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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

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: January 9, 2018 Special & Regular Meeting; January 23, 2018 Study Session & Regular Meetings; and January 27, 2018 Annual Summit Meeting (Scott)

C-2. Vouchers (Hendrickson)

C-3. Authorize the City Manager to Execute an Agreement for Real Estate Services with Craig Steinlicht of RE/MAX Victory (Vondran)

NEW BUSINESS

1. Consider Appointment to Covington Economic Development Council (Council)
2. Consider Appointment to Arts Commission (Council)
3. Report on Car Camping (Hardy/Hart)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).
Consent Agenda Item C-1
Covington City Council Meeting
Date: February 13, 2018

SUBJECT: APPROVAL OF MINUTES: JANUARY 9, 2018 CITY COUNCIL SPECIAL & REGULAR MEETING MINUTES; JANUARY 23, 2018 CITY COUNCIL SPECIAL MEETING – JOINT STUDY SESSION WITH PLANNING COMMISSION MINUTES; JANUARY 23, 2018 CITY COUNCIL REGULAR MEETING MINUTES; AND JANUARY 27, 2018 CITY COUNCIL ANNUAL STRATEGIC PLANNING MEETING SUMMARY

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 January 9, 2018 City Council Special & Regular Meeting Minutes; January 23, 2018 City Council Special Meeting – Joint Study Session with Planning Commission Minutes; January 23, 2018 City Council Regular Meeting Minutes; and January 27, 2018 City Council Annual Strategic Planning Meeting Summary.
City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, January 9, 2018

INTERVIEWS: The Council conducted interviews for the Arts Commission and Parks & Recreation Commission from 5:20 to 7:00 p.m. Applicants interviewed included: Ruby Shrestha, Jonathan Ingram, Bryan Higgins, Aaron Drake, and Adam Dague.

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, January 9, 2018, at 7:03 p.m., with Mayor Jeff Wagner presiding.

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

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Don Vondran, Public Works Director; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Bob Lindskov, City Engineer; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner performed the ceremonial oath of office to newly elected Councilmembers Joe Cimaomo, Fran Hollums, and Paul Selland. The three councilmembers were previously officially sworn into office the week of December 25, 2017.

Mayor Wagner invited Boy Scout Troop #405 to open the meeting with the Pledge of Allegiance.

SELECTION OF MAYOR:
Council Action: Councilmember Harto nominated Jeff Wagner for the Office of Mayor. Vote: 7-0.

SELECTION OF MAYOR PRO TEM:
Council Action: Councilmember Cimaomo nominated Sean Smith for the Office of Mayor Pro Tem. Vote: 7-0.

The Council recessed from 7:10 – 7:28 p.m. for a short celebration for the newly elected councilmembers and newly elected Mayor and Mayor Pro Tem.

APPROVAL OF AGENDA:
Council Action: Councilmember Mhoon moved and Councilmember Hollums seconded to approve the Agenda as amended to remove the Children’s Dental Health Month Proclamation under Public Communication. Vote: 7-0. Motion carried.

PUBLIC COMMENT:
Mayor Wagner called for public comments.
There being no comments, Mayor Wagner closed the public comment period.

**APPROVE CONSENT AGENDA:**

C-1. Minutes: November 14, 2017 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #36722 - #36770, including ACH payments in the amount of $482,167.77, dated December 8, 2017; and Paylocity Payroll Vouchers #1007857314 - #1007857330 inclusive, plus employee direct deposits and wire transfers, in the amount of $198,926.75, dated December 15, 2017.

C-3. Council Appointments to Audit Committee.

C-4. Accept Transportation Improvement Board Arterial Preservation Funds.

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

**NEW BUSINESS:**

1. Consider Appointments to Parks & Recreation Commission.

**Council Action:** Councilmember Harto moved and Councilmember Cimaomo seconded to appoint Bryan Higgins to fill Position No. 3 on the Parks & Recreation Commission with a term expiring January 31, 2021. Vote: 7-0. Motion carried.

Council Action: Councilmember Mhoon moved and Councilmember Hollums seconded to appoint Aaron Drake to fill Position No. 4 on the Parks & Recreation Commission with a term expiring January 31, 2021. Vote: 7-0. Motion carried.

Council Action: Councilmember Hollums moved and Mayor Pro Tem Smith seconded to appoint Adam Dague to fill Position No. 6 on the Parks & Recreation Commission with a term expiring January 31, 2021. Vote: 7-0. Motion carried.

2. Council Appointments to Regional Boards & Committees.

No nominations were given to Metropolitan Solid Waste Management Advisory Committee (MSWMAC); therefore, Public Works Director Don Vondran will continue to serve as the primary representative and Programs Supervisor Shellie Bates as the alternate.

**Council Action:** Councilmember Harto moved and Councilmember Mhoon seconded to appoint Councilmember Selland to serve as the primary representative to the South County Area Transportation Board. Vote: 7-0. Motion carried.

City Engineer Bob Lindskov will continue to serve as the alternate to the South County Area Transportation Board.
Council Action: Councilmember Mhoon moved and Mayor Pro Tem Smith seconded to appoint Councilmember Hollums to serve as the primary representative and Councilmember Cimaomo to serve as the alternate to Sound Cities Association Public Issues Committee. Vote: 7-0. Motion carried.

Council Action: Councilmember Harto moved and Councilmember Hollums seconded to appoint Councilmember Mhoon to serve as the primary representative to Water Resource Inventory Area (WRIA) 9 Forum. Vote: 7-0. Motion carried.

Public Works Director Don Vondran will continue to serve as the alternate to WRIA 9.

Council Action: Councilmember Cimaomo moved and Councilmember Hollums seconded to appoint Mayor Pro Tem Smith to serve as a non-voting representative to Puget Sound Regional Fire Authority (no alternate needed). Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

PUBLIC COMMENTS:
Mayor Wagner called for public comments.

Leroy Stevenson, Covington resident, spoke in favor of the homeless car camping proposed by the Catholic church in Covington.

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:25 p.m.

Prepared by:      Submitted by:
__________________________________  ____________________________
Joan Michaud      Sharon Scott
Senior Deputy City Clerk    City Clerk
The Special Meeting Joint Study Session with the Planning Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, January 23, 2018, at 6:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo (arrived @ 6:02 p.m.), Margaret Harto, Fran Hollums, Marlla Mhoon, Paul Selland, and Sean Smith.

PLANNING COMMISSIONERS PRESENT:
David Caudle, Chele Dimmett, Jennifer Gilbert-Smith, Jonathan Ingram, Paul Max, Beth Porter, and Murray Williams.

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

Mayor Wagner called the joint study session to order.

APPROVAL OF AGENDA:
Council Action: Councilmember Mhoon moved and Councilmember Hollums seconded to approve the Agenda. Vote: 6-0. Motion carried.

ITEMS FOR DISCUSSION:

Community Development Director Richard Hart gave the presentation on this item.

Councilmembers and commissioners discussed the Work Plan.

ADJOURNMENT:
There being no further business, the meeting was adjourned at 6:25 p.m.

Prepared by:       Submitted by:
__________________________________          __________________________________
Joan Michaud            Sharon Scott
Senior Deputy City Clerk     City Clerk
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, January 23, 2018, at 7:00 p.m., with Mayor Wagner presiding.

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

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

Mayor Wagner opened the meeting with the Pledge of Allegiance.

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

PUBLIC COMMUNICATION:
• Wendy Dore, Outreach Manager for University of Washington Center for Pediatric Dentistry accepted the Children’s Dental Health Month Proclamation.
• Cedar Heights Middle School 7th Grade Social Studies students provided a presentation on their Community Survey Report. Councilmembers offered praises on the outstanding presentation.
• Dr. Louanne Decker, Leadership Development Officer; and Mr. Carmen Rahm, Chief Information Officer; gave a presentation on the Kent School District’s Proposition No. 1 and Proposition No. 2 which are on the special election ballot for February 13. Councilmembers asked questions and Dr. Decker and Mr. Rahm provided responses.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Kathy Morrow, Covington resident, spoke against the homeless car camp.

Jon Morrow, Covington resident, also spoke against the homeless car camp and read a letter into the record.

Leroy Stevenson, Covington resident, complimented the 7th grade students on their presentation. Mr. Stevenson then requested Council to consider a public/private model for the city to privatize
public services and provided information on Sandy Springs, Georgia, as an example of privatization.

**Tim Tillou, Channing Park Homeowners Association President (aka Fairfield),** provided Council information on the concerns of the residents of Fairfield regarding the homeless car camp.

**Leslie Hamada, Kent resident,** spoke in support of the Kent School District’s Propositions No. 1 and No. 2.

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

**APPROVE CONSENT AGENDA:**

C-1. Minutes: November 28, 2017 City Council Regular Meeting Minutes; December 12, 2017 City Council Special Meeting – Joint Study Session with Arts Commission Minutes; and December 12, 2017 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #36771 - #36824, including ACH payments in the amount of $964,127.18, dated December 22, 2017; Vouchers #36825 - #36896, including ACH payments in the amount of $378,049.24, dated January 5, 2018; Paylocity Payroll Vouchers #1007945560 - #1007945574 inclusive, plus employee direct deposits and wire transfers, in the amount of $201,023.67, dated December 29, 2017; and Paylocity Payroll Vouchers #1008009892 - #1008009910 and #1008009933 inclusive, plus employee direct deposits and wire transfers, in the amount of $190,366.76 dated January 12, 2018.

C-3. Authorize City Manager to Execute 2018-2019 South County Area Transportation Board Agreement Revision.

**ORDINANCE NO. 01-2018**


**RESOLUTION NO. 2018-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE PURCHASE OF A NEW 2017 AEBI TT211 TERRATRAC SLOPE MOWER FROM CONTOUR-SIERRA AEBI LLC.

C-5. Consider Resolution to Purchase New Slope Mower from Contour Sierra Aebi, LLC.
Council Action: Councilmember Mhoon moved and Mayor Pro Tem Smith seconded to approve the Consent Agenda. Vote: 7-0. Motion carried.

REPORTS OF COMMISSIONS:
Human Services Commission – Chair Leslie Hamada reported on the January 11 meeting. The December meeting was canceled.

Arts Commission – Chair Ed White reported on the December 14 and January 11 meetings.

Parks & Recreation Commission – Chair Laura Morrissey reported on the January 17 meeting. The December meeting was canceled.

Youth Council – Adult Co-Leader Chele Dimmett reported on past and upcoming activities.

Planning Commission – Chair Chele Dimmett reported on the December 21 meeting. The January meetings were canceled.

Economic Development Council – No report. The December meeting had a lack of quorum.

NEW BUSINESS:

RESOLUTION 2018-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, STATING THE CITY COUNCIL’S SUPPORT OF KENT SCHOOL DISTRICT PROPOSITIONS 1 AND 2 ON THE FEBRUARY 13, 2018, SPECIAL ELECTION BALLOT

Council Action: Councilmember Harto moved and Mayor Pro Tem Smith seconded to adopt Resolution No. 2018-02 stating the City Council’s support of Kent School District Propositions 1 and 2 on the February 13, 2018, special election ballot, in substantial form as that provided in the agenda packet. Vote: 7-0. Motion carried.


Council Action: Councilmember Cimaomo moved and Mayor Pro Tem Smith seconded to approve the 2018 Planning Commission Work Plan in substantial form as that provided in the agenda packet. Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future agenda items.
COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

Councilmember Cimaomo noted that he would be arriving late to the Annual Strategic Summit on Saturday due to a work commitment.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Laura Morrissey, Covington resident, commented on the Youth Council Kindness Initiative and how it is spreading throughout the community.

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:34 p.m.

Prepared by:          Submitted by:
____________________  ____________________
Joan Michaud          Sharon Scott
Senior Deputy City Clerk  City Clerk
2018 SUMMIT
COVINGTON CITY COUNCIL’S ANNUAL STRATEGIC PLANNING MEETING
Saturday, January 27, 8:15 a.m. to 3:30 p.m., Maplewood Golf Club, Renton

SUMMARY

Attended: Mayor Jeff Wagner, Mayor Pro Tem Sean Smith, Councilmembers Margaret Harto, Fran Hollums, Marilla Mhoon, and Paul Selland; City Manager Regan Bolli; Leadership Team members Noreen Beafrere, Kathy Hardy, Richard Hart, Rob Hendrickson, Andy McCurdy, Ethan Newton, Sharon Scott, Karla Slate, and Don Vondran; Facilitator Jim Reid and his colleague, Nick Swope.

Absent: Councilmember Joe Cimaomo

Guests: Jonathan Ingram, Planning Commission Member; Dave Lucavish, Former City Councilmember

OVERVIEW

The Covington City Council held its annual strategic planning summit on the last Saturday of January, as required by the Council’s Policies and Procedures. This year the summit was on the 27th. This is the summary of the key discussions, decisions, and agreements that emerged from the meeting.

This year’s summary is a little different from past summaries that facilitator Jim Reid has produced for the Council and City Manager’s Leadership Team. This summary contains five sections:

A. The City’s major accomplishments of 2017.
B. Covington today and in 2040.
C. Review of the City’s strategic framework (vision, mission, goals, and strategic plan).
D. Council’s discussions and consensus agreements.
E. Issues on the horizon and takeaways (final thoughts about this year’s summit).
F. Action items from the 2018 summit that should advance the Council’s agreements.

A. MAJOR ACCOMPLISHMENTS OF 2017

These are the City’s major accomplishments of 2017 that the City Council and Leadership Team cited to open the 2018 strategic planning summit:

- Celebrations and commemorations of Covington’s 20th anniversary.
- Took on the Puget Sound Regional Council (PSRC) over the designation of the City’s population classification and won! Covington is now designated a larger city.
- Establishment of the Youth Council.
- We signed an agreement with a developer regarding the Lakepointe Plan. Along the way, we engaged the public to receive community input.
Increased staff to a full-time Code Enforcement Officer from a half-time position.
While some excellent staff people retired, the City brought on skilled and experienced staff to replace them.
Negotiations with the Kent School District: The City continues to work with the District to purchase the property on which Covington Elementary is located.
Moving forward on the development of parks; strongest evidence is the purchase of South Covington (SoCo) park.
A great year for Covington at the State Legislature. Working with our legislators and lobbyist, the City received an impressive amount for roads and park improvements.
Community participated more than ever in community events.
One thing that enhanced events was the presence of the Arts Commission, which hosted events that attracted and engaged both kids and adults.
Councilmembers and staff effectively represent Covington at regional meetings and forums. This brings favorable attention and resources to the City.
A regional real estate guide featured a home in Covington, thus providing the City with more favorable exposure.
Mailing the recreation guide.
Completed updating the critical areas regulations.
Once again received a finance award.
Police Department is adding a sergeant and opened the Crime Victims Resource Center.
Police Department is also working more closely than ever with the HOAs.
Badges and Barbells program.
Mentorship program at Polaris.
Shop with a Cop served 500 kids.
The City’s interactive online project development map.
Brought on board our new, in-house City Attorney, Kathy Hardy.
Staff succeeded in achieving the goal of providing Councilmembers with their meeting packets two days earlier than in previous years.
Overlay projects in Timberlane and 180th at/256th were completed.
Added 175 new lots available for development. In contrast, in 2016 zero new lots were added to the inventory.
The twice-yearly Community Development project activity report is very helpful.
Hawke property annexation.
Construction of the hospital was completed.
Construction began of phase two of Covington Community Park.
Permits that the City had been waiting for from the Washington Department of Ecology (DOE) and the US Army Corps of Engineers were issued.
King County purchased and assumed responsibility for a park outside the city limits that Covington no longer could maintain.
Covington and the County also cooperated closely on the parks road right-of-way.
Green River Coalition completed environmental restoration work at various areas throughout the city.
Advanced the refunding of bonds, which the new tax law passed by Congress in December 2017 no longer allows.
The Council and staff continue to respect and cooperate with one another. Staff leadership paves the way for this cooperation to be strategic and well coordinated.
B. COVINGTON TODAY AND IN 2040

Covington Today

In August 2017 Covington turned twenty. The Council and Leadership Team looked back over the past two decades by discussing what influences have shaped the City and what were the most surprising developments along the way.

- Surprised by the strength of the community’s economic development.
- City Council has had the courage to seek and secure the funding necessary to do high level and important work.
- “I am surprised that I am not surprised” by how the City has evolved, grown, and matured.
- Long tenure of the staff, and their positive tone and high standards of achievement.
- The last two City Managers have been strong leaders.
- The Council, staff, and community have maintained a steady vision of Covington’s future. Our vision is coming to fruition because of our team effort and focus.
- Relations with other cities in the Puget Sound area are continually improving.

Covington in 2040

- The City and neighbors of Covington have worked hard to get so far in twenty years. Unlike communities where wealthy benefactors contributed funds for parks or the arts or other facilities, this community has earned what it has. That is a good precedent for the future. We’ll continue to work hard for what we want to become.
- Redevelopment will be as important to the City’s future as new development. The redevelopment of land and existing facilities into Town Center will be key.
- As Covington reaches a new level of maturity, the City and neighbors will be able to enjoy the fruits of our efforts and the benefits that come with being a more mature community. The hospital and educational offerings are two examples.
- We are passing from the “virgin” to the “veteran” stage.
- Covington and the immediate surrounding area could have a population of 50,000-70,000 people. The community will need to ask if it wants to grow to become this big.
- Covington will continue to be an attractive place but will need to be even more strategic about managing growth.
- We will have more competition from other cities who will copy our blueprint for success in securing State funds for major projects.
- Covington will have more economic and trade influence and become a regional hub.
- We’ll grow up, not out. Multi-story buildings and mixed uses (residential on upper floors, businesses on the street level) will make Town Center a real downtown. So, too, will a new City Hall and a public plaza.
- An indoor community center would be an outstanding opportunity.
- Lakepointe development will have tremendous influence. It is a unique opportunity for a city to assume control of a blank, two hundred-acre parcel. And the development of Lakepointe should also spur residential and office development within Town Center.
- King County is likely to continue to oppose Covington’s efforts to annex some adjacent neighborhoods in the unincorporated county. But what if the residents of those neighborhoods advocate becoming part of the City?
The economy will diversify as the entertainment industry becomes more prominent.

Fifteen years ago not many people knew about Covington. Today is very different. Our vision and goals, and growth and maturation have contributed to making Covington more prominent and respected. More people want to live here. That trend will continue toward 2040.

Covington is also becoming a place where people from eastern Washington who are traveling to the coast or to Olympia on business stop to shop or eat.

By 2040 Covington will have its own YMCA with land donated by Yarrow Bay.

Covington will be a place to live, work, shop, recreate, and be entertained. The infrastructure necessary to support this will be obtained as the City continues to cooperate with the State in securing the funding.

Covington has a “can do” attitude. People want to be involved.

C. STRATEGIC PLAN REVIEW

The City Council reaffirmed the vision, mission, and six goal statements. One Councilmember said “they still hold true and are a good touchstone for the future.” Another said that the City’s progress in advancing them is evidenced by the fact “we have gone from striving for to maintaining” the accomplishments under this planning framework. One other Councilmember said that the public process leading to the City’s agreement with the Lakepointe developer demonstrates that the vision, mission, and goals are working, and are tangible to the Council, staff, and public.

The Council also expressed enthusiasm for the strategic plan and the format for tracking progress in advancing the six goals. After reviewing and discussing the action items in the plan, a Councilmember complimented staff for “the excellent, clean format that helps us keep track of what we have done and achieved.” Another commented that the “strategic plan takes the goals further.” And a third member of the Council concluded the discussion by observing: “This vision and set of goals, as well as our strategic plan, helps us prioritize. Neighborhoods, community, and Town Center are coming out on top.”

The Council changed some timelines for initiating or achieving action items in the strategic plan. They are listed under Section F. “Action Items from the 2018 Summit” (see pages 11-14).

D. COUNCIL’S DISCUSSIONS AND CONSENSUS AGREEMENTS

This section highlights the major themes of the Council’s discussions during the 2018 strategic planning summit and the consensus agreements. The agreements are numbered and boldfaced.

STRATEGIC PLAN 2018-‘20 FRAMEWORK

As mentioned on the previous page under Section C. “Review of the Strategic Plan Framework:”

1. City Councilmembers reaffirmed the vision, mission, and six goal statements. They also expressed support for the strategic plan, including the format for tracking progress in advancing the goals.
ECONorthwest’s Analysis of the City’s Financial Situation and Options

Rob Hendrickson updated the Council on the status of analysis of the City’s finances and related financial issues. Morgan Shook of ECONorthwest is the consultant who is leading the effort. The final report from the consultant will be received in late March or early April of this year.

Mr. Shook is using forecasting models to project lower and upper boundaries of the City’s future finances. He has reviewed documents and plans, and interviewed Council and Leadership Team members. His preliminary findings are that the City’s financial condition is strong.

Rob presented a portion of Mr. Shook’s memo dated 20 November 2017 in which he laid out the scope of the analysis and summarized findings from the interviews of the City Councilmembers and Leadership Team. One of the major themes from this preliminary report is that there is consensus on what the big capital projects facing the City are, but there is no consensus as yet on the prioritization of the projects or how to fund them. Another key finding is that the City Council desires a fact-driven analysis of the options. Councilmembers told Mr. Shook that they need clarity about both the prioritization of projects and funding choices.

In response to a question, Rob stated that he has asked Mr. Shook to include in the final report a discussion of bond issues. The analysis will also anticipate a future recession and its potential impacts on City revenues. This led to a comment that the City might need to play a role in educating business owners about how retail sales are transitioning from brick-and-mortar stores to online shopping.

2. The Council expressed support for the comprehensive scope of ECONorthwest’s analysis and the preliminary findings that the final report and recommendations will be based on.

The Council made two requests: 1) provide 2015 information about the comparison of taxes in neighboring cities; and 2) provide the City Council with Mr. Shook’s report before it meets with him so Councilmembers can review the report and prepare questions to ask him.

Youth Council and Youth Representatives on City Commissions

The City established the Youth Council in 2017. At this summit the Council briefly discussed ending the practice of placing a young person on the City’s other commissions and instead making it one of the Youth Council’s duties to track the issues the commissions are addressing and provide the youth perspective to the commissions and Council. During this discussion it came to light that only the Human Services Commission is required to have a representative of youth.

3. The Council agreed to retain the status quo. Members were disinclined to add any new responsibilities to the Youth Council or to end the representation of young people on the City’s four (The Planning Commission does not have a provision for youth members) commissions/councils.

Margaret Harto and Sean Smith volunteered to go to schools to appeal to students to apply to serve on the Youth Council or as youth representatives on commissions. The suggestion was also offered that the Youth Council might host an event that highlights the need for more involvement from the City’s youth on the Youth Council and commissions.
COVINGTON ELEMENTARY SCHOOL, TOWN CENTER, AND THE AQUATIC CENTER

Regan Bolli and Richard Hart presented an overview of where the City is today with the purchase of Covington Elementary School. The property that the Kent School District owns and which the Council envisions for Town Center is seventeen acres. Of that, the City has agreed to purchase eight acres, which is the site of the school. The City is expected to purchase the eight acres in the middle of this year. The City has the funds to purchase this acreage; the Town Center account, Surface Water Management (SWM) funds, and funding from the recently approved State Capital Budget will be used to buy the property. As a result, there will be almost no funding left in the Town Center account.

Regan and Richard also reviewed the potential uses of the Covington Elementary School in the near future (before being demolished for construction of Town Center). They reviewed the potential costs of improving and maintaining various areas of the school and the school grounds. Chief Andy McCurdy told the Council that the King County Sheriff’s Office could be interested in leasing some space at the school from the City for training courses.

In the long-term, the Council envisions the entire seventeen acres as Town Center—the core of a revitalized downtown. The school property could be the site of a new community center and City Hall.

4. The Council reiterated its interest in purchasing the eight acres upon which the Covington Elementary School sits.

5. Council also agreed to authorize the City Manager to hire a consultant following the purchase of the property to assess repurposing the school and to identify the costs associated with repurposing and maintaining the school and school grounds.

The Council also discussed the Aquatic Center, which will be remodeled or demolished. If the Council determines that the Aquatic Center must be demolished, it would need to decide whether to build the new facility on the site of the existing Center or at a new location. If built on a different site, the Center could probably remain open during the construction of the new facility. One potential site could be within Town Center.

There are currently no funds in the account that were established for the Aquatic Center. The Council did not discuss how to generate funding for improving or replacing the Center. One idea that has been discussed in the past is to get the voters to authorize creation of a Metropolitan Park District (MPD). An MPD could establish a tax to raise funding for parks, trails, pools, and other park and recreation facilities. If the District were regional (i.e., larger than the boundaries of Covington), it might be able to generate even more funding.

6. The Council reiterated its support to hire a consultant to conduct a conditional assessment of the Aquatic Center and a feasibility study of the options available to the City.

The Council suggested that an agenda item for the Tri-City meeting with elected and senior appointed officials of Covington, Maple Valley, and Black Diamond in May should be the Aquatic Center. An interest of the Council’s is to get the Maple Valley and Black Diamond officials to
recognize that the Aquatic Center currently serves some of their citizens and is more a regional than local facility.

THE CITY COUNCIL’S ROLE IN THE REGION

Covington’s City Council has historically played an active role in the region. This has resulted in the City gaining stature, influence, and resources. Many of the growth management issues facing the City have regional ramifications. As Fran Hollums learned by being a member of the Sound Cities Association’s Public Issues Committee, “We are not alone.” Regional involvement gives Covington opportunities to learn what other cities have done or are doing, and to continue to influence the actions of others so that the best interests of Covington are respected and addressed.

The Council and Leadership Team reviewed a list of regional committees. In addition to Fran’s role on the Public Issues Committee, Marlla serves on the WRIA 9 Salmon Recovery Council, the King County Flood District Advisory Committee, and the Association of Washington Cities (AWC) Scholarship Committee; Sean is on the Puget Sound Regional Fire Authority; and Paul Selland has recently joined the South County Area Transportation Board. Don Vondran represents Covington on the Metropolitan Solid Waste Management Advisory Committee, and Regan is on the AWC Education Advisory Committee.

7. The Council agreed that next year the City should expand its regional role.

Committees that the Council would try to serve on include: Puget Sound Regional Council (PSRC) Executive Board (Marlla recently stepped down from that body after serving three years); PSRC’s Growth Management Policy Board (GMPB); PSRC’s Transportation Policy Board (TBP); and the King County Growth Management Planning Council (GMPC).

Appointments to the committees for 2019 will be made toward the end of this year. The call for applications occurs every October. Therefore, in September the Council plans to discuss who from Covington should be nominated to serve on the above committees and others that will be of importance to the City.

In addition, some Councilmembers suggested that Covington should be represented on the Governor’s Advisory Committees and committees of the National League of Cities.

The Council also discussed the May 2019 Tri-City meeting, which Covington will host. The Council identified issues of interest for the agenda, including transportation (Seattle Area Legislative Transportation Coalition [SEAL-TC]), the Aquatic Center or the regional need for a pool and related facilities, and Emergency Management coordination. In addition, the agenda could include an update on human services; specifically, what the City of Covington learned about addressing the needs and interests of people who are homeless camping in their cars, and balancing those interests with the common interests of all City residents.

TRANSPORTATION

Don reviewed the status of a number of road projects. Rob presented an assessment of the costs of the projects that are underway as well as others on the Capital Improvement Program
(CIP). From the subsequent conversation among the Council and Leadership Team, it is clear that the City’s capital needs outpace funding available to pay for them.

Rob presented facts and figures indicating that if the car tab fee were rescinded and replaced by a sales tax of two-tenths-of-one percent, voters would actually pay less and the City would generate significantly more funding to pay for transportation infrastructure. But Councilmembers are also sensitive to the voters’ feeling of “tax exhaustion.” Sound Transit 3 has played a major role in creating this feeling, even for voters not in the ST3 taxing district.

8. The Council agreed that the City should submit to the voters a proposition that calls for the car tab fee to be replaced by the sales tax of two-tenths-of-one-percent.

9. Council also authorized the staff to explore the proper timing for placing this proposal on the ballot. A factor in determining the timing will be the timing of other ballot measures from King County.

PUBLIC SAFETY

Chief Andy McCurdy provided an overview of the trends and conditions of 2017. Calls for service, he explained, rose to 5493 in 2017, up from 4289 in 2012. He also thanked the Council for funding a sergeant, who will become the sixteenth employee of the City’s Police Department (although the City is actually paying for nineteen or twenty Full Time Equivalents [FTEs]; these additional employees provide a variety of services to the City but also to their employer, the King County Sheriff’s Office, and to other law enforcement agencies with whom the County contracts).

Andy posed this question for the Council: “What level of police services do you want?” While national standards for the number of police officers per residents offer some guidelines, they are skewed by large cities, such as Chicago, which has more officers per residents because it has more crime. Andy and Regan noted that a more accurate measure could be the impact of retail stores on the rate of crime. More retail outlets usually mean more crime. Once Lakepointe opens, with a hotel or two and restaurants as well as shops, the City should expect a spike in the crime rate.

Three options were suggested to help fund public safety services in and around Lakepointe, but at this time the Council did not direct staff to analyze them. The options are:

- The City and Lakepointe’s developers would enter an agreement whereby the developers would agree to contribute to pay some of the cost of public safety services at the mall.
- Business owners would form a Business Improvement District. Businesses within the area would be taxed to generate funding for public safety and, possibly, other services.
- The City would assess a lodging tax on visitors who stay in the malls’ hotel(s) while attending events or festivals in Covington. Thus, tourists would help defray the costs of police services.

The Council also briefly discussed the idea of granting funding to neighborhood groups to form and maintain Block Watch organizations. Andy mentioned that the Block Watch program has
not cost the City any money, other than the time some officers may contribute to advise neighborhood groups as they form such associations, and the time officers, City Councilmembers, and some staff spend on National Night Out visiting events held throughout the community, some of which may be sponsored by block watch groups, other neighborhood groups, or HOAs.

10. The Council did not favor establishing a City grant program for neighborhood block watch groups.

At the end of this discussion, Councilmembers observed that the School Resource Officer is doing an excellent job as the liaison between the Police Department and schools. And Andy observed that most crime is opportunistic and preventable. The City could communicate a message to its residents to take simple precautions, such as leaving nothing of value in a car, especially overnight, and locking doors of homes and cars. “Don’t make yourself an easy target” was Andy’s message.

It was suggested that the City could post on its website these messages and crime prevention tips. Jeff Wagner could include these tips in his “Mayor’s Corner.”

COUNCIL POLICIES AND PROCEDURES

City Attorney Kathy Hardy reviewed the Council Policies and Procedures with the City Councilmembers to determine if they favored any changes.

11. Council agreed on one change, to 8.4 CITY COUNCIL ADVISORY BODIES/Exit Interviews (page 20 of the Policies and Procedures; page 92 in the 2018 summit packet).

Kathy will craft language reflecting the Council’s preference shortly after a commission member departs, the Mayor should send a letter to the individual saying that if the person would like an exit interview, the request will be granted. Mayor Jeff Wagner has already composed and sent such a letter to departing Commission members. (In the last three years one person has asked for an exit interview.)

Council members also briefly discussed 4.2.5 COUNCIL MEETING TYPES; GENERAL PROVISIONS/Types of Council Meetings/Emergency Meetings. The Council was interested in the powers of the Mayor during times of emergency. Can the Mayor act unilaterally, particularly in circumstances where it is not possible for Councilmembers to convene or even communicate with each other?

12. The Council agreed to wait until the City’s new emergency management coordinator takes office before visiting this issue again.

The Council also discussed behaviors such as a Councilmember leaving the dais during a meeting to step to the podium to testify as a citizen, not as a member of the Council. Also discussed was email and website etiquette: 1) Don’t write an email or post on a website anything that you would not want as the headline in the newspaper; 2) Don’t hit “reply all” if responding to an email that went to all the Councilmembers; if you do, you could be initiating a public meeting and violating the Open Public Meetings Act (OPMA).
As the discussion ended, Kathy observed that the Council is a highly functioning body. The Council expressed an interest in coaching and mentoring each other, and in continuing to work cooperatively and collaboratively so that the Covington City Council remains a high functioning team. What everyone needs from each other is trust, respect, honesty, and forthright or direct opinions and discussion.

E. WRAP UP: ISSUES ON THE HORIZON and TAKEAWAYS

As is the tradition, the Council briefly identified issues that are likely to face the City this year or in the next few years. The issues cited were:

- Garbage rates, every-other-week service, mini garbage cans (10 gallons), senior discounts, and the ability to opt out of service.
- The future of Camp McCullough, the eighteen-acre site on Pipe Lake.
- The lack of office space in Covington, including the lack of space for medical offices.
- The City’s relations with Puget Sound Energy (PSE).
- The housing stock: its age, condition, and diversity.
- A lecture by and discussion with Peter Kageyama, the author of “For the Love of Cities.”

The retreat ended with everyone expressing what was most interesting or meaningful about this year’s summit. Here is a compilation of the comments:

- It’s the most enjoyable meeting of the year! Unbelievably meaningful!
- The summit is better the second time. My decision to be on the Council is reassured with each meeting.
- The amount of time everyone devotes and all of our contributions are impressive.
- Thank you for taking time on a Saturday. We had interesting discussions of important issues, and they reflected that we are working well together.
- This Council is goal-driven. They are written down. They guide us. And we are accomplishing them!
- It all works so well because in the last couple years we have had two great City Managers and a great Council and Leadership Team.
- It’s great for the staff to hear what the Council thinks. We want to help you succeed. And we appreciate your understanding of our workload.
- The summit reconfirms that we are all a team.
- We are making hard decisions. Now we need to sell them to the public.
- Everyone cares.
- My batteries are recharged.
- Our best days are ahead of us.
- We are not vintage, but veterans. We can meet the challenges of the future and get the City to the destination we envision.

F. ACTION ITEMS FROM THE 2018 SUMMIT

- **2018-'20 STRATEGIC PLAN TRACKING SHEET** (Pages 13-17 in the 2018 Summit Packet)

  1. Council asked for each goal of the tracking sheet to be placed on its own page.
Goal: Economic Development  (Page 13 of the 2018 Summit Packet)

2. Extend item 1 into 2019 and 2020.

3. Extend item 2 into 2019 and 2020.

Goal: Town Center (pages 13-14)

4. Extend item 2 into 2019 and 2020.
   - A suggestion for building on this action item: Discuss with representatives of Green River Community College the idea of surveying the community about its interest in the College offering classes in Covington, and what kinds of courses would be most attractive and beneficial.

5. Move up item 4 from 2020 to 2019.

Goal: Community (pages 14-15)

6. Item 4: Discuss with Maple Valley representatives the idea of partnering to expand Play Unplugged.

7. Item 5: Ask Maple Valley and Black Diamond if they would like to partner in developing a new annual tournament. Because the Council would prefer that the tournament be held in Covington, state the invitation as “We are inviting you to join us.” Be prepared for the possibility that Maple Valley may suggest that the tournament be held at Lake Wilderness Park or at one of its fields. If so, there may be something that Covington should request in exchange.
   - Sean Smith envisions local high schools someday hosting football games on fields at their schools or in their communities. Suggest this idea in the Covington Community Park Phase 3?


Goal: Neighborhoods (page 15)

9. Item 3: Covington could develop a packet for neighborhood groups and Home Owner Associations (HOAs) that guides how they would conduct the National Night Out. The City would send out a letter two months before the event to solicit interest, and then follow up with those who are interested by sharing the “how to” packet.
   - Staff has begun compiling a record of which neighborhood groups and HOAs are active and might be interested in assuming this responsibility.
   - Marlla Mhoon suggested that Covington could learn from Bend, Oregon how to make its neighborhoods more identifiable.

Goal: Municipal Services (page 16)

10. No change is required to item 5, but Don Vondran reported that it has been difficult to find a suitable and available property on which to construct a new maintenance facility. He also said that the Public Works Department is engaging a different real estate agent to assess properties for the facility. A suggestion was made to consider a site at 256th @ Highway 18 and to develop it as a maintenance facility and as an environmental education project.
Goal: Customer Service (pages 16-17)

11. Item 3: Add 2019 to the leadership development program. Although Council suggested that the tracking sheet continue to show that it could begin in 2018, the assumption is that anything initiated this year will be foundational. The real effort to develop and launch the program will be in 2019.

- ECONORTHWEST’S ANALYSIS OF THE CITY’S FINANCIAL SITUATION AND OPTIONS


13. Provide the City Council with Mr. Shook’s report before it meets with him so that Councilmembers can review the report and prepare questions to ask him.

- YOUTH COUNCIL AND YOUTH REPRESENTATION ON CITY COMMISSIONS

14. Work with Margaret Harto and Sean Smith to schedule them to speak at local schools about serving on the Youth Council or as youth representatives on commissions.

15. Explore the idea of asking the Youth Council to host an event that highlights the need for more involvement form the City’s youth on the Youth Council and commissions.

- COVINGTON ELEMENTARY SCHOOL, TOWN CENTER, AND THE AQUATIC CENTER

16. Prepare for the City’s purchase later this year of the eight-acre site where Covington Elementary School is located.

17. Hire a consultant after the property is purchased to assess the future uses of and condition of the school and identify the costs associated with repurposing and maintaining the school and school grounds.

18. Hire a consultant to conduct a conditional assessment of the Aquatic Center and a feasibility study of the options available to the City.

19. Place on the agenda of the Tri-City meeting in May discussion of the role of the Aquatic Center as a regional facility serving not only Covington’s residents, but also the people of Maple Valley, Black Diamond, and other neighborhoods and cities.

- THE CITY COUNCIL’S ROLE IN THE REGION

20. In September the Council should discuss who from Covington should be nominated to serve on regional committees in 2019 (and, possibly, others that have been identified as important to the City). The call for applications or nominations is in October.

These are the committees of greatest interest to the Council: Puget Sound Regional Council (PSRC) Executive Board (Marilla recently stepped down from that body after serving three years); PSRC’s Growth Management Policy Board (GMPB); PSRC’s Transportation Policy Board (TBP); and the King County Growth Management Planning Council (GMPC).
21. In early Spring finalize the agenda for the May Tri-City agenda.

- **TRANSPORTATION**

22. Prepare the ordinance by which the Council places a proposition on the ballot that rescinds the car tab fee and replaces it with a sales tax of two-tenths-of-one-percent.

23. Determine the proper timing for placing this proposal on the ballot and recommend the timing to the Council.

- **PUBLIC SAFETY**

24. Post on the City website crime prevention tips. One place to post them would be in “The Mayor’s Corner.” A key message could be “Don’t make yourself an easy target.”

- **COUNCIL POLICIES AND PROCEDURES**

25. City Attorney Kathy Hardy will revise 8.4 per the Council’s agreement (see page 10) and bring the proposed language to Council for review, discussion, and adoption.

26. Once the Emergency Management Coordinator is on board, hold a Council discussion about whether or not the Mayor should be able to act unilaterally in extreme circumstances during emergencies. Related to 4.2.5. (See page 10.)
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #36897 - #36962, including ACH payments in the amount of $565,911.92, dated January 19, 2018; Vouchers #36963 - #37041, including ACH payments in the amount of $407,001.94, dated February 2, 2018; and Paylocity Payroll Vouchers #1008081193 - #1008081212 inclusive, plus employee direct deposits and wire transfers, in the amount of $207,949.62, dated January 26, 2018.

PREPARED BY: Casey Parker, Senior Accountant

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

Councilmember __________ moves, Councilmember ___________ seconds, to approve for payment Vouchers: Vouchers #36897 - #36962, including ACH payments in the amount of $565,911.92, dated January 19, 2018; Vouchers #36963 - #37041, including ACH payments in the amount of $407,001.94, dated February 2, 2018; and Paylocity Payroll Vouchers #1008081193 - #1008081212 inclusive, plus employee direct deposits and wire transfers, in the amount of $207,949.62, dated January 26, 2018.
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR REAL ESTATE SERVICES WITH CRAIG STEINLICHT OF RE/MAX VICTORY.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. Real Estate Agreement for Services

PREPARED BY: Don Vondran, Public Works Director

EXPLANATION:
At the end of 2017, our Real Estate Agent/Consultant Jeri Cranney with Abaco Pacific retired. In November of 2017 Council authorized a contract with DCI Engineers to complete the right of way (ROW) acquisition for SR 516: Jenkins Creek to 185th (CIP 1127). That contract took care of the ROW acquisition for CIP 1127 but Jeri also helped with property acquisition for Parks and property valuation questions for Community Development and Public Works as well as other various real estate related issues. There are several items that are in the work plan that are real estate related and would best be completed with a real estate agent. These projects include the school district property acquisition, additional parcel acquisitions for SoCo Park and acquiring a location for a maintenance facility.

This Real Estate Agreement for Services (Attachment 1) would allow the City to work with Craig Steinlicht with RE/MAX Victory on a case by case basis on real estate related projects. Craig was referred by local realtors based on his experience in commercial properties and working with other cities.

ALTERNATIVES:
1. Not authorize the City Manager to execute the agreement for services and direct staff to negotiate an agreement with a different broker/agent.
2. Revise the proposed agreement.

FISCAL IMPACT:
Each task for real estate service assistance would come out of existing budgets that were set for those tasks or would come out of professional services budgets allocated in the departments that are requesting the real estate services.

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

Council member __________ moves, Council member __________ seconds, to authorize the City Manager to execute an Agreement for Services with RE/MAX Victory in substantial form as that presented, for real estate services.

REVIEWED BY: City Manager, City Attorney, Finance Director
THIS AGREEMENT FOR SERVICES is entered into this 13th day of February, 2018, by and between the City of Covington (“City”), a Washington municipal corporation, and Craig Steinlicht – VictoryWA LLC (DBA RE/MAX Victory) (“Consultant”), a Washington limited liability company.

RECITALS:

A. The City seeks the temporary services of a skilled independent consultant capable of working without direct supervision to perform Real Estate Services on behalf of the citizens of Covington; and

B. The Consultant has the requisite skill and experience necessary to provide said services; and

C. The City has selected the Consultant to perform said services; and

D. The purpose of this Agreement is to establish the terms and conditions under which the Consultant will perform said services.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the City and the Consultant do hereby agree as follows:

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant does hereby agree to perform on behalf of the City the services more particularly described herein.

2. Scope of Services. Upon written authorization from the City to proceed, the Consultant shall perform the services described on Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”), in a manner consistent with the accepted practices for similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Consultant shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this contract and shall submit a “Statement of Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid” in compliance with RCW 39.12.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2020 (“Term”), unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant. Time is of the essence in each and every term of this Agreement.
4. **Compensation and Method of Payment.**

4.1 **Compensation.** In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount calculated on the basis of the rates set forth in Exhibit “A” attached and incorporated herein by this reference.

4.2. **Method of Payment.** Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than ten days after City Council approval of the invoiced amount.

4.3 **First Invoice.** Prior to or along with the first invoice submitted, the Consultant shall return to the City a completed “Request for Taxpayer Identification Number and Certification”, also known as IRS form W-9.

4.4 **Consultant Responsible for Taxes.** The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. **Warranty.** The Consultant warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of Covington business license. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant’s failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City’s approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither the City’s review, approval, acceptance of, and/or payment for any services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. **Ownership and Use of Documents.** Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Consultant shall be delivered to the City. No confidential information obtained or created by Consultant shall be disclosed to any
person or party other than the City without the City’s prior written consent.

7. **Independent Contractor.** It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay or any other benefit of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, sub consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the parties hereto. The Consultant shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

8. **Indemnification.** To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless the City and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of Consultant, its contractor, or employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Consultant, its contractor or employees, agents, volunteers or representatives and the City or its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of Consultant, its contractor or employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Consultant shall assume all costs of defense thereof, including administrative and legal fees incurred by the City, and of all resulting judgments that may be obtained against the City or any of its officers, principals, agents, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, Consultant shall at once cause the same to be dissolved and discharged by giving bond or otherwise. Consultant specifically assumes potential liability for actions brought by Consultant’s own employees against the City and for that purpose Consultant specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Consultant recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

The provisions of this Section shall survive any expiration or termination of this Agreement.

9. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives or employees. Consultant’s maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in
equity. The Consultant shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

9.2 Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than $1,000,000 each occurrence, $2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.

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

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

The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers’ comp program. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Consultant's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

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

10. Books and Records. The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11. Termination.
11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City within five days of the date of termination.

11.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11.3 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation, default, or nonperformance of any provision of this Agreement. The remedies provided in this paragraph shall be in addition to any other remedy the City may have at law or in equity.

12. **Discrimination.** In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Consultant or by the Consultant's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

13. **Assignment and Subcontract.** The Consultant shall not assign or transfer any interest in this Agreement or subcontract any portion of the services contemplated hereunder without the prior written consent of the City.

14. **Conflict of Interest.** The Consultant represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized that the Consultant may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Consultant’s ability to perform the Services. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, the Consultant shall immediately disclose such potential conflict to the City. The Consultant agrees to resolve any actual conflicts of interest in favor of the City.

15. **Confidentiality.** All information regarding the City obtained by the Consultant and designated by the City as confidential in the performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination of this Agreement.
16. **Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the City’s current fiscal period. This Agreement shall terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of this provision are effectuated.

17. **Entire Agreement.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

18. **Amendment.** This Agreement may not be modified or amended except by writing signed by all parties hereto.

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

20. **Successors.** Subject to the provisions of paragraph 13 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

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

22. **Notices.** All notices, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by first class or certified mail, with postage prepaid,

22.1 if to the Consultant, to:

Craig Steinlicht  
RE/MAX Victory  
10516 Silverdale Way, Suite 110B  
Silverdale, WA  98383

or to such other person or place as the Consultant shall furnish to the City in writing; and

22.2 if to the City, to:

City of Covington  
16720 SE 271st Street, Suite100  
Covington, WA  98042
or to such other person or place as the City shall furnish to the Consultant in writing.

   Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

23. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Washington.

24. **Venue.** The venue for any cause of action arising out of this Agreement shall be King County, Washington.

25. **Attorney’s Fees.** In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party’s reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney’s fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term “legal proceedings” as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

26. **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

27. **Survival of Representations.** The representations and warranties of the City and the Consultant contained hereto shall survive indefinitely.

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

29. **Authority.** Each individual executing this Agreement on behalf of the City and the Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

CITY OF COVINGTON

_________________________
By: Regan Bolli
Its: City Manager

Attest: Approved as to form:

_________________________  ________________________
Sharon Scott, City Clerk    Kathy Hardy, City Attorney

CONSULTANT

_________________________
By: Craig Steinlicht – RE/MAX Victory
Its: Owner/Broker
EXHIBIT A

Scope of Services
Provide Real Estate Services including but not limited to property evaluation, valuation/appraisal, inspection, negotiation, acquisition, condemnation of certain real property, relocation of certain residences/businesses, owner/tenant representation, brokerage, attend and participate in public meetings, presentations to Council and other officials and provide other professional and related services including but not limited to providing expert witness testimony in mediation, arbitration and trial.

Additionally, provide for required bid and selection process, contract management, project management and oversight of subcontractors for work including but not limited to appraisal, environmental reviews/reports, soils, engineering, business valuation, relocation appraisals and property management services.

Sub Contracted services:
Sub Contracted services shall be approved on an as-needed basis, in advance. Services shall include bid and selection process, project management and oversight of subcontractors for work including but not limited to appraisal, environmental reviews/reports, soils, engineering, business valuation, relocation appraisals and property management services.

Brokerage services:
Brokerage services shall be provided upon request. Fees for brokerage services shall be negotiated on a case-by-case basis and shall be performed under separate listing and sale agreement(s) between the City and Consultant.

Rates:

Professional/Senior technical services: $105.00/hour

Expert witness testimony, mediation, arbitration and court appearances:
Pre-trial, preparation and follow-up, $150.00/hour
Actual mediation, arbitration and/or court time. $225.00/hour
Sub-contracted services Invoiced charges

Overhead rate(s):
An overhead rate of twenty (20%) shall be assessed on all services and charges defined above.

Supplies, Equipment and other Direct Expenses:
Charges for certain items shall be made including:
Printing and copying of materials, reports: $0.15/page
Blue print/large format copies: $2.00/ page
Vehicle Mileage: $0.545/mile

Charges for other items not typically furnished will be charged at actual rates. These may include rental equipment, tolls, permits, licenses, fees, aerial photographs, pre-approved travel and extraordinary long distance telephone charges.

Overhead rate(s): Overhead charges will not be assessed on direct expenses defined above.
SUBJECT: APPOINTMENT TO OPENING ON THE COVINGTON ECONOMIC DEVELOPMENT COUNCIL (CEDC).

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): See Interview Schedule and application provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
There is currently one opening on the Covington Economic Development Council that is to be appointed by the Covington City Council. One application has been received. The Council interviewed that applicant on Tuesday, February 13.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides/Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Bernard</td>
<td>Resides in Covington</td>
</tr>
</tbody>
</table>

ALTERNATIVES:
Not appoint at this time and direct staff to continue to advertise for additional applicants.

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

Council member _____________ moves, Council member ________________ seconds, to appoint _______________ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2019.

REVIEWED BY: City Manager
SUBJECT: CONSIDER APPOINTMENT TO OPENING ON THE ARTS COMMISSION

RECOMMENDED BY: Pat Patterson, Recreation Manager

ATTACHMENTS: See Interview Schedule and applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
Arts Commission Position No. 7 is currently open due to a resignation and has only three months remaining in its term. The City has received three new applications for this replacement position.

The current applicants are:

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides/Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ruby Strestha (interviewed Jan. 9)</td>
<td>Resides inside city limits</td>
</tr>
<tr>
<td>Patti Melton (interviewed Feb. 13)</td>
<td>Resides inside city limits</td>
</tr>
<tr>
<td>Juliet Finlay (interviewed Feb. 13)</td>
<td>Resides within 3-mile radius of city limits</td>
</tr>
</tbody>
</table>

Current Arts Commission Rules state:

**2.70.020 Membership, terms, residence requirements.**
(1) Membership. The Arts Commission shall consist of seven members appointed by the City Council, two of which may be youth members who must be between the ages of 14 and 18 at the start of their terms. Up to two of the members may reside outside the City, but those outside must reside within a three-mile radius of the City limits. The remaining five members must work or reside within the City limits.

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

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

Councilmember ______________ moves, Councilmember ______________ seconds, to appoint ______________ to fill open Position No. 7 on the Arts Commission for the remainder of the term expiring May 31, 2018 and for the following term expiring May 31, 2021.

REVIEWED BY: Recreation Manager, City Manager
SUBJECT: REPORT ON CAR CAMPING

RECOMMENDED BY: Richard Hart, Community Development Director

PREPARED BY: Kathy Hardy, City Attorney

ATTACHMENTS:
1. House Bill 2044
2. U.S. Department of Justice Letter regarding RLUIPA

EXPLANATION:
In April 2017, St. John the Baptist Catholic Church (“church”) contacted the Community Development Department and expressed their desire to serve the homeless by allowing a small number of cars to park overnight in their church parking lot. Initially, staff concluded that it might regulate this use with a Temporary Use Permit. Staff met with the church and discussed concerns related to health and safety, and staff encouraged the church to communicate their plans to the surrounding community.

City staff next heard from the church in late November 2017, when the church indicated they were working with Catholic Community Services and the Seattle Area Interfaith Task Force on Homelessness to move forward with their desire to provide car camping on their property. City staff again reviewed how this would be regulated and concluded that there are no mechanisms in the City’s current code to require a permit from the church. After reviewing the Religious Land Use and Institutionalized Persons Act, staff determined that a Memorandum of Understanding with the church would be the best means to mitigate the City’s health and safety concerns. Staff communicated this to the City Council at their January 9, 2018, Council Meeting, and the Council asked the City Attorney to bring the City’s regulating options to a future meeting.

Under the City’s current code, there is no mechanism to issue a permit to regulate this activity. This is not surprising, given that this is a fairly new tool in this region to address homelessness. City staff is aware of two churches that currently provide car camping in their parking lot; they are located in Kent and Kirkland. Neither Kent nor Kirkland currently regulate this activity through a permit or any other means.

If the City Council would like to regulate this activity with a permit, the City would first need to adopt an ordinance related to this type of activity. The ordinance would only be able to address narrowly tailored health and safety concerns due to the following laws.

Any ordinance would be subject to state and federal interpretation. The Washington State Constitution provides broader protection of religious rights than the United States Constitution, so I will only provide the Washington State Constitutional provisions. Under Article I, Section 11 of the Washington State Constitution, “Absolute freedom of conscience in all matters of
religious sentiment, belief, and worship, shall be guaranteed to every individual, and no one shall be molested or disturbed in person or property on account of religion; but the liberty of conscience hereby secured shall not be construed as to excuse acts of licentiousness or justify practices inconsistent with the peace and safety of the state.” As interpreted in the courts, cities can regulate health and safety concerns as long as there is a compelling government interest, the regulation is narrowly tailored to achieve that interest, and the regulation does not impose a substantial burden on the practice of religion. It is the strictest test that courts observe and greatly favors religious expression.

As cities began enacting ordinances to address Tent City encampments in their jurisdictions, the Washington State Legislature adopted RCW 35A.21.360, which prohibited certain actions by cities in regulating homeless encampments. RCW 35A.21.360 mirrors much of the interpretation of the Washington Constitution, and in addition, explicitly prohibits cities from requiring churches to indemnify cities or obtain insurance to protect cities housing a homeless encampment in their jurisdiction. There was a house bill last term proposing amendments that would increase restrictions on cities, but it failed to pass. Please see Attachment 1.

As mentioned above, the United States Constitution is less restrictive on cities than the Washington State Constitution. However, there is a Federal statute that restricts cities’ ability to regulate church activities via permit, known as the Religious Land Use and Institutionalized Persons Act ("RLUIPA"). I have attached a letter from the United States Department of Justice that does an excellent job of describing the restrictions of that law. Please see Attachment 2.

If Covington elects to adopt an ordinance related to car camping or temporary encampments, the ordinance would be scrutinized under the above-described laws. Covington would be able to regulate only health and safety concerns that are narrowly tailored to achieve a compelling government interest. The types of provisions staff would propose in such an ordinance are the same types of provisions staff is proposing for the Memorandum of Understanding with the church. The advantage of the Memorandum of Understanding is that the church would be voluntarily agreeing to the provisions. As mentioned above, the two cities that staff is aware of that currently have car camping programs do not regulate the programs through a permit or Memorandum of Understanding. Staff recommends that the City pursue a Memorandum of Understanding with St. John the Baptist Catholic Church.

**ALTERNATIVES:**
1. Council could ask staff to explore a regulatory ordinance that would enable the City to require a permit for this type of use.

**FISCAL IMPACT:** None

**CITY COUNCIL ACTION:** ___Ordinance ___Resolution ___Motion ___Other

Provide direction to staff

**REVIEWED BY:** City Manager; City Attorney; Finance Director.
State of Washington 65th Legislature 2017 Regular Session

By Representatives McBride, Peterson, Robinson, Orwell, Chapman, Kloba, Santos, and Pollet

Read first time 02/09/17. Referred to Committee on Community Development, Housing & Tribal Affairs.

AN ACT Relating to the hosting of the homeless by religious organizations; amending RCW 36.01.290, 35.21.915, and 35A.21.360; and creating a new section.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

NEW SECTION. Sec. 1. The legislature finds that residents in temporary settings hosted by religious organizations are a particularly vulnerable population that do not have access to the same services as citizens with more stable housing. Residents in these settings, including outdoor uses such as tent encampments, indoor overnight shelters, temporary small houses on site, and homeless-occupied vehicle resident safe parking, can be at increased risk of exploitation, theft, unsanitary living conditions, and physical harm. Therefore, it is the intent of the legislature that local municipalities have the discretion to protect the health and safety of residents in temporary settings that are hosted by religious organizations. Furthermore, the legislature finds and declares that hosted tent encampments, indoor overnight shelters, temporary small houses on site, and homeless-occupied vehicle resident safe parking serve as pathways for individuals experiencing homelessness to receive services and achieve financial stability, health, and permanent housing.
Sec. 2. RCW 36.01.290 and 2010 c 175 s 2 are each amended to read as follows:

(1) A religious organization may host (temporary encampments for) the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings.

(2) A county may not enact an ordinance or regulation or take any other action that:

(a) Imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter, such as a tent encampment, indoor overnight shelter, temporary small house on site, or vehicle resident safe parking, for homeless persons on property owned or controlled by the religious organization;

(b) Requires a religious organization to obtain insurance pertaining to the liability of a municipality with respect to homeless persons housed on property owned by a religious organization or otherwise requires the religious organization to indemnify the municipality against such liability; (er)

(c) Imposes permit fees in excess of the actual costs associated with the review and approval of (the required) permit applications. Actual costs must be reasonable and not include departmental overhead. Actual permit costs are reasonable if they do not cause an undue burden to the permit applicant;

(d) Specifically limits a religious organization's availability to host a rotating, established tent encampment on its property or property controlled by the religious organization to fewer than eight months during any calendar year. However, a county may enact an ordinance or regulation that requires a three-month separation of time between subsequent or established tent encampments at a particular site;

(e) Specifically limits a religious organization's tent encampment hosting term to fewer than four months unless consented to by that religious organization for a specific instance;

(f) Limits the number of simultaneous religious organization tent encampment hostings within the same municipality during any given period of time. Simultaneous and adjacent hostings of tent encampments by religious organizations may be limited if located
within one thousand feet of other religious organizations hosting
tent encampments; or

(g) Limits a religious organization's availability to host safe
parking efforts at its on-site parking lot, including limitations on
any other congregationally sponsored uses and the parking available
to support such uses during the hosting, except for limitations that
are in accord with the following criteria that would govern if
enacted by local ordinance:

(i) No less than one space may be devoted to safe parking per ten
on-site parking spaces;

(ii) Restroom access must be provided either within the buildings
on the property or through use of portable facilities;

(iii) The host religious organization or host religious
organization's managing agency must ensure that the county or local
law enforcement agency has completed sex offender checks of all
vehicle residents. The host religious organization or host religious
organization's managing agency must inform vehicle residents how to
comply with laws regarding the legal status of vehicles and drivers,
and provide a written code of conduct consistent with area standards.

(3) A county must enact an ordinance or regulation or take any
other action that requires a hosting religious organization and a
distinct managing agency using the religious organization's property,
owned or controlled by the religious organization, for hostings to
include tent encampments, temporary small houses on site, indoor
overnight shelters, or vehicle resident safe parking to enter into a
written agreement to protect the public health and safety of both the
residents of the particular hosting and the residents of the county.
At a minimum, the agreement must include information regarding: The
right of a resident in a tent encampment, vehicle resident safe
parking, temporary small house on site, or indoor overnight shelter
to seek public health and safety assistance, the resident's ability
to access social services on site, and the resident's ability to
directly interact with the hosting religious organization, including
the ability to express any concerns regarding the managing agency to
the religious organization; a written code of conduct agreed to by
the managing agency, hosting religious organization, and all
volunteers working with residents of the tent encampment, temporary
small house on site, indoor overnight shelter, or vehicle resident
safe parking; and the ability for the hosting religious organization
to interact with residents of the tent encampment, indoor overnight
shelter, temporary small house on site, or vehicle resident safe parking.

(4) Any hosting religious organization performing any hosting of a tent encampment, vehicle resident safe parking, temporary small house on site, or indoor overnight shelter, with a managing agency, must work with the county to utilize Washington's homeless client management information system, as provided for in RCW 43.185C.180. When the religious organization does not partner with a managing agency, the religious organization is encouraged to partner with a provider using the Washington homeless client managing information system. Any managing agency receiving any funding from local continuum of care programs must utilize the homeless client management information system. Temporary, overnight, extreme weather shelter provided in religious organization buildings does not need to meet this requirement.

(5) For the purposes of this section, the following definitions are used:

(a) "Managing agency" means an organization such as a religious organization or other organized entity that has the capacity to organize and manage a homeless tent encampment and a vehicle resident safe parking program. A "managing agency" may be the same entity as the sponsoring religious organization.

(b) "Religious organization" means the federally protected practice of a recognized religious assembly, school, or institution that owns or controls real property.

(c) "Safe parking" means a number of parking spaces on property owned or leased by a religious organization, which are part of a designated parking area that has been approved by a county.

((4)) (6) An appointed or elected public official, public employee, or public agency as defined in RCW 42.42.470 is immune from civil liability for (a) damages arising from the permitting decisions for a temporary encampment for the homeless as provided in this section and (b) any conduct or unlawful activity that may occur as a result of the temporary encampment for the homeless as provided in this section.

Sec. 3. RCW 35.21.915 and 2010 c 175 s 3 are each amended to read as follows:

(1) A religious organization may host (temporary encampments for the homeless on property owned or controlled by the religious organization).
organization whether within buildings located on the property or
elsewhere on the property outside of buildings.

(2) A city or town may not enact an ordinance or regulation or
take any other action that:

(a) Imposes conditions other than those necessary to protect
public health and safety and that do not substantially burden the
decisions or actions of a religious organization regarding the
location of housing or shelter, such as a tent encampment, indoor
overnight shelter, temporary small house on site, or vehicle resident
safe parking, for homeless persons on property owned or controlled by
the religious organization;

(b) Requires a religious organization to obtain insurance
pertaining to the liability of a municipality with respect to
homeless persons housed on property owned by a religious organization
or otherwise requires the religious organization to indemnify the
municipality against such liability; ((er))

(c) Imposes permit fees in excess of the actual costs associated
with the review and approval of ((the required)) permit applications,
Actual costs must be reasonable and not include departmental
overhead. Actual permit costs are reasonable if they do not cause an
undue burden to the permit applicant;

(d) Specifically limits a religious organization's availability
to host a rotating, established tent encampment on its property or
property controlled by the religious organization to fewer than eight
months during any calendar year. However, a city or town may enact an
ordinance or regulation that requires a three-month separation of
time between subsequent or established tent encampments at a
particular site;

(e) Specifically limits a religious organization's tent
encampment hosting term to fewer than four months unless consented to
by that religious organization for a specific instance;

(f) Limits the number of simultaneous religious organization tent
encampment hostings within the same municipality during any given
period of time. Simultaneous and adjacent hostings of tent
encampments by religious organizations may be limited if located
within one thousand feet of other religious organizations hosting
tent encampments; or

(g) Limits a religious organization's availability to host safe
parking efforts at its on-site parking lot, including limitations on
any other congregationally sponsored uses and the parking available
to support such uses during the hosting, except for limitations that are in accord with the following criteria that would govern if enacted by local ordinance:

(i) No less than one space may be devoted to safe parking per ten on-site parking spaces;

(ii) Restroom access must be provided either within the buildings on the property or through use of portable facilities;

(iii) The host religious organization or host religious organization's managing agency must ensure that the local law enforcement agency has completed sex offender checks of all vehicle residents. The host religious organization or host religious organization's managing agency must inform vehicle residents how to comply with laws regarding the legal status of vehicles and drivers, and provide a written code of conduct consistent with area standards.

(3) A city or town must enact an ordinance or regulation or take any other action that requires a hosting religious organization and a distinct managing agency using the religious organization's property, owned or controlled by the religious organization, for hostings to include tent encampments, temporary small houses on site, indoor overnight shelters, or vehicle resident safe parking to enter into a written agreement to protect the public health and safety of both the residents of the particular hosting and the residents of the city or town. At a minimum, the agreement must include information regarding:

The right of a resident in a tent encampment, vehicle resident safe parking, temporary small house on site, or indoor overnight shelter to seek public health and safety assistance, the resident's ability to access social services on site, and the resident's ability to directly interact with the hosting religious organization, including the ability to express any concerns regarding the managing agency to the religious organization; a written code of conduct agreed to by the managing agency, hosting religious organization, and all volunteers working with residents of the tent encampment, temporary small house on site, indoor overnight shelter, or vehicle resident safe parking; and the ability for the hosting religious organization to interact with residents of the tent encampment, indoor overnight shelter, temporary small house on site, or vehicle resident safe parking.

(4) Any hosting religious organization performing any hosting of a tent encampment, vehicle resident safe parking, temporary small house on site, or indoor overnight shelter, with a managing agency.
must work with the city or town to utilize Washington's homeless client management information system, as provided for in RCW 43.185C.180. When the religious organization does not partner with a managing agency, the religious organization is encouraged to partner with a provider using the Washington homeless client managing information system. Any managing agency receiving any funding from local continuum of care programs must utilize the homeless client management information system. Temporary, overnight, extreme weather shelter provided in religious organization buildings does not need to meet this requirement.

(5) For the purposes of this section, the following definitions are used:

(a) "Managing agency" means an organization such as a religious organization or other organized entity that has the capacity to organize and manage a homeless tent encampment and a vehicle resident safe parking program. A "managing agency" may be the same entity as the sponsoring religious organization.

(b) "Religious organization" means the federally protected practice of a recognized religious assembly, school, or institution that owns or controls real property.

(c) "Safe parking" means a number of parking spaces on property owned or leased by a religious organization, which are part of a designated parking area that has been approved by a city or town.

((4.5)) (6) An appointed or elected public official, public employee, or public agency as defined in RCW 4.24.470 is immune from civil liability for (a) damages arising from the permitting decisions for a temporary encampment for the homeless as provided in this section and (b) any conduct or unlawful activity that may occur as a result of the temporary encampment for the homeless as provided in this section.

Sec. 4. RCW 35A.21.360 and 2010 c 175 s 4 are each amended to read as follows:

(1) A religious organization may host ((temporary encampments for)) the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings.

(2) A code city may not enact an ordinance or regulation or take any other action that:
(a) Imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter, such as a tent encampment, indoor overnight shelter, temporary small house on site, or vehicle resident safe parking, for homeless persons on property owned or controlled by the religious organization;

(b) Requires a religious organization to obtain insurance pertaining to the liability of a municipality with respect to homeless persons housed on property owned by a religious organization or otherwise requires the religious organization to indemnify the municipality against such liability; [(ex)]

(c) Imposes permit fees in excess of the actual costs associated with the review and approval of [(the required)] permit applications. Actual costs must be reasonable and not include departmental overhead. Actual permit costs are reasonable if they do not cause an undue burden to the permit applicant;

(d) Specifically limits a religious organization's availability to host a rotating, established tent encampment on its property or property controlled by the religious organization to fewer than eight months during any calendar year. However, a code city may enact an ordinance or regulation that requires a three-month separation of time between subsequent or established tent encampments at a particular site;

(e) Specifically limits a religious organization's tent encampment hosting term to fewer than four months unless consented to by that religious organization for a specific instance;

(f) Limits the number of simultaneous religious organization tent encampment hostings within the same municipality during any given period of time. Simultaneous and adjacent hostings of tent encampments by religious organizations may be limited if located within one thousand feet of other religious organizations hosting tent encampments; or

(g) Limits a religious organization's availability to host safe parking efforts at its on-site parking lot, including limitations on any other congregationally sponsored uses and the parking available to support such uses during the hosting, except for limitations that are in accord with the following criteria that would govern if enacted by local ordinance:
(i) No less than one space may be devoted to safe parking per ten on-site parking spaces;
(ii) Restroom access must be provided either within the buildings on the property or through use of portable facilities;
(iii) The host religious organization or host religious organization's managing agency must ensure that the local law enforcement agency has completed sex offender checks of all vehicle residents. The host religious organization or host religious organization's managing agency must inform vehicle residents how to comply with laws regarding the legal status of vehicles and drivers, and provide a written code of conduct consistent with area standards.

(3) A code city must enact an ordinance or regulation or take any other action that requires a hosting religious organization and a distinct managing agency using the religious organization's property, owned or controlled by the religious organization, for hostings to include tent encampments, temporary small houses on site, indoor overnight shelters, or vehicle resident safe parking to enter into a written agreement to protect the public health and safety of both the residents of the particular hosting and the residents of the code city. At a minimum, the agreement must include information regarding: The right of a resident in a tent encampment, vehicle resident safe parking, temporary small house on site, or indoor overnight shelter to seek public health and safety assistance, the resident's ability to access social services on site, and the resident's ability to directly interact with the hosting religious organization, including the ability to express any concerns regarding the managing agency to the religious organization; a written code of conduct agreed to by the managing agency, hosting religious organization, and all volunteers working with residents of the tent encampment, temporary small house on site, indoor overnight shelter, or vehicle resident safe parking; and the ability for the hosting religious organization to interact with residents of the tent encampment, indoor overnight shelter, temporary small house on site, or vehicle resident safe parking.

(4) Any hosting religious organization performing any hosting of a tent encampment, vehicle resident safe parking, temporary small house on site, or indoor overnight shelter, with a managing agency, must work with the code city to utilize Washington's homeless client management information system, as provided for in RCW 43.185C.180. When the religious organization does not partner with a managing
agency, the religious organization is encouraged to partner with a provider using the Washington homeless client managing information system. Any managing agency receiving any funding from local continuum of care programs must utilize the homeless client management information system. Temporary, overnight, extreme weather shelter provided in religious organization buildings does not need to meet this requirement.

(5) For the purposes of this section, the following definitions are used:

(a) "Managing agency" means an organization such as a religious organization or other organized entity that has the capacity to organize and manage a homeless tent encampment and a vehicle resident safe parking program. A "managing agency" may be the same entity as the sponsoring religious organization.

(b) "Religious organization" means the federally protected practice of a recognized religious assembly, school, or institution that owns or controls real property.

(c) "Safe parking" means a number of parking spaces on property owned or leased by a religious organization, which are part of a designated parking area that has been approved by a code city.

(4) An appointed or elected public official, public employee, or public agency as defined in RCW 4.24.470 is immune from civil liability for (a) damages arising from the permitting decisions for a temporary encampment for the homeless as provided in this section and (b) any conduct or unlawful activity that may occur as a result of the temporary encampment for the homeless as provided in this section.

--- END ---
December 15, 2016

Re: The Religious Land Use and Institutionalized Persons Act

Dear State, County, and Municipal Officials:

I am writing to you today to highlight the obligation of public officials to comply with the various provisions of the Religious Land Use and Institutionalized Persons Act (RLUIPA), and to inform you about documents previously issued by the Department of Justice (Department) that may be of assistance to you in understanding and applying this important Federal civil rights law.

The freedom to practice religion according to the dictates of one’s conscience is among our most fundamental rights, written into our Constitution and protected by our laws. In our increasingly diverse nation, the Department continues to steadfastly defend this basic freedom and ensure that all people may live according to their beliefs, free of discrimination, harassment, or persecution.

Over the years Congress has passed a number of laws that protect the religious liberties of those who live in America, including the landmark Civil Rights Act of 1964 and the 1996 Church Arson Prevention Act. In 2000 Congress, by unanimous consent, and with the support of a broad range of civil rights and religious organizations, enacted the Religious Land Use and Institutionalized Persons Act. 42 U.S.C. § 2000cc et seq. In enacting RLUIPA, Congress determined that there was a need for Federal legislation to protect religious individuals and institutions from unduly burdensome, unreasonable or discriminatory zoning, landmarking, and other land use regulations.1 Congress heard testimony that houses of worship, particularly those of minority religions and start-up churches, were disproportionately affected, and in fact often were actively discriminated against, by local land use decisions. Congress also found that, as a whole, religious institutions were treated worse than secular places of assembly like community centers, fraternal organizations, and movie theaters, and that zoning authorities frequently violated the United States Constitution by placing excessive burdens on the ability of congregations to exercise their faiths.

1 RLUIPA also contains provisions that prohibit regulations that impose a “substantial burden” on the religious exercise of persons residing or confined in an “institution,” unless the government can show that the regulation serves a “compelling government interest” and is the least restrictive way for the government to further that interest. 42 U.S.C § 2000cc-1.
RLUIPA includes a private right of action, which allows private individuals to enforce its provisions. Congress also gave the U.S. Attorney General the authority to enforce RLUIPA, and the Department of Justice has been active in enforcing this important civil rights law since its enactment. To date, the Department has opened nearly 100 formal investigations and filed nearly 20 lawsuits related to RLUIPA’s land use provisions. Through these efforts, as well as those by private parties, RLUIPA has helped secure the ability of thousands of individuals and institutions to practice their faiths freely and without discrimination.

Yet, sixteen years after RLUIPA’s enactment, far too many people and communities remain unaware of the law, or do not fully understand the scope of its provisions. Earlier this year, the Department’s Civil Rights Division launched 

*Combating Religious Discrimination Today*, an initiative bringing together community leaders around the country to discuss challenges regarding religious discrimination, religion-based hate crimes, and religious freedom, and to discuss possible solutions. One of the issues raised repeatedly from participants was that municipal, county, and other state and local officials are insufficiently familiar with the land use provisions of RLUIPA and their obligations under this Federal civil rights law. Participants also reported that houses of worship, particularly those from less familiar religious traditions, often face unlawful barriers in the zoning and building process. Additionally, participants explained that, in their experience, litigation frequently was avoided when the communities informed local officials of their obligations under RLUIPA early in the process. Participants recommended that the Department take proactive measures to ensure that state and local officials are properly educated about RLUIPA’s land use provisions.

In light of this, we are sending this letter to you and other officials throughout the country to remind you about the key provisions of RLUIPA. Ensuring that our constitutional protections of religious freedom are protected requires that Federal, state, and local officials work together, and to that end, we encourage you to share this letter with your colleagues. We hope that you will continue to work with the Department of Justice going forward and view us as a partner and ally in ensuring that no individuals in this country suffer discrimination or unlawful treatment simply because of their faiths.

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2 This work is detailed in reports on enforcement issued in September 2010 (available at [https://www.justice.gov/crt/rluipa_report_092210.pdf](https://www.justice.gov/crt/rluipa_report_092210.pdf)) and July 2016 (available at [https://www.justice.gov/crt/file/877931/download](https://www.justice.gov/crt/file/877931/download)).

1. **RLUIPA provides broad protections for religious individuals and institutions.**

   RLUIPA's land use provisions provide a number of protections for places of worship, faith-based social service providers and religious schools, and individuals using land for religious purposes. Specifically, RLUIPA provides for:

   - **Protection against substantial burdens on religious exercise:** Section 2(a) of RLUIPA prohibits the implementation of any land use regulation that imposes a “substantial burden” on the religious exercise of a person or institution except where justified by a “compelling government interest” that the government pursues using the least restrictive means.⁴

   - **Protection against unequal treatment for religious assemblies and institutions:** Section 2(b)(1) of RLUIPA provides that religious assemblies and institutions must be treated at least as well as nonreligious assemblies and institutions.

   - **Protection against religious or denominational discrimination:** Section 2(b)(2) of RLUIPA prohibits discrimination “against any assembly or institution on the basis of religion or religious denomination.”

   - **Protection against total exclusion of religious assemblies:** Section 2(b)(3)(A) of RLUIPA provides that government must not totally exclude religious assemblies from a jurisdiction.

   - **Protection against unreasonable limitation of religious assemblies:** Section 2(b)(3)(B) of RLUIPA provides that government must not unreasonably limit “religious assemblies, institutions, or structures within a jurisdiction.”

   While the majority of RLUIPA cases involve places of worship such as churches, synagogues, mosques, and temples, the law is written broadly to cover a wide range of religious uses. The “substantial burden” provision in Section 2(a) of the statute applies to burdens on “a person, including a religious assembly or institution.” The remaining provisions apply to any religious “assembly or institution.” Thus, RLUIPA applies widely not only to diverse places of worship, but also to religious schools, religious camps, religious retreat centers, and religious social service facilities such as group homes, homeless shelters, and soup kitchens, as well as to individuals exercising their religion through use of property, such as home prayer gatherings or Bible studies.

   To be clear, RLUIPA does not provide a blanket exemption from local zoning or landmarking laws. Rather, it contains a number of safeguards to prevent discriminatory, unreasonable, or unjustifiably burdensome regulations from hindering religious exercise. Ordinarily, before seeking recourse from RLUIPA, those seeking approval for a religious land

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⁴ Section 2 of RLUIPA is codified at 42 U.S.C § 2000cc.
use will have to apply for permits or zoning relief according to the regular procedures set forth in
the applicable ordinances, unless doing so would be futile, or the regular procedures are
discriminatory or create an unjustifiable burden. While zoning is primarily a local matter, where
it conflicts with Federal civil rights laws such as the Fair Housing Act or RLUIPA, Federal law
takes precedence.

Each of the aforementioned protections in RLUIPA are discussed in greater detail
below.\footnote{Further information may be found in the Statement of the Department of Justice on Land Use Provisions of the Religious Land Use and Institutionalized Persons Act (available at https://www.justice.gov/crt/rluipa_q_a_9-22-10.pdf), and at the Department of Justice Civil Rights Division RLUIPA information page (https://www.justice.gov/crt/religious-land-use-and-institutionalized-persons-act).}

2. **RLUIPA protects against unjustified burdens on religious exercise.**

Land use regulations frequently can impede the ability of religious institutions to carry
out their mission of serving the religious needs of their members. Section 2(a) of RLUIPA bars
imposition of land use regulations that create a “substantial burden” on the religious exercise of a
person or institution, unless the government can show that it has a “compelling interest” for
imposing the regulation and that the regulation is the least restrictive way for the government to
further that interest. A mere inconvenience to the person or religious institution is not sufficient,
but a burden that is substantial may violate RLUIPA. For example, in a case in which the United
States filed a friend-of-the-court brief in support of a Maryland church’s challenge to a rezoning
denial, a Federal appeals court ruled that the church had “presented considerable evidence that its
current facilities inadequately serve its needs,” and that the “delay, uncertainty and expense” in
looking for a different property may create a substantial burden on the church’s religious
The court relied on facts including that the church had to hold
multiple services, turn away worshipers, and curtail a number of important activities at its current
location, and that it had a reasonable expectation that it could develop its new property.
Similarly, the Department of Justice filed suit in a California Federal district court alleging that a
city’s denial of zoning approval for a mosque to take down the aging and inadequate structures in
which it had been worshipping and construct a new facility imposed a substantial burden on the
congregation.\footnote{United States v. Lomita, No. 2:13-CV-00707 (E.D. Cal. filed March 3, 2013).}
The mosque, which was grandfathered for its current use, consisted of a group of
repurposed buildings for its various activities and a large tent for overflow from the prayer hall.
However, the city prohibited the mosque from replacing the buildings and tent with a single
building. The case was resolved by a consent decree in Federal court.

If imposition of a zoning or landmarking law creates a substantial burden on religious
exercise, such imposition is invalid unless it is supported by a compelling governmental interest
pursued through the least restrictive means. RLUIPA does not define “compelling interest,” but
the U.S. Supreme Court has previously explained that compelling interests are “interests of the highest order.”

3. **RLUIPA protects equal access for religious institutions and assemblies.**

   Section 2(b)(1) of RLUIPA – known as the “equal terms” provision – mandates that religious assemblies and institutions be treated at least as well as nonreligious assemblies and institutions. For example, a Federal appeals court ruled that zoning restrictions that a city applied to places of worship but not to lodges, union halls, nightclubs, and other assemblies, violated the equal terms provision. This included a requirement that places of worship, but not other assembly uses, obtain the permission of 60% of neighbors in a 1,300-foot radius. The Department of Justice filed a friend-of-the-court brief arguing that the distinction violated RLUIPA. Similarly, the Department brought suit under RLUIPA’s equal terms provision against a town in Illinois that permitted clubs, lodges, meeting halls, and theaters in its business districts, but excluded places of worship. The case was prompted after the town served notice of violation on four small churches operating in locations where these nonreligious assembly uses were permitted. The case was resolved by consent decree.

4. **RLUIPA protects against religious discrimination in land use.**

   Section 2(b)(2) of RLUIPA bars discrimination “against any assembly or institution on the basis of religion or religious denomination.” Thus if an applicant is treated differently in a zoning or landmarking process because of the religion represented (e.g., Christian, Jewish, Muslim), or because of the particular denomination or sect to which the applicant belongs (e.g., Catholic, Orthodox Jewish, or Shia Muslim), then RLUIPA will be violated. The Department of Justice filed suit alleging that a mosque in Georgia was discriminated against in violation of Section 2(b)(2), based on statements by city officials indicating bias, evidence that the city sought to appease citizens who had expressed bias, and evidence that the city had previously approved numerous similarly sized and located places of worship of other faiths. The case was resolved by consent decree. Similarly, the Department filed suit in order to challenge a zoning change enacted by a New York municipality that prevented the construction of a Hasidic Jewish boarding school. The case was resolved by consent decree.

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9 *Opulent Life Church v. City of Holly Springs*, 697 F.3d 279 (5th Cir. 2012).

10 *United States v. Waukegan*, No. 08-C-1013 (N.D. Ill. filed February 19, 2008).


5. RLUIPA protects against the total or unreasonable exclusion of religious assemblies from a jurisdiction.

Under section 2(b)(3) of RLUIPA, a zoning code may not completely, or unreasonably, limit religious assemblies in a jurisdiction. Thus, if there is no place where houses of worship are permitted to locate, or the zoning regulations looked at as a whole deprive religious institutions of reasonable opportunities to build or locate in the jurisdiction, this provision will be violated. For example, a Federal district court in Florida granted summary judgment to a synagogue on its unreasonable limitations claim, holding that RLUIPA was violated where “there was limited availability of property for the location of religious assemblies, religious assemblies were subject to inflated costs in order to locate in the City, and religious assemblies were subject to more stringent requirements than other similar uses.”\textsuperscript{13}

\* \* \* \*

The Department of Justice is committed to carrying out Congress’s mandate and ensuring that religious assemblies and institutions do not suffer from discriminatory or unduly burdensome land use regulations. We look forward to working collaboratively with you and all other stakeholders on these important issues. Should you have questions about the contents of this letter, or other issues related to RLUIPA, I encourage you to contact Eric Treene, Special Counsel for Religious Discrimination, at 202.514.2228 or Eric.Treene@USDOJ.gov.

Sincerely,

\[signature\]

Vahita Gupta  
Principal Deputy Assistant Attorney General  
Civil Rights Division

\textsuperscript{13} Chabad of Nova, Inc. v. City of Cooper City, 575 F. Supp. 2d 1280, 1290 (S.D. Fla. 2008).
DISCUSSION OF
FUTURE AGENDA ITEMS:

6:00 p.m., Tuesday, February 27, 2018 – Special Meeting
Joint Study Session with Chamber of Commerce and Economic
Development Council

7:00 p.m., Tuesday, February 27, 2018 – Regular Meeting

(Draft Agendas Attached)
CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL JOINT STUDY SESSION WITH COVINGTON ECONOMIC DEVELOPMENT COUNCIL AND CHAMBER OF COMMERCE BOARD
Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov
Tuesday, February 27, 2018 – 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 JOINT STUDY SESSION TO ORDER

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION
1. City Mascot

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.
CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Youth Art Month Proclamation – March (Ed White)
- Lakepointe 2017 Annual Report – Colin Lund

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: February 13, 2018 Special & Regular Meetings (Scott)
C-2. Vouchers (Hendrickson)

REPORTS OF COMMISSIONS

- Youth Council Member: January 23 special meeting and February 20 regular meeting
- Human Services Chair Leslie Hamada: February 8 meeting
- Arts Chair Ed White: February 8 meeting
- Parks & Recreation Chair Laura Morrissey: February 21 meeting
- Planning Chair Chele Dimmett: February 14 meeting; February 1 meeting canceled
- Economic Development Council Co-Chair Josh Lyons: January 31 special meeting

NEW BUSINESS
1. Presentation of Proposed Jenkins Creek Park Master Plan (Newton)
2. Approve Contract to Complete Aquatic Center Condition Assessment (Newton)
3. Adopt Resolution Amending Council Policies and Procedures (Hardy)
4. Approve City Manager Merit Goals for 2018 (Bolli)

FUTURE AGENDA ITEMS
COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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