



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

Tuesday, June 30, 2015
7:00 p.m.

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

Note: A quorum of the Council will be present for dinner with the Japanese delegation at 5:30 p.m.

CALL CITY COUNCIL SPECIAL MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

1. Resolution Establishing Sister City Program (Council)
2. Letter of Intent Ceremony to Adopt Tatsuno, Japan as City of Covington's Sister City (Council)

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

APPROVE CONSENT AGENDA

- C-1. Minutes: May 27, 2015 Tri Cities Special Meeting; June 9, 2015 Special Meeting—Joint Study Session with Parks & Recreation Commission; and June 9, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Ordinance Adopting Astound Broadband Franchise (Lyons)
- C-4. Accept Grant from Flood Control District (Vondran)
- C-5. Approve Maintenance Facility Lease Renewal (Bates)

NEW BUSINESS

3. Discuss Selection of Citizen and Honorary Citizen of the Year (Slate)
4. Proclamation Recognizing Outgoing Police Chief Kevin Klason (Council)

RECEPTION FOR POLICE CHIEF KEVIN KLASON

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

ADJOURN

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

Agenda Item 1
Covington City Council Meeting
Date: June 30, 2015

SUBJECT: CONSIDER A RESOLUTION ESTABLISHING A SISTER CITY PROGRAM AND CRITERIA FOR THE FORMATION OF CITIZEN SISTER CITY ASSOCIATIONS.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Proposed Resolution Establishing a Sister City Program and Criteria for the Formation of Citizen Sister City Associations

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

The attached proposed resolution is presented for the city council's consideration and adoption to establish a formal sister city program and criteria for approving the related citizen sister city associations.

FISCAL IMPACT:

NA

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

Council member _____ moves, Council member _____ seconds, to adopt the resolution, in substantial form as that attached hereto, to establish a sister city program and criteria for the formation of citizen sister city associations.

REVIEWED BY: City Attorney

RESOLUTION NO. 15-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ESTABLISHING A SISTER CITY AFFILIATIONS POLICY AND CRITERIA FOR THE FORMATION OF CITIZEN SISTER CITY COMMITTEES.

WHEREAS, the citizens of Covington wish to encourage educational, cultural, artistic, athletic, technical, and governmental exchanges to acquaint themselves with the cultural and political diversity of the world and to enhance international communication and understanding; and

WHEREAS, it is desirable to provide the citizens of Covington with an opportunity to act as a part of the global community and benefit from the exchange of relations; and

WHEREAS, it is desirable to encourage international trade and tourism and economic development between Covington and our sister cities; and

WHEREAS, Covington's sister cities should be carefully selected to assure the special relationships will be useful, educational, and of maximum benefit; and

WHEREAS, sister city relationships should be based upon common interests and characteristics important to both Covington and affiliated sister cities; and

WHEREAS, the resources of city government are limited in being able to financially support such affiliations.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, hereby resolves as follows:

Section 1. Covington Sister City Program Creation; Objectives. Covington hereby establishes the Covington Sister City Program, which will seek to develop sister city relationships that serve one or more of the following objectives:

- A. To provide awareness of, and sensitivity to, cultural diversity;

- B. To provide opportunities for our citizens to interact and exchange social, technical, and educational ideas within the global community;
- C. To share expertise in solving municipal problems; and
- D. To develop business and economic ties in Covington, exchange business practices, and encourage tourism.

Section 2. Sister City Selection Guidelines and Procedures.

- A. Proponents advocating a new sister city affiliation shall present documentation to the city manager indicating why a prospective sister city is being proposed, how the prospective sister city meets the guidelines included below, and how Covington citizens will benefit from the opportunity to participate in exchanges to broaden their understanding of the world's cultural, political, and social diversity.
- B. To ensure that sister city affiliations reflect the community's interests and meets the above objectives of the Covington Sister City Program, the qualifications and compatibility of potential affiliations should consider the following:
 - 1. Sustainable community presence showing support and forming an association pursuant to the guidelines below, willing to work closely with the City of Covington;
 - 2. The city being considered shall have congruence in its own charter to the mission and vision statement of the City of Covington;
 - 3. Similarity in size, demographic characteristics, historical development, or proximity to a major urban center; and
 - 4. A strong system of education or demonstrated commitment to serving the educational needs of its citizens.
- C. The city manager will advise the Covington City Council whether the specified criteria for affiliation have been met and will forward a recommendation to the Covington City Council for final action.
- D. Upon acceptance of the prospective sister city by the Covington City Council, the elected bodies of both the City of Covington and the proposed sister city affiliation shall adopt a resolution formalizing the sister city relationship.
- E. After adoption of the resolution by the Covington City Council formally recognizing the sister city relationship, proponents of the newly established sister city will form an independent Covington Sister City Association as prescribed in Section 3 of this Resolution.

Section 3. Establishment of Sister City Associations. To assure that new sister city affiliations are generally reflective of the community and are managed effectively by the City of Covington in partnership with citizen communities with resources adequate to the task, the Covington City Council will seek to approve independent Covington Sister City Associations pursuant to the following:

- A.** An Association shall have a formal incorporated structure in accordance with Washington State Law governing non-profit incorporation and 501(c)3 non-profit organization status with the Internal Revenue Service.
- B.** The formal name of a Covington Sister City Association shall be “Covington- (full city name) Sister City Association”.
- C.** An Association shall present a work plan and budget to the Covington City Council for the twelve-month period following the request for formal affiliation showing how their activities will further the objectives of the Covington Sister City Program.
- D.** The City of Covington recognizes an active sister city association is essential to the vitality and success of the Covington Sister City Program. The City expects each Covington Sister City Association, established under this Resolution, to support friendship and sister city relationships by:
 - 1.** Establishing and maintaining positive relationships with its counterpart association.
 - 2.** Developing the resources needed to support the work program and continued relationships.
 - 3.** Linking organizations, people, businesses, and institutions in Covington with the sister city.
 - 4.** Conducting fund-raising and providing in-kind support to sustain the Association.
 - 5.** Informing, educating, and engaging the community in opportunities to learn and participate in the sister city relationships.
 - 6.** Planning, organizing, and implementing bi-lateral exchanges and formal visits.
 - 7.** Communicating with the City about opportunities for involvement.
- E.** A Covington Sister City Association shall annually report to the Covington City Council on the status of their sister city relationship including a review of accomplishments and

successes of the program, events and activities, bi-lateral exchanges that occurred in the past twelve months, and a summary of expenditures since the last report. The Covington City Council may provide input on additional plans and activities.

- F.** Notwithstanding the above criteria, the approval of a Covington Sister City Association may be approved or limited as the Covington City Council may deem appropriate.
- G.** If the Covington City Council chooses to terminate the formal sister city relationship, the City of Covington and Covington Sister City Association will notify the sister city of the dissolution. Upon final action of the Covington City Council to terminate the formal sister city relationship, the Board of Directors of the Covington Sister City Association shall take the necessary actions to dissolve the Association in accordance with adopted by-laws and the requirements of the State of Washington.

Section 4. City Funding for Sister City Affiliations.

- A.** City funding of Covington Sister City Association activities and programs shall be limited to administrative support and services, including:
 - 1.** Providing staff support necessary to establish and maintain communication with its sister cities.
 - 2.** Professional services such as printing, mailing services, and graphic design.
 - 3.** Accountancy services such as accountant consultation and other reasonable professional services needed for the creation and maintenance of a non-profit sister city committee.
 - 4.** Transportation services when the City of Covington is hosting public official visiting from a formally recognized sister city.
- B.** The amount of funding for the administrative support and services noted above will be determined by the City Council through the annual budget process.
- C.** All financial support beyond administrative support will be the responsibility of the individual Covington Sister City Associations and sponsors of the Associations and/or individual sister city affiliations. Any funding for private purposes is prohibited.
- D.** Non-perishable official gifts received by the City or by an Association on behalf of the City, received in the course of sister city activities, will be the sole property of the City of Covington. The City will maintain an inventory of such gifts and will attempt to display them in appropriate public settings.

ADOPTED by the City Council of the City of Covington, Washington, in open and regular session this 30th day of June, 2015.

MARGARET HARTO, MAYOR

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

SUBJECT: SISTER CITY LETTER OF INTENT WITH TATSUNO, JAPAN

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Letter of Intent
2. Sister City Agreement

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:

For several months we have been coordinating the creation of a sister city relationship with the City of Tatsuno, Japan. The letter of intent and subsequent agreement are different from the sister city resolution as the resolution grants the authority to create sister city relationships generally and the letter of intent indicates a desire to create a sister city relationship with a specific city; Tatsuno, Japan. By signing the letter the city is expressing their intent to enter into a sister city relationship with Tatsuno that should be finalized on October 4, 2015 when the agreement is signed by both cities' mayors in Tatsuno, Japan.

ALTERNATIVES:

Chose to not enter into the agreement

FISCAL IMPACT:

None

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion X Other

REVIEWED BY: City Manager, City Attorney



Letter of Intent

The City of Covington in the State of Washington, U.S.A. and Tatsuno City in Hyogo Prefecture, Japan (“The Parties”) hereby confirm their will to conduct exchange activities to promote mutual understanding as described below, on the assumption that they shall enter into a sister city agreement.

1. The Parties shall conduct information sharing, personnel exchange, and other activities towards the goal of entering into a sister city agreement.
2. The Parties shall strive to enter into the sister city agreement on the ___ day of _____, 2015.
3. The sister city agreement shall be as attached.

Signed in the City of Covington

On the 30th day of June, 2015

Margaret Harto
Mayor of the City of Covington
The State of Washington, U.S.A.

Hajime Kurihara
Mayor of Tatsuno City
Hyogo Prefecture, Japan



Sister City Agreement
between
The City of Covington in the State of Washington, U.S.A.
and
Tatsuno City in Hyogo Prefecture, Japan

The City of Covington in the State of Washington, U.S.A. and Tatsuno City in Hyogo Prefecture, Japan hereby recognize each other as sister cities. The purpose of this agreement is to deepen friendship and mutual understanding between the two cities, and to create better local communities through reciprocal exchange.

The City of Covington, Tatsuno City, and their respective citizens shall strive to promote exchange in a wide variety of fields including culture, education, arts, and the economy while taking advantage of the characteristics of each city, and foster the global perspectives and emotional richness of children, who will play a central role in our future societies, in order to contribute to their future growth.

The agreement is created in English and Japanese languages, both texts being equally authentic, and effective upon the date of signing.

Signed in _____

On the ____ day of _____, 2015

Margaret Harto
Mayor of the City of Covington
The State of Washington, U.S.A.

Hajime Kurihara
Mayor of Tatsuno City
Hyogo Prefecture, Japan

Consent Agenda Item C-1

Covington City Council Meeting

Date: June 30, 2015

SUBJECT: APPROVAL OF MINUTES: MAY 27, 2015 SPECIAL JOINT MEETING WITH BLACK DIAMOND, COVINGTON, AND MAPLE VALLEY MINUTES; JUNE 9, 2015 SPECIAL JOINT STUDY SESSION WITH PARKS & RECREATION COMMISSION MINUTES; AND JUNE 9, 2015 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the May 27, 2015 Special Joint Meeting with Black Diamond, Covington, and Maple Valley Minutes; June 9, 2015 Special Joint Study Session with Parks & Recreation Commission Minutes; and June 9, 2015 City Council Regular Meeting Minutes.

**City of Black Diamond/City of Covington/City of Maple Valley
City Council Special Joint Meeting Minutes
Wednesday, May 27, 2015**

(This meeting was recorded and will be retained for a period of six years from the date of the meeting).

The Joint Meeting of the City Councils for the cities of Black Diamond, Covington and Maple Valley was called to order at Covington City Hall Council Chambers, 16720 SE 271st Street, Covington, Washington, Wednesday, May 27, 2015, at 7:00 p.m., with Covington Mayor Margaret Harto presiding.

BLACK DIAMOND COUNCILMEMBERS PRESENT:

Mayor Carol Benson, Mayor Pro Tem Tamie Deady, Craig Goodwin, Janie Edelman, Erika Morgan, and Ron Taylor.

BLACK DIAMOND STAFF PRESENT:

Seth Boettcher, Public Works Director; and Brenda Martinez, City Clerk/HR Manager

COVINGTON COUNCILMEMBERS PRESENT:

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

COVINGTON COUNCILMEMBERS ABSENT:

Mayor Pro Tem Jeff Wagner.

COVINGTON STAFF PRESENT:

Regan Bolli, City Manager; Scott Thomas, Parks & Recreation Director; Don Vondran, Public Works Director; Victoria Throm, Personnel & Human Services Analyst; Richard Hart, Community Development Director; Pat Patterson, Recreation Manager; Noreen Beaufre, Personnel Manager; Robert Meyers, Building Official; Rachel Bahl, Aquatics Supervisor; and Sharon Scott, City Clerk/Executive Assistant.

MAPLE VALLEY COUNCILMEMBERS PRESENT:

Mayor Bill Allison, Deputy Mayor Sean Kelly, Layne Barnes, Noel Gerken, Linda Johnson, Dana Parnello, and Erin Weaver.

MAPLE VALLEY STAFF PRESENT:

David Johnston, City Manager; Greg Brown, Parks & Recreation Director; Dorothy Stickney, Executive Assistant; Steve Clark, Public Works & Community Development Director; and Shaunna Lee Rice, City Clerk.

CALL MEETING TO ORDER:

Mayor Harto called the 8th annual joint meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE/INTRODUCTIONS:

The Pledge of Allegiance was led by First Class Scout Alex Keifer from Troop 711 and First Class Scout Marcus Cuccia from Troop 945.

INTRODUCTIONS:

Mayor Harto introduced new Covington City Manager Regan Bolli. The councils and staff of the three cities then each introduced themselves.

APPROVAL OF AGENDA:

Mayor Harto called for approval of the agenda.

There was a motion and a second to approve the agenda. Motion **passed** with all voting in favor.

OPENING REMARKS – MAYOR HARTO:

Mayor Harto welcomed all attendees and introduced King County Councilmember Reagan Dunn.

ITEMS FOR JOINT COUNCIL DISCUSSION:

1. King County Council Update from Councilmember Reagan Dunn.

King County Councilmember Reagan Dunn provided an update.

2. Update on Current and Future Projects.

Covington City Manager Regan Bolli, Maple Valley City Manager David Johnston, and Black Diamond Public Works Director Seth Boettcher and Mayor Carol Benson gave the report on this item.

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

3. Parks and Trails Presentation.

Maple Valley Parks & Recreation Director Greg Brown, Covington Parks & Recreation Director Scott Thomas, and Black Diamond Public Works Director Seth Boettcher gave the report on this item.

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

4. Update on Both Interlocal Agreements.

Covington Public Works Director Don Vondran and Covington Community Development Director Richard Hart gave the report on this item.

Councilmembers provided comments.

Mayor Harto recessed the meeting for a five minute break and then re-adjourned.

5. Human Services Report.

Cheryl Hanson, Director of the Black Diamond Community Center; Mark Pursley, Director of the Greater Maple Valley Community Center; and Victoria Throm, Covington Personnel & Human Services Analyst, gave the report on this item.

Councilmembers provided comments and asked questions; and Ms. Hanson, Mr. Pursley, Ms. Throm, and Mayor Harto provided responses.

All three councils concurred that it would be beneficial for the three cities to explore opportunities for collaboration.

6. Decision to Dissolve Southeast Area Transportation Solutions (SEATS).

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

Councilmembers provided comments and discussed.

All three councils concurred to dissolve SEATS.

COUNCIL CLOSING REMARKS:

Mayor Harto invited all councilmembers to proceed around the room to provide remarks regarding the meeting.

Mayor Harto closed by thanking everyone for their attendance.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:50 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

City of Covington
City Council Special Joint Study Session with Parks & Recreation Commission
Tuesday, June 9, 2015

(This meeting was recorded and will be retained for a period of six years from the date of the meeting).

The Special Joint Study Session with the Parks & Recreation Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, June 9, 2015, at 6:05 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT:

Sean Smith.

PARKS & RECREATION COMMISSIONERS PRESENT:

Conni Elliott, Troy McIntyre, Laura Morrissey, Zbigniew Tomalik, and Steven Pand.

PARKS & RECREATION COMMISSIONERS ABSENT:

Bryan Higgins and Lisa Knapton.

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Scott Thomas, Parks & Recreation Director; Pat Patterson, Recreation Manager; Salina Lyons, Principal Planner; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the joint study session to order.

APPROVAL OF AGENDA:

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

ITEMS FOR DISCUSSION:

a. Funding for Maintenance and Operations.

Chair Laura Morrissey provided opening remarks on this item and turned the report over to Steve Pand who offered his input on this item.

The Council advised the Parks & Recreation Commission that a better approach would be for the commission to provide input on the topic for Council consideration.

Councilmembers provided comments and asked questions. City Manager Regan Bolli, Public Works Director Don Vondran, Parks & Recreation Director Scott Thomas, and Park Volunteer George Pearson provided responses.

b. City Council Vision for Town Center Plaza.

Chair Laura Morrissey provided the opening remarks on this item and requested Council input on its vision for town center in order for the commission to gather ideas.

The Council advised the Parks & Recreation Commission that a better approach would be for the commission to provide input on the topic for Council consideration.

Councilmembers provided comments and feedback on this item regarding possible features and amenities.

Mayor Harto and Mayor Pro Tem Wagner requested input on the Parks & Recreation Commission's vision for the town center, and commissioners provided responses.

c. City Council Vision for Recreation Programming.

Chair Laura Morrissey provided the opening remarks on this item and requested Council input on its vision for growth of recreation programming.

The Council advised the Parks & Recreation Commission that a better approach would be for the commission to provide input on the topic for Council consideration.

Councilmembers and commissioners discussed this item.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

George Pearson, Covington resident, noted that budget and staffing would need to be considered in going forward with the maintenance and operations discussion.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:00 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, June 9, 2015**

(This meeting was recorded and will be retained for a period of six years from the date of the meeting).

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, June 9, 2015, at 7:15 p.m., with Mayor Margaret Harto presiding.

COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufriere, Personnel Manager; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Salina Lyons, Principal Planner; Karla Slate, Communications & Marketing Manager; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; Bob Lindskov, City Engineer; Pat Patterson, Recreation Manager; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: There was a motion to amend the agenda to include a proclamation that did not pass.

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

PUBLIC COMMUNICATION:

- Diane Carlson, Director of Regional Initiatives, Office of King County Executive, gave a presentation entitled, *Best Starts for Kids Program*.

Councilmembers provided comments and asked questions, and Ms. Carlson provided responses.

PUBLIC COMMENT:

Mayor Harto called for public comments.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: May 26, 2015 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #32592-32651, including ACH payments and electronic funds transfers, in the Amount of \$439,718.71, Dated May 29, 2015; and Paylocity Payroll Checks #1003801903-1003801914 inclusive, plus employee direct deposits, in the Amount of \$171,424.05, Dated June 5, 2015.

RESOLUTION NO. 15-04

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COVINGTON, KING COUNTY,
WASHINGTON, ADOPTING THE 2016-2021 SIX-
YEAR TRANSPORTATION IMPROVEMENT
PROGRAM

C-3. Adopt Resolution for 2016-2021 Transportation Improvement Program.

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

NEW BUSINESS:

1. Consider Appointments to Arts Commission.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to appoint Ed White to fill Position No. 5 on the Arts Commission with a term expiring May 31, 2018. Vote: 7-0. Motion carried.

Council Action: Councilmember Lanza moved and Mayor Pro Tem Wagner seconded to appoint Gini Cook to fill Position No. 6 on the Arts Commission with a term expiring May 31, 2018. Vote: 7-0. Motion carried.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Lanza seconded to appoint Lesli Cohan to fill Position No. 7 on the Arts Commission with a term expiring May 31, 2018. Vote: 7-0. Motion carried.

2. Discuss and Approve Arts Funding Program.

Recreation Manager Pat Patterson and Arts Commission Chair Ed White gave the staff report on this item.

Councilmembers provided comments and asked questions, and Mr. Patterson and Mr. White provided responses.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Mhoon seconded to approve the Public Arts Fundraising Plan and the Art Project Priority list as provided in the agenda packet and as recommended by the Arts Commission. Vote: 7-0. Motion carried.

3. Approve Jenkins Creek Park Pedestrian Project Construction Contract.

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

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to award the bid of the Jenkins Creek Park Pedestrian and ADA Improvement Project to WHH Nisqually Federal Services, LLC in the amount of \$602,006.89. Vote: 7-0. Motion carried.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to authorize the city manager to execute a task order with the city's on-call consultant Gray & Osborne for construction management not to exceed \$32,730. Vote: 7-0. Motion carried.

4. Discuss and Approve Covington Community Park Maintenance Recommendation.

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

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

Council Action: Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to reject all bids received for Covington Community Park maintenance and authorize city staff to prepare all necessary 2015 budget amendments to account for all required equipment and hiring costs associated with performing all Covington Community Park maintenance with city staff and resources. Vote: 7-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Mayor Harto advised that staff had requested the removal of a youth member from the Human Services Commission due to attendance issues.

Council Action: There was Council consensus for staff to prepare a letter for the Mayor's signature to that commissioner informing them of their termination from the commission.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Mary Pritchard, 26103 197th Avenue SE, Covington, advised Council that the trucks leaving the Cedar Springs Apartments construction did not have their loads covered which she thought was a requirement. Mrs. Pritchard also informed Council about issues with the flaggers for this project creating long traffic backups on Kent Kangley.

Mrs. Pritchard complimented Mr. Patterson and Mr. White on the staff report for the Arts Funding Program and questioned her memory that years ago a certain amount of development money was earmarked for public art. Mrs. Pritchard also inquired as to whether a biennial budget would be coming forward again.

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

EXECUTIVE SESSION:

Potential litigation pursuant to (RCW 42.30.110(1)(i)) from 9:10 to 9:30 p.m.

Mayor Harto announced the City Council would move into Executive Session for 20 minutes after which no further action was anticipated.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:30 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: June 30, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #32652-32694, including ACH payments and electronic funds transfers, in the amount of \$164,003.56, dated June 12, 2015; and Paylocity Payroll Checks #1003861162-1003861178 inclusive, plus employee direct deposits, in the amount of \$177,760.23, Dated June 19, 2015.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers #32652-32694, including ACH payments and electronic funds transfers, in the amount of \$164,003.56, dated June 12, 2015; and Paylocity Payroll Checks #1003861162-1003861178 inclusive, plus employee direct deposits, in the amount of \$177,760.23, Dated June 19, 2015.

June 12, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #32652 through Check #32694, including ACH payments and electronic funds transfers

In the Amount of \$164,003.56

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

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 6/11/2015 12:58 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
31	1917	US Bank National Association	06/01/2015	
	1917-06-2015	Credit card fees for May transactions		412.92
	1917-06-2015	Credit card fees for May transactions		37.90
	1917-06-2015	Credit card fees for May transactions		25.33
Total for Check Number 31:				476.15
Total for 6/1/2015:				476.15
ACH	1271	Rob Hendrickson	06/12/2015	
	1271-6	Hendrickson; GFOA conference, per diem/transp		205.90
Total for this ACH Check for Vendor 1271:				205.90
ACH	1622	Law Offices of Thomas R Hargan, PLLC	06/12/2015	
	15-CV05	Prosecution services through 5/31/15		4,533.61
Total for this ACH Check for Vendor 1622:				4,533.61
ACH	1736	Salina Lyons	06/12/2015	
	1736-6	Lyons; Communication seminar, parking		16.00
	1736-6	Lyons; Communication seminar, per diem		8.52
	1736-6	Lyons; Communication seminar, per diem		34.08
	1736-6	Lyons; Communication seminar, parking		4.00
Total for this ACH Check for Vendor 1736:				62.60
ACH	2105	Rachel Bahl	06/12/2015	
	2105-6	Bahl; mileage reimbursement, April		103.29
Total for this ACH Check for Vendor 2105:				103.29
ACH	2250	SBS Legal Services	06/12/2015	
	C055	TBD, legal services; May		135.00
	C055	Legal services; May		8,520.00
Total for this ACH Check for Vendor 2250:				8,655.00
ACH	2262	Voyager Fleet Systems Inc.	06/12/2015	
	869285460522	Vehicle fuel		944.68
Total for this ACH Check for Vendor 2262:				944.68
ACH	2555	NuCO2 LLC	06/12/2015	
	45495322	Aquatics; CO2 for pH control		198.76
Total for this ACH Check for Vendor 2555:				198.76
ACH	2813	Rachael Leung	06/12/2015	
	2813-6	Leung; mileage reimbursement, April		5.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2813-6	Leung; mileage reimbursement, April		5.65
		Total for this ACH Check for Vendor 2813:		11.31
ACH	2821 2821-6	Dominic Finazzo Finazzo; mileage reimbursement, April	06/12/2015	34.50
		Total for this ACH Check for Vendor 2821:		34.50
32652	2491 208787	A WorkSAFE Services, Inc. Employment drug test	06/12/2015	52.00
		Total for Check Number 32652:		52.00
32653	2502 A40	AALL Self Storage Storage unit #A40; 6/3/15-12/31/15	06/12/2015	731.07
		Total for Check Number 32653:		731.07
32654	1829 11067585	The Active Network, Inc. Aquatics; credit card terminal	06/12/2015	316.57
		Total for Check Number 32654:		316.57
32655	0206 501494	AFLAC Insurance premiums; June	06/12/2015	610.43
		Total for Check Number 32655:		610.43
32656	0955 10372566	American Red Cross 2015 Learn to Swim facility fee	06/12/2015	975.00
		Total for Check Number 32656:		975.00
32657	2033 8484 8710 8711	Aquatic Specialty Services Aquatics; clean/calibration service, April Aquatics; clean/calibration service, May Aquatics; pool chemicals	06/12/2015	179.20 179.20 1,132.66
		Total for Check Number 32657:		1,491.06
32658	2223 A11676	ARC Imaging Resources Plotter/scanner; usage, 4/9-5/9/15	06/12/2015	11.84
		Total for Check Number 32658:		11.84
32659	0499 0332-6 0405-6 0405-6 0405-6 0405-6 0405-6 0405-6 0405-6 0405-6 0405-6 0405-6 0405-6 0405-6 0405-6 2675-6 2923-6 3331-6 3331-6 3331-6	Bank of America 26 - carwash packages Bahl, PNW Aquatic conference; hotel Aquatics; storage totes Aquatics; bubble machine for parades/events Aquatics; washing machine Bahl; WRPA conference, parking Aquatics; bubble machine, use tax Finazzo, PNW Aquatic conference; hotel Kiselyov, PNW Aquatic conference; hotel Aquatics; washing machine, use tax Hagen; Springbrook conference, hotel #3425; fuel Hart; chamber luncheon meeting, May Hart; chamber luncheon meeting, May Bolli; MRSC training forum, registration	06/12/2015	232.62 152.89 29.29 108.59 920.93 20.00 -8.60 152.89 152.89 -72.93 616.83 22.00 4.50 10.50 35.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3331-6	Bates; planner refill		23.05
	3331-6	Bates; planner refill		23.05
	3331-6	Harto; AWC annual conference, registration		375.00
	3433-6	Bolli; MRSC training forum, parking		15.00
	3639-6	Baseball bases		65.14
	3639-6	Council chamber audio system microphones		1,185.92
	3639-6	First Aid backpack		42.20
	3639-6	First Aid backpack, use tax		-3.34
	6093-6	Standard plans/spec updates		121.72
	6686-6	Baseball chalk		99.69
	6686-6	Audio equipment, input transmitter/receiver		271.49
	6686-6	Audio equipment, input transmitter/receiver, use		-21.50
	6686-6	Soccer goal for Covington Days/KidsFest		33.24
	6686-6	Aquatics merit award; Jared Wold		25.00
	6686-6	Baseball chalk, use tax		-7.89
	6686-6	Council chamber audio equipment, cable		20.35
	6686-6	Aquatics merit award; Alexander Roth		25.00
	6686-6	Council chamber audio equipment, cable, use tax		-1.61
	6686-6	Aquatics; cleaning gun		120.49
	7314-6	Hendrickson; GFOA conference, airfare		777.70
	7314-6	SurfacePro3 cover/adaptor		184.96
	8754-6	WFEA; award submittal fee		30.00
	8754-6	Professional stock photos; 30 day subscription		183.53
	8754-6	Professional stock photos; use tax		-14.53
	8754-6	Ciderfest; domain registration, 5/24/15-5/23/16		16.29
	8754-6	Ciderfest; domain registration, use tax		-1.29
			Total for Check Number 32659:	5,966.06
32660	2368	Best Parking Lot Cleaning Inc.	06/12/2015	
	138352	MV, street cleaning; May		2,389.20
	138630	Street cleaning; May		3,366.60
			Total for Check Number 32660:	5,755.80
32661	0026	C&B Awards	06/12/2015	
	1707	Additional baseball t-shirt/hat		16.24
	1708	Coach baseball hats		17.35
			Total for Check Number 32661:	33.59
32662	1997	Capital One Commercial	06/12/2015	
	001835	Tri-city meeting; refreshments		19.98
	29667914	Bolli; desk chair		336.65
			Total for Check Number 32662:	356.63
32663	2179	Conservation Technix, Inc.	06/12/2015	
	481	PROS Plan; 5/1-5/31/15		12,904.60
			Total for Check Number 32663:	12,904.60
32664	2487	Costco Wholesale Corporation	06/12/2015	
	2487-6	Traffic mitigation fee exemption; payment 14		84,225.59
			Total for Check Number 32664:	84,225.59
32665	1983	De Lage Landen Financial Svcs	06/12/2015	
	46057152	Aquatics copiers lease; 6/1-6/30/15		104.41
			Total for Check Number 32665:	104.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32666	2467	Department of Enterprise Services	06/12/2015	
	73135305	Hart; business cards		12.38
	73135305	Feser; business cards		41.26
	73135305	Hart; business cards		28.88
Total for Check Number 32666:				82.52
32667	2686	Angela Feser	06/12/2015	
	2686-6	Feser; CPTED training, mileage/per diem		280.41
Total for Check Number 32667:				280.41
32668	2958	Luisa Gamboa	06/12/2015	
	28892	Reissued Ck 28892; Aquatic Center account bala		11.00
Total for Check Number 32668:				11.00
32669	2078	Girard Resources & Recycling, LLC	06/12/2015	
	27359	Maint shop; crushed rock		66.35
	27359	Maint shop; crushed rock		132.71
	27359	Maint shop; crushed rock		132.71
	27500	Crushed rock		25.52
Total for Check Number 32669:				357.29
32670	2959	Good To Go!	06/12/2015	
	TB-158039343	Feser; MRSC leadership training, toll		5.40
Total for Check Number 32670:				5.40
32671	2045	Goodbye Graffiti Seattle	06/12/2015	
	22637	Everclean program, June		431.14
Total for Check Number 32671:				431.14
32672	2553	Gordon Thomas Honeywell Governmental	06/12/2015	
	May15 1123	Governmental Affairs services, May		2,000.00
Total for Check Number 32672:				2,000.00
32673	0302	Gray & Osborne	06/12/2015	
	14528.00-000012	CIP 1014; engineering, 4/26-5/22/15		2,178.00
	15447.00-000003	Clements Drainage Improvement, 4/26-5/22/15		6,206.14
Total for Check Number 32673:				8,384.14
32674	0867	Home Depot Credit Services	06/12/2015	
	0012584	Sheathing		16.81
	0012614	Maint shop; brass plugs, torch kit		30.96
	0012614	Maint shop; brass plugs, torch kit		15.47
	0012614	Maint shop; brass plugs, torch kit		30.96
	0094026	Return; sheathing		-16.81
	2014909	Garbage bags		8.66
	2074909	Maint shop; rivets		7.36
	2074909	Maint shop; rivets		7.36
	2074909	Maint shop; backpack sprayer, hose		49.93
	2074909	Maint shop; backpack sprayer, hose		49.93
	2074909	Maint shop; rivets		3.68
	2074909	Maint shop; backpack sprayer, hose		24.96
	3012160	#3424; triball bar		46.68
	4012041	Pavers		19.45
	5073817	Wesley; laptop vehicle power cord		21.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	7010582	Square tube, concrete tube, concrete, tape		30.77
	7664345	Aquatics; deck scrub brushes		78.56
	7972138	Concrete		4.11
Total for Check Number 32674:				430.53
32675	1701	Johnsons Home & Garden	06/12/2015	
	394493	#2396; parts		67.02
	394493	#2396; parts		67.02
	394493	#2396; parts		33.52
	394635	Maint shop; water		0.60
	394635	Maint shop; water		0.60
	394635	Maint shop; water		0.29
	395084	Maint shop; nuts/bolts		5.26
	395084	Maint shop; nuts/bolts		5.26
	395084	Maint shop; nuts/bolts		2.64
	395289	Maint shop; gas cans/nozzle		51.68
	395289	Maint shop; gas cans/nozzle		51.68
	395289	Maint shop; gas cans/nozzle		25.83
Total for Check Number 32675:				311.40
32676	0143	King County Finance	06/12/2015	
	3001216	Jail costs; April		146.65
Total for Check Number 32676:				146.65
32677	0204	King County Pet Licensing	06/12/2015	
	0204-6	Pet license remittance; May		705.00
Total for Check Number 32677:				705.00
32678	0400	Les Schwab	06/12/2015	
	38600234407	Tire repair		5.86
	38600234407	Tire repair		5.86
	38600234407	Tire repair		2.94
Total for Check Number 32678:				14.66
32679	1796	Robert Meyers	06/12/2015	
	1796-6	Meyers; Communication seminar, per diem		42.60
	1796-6	Meyers; Communication seminar, parking		20.00
Total for Check Number 32679:				62.60
32680	1487	NAPA Auto Parts	06/12/2015	
	753375	Maint shop; emery cloth roll		8.78
	753375	Maint shop; emery cloth roll		4.40
	753375	Maint shop; emery cloth roll		8.78
	753961	Maint shop; motor oil		20.60
	753961	Maint shop; motor oil		10.31
	753961	Maint shop; motor oil		20.60
	754193	#3307; fitting		4.52
	754195	CCP; pump fitting		5.00
	754751	Maint shop; electrical tape		3.87
	754751	Maint shop; electrical tape		7.73
	754751	Maint shop; electrical tape		7.73
Total for Check Number 32680:				102.32
32681	1766	Nelson Ogren	06/12/2015	
	1766-6	Ogren; Communicating seminar, parking/mileag		49.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	766533	Security monitoring, June		1,003.00
	766533	Maint shop; secure monitoring, June		40.80
	766533	Maint shop; secure monitoring, June		40.80
	766533	Maint shop; secure monitoring, June		20.40
Total for Check Number 32689:				1,105.00
32690	2103	US Bancorp Equip Finance Inc.	06/12/2015	
	279185532	Reception; copier lease, June		93.40
	279337125	Police; copier lease, June		93.40
Total for Check Number 32690:				186.80
32691	0357	Valley Communications	06/12/2015	
	15878	800 MHz access fee; May		75.00
Total for Check Number 32691:				75.00
32692	0046	Verizon Wireless	06/12/2015	
	9746007181	Cellular service/tablet data, 5/21-6/20/15		98.49
	9746007181	Cellular service/tablet data, 5/21-6/20/15		78.15
	9746007181	Cellular service/tablet data, 5/21-6/20/15		321.00
	9746007181	Cellular service/tablet data, 5/21-6/20/15		176.31
	9746007181	Cellular service, 5/21-6/20/15		30.03
	9746007181	Cellular service, 5/21-6/20/15		179.46
	9746007181	Cellular service, 5/21-6/20/15		48.79
	9746007181	Cellular service, 5/21-6/20/15		29.24
	9746007181	Cellular service, 5/21-6/20/15		58.48
Total for Check Number 32692:				1,019.95
32693	1441	Watson Security	06/12/2015	
	13610NYB	Reception/conference room door lock installatio		163.44
	17536RED	Reception/conference room door lock repair		225.35
Total for Check Number 32693:				388.79
32694	2652	Wells Fargo Financial Leasing	06/12/2015	
	5002192154	Plotter/scanner; personal property tax		87.95
	5002192154	Plotter/scanner; lease, 6/10-7/9/15		227.09
Total for Check Number 32694:				315.04
Total for 6/12/2015:				163,527.41
Report Total (53 checks):				164,003.56

June 19, 2015

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 06/19/15 consisting of:

PAYLOCITY CHECK # 1003861162 through PAYLOCITY CHECK # 1003861178 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$177,760.23

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

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

6/19/15 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
109900	Regular	6/19/2015	503	Bolli, Regan H	4,584.54
109901	Regular	6/19/2015	246	Kirshenbaum, Kathleen	647.00
109902	Regular	6/19/2015	243	Lyon, Valerie	1,485.70
109903	Regular	6/19/2015	234	Mhoon, Darren S	1,469.26
109904	Regular	6/19/2015	162	Michaud, Joan M	2,187.70
109905	Regular	6/19/2015	123	Scott, Sharon G	2,541.67
109906	Regular	6/19/2015	313	Slate, Karla J	2,508.30
109907	Regular	6/19/2015	275	Hart, Richard	3,476.32
109908	Regular	6/19/2015	368	Mueller, Ann M	1,276.84
109909	Regular	6/19/2015	180	Cles, Staci M	1,871.12
109910	Regular	6/19/2015	146	Hagen, Lindsay K	1,617.75
109911	Regular	6/19/2015	235	Hendrickson, Robert	3,813.07
109912	Regular	6/19/2015	105	Parker, Cassandra	2,610.88
109913	Regular	6/19/2015	454	Salazar-Delatorre, Viviana J	271.67
109914	Regular	6/19/2015	433	Cimaomo, Joseph T	390.53
109915	Regular	6/19/2015	323	Harto, Margaret	457.40
109916	Regular	6/19/2015	324	Lanza, Mark	382.57
109917	Regular	6/19/2015	326	Mhoon, Marilla	392.53
109918	Regular	6/19/2015	327	Scott, James A	412.71
109919	Regular	6/19/2015	502	Smith, Sean D	413.57
109920	Regular	6/19/2015	329	Wagner, Jeffrey	414.53
109921	Regular	6/19/2015	374	Allen, Joshua C	1,807.59
109922	Regular	6/19/2015	482	Cruz, Garrett M	784.69
109923	Regular	6/19/2015	353	Dalton, Jesse J	2,192.70
109924	Regular	6/19/2015	373	Fealy, William J	1,857.52
109925	Regular	6/19/2015	301	Gaudette, John J	2,226.72
109926	Regular	6/19/2015	511	Goranson, Gage W	989.95
109927	Regular	6/19/2015	186	Junkin, Ross D	2,858.07
109928	Regular	6/19/2015	457	Smith, Nathan H	1,099.04
109929	Regular	6/19/2015	268	Bykonen, Brian D	2,209.04
109930	Regular	6/19/2015	279	Christenson, Gregg R	2,785.08
109931	Regular	6/19/2015	270	Lyons, Salina K	2,320.99
109932	Regular	6/19/2015	269	Meyers, Robert L	3,432.63
109933	Regular	6/19/2015	284	Ogren, Nelson W	2,800.35
109934	Regular	6/19/2015	266	Thompson, Kelly	2,187.60
109935	Regular	6/19/2015	307	Morrissey, Mayson	2,967.96
109936	Regular	6/19/2015	199	Bahl, Rachel A	2,106.36
109937	Regular	6/19/2015	451	Conway, Sean	1,597.22
109938	Regular	6/19/2015	428	Feser, Angela M	2,280.80
109939	Regular	6/19/2015	448	Finazzo, Dominic V	1,558.77
109940	Regular	6/19/2015	305	Kiselyov, Tatyana	1,597.22
109941	Regular	6/19/2015	453	Leung, Rachael M	1,295.62
109942	Regular	6/19/2015	397	Martinsons, Jaquelyn	100.07
109943	Regular	6/19/2015	195	Patterson, Clifford	2,484.06

109944 Regular	6/19/2015	306 Thomas, Scott R	3,647.10
109945 Regular	6/19/2015	106 Bates, Shellie L	2,113.67
109946 Regular	6/19/2015	349 Buck, Shawn M	1,776.31
109947 Regular	6/19/2015	273 French, Fred	333.68
109948 Regular	6/19/2015	436 Lindskov, Robert T	3,033.51
109949 Regular	6/19/2015	257 Parrish, Benjamin A	2,020.67
109950 Regular	6/19/2015	173 Vondran, Donald M	3,722.54
109951 Regular	6/19/2015	252 Wesley, Daniel A	2,224.67
109952 Regular	6/19/2015	388 Andrews, Kaitlyn E	257.83
109953 Regular	6/19/2015	481 Binder, Jordan M	238.76
109954 Regular	6/19/2015	393 Blakely, Coleman P.	339.73
109955 Regular	6/19/2015	513 Bryant, Colin A	50.12
109956 Regular	6/19/2015	379 Carrillo, Anthony G	420.54
109957 Regular	6/19/2015	514 Collins, Ashtyn E	96.86
109958 Regular	6/19/2015	258 Cox, Melissa	724.96
109959 Regular	6/19/2015	385 Cranstoun, Alexander M	381.09
109960 Regular	6/19/2015	338 Felcyn, Adam	208.62
109961 Regular	6/19/2015	366 Foxworthy, Rebecca	503.23
109962 Regular	6/19/2015	505 Gormley, Hannah E	22.75
109963 Regular	6/19/2015	508 Halbert, Olivia M	56.85
109964 Regular	6/19/2015	409 Hanger, Austin R.	124.48
109965 Regular	6/19/2015	460 Hatch, Christopher	68.41
109966 Regular	6/19/2015	425 Knox, John Q	272.67
109967 Regular	6/19/2015	426 Knox, Patrick L	232.26
109968 Regular	6/19/2015	410 Lanz, Avalon A.	815.28
109969 Regular	6/19/2015	483 Medel, Erick	359.45
109970 Regular	6/19/2015	340 Middleton, Jordan	120.45
109971 Regular	6/19/2015	439 Newman, Ashley M	466.07
109972 Regular	6/19/2015	312 Perko, Roxanne H	469.84
109973 Regular	6/19/2015	445 Portin, Andrew	128.27
109974 Regular	6/19/2015	319 Praggastis, Alexander	362.48
109975 Regular	6/19/2015	387 Praggastis, Elena C	111.17
109976 Regular	6/19/2015	484 Roth, Alexander E	217.41
109977 Regular	6/19/2015	493 Sears, Andrew J	192.73
109978 Regular	6/19/2015	429 Sizemore, Christine A	773.53
109979 Regular	6/19/2015	507 Sparks, Luann	581.82
109980 Regular	6/19/2015	492 Spencer, Ethan R	221.75
109981 Regular	6/19/2015	506 Thompson, William Z	34.11
109982 Regular	6/19/2015	392 Wardrip, Spencer A	251.12
109983 Regular	6/19/2015	432 Wilton, Sara J	182.99
109984 Regular	6/19/2015	500 White, Preston A	71.13
109985 Regular	6/19/2015	116 Beaufrere, Noreen	2,841.79
109986 Regular	6/19/2015	137 Throm, Victoria J	1,945.46
1003861162 Regular	6/19/2015	364 Newell, Nancy J	149.61
1003861163 Regular	6/19/2015	510 Thibeault, James J	817.63
1003861164 Regular	6/19/2015	499 Goodman, Ryan A	247.42
1003861165 Regular	6/19/2015	509 Brannon, David J	73.92
1003861166 Regular	6/19/2015	517 Burke, Austin W	45.48
1003861167 Regular	6/19/2015	274 Goldfoos, Rhyan	16.42
1003861168 Regular	6/19/2015	430 Hanson, Sean C	280.25

1003861169	Regular	6/19/2015	399	Jensen, Emily A	267.65
1003861170	Regular	6/19/2015	316	Johansen, Andrea	604.47
1003861171	Regular	6/19/2015	516	Montero, Ivan P	93.12
1003861172	Regular	6/19/2015	400	Quintos, Edward Louie D	156.60
1003861173	Regular	6/19/2015	515	Rebro, Olivia E	35.37
1003861174	Regular	6/19/2015	415	Rinck, Tyler P	45.48
1003861175	Regular	6/19/2015	489	Wold, Jared K	240.10
1003861176	Regular	6/19/2015	480	Woods, Dylan J	253.00
1003861177	Regular	6/19/2015	395	Wunschel, Ethan G.	344.75
Totals for Payroll Checks 103 Items					115,455.14
Third Party Checks for Account Paylocity Account					
Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
109987	AGENCY	6/19/2015	401SS	ICMA Retirement Trust	18,222.56
109988	AGENCY	6/19/2015	457Ex	Vantagepoint Transfer Agent-	348.63
109989	AGENCY	6/19/2015	CICOV	City of Covington	2,802.53
109990	AGENCY	6/19/2015		Emp City of Covington Employee	107.00
109991	AGENCY	6/19/2015	IC401	ICMA Retirement Trust	15,459.42
109992	AGENCY	6/19/2015	IC457	ICMA Retirement Trust	2,101.83
109993	AGENCY	6/19/2015		ROTH ICMA Retirement Trust	150.00
109994	AGENCY	6/19/2015		VEBA HRA VEBA Trust	1,711.75
1003861178	AGENCY	6/19/2015	JG1	WASH CHILD SUPPORT	110.41
Totals for Third Party 9 Items					41,014.13
Tax Liabilities					20,788.47
Paylocity Fees					502.49
Grand Total					<u>\$177,760.23</u>

SUBJECT: CONSIDER AN ORDINANCE ADOPTING A NON-EXCLUSIVE FRANCHISE WITH ASTOUND BROADBAND, LLC D/B/A WAVE, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR TELECOMMUNICATION SYSTEMS IN CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON, FOR A TEN YEAR TERM.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Proposed Ordinance for a Non-Exclusive Franchise with Astound Broadband.

PREPARED BY: Salina Lyons, Principal Planner

EXPLANATION:

In September 2014 the city was approached by Astound Broadband, LLC (“Astound”) regarding their desire to construct fiber optic facilities to provide telecommunications, private line, and internet access services to major employers, schools, government buildings, and health care facilities within the region. Astound also intends to construct fiber optic facilities to connect to existing cell phone towers.

Astound is a Washington limited liability company and a wholly-owned subsidiary of WaveDivision Holdings, LLC, a Delaware limited liability company (“Wave”). Wave is headquartered in Kirkland and, through its operating subsidiaries, provides cable television, high-speed data, and VoIP telephone services to over 415,500 customers in Oregon, Washington, and California. Astound is registered as a Competitive Telecommunications Company with the Washington Utilities and Transportation Commission and holds Domestic and International Section 214 authorizations from the Federal Communications Commission.

City staff have been in negotiations with Astound for the past nine months regarding the terms of their telecommunications franchise agreement with the city. Generally, the attached proposed franchise (Attachment 1) is for a ten (10) year term, requires Astound to reimburse the city for administrative costs incurred in drafting the franchise (up to \$5,000), and requires Astound to obtain a right-of-aw permit and follow all local, state, and federal laws when constructing their facilities. The portion of Astound’s facilities proposed to run through Covington may include both overhead and underground construction, as allowed by the city’s street standards and approved by the city engineer.

Notably, staff also worked to ensure that Astound would be willing to negotiate with the city to trade for services, *e.g.* Astound could utilize existing city conduit in exchange for their extension/placement of new conduit for the city’s future use. City staff will be meeting with Astound’s fiber construction team to follow-up on the negotiation process for potential conduit/fiber swaps. The conduit/fiber negotiations will result in a separate agreement that will require city council approval.

FISCAL IMPACT:

As per the proposed franchise agreement, the City can recover up to \$5,000 in administrative fees associated with negotiating and drafting the proposed franchise. Additional revenue will be collected from fees associated with Right-of-Way Use Permits applied for by Astound for the construction of their proposed telecommunication facilities.

Finally, should Astound chose to offer telecommunication services to Covington residents, the city may impose its utility tax on said services. However, any revenues generated from a utility tax on Astound's services would most likely be minimal until their network is established and their customer base expands.

CITY COUNCIL ACTION: X Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to adopt an ordinance, in substantial form as that attached hereto, granting a non-exclusive telecommunications franchise to Astound Broadband, LLC, for a ten year term.

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

ATTACHMENT 1

ORDINANCE NO. 04-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON GRANTING A NON-EXCLUSIVE FRANCHISE TO ASTOUND BROADBAND, LLC D/B/A WAVE, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A TELECOMMUNICATIONS SYSTEM IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON, WASHINGTON, FOR A TEN YEAR TERM.

WHEREAS, Astound Broadband, LLC d/b/a Wave (“Astound”), is a telecommunications company that provides voice and data services to customers; and

WHEREAS, Astound’s desired route through the City of Covington (the “City”), requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a telecommunications system; and

WHEREAS, the city council has determined that the use of portions of the City’s rights-of-way for installation of telecommunications systems benefits local businesses and the region as a result of such services; and

WHEREAS, a franchise for use of public rights-of-way allows for the construction of amenities necessary to serve the future needs of the citizens of Covington, and the coordination, planning, and management of the City’s rights-of-way is necessary to ensure that the burden of costs relating to use of the public rights-of-way are fairly allocated; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way and RCW 35A.47.040 grants the City broad authority to grant nonexclusive franchise agreements; and

WHEREAS, the City determines to exercise its authority, consistent with state and federal law, to grant a nonexclusive franchise to Astound in accordance with the provisions of the Franchise;

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

Section 1. Nonexclusive Franchise Granted.

A. Grant. The City hereby grants to Astound, subject to the conditions prescribed in this Ordinance, the franchise rights and authority (the “Franchise”) to construct, install, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for a telecommunications system in, under, on, across, over, and through the City-owned rights-of-

way generally described in Exhibit A (the “Franchise Area”). The scope of this grant extends only to the telecommunications facilities by Astound in the Franchise Area to provide telecommunications services, Internet access services, and private line services (the “Authorized Activities”). Facilities include all wire, lines, cables, conduit, equipment, switches, and supporting structures located in the City’s right-of-way and utilized by Astound in the operation of Authorized Activities by this Ordinance (the “Facilities”). Such grant is subject to all applicable laws and ordinances of the City of Covington and the State of Washington in existence at the time of this franchise grant or hereafter enacted or amended. In the event that Astound intends to provide services other than the Authorized Activities, Astound shall be required to obtain an additional or revised franchise from the City to the extent required by the City and law.

B. Non-Exclusive. The foregoing Franchise rights and authority shall not be deemed to be exclusive to Astound and shall in no way prohibit or limit the City’s ability to grant other franchises, permits, or rights along, over, or under the Franchise Area; provided, that such other franchises do not unreasonably interfere with Astound’s Franchise granted herein as determined by the City. This Franchise shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent the City from using the Franchise Area or affect the City’s jurisdiction over the Franchise Area in any way. The City shall administer the public right-of-way and this Franchise in a competitively neutral and non-discriminatory manner with respect to Astound and other similarly-situated telecommunications franchisees.

C. No Property Interest. This Ordinance authorizes Astound to occupy and use the Franchise Area for the Authorized Activities. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Franchise Area to Astound.

Section 2. Authority. The City’s public works director or his/her designee is hereby granted the authority to administer and enforce the terms and provisions of this Ordinance and may develop such lawful and reasonable rules, policies, and procedures as he/she deems necessary to carry out the provisions contained herein.

Section 3. Term; Effective Date; Renewal.

A. Term. Subject to completion of the requirements of this Section 3 and Section 4 herein, the Franchise granted herein shall remain in full force and effect for a period of ten (10) years from the effective date of this ordinance.

B. Effective Date. This Ordinance shall not take effect and Astound shall have no rights under this Ordinance unless a written acceptance from Astound is received by the City pursuant to Section 4 herein.

C. Renewal. If Astound requests a renewal prior to the end of the Franchise term, the City’s public works director may, at the City’s sole discretion, extend the term of the Franchise for an additional ten (10) year term beyond the term provided for in Section 3.A herein to allow processing of renewal. If the City elects to extend the term of the Franchise, written notice of the extension shall be provided to Astound prior to the end of the original Franchise term. If the

City determines to not extend the term of the Franchise for an additional ten (10) year term it shall be extended on a month-to-month basis and may be terminated by either party following one hundred eighty (180) days' notice to the other.

Section 4. Acceptance of Terms and Conditions. The full acceptance of the Franchise and all the terms and conditions by Astound shall be filed in writing with the City within thirty (30) days of the effective date of this Ordinance in the form attached hereto as Exhibit B. Failure on the part of Astound to file said acceptance within thirty (30) days of the effective date of this Ordinance shall result in this Ordinance having no further force or effect and all rights granted under the Franchise shall terminate.

Section 5. Applicable Regulations; Construction Approvals and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions provided herein shall be deemed as non-compliance with the terms of the Franchise and may result in some or all of the penalties specified in Section 6 herein.

A. City Permits Required. No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Franchise Area without first obtaining appropriate rights-of-way use permits required under Chapter 12.65 CMC. Full compliance with the conditions of the issued permit(s) shall be mandatory. In the event of any emergency in which any of Astound's Facilities in or under any right-of-way breaks, becomes damaged, or if Astound's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of individuals necessitating emergency work, Astound may perform said work without first applying for and obtaining a permit as required by the City. In case of such an emergency, within one (1) business day of the emergency work performed Astound shall apply for, and thereafter diligently pursue the issuance of, any required permits from the City for the emergency work.

B. Other Permits and Approvals. Nothing in this Ordinance shall relieve Astound from any obligation to obtain approvals or necessary permits from applicable federal, state, and local authorities for all activities in the Franchise Area.

C. City Ordinances and Regulations. Nothing in this Ordinance shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of the Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction, and maintenance of any Facilities by Astound, and Astound shall conform with all such regulations, unless compliance would cause Astound to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other ordinance(s) enacted under the City's authority, such other ordinance(s) shall take precedence over the provisions set forth in this Franchise.

D. Construction Standards. Any construction, installation, maintenance, and restoration activities performed by or for Astound within the Franchise Area shall be constructed and located so as to produce the least amount of interference with the free passage of pedestrian and

vehicular traffic. Astound shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems. All construction, installation, maintenance, and restoration activities shall be conducted such that they conform to and with Title 12 of the Covington Municipal Code.

E. Underground Installation Required. All Facilities shall be installed underground in all areas of the City where all other telecommunications and cable facilities are located underground unless otherwise exempted from this requirement, in writing, by the City's public works director. In instances when the undergrounding of Facilities is not required, Astound shall install Facilities only on existing utility poles and otherwise utilize only existing aerial telecommunication facilities, provided, however, Astound agrees to cooperate in relocating to underground facilities when all other utilities are required to place facilities underground for a City capital improvement project, joint trench opportunity, or for the public health, safety, and welfare.

F. Relocation.

1. Whenever the City causes public improvements to be constructed within the Franchise Area and such public improvement requires the relocation of Astound's Facilities, the City shall provide Astound with not less than one hundred eighty (180) days written notice requesting such relocation along with plans for the public improvement that are sufficiently complete to allow for the initial evaluation, coordination, and development of a relocation plan. The City and Astound shall meet at a time and location determined by the City to discuss the project requirements, including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent relocation plan details.

2. To ensure the timely execution of relocation requirements, Astound shall, upon written request from the City, provide at Astound's sole expense base maps, current as-built information, a detailed relocation plan (including a detailed schedule of relocation activities, identification of critical path, identification of facilities, and relocation procedures), and other design, technical, or operational requirements within the timeframe specified by the City.

3. Astound may, after receipt of written notice from the City requesting relocation of its Facilities, submit to the City written alternatives to such relocation within a reasonable time specified by the City. Such alternatives shall include the use and operation of temporary facilities in adjacent rights-of-way. The City shall evaluate such alternatives and advise Astound in writing if one or more of the alternatives are suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If requested by the City, Astound shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Astound full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Astound shall relocate its facilities as otherwise specified by the City.

4. Upon final approval of the relocation plan by the City, Astound shall at its sole expense, unless otherwise prohibited by law, and at the reasonable timeframe specified by the

City, temporarily or permanently remove, relocate, place underground, change, or alter the position of any Facilities within the right-of-way whenever the City has determined that such removal, relocation, undergrounding, change, or alteration is reasonably necessary for the construction, repair, maintenance, installation, or operation of any public improvement in or upon the rights-of-way, or for public safety.

5. If during the construction, repair, or maintenance of the City's public improvement project an unexpected conflict occurs with Astound's Facilities, Astound shall respond and commence efforts to resolve the conflict within twenty-four (24) hours of notification from the City.

G. Removal or Abandonment. Upon the removal from service of any Astound Facilities from the Franchise Area, Astound shall comply with all applicable standards and requirements prescribed by the City for the removal or abandonment of said Facilities. None of the Facilities constructed or owned by Astound may be abandoned without the express written consent of the City.

H. City Requested Facilities.

1. At any time that Astound is constructing, relocating, or placing Facilities in public rights-of-way within the City limits, the City may require Astound to provide additional ducts, conduit, and related access structures. Astound agrees to perform such requests at the sole expense of the City and pursuant to RCW 35.99.070 and the applicable terms of this Ordinance.

2. At any time that Astound is constructing, relocating, or placing Facilities in public rights-of-way within the City limits that: a) cross signaled intersections; b) borders any City property or facility; or c) borders any county, state, or special district facility, at the time of right-of-way permit approval for said work the City may request Astound to provide break-out kits, splicing cases, splices, and/or cable vaults for the City at the sole expense of the City. Astound agrees to perform such requests pursuant to a mutually negotiated agreement with the City that shall be executed prior to the City issuing the right-of-way permit for said work.

3. At any time Astound places fiber in the City's public rights-of-way, at the time of right-of-way permit approval for said work either the City or Astound may request a meeting to cooperatively discuss and negotiate in good faith mutually beneficial opportunities associated with said work. Such opportunities may, among other things, involve installation of fiber by Astound for the City's sole and exclusive use and the City's grant to Astound of non-exclusive use of City-owned or controlled conduit. Any such arrangements to which the parties agree shall be formalized in a separate agreement between the City and Astound, which shall be approved by the city council and executed by both parties prior to the City issuing the right-of-way permit for said work.

I. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Ordinance, Astound shall upon request of the City furnish a bond executed by Astound and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City

as sufficient to ensure performance of Astound's obligations under this Ordinance; provided, however, that such sum shall not exceed one hundred percent (100%) of the project construction cost of the proposed telecommunications system work by Astound in the Franchise Area. At Astound's sole option, Astound may provide alternate security in the form of an assignment of funds or a letter of credit in the same amount as the bond. All forms of security shall be in the form reasonably accepted by the City. The bond shall be conditioned so that Astound shall observe all covenants, terms, and conditions and shall faithfully perform all of the obligations of this Ordinance and to repair or replace any defective Astound work or materials discovered in the Franchise Area.

J. "One-Call" Location and Liability. Astound shall subscribe to and maintain membership in the regional "One-Call" utility location service and shall promptly locate all of its lines upon request. The City shall not be liable for any damages to Astound's Facilities or for interruptions in service to Astound's customers that are a direct result of work performed for any City project or for which Astound has failed to properly locate its lines and Facilities within the prescribed time limits and guidelines established by One-Call. The City shall also not be liable for any damages to Astound Facilities or for interruption in service to Astound's customers resulting from the work of a third party performed under a permit issued by the City.

K. As-Built Plans Required. Astound shall maintain accurate engineering plans and details of all installed Facilities within the Franchise Area and shall provide such information in both paper and electronic form using the most current AutoCAD version (or such other format as may be in general use in the telecommunications industry and reasonably acceptable to the City and Astound) prior to close-out of any permit issued by the City and any work undertaken by Astound pursuant to this Ordinance. The City shall determine the acceptability of any as-built submittals provided under this Section.

L. Recovery of Costs. Astound shall be subject to all permit fees associated with activities undertaken through the authority granted in this Ordinance or under ordinances of the City.

M. Vacation. If, at any time, the City shall vacate any City street, right-of-way, or other City-owned property that is subject to rights granted by this Ordinance and said vacation shall be for purposes of acquiring the fee or other property interest in said street, right-of-way, or other City-owned property for the use of the City in either its proprietary or governmental capacity, then the City may, at its sole option and by giving one hundred eighty (180) days written notice to Astound, terminate the Franchise with reference to such City street, right-of-way, or City-owned property so vacated. The City shall not be liable for any damages or loss to Astound by reason of such termination other than those provided for in RCW 35.99.060.

Section 6. Franchise Compliance.

A. Franchise Violations. The failure by Astound to fully comply with any of the provisions of this Ordinance may result in a written notice from the City describing the violations of this Ordinance and requested remedial action to cure said violations in a timeframe of no less than thirty (30) days, which timeline may be extended at the City's sole discretion if Astound promptly begins and demonstrates reasonable and consistent efforts to remedied the violations so

identified. The failure of Astound to cure said violations pursuant to the timeline and terms of the City's written notice shall be considered sufficient grounds for the termination of all rights and privileges existing under the Franchise.

B. Emergency Actions.

1. If any of Astound's actions, or any failure by Astound to act to correct a situation caused by Astound, are reasonably determined by the City to create a threat to life or property, financial harm, or cause a delay of the construction, repair, or maintenance of a public improvement, the City may order Astound to immediately correct said threat, financial harm, or delay or, at the City's sole discretion, the City may undertake measures to correct said threat, financial harm, or delay itself; provided that, when possible, the City shall notify Astound and give Astound an opportunity to correct said threat, financial harm, or delay within a reasonable specified time, which shall be not less than thirty (30) days, before undertaking such corrective measures. Astound shall be liable for all reasonable costs, expenses, and damages attributed to the correction of such an emergency situation as undertaken by the City to the extent that such situation was caused by Astound and shall further be liable for all reasonable costs, expenses, and damages resulting to the City from such situation attributable to Astound. Any reimbursement of such costs to the City shall be made within thirty (30) days of written notice of the completion of such action or determination of damages by the City. The failure by Astound to take appropriate action to correct a situation caused by Astound and identified by the City as a threat to public or private safety or property, financial harm, or delay of the construction, repair, or maintenance of a public improvement shall be considered a violation of the terms of this Ordinance.

2. If during construction or maintenance of Astound's Facilities any damage occurs to an underground facility and the damage results in the release of natural gas or other hazardous substance or potentially endangers life, health, or property, Astound or its contractor shall immediately call 911 or other local emergency response number.

C. Other Remedies. Nothing in this Ordinance shall limit the City's or Astound's available remedies in the event of either party's failure to comply with the provisions of this Ordinance including, but not limited to, a party's right to a lawsuit for specific performance and/or damages.

D. Removal of System. In the event that the Franchise is terminated as a result of violations of the terms of this Ordinance, Astound shall at its sole expense promptly remove all Facilities, provided that the City at its sole option may allow Astound to abandon its Facilities in place.

Section 7. Insurance.

A. Astound shall procure and maintain liability insurance written on a per occurrence basis during the full term of the Franchise for injuries to persons and damage to property. The policy or policies shall afford insurance covering all operations, vehicles, and employees with the following limits and provisions:

1. Commercial General Liability coverage with limits of not less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed aggregate limit covering bodily injury and property damage; including contractual liability; personal injury; explosion hazard, collapse hazard, and underground property damage hazard; products; and completed operations.

2. Automobile liability insurance with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage, including owned, non-owned, and hired auto coverage, as applicable.

3. Contractors' pollution liability insurance, on an occurrence form, with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.

B. Such insurance shall specifically name as additional insured the City and its officers and employees and contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance or self-insurance or pool coverage maintained by the City shall be excess of Astound's coverage and shall not contribute with it. Astound may utilize primary and umbrella liability insurance policies to satisfy insurance policy limits required herein.

C. If the City reasonably determines that circumstances warrant an increase in insurance coverage and liability limits to adequately cover the risks of the City, the City may require additional insurance to be acquired. The City shall provide written notice to Astound should the City exercise its right to require additional insurance.

D. Astound shall procure and maintain liability insurance during the full term of the Franchise for injuries to persons and damage to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to Astound, its agents, representatives, or employees. Astound shall provide original Certificates of Insurance and a copy of the amendatory endorsements to the City for its inspection.

Section 8. Indemnification.

Astound shall use reasonable and appropriate precautions to avoid damage to person or property in the construction, installation, repair, operation, and maintenance of its Facilities within the Franchise Area. Astound shall indemnify, defend, and hold harmless the City, its agents, officers, employees and volunteers, from any and all third party claims, actions, or damages, or expense of any nature, including attorneys' and expert witness fees, which may accrue to or be suffered by any person or persons, corporation, or property to the extent caused in part or in whole by any negligent act or omission of Astound, its officers, agents, servants, or employees, contractors, or subcontractors arising out of or in connection with the performance of the rights, benefits, privileges, or obligations granted to Astound by the Franchise except for those injuries or damages caused by the sole negligence of the City. In the event any claim or demand presented to or filed with the City that gives rise to Astound's obligations pursuant to this Section, the City shall within a reasonable time notify Astound thereof (provided that in any event such notice shall provide Astound a reasonable time period in which to respond so its

rights are not prejudiced) and Astound shall have a right, at its election, to settle or compromise such claim or demand. In the event any third party claim or action is commenced in which the City is named a party and which suit or action is based on a claim or demand that gives rise to Astound's obligation pursuant to this Section, the City shall promptly notify Astound thereof and Astound shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, Astound may, at its election and its sole cost and expense, settle or compromise such suit or action.

The City shall have the right at all times to participate through its own attorney in any suit or action that arises out of any right, privilege, or authority granted by or exercised pursuant to the Franchise when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.

Should a court of competent jurisdiction determine that the Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Astound and the City, its officers, employees, and agents, Astound's liability hereunder shall be only to the extent of Astound's negligence.

With respect to the performance of the Franchise and as to claims against the City, its officers, agents, and employees, Astound expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its officers, agents, and employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section extends to any claim brought by or on behalf of Astound's officers, agents, or employees. This waiver has been mutually negotiated by the parties.

Section 9. Transfer of Ownership.

A. The rights, privileges, benefits, title, or interest provided by the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without the prior written consent of the City, with such consent not being unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, for security purposes or by other hypothecation, or by assignment of any rights, title, or interest in Astound's Facilities in order to secure indebtedness. Approval shall not be required for any transfer from Astound to another person or entity controlling, controlled by, or under common control with Astound, or in connection with the sale of all or substantially all of the assets of Astound or if Astound adopts a new company name, each without a change in control. Astound may license fibers to other users including to those operating a telephone business or services providers without the consent of the City provided that Astound remains solely responsible for compliance with the terms and conditions outlined in the Franchise. The licensing or lease of fibers for other uses shall require a separate assignment, franchise, or right-of-way agreement approved by the City.

B. In any transfer of the Franchise that requires the approval of the City, Astound shall show that the recipient of such transfer has the technical ability, financial capacity, and any other legal or general qualifications as reasonably determined by the City to be necessary to ensure that the obligations and terms required under the Franchise can be met to the full satisfaction of the City.

The qualifications of any transferee shall be determined by the Covington City Council and the approval of such transfer shall be granted by resolution of the Covington City Council. Any actual and reasonable administrative costs associated with the transfer of the Franchise that requires the approval of the City shall be reimbursed to the City within thirty (30) days of such transfer, provided that such reimbursement shall not exceed \$5,000.

Section 10. Administrative Fees; Utility Tax.

A. Franchise Fee Precluded. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees for any “telephone business” as defined in RCW 82.16.010 or “service provider” as defined in RCW 35.99.010, except that fees may be collected for administrative expenses related to such franchise and a utility tax may be assessed. Astound does hereby warrant that its Authorized Activities under the Franchise are those of a telephone business as defined in RCW 82.16.010 or of a service provider as defined in RCW 35.99.010.

B. Administrative Fees. Astound shall be subject to an administrative fee for reimbursement of the actual costs associated with the preparation, processing, and approval of this Ordinance, provided that such reimbursement shall not exceed \$5,000. These costs shall include but not be limited to wages, benefits, overhead expenses, equipment, and supplies associated with such tasks as plan review, site visits, meetings, negotiations, and other functions critical to proper management and oversight of the City’s rights-of-way. Administrative fees exclude normal permit fees for permits issued under Chapter 12.65 CMC.

C. Additional Work. In the event that Astound submits a request for work beyond the scope of the Franchise, or submits a complex project that requires significant comprehensive plan review or inspection, Astound shall reimburse the City for amendments and expenses associated with the project. Astound shall pay such documented costs within thirty (30) days of receipt of invoice from the City.

D. Failure to Pay. Failure by Astound to make full payment of any undisputed City-issued invoices within the time specified shall be considered sufficient grounds for the termination of all rights and privileges existing under the Franchise utilizing the procedures specified in Section 6 herein.

E. City Utility Tax. If Astound provides services to customers within the City, Astound shall become subject to the City’s utility tax set forth in Chapter 3.70 CMC, as applicable.

Section 11. Notices. Any notice to be served upon the City or Astound shall be delivered to the following addresses, respectively:

City of Covington
Attn: City Manager
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964
Email:
Phone: (253) 480-2400

Astound Broadband, LLC.
Attn: James A. Penney, EVP
401 Kirkland Parkplace
Suite 500
Kirkland, WA 98033

Email: jpenney@wavebroadband.com
Phone: 425-896-1891

with an additional copy to:

Cinnamon Mueller
307 N. Michigan Ave., Suite 1020
Chicago, IL 60601

Section 12. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, either party may deem the entire Franchise to be affected and therefore nullified and terminated. However, in the event that a determination is made that a section, sentence, clause, or phrase in this Ordinance is invalid or unconstitutional, the parties may agree to treat the portion declared invalid or unconstitutional as severable and maintain in force the remaining provisions of this Ordinance; provided that, if the City elects to enforce the remaining provisions of this Ordinance without agreement by Astound, Astound shall have the option to terminate the Franchise.

Section 13. Reservation of Rights. The parties agree that this Ordinance is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances. Accordingly, any provision of this Ordinance or any local ordinance that may conflict with or violate the law shall be invalid and unenforceable, whether occurring before or after the execution of this Ordinance, it being the intention of the parties to preserve their respective rights and remedies under the law, and that nothing in this Ordinance is intended to constitute a waiver of any rights or obligations by either party under the law.

Section 14. Police Powers. Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. Astound shall not by the Franchise obtain any vested rights to use any portion of the City's right-of-way except for the locations approved by the City in the Franchise Area and then only subject to the terms and conditions of the Franchise. The Franchise and the permits issued there under shall be governed by applicable City ordinances in effect at the time of application for such permits.

Section 15. Future Rules, Regulations, and Specifications. Astound acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to Astound, shall thereafter govern Astound's Franchise activities herein; provided, however, that in no event shall regulations materially interfere with or adversely affect Astound's

rights pursuant to and in accordance with this Ordinance, or be applied in a discriminatory manner as it pertains to Astound and other similar users of such facilities.

Section 16. Publication. This Ordinance or a summary thereof shall be published in the official newspaper of the City, the expense of which shall be borne by Astound, and shall take effect and be in full force in accordance with Section 3.B herein.

ADOPTED by the City Council of the City of Covington, Washington, at a regular meeting thereof on this 30th day of June, 2015.

Mayor Margaret Harto

PUBLISHED: July 3, 2015

EFFECTIVE:

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

ATTACHMENTS:

Exhibit A – Astound Broadband, LLC d/b/a Wave Telecommunications System Description and Route Map (the “Franchise Area”)

Exhibit B—Astound Broadband, LLC d/b/a Wave Franchise Acceptance Form

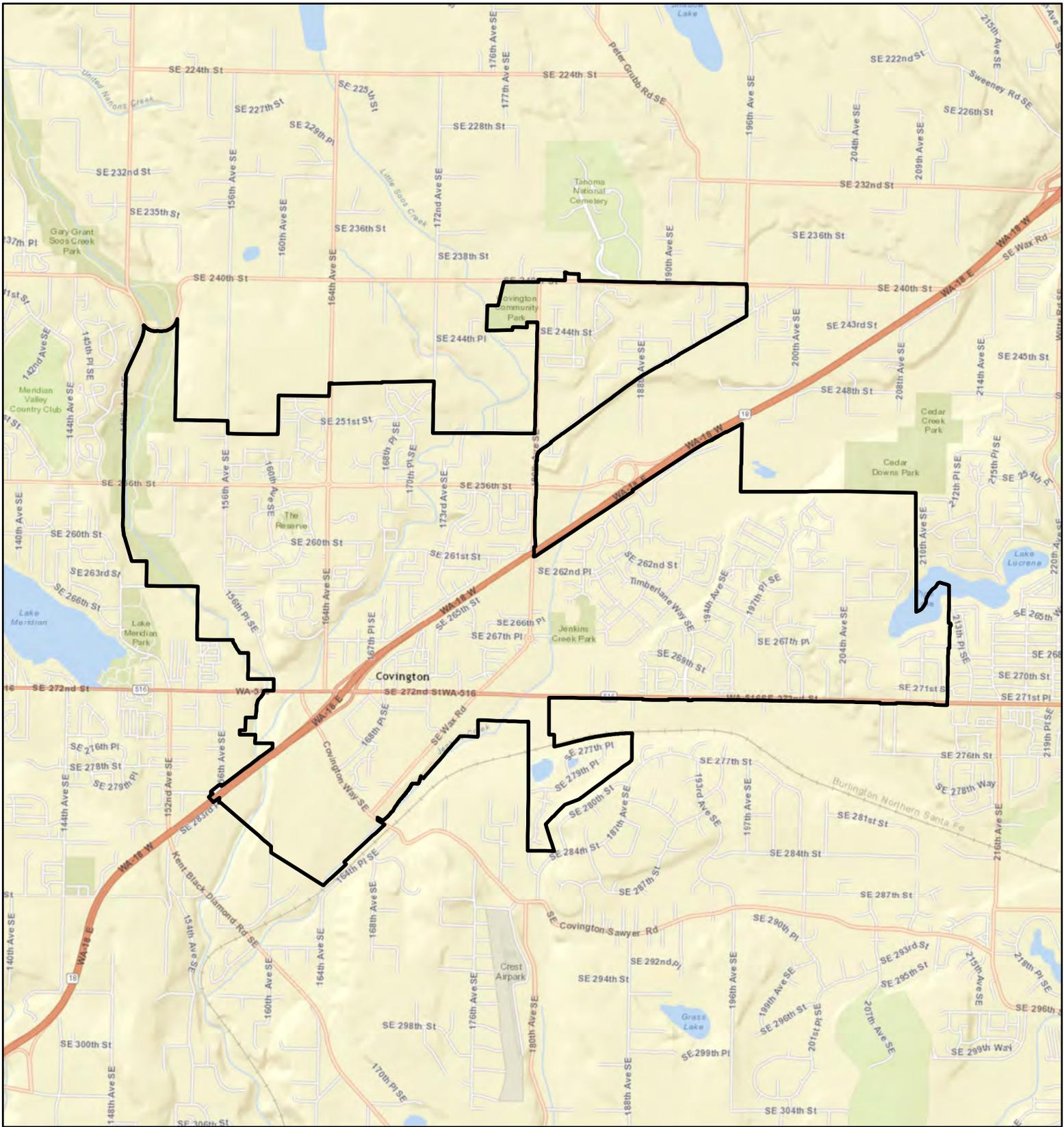


Exhibit "A" Franchise Area City Limits

**Astound Broadband, LLC d/b/a
Wave Telecommunications System
Description and Route Map
(the "Franchise Area")**



 City Limits

Information shown is for general reference purposes only. The City of Covington makes no warranty as to its accuracy.



EXHIBIT B

Astound Broadband, LLC d/b/a Wave Franchise Acceptance Form

City Clerk
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964

This is to advise the City of Covington, Washington, that Astound Broadband, LLC d/b/a Wave (“Astound”) hereby accepts the terms and provisions of Ordinance No. 04-15, passed by the City Council on June 30, 2015 (the “Franchise”) granting to Astound a non-exclusive telecommunications Franchise for ten (10) years. Astound acknowledges and agrees to abide by each and every term of the Franchise.

[Name]

BY _____

TITLE _____

DATE _____

This Acceptance was received by the City of Covington on _____, 2015.

Attested By:

City Clerk

Consent Agenda Item C-4

Covington City Council Meeting

Date: June 30, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH KING COUNTY FLOOD CONTROL DISTRICT FOR FLOOD REDUCTION FUND GRANT.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Interlocal Agreement

PREPARED BY: Ben Parrish, SWM Program Coordinator

EXPLANATION:

The Flood Reduction Fund Grant was established by the Flood Control District Board of Supervisors to provide jurisdictions within King County financial resources to support local flood control, stormwater control, or cooperative watershed management projects or programs. Covington submitted an application for this competitive grant in June 2014 to be used for construction of the Clements/SE 263rd Place Drainage Project. Our application was successful and in September of 2014, Covington was awarded \$176,000 for the project.

The Clements/SE 263rd Place Stormwater Conveyance Improvement Project was identified as a project to be completed in 2015 as a part of the Surface Water Management (SWM) rate study. This project will replace an undersized and failing private conveyance system that connects several stormwater outfalls north of SE 263rd Place to the system on 159th Avenue SE. The new conveyance system will be installed in the appropriate easement and provide increased capacity. The \$247,523 total project cost was included in the 2015 budget and by utilizing two grant opportunities, 90% of the total project cost will be reimbursed with the remainder covered by the city's SWM CIP funds.

ALTERNATIVES:

Not accept the King County Flood Control District Flood Reduction Fund Grant of \$176,000 for the Clements/SE 263rd Place Drainage Project and cover the entire cost of construction with SWM CIP funds.

FISCAL IMPACT:

Preliminary cost estimates for construction is \$203,000. The project was awarded \$176,000 from a King County Flood Control District Flood Reduction Fund Grant to fully fund construction. The remaining balance of \$27,000 will be covered by SWM CIP funds to primarily cover the easement acquisition costs.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

Council member _____ moves, Council member _____
seconds, to authorize the City Manager to execute an Interlocal Agreement with
King County Flood Control District for Flood Reduction Fund Grant.

REVIEWED BY: City Manager, City Attorney, Finance Director

AWARD NUMBER 4.14.01

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN CITY OF COVINGTON AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and City of Covington (referred to herein as “Recipient”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to December 31, 2015.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and ;
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 11, 2013, the Board of Supervisors of the District, the District’s governing body, passed Resolution FCD2013-14 which authorizes an allocation of \$2,666,329 from the District’s budget for the Flood Reduction Grant Program; and
- 1.4 Whereas, on September 29, 2014 the King County Flood Control District Board of Supervisors passed Resolution FCD 2014-12.1, which established criteria for awarding grants under the allocation of \$2,666,239 from the District’s budget, and approved funding for the projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of Resolutions FCD2013-14 and FCD 2014-12.1, and in its capacity as service provider to the District, King County has established a grant award program, called the Flood Reduction Grant Program, to fund projects consistent with Section 1.4 above; and
- 1.6 Whereas, the Recipient has previously submitted an application for a project to King County in accordance with the Flood Reduction Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference (“Grant Policies and Procedures”); and
- 1.6 Whereas the District’s Board of Supervisors approved funding of Recipient’s application for the project, as described in Attachment A to Resolution FCD2014-12.1 in the amount of \$176,000 (“Award”); and
- 1.7 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and

incorporated herein as **Exhibit B** (“Scope of Work”), and the Budget, attached hereto and incorporated herein as **Exhibit C** (“Budget”), are consistent with the Grant Policies and Procedures; and

- 1.8 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Policies and Procedures, and the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to award the Recipient an award in the total amount of **\$176,000** from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Project, as described in **Exhibit A** of this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2014-12.1. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees to return to King County any portion of the Award that is not expended or remains after completion of the Scope of Work.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of nos. 2) and 3) below, and have been approved by the County as being within such scopes; 2) The activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by this award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report, attached hereto and incorporated herein as **Exhibit D**, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A progress report (with or without a request for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. Advances are allowable only for anticipated expenses to

be incurred in the next three months from the date of submission of the Request for Payment for work that is included in the Scope of Work of this Agreement, and identified as such in the Request. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment. No advances shall exceed 80% of the total Award. The final request for payment shall be submitted with the Final Report described in Section 2.5 of this Agreement and shall be no less than 20% of the Award.

- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work and submit a Close-out Report, the form of which is attached and incorporated herein as **Exhibit E** to this Agreement. The final report shall, among other things, summarize the project's successes and shall address the watershed benefits accomplished by the work in a format provided by King County for this purpose as set forth in the Grant Policies and Procedures.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles further described in Section 2.8. below and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims,

alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.

- 2.13. The Recipient agrees to acknowledge the District as a source of funding for this project on all literature, signage or press releases related to said project.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than December 31, 2015. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and request and receive any unexpended Award funds that may be held by the Recipient.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Agreement.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the King County Council to complete the Scope of Work. If no such appropriation is made,

this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of October 24, 2014.

KING COUNTY:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A: Project Description

APPLICANT	PROJECT DESCRIPTION	AMOUNT
City of Covington	The project will replace an undersized, homeowner installed, drainage system that conveys municipal surface water to Big Soos Creek. There have been flooding and maintenance issues in this area for quite some time and this project aims to fix those problems.	\$176,000

EXHIBIT B: SCOPE OF WORK

TASKS	ACTIVITIES AND DELIVERABLES	TOTAL SHARE OF AWARD FUNDS	DATES
Task 1: Project Design	<p>Consultant will work with the city and property owners to design project. Consultant will create Plans, Specifications and Bid documents</p> <p>Recipient shall deliver:</p> <ul style="list-style-type: none"> A copy of the final Project Design (Design) approved by the Recipient. <p>All documents can be made available in downloadable electronic media or in paper form or both.</p>	0% 48,354	Spring 2015
Task 2: Acquire Easements	Consultant will work with the City and property owners to acquire easement for new stormwater conveyance system.	0% 23,169	Early Summer 2015
Task 3: Bid Project	Send project out for bid, select contractor and finalize contract.	0%	Summer 2015
Task 4: Construction of Project	<p>Install new conveyance system</p> <p>Recipient shall deliver:</p> <ul style="list-style-type: none"> A copy of the fully executed contract (Contract) between the Recipient and the selected contractor prior to any work carried out by the contractor to include, as an integral part or addendum or by reference, the Design to be carried out by the Contractor. <p>All documents can be made available in downloadable electronic</p>	100% 176,000	Summer/fall 2015
Permits/permission (if applicable)	State all required project permits and authorizations (including right-of-way access) as follows: Name of permit, issuer, recipient, purpose and inclusive dates. If no permits or authorizations are required, state that none required.		N/A
Credits	<p>As part of your project deliverables, provide a plan of <u>how, where and when</u> this grant will be acknowledged.</p> <p>Credit will be given at all public meeting and in written publication that pertain to this project.</p>		Summer 2014-Fall 2015
TASK 5 Final report	Submit a final report and the financial closeout documentation no later than 30 days after the end date of the project.		Fall/Winter 2015

EXHIBIT C: BUDGET

BUDGET ITEM	TOTAL	GRANT AWARD SHARE	FINANCIAL MATCH (not required)			MATCH TOTAL
			SOURCE	SOURCE	SOURCE	
			KCFCD opportunity fund	City of Covington		
			AMOUNT			
COMMERCIAL SERVICES AND CREW TIME (Design)	\$48,354		\$44,686	\$3,668		\$48,354
COMMERCIAL SERVICES AND CREW TIME (Construction)	\$176,000	\$176,000				
REAL ESTATE-RELATED COSTS (Easement Acquisition)	\$23,169			\$23,169		\$23,169
TOTAL	\$247,523	\$176,000	\$44,686	\$26,837		\$71,523

STAFFING	
PROJECT SUPPLIES	
COMMERCIAL SERVICES AND CREW TIME	Design cost estimate from consultant task order for design Construction cost from consultants preliminary engineers estimate
TRANSPORTATION	
OFFICE EXPENSES/OVERHEAD	
OTHER	
REAL ESTATE-RELATED COSTS	Easement acquisition cost from consultant
TOTAL	\$247,523

EXHIBIT D: REQUEST FOR PAYMENT AND PROGRESS REPORT



Water and Land Resources Division
River and Floodplain Management Section



KING COUNTY FLOOD REDUCTION GRANT PROGRAM Payment Request

Date _____ Request number _____

Recipient Name _____

Contact Name _____

Phone _____

Address 1 _____

Address 2 _____

City, State, Zip Code _____

Request # _____ Dates (beginning & end date for this claim) _____

Instructions: Complete this spreadsheet and attach your financial / accounting system reports to document all expenses

PROJECT NAME _____ PROJECT CODE _____

Budget Line Item (From Exhibit B Budget)	Budgeted	Current Request	Amount of all Previous Requests	Balance Remaining
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTALS:	\$ -	\$ -	\$ -	\$ -

Amount from Current Request above requested as an advance

EXPLANATION:



FLOOD REDUCTION GRANT PROGRESS REPORT

Date	01/00/00
PROJECT	0
PROJECT NUMBER	0
Recipient Name	0
Contact Name	0
Phone	0
Address 1	0
Address 2	0
City, State, Zip Code	0
Request #	0
Dates (beginning & end date for this claim)	0

SCOPE OF WORK ITEM	DELIVERABLES: Progress / Status/percentage completed (note approximate or actual dates)
1)	
2)	

3)	
4)	
5)	

Add more pages if necessary

Please mail or e-mail all documents to:

Maureen Dahlstrom
Water and Land Resources Division
Department of Natural Resources and Parks
KSC-NR-0600
201 South Jackson
Street, Suite 600
Seattle, WA 98104-3855
Maureen.dahlstrom@kingcounty.gov
206-477-4777

EXHIBIT E

CLOSE-OUT REPORT

Recipient	
Project title	
Project start and end dates	
Total award	\$
Total spent	\$
Amount due at close-out	\$
Total unspent	\$

Submit the following:

		Checklist	
		Previously Submitted	Attached
PROGRAMMATIC CLOSE-OUT			
1. Letter(s) of commitment from key partners		<input type="checkbox"/>	<input type="checkbox"/>
2. Final report documenting the successful completion of the project according to the exhibit A: Scope of Work & timeline in your agreement.		<input type="checkbox"/>	<input type="checkbox"/>
3. Documentation of measurement methods and timelines and any results to date.		<input type="checkbox"/>	<input type="checkbox"/>
FOLLOWING ITEMS TO BE INCLUDED AS APPLICABLE			
	KCFCD acknowledge- ment		
4. Selection of outreach materials, such as: handouts, brochures, posters, newspaper clippings, press releases, and web page screen hard copies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Copies of selected printed materials, created for the project or about it, &/or other items that illustrate the successful completion of the project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Selected copies of pictures, film, video, PowerPoint presentation in CD, DVD, email &/or documentation presenting your project, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FINANCIAL CLOSE-OUT			
7. Attach receipts &/or auditable accounting detail (may include: ledger-based copies, cancel checks, & payroll records)		<input type="checkbox"/>	<input type="checkbox"/>
8. Documentation of cash and in-kind match if any		<input type="checkbox"/>	<input type="checkbox"/>

CONTINUED

King County Flood Reduction Grant Program Fiscal Close-Out

Date _____

Recipient Name _____

PROJECT NAME 0 PROJECT CODE 0

AWARD

Budget Line Item (From Exhibit B Budget)	Budgeted	Amount of all Previous Requests	Balance Forfeited
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
TOTALS:	\$ -	\$ -	\$ -

MATCH

Item	Budgeted	Actual	Balance	Source
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
	\$ -	\$ -	\$ -	

NOTES

CONTINUED

PROVISIONS

By signing this Financial CLOSEOUT, I _____, an authorized representative of the above named award recipient (RECIPIENT), confirm that I have examined the information contained herein and that, to the best of my knowledge, it is a true and accurate account of all the financial expenses and in-kind contributions incurred by the above named project in the course of fulfilling the conditions of the AGREEMENT between RECIPIENT and King County (COUNTY).

I hereby acknowledge that there are no further expenses associated with this project, nor any pending or future claims to the COUNTY and that the COUNTY is not liable for any expenses not documented in Attachment B (Budget) of the AGREEMENT. I understand that the RECIPIENT is fully bound by the provisions of the AGREEMENT including, but not limited to, the return of COUNTY funds that are unspent or whose spending is unsubstantiated according to the terms of the AGREEMENT and the right to examine records. I further understand that the COUNTY, upon examining the financial close-out and the final report submitted by the RECIPIENT will determine the amount of the balance due to the RECIPIENT.

SIGNED _____ DATE _____

Approved for Close-Out Not approved for close-out

EXAMINER SIGNATURE: _____ DATE: _____

Notes:

END OF EXHIBIT E

Consent Agenda Item C-5

Covington City Council Meeting

Date: June 30, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE EXTENSION WITH MODERN BUILDING SYSTEMS, INC. FOR THE CITY MAINTENANCE FACILITY FOR AN ADDITIONAL 36 MONTHS.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT (S):

1. Lease Agreement: June 2012 – June 2015
2. Proposed Lease Extension with Modern Building Systems, Inc.

PREPARED BY: Shellie Bates, Programs Supervisor

EXPLANATION:

On June 24, 2008, the city council authorized the city manager to execute a lease agreement with Modern Building Systems, Inc. for a 24' x 60' modular office building for the city's interim maintenance facility. The lease agreement was for a period of thirty-six (36) months, with an option to renew for an additional twelve (12) months. At the end of the thirty-six (36) month period, staff determined that the interim maintenance facility would still be needed for an additional thirty-six (36) month period.

On June 12, 2012, the city council authorized the city manager to execute a lease extension with Modern Building Systems, Inc. for an additional period of thirty-six (36) months. That thirty-six (36) month period is ending and the interim maintenance facility is still required.

Staff is requesting that city council authorize the city manager to extend the lease agreement for another thirty-six (36) month period at the same lease rate as the previous lease agreement.

ALTERNATIVES:

Do not execute the lease agreement renewal and find another location for the maintenance staff, vehicles, and equipment.

FISCAL IMPACT:

The monthly lease payment is \$1,422.66, which includes two units and aluminum ramp/stairs. The annual amount is \$17,071.92, funded as follows:

- Street Fund – 40% (\$6,828.77)
- Surface Water Management Fund – 40% (\$6,828.77)
- Parks Maintenance Fund – 20% (\$3,414.38)

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

**Council member _____ moves, Council member _____
seconds, to authorize the City Manager to execute a 36-month Lease
Extension with Modern Building Systems, Inc., in substantial form as
Attachment 2 hereto, for the city’s maintenance facility.**

REVIEWED BY: City Manager, City Attorney, Finance Director



LEASE AGREEMENT

LESSOR:

**Modern Building Systems, Inc.
PO Box 110
9493 Porter Road
Aumsville, OR 97325
Sales Contact: JC**

LESSEE:

**City of Covington
16720 SE 271st Street Suite 100
Covington, WA 98042
Job # PO#**

In consideration of the terms and conditions contained herein Lessor and Lessee agree as follows:

Lessee agrees to lease the Building (as defined below) from Lessor as of the 15th day of July, 2012 for a minimum lease period of 36 months in accordance with the terms and conditions attached hereto.

The "Building" is a 24' x 60' building, unit # 1471 & 1472, serial # 2008.A.A.66-A/#2008.A.A.66-A, containing 1440 square feet of space, to be provided by Lessor ~~as per the Plans and Specifications attached hereto as Exhibit A, which is incorporated herein by reference.~~ The Building shall be located at: City of Covington 17852 SE 256th Street Covington, WA 98042 (the "Location").

Lessor will deliver and install the Building at the Location according to the Plans and Specifications. LESSOR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, CONCERNING THE BUILDING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RENTAL: For the minimum lease period, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, rent in the total amount of \$37,800, in monthly installments of \$1,050.00. Such monthly rent shall be paid by Lessee in advance on the 28th day of each month. (This rent amount is subject to adjustment as provided herein.) Applicable state and local sales and use taxes and other direct taxes (as provided in the Terms and Conditions) shall be due and payable to Lessor by Lessee monthly as invoiced.

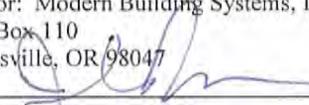
INSTALLATION AND REMOVAL FEES: In addition to rent, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, a delivery and installation fee of \$0.00 and a removal and return fee based upon the current rate at the actual time of Lease termination. The removal and return fee shall be paid with the final rental payment, before removal of the Building. Lessor is not responsible for any site work, excavation/backfill or utilities or their connections (e.g., power, water, sewer, telephone/data) at the Location, unless specifically contracted herein to do so.

STAIRS: Lessee agrees to lease 1 set(s) of OSHA stairs and (1) ADA approved ramp and landing for \$260.00 per month. If the stairs/ramp and landing are not returned to Lessor, Lessee will be charged \$9,500 for the entry system. If the stairs/ramp and landing are returned damaged, Lessee will be charged accordingly for the repair or replacement.

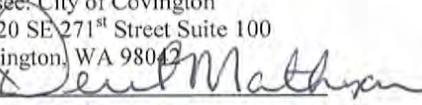
CLEANING AND KEYS: The Building will be cleaned upon return to Lessor at Lessee's sole expense. The cleaning charge shall be Lessor's actual expense or \$50, whichever is larger. Lessee shall be liable for any and all damage to the Building and its accessories. If keys are not returned with the Building, Lessee will be charged \$50.

The terms of this Lease Agreement ("Lease") shall not be affected by the terms of any Lessee purchase order, all of whose terms are rejected.

Signed by duly authorized agents this 12th day of June, 2012.

Lessor: Modern Building Systems, Inc.
PO Box 110
Aumsville, OR 98047
By: 

Kenneth D. Mero, Vice President of Sales
Jim Rasmussen President

Lessee: City of Covington
16720 SE 271st Street Suite 100
Covington, WA 98042
By: 

Title: City manager

TERMS AND CONDITIONS

1. This transaction is a lease and not a sale. Lessee does not acquire any right, title or interest in the Building, except the right to possess and use the Building under this Lease, so long as Lessee is not in default.

2. In addition to the payment of rent, Lessee shall pay Lessor for all sales and use taxes, other direct taxes and registration fees imposed by federal, state or other taxing authorities and allocated by Lessor on either an individual or prorated basis for any units of the Building.

3. Lessee will, at its sole cost, keep the Building at all times in good repair and operating condition and free of all liens and encumbrances. Lessee shall replace all worn or broken parts with new parts acceptable to Lessor. Upon termination of this Lease, Lessee will return the Building to Lessor in at least as good a condition and state of repair as delivered to Lessee, ordinary wear and tear excepted. Until restoration or repairs have occurred to the satisfaction of Lessor, Lessee shall continue to be liable for rent on any Building returned (a) with accessories, attachments or other items missing; (b) requiring repairs of any kind or requiring restoration to original specifications; or; (c) with alterations or modifications performed by Lessee. If Lessee does not make the required repairs or restoration, Lessor shall determine the amount due for them for which Lessee shall be responsible and rent on the Building will continue to accrue until that amount is paid by Lessee.

4. If this Lease is for a custom Building that is ordered in accordance with Lessee's specifications and is not from Lessor's current inventory, the rent commencement date shall be the date on which the Building is installed at the Location. If the installation is delayed by any act or omission of Lessee, rent payments shall commence once Lessee is notified of the completion of the Building.

5. In the performance of its obligations, Lessor shall not be responsible for events beyond its reasonable control, including, without limitation, delays or impossibility of manufacturing, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strikes and acts of God.

6. Any damage claim of Lessee against Lessor arising out of or related to this Lease shall be limited to an amount not exceeding the lesser of (a) the rent actually paid by Lessee or (b) six months of rent, whichever is less. In no event shall Lessor be responsible for consequential damages, including, without limitation, loss of use or lost profits. These damage limitations shall apply regardless of the nature of the claim, including without limitation, those based upon contract, tort (including negligence), warranty or statute.

7. Lessee shall provide free and clear access for delivery and return of the Building by standard mobile transport vehicle. Lessee shall provide firm and level ground or no more than a six-inch slope from one end to the other for safe and unobstructed installation of the Building. The site selection is the sole responsibility of Lessee. Lessor shall have no responsibility or liability for any inadequacy of the location for the setup or use of the Building. Lessee is solely responsible for obtaining any required permits for the installation and use of the Building at the Location.

8. Lessor may at any time following the expiration of the minimum lease period, request Lessee to return the Building to the location designated by Lessor.

(a) If Lessee, without any further written agreement, shall continue to possess or occupy the Building beyond the minimum lease period, Lessee shall then be deemed to have renewed this Lease on a month-to-month basis at the rental rate in Lessor's monthly published lease rate(s) then in effect.

(b) If Lessor elects to terminate this Lease upon the expiration of the minimum lease period, rent shall continue until the Building is returned to the location designated by Lessor and Lessee pays Lessor all unpaid rents and charges allocable to the returned Building that have accrued as of the date the Building is returned.

9. Lessor shall not be liable for claims or damages of any kind whatsoever, whether to person or property, arising from or in any way connected with the Building or Lessee's use thereof, and Lessee will indemnify, defend and hold Lessor harmless from any and all such claims or damage arising therefrom.

10.

(a) Upon delivery of the Building to the Location, Lessee will assume the entire risk of loss to the Building until the Building is returned to Lessor. Lessee represents that it is insured in all of its business activities and shall insure its interests in and obligations with respect to the Building. The Building shall be covered by a standard, comprehensive property insurance policy, covering the full replacement value of the Building with any insurance payment thereunder payable to Lessor. Lessee shall be responsible for any deductible amounts. If Lessee fails to obtain or maintain such insurance at Lessee's cost, Lessor may obtain such insurance, but Lessor shall not be obligated to do so. In the event of any damage to or loss or destruction of the Building occurring subject to insurance, Lessor may, at its sole election, determine to repair or replace the Building.

(b) Lessee shall maintain a general liability insurance policy in the minimum policy amount of \$1 million. Lessor shall be named as an additional insured under the policy. Lessee shall be responsible for any deductible amounts.

(c) Before the installation of the Building, Lessee shall provide Lessor a certificate of insurance verifying that Lessee has obtained the required insurance coverage.

11. The following shall constitute Events of Default: (a) Lessee fails to pay any rent or any other amount herein provided within 10 days after the same is due and payable; (b) Lessee fails to comply with any provisions of this Lease; (c) Lessee abandons the Building; (d) Lessee ceases doing business as a going concern; (e) any proceeding in bankruptcy, receivership or insolvency is commenced by or against Lessee or Lessee's property, or if Lessee makes an assignment for the benefit of creditors; (f) Lessee makes any misrepresentation or false statement as to Lessee's credit or financial standing in connection with the execution of this Lease; (g) Lessee commits any act of assignment, including permitting any other entity or person to use the Building; (h) Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other Building inventory; (i) Lessee breaches any of the terms of any loan or credit agreements, or defaults thereunder; and (j) if there is more than one lease existing between Lessor and Lessee, Lessee defaults under any other such lease.

12. Upon the occurrence of an Event of Default, and without prejudice to any other rights or remedies Lessor may have, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare the entire amount of rent for the minimum lease period immediately due and payable without further notice or demand to Lessee.

(b) Lessor may recover all rents and other amounts due as of the date of such default.

(c) Lessor and its agents may, without notice, liability or legal process, enter into any premises of or under control of Lessee or any agent of Lessee where the Building and its accessories may be believed to be located and attempt to repossess the Building, disconnecting and separating it from any other property and using all means necessary or reasonable to take possession of the Building and its accessories.

Lessee hereby waives any claim or cause of action of any kind whatsoever against Lessor growing out of the removal, repossession or retention of the Building, including, without limitation, claims for trespass or conversion.

(d) Lessor may obtain provisional process or injunctive relief to recover possession of the Building and its accessories. Lessee hereby waives any objection to such relief.

(e) Lessor may pursue any other remedy now or hereafter existing at law or in equity.

All such remedies are cumulative, and may be exercised concurrently or separately.

13. Rents and charges not received by Lessor within 30 days of the invoice date shall accrue a late charge of (a) 1 1/2 percent per month or (b) the maximum rate permitted by law, whichever is lower.

14. When the minimum term of this Lease exceeds 11 months, the rental charge shall be subject to adjustment, based upon the All Items Consumer Price Index ("CPI") for the United States (United States Bureau of Labor Statistics, 1967 base period) calculated as follows: For each change of one index point in the CPI, the rental rate shall be adjusted by a factor of 0.5 percent. Any adjustments shall take effect at the end of the sixth month following the commencement date of this Lease and will be further adjusted each six months thereafter. Said adjustment will be based on the most recent CPI indices before the invoicing of each rental charge.

15. Should the Lessee elect, for any reason, to terminate this Lease at any time before the end of the minimum lease period, the entire unpaid balance of the rent due hereunder shall immediately become due and payable. Such termination shall become effective only when the Building is returned in good condition to the location designated by Lessor and pays Lessor all unpaid rents and charges allocable to the returned Building.

16. If it has fulfilled all of its obligations under this Lease, Lessee has the option to extend this Lease in one-year increments after the expiration of the initial term hereof. All of the terms and provisions of this Agreement shall remain the same in the event of any such annual extension, except that the CPI adjustment described above shall be applicable to the first months of the extension. Should Lessee wish to so extend this Lease, Lessee must give Lessor 30 days' written notice of such election before the expiration of the term hereof or before the expiration of any previously extended term hereof.

17. Lessee shall, at Lessee's sole cost, obtain any and all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of the Building. Lessee shall provide for all maintenance, upkeep, repair, utilities and operational costs of any nature whatsoever pertaining to the Building in a careful manner so as not to expose the Building to damage. All permits, certificates of title or registration applicable to the Building shall reflect Lessor's ownership thereof.

18. Lessee shall not remove the Building from the Location without prior written approval from Lessor. Lessee shall notify Lessor immediately of any attempted levy or seizure of the Building and shall indemnify and hold Lessor harmless from and against any loss or damage resulting therefrom. Lessor may inspect the Building from time to time. If Lessor believes the Building to be overloaded beyond normal capacity or misused, abused or neglected, Lessor may summarily remove and repossess the Building upon five days' prior written notice to Lessee. In that event, Lessee shall be liable for the total unpaid amount for the minimum lease period.

19. If at any time Lessor retakes the Building and there is any other property owned by Lessee or in the custody or control of Lessee attached to or contained within the Building, Lessor may take possession of such other property and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of and at the sole expense of Lessee. In addition, Lessee shall indemnify, defend and hold Lessor harmless from and against any claims relating to damage to the property of Lessee or any other persons suffered or sustained during repossession of the Building by Lessor.

20. Lessee agrees that the Building will not be used for any residential purposes. Lessee shall not make or permit any unlawful use or handling of the Building and shall not, without Lessor's prior written consent, make or permit any changes, alterations or improvements in or to the Building or remove therefrom any parts, accessories or attachments.

21. This Lease may not be assigned by Lessee, nor may all or any part of the Building be sublet by Lessee without the prior written consent of Lessor. Lessor may assign this Lease and the rent.

22. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given upon delivering the same personally to an authorized representative of the party to be notified, or upon mailing such notice, by registered or certified mail, return receipt requested, to the party to be notified, at its address hereinafter set forth, or at such other address within the United States as the party to be notified may have designated prior thereto by written notice to the other party.

23. Each person signing this Lease represents and warrants that such person has all requisite power and authority necessary to execute this Lease and to perform the party's respective obligations hereunder and that this Lease is binding upon and enforceable against the party represented by that person. This Lease shall inure to the benefit of and shall be binding upon the respective successors in interest and permitted assigns of the parties hereto.

24. Lessee's obligations set forth herein shall survive the termination of this Lease.

25. This Lease contains the entire agreement and understanding between the parties and supersedes and replaces all prior or contemporaneous communications, understandings or agreements, whether verbal or written.

26. This Lease shall be governed by and construed in accordance with the laws of the state of Oregon. The exclusive venue for any dispute arising out of or related to this Lease shall be the Circuit Court of the State of Oregon in Marion or Multnomah County, at Lessor's option. However, nothing in this provision shall prevent Lessor from seeking equitable relief in any court with jurisdiction.

27. In the event of any dispute or claims arising out of or related to this Lease, the prevailing party shall be entitled to recover all litigation costs, including, without limitation, attorney fees and costs incurred at trial, on appeal, on review or in any bankruptcy proceeding.

28. All ideas, designs, arrangements, and plans indicated, represented or produced by Modern Building Systems Inc., are owned by, and the property of Modern Building Systems Inc. None of such ideas, designs, arrangements, or plans shall be used by any other person without prior written permission of Modern Building Systems Inc.



Providing Permanent and Temporary Building Solutions For Commercial Modular Buildings Since 1971 Including: Design Engineering Manufacturing Delivery Installation Leasing Financing

City of Covington
16720 SE 271st Street Suite 100
Covington, WA 98042

ATTN: Shellie Bates

Shellie,

Per our conversation June 10, 2015; this letter will serve as a 36 month extension on your current lease of a 24 x60, Units #1471 & 1472, Ser #2008.A.A66-A, extended on June 12, 2012, and attached here to. Your current lease expired(s) on 6/12/2015 and will now expire on 6/12/2018, with all previous terms and conditions to remain in effect. There will be no charge for this extension.

Modern Building Systems and the City of Covington mutually agree to waive the terms of paragraph 16 of the lease and extend the lease pursuant to the terms here in.

Please sign below as your acceptance of this agreement and return via fax as soon as possible.

Please feel free to call me with any questions at (253) 863-8863.

Signed

Date

Aumsville, OR
9493 Porter Road
P.O. Box 110
Aumsville, OR 97325

503-749-4949
Fax 503-749-4950

Lessor

Date

Pacific, WA
1550 Thornton Ave SW
Pacific, WA 98047

253-863-8863
Fax 253-863-8867

Sincerely,

West Sacramento, CA
605 Sutter St
W Sacramento, CA 95691

916-985-9852
Fax 916-985-9865

Lynn

Peachtree, GA
312 Crosstown Rd, #183
Peachtree, GA 30269
678-489-7071

800.682.1422
modernbuildingsystems.com

Agenda Item 3
Covington City Council Meeting
Date: June 30, 2015

SUBJECT: DISCUSS SELECTION OF CITIZEN AND HONORARY CITIZEN OF THE YEAR.

RECOMMENDED BY: Karla Slate, Communications and Marketing Manager

ATTACHMENT(S):

1. Nominations for Citizen of the Year and Honorary Citizen of the Year (to be provided separately).

PREPARED BY: Karla Slate, Communications and Marketing Manager

EXPLANATION:

In years past, the City has recognized Citizens of the Year for their contributions to the community of Covington. The person(s) selected will be honored by the City at the July 14 Council Meeting and at the Covington Days Festival on July 18. Previous Citizens of the Year include:

- 1998 Dianne Heide
- 1999 Eric Doan, Larry Harto, Margaret Harto, and Dr. William H. Modglin, Jr.
- 2000 Larry Clements and Sharon Clements
- 2001 Gerry Crick and Don Henning
- 2002 Mary Pritchard
- 2003 Steve Delvo
- 2004 Pat Sullivan
- 2005 Rob MacDonald
- 2006 Lloyd Evens
- 2007 Kevin Holland and Meg Holland
- 2008 Dave Lucavish
- 2009 Barbara Grohe
- 2010 Jean Young
- 2011 George and Susan Pearson
- 2012 Jeff Wagner
- 2013 Bryan Higgins
- 2014 Steven Pand

The City has also recognized non-residents of Covington as Honorary Citizens of the Year for their contributions to the community. Previous Honorary Citizens of the Year Include:

- 2001 Jim Ramseth and Pat Ramseth
- 2002 Katie Pagenkopf
- 2003 Bob Nelson
- 2004 Shar Wagers and Greg Wingard
- 2006 Sue Smith

2007 Hugh Kodama
2008 Sonia Foss
2009 Daniel Key
2010 Jim Schneider
2011 Richard and Ina Balash
2012 Leslie Hamada
2013 Julie Stein
2014 Krista Bates

In 2015, as in years past, promotional materials were prepared and distributed to announce that the City was accepting nominations and nomination forms were available online and at City Hall. Nominations were accepted from June 1 through June 25.

ALTERNATIVES:

- A. Re-open nomination period.
- B. Do not select a Citizen or Honorary Citizen of the Year.

FISCAL IMPACT:

None.

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

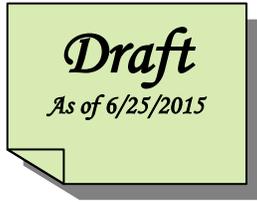
Councilmember _____ moves, Councilmember _____ seconds, to name _____ as Covington's Honorary Citizen of the Year for 2015.

Councilmember _____ moves, Councilmember _____ seconds, to name _____ as Covington's Citizen of the Year for 2015.

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

7:00 p.m. Tuesday, July 14, 2015 Regular Meeting

(Draft Agenda Attached)



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

Tuesday, July 14, 2015
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Hawk Property Update (Colin Lund)
- 2015 Citizen of the Year Proclamation
- 2015 Honorary Citizen of the Year Proclamation

RECEPTION FOR CITIZEN AND HONORARY CITIZEN OF THE YEAR

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: June 30, 2015 Special Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve WRIA 9 Interlocal Agreement Renewal (Vondran)

NEW BUSINESS

- 1. Discuss and Consider Amendments to Animal Control Regulations (Hart)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

- To Review the Performance of a Public Employee Pursuant to RCW 42.30.110(1)(g)

ADJOURN

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