; engineering, 8/22-9/25/15	10/30/2015	7,807.51
			Total for this ACH Check for Vendor 2500:	7,807.51
ACH	2529 2529-10	Bill Fealy Fealy; Governors Safety conference, mileage/pai	10/30/2015	63.60
			Total for this ACH Check for Vendor 2529:	63.60
ACH	2555 46717886 46779238	NuCO2 LLC Aquatics; CO2 for pH control Aquatics; CO2 lease	10/30/2015	132.38 80.17
			Total for this ACH Check for Vendor 2555:	212.55
33237	0955 10404754	American Red Cross Lifeguarding classes, 8/8/15	10/30/2015	81.00
			Total for Check Number 33237:	81.00
33238	2033 9728	Aquatic Specialty Services Pool pulsar briquettes	10/30/2015	521.28
			Total for Check Number 33238:	521.28
33239	2223 812037	ARC Imaging Resources Plotter/scanner; outdoor banners	10/30/2015	443.50
			Total for Check Number 33239:	443.50
33240	2631 2631-3Qtr	Auburn Youth Resources Human services; 3rd Quarter 2015	10/30/2015	1,250.00
			Total for Check Number 33240:	1,250.00
33241	0019 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150 100315L1120150	AWC Employee Benefits Trust Medical Insurance Premiums, November Medical Insurance Premiums, November	10/30/2015	2,196.79 6,713.40 1,899.25 8,983.53 2,268.34 10,749.79 1,125.00 442.89 6,941.83 5,982.83 750.00 809.72 2,479.93 1,774.21
			Total for Check Number 33241:	53,117.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33242	2368 142372	Best Parking Lot Cleaning Inc. Street cleaning; October	10/30/2015	3,735.84
Total for Check Number 33242:				3,735.84
33243	1075 358037	Bowen Scarff Ford Sales, Inc. #3425; repairs	10/30/2015	736.39
Total for Check Number 33243:				736.39
33244	1868 5101857348 5101857348-R	The Brickman Group Ltd, LLC Landscaping maintenance, October Landscaping maint, retainage, October	10/30/2015	5,400.68 -270.03
Total for Check Number 33244:				5,130.65
33245	0026 2034 2125 2144 2154	C&B Awards "Covington Community Champion" awards Lifeguarding shirts Commissioner desk plate/name badge Volleyball t-shirts	10/30/2015	276.93 312.96 17.38 1,920.75
Total for Check Number 33245:				2,528.02
33246	2981 2981-10	Kimberly Campbell Holiday tree lighting; DJ, MC and music service	10/30/2015	400.00
Total for Check Number 33246:				400.00
33247	2270 6317966698B-10	CenturyLink City hall; telephone, 10/13-11/13/15	10/30/2015	101.67
Total for Check Number 33247:				101.67
33248	0364 51206	Code Publishing Company Municipal code update, 10/21/15	10/30/2015	81.65
Total for Check Number 33248:				81.65
33249	1699 1699-3Qtr	Communities in Schools of Kent Human services; Mentoring, 3rd Quarter 2015	10/30/2015	1,250.00
Total for Check Number 33249:				1,250.00
33250	2809 2809-10	Sean Conway Conway; WRPA Business Institute, mileage	10/30/2015	9.43
Total for Check Number 33250:				9.43
33251	0223 000111772232673	Costco Wholesale Membership Costco annual membership	10/30/2015	165.00
Total for Check Number 33251:				165.00
33252	3015 3015-10	Cougar Mountain Zoo Holiday tree lighting; balance for reindeer visit	10/30/2015	1,136.00
Total for Check Number 33252:				1,136.00
33253	0537 104587-10 105731-10 132670-10	Covington Water District Crystal view; water, 9/19-10/16/15 SR 516; water, 9/19-10/16/15 CCP; water, 9/19-10/16/15	10/30/2015	30.65 58.60 835.07

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33253:	924.32
33254	2467 73139706	Department of Enterprise Services Conway; business cards	10/30/2015	41.26
			Total for Check Number 33254:	41.26
33255	0750 20151016COC	Emergency Preparedness Service Emergency kit supplies	10/30/2015	244.80
			Total for Check Number 33255:	244.80
33256	0361 601-802-997-3Qt	Employment Security Department Unemployment compensation; 3rd Quarter 2015	10/30/2015	2,391.87
			Total for Check Number 33256:	2,391.87
33257	1996 01465151015 01465151015 01465151015	Facility Maintenance Contractors Maint shop; janitorial service Maint shop; janitorial service Maint shop; janitorial service	10/30/2015	113.60 113.60 56.80
			Total for Check Number 33257:	284.00
33258	2686 2686-10	Angela Feser Feser; WRPA Business Institute; mileage	10/30/2015	19.21
			Total for Check Number 33258:	19.21
33259	1875 C250746-10	FirstChoice Coffee service	10/30/2015	114.63
			Total for Check Number 33259:	114.63
33260	1733 134079 134079 134079 134193 134193 134193	The Good Earth Works, Inc. Maint shop; safety chaps Maint shop; safety chaps Maint shop; safety chaps Maint shop; chainsaw supplies Maint shop; chainsaw supplies Maint shop; chainsaw supplies	10/30/2015	193.83 193.83 96.91 78.10 78.10 39.06
			Total for Check Number 33260:	679.83
33261	0302 14528.00-000016 15447.00-000007 15563.00-000003	Gray & Osborne CIP 1014; engineering, 9/13-10/10/15 Clements Drainage Impvs; engineering, 9/13-10/ CIP 1086; engineering, 9/13-10/10/15	10/30/2015	24,398.14 449.13 1,549.52
			Total for Check Number 33261:	26,396.79
33262	2527 54	Harkness Construction, LLC Reissue lost ck; Minor housing repair; #NITZ-01	10/30/2015	461.55
			Total for Check Number 33262:	461.55
33263	2648 2648-10	Hart's Gymnastics Instructor payment; Gymnastics, October	10/30/2015	478.40
			Total for Check Number 33263:	478.40
33264	2706	Health Point	10/30/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2706-3Qtr	Human services; Dental, 3rd Quarter 2015		1,250.00
	2706-3Qtr	Human services; joint funding, Dental, 3rd Quar		13,557.00
	2706-3Qtr-1	Human services; joint funding, Medical, 3rd Que		28,150.00
	2706-3Qtr-1	Human services; Medical, 3rd Quarter 2015		1,250.00
Total for Check Number 33264:				44,207.00
33265	1722	Honey Bucket	10/30/2015	
	2-1363771	Cedar Heights; portable toilet, 9/23-10/20/15		117.50
	2-1383233	Cedar Heights; portable toilet credit, 10/6-10/20/		-58.75
	2-1384753	Kentwood High; portable toilet, 10/8-11/4/15		117.50
	2-1394246	Skate park; portable toilet, 10/15-11/11/15		202.95
Total for Check Number 33265:				379.20
33266	1342	Integra Telecom	10/30/2015	
	13353709	City hall; telephone,10/8-11/7/15		1,487.46
	13353709	Maint shop; telephone,10/8-11/7/15		181.54
	13353709	Maint shop; telephone,10/8-11/7/15		181.54
	13353709	Maint shop; telephone,10/8-11/7/15		90.78
	13353709	Aquatics; telephone,10/8-11/7/15		90.22
Total for Check Number 33266:				2,031.54
33267	2234	Issaquah Honda Kubota	10/30/2015	
	52372I	#3371; gaskets		20.45
	52372I	#3371; gaskets		20.45
	52372I	#3370; gaskets		51.15
	52372I	#3371; gaskets		10.24
Total for Check Number 33267:				102.29
33268	0271	Kent Youth & Family Services	10/30/2015	
	0271-3Qtr	Human services; Clinical, 3rd Quarter 2015		2,500.00
	0271-3Qtr-1	Human services; Early Ed, 3rd Quarter 2015		1,250.00
Total for Check Number 33268:				3,750.00
33269	0143	King County Finance	10/30/2015	
	3001320	Jail costs; September		1,830.61
Total for Check Number 33269:				1,830.61
33270	1258	King County Finance - GIS	10/30/2015	
	2061760	GIS client services; Comprehensive plan		2,242.00
Total for Check Number 33270:				2,242.00
33271	1131	Lincoln Equipment, Inc.	10/30/2015	
	SI277526	Aquatic handrail covers; test block		287.36
Total for Check Number 33271:				287.36
33272	1431	Valerie Lyon	10/30/2015	
	1431-10	Tablecloth cleaning		156.38
Total for Check Number 33272:				156.38
33273	0333	Maple Valley Food Bank	10/30/2015	
	0333-3Qtr	Human services; 3rd Quarter 2015		3,750.00
Total for Check Number 33273:				3,750.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33274	2550 74871	Motorplex Pro-Tow #3425; repairs	10/30/2015	672.18
Total for Check Number 33274:				672.18
33275	2796 14075	NW Envirotech, LLC Asphalt patch	10/30/2015	1,559.11
Total for Check Number 33275:				1,559.11
33276	0004 1851706380 797636228001 797636228001 797636446001 798805958001 798806098001	Office Depot Office supplies Pocket folders Office supplies Office supplies Deposit bags Office supplies	10/30/2015	48.80 73.37 15.29 75.97 259.27 71.71
Total for Check Number 33276:				544.41
33277	1453 1453-10	Ben Parrish Parrish; work group meeting, mileage	10/30/2015	24.38
Total for Check Number 33277:				24.38
33278	2499 7528	Partner Construction Products Rental; crack sealing equipment	10/30/2015	1,791.90
Total for Check Number 33278:				1,791.90
33279	2233 2233-3Qtr	Pediatric Interim Care Center Human services; 3rd Quarter 2015	10/30/2015	750.00
Total for Check Number 33279:				750.00
33280	0057 0057-10	Petty Cash HallowTeen Dance, petty cash	10/30/2015	100.00
Total for Check Number 33280:				100.00
33281	0161 200003987282-10 200003987464-10 200004045866-10 200022909689-10 300000001770-10 300000001788-10 300000001788-10 300000001804-10 300000001804-10 300000001804-10 300000007744-10 300000007744-10 300000007934-10 300000007934-10 300000011266-10 300000011266-10	Puget Sound Energy Streets; electricity, 9/3-10/2/15 Streets; electricity, 9/3-10/2/15 Streets; electricity, 9/3-10/2/15 Skate park; electricity, 9/3-10/2/15 Streets; electricity, 9/2-10/1/15 Streets; electricity, 9/1-9/30/15 Streets; electricity, 9/1-9/30/15 Streets; electricity, 8/29-9/29/15 Streets; electricity, 9/2-10/1/15 Aquatics; electricity, 7/30-9/29/15 Aquatics; natural gas, 8/29-9/29/15 City hall; natural gas, 9/2-10/1/15 City hall; electricity, 9/2-10/1/15 Crystal view; electricity, 9/2-10/1/15 SR 516; electricity, 9/2-10/1/15	10/30/2015	55.21 11.87 61.90 12.74 24.72 72.18 8,503.71 56.27 42.40 4,365.24 2,189.96 61.47 1,517.81 10.84 180.05
Total for Check Number 33281:				17,166.37
33282	3020 RF864492-N534AI	Referee Referee subscription; 11/1/15-11/1/16	10/30/2015	19.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33282:	19.95
33283	2474 1559	SCORE Jail costs; September	10/30/2015	18,527.00
			Total for Check Number 33283:	18,527.00
33284	1905 C841449-701 C841450-701	Sharp Electronics Corporation Reception; copier usage, 9/16-10/15/15 Police; copier usage, 9/16-10/15/15	10/30/2015	17.04 24.59
			Total for Check Number 33284:	41.63
33285	2992 1527100815	Shred-it Secure destruction services; 10/8/15	10/30/2015	9.00
			Total for Check Number 33285:	9.00
33286	3012 INV00103903	Smarsh Inc. Text archiving; 9/1-9/30/15	10/30/2015	49.50
			Total for Check Number 33286:	49.50
33287	2469 2469--3Qtr	South King Council of HS Human services; 3rd Quarter 2015	10/30/2015	500.00
			Total for Check Number 33287:	500.00
33288	1158 104001A	Sprint Rothhammer Intl, Inc. Aquatic resale items; goggles, diapers, caps, nos	10/30/2015	705.00
			Total for Check Number 33288:	705.00
33289	0281 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10 00635510001-10	Standard Insurance Company Life Insurance Premiums, November Life Insurance Premiums, November	10/30/2015	516.04 175.20 283.97 87.89 311.17 95.97 116.20 44.13 97.19 181.55 361.80 600.60 100.83 583.51 7.91
			Total for Check Number 33289:	3,563.96
33290	0217 L110730	State Auditor's Office Audit fees; September	10/30/2015	670.65
			Total for Check Number 33290:	670.65
33291	0409 0409-3Qtr	The Storehouse Human services; 3rd Quarter 2015	10/30/2015	2,500.00
			Total for Check Number 33291:	2,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33292	2556 114-3395838	United Site Services Gardner; fence rental, 10/3-10/30/15	10/30/2015	355.77
			Total for Check Number 33292:	355.77
33293	2103 289741977 290119585	US Bancorp Equip Finance Inc. Workroom; copier lease, November Reception; copier lease, November	10/30/2015	639.10 93.40
			Total for Check Number 33293:	732.50
33294	3021 3021-10	WA State Boundary Review Board for KC Hawk Property Annexation; filing fee	10/30/2015	50.00
			Total for Check Number 33294:	50.00
33295	3019 00246486 00246486 00246486	Water Gear Inc. Water toys; volleyballs, animals. use tax Water toys; volleyballs, animals Aquatics resale items; goggles, caps	10/30/2015	-2.28 28.75 579.29
			Total for Check Number 33295:	605.76
33296	1132 156965 156965	Water Safety Products, Inc. Lifeguard shirts, use tax Lifeguard shirts	10/30/2015	-122.85 1,551.35
			Total for Check Number 33296:	1,428.50
33297	1824 1824-10	YMCA of Greater Seattle Human services; 3rd Quarter 2015	10/30/2015	780.00
			Total for Check Number 33297:	780.00
			Total for 10/30/2015:	307,952.26
44	1917 236690 236690 236704 236704	US Bank National Association COVLTGO07T interest payment COVLTGO07T principal payment COVLTGO07A principal payment COVLTGO07A interest payment	11/02/2015	4,547.50 170,000.00 430,000.00 207,341.89
			Total for Check Number 44:	811,889.39
			Total for 11/2/2015:	811,889.39
			Report Total (74 checks):	1,119,841.65

November 2, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Electronic fund transfer

In the Amount of \$96.76

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
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
Printed: 11/2/2015 10:54 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0651 0651-10	Lindsay Hagen Reissue Hagen; WFOA conference, parking/mile	11/02/2015	96.76
Total for this ACH Check for Vendor 0651:				96.76
Total for 11/2/2015:				96.76
Report Total (1 checks):				96.76

November 6, 2015

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 11/06/15 consisting of:

PAYLOCITY CHECK # 1004435152 through PAYLOCITY CHECK # 1004435166 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$167,142.65

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
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

11/06/15 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
110889	Regular	11/6/2015	503	Bolli, Regan H	4,700.17
110890	Regular	11/6/2015	246	Kirshenbaum, Kathleen	513.41
110891	Regular	11/6/2015	243	Lyon, Valerie	1,485.70
110892	Regular	11/6/2015	234	Mhoon, Darren S	1,469.26
110893	Regular	11/6/2015	162	Michaud, Joan M	2,187.70
110894	Regular	11/6/2015	123	Scott, Sharon G	2,541.67
110895	Regular	11/6/2015	313	Slate, Karla J	2,508.30
110896	Regular	11/6/2015	444	Ziolkowski, Diana	22.16
110897	Regular	11/6/2015	275	Hart, Richard	3,201.33
110898	Regular	11/6/2015	368	Mueller, Ann M	1,548.22
110899	Regular	11/6/2015	180	Cles, Staci M	1,871.12
110900	Regular	11/6/2015	146	Hagen, Lindsay K	1,617.74
110901	Regular	11/6/2015	235	Hendrickson, Robert	3,813.07
110902	Regular	11/6/2015	105	Parker, Cassandra	2,610.89
110903	Regular	11/6/2015	454	Salazar-Delatorre, Viviana J	349.17
110904	Regular	11/6/2015	374	Allen, Joshua C	1,807.60
110905	Regular	11/6/2015	353	Dalton, Jesse J	2,110.20
110906	Regular	11/6/2015	524	Denning, Jerald J	1,012.18
110907	Regular	11/6/2015	373	Fealy, William J	1,977.08
110908	Regular	11/6/2015	301	Gaudette, John J	1,781.91
110909	Regular	11/6/2015	511	Goranson, Gage W	989.95
110910	Regular	11/6/2015	186	Junkin, Ross D	2,858.07
110911	Regular	11/6/2015	520	Serfling, Daniel D	892.39
110912	Regular	11/6/2015	457	Smith, Nathan H	1,106.43
110913	Regular	11/6/2015	268	Bykonen, Brian D	2,209.04
110914	Regular	11/6/2015	279	Christenson, Gregg R	2,952.13
110915	Regular	11/6/2015	270	Lyons, Salina K	2,332.27
110916	Regular	11/6/2015	269	Meyers, Robert L	3,418.90
110917	Regular	11/6/2015	284	Ogren, Nelson W	2,811.62
110918	Regular	11/6/2015	266	Thompson, Kelly	2,187.60
110919	Regular	11/6/2015	518	Islam, Shahinur	354.66
110920	Regular	11/6/2015	307	Morrissey, Mayson	2,967.96
110921	Regular	11/6/2015	199	Bahl, Rachel A	2,106.35
110922	Regular	11/6/2015	397	Ball, Jaquelyn I	538.00
110923	Regular	11/6/2015	451	Conway, Sean	1,597.22
110924	Regular	11/6/2015	428	Feser, Angela M	2,280.80
110925	Regular	11/6/2015	448	Finazzo, Dominic V	1,558.76
110926	Regular	11/6/2015	305	Kiselyov, Tatyana	1,597.22
110927	Regular	11/6/2015	453	Leung, Rachael M	1,295.62
110928	Regular	11/6/2015	195	Patterson, Clifford	2,760.34
110929	Regular	11/6/2015	106	Bates, Shellie L	2,113.67
110930	Regular	11/6/2015	349	Buck, Shawn M	1,776.30
110931	Regular	11/6/2015	273	French, Fred	510.52
110932	Regular	11/6/2015	436	Lindskov, Robert T	3,033.51
110933	Regular	11/6/2015	257	Parrish, Benjamin A	2,020.67
110934	Regular	11/6/2015	173	Vondran, Donald M	3,819.84
110935	Regular	11/6/2015	252	Wesley, Daniel A	2,224.67
110936	Regular	11/6/2015	388	Andrews, Kaitlyn E	638.19
110937	Regular	11/6/2015	434	Bailey, Brooke	85.81
110938	Regular	11/6/2015	481	Binder, Jordan M	251.01
110939	Regular	11/6/2015	393	Blakely, Coleman P.	134.31
110940	Regular	11/6/2015	513	Bryant, Colin A	76.66
110941	Regular	11/6/2015	517	Burke, Austin W	325.55
110942	Regular	11/6/2015	258	Cox, Melissa	908.01
110943	Regular	11/6/2015	526	Duval-Dreblow, Shailynn R	342.79

110944 Regular	11/6/2015	505 Gormley, Hannah E	103.74
110945 Regular	11/6/2015	460 Hatch, Christopher	137.16
110946 Regular	11/6/2015	512 Hauer, Colton A	146.76
110947 Regular	11/6/2015	425 Knox, John Q	36.17
110948 Regular	11/6/2015	426 Knox, Patrick L	335.14
110949 Regular	11/6/2015	410 Lanz, Avalon A.	675.80
110950 Regular	11/6/2015	435 Martin, Iain-Josiah	774.11
110951 Regular	11/6/2015	525 Mastroianni, Anthony J	255.98
110952 Regular	11/6/2015	483 Medel, Erick	395.16
110953 Regular	11/6/2015	340 Middleton, Jordan	200.16
110954 Regular	11/6/2015	516 Montero, Ivan P	455.25
110955 Regular	11/6/2015	319 Praggastis, Alexander	55.89
110956 Regular	11/6/2015	387 Praggastis, Elena C	285.56
110957 Regular	11/6/2015	484 Roth, Alexander E	387.29
110958 Regular	11/6/2015	492 Spencer, Ethan R	413.38
110959 Regular	11/6/2015	487 Bykonen, Tyler B	58.77
110960 Regular	11/6/2015	531 Cekarmis, Mariah V	56.91
110961 Regular	11/6/2015	488 Cles, Erin L	42.74
110962 Regular	11/6/2015	482 Cruz, Garrett M	269.17
110963 Regular	11/6/2015	528 Hopp, Tyler A	54.53
110964 Regular	11/6/2015	467 Lam, Brandon A	126.42
110965 Regular	11/6/2015	468 Lam, Matthew T	126.42
110966 Regular	11/6/2015	495 Tashiro-Townley, Joshua C	94.84
110967 Regular	11/6/2015	116 Beaufriere, Noreen	2,841.79
110968 Regular	11/6/2015	137 Throm, Victoria J	1,945.42
1004435152 Regular	11/6/2015	364 Newell, Nancy J	55.41
1004435153 Regular	11/6/2015	527 Ainsworth, Nicholas D	154.42
1004435154 Regular	11/6/2015	509 Brannon, David J	204.69
1004435155 Regular	11/6/2015	274 Goldfoos, Rhyan	7.93
1004435156 Regular	11/6/2015	489 Wold, Jared K	198.38
1004435157 Regular	11/6/2015	480 Woods, Dylan J	244.69
1004435158 Regular	11/6/2015	395 Wunschel, Ethan G.	55.86
1004435159 Regular	11/6/2015	470 Cekarmis, Dusan	141.65
1004435160 Regular	11/6/2015	521 Ellsworth, Joseph G	37.93
1004435161 Regular	11/6/2015	529 Guyll, Ezra J	56.91
1004435162 Regular	11/6/2015	536 Harjehausen, Jack	33.20
1004435163 Regular	11/6/2015	519 Lopez, Joseph C	37.93
1004435164 Regular	11/6/2015	474 Shank, Elijah J	42.68
1004435165 Regular	11/6/2015	471 Shank, Maia M	36.30
Totals for Payroll Checks	94 Items		107,788.26

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
110969	AGENCY	11/6/2015	401SS	ICMA Retirement Trust	17,124.02
110970	AGENCY	11/6/2015	457Ex	Vantagepoint Transfer Agent-457	359.09
110971	AGENCY	11/6/2015	CICOV	City of Covington	2,740.29
110972	AGENCY	11/6/2015		Emp City of Covington Employee	84.00
110973	AGENCY	11/6/2015	IC401	ICMA Retirement Trust	14,925.12
110974	AGENCY	11/6/2015	IC457	ICMA Retirement Trust	1,966.98
110975	AGENCY	11/6/2015	ROTH	ICMA Retirement Trust	150.00
110976	AGENCY	11/6/2015	VEBA	HRA VEBA Trust Contributions	1,670.00
1004435166	AGENCY	11/6/2015	JG1	WASH CHILD SUPPORT	110.41
Totals for Third Party Checks	9 Items				39,129.91

Tax Liabilities	19,988.17
Paylocity Fees	236.31

Grand Total	\$ 167,142.65
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Consent Agenda Item C-3

Covington City Council Meeting

Date: November 10, 2015

SUBJECT: RCO GRANT CONTRACT – SOCO PARCEL ACQUISITION

RECOMMENDED BY: Pat Patterson, Interim Parks and Recreation Director
Angie Feser, Parks Planner

ATTACHMENT(S):

1. RCO Project Agreement, Project #14-1623A

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

The city has prioritized the purchase of three parcels on Wax Road to form SoCo Park, both by adopting it as the third highest project in the Parks Capital Improvement Program (CIP) in April of 2014 and again within the 2015 city's capital budget. In addition, the council approved a resolution authorizing this grant application in May of 2014. The first parcel identified for acquisition is known as the Allmand property. In 2014 the city submitted an application to the Recreation and Conservation Office (RCO) in the Washington Wildlife and Recreation Program Local Parks grant category and was successfully awarded the grant in mid-2015. This RCO grant for \$558,915, combined with additional funding through two King County Conservation Funds (CFT) grants totaling \$650,000, provide a majority of the funding necessary for the purchase.

This proposed agreement secures the RCO funding and commits the city to acquire this parcel and make improvements to provide public access for the first of three properties needed to create SoCo Park.

ALTERNATIVES: Not approve agreement and decline grant funding.

FISCAL IMPACT:

The total estimated cost of acquisition and public access for this parcel is \$1,522,000 with the purchase slated for early 2016. There are some costs associated with the acquisition and required public access not covered by either grant for which the city is responsible. The purchase price is currently being negotiated so the city's funding portion is an approximation. The city's amount is estimated to be in the range of \$275,000 - \$315,000 and will be paid for through unanticipated REET revenues received in 2015. Additionally, \$60,000 will come from King County Parks Levy program.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a contract between the City of Covington and Recreation and Conservation Office, in substantial form as attached hereto, to administer grant funding for acquisition of one parcel of the City's SoCo Park.

REVIEWED BY: City Manager; City Attorney, Finance Director, Parks & Recreation Director



**RCO Project Agreement
For Office Administered Programs**

ATTACHMENT 1

Project Sponsor: City of Covington

Project Number: 14-1623A

Project Title: SoCo Park

Approval Date: 7/10/2015

A. PARTIES OF THE AGREEMENT

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

B. PURPOSE OF AGREEMENT

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

C. DESCRIPTION OF PROJECT

The City of Covington will use this grant to buy 3.4 acres of land for the future SoCo Park, named after its location in south Covington. The property is located between Jenkins Creek and Wax Road in south Covington in King County. By acquiring this property, the City of Covington will be able to provide a neighborhood park for new multi-family residences and an existing neighborhood and address a significant shortage of neighborhood parks for residents in the area. The primary recreation opportunity provided by the project is a neighborhood park.

D. PERIOD OF PERFORMANCE

The period of performance begins on October 20, 2015 (project start date) and ends on December 31, 2016 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by policies published in RCO manuals as of the effective date of this agreement.

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

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

E. ON-GOING OBLIGATIONS

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

F. PROJECT FUNDING

The total grant award for this project shall not exceed \$558,915.00. RCO shall not pay any amount beyond that approved for grant funding of the project and within the RCO's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - RRG Local Parks	50.00%	\$558,915.00	State
Project Sponsor	50.00%	\$558,915.00	
Total Project Cost	100.00%	\$1,117,830.00	

G. FEDERAL FUND INFORMATION

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

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

I. AMENDMENTS MUST BE SIGNED IN WRITING

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

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

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

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

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

Project Contact

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

Office

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

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

M. ENTIRE AGREEMENT

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

N. EFFECTIVE DATE

This Agreement, for project 14-1623A, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

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

City of Covington

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ /s/ _____

Assistant Attorney General

Date: _____ August 26, 2015 _____

Standard Terms and Conditions of the Project Agreement

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SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

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

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

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

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

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

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

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

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

SECTION 3. ASSIGNMENT

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

SECTION 4. RESPONSIBILITY FOR PROJECT

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

SECTION 5. INDEMNIFICATION

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

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

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

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

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

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

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

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

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

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

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

SECTION 7. CONFLICT OF INTEREST

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

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

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

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

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

SECTION 9. RECORDS

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

SECTION 10. PROJECT FUNDING AND COSTS

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

SECTION 11. PROJECT REIMBURSEMENTS

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

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

SECTION 12. ADVANCE PAYMENTS

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

SECTION 13. RECOVERY OF PAYMENTS

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

SECTION 14. COVENANT AGAINST CONTINGENT FEES

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

SECTION 15. INCOME AND USE OF INCOME

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

SECTION 16. PROCUREMENT REQUIREMENTS

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

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

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

SECTION 17. TREATMENT OF EQUIPMENT

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

SECTION 18. RIGHT OF INSPECTION

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

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

SECTION 19. STEWARDSHIP AND MONITORING

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

SECTION 20. PREFERENCES FOR RESIDENTS

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

SECTION 21. ACKNOWLEDGMENT AND SIGNS

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

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

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

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

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

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

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

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

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

E. Real Property Acquisition and Relocation Assistance.

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

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

G. Hazardous Substances.

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

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

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

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

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

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

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

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

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

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

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

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

A corporate sponsor, including any nonprofit sponsor, shall:

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

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Administrative Conditions

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

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

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

- a. **Part 30 Recipients.** All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. **Lobbying and Litigation.** The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. **Suspension and Debarment.** The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

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

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

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

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

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

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

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

B. Programmatic Conditions:

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

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

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

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

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

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

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

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

SECTION 29. ORDER OF PRECEDENCE

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

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

SECTION 30. LIMITATION OF AUTHORITY

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

SECTION 31. WAIVER OF DEFAULT

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

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

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

SECTION 33. SPECIFIC PERFORMANCE

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

SECTION 34. TERMINATION

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

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

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

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

SECTION 35. DISPUTE HEARING

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

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

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

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

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

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

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

SECTION 36. ATTORNEYS' FEES

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

SECTION 37. GOVERNING LAW/VENUE

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

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

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

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

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

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

SECTION 39. SEVERABILITY

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

Legal Description

Project Sponsor: City of Covington

Project Number: 14-1623 A

Project Title: SoCo Park

RCO Approval: 07/10/2015

Worksite Name

Property Name

Legal Description

Worksite #1 SoCo Park

Allmand

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF COUNTY ROAD NO. 962, WHICH POINT IS 853.4 FEET SOUTHWESTERLY FROM THE INTERSECTION OF SAID CENTER LINE WITH THE EAST AND WEST CENTER LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID ROAD CENTER LINE 400 FEET; THENCE SOUTHWESTERLY PARALLEL WITH SAID ROAD CENTER LINE 400 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID ROAD CENTER LINE 400 FEET; THENCE NORTHEASTERLY ALONG SAID ROAD CENTER LINE 400 FEET TO THE POINT OF BEGINNING;

EXCEPT COUNTY ROAD NO. 962.

Eligible Scope Activities

Project Sponsor: City of Covington
Project Title: SoCo Park
Program: RRG Local Parks

Project Number: 14-1623
Project Type: Acquisition
Approval: 7/10/2015

Acquisition Metrics

Property: Allmand (Worksite #1, SoCo Park)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Wetlands	1.40
Uplands	2.00

Wetlands and undevelopable wetland buffer.

Existing structures on site:

Structures retained for eligible use,
 Structures to be demolished
Plan to repurpose barn for a picnic shelter during interim public access period before park design and construction. Plan to use the shed for storage of tools and materials used for volunteer stewardship of the wetland/stream buffer area.

Incidentals

Appraisal

completed

Appraisal Review

Completed

Closing, Recording, Taxes, Title

Cultural resources (Acq)

Demolition

Buildings / structures to be demolished:

Allmand residence (built 1957, 1,430 sf)

Environmental Audits

Fencing (Acq)

Number of linear feet of fencing to be built:	400
-----------------------------------------------	-----

Noxious weed control

Acres treated for noxious weeds by method:

Mechanical	3.40
------------	------

Signs (Acq)

Number of permanent signs that identify site and funding partners:	2
--------------------------------------------------------------------	---

most signs are either regulatory or temporary for interim public access period before design and construction.

Survey (Acq)

Wetland Delineations

completed

Administrative Costs (Acq)

Administrative costs (Acq)

Milestone Report By Project

Project Number: 14-1623 A
Project Name: SoCo Park
Sponsor: Covington City of

X	!	Milestone	Target Date	Comments/Description
X		Order Appraisal(s)	07/29/2015	
X	!	Order Appraisal Review(s)	10/07/2015	
		Project Start	10/20/2015	
	!	Purchase Agreement Signed	01/30/2016	
		Survey Complete	02/29/2016	
		Baseline Documentation to RCO	03/15/2016	
	!	Acquisition Closing	03/31/2016	
		Recorded Acq Documents to RCO	05/15/2016	
	!	Progress Report Submitted	06/30/2016	
	!	Annual Project Billing	07/31/2016	
		Demolition Complete	07/31/2016	
		Noxious Weed Control Complete	07/31/2016	
		Fencing Complete	09/15/2016	
		Funding Acknowl Sign Posted	09/15/2016	
	!	Agreement End Date	12/31/2016	
		Final Billing to RCO	02/15/2017	
		Final Report in PRISM	02/28/2017	

X = Milestone Complete

! = Critical Milestone

Agenda Item 1
Covington City Council Meeting
Date: November 10, 2015

SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY FROM THE PUBLIC REGARDING PROPOSED FISCAL YEAR 2016 BUDGET [FIRST OF TWO PUBLIC HEARINGS].

ATTACHMENT(S):

COUNCILMEMBERS AND STAFF: PLEASE REMEMBER TO BRING YOUR PRELIMINARY 2016 BUDGET WORKBOOK BINDERS TO THE MEETING. THANK YOU!

RECOMMENDED BY: Rob Hendrickson, Finance Director

EXPLANATION:

This is the first public hearing to receive testimony from the public on the 2016 proposed operating and capital budget. This hearing is required to be held by RCW 35.33.057.

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

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

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

SUBJECT: PARKS, RECREATION AND OPEN SPACE PLAN UPDATE BRIEFING

RECOMMENDED BY: Pat Patterson, Interim Parks and Recreation Director
Angie Feser, Parks Planner

ATTACHMENT(S):

1. None.

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

The periodic update to the Parks, Recreation and Open Space (PROS) Plan began early this year with a heavy emphasis of public outreach opportunities including open houses, mail and online surveys, an interactive website, direct emailing to more than 5,000 program participants, Covington Days display and stakeholder meetings. Highlights of the findings resulting from the public process will be presented by the project's consultant, Steve Duh of Conservation Technix.

Due to growth in the city's parks system and recreation programming, the plan has expanded from the 2010 version and now includes four main components – parks, recreation programs and facilities, trails and linkages and green infrastructure. With the city's comprehensive plan update occurring concurrently, there is special emphasis in coordinating work with Community Development to align the comp plan parks element and PROS plan update as well.

The draft plan update was presented to and reviewed by the Parks and Recreation Commission on September 16th and the Planning Commission on October 1st. Input from these reviews and revisions from city staff will be combined with feedback from this presentation and will be incorporated to develop the final draft. This final draft will again be reviewed by the Parks and Recreation Commission in December and then presented to Council in January for review, followed by Council adoption slated for February.

ALTERNATIVES:

1. None.

FISCAL IMPACT:

There is no fiscal impact related to this briefing of the PROS Plan update process and preliminary findings.

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

NO ACTION NECESSARY

REVIEWED BY: City Manager; Parks and Recreation Director

SUBJECT: CONSIDER RESOLUTION AMENDING THE DEVELOPMENT, BUILDING PERMIT, ADMINISTRATIVE, AND TRANSPORTATION IMPACT FEES FOR 2016.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Resolution adopting the 2016 Fee Resolution -
 - a. Exhibit A Proposed 2016 Development, Building Permit, Administrative, and Transportation Impact Fees Tables

PREPARED BY: Kelly Thompson, Permit Center Coordinator

EXPLANATION:

Adjustments to the development and permit fees, administrative fees, and transportation impact fees have historically been adjusted with the Consumer Price Index of Seattle-Tacoma (CPI-W), based on June to June of the previous year. The CPI from June 2014- June 2015 was 1.67%.

The attached fee resolution documents account for an increase to **only** the hourly rate based on the CPI of 1.67%. Staff continues to build on the work from the 2008 Fee Study and staff time-tracking efforts to identify the actual costs to perform the review and inspection services. Due to the implementation of valuation tables in 2015 and strong residential growth, staff recommends **no increase** to the majority of fees as staff time is adequately covered by the current fees.

In addition, staff is recommending the following specific modifications to the development fees.

Specifically Adjusted Development Fees

1. The Subarea Plan – Planned Action Ordinance fee has added an hourly fee for review that exceeds the 15 hour base fee of \$2116.
2. The Zoning Map Amendment/Re-zone fee has been added which includes a \$500 non-refundable docketing fee. The fee of \$3481 is the approximate equivalent of 24 hours staff time.
3. School Impact Fees were repealed by City Council Ordinance No. 11-15 on October 27, 2015.

ALTERNATIVES:

1. Do not implement the standard inflation rate of 1.67% to the fees.
2. Implement the standard inflation rate of 1.67% to all fees.
3. Direct staff to make any other changes.

FISCAL IMPACT:

The fees that have been adjusted upward by the standard inflation factor and the associated fiscal impacts will vary based on the application type. The proposed individual fee changes as outlined above should have minimal cumulative fiscal impact on the overall development services budget.

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

Council member _____ moves, council member _____ seconds, to adopt a resolution amending the development, building permit, administrative, and transportation impact fees for 2016, as proposed.

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

RESOLUTION NO. 15-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING THE DEVELOPMENT AND PERMIT FEES, ADMINISTRATIVE FEES, AND TRANSPORTATION IMPACT FEES FOR 2016.

WHEREAS, certain sections of the Covington Municipal Code authorize the city to charge a fee for services; and

WHEREAS, the Council has established a 100% cost recovery policy for land use, development, and building permits; and

WHEREAS, the Council desires to maintain administrative fees for certain products and services; and

WHEREAS, the Council desires to maintain transportation impact fees to fund capital improvements; and

WHEREAS, the Council desires to modify the fee resolution to amend specific fees to reflect the actual time and cost of providing these services and to make other minor changes to the fee resolution; and

WHEREAS, the Council desires to apply a 1.67% cost of living adjustment to the 2016 development and permit fees, administrative fees, and transportation impact fees; and

WHEREAS, the 1.67% cost of living adjustment is based on the CPI-W Seattle-Tacoma June to June Index published by the Bureau of Labor Statistics for the period 2014-2015;

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

Section 1. Adoption of Fees. Effective January 1, 2016, the city's development and permit fees, administrative fees, and transportation impact fees are hereby amended and adopted in the form as attached hereto as Exhibit "A" incorporated fully herein by this reference as if fully set forth.

Section 2. Fee Waiver. The city manager shall have the right to waive a fee if deemed in the best interest of the city.

Adopted in open and regular session on this 10th day of November 2015.

ATTESTED:

MAYOR MARGARET HARTO

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

EXHIBIT A

2016 CITY OF COVINGTON FEE NOTEBOOK
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DEVELOPMENT AND PERMIT CHARGES

I. DEVELOPMENT FEES

A. Integrated Traffic Concurrency Modeling and Reports	See Schedule A	2015 Fee	2016 Fee	CMC 12.100.090
1. Integrated Traffic Concurrency Modeling and Traffic Analysis Reports		\$ 416	\$ 416	
2. Request for Extension of Concurrency and Traffic Report Approval				
3. Request for an individually-determined transportation impact fee		\$ 422	\$ 422	CMC 12.105.050(5)
PLUS consultant costs				
				Billed separately

B. Pre-application Conferences/Use Determinations				
1. Pre-application conference	\$ 751	\$ 751		CMC 14.30.030(1)
2. Downtown permitted use determination	\$ 700	\$ 700		CMC 18.31.085

C. Residential Land Development				
1. Short Subdivisions				
a. Preliminary application review fees	\$ 11,728	\$ 11,728		CMC 17.20.010
b. Request for extension	\$ 276	\$ 276		CMC 17.20.040
c. Final short plat	\$ 5,828	\$ 5,828		CMC 17.25.030
d. Alteration to recorded short plat	\$ 1,651	\$ 1,651		CMC 17.25.080
e. Vacation of short plat	\$ 770	\$ 770		CMC 17.25.090
f. Affidavit of correction	\$ 493	\$ 493		CMC 17.15.120(5)
2. Subdivisions				
a. Preliminary application review fees	\$ 26,497	\$ 26,497		CMC 17.20.010
PLUS per lot fee	\$ 303	\$ 303		
b. Major revision to approved preliminary subdivision	\$ 6,927	\$ 6,927		CMC 17.02.030
c. Request for extension	\$ 276	\$ 276		CMC 17.20.020
d. Final subdivision				
(i) Final subdivision fee	\$ 9,895	\$ 9,895		CMC 17.25.030
PLUS per lot fee	\$ 84	\$ 84		
(ii) Subdivision alteration	\$ 2,199	\$ 2,199		CMC 17.25.070(1)
e. Vacation of plat	\$ 770	\$ 770		CMC 17.25.090
f. Affidavit of correction	\$ 493	\$ 493		CMC 17.15.120(5)

	2015 Fee	2016 Fee	
D. Commercial Development			
1. Commercial Site Development Permit (includes multifamily)	\$ 12,827	\$ 12,827	CMC 18.110.010(2)
2. Binding Site Plan			
a. Binding site plan	\$ 13,438	\$ 13,438	CMC 17.30.020
b. Binding site plan, in conjunction with commercial site development permit	\$ 1,095	\$ 1,095	CMC 17.30.020
c. Alteration of binding site plan	\$ 13,438	\$ 13,438	CMC 17.30.040
d. Vacation of binding site plan	\$ 13,438	\$ 13,438	CMC 17.30.050
3. Condominium Survey Map Review	\$ 1,119	\$ 1,119	CMC 17.35.010

E. Boundary Line Adjustment			
Request for boundary line adjustment	\$ 919	\$ 919	CMC 17.40.010

F. Environmental Review			
1. State Environmental Policy Act (SEPA) Review			CMC 16.10.260(1)
a. Environmental checklist & Threshold Determination	\$ 1,125	\$ 1,125	
b. Determination of Significance (DS)	\$ 5,626	\$ 5,626	
Threshold determination			
PLUS hourly fee to review EIS (Required when review exceeds 40 staff hours)	\$ 141	\$ 143	
c. SEPA Threshold Determination Amendment	\$ 703	\$ 703	
d. SEPA Determination of Consistency Review (Planned Actions)	\$ 2,116	\$ 2,116	
2. Critical Area Review Fees			
a. Reviews associated with single-family residential building permits, shoreline permits, boundary line adjustments, right-of-way permits, variances, and individual grading permits (Level 1 Report)	\$ 939	\$ 939	CMC 18.65.100(1)
b. Reviews associated with commercial and/or multifamily building permits, commercial site development, subdivisions, short subdivisions, rezones, and conditional use permits (Level 1 Report), to be collected as follows:			CMC 18.65.100(1)
(i) at time of application	\$ 2,185	\$ 2,185	

(ii) at time of engineering review	\$	1,092	\$	1,092	
(iii) at commencement of monitoring	\$	2,093	\$	2,093	
c. If Level 2, 3, or 4 critical area report required	Same fees as (b) above				CMC 18.65.100(1)
PLUS hourly fee	\$	141	\$	143	
e. Critical area exceptions/reasonable use	\$	2,607	\$	2,607	CMC 18.65.070(4)
f. Subarea Plan - Planned Action Ordinance	\$	2,116	\$	2,116	
PLUS hourly fee when review exceeds 15 hours	\$		\$	143	
3. Flood Damage Prevention Variance	\$	1,119	\$	1,119	CMC 16.15.180(1)

	2015 Fee	2016 Fee	
G. Parking Demand/Trip Reduction			
1. Parking Management Plan Review Fee	\$ 280	\$ 280	CMC 18.31.110(6)
2. Commute Trip Reduction			CMC 12.90.050
a. Program review	\$ 141	\$ 143	
b. Request for extension	\$ 141	\$ 143	
c. Request for modification	\$ 141	\$ 143	

H. Engineering Review			
1. Engineering Plan Review Fees			
CMC 17.15.145(3)			
a. Short subdivision			
(i) Base fee	\$ 6,348	\$ 6,348	
(ii) Resubmittal or revision, each occurrence			
Base fee	\$ 141	\$ 143	
PLUS hourly fee	\$ 141	\$ 143	
b. Subdivision			
(i) Application plan review			
Base fee	\$ 8,282	\$ 8,282	
PLUS per lot fee	\$ 65	\$ 65	
(ii) Resubmittal or revision, each occurrence			
Base fee	\$ 141	\$ 143	
PLUS hourly fee	\$ 141	\$ 143	
c. Commercial/multifamily			CMC 18.110.030(b)
(i) Base fee	\$ 5,621	\$ 5,621	
(ii) Resubmittal or revision, each occurrence			
Base fee	\$ 141	\$ 143	
PLUS hourly fee	\$ 141	\$ 143	
2. Engineering Design Review			
a. Design and Construction Standards	\$ 420	\$ 420	CMC 12.60.050 (Standards 1.08G)
design deviation (Type 1)			
b. Design and Construction Standards	\$ 700	\$ 700	CMC 12.60.050 (Standards 1.08)
design variance (Type 2)			
3. Drainage Review Fees			
a. Drainage plan review	\$ 141	\$ 143	CMC 13.25.040(3)

b. Storm water Manual design deviation (Type 1)	\$	420	\$	420	CMC 13.25.050(1) (Standards 1.08G)
c. Storm water Manual design variance (Type 2)	\$	820	\$	820	CMC 13.25.050(6,7)

I. Clearing and Grading

1. Clearing and Grading Permit Plan Review Fees

CMC 18.60.035(1)

a. The Clearing and Grading fee shall be calculated by adding applicable amounts from Clearing and Grading Fee Tables.

Clearing Fee Table

Clearing Fee (ac)		Fee		Plus Per/1. ac over	
Min	Max	Min	Max	Min	Max
-	1	\$ 680.00	680.00	\$	-
1	10	680.00	1,112.00		48.00
10	40	1,112.00	2,702.00		32.00
40	120	2,702.00	3,352.00		16.00
120	-	3,352.00	-		3.00

Grading Fee Table

Grading Volume (cv)		Fee		Plus Per/100 cv over	
Min	Max	Min	Max	Min	Max
-	50	\$ 408.00	408.00	\$	-
50	100	408.00	432.00		48.00
100	1,000	432.00	720.00		32.00
1,000	10,000	720.00	2,160.00		16.00
10,000	100,000	2,160.00	4,860.00		3.00
100,000	-	4,860.00	-		0.30

b. Plan revision fee

Base fee, each occurrence

PLUS hourly fee

\$	417	\$	417
\$	141	\$	143

2015 Fee 2016 Fee

2. Grading Permit Fee Reductions

Grading fee reduction for projects reviewed in conjunction with building permits, subdivisions or short subdivisions

3. Tree Removal and Clearing Fees

a. Minor tree removal

b. Major tree removal

\$	278	\$	278	CMC 18.45.060(6)
\$	836	\$	836	CMC 18.45.060(6)

J. Construction Inspection

1. Construction and Maintenance Inspection Fee Table

CMC 17.15.145(4)

Bond Quantity Worksheet		Fee	2015 Fee	2016 Fee	Plus Per/1,000 over BQW Min
Min	Max				
\$ -	\$ 100,000.00	\$ 5,168.00	\$ 9,248.00		\$ 40.80
100,000.00	500,000.00	9,248.00	22,848.00		\$ 34.00
500,000.00	1,000,000.00	22,848.00	36,448.00		\$ 27.20
1,000,000.00	+	36,448.00	-		\$ 27.40
2. Landscape Installation Inspection & Bond Release					
3. Request for Extension of Performance Guarantee			\$ 422	\$ 422	CMC 18.40.150(4)
4. Inspection outside of business hours on weekdays Billed at 2 hour minimum			\$ 279	\$ 279	CMC 18.40.150(4)
5. Inspection on weekend/holidays Billed at 4 hour minimum			\$ 141	\$ 143	
			\$ 141	\$ 143	
			\$ 141	\$ 143	

K. Re-inspections and Missed Appointments (Construction, Planning, Engineering, Fire)

Re-inspection fees will be assessed at **\$143 per occurrence** when an inspection has been requested or is required and (1) the previous inspection correction items are not complete, and/or (2) access to the site is not provided, and/or (3) approved plans are not on-site.

L. Latecomers' Agreements

	2015 Fee	2016 Fee	CMC
1. Application Fee			CMC 13.45.020(1)
a. Latecomer's costs \$20,000 or less	\$ 580	\$ 580	
b. Latecomer's costs \$21,001-\$100,000	\$ 1,160	\$ 1,160	
c. Latecomer's costs more than \$100,000	\$ 2,321	\$ 2,321	
2. Review by City Engineer; 4-hour deposit required	\$ 141	\$ 143	CMC 13.45.020(2)
3. Processing fee	\$ 141	\$ 143	CMC 13.45.050(6)
4. Segregation Processing Fee	\$ 141	\$ 143	CMC 13.45.060(1)

M. Shoreline Management Fees		CMC. 16.05.050
1. Substantial Development Permit		
a. Total Cost of Proposed Development		
Total Cost of Proposed Development		Fee
\$5,001 - 10,000	\$	1,652.00
\$10,001 - 100,000		3,303.00
\$100,001 - 500,000		8,254.00
\$500,001 - 1,000,000		12,378.00
\$1,000,000+		16,501.00
		2015 Fee
		2016 Fee
b. Single-family Joint-Use Dock	\$ 3,747	\$ 3,747
2. Shoreline Conditional Use Permit	\$ 13,113	\$ 13,113
3. Shoreline Variance		
Up to \$10,000 project value	\$ 3,872	\$ 3,872
Over \$10,000 project value	\$ 10,242	\$ 10,242
4. Shoreline Environment Redefinition		
Base fee	\$ 19,253	\$ 19,253
PLUS per shoreline lineal foot	\$ 39	\$ 39
Maximum charge	\$ 72,192	\$ 72,192
5. Shoreline Exemption	\$ 282	\$ 282
6. Supplemental Fees		
a. Request for extension, calculated as % of original permit	\$ 3,996	\$ 3,996
b. Revision, as % of original permit	\$ 141	\$ 143
c. Surcharge when public hearing required, as % of original permit		
Minimum charge		
d. Compliance investigation not to exceed cost of permit (including travel time)		
N. Administrative Fees		
1. Administrative fee for school impact fees, per residential unit	\$ 70	\$ 70 CMC 18.120.030(1)
2. Administrative fee for development permits subject to transportation impact fees, per lot	\$ 70	\$ 70 CMC 12.105.070(3)

O. Consultant Pass-Through Fees

In the review of a land-use permit application, including but not limited to environmental (SEPA) review, the City may determine that such review requires the review of the City Attorney. In addition to the above development fees that an applicant is required to submit, the applicant shall also be responsible for reimbursing the City for the cost of professional consultant services if the City determines that such services are necessary to complete its review of the application submittal. The City may also require the applicant to deposit an amount with the City which is estimated, at the discretion of the Community Development Director, to be sufficient to cover anticipated costs of retaining professional consultant services and ensure reimbursement to the City for such costs.

CMC 14.30.040(6)

- 1. Consultant costs
- 2. Administrative fee

P. City Attorney Review

The City may determine that a land-use application requires the City Attorney's review. In addition to the development fees that an applicant is required to submit, the applicant shall also be responsible for reimbursing the City for the attorney's billable hourly rate. The City may require the applicant to deposit an amount with the City which is estimated, at the discretion of the Community Development Director, to be sufficient to cover anticipated cost of attorney services and ensure reimbursement to the City for such costs.

- 1. Attorney's billable hourly rate

Traffic Review Fee Table/ SCHEDULE A

Per Council Direction 1/10/2012

Formula 1 - SMALL Developments

Formula: Total Fee = Base Fee + Rate per Unit * DevelopmentUnits
 If calculated fee is **MORE** than \$10,563 use formula for Large Developments instead

Land Use Category	Typical examples or indicators	Development Unit	(a) Base Fee ¹	(b) Rate ¹ Per Unit	(c) Enter Development Size	(a)+(b)*(c) Calculate Total Fee	MAXIMUM No. of Units for this formula
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RESIDENTIAL

Residential - independent living	Single family, apartments, townhomes, condos	DU	\$ 2,437.50	\$ 81.25		\$0	100
Assisted living facilities	Residents don't drive; caregivers are employed	<i>bed</i>	\$ 2,437.50	\$ 20.31		\$0	400

RETAIL BUSINESS

Small Retail < 10KSF	Restaurants, banks, mini-mart ¹	1000sf	\$ 2,437.50	\$ 812.50		\$0	10
General Retail 10KSF-200KSF	Most stores, small shopping centers	1000sf	\$ 2,437.50	\$ 203.13		\$0	40
Large Retail >200ksf	Most shopping centers, superstores				use other table	use other table	NA
Day care	Child-care facilities	1000sf	\$ 2,437.50	\$ 203.13		\$0	40
Medical facilities - all	Clinic, hospital, dental, veterinary	1000sf	\$ 2,437.50	\$ 203.13		\$0	40
Hotel, motel by size	All types of rooms for rent	1000sf	\$ 2,437.50	\$ 81.25		\$0	100
Automotive services	Gas station, car wash, quick lube, tire store ¹	<i>vehicle servicing position</i>	\$ 2,437.50	\$ 203.13		\$0	40

¹ If vehicle servicing is secondary to convenience market or fast food business, use small retail rate above for building space only

NONRETAIL BUSINESS

Office	Workers at desks	1000sf	\$ 2,437.50	\$ 101.56		\$0	80
Industrial	Workers on shop floor	1000sf	\$ 2,437.50	\$ 101.56		\$0	80
Education	Schools, colleges	1000sf	\$ 2,437.50	\$ 101.56		\$0	80
Warehouse	Storage with minimal employment	1000sf	\$ 2,437.50	\$ 20.31		\$0	400

OTHER

Church, theater	Large space used in off-hours	1000sf	\$ 2,437.50	\$ 61.10		\$0	133
Recreation bldg	Health club, community center	1000sf	\$ 2,437.50	\$ 81.25		\$0	100
Movie theater	single or multi-screen	1000sf	\$ 2,437.50	\$ 81.25		\$0	100
Recreation land	Golf course, park	<i>acre</i>	\$ 2,437.50	\$ 20.31		\$0	400
Marina	Moorage for boats	<i>slip</i>	\$ 2,437.50	\$ 12.19		\$0	667
Park & Ride	Transit related car parking	<i>stall</i>	\$ 2,437.50	\$ 61.10		\$0	133

SPECIAL CASES

Not specified above	Use rate per peak hour trip	<i>pk hr trip</i>	\$ 2,437.50	\$ 81.25		\$0	100
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Fee schedule is based on typical trip generation rates, standardized across groups of similar land use categories

Formula 2 - LARGE Developments

Fee = Base Fee + Rate per Unit * DevelopmentUnits

If calculated fee is LESS than \$10,563, use formula for Small Developments instead

Land Use Category	Typical examples or indicators	Development Unit	(a) Base Fee1	(b) Rate1 Per Unit	(c) Enter Development Size	(a)+(b)*(c) Calculate Total Fee	MINIMUM No. of Units for this formula
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RESIDENTIAL

Residential - independent living	Single family, apartments, townhomes, condos	DU	\$ 6,500.00	\$ 40.63		\$0	100
Assisted living facilities	Residents don't drive; caregivers are employed	<i>bed</i>	\$ 6,500.00	\$ 10.16		\$0	400

RETAIL BUSINESS

Small Retail < 10KSF	Restaurants, banks, mini-mart ¹	1000sf	\$ 6,500.00	\$ 406.25	use other table	use other table	NA
General Retail 10KSF-200KSF	Most stores, small shopping centers	1000sf	\$ 6,500.00	\$ 101.57		\$0	40
Large Retail >200ksf	Most shopping centers, superstores	1000sf	\$ 6,500.00	\$ 18.75		\$0	200
Day care	Child-care facilities	1000sf	\$ 6,500.00	\$ 101.57		\$0	40
Medical facilities - all	Clinic, hospital, dental, veterinary	1000sf	\$ 6,500.00	\$ 101.57		\$0	40
Hotel, motel by size	All types of rooms for rent	1000sf	\$ 6,500.00	\$ 40.63		\$0	100
Automotive services	Gas station, car wash, quick lube, tire store ¹	<i>vehicle servicing position</i>	\$ 6,500.00	\$ 101.57		\$0	40

¹ If vehicle servicing is secondary to convenience market or fast food business, use small retail rate above for building space only

NONRETAIL BUSINESS

Office	High density employment	1000sf	\$ 6,500.00	\$ 50.78		\$0	80
Industrial	Low density employment	1000sf	\$ 6,500.00	\$ 50.78		\$0	80
Education	Schools, colleges	1000sf	\$ 6,500.00	\$ 50.78		\$0	80
Warehouse	Storage with minimal employment	1000sf	\$ 6,500.00	\$ 10.16		\$0	400

OTHER

Church, theater	Large space used in off-hours	1000sf	\$ 6,500.00	\$ 30.55		\$0	133
Recreation bldg	Health club, community center	1000sf	\$ 6,500.00	\$ 40.63		\$0	100
Movie theater	single or multi-screen	1000sf	\$ 6,500.00	\$ 40.63		\$0	100
Recreation land	Golf course, park	<i>acre</i>	\$ 6,500.00	\$ 10.16		\$0	400
Marina	Moorage for boats	<i>slip</i>	\$ 6,500.00	\$ 6.10		\$0	667
Park & Ride	Transit related car parking	<i>stall</i>	\$ 6,500.00	\$ 30.55		\$0	133

SPECIAL CASES

Not specified above	Use rate per peak hour trip	<i>pk hr trip</i>	\$ 6,500.00	\$ 40.63		\$0	100
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Fee schedule is based on typical trip generation rates, standardized across groups of similar land use categories

ZONING AND LAND USE FEES
II. ZONING AND LAND USE FEES

	2015 Fee	2016 Fee
A. Zoning Fees		
1. Annexation Petitions and Election Requests ² Base Fee	\$ 13,603	\$ 13,603
PLUS per acre	\$ 82	\$ 82
2. Comprehensive Plan Amendment (includes \$500 non-refundable docketing fee)	\$ 4,061	\$ 4,061
PLUS consultant costs if accepted by Planning Commission		CMC 14.25.020(2)
3. Development Regulation Amendment (includes \$500 non-refundable docketing fee)	\$ 3,481	\$ 3,481
PLUS consultant costs if accepted by Planning Commission		Billed separately
4. Land Use Written Determination/Certification ¹ Type 1 decision letter	\$ 440	\$ 440
5. Development Agreement Fee Plus hourly fee exceeding 30 hours of staff time	\$ 4,232	\$ 4,232
6. Zoning Map Amendment/Re-zone (includes \$500 non-refundable docketing fee)	\$ 141	\$ 143
	\$ 3,481	\$ 3,481
		Multiple citations

1. Some written determinations may require additional consultant pass-through costs as authorized by the

Covington Municipal Code.

2. Fee does not include any costs associated with development of Sub-Area Plans and development regulations.

	2015 Fee	2016 Fee
B. Conditional Use Permits		
1. Conditional Use Permit (CUP)		CMC 18.125.020
a. CUP (stand alone permit)	\$ 10,516	\$ 10,516
b. CUP w/ Commercial Site Development	\$ 2,992	\$ 2,992
c. Amendment to CUP	\$ 3,677	\$ 3,677

C. Temporary Use/Re-use of a Facility		
1. Temporary Use Permit	\$ 279	\$ 279
2. Re-use of Closed Public School Facilities	\$ 1,870	\$ 1,870
		CMC 18.85.100
		CMC 18.85.220

		2015 Fee		
D. Zoning Variance/Downtown Design Departure/Appeals				
1. Zoning Variance (Type 3)	\$	7,032	\$	7,032 CMC 18.125.030
2. Design Departure from the City of Covington Design Guidelines and Standards	\$	288	\$	288 CMC 18.31.050
3. Appeals to Hearing Examiner	\$	658	\$	658 CMC 14.35.110(1)

E. Sign Permits				
1. Sign Permits				
a. Freestanding sign, each	\$	627	\$	627 CMC 18.55.050(1)
b. Wall-mounted sign (up to 3)	\$	423	\$	423
Additional per sign over 3 signs	\$	141	\$	143
c. Temporary sign permit	\$	141	\$	143
2. Sign Variance	\$	7,032	\$	7,032 CMC 18.55.090

F. Wireless Communications Facilities				
1. Wireless Communications Facilities (WCF)				
a. WCF - Type 1	\$	421	\$	421 CMC 18.70
b. WCF - Type 2 Administrative	\$	1,542	\$	1,542
c. WCF - Type 3 - New WCF Tower or Height Waiver	\$	2,022	\$	2,022

G. Multifamily Tax Exemption Fees				
1. Multifamily property tax exemption application	\$	807	\$	807 CMC 3.80
2. Amendment of approved contract	\$	561	\$	561
3. Extension time for the conditional tax exempt certificate	\$	280	\$	280
4. Application for final certificate of tax exemption	\$	807	\$	807

1. If approved, applicant is responsible for processing fee for filing with King County Department of Records and Elections.

H. Other Services (per hour fee)				
	\$	141	\$	143

III. RIGHT-OF-WAY FEES

	2015 Fee	2016 Fee	CMC 12.35.040
A. Right-of-Way Use Permit ¹			
Up to 300 lineal feet	\$ 452	\$ 452	
Over 300 lineal feet	\$ 713	\$ 713	
PLUS \$2.00 per foot over 300 lineal feet			CMC 12.35.050(4)
B. Right-of-Way Use Permit Extension			
Up to 300 lineal feet	\$ 452	\$ 452	
Over 300 lineal feet	\$ 713	\$ 713	
PLUS \$2.00 per foot over 300 lineal feet			
C. Right-of-Way Use - Non-Construction (e.g. parade. Block party. Oversize load, etc.)	\$ 141	\$ 143	CMC 12.35.040
D. Right-of-Way Construction Permit (Franchised Utility)			CMC 12.65.040(1)
Up to 300 lineal feet	\$ 452	\$ 452	
Over 300 lineal feet	\$ 713	\$ 713	
PLUS \$2.00 per foot over 300 lineal feet			
E. Right-of-Way Placement Permit (Non-franchised Utility)			CMC 12.67.050(5)
Up to 300 lineal feet	\$ 452	\$ 452	
Over 300 lineal feet	\$ 713	\$ 713	
PLUS \$2.00 per foot over 300 lineal feet			
F. Right-of-Way Use Permit - Aerial Work			
Base fee (non-construction)	\$ 141	\$ 143	
Per pole fee	\$ 141	\$ 143	
G. Right-of-Way Use Permit - Aerial & Pole Replacement			
Base fee (construction)	\$ 452	\$ 452	
Per pole fee	\$ 282	\$ 282	
H. Failure to Call in Job Start	\$ 141	\$ 143	
I. Petition for Vacation of Right-of-Way	\$ 1,017	\$ 1,017	CMC 12.55.070
PLUS pass through consultant costs			Billed separately
J. Limited Special Permit to Exceed Bridge Load Limit (hourly rate)	\$ 141	\$ 143	CMC 12.20.020

1. The fee is applicable to a request for the relocation of an existing driveway.

IV. BUILDING FEES

CMC 15.05.060

A. Building Code Fees

1. Building Permit Fee Table

Project Value	Fee
\$1 - \$500	\$35
\$500 - \$2,000	\$35 for first \$500, plus \$7 per each additional \$100 or fraction thereof up to and including \$2,000
\$2,001 - \$25,000	\$140 for first \$2,000, plus \$17 per each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 - \$50,000	\$531 for first \$25,000, plus \$14 per each additional \$1,000 or fraction thereof up to and including \$50,000
\$50,001 - \$100,000	\$881 for first \$50,000, plus \$13 per each additional \$1,000 or fraction thereof up to an including \$100,000
\$100,001 - \$500,000	\$1,531 for first \$100,000 plus \$13 per each additional \$1,000 or fraction thereof up to and including \$500,000
\$500,001 - \$1,000,000	\$6,731 for first \$500,000, plus \$6 per each additional \$1,000 or fraction thereof up to and including \$1,000,000
\$1,000,001+	\$9,731 for first \$1,000,000, plus \$7 per each additional \$1,000 or fraction thereof

2. Other Inspections and Fees

a. Inspections outside of normal business hours

Base fee

PLUS hourly rate beyond two hours

b. Reinspecton fees assessed per IBC 305.8

c. Other inspections

d. Additional plan review

e. Plan review and/or inspection by outside

consultants

3. Building Permit Plan Review

(due at time of application)

4. Misc. Single-Family Residential

Building Permit Fees

a. Re-roofs

	2015 Fee	2016 Fee
	\$282	\$287
	\$141	\$143
	\$141	\$143
	\$141	\$143
	\$141	\$143
	\$203	\$203
	\$203	\$203

Actual costs

65% of building permit fee

b. Manufactured home placement, per unit		\$423	\$423
c. Energy Code review			
i. New Residential		\$282	\$282
ii. New Commercial		\$564	\$564
d. Fences over 6 feet tall	Valuation-based		
e. Demolition, per site		\$423	\$423
f. Permit Extension Request		\$141	\$143
5. Miscellaneous Commercial Building Permit Fees			
a. Permit Extension Request		\$141	143
b. Temporary Certificate of Occupancy		\$282	287
B. Mechanical Permit Fees			CMC 15.05.060
1. Commercial Mechanical Permit Fee Table			
	Project Value	Fee	
	\$1 - \$500	\$141	
	\$501 - \$2,000	\$141 for first \$501, plus \$3 per each additional \$500 or fraction thereof up to and including \$2,000	
	\$2,001 - \$25,000	\$186 for first \$2,001, plus \$11 per each additional \$1,000 or fraction thereof up to and including \$25,000	
	\$25,001 - \$50,000	\$439 for first \$25,001, plus \$10 per each additional \$100 or fraction thereof, up to and including \$100,000	
	\$50,001 - \$100,000	\$689 for first \$50,001, plus \$8 per each additional \$1,000 or fraction thereof, up to and including \$100,000	
	\$100,001 +	\$1089 for first \$100,001, plus \$17 per each additional \$1,000 or fraction thereof	

	2015 Fee	2016 Fee	CMC 18.125.020
2. Permit Issuance	\$51	\$51	
3. Supplemental Permit Issuance	\$15	\$15	
4. Mechanical Unit Fee Schedule			
a. Furnace	\$22	\$22	
b. Furnace over 100,000 Btu/h (29.3 kw)	\$27	\$27	
c. Floor furnace	\$22	\$22	
d. Unit heater	\$22	\$22	
e. Appliance vent	\$12	\$12	
f. Boiler or compressor up to 3 hp, or absorption system up to 100,000 Btu/h	\$22	\$22	
g. Boiler or compressor over 3 up to 15 hp, or absorption system 100,001-500,000 Btu/h	\$36	\$36	
h. Boiler or compressor over 30 up to 50 hp, or absorption system 1,000,001-1,750,000 Btu/h	\$75	\$75	
i. Boiler or compressor over 50 hp or absorption system over 1,750,00 Btu/h	\$123	\$123	
j. Air-handling unit up to 10,000 cfm	\$15	\$15	
k. Air-handling unit over 10,000 cfm	\$27	\$27	
l. Evaporative cooler	\$15	\$15	
m. Ventilation fan	\$12	\$12	
n. Mechanical hood	\$15	\$15	
o. Domestic-type incinerator	\$27	\$27	
p. Commercial or industrial-type incinerator	\$22	\$22	
q. Miscellaneous appliance	\$15	\$15	
r. Gas piping system			
1-5 outlets	\$10	\$10	
Each outlet over 5	\$6	\$6	
s. Hazardous process piping system (HPP),			
1-4 outlets	\$10	\$10	
5 or more outlets, each	\$6	\$6	
5. Residential New Single family			
6. Commercial Mechanical Permit by Valuation			

7. Commercial Mechanical Permit Plan Review

65% of Mechanical Permit Fee

i. Repair or alteration of drainage or vent piping, each fixture	\$12	\$12
j. Lawn sprinkler system on any one meter including backflow protection devices	\$12	\$12
k. Atmospheric-type vacuum breakers, 1-5	\$10	\$10
l. Additional breakers exceeding 5, each	\$6	\$6
m. Backflow device other than atmospheric-type vacuum breakers, 2-inch or smaller	\$12	\$12
n. Backflow device other than atmospheric-type vacuum breakers, over 2 inches	\$24	\$24
o. Initial installation and testing for reclaimed water system	\$41	\$41
p. Annual cross-connection testing of reclaimed water system (excluding initial test)*	\$41	\$41
q. Medical gas piping system serving 1-5 inlets/outlets for a specific gas	\$70	\$70
r. Additional medical gas inlets/outlets, each	\$10	\$10
*Additional hourly rate may apply to complex systems		
5. Residential New Single family	\$250	\$250
6. Commercial Mechanical Permit by Valuation		
7. Commercial Plumbing Permit Plan Review		65% of Plumbing Permit Fee

V. FIRE FEES

CMC 15.20.010

Project Value	Fee
A. Fire Permit Fee Table	
Three (3) or less sprinkler heads or alarm devices are exempt from plan review. Issued over counter.	Flat rate of \$141 plus tech fee
\$1 - \$500	\$198
\$501 - \$2,000	\$198 for first \$501, plus \$7 per each additional \$100 or fraction thereof up to and including \$2,000
\$2,001 - \$25,000	\$303 for first \$2,001, plus \$3 per each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 - \$50,000	\$372 for first \$25,001, plus \$8 per each additional \$100 or fraction thereof, up to and including \$100,000
\$50,001 - \$100,000	\$572 for first \$50,001, plus \$6 per each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,001 - \$500,000	\$872 for first \$100,001, plus \$4 per each additional \$10,000 or fraction thereof, up to and including \$500,000
\$500,0001+	\$1,032 for first \$500,001, plus \$4 per each additional \$10,000 or fraction thereof
B. Fire Code Construction Permit	
1. Plan Review Fee (due at application)	2015 Fee 2016 Fee CMC 15.20.010
2. Permit Fee (due at issuance)	65% of fire permit fee See fire permit fee table
3. Commercial Tanks	
a. First tank	\$280 \$280
b. Additional tanks	\$280 \$280
4. Residential Tanks	
a. First tank	\$280 \$280
b. Additional tanks	\$141 \$141
5. Residential tank removal/fill	\$210 \$210
6. Commercial tank removal/fill	\$280 \$280
7. Residential Emergency Generator	\$280 \$280
8. Commercial Emergency Generator	\$561 \$561
9. Hazardous Materials (per hour)	\$141 \$ 143
10. Permit extensions or approvals	
a. Single family residential	\$168 \$168
b. Final and correction inspections	\$270 \$270
c. Full fire inspection	20% of original permit fee

C. Building and Land Use Plan Review		CMC 15.20.010
1. Commercial Building Permit		
0 - 10,000 sq. ft.	\$561	\$561
10,001 - 50,000 sq. ft.	\$1,542	\$1,542
50,001 sq. ft. and up	\$2,102	\$2,102
2. Multi-Family Building Permit		
Single-family Permit		
Subdivisions (at preliminary plat review)	\$700	\$700
Short subdivisions (at preliminary plat review)	\$630	\$630
Boundary line adjustments (case by case)	\$141	\$141
3. Commercial Site Development and Multi-Family		
0 - 10,000 sq. ft.	\$561	\$561
10,001 - 50,000 sq. ft.	\$1,121	\$1,121
50,001 sq. ft. and up	\$1,401	\$1,401
4. Binding site plan, in conjunction with commercial site development permit	\$210	\$210
D. Annual Fire Code Enforcement Inspection		
CMC 15.20.010		
1. Fire Code Permitted Business (per hour)	\$141	\$ 143
2. General Business (per hour)	\$141	\$ 143
E. Fireworks		
CMC 15.20.250		
1. Fireworks stands (rate set by state law)	\$100	\$100
2. Fireworks displays (rate set by state law)	\$100	\$100
F. Other		
CMC 15.20.010		
1. Inspections outside of normal business hours		
Base fee	\$281	\$ 286
PLUS hourly rate beyond two hours (per hour)	\$141	\$ 143
2. Re-inspection (per hour)	\$141	\$ 143
3. Other inspections (per hour)	\$141	\$ 143
4. Additional plan review (per hour)	\$141	\$ 143
5. Request for a code modification (per hour)	\$141	\$ 143
6. Request for alternative material and method (per hour)	\$141	\$ 143
7. Plan review and/or inspection by outside consultants	\$141	\$ 143

VI. TECHNOLOGY MANAGEMENT FEE

A **\$40.00 technology surcharge** is assessed for each of the following transactions: Building permit, plumbing permit, mechanical permit, fire permit, sign permit, demolition permit, right-of-way use permit, etc. The fee is collected at the time of issuance for the building specific permits and right-of-way use permits. A technology surcharge will be assessed for development projects at each step in the land-use process (Concurrency Review, Preliminary, Engineering, Notice to Proceed and Final approvals). Individual impact fees not paid with an associated building permit will be required to pay a separate technology surcharge fee at the time of payment.

ADMINISTRATIVE CHARGES

A. Business Licenses	2016 Fee
1. Business license fee, (New)	\$60
2. Business license for home occupation or home industry (New)	\$60
3. Business license renewal fee	\$60
4. Peddler's permit fee	\$102
PLUS technology surcharge	\$40
5. Special event license (3-day license)	\$146
PLUS technology surcharge	\$40

B. City Clerk's Office	
1. Agenda-only subscription (City Council and all commissions)	No charge
2. Copies of audio tapes of meetings, per tape	Actual cost
3. Verbatim transcripts, requires \$400 deposit when ordered	Actual cost
4. Copy - CD ROM	Actual cost
5. Paper copies on copier (no charge first 5 pages), per page	\$0.15

C. Finance Department	
1. Finance Documents - copies available at City Hall for viewing	Actual Cost
a. Final Budget	No charge
b. Preliminary Budget	Actual Cost
c. Financial Statement	Actual Cost
2. Returned item fee (i.e. NSF, chargeback, etc.)	Actual Cost

D. Miscellaneous Fees	
1. Maps larger than 11" x 17"	Actual Cost
2. Community Room	
a. Reservation fees - Weekdays during normal City Hall business hours (8am to 5pm)	\$28/hour
b. Reservation fees - Weekends, holidays, times other than normal City Hall business hours	\$64/hour

c. Facility monitor hourly rate (set by Executive Department)	\$12/hour
d. Facility monitor lock-up fee	\$6
e. Kitchen use fee (set by Executive Department)	\$30
f. Refundable damage/cleaning deposit	\$250
g. Processing fee for refunds for cancellations (set by Executive Department)	\$10/per transaction
3. Promotional Items	
a. City of Covington hats, mugs, etc.	Actual Cost
b. Covington historical books	Actual Cost

Impact Fees / Other Section A

Transportation Impact Fees (TIF) CMC Chapter 12. 105

Residential Subdivisions: The TIF is based on fees in effect at the time of building permit issuance. Fees are calculated on a per lot basis and are paid prior to (or at time of) building permit issuance.

Commercial Site Development (includes multi-family): The TIF is based on fees in effect at the time of the building permit issuance. Fees are paid prior to (or at time of) building permit issuance.

Fees are determined by the City on a project by project basis, same methodology set forth in the code section cited above.

Refer to the Traffic Impact Fee Rate Table and Calculation Sheet for specific fees.

Worksheet for Transportation Impact Fee of New Development

Pursuant to Ordinance No. 08-10 (Effective October 1, 2010)

Development Name:

Street Location:

City Case Number:

Size of Development:

Residential: Enter number of dwelling units:

Other: Enter building square feet / 1000, or other unit if applicable. (see Table 1)

Total sq. ft. / units

Enter ITE Land Use Code (or word description) from Table 1 columns 1-2, for reference:

ITE L.U. Code:

 (a)

Transportation Impact Fee Rate per Unit of Development:

Enter corresponding Fee per Land Use Unit from Table 1 last column:

 (b)

Note: Fee rate per Land Use Unit is based on adopted Fee per Vehicle-Mile of impact at top of Table 1.

Transportation Impact Fee:

Size of Development x Impact Fee Rate:

(a) x (b) =

 (c)

Total Transportation Impact Fee Due for this Development:

 (c)

Appendix B. Traffic Impact Rate Table

PM Avg K-factor = 0.091 Avg Daily Fee/Trip = \$ 406

This table uses ITE⁽⁹⁾ driveway trip rates, with adjustments, to derive the net new impact per unit of development, in vehicle-miles-traveled (VMT). See ITE for details of land use categories.⁽⁹⁾

ITE LAND USE NAME	ITE LAND USE CODE	ITE LAND USE UNIT ⁽¹¹⁾	ITE Avg SIZE ⁽⁹⁾	ITE GROSS TRIP RATE / UNIT ⁽³⁾		DISCOUNT PASS-BY TRIPS ⁽⁴⁾	ITE Pk/Daily K-Factor	NET DAILY VMT IMPACT RATE / UNIT ⁽⁵⁾	FEE PER LAND USE UNIT
				PM	DAILY				
RESIDENTIAL									
<i>Signature elements: places where people live with active lifestyles. Afternoon peak hour traffic is mainly inbound.</i>									
Single-Family (Detached) Housing	210	Dwelling	214	1.00	9.52	0%	10.5%	9.52	\$ 4,461
Duplex (Detached) Housing	use 210	Dwelling	same	1.00	9.52	0%	10.5%	9.52	\$ 4,461
Multifamily, 3+ Bedrooms	use 231	Dwelling	234	0.78	7.41	0%	10.5%	7.41	\$ 3,479
Multifamily, under 3 Bedrooms	blend 220, 221, 230	Dwelling	250	0.60	6.00	0%	10.0%	6.00	\$ 2,676
Mobile Home Park	240	Dwelling	168	0.59	4.99	0%	11.8%	4.99	\$ 2,632
Self-contained Retirement Community ⁽⁷⁾	251	Dwelling	862	0.27	3.68	0%	7.3%	3.68	\$ 1,204
Senior Adult Housing-Attached	252	Dwelling	147	0.25	3.44	0%	7.3%	3.44	\$ 1,115

Congregate Care Facility, Nursing Home, Elderly Housing (Attached) *please see Non-Retail, assisted living facilities*

NON-RETAIL									
<i>Signature elements: places where most traffic is generated by employees, rather than customers, patrons or residents. Includes some public facilities and some assisted-living types of residential facilities. Peak hour main direction varies.</i>									
Employment Centers									
Office Building (Single Building)	blend 710, 714, 715	1000 sq. ft.	150-300	1.50	11.42	0%	13.1%	11.42	\$ 6,691
Office Park (Multiple Buildings)	750	1000 sq. ft.	370	1.48	11.42	0%	13.0%	11.42	\$ 6,602
Business Park (Multiple Buildings)	770	1000 sq. ft.	379	1.26	12.44	0%	10.1%	12.44	\$ 5,621
Research & Development Center	760	1000 sq. ft.	306	1.07	8.11	0%	13.2%	8.11	\$ 4,773 %T ⁽¹⁰⁾
General Light Industrial	110	1000 sq. ft.	357	0.97	6.97	0%	13.9%	6.97	\$ 4,327 %T ⁽¹⁰⁾
Industrial Park	130	1000 sq. ft.	447	0.85	6.83	0%	12.4%	6.83	\$ 3,792 %T ⁽¹⁰⁾
Manufacturing	140	1000 sq. ft.	325	0.73	3.82	0%	19.1%	3.82	\$ 3,256 %T ⁽¹⁰⁾
General Heavy Industrial	120	1000 sq. ft.	1544	0.68	1.50	0%	45.3%	1.50	\$ 3,033 %T ⁽¹⁰⁾

Trucking and Storage Facilities									
1 Warehousing (Industrial)	150	1000 sq. ft.	354	0.32	3.56	0%	9.0%	3.56	\$ 1,427 %T ⁽¹⁰⁾
2 Mini-Warehouse (Self-Service Storage)	151	1000 sq. ft.	58	0.26	2.50	0%	10.4%	2.50	\$ 1,160
High-Cube Warehouse/Distribution Center	152	1000 sq. ft.	302	0.12	1.68	0%	7.1%	1.68	\$ 535 %T ⁽¹⁰⁾
3 Intermodal Truck Terminal	30	Acres	12	6.55	81.90	0%	8.0%	81.90	\$ 29,218 %T ⁽¹⁰⁾

Institutions									
Church, with Weekday Programs	560	1000 sq. ft.	17	2.00	30.00	20%	6.7%	24.00	\$ 7,137
High School	530	1000 sq. ft.	225	0.97	12.89	10%	7.5%	11.60	\$ 3,894
Elementary and Junior High School	520	1000 sq. ft.	55	0.20	14.49	20%	1.4%	11.59	\$ 714
Church, No Weekday Programs	560	1000 sq. ft.	17	0.40	6.00	0%	6.7%	6.00	\$ 1,784

Assisted Living Facilities									
Nursing Home	620	Beds	99	0.22	2.74	10%	8.0%	2.47	\$ 883
Congregate Care Facility, Elderly Housing (Attached)	253	Living unit	164	0.17	2.02	10%	8.4%	1.82	\$ 682

Notes:

- (1) V.S.P. (Vehicle Servicing Position) = space provided for one vehicle to be fueled or washed; not necessarily "pumps" or "hoses"
- (2) Use total rooms for hotel/motel; 15% vacancy factor is incorporated in gross trip rate. Excludes facilities with major restaurants and meeting places.
- (3) ITE Trip Generation Manual, 9th edition. Some ITE rates are smoothed and averaged to eliminate statistically insignificant differences.
- (4) Pass-by Reduction eliminates trips diverted from the stream of traffic "passing by" a retail site, which add no vehicle-miles of impact on the road system.
- (5) Net New VMT Impact Trip Rate = ITE Gross Trip Rate * (1 - % Pass-by).
- (6) For shopping centers over 65,000 sq. ft., see ITE for logarithmic trip rate formula.
- (7) A retirement community is "self-contained" only if it provides a full range of facilities on-site for medical care, recreation, shopping, dining, etc.
- For "assisted living" retirement facilities serving the non-driving elderly with caregivers employed on-site, use Congregate Care Centers under NON-RETAIL.
- (8) Average size of developments comprising the ITE database. May be useful to distinguish between otherwise similar-sounding classes.
- (9) Trip rate for any land use not covered by this table shall be determined by the Director of Public Works.
- (10) This land use generates heavy truck travel. Truck surcharge must be calculated.
- (11) Units expressed as 1000 sq. ft. refer to habitable gross building area, not land area. Units expressed as "acres" refer to land area.

Appendix B. Traffic Impact Rate Table

PM Avg K-factor = 0.091 Avg Daily Fee/Trip = \$ 406

This table uses ITE⁽³⁾ driveway trip rates, with adjustments, to derive the net new impact per unit of development, in vehicle-miles-traveled (VMT). See ITE for details of land use categories.⁽⁹⁾

ITE LAND USE NAME	ITE LAND USE CODE	ITE LAND USE UNIT ⁽¹¹⁾	ITE Avg SIZE ⁽⁹⁾	ITE GROSS TRIP RATE / UNIT ⁽³⁾		DISCOUNT PASS-BY TRIPS ⁽⁴⁾	ITE Pk/Daily K-Factor	NET DAILY VMT IMPACT RATE / UNIT ⁽⁵⁾	FEE PER LAND USE UNIT
				PM	DAILY				
RETAIL									
<i>Signature elements: non-residential activity with traffic generated mainly by customers or patrons, not employees. Inbound and outbound are roughly equal most of the day. Some public facilities are thus "retail".</i>									
Automobile-related Sales									
Auto Parts Sales	843	1000 sq. ft.	8	5.98	61.91	50%	9.7%	30.96	\$ 13,338
Auto Care Center (Multiple Stores)	942	1000 sq. ft.	12	3.11	38.87	20%	8.0%	31.10	\$ 11,098
Car Sales, New and Used	841	1000 sq. ft.	30	2.62	32.30	10%	8.1%	29.07	\$ 10,518
Automobile Servicing									
Gasoline/Service Station no Mini-Mart	944	V.S.P. ⁽¹⁾	8	13.87	168.56	80%	8.2%	33.71	\$ 12,374
Self-Service Car Wash	947	V.S.P. ⁽¹⁾	7	5.54	75.00	50%	7.4%	37.50	\$ 12,356
Gasoline/Service Station with Mini-Mart	945	V.S.P. ⁽¹⁾	10	13.51	162.78	80%	8.3%	32.56	\$ 12,053
Quick-Lube Vehicle Shop	941	V.S.P. ⁽¹⁾	2	5.19	40.00	50%	13.0%	20.00	\$ 11,576
Tire Store	848, 849	V.S.P. ⁽¹⁾	8	3.32	32.00	50%	10.4%	16.00	\$ 7,405
Social-Recreational Activities									
Coffee and Donut Shop w/o Drive-Through Window	936	1000 sq. ft.	4	40.75	503.09	80%	8.1%	100.62	\$ 36,355
Fast-Food Restaurant with Drive-Through Window	934	1000 sq. ft.	4	32.65	496.12	80%	6.6%	99.22	\$ 29,128
Library	590	1000 sq. ft.	16	7.30	56.24	10%	13.0%	50.62	\$ 29,307
Quality Restaurant	931	1000 sq. ft.	9	7.49	89.95	20%	8.3%	71.96	\$ 26,729
Sit-Down Restaurant	932	1000 sq. ft.	6	9.85	127.15	50%	7.7%	63.58	\$ 21,969
Lodge/Fraternal Organization, with dining facilities	591	1000 sq. ft.	n/a	6.00	48.00	10%	12.5%	43.20	\$ 24,088
Health/Fitness Club	492	1000 sq. ft.	36	3.53	32.93	10%	10.7%	29.64	\$ 14,172
Bowling Alley	437	1000 sq. ft.	24	1.71	33.33	10%	5.1%	30.00	\$ 6,865
Recreational Community Center	495	1000 sq. ft.	65	2.74	33.82	10%	8.1%	30.44	\$ 11,000
Racquet/Tennis Club	491	1000 sq. ft.	48	0.84	14.03	10%	6.0%	12.63	\$ 3,372

Notes:

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- (3) ITE Trip Generation Manual, 9th edition. Some ITE rates are smoothed and averaged to eliminate statistically insignificant differences.
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- (5) Net New VMT Impact Trip Rate = ITE Gross Trip Rate * (1 - % Pass-by).
- (6) For shopping centers over 65,000 sq. ft., see ITE for logarithmic trip rate formula.
- (7) A retirement community is "self-contained" only if it provides a full range of facilities on-site for medical care, recreation, shopping, dining, etc.
For "assisted living" retirement facilities serving the non-driving elderly with caregivers employed on-site, use Congregate Care Centers under NON-RETAIL.
- (8) Average size of developments comprising the ITE database. May be useful to distinguish between otherwise similar-sounding classes.
- (9) Trip rate for any land use not covered by this table shall be determined by the Director of Public Works.
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				PM	DAILY				
RETAIL									
<i>Signature elements: non-residential activity with traffic generated mainly by customers or patrons, not employees. Inbound and outbound are roughly equal most of the day. Some public facilities are thus "retail".</i>									
Community Retail Focus									
Walk-in Bank	911	1000 sq. ft.	5	12.13	156.48	65%	7.8%	54.77	\$ 18,938
Drive-in Bank	912	1000 sq. ft.	4	24.30	148.15	75%	16.4%	37.04	\$ 27,099
Convenience Market	851 - 853	1000 sq. ft.	3	50.00	640.00	85%	7.8%	96.00	\$ 33,455
DVD/Video Rental Store	896	1000 sq. ft.	7	13.60	140.00	55%	9.7%	63.00	\$ 27,300
Pharmacy/Drug Store	880, 881	1000 sq. ft.	13	8.71	89.10	30%	9.8%	62.37	\$ 27,203
Supermarket and Discount Supermarket	850, 854	1000 sq. ft.	62	10.45	102.24	45%	10.2%	56.23	\$ 25,638
Hardware/Paint Store	816	1000 sq. ft.	21	4.84	51.29	25%	9.4%	38.47	\$ 16,192
Building Materials & Lumber Store	812	1000 sq. ft.	11	4.49	45.16	20%	9.9%	36.13	\$ 16,023
Apparel Store	876	1000 sq. ft.	5	3.83	66.40	20%	5.8%	53.12	\$ 13,668
Shopping Center, under 65,000 sq. ft. ⁽⁶⁾	820	1000 sq. ft.	50	3.71	42.70	50%	8.7%	21.35	\$ 8,275
Specialty Retail Center (Strip Mall)	826	1000 sq. ft.	105	2.71	44.32	20%	6.1%	35.46	\$ 9,671

Destination Retail Focus									
1 Free-Standing Discount Store	815	1000 sq. ft.	111	4.98	57.24	30%	8.7%	40.07	\$ 15,550
2 Toy/Children's Superstore	864	1000 sq. ft.	46	4.99	60.00	30%	8.3%	42.00	\$ 15,581
3 Discount Club (Membership Warehouse Store)	857	1000 sq. ft.	112	4.18	41.80	20%	10.0%	33.44	\$ 14,917
4 Electronics Superstore	863	1000 sq. ft.	37	4.50	45.04	30%	10.0%	31.53	\$ 14,051
5 Free-Standing Discount Superstore	813	1000 sq. ft.	154	4.35	50.75	20%	8.6%	40.60	\$ 15,523
6 Factory Outlet Center	823	1000 sq. ft.	146	2.29	26.59	10%	8.6%	23.93	\$ 9,194
7 Home Improvement Superstore	862	1000 sq. ft.	100	2.33	30.74	10%	7.6%	27.67	\$ 9,354
8 Furniture Store	890	1000 sq. ft.	67	0.45	5.06	10%	8.9%	4.55	\$ 1,807
11 Nursery (Garden Center)	817	Acres	4	8.06	108.10	10%	7.5%	97.29	\$ 32,358
12 Nursery (Wholesale)	818	Acres	24	0.45	19.50	10%	2.3%	17.55	\$ 1,807

SPECIAL CASES		<i>Signature Elements: Characteristics not matched with groups above</i>							
State Motor Vehicles Department/Licensing Agency	731	1000 sq. ft.	10	17.09	166.02	30%	10.3%	116.21	\$ 53,364
US Post Office	732	1000 sq. ft.	31	11.22	108.19	60%	10.4%	43.28	\$ 20,020
Medical/Dental Office or Clinic	630, 720	1000 sq. ft.	71	3.66	33.00	10%	11.1%	29.70	\$ 14,694
Day Care Center	565	1000 sq. ft.	4	12.34	74.06	80%	16.7%	14.81	\$ 11,009
Hospital	610	1000 sq. ft.	500	0.93	13.22	10%	7.0%	11.90	\$ 3,734
Hotel/Motel - No Convention Facilities	310-312, 320	Total Rooms ⁽²⁾	200	0.53	6.50	10%	8.2%	5.85	\$ 2,128

Notes:

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Impact Fees / Other Section B

Park Impact Fee CMC 14.92

Park Impact Fees have been authorized by City Council, but are not being collected at this time.

Impact Fees / Other Section C

Fee-in-Lieu of Recreation Space CMC 18.35.160

Most residential developments are required to provide on-site recreation space. The City may, at its sole discretion, allow the applicant to meet some or all of the on-site recreational space requirements by paying a fee in lieu of recreation space. Fees are determined by the City on a project-by-project basis, using the methodology set forth in the code section cited above.



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

Phone: 253-480-2400
 Fax: 253-480-2401
 www.covingtonwa.gov

FEE-IN-LIEU OF OPEN SPACE CALCULATION SHEET

Plat Name: _____

Plat Number: _____

Zoning: _____

Date: _____

- 1. Valuation per Residential Acre
- Valuation per Commercial Acre
- Valuation of Improvements

\$5.00 SF multiplied by required SF*
 \$18.00 SF multiplied by required SF**
 \$6.00 SF multiplied by required SF***

2. Required Open Space:

_____ sq. ft. x _____ = _____ sq. ft. (____ acres)****
 Open space per unit / lot x # of units / lots = required open space

3. Fee-in-Lieu of Open Space:

_____ + \$ _____ x _____ = \$ _____
 Improvement Value** + Land Value x required open space = Fee DUE

- * Value based on Department estimates of land value, as amended annually; King County Office of Assessment data or average land cost in King County indicates a land value of \$199,170 per acre in 1999. Covington area value ranges from \$100,000 to \$150,000 per acre.
- ** Value based on Department estimates of land value, as amended annually; Today's Real Estate, Inc. data on average commercial land cost in Covington area, year 2000 sales.
- *** Improvement value is calculated by the Department based on an average cost for providing improvements (\$4.00 per SF).
- **** 43,560 sq. ft./acre

**Impact Fees / Other
Section D**

Storm and Surface Water Service Charge

SUBJECT: CONSIDER AN ORDINANCE TO IMPLEMENT A VEHICLE LICENSE FEE

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Proposed ordinance

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

When Initiative 695 was approved by voters in 1999, cities across the state felt the hit to their street funds. The Motor Vehicle Excise Tax (MVET) was eliminated and a source of revenue that supported street maintenance and capital was wiped out. City street funds have suffered ever since.

Today, most cities opt to transfer funds from their general fund to support streets. While that helps in the short-term, it takes away services from the general fund and leaves streets beholden to the general fund every budget year to survive. Cities have begun to be more creative in finding ways to support streets and the state has offered additional tools for cities to implement.

One of those tools was the Transportation Benefit District (TBD) which came with myriad funding sources (both voted and non-voted) such as sales tax and VLFs. The city created a TBD in February 2013. The city presented two opportunities for the local electorate to increase sales tax by 0.2% to fund street maintenance and capital. Both propositions failed.

With the passage of the 2015 transportation revenue package, cities are allowed to merge the TBD with the city and keep the revenue options that came with the TBD. The council did that on October 13, 2015.

During 2015, the council has been presented revenue options to support the street fund. The most recent presentation came at the Oct. 31 budget workshop. Council was shown the effect on the street fund fund balance with general fund support withdrawn. In effect, the street fund falls below their 15% fund balance threshold at the end of 2016 and becomes completely insolvent in 2017.

One of the city manager's budget strategies outlined in his 2016 budget message is to find a dedicated revenue source for the street fund. Currently the VLF satisfies the requirements for a dedicated revenue source since it is restricted for transportation use only.

The VLF structure was changed during the 2015 legislative session. The non-voted \$20 fee can be raised up to \$40 after two years and up to \$50 after another two years. Anything less than \$20 will not be eligible for the \$40 increase until it reaches the \$20 level.

ALTERNATIVES:

1. Return the issue to city staff for further study and analysis.

FISCAL IMPACT:

VLFs at a \$20 level would bring in approximately \$280,000 annually. At this level the fund will be solvent through 2017. In addition, this allows council to consider an increase to \$40 in two years or to sunset the VLF at any time if the voters approve a ballot measure increasing the sales tax.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

**Council member _____ moves, Council member _____
seconds, to pass an ordinance to implement a \$ _____ vehicle license fee.**

REVIEWED BY: City Manager; City Attorney.

ATTACHMENT 1

ORDINANCE NO. 12-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ESTABLISHING AN ANNUAL VEHICLE LICENSE FEE; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE; AND PROVIDING FOR CORRECTIONS.

WHEREAS, Chapter 36.73 RCW enables cities and counties to create transportation benefit districts to finance and carry out transportation improvements necessitated by economic development and to improve the performance of transportation systems; and

WHEREAS, the City Council of the City of Covington (the “City Council”) approved Ordinance No. 02-13 on April 9, 2013, establishing the Covington Transportation Benefit District (the “District”), pursuant to Chapter 36.73 RCW, for the purpose of funding transportation maintenance and improvement projects that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels (the “TBD Projects”); and

WHEREAS, the City Council approved Ordinance No. 07-15 on October 13, 2015, wherein the City Council assumed governing control of the District; and

WHEREAS, RCW 36.73.065 authorizes a transportation benefit district to initially impose, by majority vote, a twenty dollar (\$20.00) annual vehicle license fee as authorized in RCW 82.80.140; and

WHEREAS, in accordance with RCW 82.80.140, the new vehicle license fee may not be collected until six (6) months after approval of this action by the council; and

WHEREAS, the city council finds it to be in the best interest of the city and the District to establish an annual vehicle license fee in the amount of twenty dollars (\$20.00) for the purpose of preserving, maintaining, operating, constructing, or reconstructing the transportation infrastructure of the District and funding transportation improvements within the District that are consistent with the TBD Projects;

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

Section 1. Annual Vehicle License Fee Established. An annual vehicle license fee of twenty dollars (\$20.00) is hereby established. Consistent with RCW 36.73.065(4)(a)(i), as written or hereafter amended, to be collected by the Washington Department of Licensing on qualifying vehicles as set forth in RCW 82.80.140, as written or hereafter amended.

Section 2. Revenue Restrictions. The revenues received from the twenty dollar (\$20.00) vehicle license fee shall only be expended on TBD Projects approved by the city council pursuant to Ordinance No. 02-13 and state law.

Section 3. Vehicle License Fee Collection Effective Date. The annual vehicle license fee shall take effect for notices mailed in 2016 for vehicle license renewals due on or after May ____, 2016, or as soon thereafter as the Washington Department of Licensing is reasonably able to incorporate collection of the \$20.00 fee; but in no event shall the vehicle license fee be collected sooner than one hundred and eighty (180) days after approval of this ordinance, pursuant to RCW 36.73.065 and RCW 82.80.140(4). The vehicle license fee shall be collected during the term of the existence of the District and shall cease to be collected upon dissolution of the District.

Section 4. Notice to Department of Licensing. The City Council directs the City Clerk to notify the Washington Department of Licensing (DOL) of the vehicle license fee established in Section 1 of this ordinance and to request that DOL take all steps necessary to implement collection of this fee in accordance with RCW 82.80.140.

Section 5. Severability. If any provision of this ordinance shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions and shall in no way affect the validity of the other provisions, or of the imposition or collection of the tax authorized herein.

Section 6. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City. This ordinance shall be effective five (5) days after its passage and publication.

Section 7. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk is 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 section/subsection numbering.

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AT A REGULAR MEETING THEREOF ON THIS 10th DAY OF NOVEMBER, 2015.

Margaret Harto, Mayor

ATTESTED:

PUBLISHED: 11-20-2015
EFFECTIVE: 11-25-2015

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Agenda Item 5
Covington City Council Meeting
Date: November 10, 2015

SUBJECT: CONSIDER AN ORDINANCE TO SET THE UTILITY TAX RATE FOR _____ PERCENT FOR STORM WATER, SOLID WASTE AND CABLE TV.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT:

1. Draft ordinance

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

At the October 31, 2015 budget workshop, council requested that staff bring back information discussing the options for increasing the utility tax rate for those utilities for which rates can be raised above the 6% limit councilmanically. Those utilities would be Solid Waste, Storm Water, and Cable TV.

Since utility taxes are considered unrestricted, they may be used to pay for any public purpose the council deems necessary. A portion of the discussion revolved around perhaps establishing a building fund for the Town Center.

The city currently collects 6% on each of the listed utilities in the table below. The table represents what an additional 1% would bring in over and above the existing 6% and is based on the 2016 budget.

Utility	1%	2%	3%	4%	5%	6%
Solid Waste	28,667	57,334	86,001	114,668	143,335	172,002
SWM ¹	19,512	39,024	58,536	78,048	97,560	117,072
Cable TV ²	51,334	102,668	154,002	205,336	256,670	308,004

ALTERNATIVES:

1. Do not adopt the ordinance and provide direction to staff.

FISCAL IMPACT: Discussed above.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds to adopt an ordinance to set the utility tax rate at _____ percent for the following utilities: _____, _____, _____.

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

¹ While SWM absorbs any rate increase thereby reducing its revenue, the tax that is moved into the general fund becomes unrestricted and can be used for any public purpose.

² May not be “unduly discriminatory” (i.e. must be imposed at the same or similar rate as is imposed on other utilities)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING COVINGTON MUNICIPAL CODE SECTION 3.70.040, OCCUPATIONS SUBJECT TO TAX, INCREASING THE TAX ON THE GROSS INCOME OF SOLID WASTE, CABLE TELEVISION, AND SURFACE WATER MANAGEMENT PROVIDERS OPERATING WITHIN THE CITY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE; AND PROVIDING FOR CORRECTIONS.

WHEREAS, the City of Covington (“City”) is classified as a non-charter code city under title 35A RCW; and

WHEREAS, RCW 35A.82.020 authorizes a code city to impose excises taxes for regulation or revenue on businesses doing business within their boundaries; and

WHEREAS, pursuant to the above authority, code cities are authorized to impose taxes upon gross revenues earned by utility and service providers within their jurisdictional boundaries; and

WHEREAS, in November 2007 the City Council of the City of Covington (“City Council”) passed Ordinance No. 16-07, enacting a utility tax upon gross revenues derived from certain utility service providers operating within the City, including solid waste and cable television, which utility tax is codified at Chapter 3.70 of the Covington Municipal Code (CMC); and

WHEREAS, in May 2012, the City Council passed Ordinance No. 08-12 to include surface water management service providers as an occupation for which utility tax is collected, which utility tax is codified at CMC 3.70.040; and

WHEREAS, the City Council has determined that an increase the tax rate upon gross income derived from solid waste, cable television, and surface water management, service operators to ___ percent (___%) is necessary to bridge the financial gap between decreasing revenues and increasing demands for city services, including, but not limited to, public safety and the maintenance of streets and pedestrian walkways; and

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

Section 1. CMC 3.70.040 Amended. The following amendment shall be made to CMC 3.70.040:

3.70.040 Occupations subject to tax – Amount.

~~There is levied upon and shall be collected from a person engaged in or carrying on a light and power business, telephone business, solid waste collection business, gas distribution business, surface water management services, or cable television services in the City of Covington a tax equal to~~

~~six percent of the total gross income from such business in the City during the period for which the tax is due.~~

(1) Light and Power (Electricity). There is levied upon and shall be collected from every person engaged or carrying on the sale, delivery, or distribution of a light and power business in the City of Covington a tax equal to six percent (6%) of the total gross income derived from the operation of such business in the City during the period for which the tax is due.

(2) Telephone. There is levied upon and shall be collected from every person engaged in or carrying on a telephone business in the City of Covington a tax equal to six percent (6%) of the total gross income derived from the operation of such business in the City during the period for which the tax is due.

(3) Gas. There is levied upon and shall be collected from every person engaged in or carrying on a gas distribution business in the City of Covington a tax equal to six percent (6%) of the total gross income derived from the operation of such business in the City during the period for which the tax is due.

(4) Solid Waste. There is levied upon and shall be collected from every person engaged in or carrying on a solid waste collection service in the City of Covington a tax equal to _____ percent (%) of the total gross income derived from the operation of such business in the City during the period for which the tax is due.

(5) Cable Television. There is levied upon and shall be collected from every person engaged in or carrying on a cable television service in the City of Covington a tax equal to _____ percent (%) of the total gross income derived from the operation of such business in the City during the period for which the tax is due.

(6) Surface Water Management. There is levied upon and shall be collected from every person engaged in or carrying on a surface water management service in the City of Covington a tax equal to _____ percent (%) of the total gross income derived from the operation of such business in the City during the period for which the tax is due.

Section 2. Referendum Procedure. A referendum petition to repeal this ordinance may be filed with the City Clerk within seven (7) days of passage of this ordinance. Within ten (10) days of such filing, the City Clerk shall confer with the petitioner concerning the form and style of the petition, issue an identification number for the petition, and secure an accurate, concise, and positive ballot title from the designated local official. The petitioner shall have thirty (30) days in which to secure the signatures of not less than fifteen percent (15%) of the registered voters of the city, as of the last municipal general election, upon petition forms that contain the ballot title and the full text of the measure to be referred. The City Clerk shall verify the sufficiency of the signatures on the petition and, if sufficient valid signatures are properly submitted, shall certify the referendum measure to the next election ballot within the city or at a

special election ballot as provided pursuant to RCW 35.17.260(2). Except as otherwise provided herein, all provisions set forth at RCW 35.17.250 through RCW 35.17.360 that are applicable to the character and form for an initiative petition, to the examination and certification thereof, and to the submission to the vote of the people of the ordinance proposed thereby, shall apply to the referendum petition authorized herein and to this ordinance.

Section 3. 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 4. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk is 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 section/subsection numbering.

Section 5. Effective Date. Upon passage, this ordinance shall be published in the official newspaper of the city and shall take effect and be in full force five days after publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON ON THIS 10th DAY OF NOVEMBER, 2015, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON THE 10th DAY OF NOVEMBER, 2015.

Mayor Margaret Harto

PUBLISHED: November 20, 2015
EFFECTIVE: November 25, 2015

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Agenda Item 6
Covington City Council Meeting
Date: November 10, 2015

SUBJECT: 2016 LEGISLATIVE AGENDA

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Possible 2016 Legislative Priorities
2. Possible 2016 Legislative Policy Document

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:

On October 13, 2015 the city council reviewed possible legislative items and gave recommendations to staff. Since then staff has met with the city's lobbyist and further refined our possible 2016 legislative agenda. A formatting change that we are proposing this year is to adopt a smaller than usual agenda with only four items on it. This will give targeted direction to our lobbyist on how to proceed and indicate the priority of these items to our legislators. In addition to the agenda, we are recommending a policy document that states other items of importance that we will spend less time on or simply monitor throughout the legislative session.

Following approval of our 2016 Legislative Agenda and Policy Document the Mayor, Mayor Pro Tem, and staff will present our 2016 Legislative Agenda to our 47th District Legislators.

ALTERNATIVES:

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION: Ordinance ____ Resolution X Motion X Other

Council may take action at this time or provide additional feedback and direction to staff.

**Councilmember _____ moves, Councilmember _____
seconds to adopt the 2016 Legislative Agenda.**

REVIEWED BY: Management Team



City of Covington 2016 Legislative Priorities

Recognizing that the 2016 Legislative Session is a short 60-day session, focused on making amendments to the 2015-17 budgets, the city has adopted a narrow list of legislative priorities:

- **Transportation Funding**

The City of Covington is thankful for the approval of the Connecting Washington funding package, and the allocation of funds for widening S.R. 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 of Covington:

- Supports moving the funding allocations to the Covington Connector to start construction sooner and will work with community interests to advance this request in the 2016 legislative session.
- 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**

Seek funding for a higher education needs assessment in Covington. The City previously sought funding for a higher education needs assessment; however, the assessment was determined as not needed because Eastern Washington University and Green River Community College agreed to conduct a study with existing resources. Unfortunately, Eastern Washington University is no longer interested in pursuing a needs assessment. Covington now seeks funding to complete an assessment.

- **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. Additionally, the city will explore legislation that allows public meeting recordings to serve as the official, certified minutes of the public meeting.

- **Restrictions on Sister City Expenses**

The City of Covington will work with a coalition of cities to seek clarification from the legislature on a funding solution for sister city activities. Current law prevents cities from spending public funds on hosting sister cities or the giving of relevant gifts to visiting dignitaries.



2016 Legislative Policy Document

In addition to the City's 2016 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 2016 legislative priorities of the City.

- **Transportation:**
 - 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.
- **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.
- **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, including councilmanic authority for an additional .25% REET to make investments in affordable housing.
- **Parks:**
 - *Recreational Immunity:* The City supports amending the recreational immunity statute so that cities retain immunity on trails.
 - *RCO WWRP Re-Evaluation:* The city will monitor proposed statutory revisions to RCO Washington Wildlife and Recreation Program (WWRP), which could significantly impact our park and trails funding grant opportunities.
- **Body Cameras:** The city supports a legislative amendment to the Public Records Act that allows for the effective use of police body cameras, and balances the interests of officer accountability, transparency, and privacy.

Agenda Item 7
Covington City Council Meeting
Date: November 10, 2015

SUBJECT: 2015 THIRD QUARTER FINANCIAL REPORTS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. 2015 Third Quarter Report
2. Quarterly Performance Reports by Fund
3. Major Revenue Review
4. Investment Listing

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

It is the policy of the City and a requirement of state law (RCW 35A.33.140) to provide financial reports to the governing body on a quarterly basis.

ALTERNATIVES:

N/A

FISCAL IMPACT:

None.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

ASK QUESTIONS OF STAFF

REVIEWED BY: City Manager

Economic & Revenue Summary

~WA State Economic & Revenue Forecast Council



- U.S. real GDP growth for the 3rd quarter was revised up from 3.7% to 3.9% at an annual rate.
- U.S. employment expanded by a disappointing 142,000 net new jobs in September, while July and August employment were revised downward by 59,000.
- U.S. light vehicle sales hit their highest level since July 2005.
- U.S. manufacturing activity remains weak.
- Washington employment continues to grow at a solid rate but manufacturing remains weak.
- Washington personal income growth exceeds the nation.
- Seattle inflation remains low thanks to falling energy costs.
- Washington car and truck sales are the strongest since November 2007 just prior to the onset of the Great Recession.

2015 3rd Quarter

Sales tax is experiencing record gains which is offset by weaker than expected utility tax collections. REET is above forecast due to unanticipated commercial sales while property tax collections remain solid. Expenditures are tracking as expected. The local economy appears vibrant with new commercial construction outpacing 2014 by a wide margin. Single family home permits are increasing as plat approvals move forward. Business licenses through Sept have exceeded all of 2014 by 7. City marketing has been effective for aquatics and athletics as participation has been increasing.

- Rob Hendrickson, Finance Director

Inside this issue:

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

Property Tax

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

Through the 3rd quarter the City received \$1,360,960 or 54.4% of budget. This is ahead of 2014 3rd quarter results by 3.0%.

Property tax is the most stable

2013	2014	2015
\$ 1,222,026	\$ 1,320,979	\$ 1,360,960

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

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

Currently, property taxes are allocated 100% to the General Fund.

The 2014 levy for 2015 collection is \$2,479,823 and the levy rate is \$1.31/\$1,000 assessed value. The legal cap for property tax collections is \$2.10/\$1,000 assessed value.

The City’s assessed valuation is \$1.88 billion—an increase of \$271.2 million or 16.77% over the previous year.

Real Estate Excise Tax (REET)

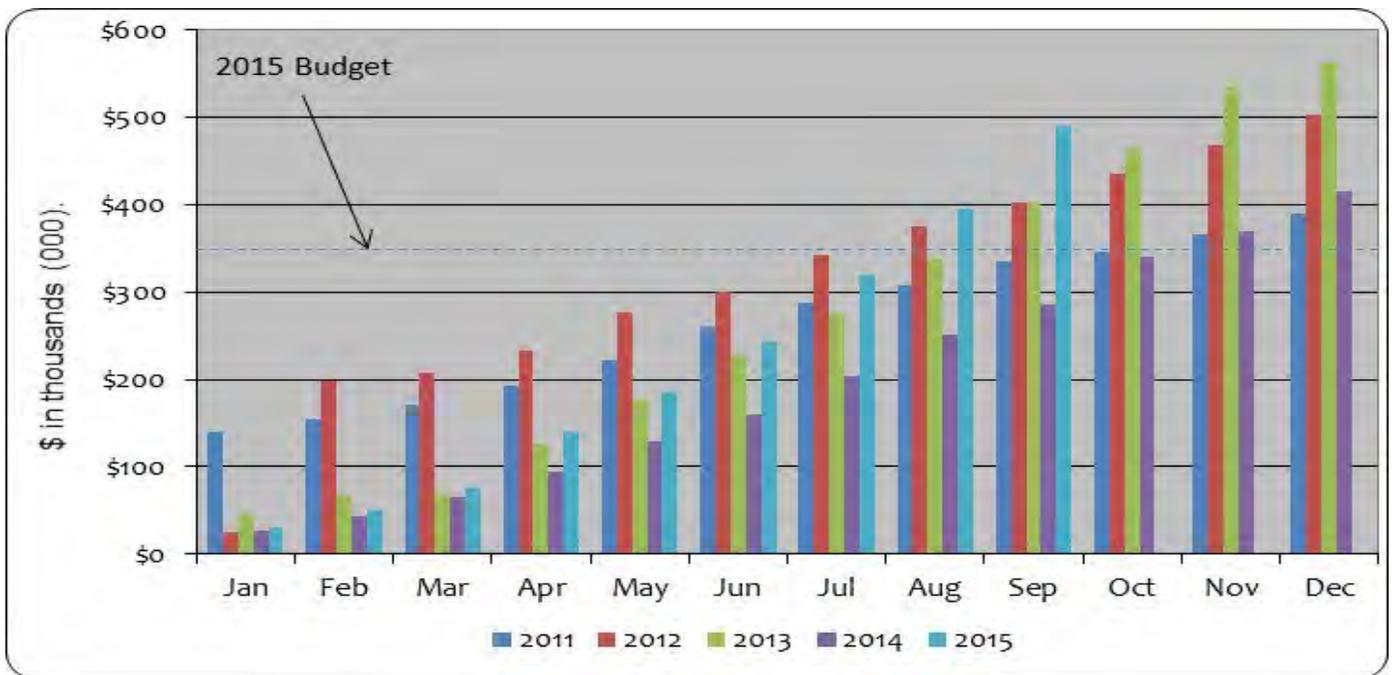
REET is a restricted revenue dedicated to paying debt service on the 2007 transportation bonds which paid for 168th Place SE/165th Place SE and loans from the Public Works Trust Fund. This tax is levied by the City on all sales of real estate at the

rate of one-half percent (two quarter percents).

Through September, collections are \$490,716 or 140.0% of the \$350,000 budget. This is \$204,645 or 71.5% higher than 2014 primarily due to three commercial sales.

There were no new home sales, 319 existing home sales (42% higher than 2014), and three commercial sales through 3rd quarter.

Generally, existing home sales drive REET, but commercial sales add revenue rapidly and in large amounts.

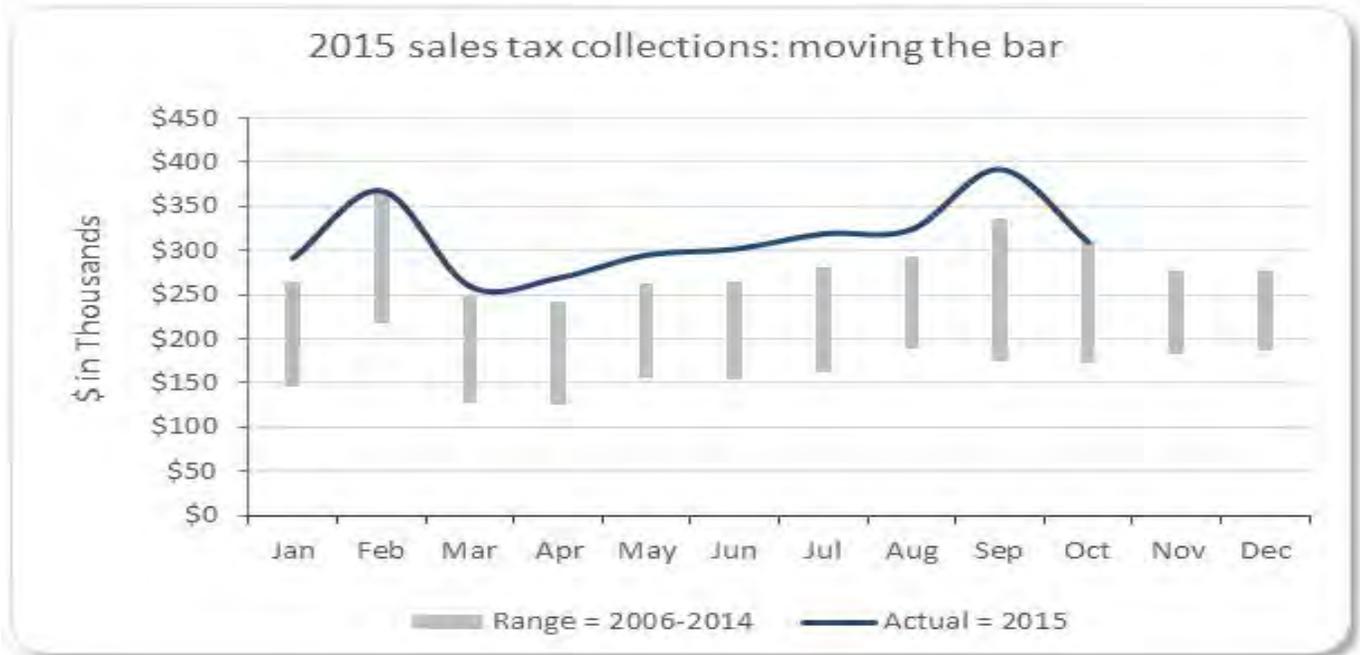


Retail Sales & Use Tax

Sales and use Tax is the largest revenue source available to the City. It currently supports the General Fund at 84% and the Parks and Recreation Fund at 16%. The 3rd quarter (on a cash

basis) is above 2014 levels by \$339,860 or 13.7%. Total collections are at \$2,818,546 or 83.1%. The budget for 2015 is \$3,391,790.

In year over year comparisons, retail sales increased by 8.9%, construction increased 98.3%, food services were up 9.0%, and all other categories increased 12.2%.



Utility Tax

The City imposes a utility tax on electrical energy, natural gas, brokered natural gas, solid waste, cable television, telephone, and SWM at the rate of 6.0%.

The utility tax supports the general fund including debt service, streets, parks and parks CIP.

The 3rd quarter Y/Y is down by \$223,767 or 13.7%. Collections are below budget. Part of this is PSE's September payment came in October. Total collections are \$1,411,492 or 66.7% of budget.

Solid waste and SWM exceed the prior year but all other categories are down when compared to 3rd quarter 2014.

MuniServices is in the beginning stages of a tax audit of PSE to insure compliance with city requirements.



Utility	2014	2015
Electricity	\$534,151	\$437,605
Natural Gas	285,887	246,257
Solid Waste	117,326	121,133
Cable	241,086	234,437
Telephone	393,714	302,832
SWM	63,094	69,226
Total	\$1,635,259	\$1,411,492

GENERAL FUND

Revenues for the 3rd quarter are 70.6% of budget or \$6,691,523. This is more than 2014 levels by \$451,013. Sales, utility, and property tax collections are detailed on pages 2 and 3. Remaining revenues outpaced 2014 by \$384,083 or 32.9%.

Total expenditures including transfers out through September are \$6,443,798. This is an increase

in spending of 13.4% or \$761,293 over the same period last year. This is in due mainly to an increase in operating transfers out.

Overall, 61.7% of the budget has been spent. Note in the chart below that most all departments are below the 75% mark. City council and legal are the exceptions due to front loaded expenses that will even out during the year.

Law Enforcement costs are on track for the year.

Beginning fund balance is \$4,482,656—an increase of \$455,851.

GENERAL FUND DEPARTMENT BUDGET UPDATE

Department	YTD - 2014	% of Budget	YTD - 2015	% of Budget
City Council	\$ 414,913	85.2%	\$ 428,435	88.3%
Municipal Court	282,095	44.2%	300,605	58.1%
Executive	744,145	78.5%	631,734	66.2%
Finance	395,384	71.4%	432,240	73.2%
Legal	69,280	75.0%	87,733	91.4%
Human Resources	248,134	68.9%	272,178	70.0%
Solid Waste	799	0.0%	588	0.0%
Central Services	385,919	72.7%	371,917	70.9%
Law Enforcement	2,192,710	67.5%	2,160,736	62.1%
Community Development	243,985	52.5%	295,646	72.1%
Operating Transfers Out	<u>705,143</u>	36.0%	<u>1,461,986</u>	48.7%
TOTAL	<u>\$ 5,682,507</u>	63.5%	<u>\$ 6,443,798</u>	61.7%

PUBLIC WORKS

Public Works consists of Street Operations and Surface Water Management (SWM).

Street Operations is funded by franchise fees received from Comcast and a motor vehicle fuel excise tax—gas tax.

Franchise fees are slightly ahead of 2014 by 3.7% or \$6,522 and ahead of forecast at \$181,724 or 77.8%.

Total operating revenues are \$490,209 and other financing sources are \$251,501. At \$741,710

this puts total revenue sources at 68.4% for the 3rd quarter.

Gas tax came in slightly above budget. The forecast is generated through Municipal Research Services Corporation (MRSC). The amount received is \$285,457 or 77.7% of budget. This is slightly higher than 2014 by \$10,966 or 4.0%.

Total expenditures are under budget for the 3rd quarter. Total expenditures are at 67.6% or \$737,292.

Street operating revenues are below operating expenditures by \$240,178. Operating transfers of \$251,501 from the general fund offset that deficit.

Ending fund balance for Streets is \$514,491 an increase of \$46,625.

SWM is primarily funded through drainage fees that are collected by King County. The City received \$1,068,103 or 57.2% of budget. Total revenues are at 51.3% or \$1,113,929.

Total expenditures are at 52.5% or \$1,273,854 slightly below 2014.

DEVELOPMENT SERVICES

Total revenue is at \$1,490,860 or 118.8% of forecast. This is a 190.5% increase over 2014. Permit revenue is at \$843,247 which is a 524.1% increase over 2014 and is 90.0% of budget.

The number of permits for single family residences are at 10 compared to 0 in 2014. There are 20 multi-family permits and one commercial permit year-to-date.

Operational expenditures came in

at 75.7% or \$832,338.

2015 is expected to have additional development.

Ending fund balance was \$1,912,002 an increase of \$20,773.

PARKS and RECREATION

Parks is divided into five divisions: aquatics, maintenance, recreation, parks administration and athletics. Revenues are derived from a portion of sales tax (16%), aquatics revenue, recreation, athletics and some miscellaneous revenues such as rentals and interest earnings.

Operating revenue came in ahead

of forecast at 91.0% or \$1,243,252—led by sales tax and aquatics revenue. Sales tax is 83.1% or \$450,967, aquatics revenue is \$616,935 or 98.5%, athletics revenue is \$103,189 or 77.3% and recreation revenue is \$59,814 or 99.5%. All four categories exceed 2014 in year over year results.

Year to date attendance is

99,863—ahead of 2014 by 12,350.

Operating expenditures for the five divisions are 79.2% or \$2,041,696. Expenditures are exceeding operating revenues by \$798,444.

Ending fund balance was \$214,256 a decrease of \$87,222.

Cash & Investments

Cash and investments total \$14,818,565. This exceeds September 2014 by \$2,177,872. The two largest gainers are the Capital Investment Fund followed by the Development Services Fund. With the exception of the Street fund, all funds gained over 2014.

The Local Government Investment Pool (LGIP) is currently earning 0.18% (as of September 2015). The City has \$12,187,164 invested with the LGIP.

Investments outside the LGIP total \$2,414,395 (market value).

That is split between US Government Agencies and Municipal Securities. (six investments)

The weighted yield of the portfolio with the state pool is 0.29% and without the pool is 0.81% (five times the pool earnings). Average days to maturity with the pool is 94.62 days or 0.26 years and with-



out the pool is 570.37 days or 1.56 years.

There was one maturity during the quarter.

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

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

TOTAL GENERAL LEDGER CASH ACCOUNTS			
	INVESTMENTS	CASH	TOTAL
GENERAL FUND	\$451,747.68	\$3,533,498.07	\$3,985,245.75
STREET FUND	-	393,498.96	393,498.96
CONTINGENCY FUND	-	421,746.39	421,746.39
CUMULATIVE RESERVE FUND	1,254,682.25	161,511.73	1,416,193.98
REET 3rd 1/4% FUND	-	152,194.51	152,194.51
REET 3rd 1/4% FUND	-	152,194.50	152,194.50
DEVELOPMENT SERVICES FUND	507,032.24	2,059,014.92	2,566,047.16
PARKS and COMMUNITY SERVICES FUND	-	182,323.57	182,323.57
LID 99-01 GUARANTY FUND	-	-	-
LONG-TERM DEBT SERVICE FUND	-	-	-
LID 99.01 FUND	-	34,349.63	34,349.63
CAPITAL IMPROVEMENT PROGRAM	-	2,677,840.11	2,677,840.11
SURFACE WATER MANAGEMENT	200,933.00	1,946,799.11	2,147,732.11
UNEMPLOYMENT INSURANCE	-	266,943.90	266,943.90
EQUIPMENT REPLACEMENT	-	422,254.74	422,254.74
	-	-	-
TOTAL ALL FUNDS	\$ 2,414,395.17	\$ 12,404,170.14	\$ 14,818,565.31

Capital Investment Program

Please see the chart below for current CIP activity.

Project #	Project Description	Revenues	Expenditures
1010	Covington Community Park Phase 2	\$105,694	\$8,544
1014	Jenkins Creek Park	27,274	239,939
1019	SoCo Park	862	862
1029	Annual Traffic Safety	1,018	2,420
1057	SR 516 Safety Widening	220	2,020
1086	164th AV Se	0	732
1127	SR 516 Widening at Jenkins Creek	854	42,985

CITY OF COVINGTON FINANCE DEPARTMENT

**16720 SE 273rd St
Suite 100
Covington, WA 98042**

**Phone: 253-480-2400
Fax: 253-480-2401**

Rob Hendrickson - Finance Director
Casey Parker - Senior Accountant
Lindsay Hagen - Accountant I
Staci Cles - Senior Accounting Clerk
Viviana Salazar—Finance Assistant

City of Covington ATTACHMENT 2

Quarterly Performance Report - General Fund

as of 9/30/2015

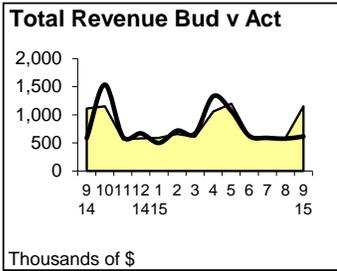


Chart 1

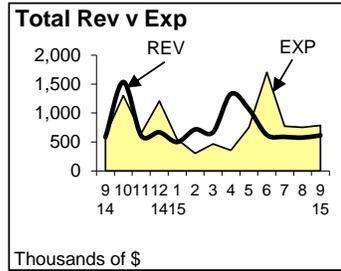


Chart 2

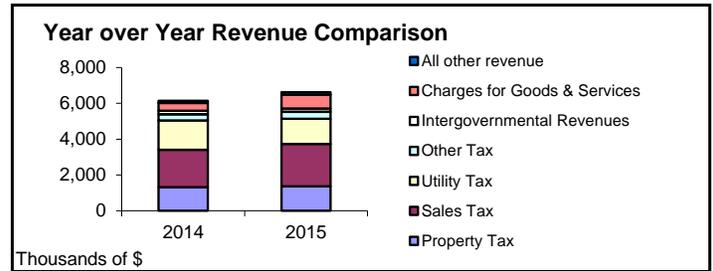


Chart 3

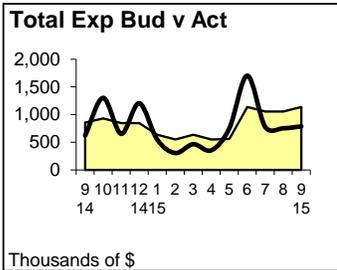


Chart 4

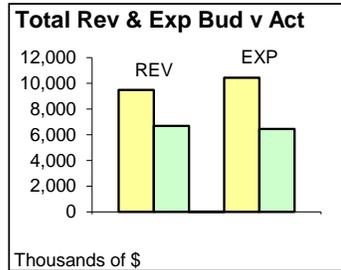


Chart 5

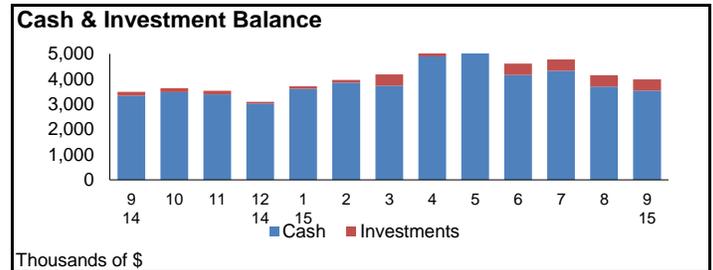
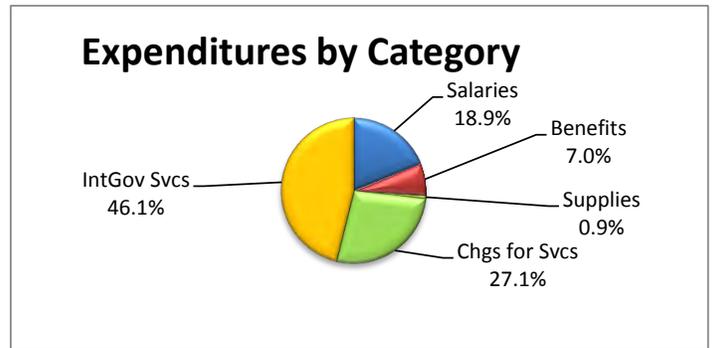
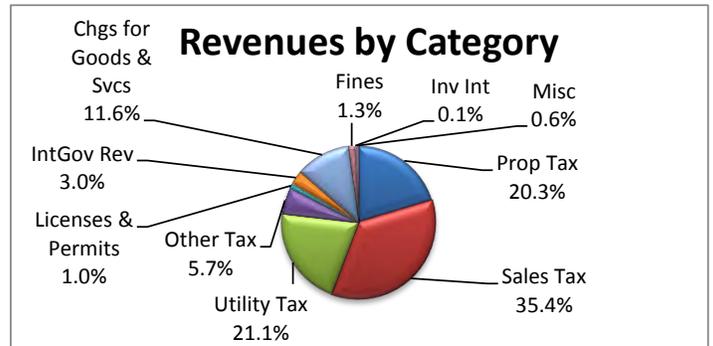


Chart 6

Rev & Exp - YTD	2015		\$ Rem	% Coll YTD	2014 Actual
	Budget	Actual			
Property Tax	\$ 2,500.5	\$ 1,361.0	\$ 1,139.5	54.4%	\$ 1,320.6
Sales Tax	2,849.1	2,367.6	481.5	83.1%	2,082.1
Utility Tax	2,116.8	1,411.5	705.3	66.7%	1,635.3
Other Tax	452.0	378.2	73.8	83.7%	341.1
Licenses & Permits	75.0	64.0	11.0	85.3%	62.5
Intergovernmental Rev	291.5	198.7	92.9	68.1%	207.2
Charges for Goods & Svcs	1,008.0	773.4	234.6	76.7%	436.6
Fines & Penalties	94.7	87.4	7.3	92.3%	75.9
Investment Interest	12.0	9.7	2.3	81.1%	5.9
Miscellaneous	44.4	40.0	4.3	90.3%	38.1
Total Operating Revenues	9,444.0	6,691.5	2,752.5	70.9%	6,205.3
Other Financing Sources	35.2	-	35.2	0.0%	35.2
Total Sources	\$ 9,479.2	\$ 6,691.5	\$ 2,787.6	70.6%	\$ 6,240.5
Salaries & Wages	\$ 1,444.3	\$ 1,013.5	\$ 430.8	70.2%	\$ 1,025.1
Benefits	525.9	377.7	148.2	71.8%	375.4
Supplies	68.5	48.3	20.1	70.6%	45.7
Charges for Services	1,872.1	1,453.2	418.9	77.6%	1,408.6
Intergovernmental Svcs	4,027.6	2,478.9	1,548.7	61.5%	2,470.4
Capital	5.1	-	5.1	0.0%	16.1
Total Operating Expenses	7,943.4	5,371.6	2,571.8	67.6%	5,341.2
Other Financing Uses	2,501.5	1,072.2	1,429.2	42.9%	341.3
Total Uses	\$ 10,444.9	\$ 6,443.8	\$ 4,001.1	61.7%	\$ 5,682.5

Chart 7



Percentages may not equal 100% due to rounding.

Chart 8 & 9

Legend			
	Cur Year		Budget
	Actual		
Data in Thousands of \$			

City of Covington

Quarterly Performance Report - Street Operations

as of 9/30/2015

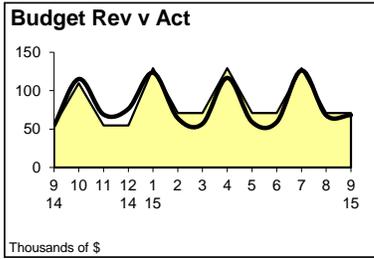


Chart 1

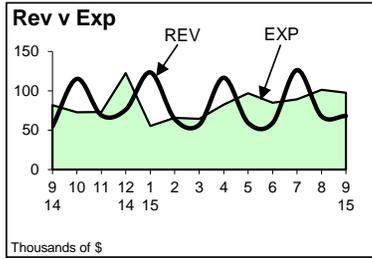


Chart 2

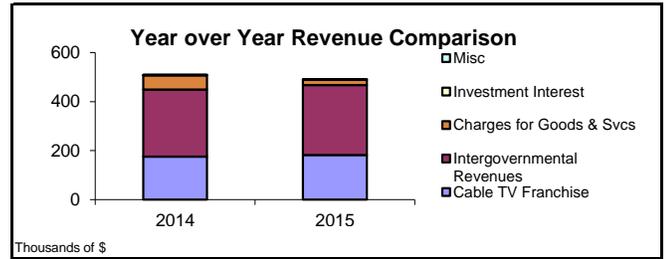


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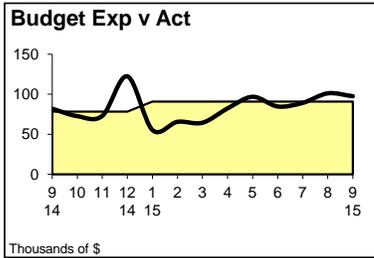


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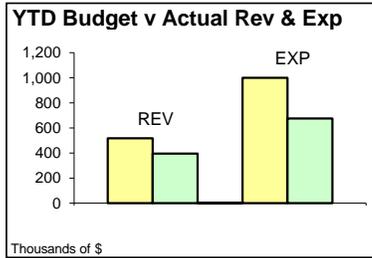


Chart 5

Less: Operating Transfers and Other Financing Uses

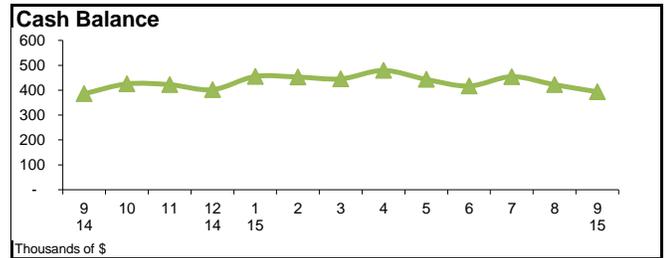
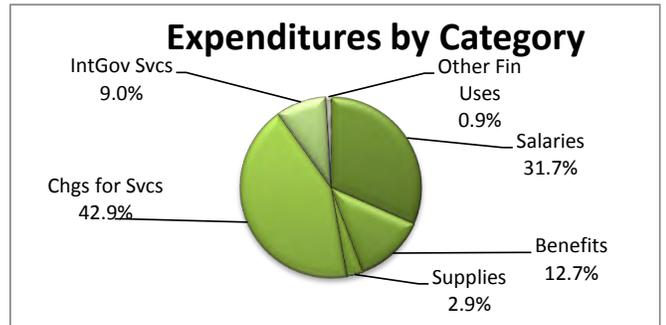
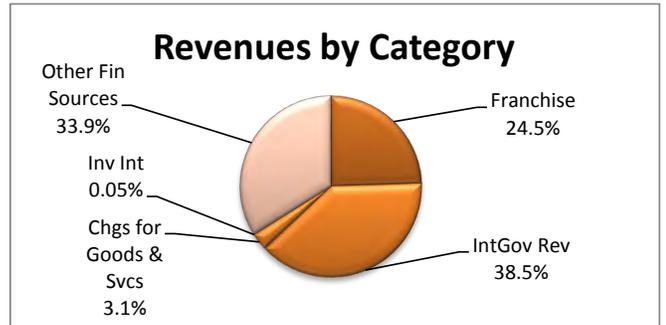


Chart 6

Rev & Exp - YTD	2015	2015	\$ Rem	% Cull	2014
	Budget	Actual			Actual
Cable TV Franchise	\$ 233.5	\$ 181.7	\$ 51.8	77.8%	\$ 175.2
Intergovernmental Revenues	367.3	285.5	81.8	77.7%	274.5
Charges for Goods & Svcs	6.0	22.6	(16.6)	377.2%	58.3
Investment Interest	0.4	0.4	0.0	99.2%	0.3
Miscellaneous	-	-	-	0.0%	0.0
Total Operating Revenues	607.2	490.2	116.9	80.7%	508.2
Operating Transfer In	476.6	251.5	225.1	52.8%	197.6
Total Sources	\$ 1,083.8	\$ 741.7	\$ 342.1	68.4%	\$ 705.9
Salaries & Wages	\$ 353.7	\$ 233.4	\$ 120.3	66.0%	\$ 245.2
Benefits	135.1	93.8	41.2	69.5%	93.5
Supplies	65.9	21.3	44.7	32.2%	26.7
Charges for Services	437.6	315.9	121.7	72.2%	194.2
Intergovernmental	98.0	66.0	32.0	67.4%	53.9
Capital	-	-	-	0.0%	12.7
Total Operating Expenses	1,090.3	730.4	359.9	67.0%	626.2
Other Financing Uses	-	6.9	(6.9)	0.0%	14.4
Total Uses	\$ 1,090.3	\$ 737.3	\$ 353.0	67.6%	\$ 640.6

Chart 7



Percentages may not equal 100% due to rounding.

Chart 8 & 9

Legend			
	Cur Year		Budget
	Actual		Data in Thousands of \$

City of Covington

Quarterly Performance Report - Development Services

as of 9/30/2015

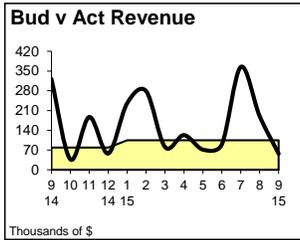


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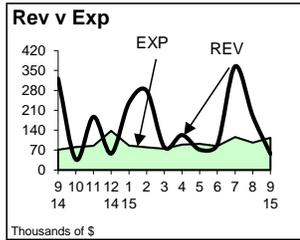


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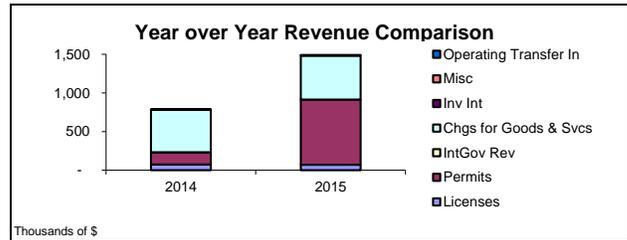


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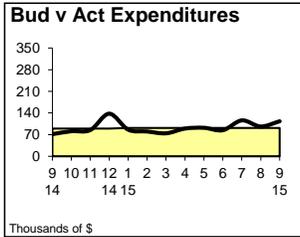


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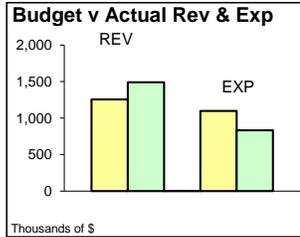


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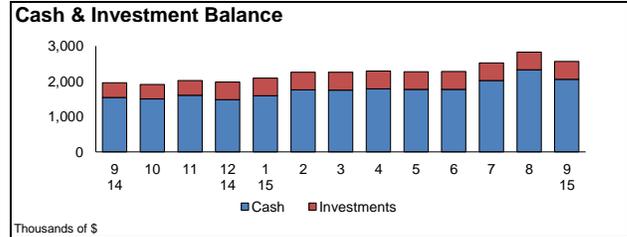


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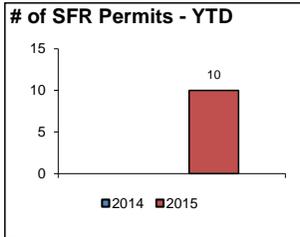


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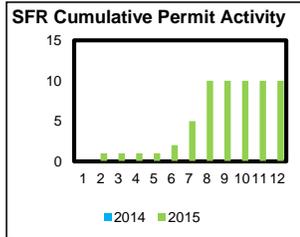


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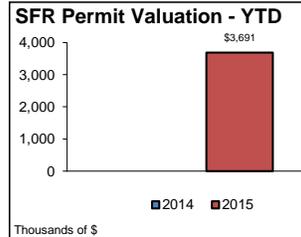
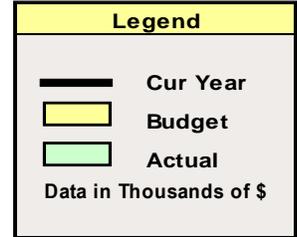


Chart 9



Rev & Exp - YTD	2015	2015	\$ Rem	% Coll YTD	2014
	Budget	Actual			Actual
Licenses	\$ 80.3	\$ 71.4	8.9	88.9%	\$ 73.1
Permits	936.9	843.2	93.7	90.0%	160.9
Intergovernmental Svcs	4.6	-	4.6	0.0%	0.1
Charges for Services	229.3	565.5	(336.2)	246.6%	546.6
Interest Income	4.0	10.7	(6.7)	268.3%	2.0
Miscellaneous	-	-	-	0.0%	0.0
Total Operating Revenues	1,255.2	1,490.9	(235.7)	118.8%	782.8
Operating Transfer In	-	-	-	0.0%	-
Total Sources	\$ 1,255.2	\$ 1,490.9	\$ (235.7)	118.8%	\$ 782.8
Salaries & Wages	\$ 494.4	375.1	119.3	75.9%	353.9
Benefits	174.1	128.8	45.3	74.0%	122.6
Supplies	9.7	6.4	3.3	65.6%	3.3
Charges for Services	361.8	286.2	75.6	79.1%	256.1
Intergovernmental	59.6	36.0	23.7	60.3%	7.8
Total Operating Expenses	1,099.5	832.3	267.2	75.7%	743.7
Other Financing Uses	-	-	-	0.0%	-
Total Uses	\$ 1,099.5	\$ 832.3	\$ 267.2	75.7%	\$ 743.7

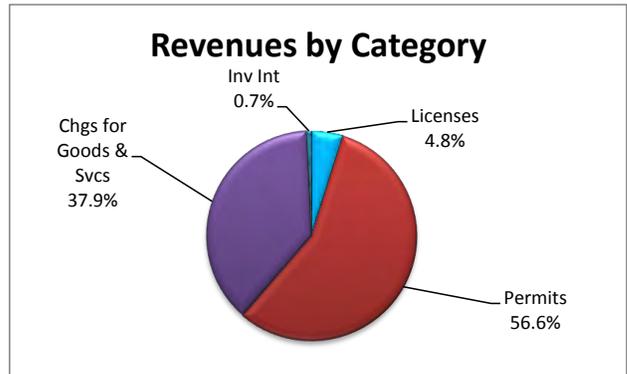
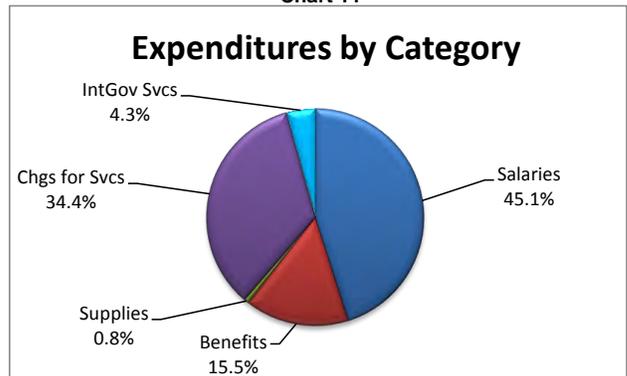


Chart 11



Percentages may not equal 100% due to rounding.

City of Covington

Quarterly Performance Report - Parks and Recreation Services

as of 9/30/2015

SUMMARY CHARTS

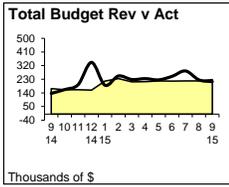


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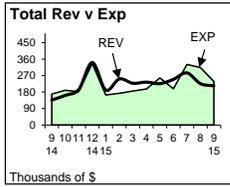


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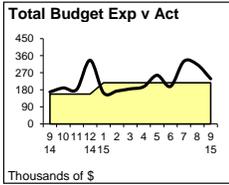


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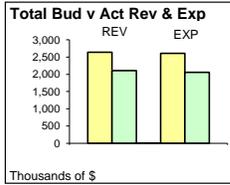


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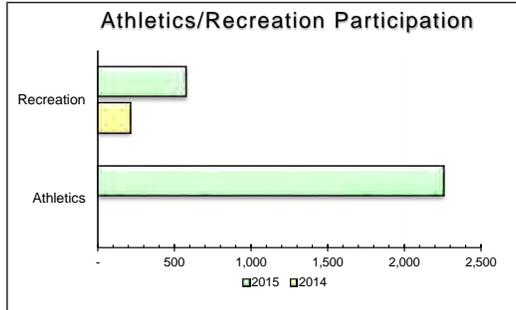
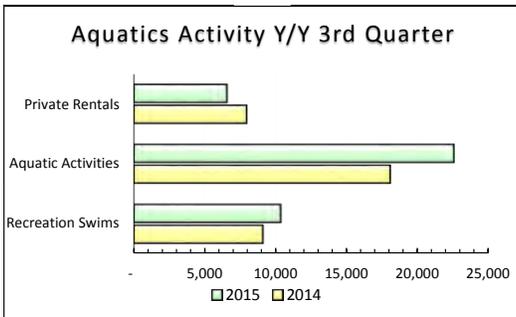


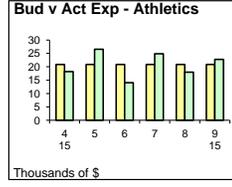
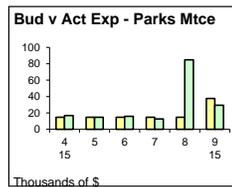
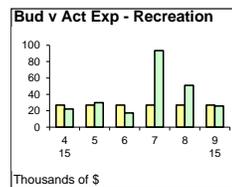
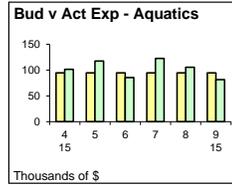
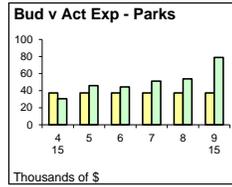
Chart 8

Rev & Exp - YTD	2015 Budget	2015 Actual	\$ Rem	% Coll YTD	2014 Actual
Taxes	\$ 542.7	\$ 451.0	\$ 91.7	83.1%	\$ 396.6
Grants/Intergovernmental Rev	-	2.3	(2.3)	0.0%	-
Aquatics Revenue	626.4	616.9	9.5	98.5%	517.0
Athletics Revenue	133.5	103.2	30.3	77.3%	38.1
Recreation Revenue	60.1	59.8	0.3	99.5%	36.1
Investment Interest	0.2	0.6	(0.4)	285.5%	0.1
Charges for Goods & Services	-	-	-	0.0%	-
Miscellaneous	3.6	9.4	(5.8)	262.8%	31.6
Total Operating Revenues	1,366.5	1,243.3	123.3	91.0%	1,019.5
Other Financing Sources	1,274.3	861.3	413.0	67.6%	300.1
Total Sources	\$ 2,640.9	\$ 2,104.6	\$ 536.3	79.7%	\$ 1,319.6
Salaries & Wages	\$ 1,051.1	\$ 849.3	\$ 201.8	80.8%	\$ 675.2
Benefits	312.4	239.7	72.6	76.7%	194.7
Supplies	143.0	128.6	14.4	90.0%	57.7
Intergovernmental Svcs	12.0	2.7	9.2	22.7%	5.3
Charges for Services	1,061.1	763.0	298.1	71.9%	452.2
Capital Outlay	-	58.3	(58.3)	0.0%	70.1
Total Operating Expenses	2,579.5	2,041.7	537.8	79.2%	1,455.2
Other Financing Uses	27.5	13.7	13.7	50.0%	13.7
Total Uses	\$ 2,607.0	\$ 2,055.4	\$ 551.5	78.8%	\$ 1,468.9

Chart 10

Legend				
				Data in Thousands of \$
Cur Year	Budget	Actual		

DEPARTMENTS



Exp - YTD	2015 Budget	2015 Actual	\$ Rem	% Coll YTD	2014 Actual
Salaries & Wages	\$ 218.4	\$ 206.4	\$ 12.0	94.5%	\$ 144.3
Benefits	63.2	52.0	11.2	82.3%	34.1
Supplies	1.5	1.0	0.4	71.3%	0.1
Charges for Services	163.6	140.0	23.6	85.6%	77.5
Intergovernmental Svcs	1.0	-	1.0	0.0%	(0.1)
Total Operating Expenses	447.6	399.4	48.2	89.2%	256.0
Other Financing Uses	-	-	-	0.0%	-
Total Uses	\$ 447.6	\$ 399.4	\$ 48.2	89.2%	\$ 256.0

Exp - YTD	2015 Budget	2015 Actual	\$ Rem	% Coll YTD	2014 Actual
Salaries & Wages	\$ 502.7	\$ 397.0	\$ 105.7	79.0%	\$ 349.5
Benefits	139.2	106.6	32.5	76.6%	98.8
Supplies	66.3	34.6	31.7	52.2%	19.9
Charges for Services	400.2	293.2	106.9	73.3%	202.5
Intergovernmental Svcs	-	-	-	0.0%	-
Capital Outlay	-	0.6	(0.6)	0.0%	27.8
Total Operating Expenses	1,108.4	832.1	276.3	75.1%	698.4
Other Financing Uses	27.5	13.7	13.7	50.0%	13.7
Total Uses	\$ 1,135.9	\$ 845.8	\$ 290.1	74.5%	\$ 712.2

Exp - YTD	2015 Budget	2015 Actual	\$ Rem	% Coll YTD	2014 Actual
Salaries & Wages	\$ 117.9	\$ 86.2	\$ 31.6	73.2%	\$ 77.7
Benefits	34.6	24.4	10.2	70.5%	22.4
Supplies	9.4	36.0	(26.6)	383.3%	6.1
Charges for Services	149.1	146.5	3	98.2%	67.4
Capital	-	-	-	0.0%	18.4
Intergovernmental Svcs	11.0	2.7	8.3	24.7%	5.4
Total Operating Expenses	322.0	295.8	26.2	91.9%	197.4
Other Financing Uses	-	-	-	0.0%	-
Total Uses	\$ 322.0	\$ 295.8	\$ 26.2	91.9%	\$ 197.4

Exp - YTD	2015 Budget	2015 Actual	\$ Rem	% Coll YTD	2014 Actual
Salaries & Wages	\$ 96.5	\$ 87.0	\$ 9.5	90.2%	\$ 72.3
Benefits	38.9	31.0	7.9	79.8%	28.2
Supplies	22.8	16.5	6.3	72.3%	10.9
Charges for Services	292.6	127.0	165.6	43.4%	99.3
Capital Outlay	-	57.7	(57.7)	0.0%	-
Total Operating Expenses	450.8	319.3	131.6	70.8%	210.7
Other Financing Uses	-	-	-	0.0%	-
Total Uses	\$ 450.8	\$ 319.3	\$ 131.6	70.8%	\$ 210.7

Exp - YTD	2015 Budget	2015 Actual	\$ Rem	% Coll YTD	2014 Actual
Salaries & Wages	\$ 115.6	\$ 72.6	\$ 42.9	62.9%	\$ 31.4
Benefits	36.5	25.7	10.8	70.5%	11.2
Supplies	43.0	40.5	2.5	94.2%	20.6
Charges for Services	55.6	56.3	(0.7)	101.2%	5.4
Intergovernmental Svcs	-	-	-	0.0%	-
Capital Outlay	-	-	-	0.0%	23.9
Total Uses	\$ 250.66	\$ 195.14	\$ 55.5	77.9%	\$ 92.61

Chart 9

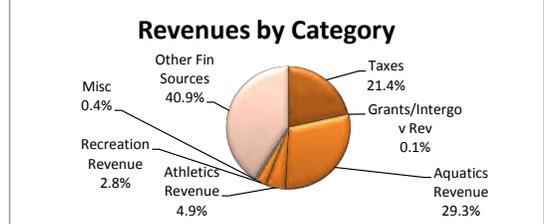
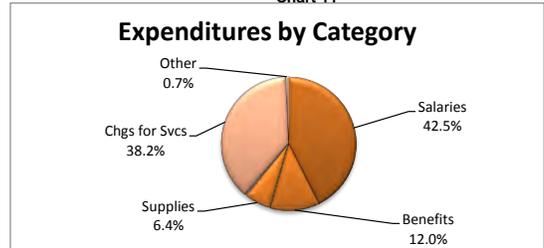


Chart 11



Percentages may not equal 100% due to rounding.
Chart 12

City of Covington

Quarterly Performance Report - SWM Operations

as of 9/30/2015

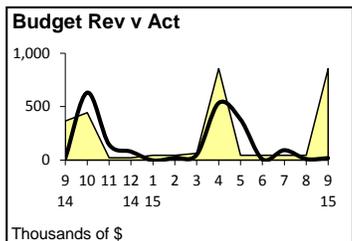


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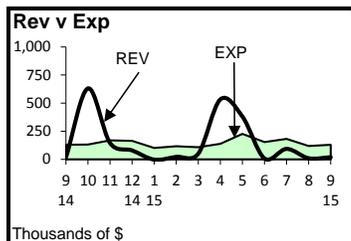


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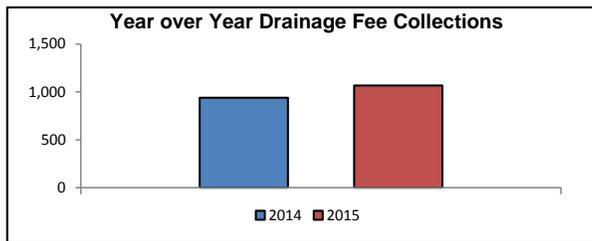


Chart 5

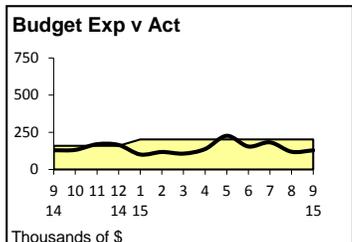


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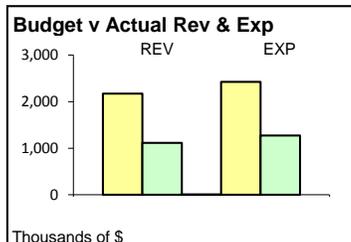


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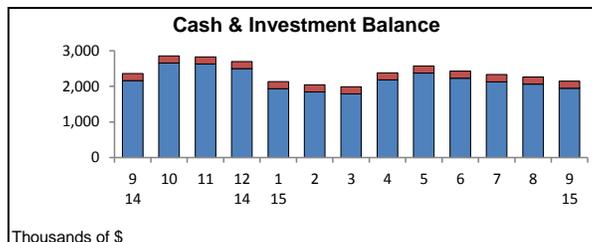


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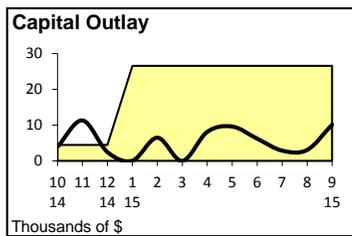


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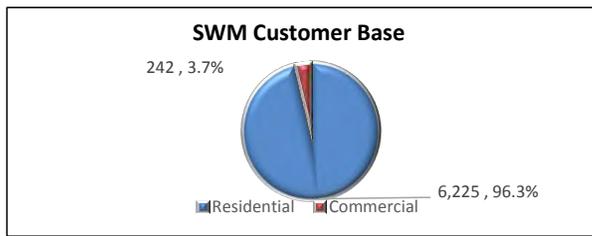
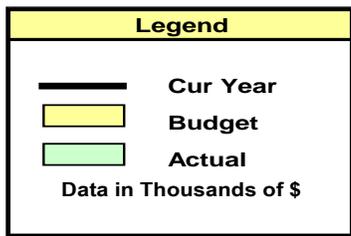
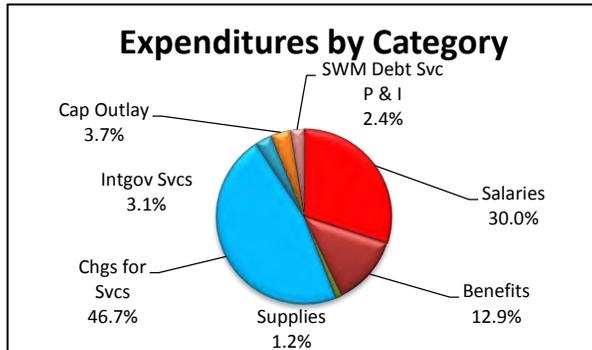
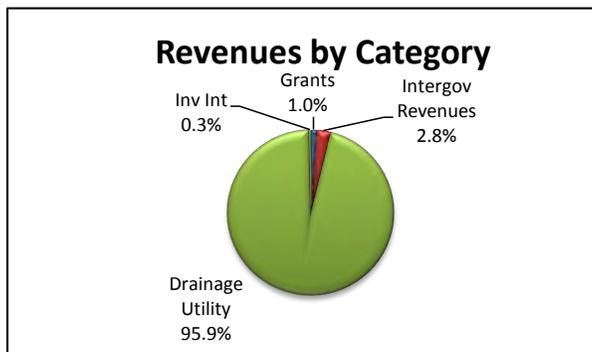


Chart 8

Rev & Exp - YTD	2015		\$ Rem	% Coll YTD	2014	
	Budget	Actual			Actual	Actual
Grants	\$ 247.2	\$ 12	235.7	4.7%	\$ 49.5	
Intergovernmental Revenues	51.8	30.9	20.9	59.6%	23.1	
Drainage Utility	1,866.8	1,068.1	798.7	57.2%	939.3	
Investment Interest	5.0	3.4	1.6	68.2%	2.4	
Misc	-	-	-	0.0%	(0.3)	
King County Flood Control	71.2	-	71.2	0.0%	-	
KC Flood Reduction Grant	176.0	-	176.0	0.0%	-	
Total Operating Revenues	2,170.8	1,113.9	1,056.9	51.3%	1,014.1	
Transfers In	-	-	-		-	
Total Sources	\$ 2,170.8	\$ 1,113.9	\$ 1,056.9	51.3%	\$ 1,014.1	
Salaries	\$ 594.5	\$ 382.3	\$ 212.2	64.3%	\$ 354.1	
Benefits	238.6	163.7	74.9	68.6%	153.8	
Supplies	39.1	15.5	23.7	39.5%	26.7	
Charges for Services	1,140.3	594.8	545.5	52.2%	557.9	
Intergovernmental	61.9	39.8	22.2	64.2%	40.8	
Capital Outlay	318.8	46.5	272.3		148.3	
Total Operating Expenditures	2,393.3	1,242.7	1,150.7	51.9%	1,281.6	
Other Financing Uses	-	-	-	0.0%	-	
SWM Debt Service P & I	32.8	31.2	1.6	95.0%	30.4	
Total Uses	\$ 2,426.2	\$ 1,273.9	\$ 1,152.3	52.5%	\$ 1,312.1	

Chart 9



Percentages may not equal 100% due to rounding.

Charts 10 & 11

	Source/Data	Budget vs Actual	Revenue by Month (shown on a cash basis)	High/Low																						
GENERAL FUND	Sales Tax	<table border="1"> <tr> <td>3Q-14</td> <td>3Q-15</td> <td>% Diff</td> </tr> <tr> <td>2,478,606</td> <td>2,818,546</td> <td>13.7%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2015 Annual Revenues \$</td> <td>3,391,790</td> <td>2,818,546</td> <td>83.1%</td> </tr> <tr> <td>2014 Annual Revenues \$</td> <td>3,507,000</td> <td>3,307,265</td> <td>94.3%</td> </tr> <tr> <td>2013 Annual Revenues \$</td> <td>2,988,000</td> <td>3,179,326</td> <td>106.4%</td> </tr> </table>	3Q-14	3Q-15	% Diff	2,478,606	2,818,546	13.7%	Budget	Actual	% Collected	2015 Annual Revenues \$	3,391,790	2,818,546	83.1%	2014 Annual Revenues \$	3,507,000	3,307,265	94.3%	2013 Annual Revenues \$	2,988,000	3,179,326	106.4%			
	3Q-14	3Q-15	% Diff																							
	2,478,606	2,818,546	13.7%																							
Budget	Actual	% Collected																								
2015 Annual Revenues \$	3,391,790	2,818,546	83.1%																							
2014 Annual Revenues \$	3,507,000	3,307,265	94.3%																							
2013 Annual Revenues \$	2,988,000	3,179,326	106.4%																							
GENERAL FUND	Property Tax	<table border="1"> <tr> <td>3Q-14</td> <td>3Q-15</td> <td>% Diff</td> </tr> <tr> <td>1,320,579</td> <td>1,360,960</td> <td>3.1%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2015 Annual Revenues \$</td> <td>2,500,470</td> <td>1,360,960</td> <td>54.4%</td> </tr> <tr> <td>2014 Annual Revenues \$</td> <td>2,427,134</td> <td>2,458,371</td> <td>101.3%</td> </tr> <tr> <td>2013 Annual Revenues \$</td> <td>2,340,000</td> <td>2,363,948</td> <td>101.0%</td> </tr> </table>	3Q-14	3Q-15	% Diff	1,320,579	1,360,960	3.1%	Budget	Actual	% Collected	2015 Annual Revenues \$	2,500,470	1,360,960	54.4%	2014 Annual Revenues \$	2,427,134	2,458,371	101.3%	2013 Annual Revenues \$	2,340,000	2,363,948	101.0%			
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DEV SVCS FUND	Development Services Permitting Revenue/Activity	<table border="1"> <tr> <td>3Q-14</td> <td>3Q-15</td> <td>% Diff</td> </tr> <tr> <td>160,888</td> <td>843,247</td> <td>424.1%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2015 Annual Revenues \$</td> <td>936,930</td> <td>843,247</td> <td>90.0%</td> </tr> <tr> <td>2014 Annual Revenues \$</td> <td>713,823</td> <td>487,938</td> <td>68.4%</td> </tr> <tr> <td>2013 Annual Revenues \$</td> <td>566,835</td> <td>845,807</td> <td>149.2%</td> </tr> </table>	3Q-14	3Q-15	% Diff	160,888	843,247	424.1%	Budget	Actual	% Collected	2015 Annual Revenues \$	936,930	843,247	90.0%	2014 Annual Revenues \$	713,823	487,938	68.4%	2013 Annual Revenues \$	566,835	845,807	149.2%			
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REET FUND	Real Estate Excise Tax (REET)/Avg Sales Price/Unit	<table border="1"> <tr> <td>3Q-14</td> <td>3Q-15</td> <td>% Diff</td> </tr> <tr> <td>159,723</td> <td>490,717</td> <td>207.2%</td> </tr> <tr> <td>Budget</td> <td>Actual</td> <td>% Collected</td> </tr> <tr> <td>2015 Annual Revenues \$</td> <td>350,000</td> <td>490,717</td> <td>140.2%</td> </tr> <tr> <td>2014 Annual Revenues \$</td> <td>480,000</td> <td>414,489</td> <td>86.4%</td> </tr> <tr> <td>2013 Annual Revenues \$</td> <td>350,000</td> <td>562,456</td> <td>160.7%</td> </tr> </table>	3Q-14	3Q-15	% Diff	159,723	490,717	207.2%	Budget	Actual	% Collected	2015 Annual Revenues \$	350,000	490,717	140.2%	2014 Annual Revenues \$	480,000	414,489	86.4%	2013 Annual Revenues \$	350,000	562,456	160.7%			
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**City of Covington
Investment Listing
for the period ending September 30, 2015**

ATTACHMENT 4

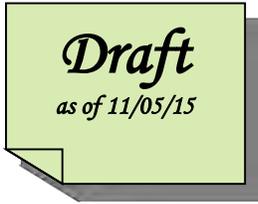
Institution	Par/Shares	Maturity Date	Current Date	DTM	YTM	Current Principal Balance	Current Market Value
US Bank - Cash	\$ 125,299.73	overnight					\$ 125,299.73
Forfeiture Account	91,706.55	overnight					91,706.55
Local Government Investment Pool	12,187,163.86	overnight			0.00		12,187,163.86
US Government Agencies							
FMAC	\$ 1,000,000.00	2/22/17	9/30/2015	512	0.64	\$ 1,006,873.00	\$ 1,004,665.00
FMAC	200,000.00	2/22/17	9/30/2015	512	0.80	200,427.00	200,933.00
Federal Farm Credit Bank	250,000.00	5/1/17	9/30/2015	580	0.82	249,239.25	250,017.25
FICO Strip Prin	517,000.00	11/30/17	9/30/2015	793	1.16	499,672.75	507,032.24
FICO Strip PRN10	357,000.00	11/30/17	9/30/2015	793	0.91	349,516.21	350,131.68
subtotal	2,324,000.00					2,305,728.21	2,312,779.17
Municipal Securities							
Central Puget Sound WA	100,000.00	2/1/2016	9/30/2015	125	0.45	107,783.00	101,616.00
subtotal	100,000.00					107,783.00	101,616.00
	2,424,000.00					2,413,511.21	2,414,395.17
	<u>\$ 14,828,170.14</u>					<u>\$ 2,413,511.21</u>	<u>\$ 14,818,565.31</u>

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

**6:00 p.m., Tuesday, November 24, 2015
Special Meeting – Study Session**

**7:00 p.m., Tuesday, November 24, 2015
Regular Meeting**

(Draft Agendas Attached)



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL STUDY SESSION**

**Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov**

Tuesday, November 24, 2015 – 6:00 p.m.

GENERAL INFORMATION:

The study session is an informal meeting involving discussion between and among the City Council, Commissioners, and city staff regarding policy issues. Study sessions may involve presentations, feedback, brainstorming, etc., regarding further work to be done by the staff on key policy matters.

CALL CITY COUNCIL STUDY SESSION TO ORDER

ROLL CALL

APPROVAL OF AGENDA

ITEM FOR DISCUSSION

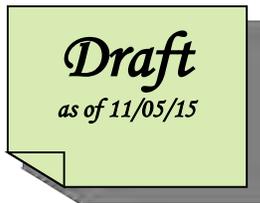
1. Comprehensive Plan (Hart)

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.*

ADJOURN

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

**Note* A Regular Council meeting will follow at approximately 7:00 p.m.*



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

Tuesday, November 24, 2015
7:00 p.m.

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

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - 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 31, 2015 Budget Workshop and November 10, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve 2016 Tri-City Interlocal Agreement for Building Administration Services (Lyons/Meyers)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: Oct. 8 meeting; Nov. 12 meeting canceled due to SOTC.
- Parks & Recreation Chair Laura Morrissey: November 18 meeting.
- Planning Chair Bill Judd: November 5 and November 19 meetings.
- Arts Chair Lesli Cohan: November 19 special meeting; Nov. 12 meeting canceled due to SOTC.
- PRePAC Chair Jennifer Harjehausen: October 28 meeting.

- **Future Meetings:** Economic Development Council next meeting: December 3; November 26 canceled (holiday)

PUBLIC HEARING

1. Receive Public Testimony Regarding Proposed Fiscal Year 2016 Budget and;
 - 1a. Consider Ordinance Setting the 2015 Property Tax Levy for Collection in 2016
 - 1b. Consider Ordinance Authorizing a Property Tax Increase
 - 1c. Consider Resolution Making a Declaration of Substantial Need for Purposes of Setting the Limit Factor for the Property Tax Levy for 2015 (Parker/Hendrickson)

NEW BUSINESS

4. Consider Ordinance Establishing City Hall Hours of Operating (Scott)
5. Discuss Policy Priorities Regarding Permanent Marijuana Regulations (Hart)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

ADJOURN

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