



CITY OF COVINGTON
CITY COUNCIL SPECIAL MEETING AGENDA – 6:40 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.
www.covingtonwa.gov

Tuesday, September 11, 2018
7:00 p.m.

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

Council will interview an Economic Development Council applicant beginning at 6:40 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Mayor's Day of Concern for the Hungry Proclamation – (Johnston)
- Domestic Violence Awareness Month Proclamation – October 2018 (Victoria Throm)
- Recognition of 47th District Legislators

RECEPTION RECOGNIZING 47TH DISTRICT LEGISLATORS

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

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA

- C-1. Vouchers (Hendrickson)
- C-2. Authorize City Manager to Sign Statutory Warranty Deed for Public Right-of-Way in Association with Development of Covington Elementary School (Lyons)
- C-3. Authorize City Manager to Sign Youth & Amateur Sports Grant for Covington Community Park Phase 2 Project (Newton)
- C-4. Authorize City Manager to Sign Agreement with Puget Sound Energy for Master Lighting Services (Lindskov)

NEW BUSINESS

- 1. Consider Appointments to the Covington Economic Development Council (Council)
- 2. Discussion on Regional Involvement (Scott)
- 3. Overview of ClearGov (Hendrickson)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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

Consent Agenda Item C-1

Covington City Council Meeting

Date: September 11, 2018

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #37879 - #37956, including ACH payments in the amount of \$1,440,363.50, dated August 17, 2018; and Paylocity Payroll Vouchers #1009089596 - #1009089610 inclusive, plus employee direct deposits and wire transfers, in the amount of \$237,927.60, dated August 24, 2018.

PREPARED BY: Casey Parker, Senior Accountant

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #37879 - #37956, including ACH payments in the amount of \$1,440,363.50, dated August 17, 2018; Paylocity Payroll Vouchers #1009089596 - #1009089610 inclusive, plus employee direct deposits and wire transfers, in the amount of \$237,927.60, dated August 24, 2018.

Consent Agenda Item C-2

Covington City Council Meeting

Date: September 11, 2018

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A STATUTORY WARRANTY DEED FOR THE DEDICATION OF REAL PROPERTY, IN THE FORM OF PUBLIC RIGHT-OF-WAY IN ASSOCIATION WITH THE DEVELOPMENT OF COVINGTON ELEMENTARY SCHOOL KENT SCHOOL DISTRICT #415 (LU16-0005/0023 & LU16-0007/0023).

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

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

PREPARED BY: Salina Lyons, Principal Planner
Nelson Ogren, Development Review Engineer
Dafne Hernandez, Planning Intern

EXPLANATION:

Pursuant to the Director's Conditions of Approval ("Conditions") for the Covington Elementary School (Kent School District) City File Numbers LU16-0005/0023 and LU16-0007/0023, Kent School District #415 ("Developer") is required to dedicate and construct right-of-way as follows and identified in Attachment 1, Exhibit B:

1. 10 feet of right-of-way along 156th Ave SE and construct half street improvements from SE 256th St to SE 260th St.

Dedication along 156th Ave SE was modified during engineering review and construction to more adequately accommodate the right turn lane into the school property. The dedication width varies from 10 feet to 23 ft to 12 ft along 156th Ave SE from SE 256th St to SE 260th St as shown on in Attachment 1, Exhibit B.

2. 10 feet of right-of-way along SE 256 St.

The developer was not required to construct any street improvements within the dedication area; however, that does not preclude KSD from working with the city to identify minor improvements within the 10 ft. dedication area that may be necessary to accommodate safe walking refuge for students along SE 256th St.

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

ALTERNATIVES: None. This is a legally recorded document.

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

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to sign a Statutory Warranty Deed, in substantial form as that attached hereto, for the dedication of right-of-way to the city associated with the development of Covington Elementary School Kent School District #415 (LU16-0005/0023 and LU16-0007/0023).

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

ATTACHMENT 1

WHEN RECORDED RETURN TO:

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

Grantor: KENT SCHOOL DISTRICT #415

Grantee: City of Covington

Abbreviated Legal Description: A portion of revised parcels A, B, C and E, City of Covington BLA LU09-0009, recorded under recording no. 20100128900001. Situate in the Northeast quarter of the Northwest quarter of Section 26, Township 22 North, Range 5 East, W.M., in Covington, King County WA.

Assessor's Tax Parcel ID No. 8586400044, 8586400040, 8586400042, 8486400048

STATUTORY WARRANTY DEED

THE Grantor, Kent School District #415, City File No. LU16-0005/0023 and LU16-0007/0023, a Washington corporation, for and in consideration of mutual benefit and other good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the CITY OF COVINGTON, a Washington municipal corporation, and its successors and assigns, all of Grantor's right, title, and interest, and any after-acquired interest therein, in and to the following described real property situated in King County, Washington:

Full legal description of Property attached hereto as Exhibit A and B and incorporated herein by this reference.

The Grantor hereby covenants that Grantor is the owner in fee simple and the property is free of all liens and encumbrances, except any right, title, easement, or encumbrance of record, Grantor has good and legal right to convey the real property above-described and Grantor will pay all taxes and assessments due and owing on the property.

DATED THIS 6th day of August, 2018

GRANTOR

KENT SCHOOL DISTRICT #415

(Corporation Name)

By: 

(Signature)

Fred Long

(Typed/printed Name)

Director of Facilities

(Title)

Accepted on behalf of the City of Covington this _____ day of _____, 2018

CITY OF COVINGTON

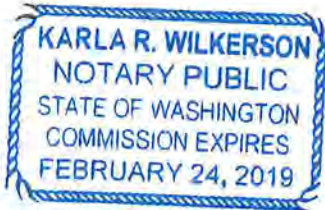
By: _____

Regan Bolli, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Fred Long, to me known to be the Director of Facilities of Kent School District, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Karla R. Wilkerson

Karla R. Wilkerson
NOTARY PUBLIC, in and for the State of
Washington, residing at Kent
My appointment expires 2-24-2019

EXHIBIT A

A PORTION OF REVISED PARCELS A, B, C AND E, CITY OF COVINGTON BOUNDARY LINE ADJUSTMENT LU09-0009 RECORDED UNDER RECORDING NUMBER 20100128900001, LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF THE NORTH 40.00 FEET OF SAID SUBDIVISION;

TOGETHER WITH THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF SAID SUBDIVISION;

TOGETHER WITH THE WEST 23.00 FEET OF THE EAST 53.00 FEET OF THE SOUTH 322.45 FEET OF THE NORTH 703.02 FEET, OF SAID SUBDIVISION.

CONTAINING 31,028 SQUARE FEET MORE OR LESS.

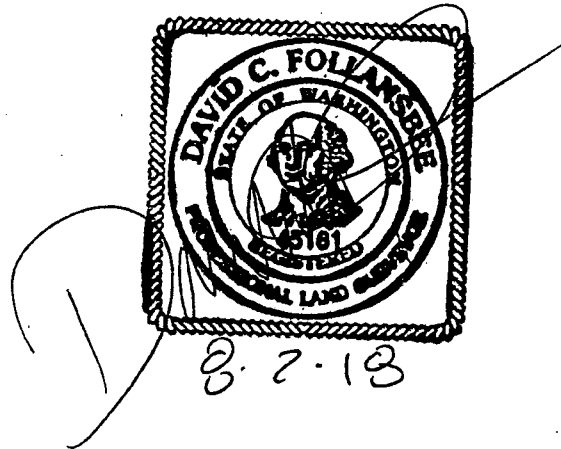
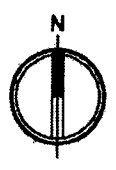
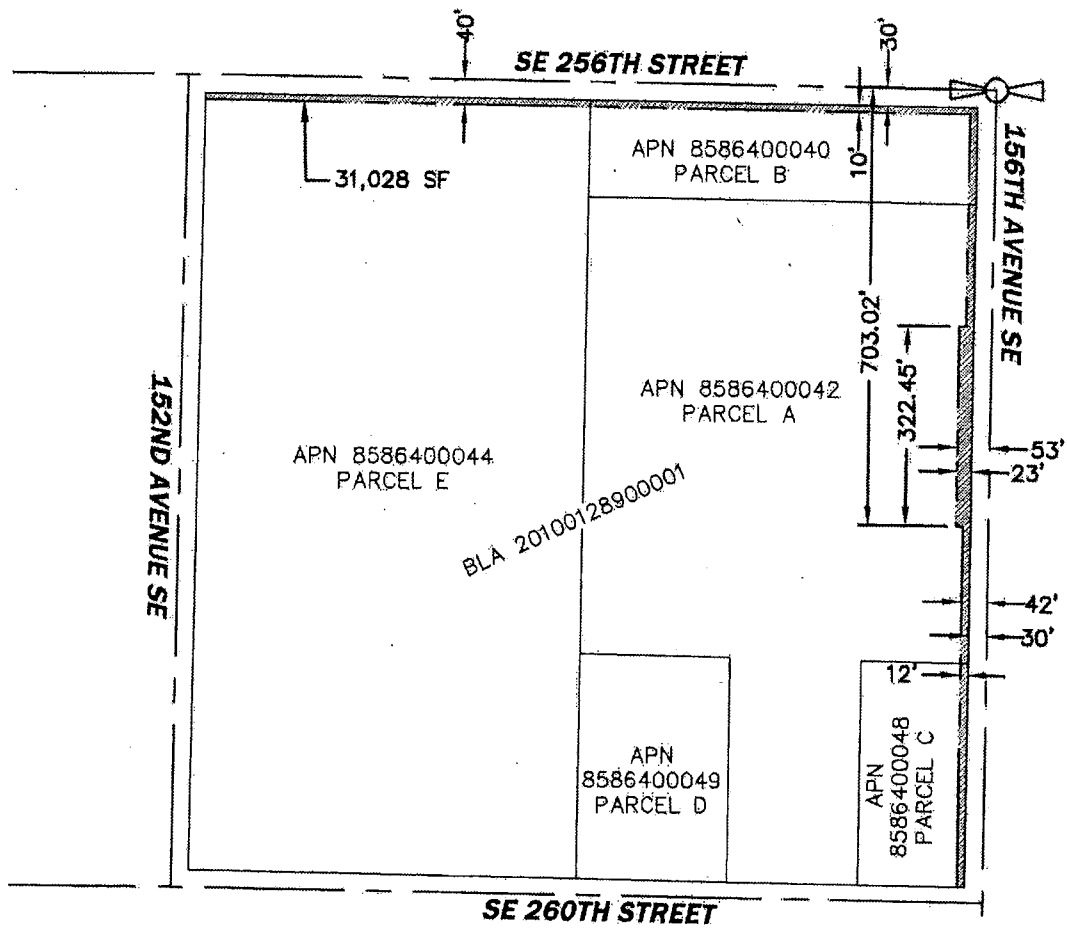
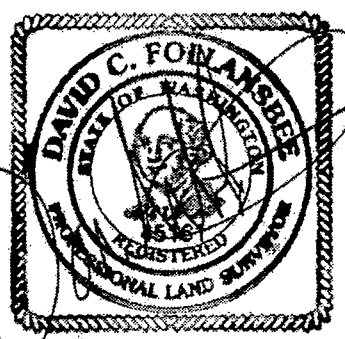


EXHIBIT "B"

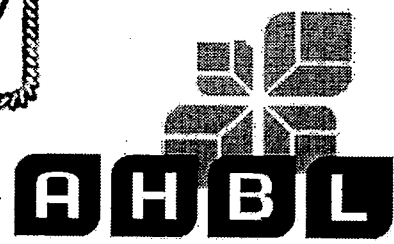


1"=300'



8.2.18

JOB NO. 2150828.50
 July 25, 2018
 ROW DEDICATION
 LEGAL BY: TD EXHIBIT BY: TD
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2215 North 30th Street,
 Suite 300,
 Tacoma, WA 98403
 253.383.2422 TEL
 253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

Consent Agenda Item C-3

Covington City Council Meeting

Date: September 11, 2018

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN THE YOUTH AND AMATEUR SPORTS GRANT AGREEMENT FOR THE COVINGTON COMMUNITY PARK PHASE 2 PROJECT.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):

1. King County Youth and Amateur Sports Grant Agreement

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

A \$65,000 King County Youth and Amateur Sports Grant (YASG) has been awarded to the City for the Covington Community Park (CCP) Phase 2 project with the support of King County Council Member Reagan Dunn. This funding has been part of the CCP Phase 2 project funding plan since it was included in the county's 2017-2018 budget. The county funds are now becoming available, but require execution of this grant agreement.

ALTERNATIVES:

1. Do not authorize the City Manager to execute the project agreement (this would require identifying alternative funding for the project).

FISCAL IMPACT:

Revenue from this King County YASG is \$65,000 and was approved as part of the City's 2018 operating budget.

Funding summary for the Covington Community Park Phase 2 Project: \$7,000,000 (80% of the project) is funded by the WA Department of Commerce (The Taxpayers of Washington State); \$704,000 (8%) is funded by the City of Covington; \$500,000 (6%) is funded by the federal Land Water and Conservation Fund program; \$500,000 (6%) is funded by the WA Washington Wildlife and Recreation Program; \$65,000 (1%) is funded by King County; \$30,688 (<1%) is funded by King Conservation District; and \$0 (0%) of nongovernmental sources are funding this project.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute the King County Youth and Amateur Sports Grant Agreement for Covington Community Park in substantial form as that presented.

REVIEWED BY:

Finance Director, City Attorney, City Manager



Youth and Amateur Sports Grant Agreement

Get Active / Stay Active Project

Department/Division: **Natural Resources and Parks / Parks and Recreation Division**

Agency: City of Covington

Project: Covington Community Park

Amount: \$65,000.00 Project: 1134124 Contract: 6023431

Term Period: **January 1, 2017** To **December 31, 2020**

THIS CONTRACT is entered into by KING COUNTY (the “County”), and City of Covington (the “Agency”), whose address is: 16720 SE 271st Street Suite 100, Covington, WA 98042

WHEREAS, the Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or are acts as a fiscal sponsor for such project;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund (“YASF”) Grant award to assist in projects that provide increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant project and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Scope of Services	Attached hereto as Exhibit I
<input checked="" type="checkbox"/>	Budget	Attached hereto as Exhibit II

2. **TERM OF CONTRACT**

This Agreement shall commence on January 1, 2017, and shall expire on the December 31, 2020, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

3. PREMISES

This grant project is located at:
17649 SE 240th Street, Covington, WA. 98042

4. PARTIES

All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

On behalf of County:

Butch Lovelace, YSFG Project Manager
King County Parks and Recreation Division
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of Agency:

Ethan Newton Parks & Recreation Director
City of Covington
16720 SE 271st Street Suite 100
Covington, WA 98042

Email: enewton@covingtonwa.gov
Phone: 253-480-2481 253-480-2481

5. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Agreement after the Agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice is received.
- B. The Agency shall submit its final invoice and all outstanding reports within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. OPERATING BUDGET

When a budget is attached hereto as **Exhibit II**, the Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, the Agency expects that the cumulative amount of transfers among the budget categories, i.e. Project Tasks, may exceed ten percent (10%) of the Agreement amount, then the Agency shall notify County to request approval. Supporting documents necessary to explain fully the nature and purpose of the change(s) and an amended budget must accompany each request for such approval. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize County as a fiscal sponsor for the grant project in the following manner:

- A. Events: The Agency shall invite and recognize “King County Parks” at all events promoting the project, and at the final project dedication.
- B. Community Relations: The Agency shall recognize “King County Parks” as a fiscal sponsor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. PRIORITY OF USE; PUBLIC ACCESS; SCHEDULING

These funds are provided for the purpose of developing and/or project sports activities for, but not exclusively serving, persons under 21 years of age, and low and moderate income communities within King County. Fees for the project shall be no greater than those generally charged by public operators or project providers in King County.

9. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

10. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and project records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

11. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon reasonable notice during normal business hours.

12. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

13. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

14. TERMINATION

- A. The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

15. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall

not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

16. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

17. INSURANCE

- A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, the Agency and its subcontractors shall procure and maintain coverage and limits for no less than the following:
 - 1. Commercial General Liability. Insurance Service "occurrence" form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

2. Automobile Liability. *If activities require vehicle usage*. Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 “any auto”. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars (\$1,000,000) per occurrence.
 3. Workers Compensation/Stop Gap. *If the recipient or its contractor(s) has/have employees*. Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars (\$1,000,000) per occurrence.
 4. Professional Liability. *If the grant includes the use of Professional Services*. Professional Liability coverage shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand (\$5,000) in value, the Agency shall provide “All Risk” Builders Risk or Property coverage for the full replacement value of the project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.
- C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency’s and its contractor(s’) commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor’s negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.

The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best’s rating of no less than A-VIII. Within five (5) business days of County’s request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. If the Agency is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.
- H. **The Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement.** The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain

insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

18. ANTI-DISCRIMINATION

King County Code chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, religion, national origin, sexual orientation, gender identity or expression, marital status or the presence of any sensory, mental, or physical disability unless based upon a bonafide occupational qualification, or age except by minimum age and retirement provisions, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, religion, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements. [Community Partner Name] shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

19. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed project at its own sole expense and risk. The Agency shall maintain the completed project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the project in any way.
- B. The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **The Agency's duties under this Section shall survive the expiration of this Agreement.**

22. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number, email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

23. ASSIGNMENT

The Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

24. CONTRACT AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

25. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

26. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

27. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

28. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

29. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

30. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

31. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

32. PERMITS AND LICENSES

The Agency shall design, develop and construct the Project in accordance will all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. The Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

34. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

35. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

City of Covington

FOR

King County Executive

Signature

Date

NAME (Please type or print), Title

Date



Youth and Amateur Sports Grant

Scope of Services

The Covington Community Park Phase 2 project includes many components, including a restroom and concessions building, open-air stage with vegetated roof, open-air standard and large picnic shelters and a trash enclosure. Associated site and landscape improvements include a parking lot, asphalt and crushed rock surface trails, children’s play area, exercise area, tennis court, planting and wetland mitigation and 180th Avenue frontage improvements. The work of the project includes but is not limited to: stripping, earthwork and grading; cast in place concrete walls and seat walls, curbs and pavement; erosion and sediment control; crushed rock bases and asphalt pavement; wood and chain link fencing; wood and metal kiosk with metal roof; site furnishings; play and exercise equipment; water service and drinking fountain; sanitary sewer; electrical service and outlets; storm drainage, including bio-retention cells and swales and play area under-drainage; irrigation; and planting preparation and planting.

Grant funds will be spent on play area surfacing (highlighted in yellow on the uploaded budget/SOV file), which is anticipated to expend this grant amount. If additional grant funds are available, they will be spent on other project elements that relate to youth health and fitness activities.

CONTINUATION SHEET

To Owner: City of Covington **Project:** Covington Community Park Phase 2
Attn: Mary Gardocki
Address: 16270 SE 271st Street
 Covington, WA 98042

Architect: McLeod Reckord **Contractor:** Tapani Inc. **Billing Period:**
Attn: Michael Lipko Leo Koskiniemi
Address: 110 Prefontaine Pl S PO Box 1900
 Seattle, WA 98104 Battle Ground, WA 98042

BI #	Park Improvements	Estimated Value	% Previously Billed	Amount Previously Billed	% This Period	Amount Current Billing	% Billed Total	Amount Billed Total	Amount Remaining	Sales Tax %	Sales Tax Amount
1	Mobilization and Demobilization	\$ 644,910.38	0%	\$ -		\$ -	0%	\$ -	\$ 644,910.38	8.6%	\$ -
1	Erosion Control	\$ 60,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 60,000.00	8.6%	\$ -
1	Clearing and Grubbing	\$ 100,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 100,000.00	8.6%	\$ -
1	Strip, Stockpile, and Re-Embank Organics	\$ 175,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 175,000.00	8.6%	\$ -
1	General Excavation and Embankment	\$ 275,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 275,000.00	8.6%	\$ -
1	Import and Embank Fill as Needed	\$ 50,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 50,000.00	8.6%	\$ -
1	Soft Surface Trails	\$ 45,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 45,000.00	8.6%	\$ -
1	Subgrade Prep for Planter Beds Along Woodland Trails	\$ 30,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
1	West Turn Around Grading and Rock Placement	\$ 40,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 40,000.00	8.6%	\$ -
1	Main Parking Lot Grading and Rock Placement	\$ 235,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 235,000.00	8.6%	\$ -
1	Main Access Trail Grading and Rock Placement	\$ 100,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 100,000.00	8.6%	\$ -
1	Storm	\$ 200,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 200,000.00	8.6%	\$ -
1	Underdrain for Play Area and Lawn	\$ 50,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 50,000.00	8.6%	\$ -
1	Sewer	\$ 100,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 100,000.00	8.6%	\$ -
1	Grinder Pump Station	\$ 25,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 25,000.00	8.6%	\$ -
1	Water	\$ 125,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 125,000.00	8.6%	\$ -
1	Concessions and Restroom Building		0%								\$ -
1	Division 3 - Concrete Footings	\$ 80,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 80,000.00	8.6%	\$ -
1	Division 3 - Concrete slab	\$ 40,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 40,000.00	8.6%	\$ -
1	Division 6 - Wall Framing	\$ 50,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 50,000.00	8.6%	\$ -
1	Division 7 - Wall Insulation	\$ 20,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	Division 5 - Steel W Beams	\$ 125,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 125,000.00	8.6%	\$ -
1	Division 6 - Wood roof Deck (Incl. T&G, Sheathing)	\$ 70,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 70,000.00	8.6%	\$ -
1	Division 7 - Metal Roof & Ceiling Insulation (Incl. Metal Trellis)	\$ 110,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 110,000.00	8.6%	\$ -
1	Division 8 - Overhead Doors	\$ 40,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 40,000.00	8.6%	\$ -
1	Division 8 - Man doors	\$ 20,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	Division 9 - Drywall	\$ 15,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 15,000.00	8.6%	\$ -
1	Division 6 - Finish Carpentry	\$ 10,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Division 22 - Plumbing	\$ 70,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 70,000.00	8.6%	\$ -
1	Division 9 - Painting/Coatings	\$ 20,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	Kiosk	\$ 35,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 35,000.00	8.6%	\$ -
1	Stage		0%								\$ -
1	Division 3 - Concrete Support for Columns	\$ 30,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
1	Division 5 - Steel W Beams	\$ 80,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 80,000.00	8.6%	\$ -
1	Division 6 - Wood Roof Deck	\$ 20,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	Division 7 - Metal Siding	\$ 60,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 60,000.00	8.6%	\$ -
1	Standard Picnic Shelter #1		0%								\$ -
1	Grading, Rock, and Prep	\$ 15,000.00	0%	\$ -		\$ -	0%	\$ -	\$ 15,000.00	8.6%	\$ -

1	Division 3 - Concrete Support for Columns	\$ 15,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 15,000.00	8.6%	\$ -
1	Division 5 - Steel W Beams	\$ 30,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
1	Division 6 - Wood roof Deck (Incl. T&G)	\$ 20,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	Division 7 - Metal Roof	\$ 40,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 40,000.00	8.6%	\$ -
1	Large Picnic Shelter		0%							\$ -
1	Grading, Rock, and Prep	\$ 15,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 15,000.00	8.6%	
1	Division 3 - Concrete Support for Columns	\$ 20,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	Division 5 - Steel W Beams	\$ 40,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 40,000.00	8.6%	\$ -
1	Division 6 - Wood roof Deck (tongue and groove)	\$ 30,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
1	Division 7 - Metal Roof	\$ 30,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
1	Site Concrete Walls and Foundation		0%					\$ -		\$ -
1	Entrance Gate foundation	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Net Jungle Gym Foundation	\$ 20,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	Moon gate foundation	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Palisades Boulder foundation	\$ 5,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 5,000.00	8.6%	\$ -
1	Retaining wall Around tennis Court	\$ 60,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 60,000.00	8.6%	\$ -
1	Seat Walls	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	12" Wide Walls	\$ 20,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	18" Wide Walls	\$ 15,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 15,000.00	8.6%	\$ -
1	Site Concrete Flatwork		0%							
1	Onsite - Concrete Pavement	\$ 148,300.00	0%	\$ -	\$ -	0%	\$ -	\$ 148,300.00	8.6%	\$ -
1	Onsite - CIP Concrete Curb and Flush CIP Curb	\$ 110,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 110,000.00	8.6%	\$ -
1	Onsite - ADA Curb Ramp Type 1	\$ 2,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 2,000.00	8.6%	\$ -
1	Onsite - ADA Maintenance Ramp	\$ 2,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 2,500.00	8.6%	\$ -
1	Onsite - ADA Curb Ramp Type 2	\$ 11,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 11,000.00	8.6%	\$ -
1	Onsite - Detectable Warning Plate at Parking Lot HMA	\$ 1,200.00	0%	\$ -	\$ -	0%	\$ -	\$ 1,200.00	8.6%	\$ -
1	Onsite - Concrete Mow Strip at Tennis Court	\$ 25,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 25,000.00	8.6%	\$ -
1	Onsite - Truncated Domes	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Onsite - CIP Concrete Runnel	\$ 14,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 14,000.00	8.6%	\$ -
1	Onsite - Heavy Duty CIP Concrete Pavement	\$ 58,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 58,000.00	8.6%	\$ -
1	Onsite - CIP Concrete Stairs	\$ 78,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 78,000.00	8.6%	\$ -
1	Onsite - Concrete Work for Footbridges in Parking Lot	\$ 19,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 19,000.00	8.6%	\$ -
1	Onsite - Concrete Curb at Play Area	\$ 63,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 63,000.00	8.6%	\$ -
1	Onsite - Concrete Accessible Ramp at Play Area	\$ 1,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 1,000.00	8.6%	\$ -
1	Onsite - Decorative Concrete Band	\$ 14,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 14,000.00	8.6%	\$ -
1	Asphalt Paving		0%							
1	Paved Trails – Main Access & Spurs	\$ 18,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 18,000.00	8.6%	\$ -
1	Parking Lot Paving – Base Lift	\$ 32,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 32,000.00	8.6%	\$ -
1	Parking Lot Paving – Top Lift	\$ 30,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
1	Tennis Court Paving	\$ 15,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 15,000.00	8.6%	\$ -
1	Striping (Incl Crosswalks and ADA Stall Symbols)	\$ 3,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 3,000.00	8.6%	\$ -
1	Landscaping		0%							
1	Wetlands Mitigation Planting/Soils	\$ 174,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 174,000.00	8.6%	\$ -
1	Bioretention Cells	\$ 32,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 32,000.00	8.6%	\$ -
1	Import topsoil	\$ 162,200.00	0%	\$ -	\$ -	0%	\$ -	\$ 162,200.00	8.6%	\$ -
1	Seeding	\$ 11,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 11,000.00	8.6%	\$ -
1	Planting	\$ 141,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 141,000.00	8.6%	\$ -
1	Mulch	\$ 19,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 19,000.00	8.6%	\$ -
1	Wetland and Temporary Irrigation	\$ 210,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 210,000.00	8.6%	\$ -
1	Permanent Irrigation	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Green Roof 2.02 through 2.05	\$ 26,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 26,000.00	8.6%	\$ -
1	Electrical		0%							
1	Electrical - Poles, Light Fixtures, and Vehicle Charging Station	\$ 132,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 132,000.00	8.6%	\$ -
1	Electrical - Switchgear	\$ 41,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 41,000.00	8.6%	\$ -
1	Electrical - Trenching and Conduit	\$ 52,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 52,000.00	8.6%	\$ -
1	Electrical - Vaults and Junction Boxes	\$ 29,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 29,000.00	8.6%	\$ -
1	Electrical - Concrete Foundations	\$ 29,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 29,000.00	8.6%	\$ -

1	Electrical - Building Electrical Rough-In	\$ 33,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 33,000.00	8.6%	\$ -
1	Electrical - Wire and Cable	\$ 30,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
1	Electrical Punchlist and Closeout	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Site Furnishings		0%							
1	Fencing	\$ 30,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
1	Wheel Stops in Parking Lot	\$ 3,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 3,000.00	8.6%	\$ -
1	Picnic Tables	\$ 60,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 60,000.00	8.6%	\$ -
1	Bike Racks	\$ 1,700.00	0%	\$ -	\$ -	0%	\$ -	\$ 1,700.00	8.6%	\$ -
1	Bench on Conc Pavement	\$ 60,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 60,000.00	8.6%	\$ -
1	Grills and Concrete Countertops	\$ 6,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 6,000.00	8.6%	\$ -
1	Children's Chalk Zone Storage Box (Dtl 6, L5.7)	\$ 800.00	0%	\$ -	\$ -	0%	\$ -	\$ 800.00	8.6%	\$ -
1	Pet Waste Station	\$ 1,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 1,500.00	8.6%	\$ -
1	Litter Receptacle	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	ID Sculpture the Palisades Climbing Boulder (CB001	\$ 20,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
1	Landscape Structures Zipkrooz Assisted 50 Ft (1962	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Landscape Structures Zipkrooz 50 Ft. (194663)	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Landscape Structures Rhapsody Vivo (21441)	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Landscape Structures Kundu Drum (21444)	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Landscape Structures Kettle Drum (21445)	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Landscape Structures Healthbeat Squat Press (19246	\$ 7,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 7,500.00	8.6%	\$ -
1	Landscape Structures Healthbeat Pull Up/Dip (19246	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Landscape Structures Healthbeat Hand Cyclor (20593	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Landscape Structures Healthbeat Elliptical (192457	\$ 7,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 7,500.00	8.6%	\$ -
1	Landscape Structures Healthbeat Balance Steps (192	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Landscape Structures Healthbeat Assisted Row / Pus	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Landscape Structures Healthbeat Ab Crunch / Leg Li	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Landscape Structures Goblet Drum (21443)	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Kompan Supernova (GY916000)	\$ 7,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 7,500.00	8.6%	\$ -
1	Kompan Stinger (ELE400020E)	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Kompan Hopper (ELE400022)	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Kompan Corocord 16-3064-1C1 w/ Custom Edge (ELE590	\$ 100,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 100,000.00	8.6%	\$ -
1	Gametime Powerscape Swing (Add-a-Bay)(81599)	\$ 7,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 7,500.00	8.6%	\$ -
1	Gametime Powerscape Swing (81598)	\$ 7,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 7,500.00	8.6%	\$ -
1	Gametime Expression Swing (5145)	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Gametime Belt Seat Package (SS8918)	\$ 4,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 4,000.00	8.6%	\$ -
1	Precast Conc w/ Wood Top (Dtl 5, L5.6)	\$ 7,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 7,500.00	8.6%	\$ -
1	Precast Conc Moon Gate	\$ 25,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 25,000.00	8.6%	\$ -
1	Park Entry Sign	\$ 25,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 25,000.00	8.6%	\$ -
1	All Other Signage	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Bollards	\$ 10,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 10,000.00	8.6%	\$ -
1	Play Area Surfacing EWF	\$ 6,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 6,000.00	8.6%	\$ -
1	Play Area Surfacing - Synthetic Turf	\$ 60,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 60,500.00	8.6%	\$ -
1	Eco Blocks Stacked 2 High	\$ 1,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 1,500.00	8.6%	\$ -
1	Tennis Court Complete (Excl Fencing)	\$ 35,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 35,000.00	8.6%	\$ -
		Total Incl Tax:	\$ 6,437,927.87					BI #1 Current Excl Tax:	\$ -	
								Sales Tax (8.6%):	\$ -	
								Total BI #1 Current:	\$ -	
								BI #1 Total Billed Previous:	\$ -	
								BI #1 Billed Total:	\$ -	
								BI #1 Remaining to Bill:	\$ 6,437,927.87	
2	180th Ave SE Frontage Improvements Station 4+30 to 13+00			\$ -						\$ -
2	Erosion Control	\$ 5,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 5,000.00	0.0%	\$ -
2	Traffic Control	\$ 5,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 5,000.00	0.0%	\$ -
2	Grading and Earthwork	\$ 30,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 30,000.00	0.0%	\$ -
2	Grind	\$ 5,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 5,000.00	0.0%	\$ -

2	Storm	\$ 25,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 25,000.00	0.0%	\$ -
2	Electrical	\$ 25,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 25,000.00	0.0%	\$ -
2	Road Prep and Rock	\$ 31,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 31,000.00	0.0%	\$ -
2	Frontage Improvements - Curb and Gutter	\$ 41,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 41,000.00	0.0%	\$ -
2	Frontage Improvements - Sidewalk	\$ 51,200.00	0%	\$ -	\$ -	0%	\$ -	\$ 51,200.00	0.0%	\$ -
2	Frontage Improvements - ADA Ramps	\$ 7,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 7,000.00	0.0%	\$ -
2	Road Widening – ATB & Base Lift of Asphalt	\$ 18,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 18,000.00	0.0%	\$ -
2	Road Widening – Top & Overlay	\$ 15,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 15,000.00	0.0%	\$ -
2	Road Striping	\$ 1,800.00	0%	\$ -	\$ -	0%	\$ -	\$ 1,800.00	0.0%	\$ -
		Total:		\$ 260,000.00				BI #2 Current:	\$ -	
								BI #2 Billed Previous:	\$ -	
								BI #2 Billed Total:	\$ -	
								BI #2 Remaining to Bill:	\$ 260,000.00	
										\$ -
A1	180th Ave SE Frontage Improvements Station 1+00 to 4+90									\$ -
A1	Erosion Control	\$ 5,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 5,000.00	0.0%	\$ -
A1	Grading and Earthwork	\$ 55,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 55,000.00	0.0%	\$ -
A1	Electrical	\$ 2,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 2,500.00	0.0%	\$ -
A1	Landscape	\$ 12,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 12,000.00	0.0%	\$ -
A1	Storm	\$ 15,500.00	0%	\$ -	\$ -	0%	\$ -	\$ 15,500.00	0.0%	\$ -
A1	Frontage Improvements - Curb and Gutter	\$ 12,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 12,000.00	0.0%	\$ -
A1	Frontage Improvements - Sidewalk	\$ 11,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 11,000.00	0.0%	\$ -
A1	Road Widening – ATB & Base Lift of Asphalt	\$ 7,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 7,000.00	0.0%	\$ -
A1	Road Widening – Top & Overlay	\$ 5,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 5,000.00	0.0%	\$ -
		Total:		\$ 125,000.00				BI #A1 Current:	\$ -	
								BI #A1 Billed Previous:	\$ -	
								BI #A1 Billed Total:	\$ -	
								BI #A1 Remaining to Bill:	\$ 125,000.00	
										\$ -
A2	Standard Picnic Shelter West of Children's Play Area									\$ -
A2	Grading, Rock, and Prep	\$ 15,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 15,000.00	8.6%	\$ -
A2	Picnic Shelter									\$ -
A2	Division 3 - Concrete Support for Columns	\$ 20,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
A2	Division 5 - Steel W Beams	\$ 30,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 30,000.00	8.6%	\$ -
A2	Division 6 - Wood Roof Deck (tongue and groove)	\$ 20,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 20,000.00	8.6%	\$ -
A2	Division 7 - Metal Roof	\$ 40,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 40,000.00	8.6%	\$ -
A2	Division 11 - Site Furnishings	\$ 8,000.00	0%	\$ -	\$ -	0%	\$ -	\$ 8,000.00	8.6%	\$ -
		Total Incl Tax:		\$ 144,438.00				BI #A2 Current Excl Tax:	\$ -	
								Sales Tax (8.6%):	\$ -	
								Total BI #A2 Current:	\$ -	
								BI #A2 Total Billed Previous:	\$ -	
								BI #A2 Billed Total:	\$ -	
								BI #A2 Remaining to Bill:	\$ 144,438.00	
A3	Storage Shed with Heavy Duty Concrete Ramps & Planting									
A3	Grading, Rock, and Prep	\$ 6,500.00		\$ -	\$ -	0%	\$ -	\$ 6,500.00	8.6%	\$ -
A3	Concrete Flatwork	\$ 1,500.00		\$ -	\$ -	0%	\$ -	\$ 1,500.00	8.6%	\$ -
A3	Electrical	\$ 7,000.00		\$ -	\$ -	0%	\$ -	\$ 7,000.00	8.6%	\$ -
A3	Storage Shed	\$ 9,000.00		\$ -	\$ -	0%	\$ -	\$ 9,000.00	8.6%	\$ -
		Total Incl Tax:		\$ 26,064.00				BI #A3 Current Excl Tax:	\$ -	
								Sales Tax (8.6%):	\$ -	
								Total BI #A3 Current:	\$ -	
								BI #A3 Total Billed Previous:	\$ -	

Consent Agenda Item C-4

Covington City Council Meeting

Date: September 11, 2018

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PUGET SOUND ENERGY (PSE) FOR THE MASTER LIGHTING SERVICES AGREEMENT NO. 45.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Master Lighting Services Agreement No. 45

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:

PSE proposes this agreement to be made between the City and PSE regarding Lighting Services Agreements. Last year PSE worked with their contract management and legal teams to enhance their street lighting agreements to more specifically detail the obligations of each party. To that end they created a Master Lighting Services Agreement, which serves as an umbrella terms & conditions agreement for all lighting services. Once signed by both parties, all future projects will be linked to this Master Lighting Services Agreement through separate Exhibit A Customer Street Lighting Orders. In the past the City has received signed Authorization Letters from PSE/Intolight which details work to be completed and requires authorization signatures by both parties, for every lighting installation.

This Master Lighting Services Agreement No. 45 streamlines lighting installations by removing the need for signed authorization letters on every individual lighting installation. The Master Lighting Services Agreement provides more clarification for what is expected from both parties, in writing. Once the Master Service Agreement is signed, only the need for Exhibit A type letters will be needed for each individual and specific project.

ALTERNATIVES:

Keep the individual Lighting Services Agreements completely separate and require signed Authorization Letters from PSE for each individual lighting installation.

FISCAL IMPACT:

PSE is in the business of, among other things, providing custom lighting services (“Lighting Services”) under and pursuant to Schedule 51, Schedule 52, Schedule 53 and/or any other applicable schedule included in PSE’s Electric Tariff G (each, a “Schedule”) on file with the Washington Utilities and Transportation Commission (“WUTC”). As their Electric Tariff G schedules are fixed by the Washington Utilities and Transportation Commission, there should be no additional fiscal impacts to the City regarding service costs. However, the City will be solely responsible for any costs relating to the acquisition of any and all operating rights, permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions, or any other form of review or approval necessary or convenient for the Services

(collectively, "Permits"). The City will be solely responsible for any costs related to the acquisition of any and all easements, right-of-ways, or any other property rights necessary or convenient for the Services. The City shall also be solely responsible for, or shall reimburse PSE for, all costs and expenses for any construction or installation services necessary to perform the Services as set forth in each Order.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to enter into an agreement with Puget Sound Energy regarding the Master Lighting Services Agreement No. 45.

REVIEWED BY: City Manager, Finance Director, City Attorney

**MASTER LIGHTING SERVICES AGREEMENT
NO. 45**

This Master Lighting Services Agreement (this “Agreement”) is made effective as of April 4th, 2018 (the “Effective Date”), by and between Puget Sound Energy, Inc. (“PSE”), and The City of Covington (“Customer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. PSE is in the business of, among other things, providing custom lighting services (“Lighting Services”) under and pursuant to Schedule 51, Schedule 52, Schedule 53 and/or any other applicable schedule included in PSE’s Electric Tariff G (each, a “Schedule”) on file with the Washington Utilities and Transportation Commission (“WUTC”).

B. The Customer desires PSE to provide certain Lighting Services to the Customer as set forth in each Custom Street Lighting Order, substantially in the form attached hereto as Exhibit A to this Agreement, entered into by the Parties from time to time during the term of this Agreement that references this Agreement and is signed by both Parties (each, an “Order”).

D. PSE is willing to provide such Lighting Services to the Customer subject to and in accordance with the terms and conditions set forth in this Agreement, in the applicable Order and in the associated Schedule.

AGREEMENT

The Parties, therefore, agree as follows:

Section 1. Lighting Services

1.1 Products and Services. PSE will provide to the Customer the Lighting Services set forth in each Order and the most current version of the Schedule applicable to the Lighting Services covered by such Order (the “Services”). Each Order will describe and identify the Lighting Services and the associated Schedule applicable to the Lighting Services covered by the Order and set forth all materials, information, property and other items provided for, used or incorporated into the Services (collectively, the “Facilities”). Each such Order and associated Schedule are hereby incorporated into and made a part of this Agreement by this reference.

1.2 Performance of Services. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, including the applicable Schedule(s), PSE shall use reasonable efforts to perform the Services. PSE shall perform the Services in accordance with the schedule provided in the applicable Order or associated Schedule with reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Services.

1.3 Adjustments to the Services. PSE shall notify the Customer in writing of any reasonably anticipated adjustments to the Services that result from delays in PSE’s performance of the Services caused by the Customer (or its agents, servants, employees, contractors, subcontractors, or representatives), or any conditions beyond PSE’s control. The Parties

acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Services. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use reasonable efforts to promptly respond to such requirements.

1.4 Performance by Customer. The Customer shall pay PSE for the Services in accordance with the applicable Order and the associated Schedule. In the event the Customer is unable to perform any of its obligations under this Agreement to PSE's satisfaction, the Parties shall use reasonable efforts to adjust the Services to allow additional time for the Customer to perform such obligations. If the Parties cannot reasonably agree upon such a schedule adjustment, PSE may, at its option, terminate this Agreement by giving written notice to the Customer, and the Customer shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 1.5.

1.5 Term and Termination. The term of this Agreement will commence on the Effective Date and will end thirty (30) days after the expiration or termination of all Orders entered into by the Parties under this Agreement, unless earlier terminated by mutual written agreement of the Parties. Service under each Order is effective for as long as such Order remains in effect, as specified in the Order and/or in the then-current version of the Schedule applicable to the Lighting Services covered by the Order. The effect of termination of any given Order, including the Parties' respective responsibilities for the costs of removal or salvage of any Facilities associated with the Services, will be as set forth in the Order or associated Schedule.

Section 2. Permits.

The Customer shall be solely responsible for any costs related to the acquisition of any and all operating rights, permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval necessary or convenient for the Services (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Services, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Services and all rights of appeal with respect to the Permits shall have been exhausted. The Customer shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

Section 3. Easements.

The Customer shall be solely responsible for any costs related to the acquisition of any and all easements, right-of-ways, or any other property rights necessary or convenient for the Services (collectively, "Easements"). The Easements shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence performance of the Services, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Easements necessary for the Services and all rights of appeal with respect to the Easements shall have been exhausted. The Customer shall be responsible for performance of and any costs associated with any mitigation required by the Easements.

Section 4. Construction Services

4.1 Construction Services. The Customer shall be solely responsible for, or shall reimburse PSE for, all costs and expenses for any construction or installation services necessary to perform the Services as set forth in each Order (“Construction Services”), which may include any restoration costs and/or the removal of excavated materials; costs and expenses to relocate or rebury Facilities if the area is not within grade; costs and expenses for trenching and backfilling of pole holes; costs and expenses associated with any unforeseen soil or pavement conditions that would increase the cost of service; and all costs and expenses associated with any other unforeseen Construction Services that would increase the cost of service. The costs for the Construction Services (“Construction Costs”) shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the costs enumerated in this Section, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

4.2 Payment. The Customer shall pay PSE for the Construction Costs in accordance with the applicable Order.

Section 5. Transfer of Assets

If the Customer and PSE have agreed that, as part of any Order, the Customer shall transfer certain assets to PSE, Customer shall, contemporaneously with the execution of the applicable Order, duly execute and deliver to PSE a Bill of Sale in form and content as mutually agreed upon between the Parties and, pursuant to the terms of the Bill of Sale, sell, transfer, assign, convey and deliver to PSE all right, title and interest in the assets set forth or otherwise described in the Bill of Sale.

Section 6. Disclaimers and Limitation of Liability

6.1 Disclaimer. Without limiting any express obligations PSE has under this Agreement or under the applicable Order or associated Schedule (or other applicable tariff on file with the WUTC), PSE makes no representations or warranties of any kind, express or implied, with respect to the Services or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

6.2 Limitation of Liability. In no event shall PSE be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Services or this Agreement.

Section 7. Miscellaneous

7.1 Tariffs Control. This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC, including the applicable Schedule(s). In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

7.2 Survival. Sections 1.5, 4.2, 5, 6 and 7 shall survive any expiration or termination of this Agreement. Except as otherwise provided herein, following expiration or termination of this Agreement neither Party shall have any further obligations arising under this Agreement.

7.3 Waiver. The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision.

7.4 Entire Agreement. This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by both Parties.

7.5 Force Majeure. In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Services or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

7.6 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Notice. Any notice or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person or mailed to the attention of the signatories below. Either Party may change such address or contact by written notice to the other Party.

7.8 Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington without reference to its choice of law provisions. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

In witness whereof, the Parties have executed this Agreement as of the date set forth above.

PSE:

Puget Sound Energy, Inc.

By _____

Its _____

Address: _____

Attn: _____

Customer:

By _____

Its _____

Address: _____

Attn: _____

EXHIBIT A

Form of Street Lighting Order

PROJECT NAME:
LOCATION:

Order #:

STREET LIGHTING ORDER – SCHEDULE 53

This Street Lighting Order (this “Order”), dated _____, is made and entered into by and between PUGET SOUND ENERGY, INC. (“PSE”) and _____ (“Customer”) (each a “Party,” and collectively the “Parties”) under and pursuant to the terms of that certain Master Lighting Services Agreement No. 33, dated _____, between the Parties (the “Agreement”). This Order covers certain Lighting and Construction Services authorized by this Order and is, along with the associated Schedule, incorporated into and made a part of the Agreement. Unless specifically defined otherwise herein, terms used in this Order with initial letters capitalized have the meanings given them in the Agreement. The Parties agree as follows:

ASSOCIATED SCHEDULE:

This Order is also entered into between the Parties in accordance with PSE’s Schedule 53, Electric Tariff G, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

LIGHTING SERVICES DESCRIPTION:

The installation charge of the listed lighting units was estimated to be _____.

Description:

CONSTRUCTION SERVICES DESCRIPTION:

BILLING:

Billing under this Order will be in accordance with the terms and conditions contained in the terms & conditions of Schedule 53, Electric Tariff G, and the Agreement, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

The basis of the monthly energy charge for the Lighting Services as currently constituted under Rate Schedule 53 is as follows:

For Construction Services and Costs, these costs will be billed as follows:

Upon completion of the Construction Services, PSE shall provide the Customer with an invoice for the Construction Costs incurred by PSE. Customer shall remit payment to PSE for the Construction Costs within thirty (30) days of receiving the invoice.

SERVICE TERM/REMOVAL AND SALVAGE COSTS:

Service under this Order is effective for a minimum of twenty-five (25) years from the date of this Order (the “Base Term”) unless earlier terminated as provided for in the Agreement. If this Order is terminated for any reason during the Base Term, the costs of removal or salvage of any Facilities associated with the Services will be allocated as set forth in Schedule 53. After the expiration of the Base Term, this Order shall continue on a year-to-year basis until terminated by either Party upon at least one (1) year’s notice in writing (each, an “Extended Term”) unless earlier terminated as provided for elsewhere in this Agreement. If this Order is terminated during any Extended Term, the Customer shall not be responsible for the costs of removal of any Facilities associated with the Services, or any costs associated with PSE’s efforts to salvage the removed Facilities.

ADDITIONAL TERMS:

1. To transfer the energy and maintenance monthly billing, the new billing party must contact PSE in writing.
2. Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

If non-standard components are included in this Order, enter “X” here _____.

3. The monthly billing party for the energy and maintenance will be:

This Order, executed by Customer’s duly authorized representative as of the date first written above, is for the Lighting Services described above delivered under PSE’s Schedule 53.

Customer:

By: _____ Date: _____

Print Name

Title: _____

Company: Puget Sound Energy, Inc.

By: _____ Date: _____

Title: _____

Account Manager _____

Agenda Item 1

Covington City Council Meeting

Date: September 11, 2018

SUBJECT: CONSIDER APPOINTMENTS TO OPENINGS ON THE COVINGTON ECONOMIC DEVELOPMENT COUNCIL (CEDC).

RECOMMENDED BY: Regan Bolli, City Manager

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

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

Two positions on the Covington Economic Development Council that are to be appointed by the Covington City Council are currently vacant as those terms expired on July 31, 2018. Three applications have been received. The Council interviewed two applicants on August 28 and one applicant on September 11. CEDC appointments are two-year terms.

Name of Applicant	Resides/Works
Taylor Rose	Works in Covington
Mathew Kordell	Lives in Covington
Kalen Privatsky	Works in Covington

ALTERNATIVES:

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

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

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2020.

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2020.

REVIEWED BY: City Manager

Agenda Item 2

Covington City Council Meeting

Date: September 11, 2018

SUBJECT: DISCUSSION ON REGIONAL INVOLVEMENT

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Current Boards and Committees
2. Additional Boards and Committees
3. State Boards and Committees

PREPARED BY: Sharon Scott, City Clerk

EXPLANATION:

At the 2018 Council Summit earlier this year the council discussed expanding its regional role and identified committees that they would try to serve on including; Puget Sound Regional Council (PSRC) Executive Board, PSRC's Growth Management Policy Board (GMPB); PSRC's Transportation Policy Board (TBP); and the King County Growth Management Planning Council (GMPC).

There was also some discussion regarding whether Covington should be represented on other regional boards, such as the Governor's Advisory Committees. The council asked to schedule a discussion at a September meeting regarding who from Covington should be nominated to serve on the PSRC and King County committees and consider others that may be of importance to the City.

Attached for Council discussion are spreadsheets with information on the boards and committees that Council currently serves on as well as those you may wish to consider.

ALTERNATIVES:

FISCAL IMPACT: None

COUNCIL ACTION: Ordinance Resolution Motion Other

Discussion only for councilmembers to identify which boards and committees they will be involved in.

REVIEWED BY: City Manager, Finance Director

REGIONAL FORUMS REQUIRING COUNCIL APPOINTMENT – 2018

Group	Notes and Contact	Meeting Information	Number of Positions	2017 Alternate	2017 Member	2018 Alternate	2018 Member
Metropolitan Solid Waste Management Advisory Committee (MSWMAC)	Diane Yates 206-296-4406, diane.yates@kingcounty.gov . MSWMAC advises the Executive, the Regional Policy Committee, acting as the solid waste interlocal forum, and the King County Council in all matters relating to solid waste management. The committee participates in the development of the Comprehensive Solid Waste Management Plan. Parking & lunch included.	2 nd Friday, 11:15 am – 1:15 pm @ Seattle King Street Center. Parking & lunch provided.	1 primary & 1 alternate	Shellie Bates	Don Vondran	Shellie Bates	Don Vondran
South County Area Transportation Board (SCATBd)	Susan Oxholm 206-477-3629 susan.oxholm@kingcounty.gov The mission of SCATBd is to serve as a South King County forum for information sharing, consensus building, and coordinating to resolve transportation issues and promote transportation programs that benefit the South King County area.	3 rd Tuesday, 9:00 am @ SeaTac City Hall Council Chambers	1 primary & 1 alternate	Bob Lindskov	Joe Cimaomo	Bob Lindskov	Paul Selland
Sound Cities Association Public Issues Committee (PIC)	Kristy Cole 206-433-7168 kristy@soundcities.org PIC shall review and evaluate policy positions and recommend to the SCA Board what, if any, action should be taken on such policy positions. The PIC is SCA’s vehicle for bringing policies to member cities, and for member cities to bring policies to SCA	2 nd Wednesday, 7:00 pm @ Renton City Hall; see website to confirm	1 primary & 1 alternate	a) Joe Cimaomo b) Mark Lanza	Fran Hollums	Joe Cimaomo	Fran Hollums
WRIA 9 Forum	http://www.govlink.org/watersheds/9/reports/watershed-intro.aspx	Varies – See Website for information	1 primary & 1 alternate	Don Vondran	Marlla Mhoon	Don Vondran	Marlla Mhoon
Puget Sound Regional Fire Authority (PSRFA)	Governance board consists of 3 Kent councilmembers, 3 Kent fire district commissioners and one non-voting Covington councilmember.	1 st and 3 rd Wednesday of each month	1 primary	NA	Sean Smith	NA	Sean Smith

Additional Boards and Committees
PSRC Boards and King County Growth Management Planning Council

ATTACHMENT 2

Name	Meeting Information	Board/Committee Information
<p>Puget Sound Regional Council (PSRC) Executive Board</p>	<p>Meets once a month on the fourth Thursday from 10:00 to 11:30 am.</p> <p>Meets at PSRC, 1011 Western Avenue, Suite 500, Seattle, 98104.</p> <p>Caucus meetings are held in advance of the Board at PSRC from 9:00 to 10:00 am.</p> <p>Application deadline is approximately the first week in November for the following calendar year.</p>	<p>The purpose of the Puget Sound Regional Council, shall be to exercise the authority delegated to it pursuant to the Interlocal Agreement and under federal and state laws as the Metropolitan Planning Organization and Regional Transportation Planning Organization for the central Puget Sound region, and to qualify eligible agencies for programming of federal, state and local transportation projects identified in the Transportation Improvement Program. Executive Board members are appointed by their General Assembly constituents to represent the member governments. The Executive Board, chaired by the PSRC President, carries out delegated powers and responsibilities between meetings of the General Assembly. Each county, and each city of 80,000 + population, are permanently assigned positions on the Executive Board. For the remaining member cities and towns in each county, the method of appointment is at the discretion of the member jurisdictions. In King County, SCA appoints representatives on behalf of Other Cities & Towns. Total votes for all city and county jurisdictions within each county are proportional to each county's share of the regional population. County government is entitled to fifty percent (50%) of their respective county's total vote. City and town votes are based on their respective share of the total incorporated population of their county.</p>
<p>PSRC's Growth Management Policy Board (GMPB)</p>	<p>Meets every month on the first Thursday from 10:00 am to 12:00 pm.</p> <p>Meets at PSRC, 1011 Western Avenue, Suite 500, Seattle, WA 98104.</p> <p>Caucus meetings are held in advance of the GMPB meeting from 9:00 am to 10:00 am.</p> <p>Application deadline is approximately the first week in November for the following calendar year.</p>	<p>The Growth Management Policy Board (GMPB) includes representatives of the PSRC's member jurisdictions, regional business, labor, civic and environmental groups. The GMPB meets monthly to advise the Executive Board on key growth management issues. The purpose of the Growth Management Policy Board (GMPB) is to advise the Executive Board of the Puget Sound Regional Council on regional aspects of growth management issues pursuant to (a) state legislation (Multicounty Planning Policies, State Environmental Policy Act and Regional Transportation Planning Organizations) and (b) the 1993 Regional Council Interlocal Agreement. Per adopted procedures, the GMPB reviews local plans and countywide planning policies and makes recommendations to the Executive Board regarding compatibility with the Growth Management Act and consistency with the adopted regional growth and transportation strategies. Voting members have one vote each and actions and recommendations are to be approved by a simple majority of the voting members present. In cases where a substantial minority opinion is held by at least three members, this opinion is transmitted to the Executive Board together with the GMPB action.</p>

Additional Boards and Committees
PSRC Boards and King County Growth Management Planning Council

<p>PSRC's Transportation Policy Board (TPB)</p>	<p>Meets on the second Thursday of the month, from 9:30 am to 11:30 am.</p> <p>Meets at PSRC, 1011 Western Avenue, Suite 500, Seattle, WA 98104.</p> <p>Caucus meetings are held in advance of the TPB at a time mutually agreed upon by members.</p> <p>Application deadline is approximately the first week in November for the following calendar year.</p>	<p>The Transportation Policy Board (TPB) makes recommendations to the PSRC Executive Board on key transportation issues pursuant to (a) federal legislation, (b) state legislation, (c) the 1993 Regional Council Interlocal Agreement, and (d) appropriate related concerns of member jurisdictions, citizens, and other interests. TPB reviews local plans and countywide planning policies and makes recommendations to the Executive Board regarding compatibility with the Growth Management Act and consistency with the adopted regional growth and transportation strategies. The TPB includes representatives of the PSRC's member jurisdictions, regional business, labor, civic, and environmental groups. actions and recommendations of the Board are approved by a simple majority of the voting members present. In cases where a substantial minority opinion is held by at least three voting members of the Board, this opinion shall be transmitted to the Executive Board together with the Board action. A quorum consists of half of the voting members, except that state legislative voting members will not be counted towards fulfilling the quorum requirement.</p>
<p>King County Growth Management Planning Council (GMPC)</p>	<p>Meets quarterly, 4:00 pm to 6:00 pm.</p> <p>Meets at PSRC, 1011 Western Avenue, Suite 500, Seattle, WA 98104.</p> <p>Caucus meetings are held from 3:00 pm to 4:00 pm in advance of the GMPC meeting.</p> <p>Application deadline is approximately the first week in November for the following calendar year.</p>	<p>The Growth Management Act (GMA), passed by the State Legislature in 1990, requires that counties and cities develop a collaborative set of framework policies to guide development of each jurisdiction's comprehensive plan. The GMPC is a body created by interlocal agreement to implement GMA requirements. The GMPC is made up of elected officials from King County, Seattle, Bellevue, other cities and towns in King County, and representatives of special purpose districts. The GMPC develops and updates the King County Countywide Planning Policies (CPPs) in the areas of environment, housing, development patterns, economy, transportation, and public facilities and services. Realization of a countywide vision involves collaboration, trade-offs and difficult choices about the appropriate level of growth, its location, the type of growth to be encouraged, public spending, governance decisions, environmental protection, and the quality of life in King County. Through the GMPC, jurisdictions within King County are working together to plan for economic and population growth in King County. Policies recommended by the GMPC require approval by the King County Council and ratification by King County cities before they become effective.</p>

State Board and Commissions

Earth-Abundant Materials Board of Directors, Joint Center for Deployment & Research	Climate & Energy
Energy Facility Site Evaluation Council	Climate & Energy
Power & Conservation Council, Northwest	Climate & Energy
Central Washington University Board of Trustees	Education
Early Learning Advisory Council	Education
Eastern Washington University Board of Trustees	Education
Higher Education, Western Interstate Commission for	Education
Infants/Toddlers w/ Disabilities & Their Families, State Interagency Coordinating Council	Education
School Employees' Benefits Board	Education
African American Affairs, Commission on	Govt Operations & Pub Safety
Arts Commission	Govt Operations & Pub Safety
Asian Pacific American Affairs, Commission	Govt Operations & Pub Safety
Building Code Council	Govt Operations & Pub Safety
Capitol Furnishings Preservation Committee	Govt Operations & Pub Safety
Deadly Force in Community Policing, Joint Legislative Taskforce on	Govt Operations & Pub Safety
Hispanic Affairs, Commission on	Govt Operations & Pub Safety
Historic Preservation, Advisory Council on	Govt Operations & Pub Safety
Indeterminate Sentence Review Board	Govt Operations & Pub Safety
Juvenile Justice, Washington State Partnership Council on	Govt Operations & Pub Safety
Legislative Ethics Board	Govt Operations & Pub Safety
Liquor & Cannabis Board	Govt Operations & Pub Safety
Lottery Commission	Govt Operations & Pub Safety
Statewide Reentry Council, Washington	Govt Operations & Pub Safety

State Board and Commissions

<u>Women's Commission, Washington State</u>	Govt Operations & Pub Safety
<u>Cancer Research Endowment Authority Board</u>	Health
<u>Family Medicine Education Advisory Board</u>	Health
<u>Health Benefit Exchange Board, Washington</u>	Health
<u>Health Insurance Pool Board of Directors, Washington State</u>	Health
<u>Health Sciences & Services Authority of Spokane County</u>	Health
<u>Overtime Oversight Task Force, Joint Legislative-Executive</u>	Health
<u>Pub Employees' Benefits Board</u>	Health
<u>Robert Bree Collaborative</u>	Health
<u>Achieving a Better Life Experience Governing Board</u>	Human Services
<u>Affordable Housing Advisory Board</u>	Human Services
<u>Developmental Disabilities Council</u>	Human Services
<u>Developmental Disabilities Endowment Trust Fund Governing Board</u>	Human Services
<u>Disability Issues & Employment, Governor's Committee on</u>	Human Services
<u>Homeless Youth Prevention & Protection Programs Advisory Committee</u>	Human Services
<u>Homelessness, State Advisory Council on</u>	Human Services
<u>Veterans Affairs Advisory Committee</u>	Human Services
<u>WorkFirst Oversight Task Force, Legislative-Executive</u>	Human Services
<u>Anadromous Fish Commission Advisory Panel, North Pacific</u>	Nat Resources & Enviro
<u>Chehalis Board</u>	Nat Resources & Enviro
<u>Coastal Marine Advisory Council, Washington</u>	Nat Resources & Enviro
<u>Columbia River Gorge Commission</u>	Nat Resources & Enviro
<u>Fish & Wildlife Commission</u>	Nat Resources & Enviro

State Board and Commissions

Fisheries Advisory Body, North Pacific & Bering Sea	Nat Resources & Enviro
Fisheries Commission, Pacific States Marine	Nat Resources & Enviro
Fishery Management Council, North Pacific	Nat Resources & Enviro
Fishery Management Council, Pacific	Nat Resources & Enviro
Marine Resources Advisory Council	Nat Resources & Enviro
North Pacific Research Board	Nat Resources & Enviro
Northwest Straits Citizens Advisory Commission	Nat Resources & Enviro
Pollution Control/Shorelines Hearings Board	Nat Resources & Enviro
Salmon Commission Fraser River Panel, Pacific	Nat Resources & Enviro
Pension Policy, Select Committee on	Transportation & Land Use
Freight Mobility Strategic Investment Board	Transportation & Land Use
Growth Management Hearings Board	Transportation & Land Use
Transportation Commission	Transportation & Land Use
Transportation Improvement Board	Transportation & Land Use
Capital Projects Advisory Review Board	Working Washington
Economic Development Finance Authority, Washington	Working Washington
Pub Works Board	Working Washington
Small Business Export Finance Assistance Center Board of Directors	Working Washington
Tourism Marketing Authority Board of Directors, Washington	Working Washington

SUBJECT: CLEARGOV OVERVIEW

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): None

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

The City started its partnership with ClearGov earlier this year. Staff's objective was to provide transparency and information in a format that was easy to read and understand while keeping costs reasonable. As part of that objective, staff would like to provide an overview of the product at tonight's meeting.

From ClearGov's website: "We live in a transparent world. The internet has put the whole wide world of information literally at everyone's fingertips. It has also changed our expectations regarding the accessibility of information – we want it to be current; we want it to make sense; and we want it now!

Through a variety of Open Data Initiatives, the government sector has made significant strides over the last decade with respect to transparency. There is a ton of information out there, but transparency is not the same as clarity. In other words, if you publish a given data set on the Web and make it publicly available, you can check the transparency box. But, if the data doesn't make sense to the average citizen, you aren't communicating in a way that delivers value and drives understanding.

ClearGov was launched in June of 2015 with two goals in mind:

- For starters, we want to help the average American citizen understand how their local tax dollars are spent within their communities while providing meaningful context as to how those expenditures compare to peer communities.
- In parallel, we aim to help local municipalities – towns, cities, school districts, etc. – operate and communicate more efficiently and effectively by delivering unique fiscal insights through our turnkey financial transparency and benchmarking platform.

ClearGov already works with hundreds of local governments from large cities to small school districts to help them communicate, connect and engage with their constituents to build community support for mission-critical projects. The ClearGov platform also enables civic officials to make informed, fact-based decisions about budgets, hiring, economic development and more.

We are building a network of forward-thinking government officials and communities who share a vision of data-driven government that can positively impact millions of lives. Quite simply, we are making democracy work better.”

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION NECESSARY

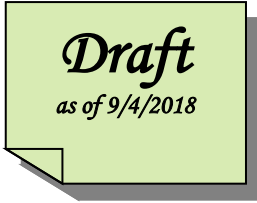
REVIEWED BY: City Manager; City Attorney.

**DISCUSSION OF
FUTURE AGENDA ITEMS:**

**6:20 p.m., Tuesday, September 25, 2018 – Special Meeting
Interviews for Youth Council**

7:00 p.m., Tuesday, September 25, 2018 – Regular Meeting

(Draft Agenda Attached)



CITY OF COVINGTON
CITY COUNCIL SPECIAL MEETING AGENDA – 6:20 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.
www.covingtonwa.gov

Tuesday, September 11, 2018
7:00 p.m.

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

Council will interview applicants for the Youth Council beginning at 6:20 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Safe Schools Week Proclamation – Week of October ____ - ____, 2018
- Fire Prevention Week Proclamation – Week of October ____ - ____, 2018
- Presentation on Shadow Lake Bog – Isabella Fernaudó

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. *

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA

- C-1. Minutes: August 28, 2018 Special & Regular Meetings and September 11, 2018 Special & Regular Meetings (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Final Plat of Maple Hills Div. 3a Subdivision (Lyons)

REPORTS OF COMMISSIONS

- Economic Development Council Chair Josh Lyons
- Youth Council Member
- Human Services Chair Leslie Hamada
- Arts Chair Ed White
- Parks & Recreation Chair Laura Morrissey
- Planning Chair Chele Dimmett

PUBLIC HEARING

1. To Receive Testimony from the Public and Consider Ordinance Adopting the 2019-2024 Kent School District Capital Facilities Plan and the proposed Kent School District Impact Fee Schedule for 2019 (Hart)

NEW BUSINESS

2. Consider Ordinance Amending Business License Threshold (Thompson)
3. Discuss 2018 Legislative Agenda (Bolli)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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