

	City Council Meeting June 3, 2019 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Police Presentation (Pierson)

III. AGENDA MODIFICATIONS

IV. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

- 1. Public Hearing for Right-of-Way Vacation V3-18
City Council to hold a public hearing in consideration of Right-of-Way Vacation V3-18

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

C. Correspondence - (There is no correspondence for Council review.)

V. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

- 1. Finance Ad Hoc Committee (Chair Wales)

VI. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

- A. Minutes of the May 20, 2019 City Council Meeting

B. Minutes of the May 28, 2019 Study Session

C. Claims Vouchers (Coleman)

Claims voucher list dated June 3, 2019 which includes voucher numbers 453830 through 453831 and voucher 453833 through 453988 in the amount of \$2,376,289.13 and four wire transfers in the amount of \$778,234.36.

Claims voucher list dated June 3, 2019 which includes voucher number 453832 in the amount of \$203,572.32.

D. Payroll Vouchers (Coleman)

Payroll check numbers 538461 through 538476 in the amount of \$582,868.89, electronic deposit transmissions in the amount of \$2,023,724.74 for a grand total of \$2,606,593.63 for the period covering May 16, 2019 to May 29, 2019.

E. Set Public Hearing for the Transportation Improvement Program (TIP) (Gaub)

City Council to set a public hearing for the 2020-2025 Six-Year Transportation Improvement Program (TIP).

F. Public Works Project No. CP1804 (Gaub)

City Council to approve Change Order No. 1 in the amount not to exceed \$15,000.00 to Contract No. 19-06 for work on Project No. CP1804, Auburn Way North Sidewalk Improvement Project

G. Public Works Project No. CP1819 (Gaub)

City Council to award Contract No. 19-02, to Pivetta Brothers Construction, Inc. on their low bid of \$2,246,320.55 plus Washington State sales tax of \$43,374.44 for a total contract price of \$2,289,694.99 for Project No. CP1819, A Street SE Preservation

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

IX. ORDINANCES

A. Ordinance No. 6715 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, granting to Fatbeam, LLC, a Washington Limited Liability Company, a franchise for telecommunications and related services

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6715.)

B. Ordinance No. 6717 (Gaub)

An Ordinance of the City Council of the City of Auburn Washington, vacating right-of-way of a portion of B Street SE, South of 2nd Street SE, within the City of Auburn, Washington

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6717.)

X. RESOLUTIONS

A. Resolution No. 5425 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, declaring certain a parcel of real property as surplus and authorizing the Mayor to execute a Purchase Reement conveying the properties

(RECOMMENDED ACTION: Move to adopt Resolution No. 5425.)

B. Resolution No 5427 (Martinson)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute and administer an agreement between the City of Auburn and Racial Equity Consulting Group for racial equity training and policy development

(RECOMMENDED ACTION: Move to adopt Resolution No. 5427.)

C. Resolution No. 5430 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, supporting submitting a countywide ballot proposition for funding the Medic One/Emergency Medical Services (EMS) levy for the period from January 1, 2020, through December 31, 2025, pursuant to RCW 84.52.069 to the voters

(RECOMMENDED ACTION: Move to adopt Resolution No. 5430.)

XI. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

XII. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Right-of-Way Vacation V3-18

Date:

May 13, 2019

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a Public Hearing in consideration of Right-of-Way Vacation V3-18. For further action on this item see Ordinance No. 6717.

Background Summary:

Per Auburn City Code Chapter 12.48 a public hearing shall be held to consider the proposed right-of-way vacation for V3-18 for the right-of-way of a portion of B Street SE, south of 2nd Street SE. The date of the public hearing was set by Resolution No. 5421 on May 6, 2019.

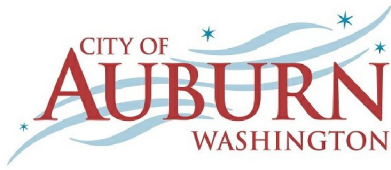
Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: June 3, 2019

Item Number:

PH.1



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the May 20, 2019 City Council Meeting

Department:

City Council

Attachments:

[05-20-2019 Minutes](#)

Date:

May 30, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

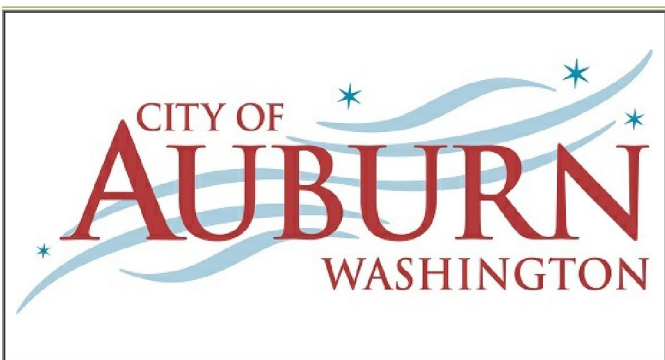
Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: June 3, 2019

Staff:

Item Number: CA.A

	City Council Meeting May 20, 2019 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn and led those in attendance in the Pledge of Allegiance.

B. Roll Call

Councilmembers present: Larry Brown, Claude DaCorsi, John Holman and Yolanda Trout-Manuel. Deputy Mayor Bill Peloza, Councilmembers Bob Baggett and Largo Wales were excused.

Mayor Nancy Backus and the following department directors and staff members were present: City Attorney Steve Gross, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Director of Parks and Recreation Daryl Faber, Director of Human Resources and Risk Management Candis Martinson, Director of Administration Dana Hinman, Real Property Analyst Josh Arndt, Police Commander Jamie Douglas and Deputy City Clerk Teresa Mattingly.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, reports or presentations.

III. APPOINTMENTS

There were no appointments.

IV. AGENDA MODIFICATIONS

Item XI. D. Resolution No. 5427 was removed from the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Right-of-Way Vacation V2-18 (Gaub)
City Council to hold a public hearing in consideration of Right-of-Way Vacation V2-18

Mayor Backus opened the public hearing at 7:01 p.m. No one came forward to speak, she closed the hearing.

2. Public Hearing for Franchise Agreement No. 19-09
(Gaub)

City Council to hold a public hearing in consideration of Franchise Agreement No. 19-09 for Fatbeam, LLC

Mayor Backus opened the public hearing at 7:02 p.m. No one came forward to speak, she closed the hearing.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

Waylon Menzia, 719 R Street NE, Auburn

Mr. Menzia thanked the Council for funding the trip to the National League of Cities (NLC) Conference for the Auburn Junior City Council and discussed the benefits of having attended the conference.

C. Correspondence

There was no correspondence for Council to review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

Councilmember DaCorsi, vice chair of the Finance ad hoc committee, report he and Councilmember Wales have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

VII. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. Minutes of the May 6, 2019 Regular Council Meeting

B. Claims Vouchers (Coleman)

Claims voucher list dated May 20, 2019 which includes numbers 453598 through 453829 in the amount of \$4,244,372.40 and three wire transfers in the amount of \$631,869.01.

C. Payroll Vouchers (Coleman)

Payroll check numbers 538443 through 538460 in the amount of \$240,954.69, electronic deposit transmissions in the amount of \$2,097,767.23 for a grand total of

\$2,338,721.92 for the period covering May 2, 2019 to May 15, 2019.

D. Parks Project No. CP1817 (Faber)

Change Order No. 1,3,5 in the amount of \$49,800 for work on Project No. CP1817, Brannan Park Synthetic Infield Project

Councilmember Holman moved and Councilmember Brown seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 4-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6714 (Gaub)

An Ordinance of the City Council of the City of Auburn Washington, vacating right-of-way north of 10th Street NE and east of Auburn Way North, within the City of Auburn, Washington

Councilmember DaCorsi moved and Councilmember Trout-Manuel seconded to approve Ordinance No. 6714.

MOTION CARRIED UNANIMOUSLY. 4-0

B. Ordinance No. 6716 (Tate)

An Ordinance of the City Council of the City of Auburn, Washington, relating to a new land use category for emergency wireless communication facilities, amending Sections 18.04.912, 18.31.100, 18.35.030, of the Auburn City Code

Councilmember Brown moved and Councilmember Trout-Manuel seconded to approve Ordinance No. 6716.

MOTION CARRIED UNANIMOUSLY. 4-0

C. Ordinance No 6718 (Gross)

An Ordinance of the City Council of the City of Auburn, Washington, relating to administrative fees, amending Sections 5.10.030 and 13.06.511, and Chapters 20.06, 20.08, and 20.10 of the Auburn City Code

Councilmember Holman moved and Councilmember Brown seconded to approve Ordinance No. 6718.

MOTION CARRIED UNANIMOUSLY. 4-0

D. Ordinance No. 6719 (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6693, the 2019-2020 Biennial Operating Budget Ordinance, as amended by Ordinance No. 6712, authorizing amendment to the City of Auburn 2019-2020 budget as set forth in schedule "A" and schedule "B"

Councilmember Trout-Manuel moved and Councilmember Holman seconded to approve Ordinance No. 6719.

MOTION CARRIED UNANIMOUSLY. 4-0

XI. RESOLUTIONS

A. Resolution No. 5377 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, initiating street vacation proceedings and setting a public hearing to consider the vacation of right-of-way in the vicinity of SE 328th Street and 60th Avenue South

Councilmember DaCorsi moved and Councilmember Holman seconded to approve Resolution No. 5377.

MOTION CARRIED UNANIMOUSLY. 4-0

B. Resolution No. 5424 (Gross)

A Resolution of the City Council of the City of Auburn, Washington, Amending the City's Fee Schedule

Councilmember Brown moved and Councilmember Trout-Manuel seconded to approve Resolution No. 5424.

MOTION CARRIED UNANIMOUSLY. 4-0

C. Resolution No. 5426 (Pierson)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an amended and restated Interlocal Agreement for the Puget Sound Auto Theft Task force

Councilmember Holman moved and Councilmember DaCorsi seconded to approve Resolution No. 5426.

MOTION CARRIED UNANIMOUSLY. 4-0

D. Resolution No. 5428 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and Green River College for the purpose of providing small-business education, training & support services

Councilmember Brown moved and Councilmember Trout-Manuel

seconded to approve Resolution No. 5428.

MOTION CARRIED UNANIMOUSLY. 4-0

E. Resolution No. 5429 (Faber)

Resolution No. 5429 authorizes the City to accept and appropriate a King County Youth Sports Facility Grant to purchase and install ball field lights at Game Farm #4 field, Project CP1924

Councilmember DaCorsi moved and Councilmember Trout-Manuel seconded to approve Resolution No. 5429.

MOTION CARRIED UNANIMOUSLY. 4-0

XII. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

Councilmember Holman reported he attended the Forensic Investigations Council meeting.

Councilmember Trout-Manuel reported she attended the Domestic Violence Task Force meeting and Petpalooza.

Councilmember DaCorsi reported he attended the City of Federal Way Council meeting.

B. From the Mayor

Mayor Backus reported she attended Battlefield Addition's Run for Recovery 5K, Auburn Fiber Arts Fair, the monthly Merrill Gardens Coffee Hour, the 2nd Annual Skills Inc. 5k for Abilities run and the Petpalooza Dog Trot Fun Run.

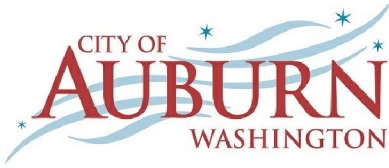
XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:30 p.m.

APPROVED this 3RD day of June, 2019.

NANCY BACKUS, MAYOR Teresa Mattingly, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the May 28, 2019 Study Session

Department:

City Council

Attachments:

[05-28-2019 Minutes](#)

Date:

May 30, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

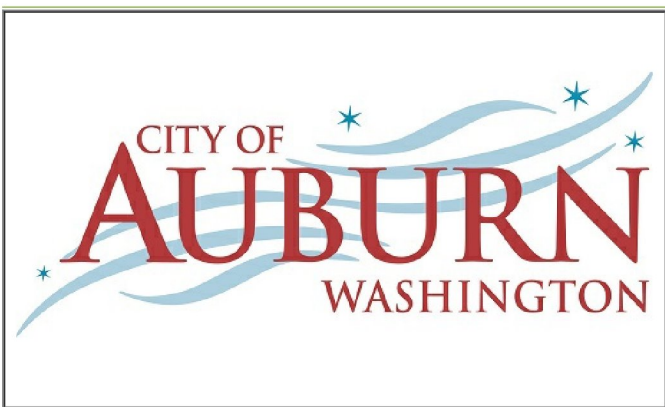
Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: June 3, 2019

Staff:

Item Number: CA.B

	City Council Study Session Muni Services SFA May 28, 2019 - 5:30 PM City Hall Council Chambers AGENDA Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

Deputy Mayor Pelosa called the meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

Councilmembers present: Deputy Mayor Bill Pelosa, Larry Brown, Claude DaCorsi and Yolanda Trout-Manuel. Councilmember Bob Baggett, John Holman and Largo Wales were excused.

Mayor Nancy Backus and the following department directors and staff members were present: Assistant City Attorney Doug Ruth, Director of Public Works Ingrid Gaub, Director of Finance Shelley Coleman, Director of Human Resources and Risk Management Candis Martinson, Innovation and Technology Director David Travis, Real Property Analyst Josh Arndt, Senior Traffic Engineer James Webb, Customer Care Manager Brenda Goodson-Moore, Solid Waste and Recycling Superior Joan Nelson, Assistant Director of Engineering Services Jacob Sweeting, Police Commander David Colglazier and Deputy City Clerk Teresa Mattingly.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

Deputy Mayor Pelosa stated item IV. A King County's South Recycling and Transfer Station Presentation is being moved to the first item on agenda and an updated version of Resolution No. 5430 has been provided to Council.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. 2020-2025 Transportation Improvement Program Annual Update (Gaub) (15 Minutes)

Engineer Webb provided Council with an overview on the 2020-2025 Transportation Improvement Program (TIP) Annual Update and discussed that projects must be included on the TIP to be eligible for state and federal grant programs, statutory requirements, TIP identifies secured or reasonably expected revenues and expenditures for each of the projects and sets priorities for the acquisition of project funding. Engineer Webb also discussed the status of current projects, which projects are planned to be removed from the updated TIP, proposed projects to be

added and next steps including; a public hearing, a second discussion with the Transportation Advisory Board and adoption of the TIP.

B. Resolution No. 5425 (Hinman) (5 Minutes)

A Resolution of the City Council of the City of Auburn, Washington, declaring a certain parcel of real property as surplus and authorizing the Mayor to execute a purchase and sale agreement conveying the properties.

Real Property Analyst Arndt and Assistant City Attorney Ruth reviewed Resolution No. 5425 regarding the property seized by the Auburn Police Department at 1307 E Street SE and their request to sell the property and use the proceeds toward furthering the department's controlled substances investigations.

Council discussed that the seller's disclosure form will indicate the property had been used to manufacture and sell illegal substances.

C. Resolution No. 5430 (Coleman) (5 Minutes)

A Resolution of the City Council of the City of Auburn, Washington, supporting submitting a countywide ballot proposition for funding the Medic One/Emergency Medical Services (EMS) levy for the period from January 1, 2020, through December 31, 2025, pursuant to RCW 84.52.069 to the voters

Director Coleman reviewed Resolution No. 5430, supporting submitting a countywide ballot proposition for funding the Medic One/Emergency Medical Services (EMS) Levy for January 1, 2020 through December 31, 2025. Director Coleman discussed the requirements to put this levy on the ballot and that the cost is shared by each city and based on the cities population.

D. Racial Equity and Implicit Bias Presentation (Martinson) (45 Minutes)

Review of materials previously provided to Council members regarding the Racial Equity and Implicit Bias contract and program

Director Martinson provided Council with an update on the Racial Equity and Social Justice Initiative proposal and discussed, Council feedback on prior discussions, the benefits of working for racial equity, racial equity goals and strategies, racial equity tools and the impact of implementing this program on staff time.

Council discussed how racial equity tools are used, requested additional information on how they are used in relation to the budget review process, how data is measured, how to educate and communicate about racial equity and the benefits to the City.

IV. MUNICIPAL SERVICES DISCUSSION ITEMS

A. King County's South County Recycling and Transfer Station (Coleman) (20 Minutes)

King County's South County Recycling and Transfer Station Presentation

Councilmember Brown presided over the Municipal Services section of

the meeting.

King County Solid Waste Division Capital Project Manager Doug Chin, provided Council with an update on the South County Recycling and Transfer Station scheduled to open in 2023. Mr.Chin discussed the areas the new station will service, services provided, community engagement activities, public feedback, additional project elements and next steps including; online open house, display boards, transfer station tours and mailings to neighbors.

Council discussed if the odors will be controlled in the area near the transfer station. Mr. Chin advised Council that any odors would be contained inside the facility and should not be noticeable outside.

V. OTHER DISCUSSION ITEMS

There was no other discussion.

A. Resolution No. 5425 (Hinman) (5 Minutes)

A Resolution of the City Council of the City of Auburn, Washington, declaring a certain parcel of real property as surplus and authorizing the Mayor to execute a purchase and sale agreement conveying the properties

Real Property Analyst Arndt and Assistant City Attorney Ruth reviewed Resolution No. 5425 regarding the property seized by the Auburn Police Department at 1307 E Street SE and their request to sell the property and use the proceeds toward furthering the department's controlled substances investigations.

Council discussed that the seller's disclosure form will indicate what the property had been used to manufacture and sell illegal substances.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Council discussed the Matrix, no changes were made.

VIII. ADJOURNMENT

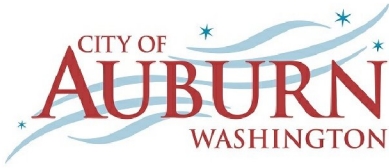
There being no further discussion, the meeting was adjourned at 7:30 p.m.

APPROVED this 3rd day of June, 2019.

BILL PELOZA, DEPUTY MAYOR Teresa Mattingly, Deputy City Clerk

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(<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Coleman)

Date:

May 30, 2019

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claims Vouchers.

Background Summary:

Claims voucher list dated June 3, 2019 which includes voucher numbers 453830 through 453831 and voucher 453833 through 453988 in the amount of \$2,376,289.13 and four wire transfers in the amount of \$778,234.36.

Claims voucher list dated June 3, 2019 which includes voucher number 453832 in the amount of \$203,572.32.

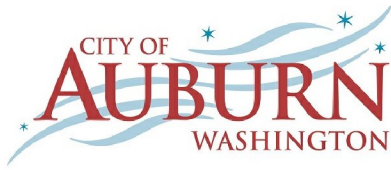
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: June 3, 2019

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Coleman)

Date:

May 30, 2019

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 538461 through 538476 in the amount of \$582,868.89, electronic deposit transmissions in the amount of \$2,023,724.74 for a grand total of \$2,606,593.63 for the period covering May 16, 2019 to May 29, 2019.

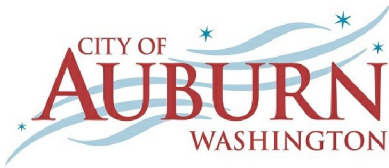
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: June 3, 2019

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Set Public Hearing for the Transportation Improvement Program (TIP) (Gaub)

Date:

May 28, 2019

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council set the public hearing for the TIP.

Background Summary:

The City Council is asked to set a time and date for a public hearing to amend the Six Year Transportation Improvement Program. The public hearing is proposed to be held on June 17th, 2019 during the City Council Meeting.

A summary of the proposed changes was presented at City Council study sessions on April 22nd and May 28th.

The Six-Year Transportation Improvement Program (TIP) is required to be amended annually as required by RCW 35.77.010. The primary importance of the TIP is that, in most instances, projects must be included on the TIP to be eligible for state and federal grant programs. The TIP identifies secured or reasonably expected revenues and expenditures for each of the projects included in the TIP. Typically, projects listed in the first three years of the document are shown as having secured funding while projects in years 4, 5, and 6 can be partially or completely un-funded.

The TIP is a multiyear planning tool and document for the development of transportation facilities within the City and does not represent a financial commitment by the City. Once the TIP is approved, projects are budgeted and funded through the City's biennial budget. The TIP sets priorities for the acquisition of project funding and is a prerequisite of most grant programs. Staff also uses the TIP to coordinate future transportation projects with needed utility improvements.

SUMMARY OF PROPOSED AMENDMENTS TO THE 2020-2025 TIP

Deletions: The following projects are proposed to be removed:

- TIP N-10: A Street SE Pedestrian Crossing Improvements (\$5.55M) – The need and

approach for pedestrian connectivity between A Street SE and Skinner Road will be re-evaluated with the A Street SE corridor study (S-5).

- TIP P-3: Arterial Crack Seal (\$0.1M) – The scope and funding for this project is being consolidated with the Arterial Street Preservation Program to provide flexibility in street preservation approaches (P-1).
- TIP P-9: A Street SE Preservation (E Main St to 17th St SE) (\$1.74M) – Will be completed in 2019
- TIP S-3: A Street SE/Lakeland Hills Way SE Intersection Study (\$0.05M) – The scope of this project is proposed to be combined with the A Street SE corridor study (which now becomes S-3).

TIP S-4: Kersey Way SE Corridor Study (\$0.02M) – Pedestrian facilities on Kersey Way will be provided with development activities as they occur. A City project to connect any remaining gaps may be considered in the future.

Additions: The following projects are proposed to be added:

- TIP R-26: E Valley Highway Widening – The project will complete the build-out of E Valley Hwy between Lakeland Hills Way and Terrace View Drive SE.
- TIP R-27: Lea Hill Road Segment 1A (Harvey Rd/M St NE to 105th Pl SE) – the project is proposed to be split into a Phase A and a Phase B. The scope of Phase A will be to create a new east/west connection between Garden Avenue and 104th Ave SE and cul-de-sac Garden Avenue at 8th Street NE.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: June 3, 2019

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1804 (Gaub)

Date:

May 28, 2019

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council approve Change Order No. 1 in the amount not to exceed \$15,000.00 to Contract No. 19-06 for work on Project No. CP1804, Auburn Way North Sidewalk Improvement Project.

Background Summary:

The purpose of the project is to construct missing sections of sidewalk, construct ADA improvements, construct a Rectangular Rapid Flashing Beacon (RRFB) on Auburn Avenue just south of 5th Street NE, and install LED lighting along Auburn Way North.

Change Order No 1. will compensate the Contractor to test, remove, and dispose of a 675-gallon underground fuel storage tank that was discovered in the right-of-way while excavating for the foundation of a new LED street light. The change order will also include soils testing, excavating, hauling, and disposing of contaminated soil found around the tank and backfilling and restoring the area.

A project budget contingency of \$9,150.00 remains in the 102 Arterial Streets Fund.

Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: June 3, 2019

Item Number:

CA.F

BUDGET STATUS SHEET

Project No: CP1804	Project Title: AWN Sidewalk Improvement Project
Project Manager: Luis Barba	

Initiation Date: 12/21/2017
 Advertisement Date: 3/5/2019
 Award Date: 4/1/2019

- ☐ Project Update

☐ Permission to Advertise

☐ Contract Award

☒ Change Order Approval

☐ Contract Final Acceptance

Date: May 28, 2019

Funds Budgeted (Funds Available)

Funding	Prior Years	2018 (Actual)	2019	Total
328 Fund - Citywide ADA and Sidewalks		44,531	93,319	137,850
328 Fund -State TIB Grant		30,375	232,875	263,250
462 Fund-Storm		0	76,000	76,000
102 Fund-Streets			110,000	110,000
Total	0	74,906	512,194	587,100

Estimated Cost (Funds Needed)

Activity	Prior Years	2018 (Actual)	2019	Total
Design Engineering - City Costs		74,906	12,184	87,090
Design Engineering - Permits		0	550	550
Design Engineering-Other		0	500	500
Construction Contract Bid		0	395,813	395,813
Change Order No. 1			15,000	15,000
Authorized Construction Contingency (10%)		0	39,581	39,581
Construction Engineering - Other		0	466	466
Construction Engineering - City Costs		0	26,000	26,000
Total	0	74,906	490,094	565,000

328 Capital Improvement Project Budget Status

	Prior Years	2018 (Actual)	2019	Total
*328 Funds Budgeted ()	0	(74,906)	(326,194)	(401,100)
328 Funds Needed	0	74,906	326,194	401,100
*328 Fund Project Contingency ()	0	0	0	0
328 Funds Required	0	0	0	0

462 Storm Budget Status

	Prior Years	2018 (Actual)	2019	Total
*462 Funds Budgeted ()	0	0	(76,000)	(76,000)
462 Funds Needed	0	0	63,050	63,050
*462 Fund Project Contingency ()	0	0	(12,950)	(12,950)
462 Funds Required	0	0	0	0

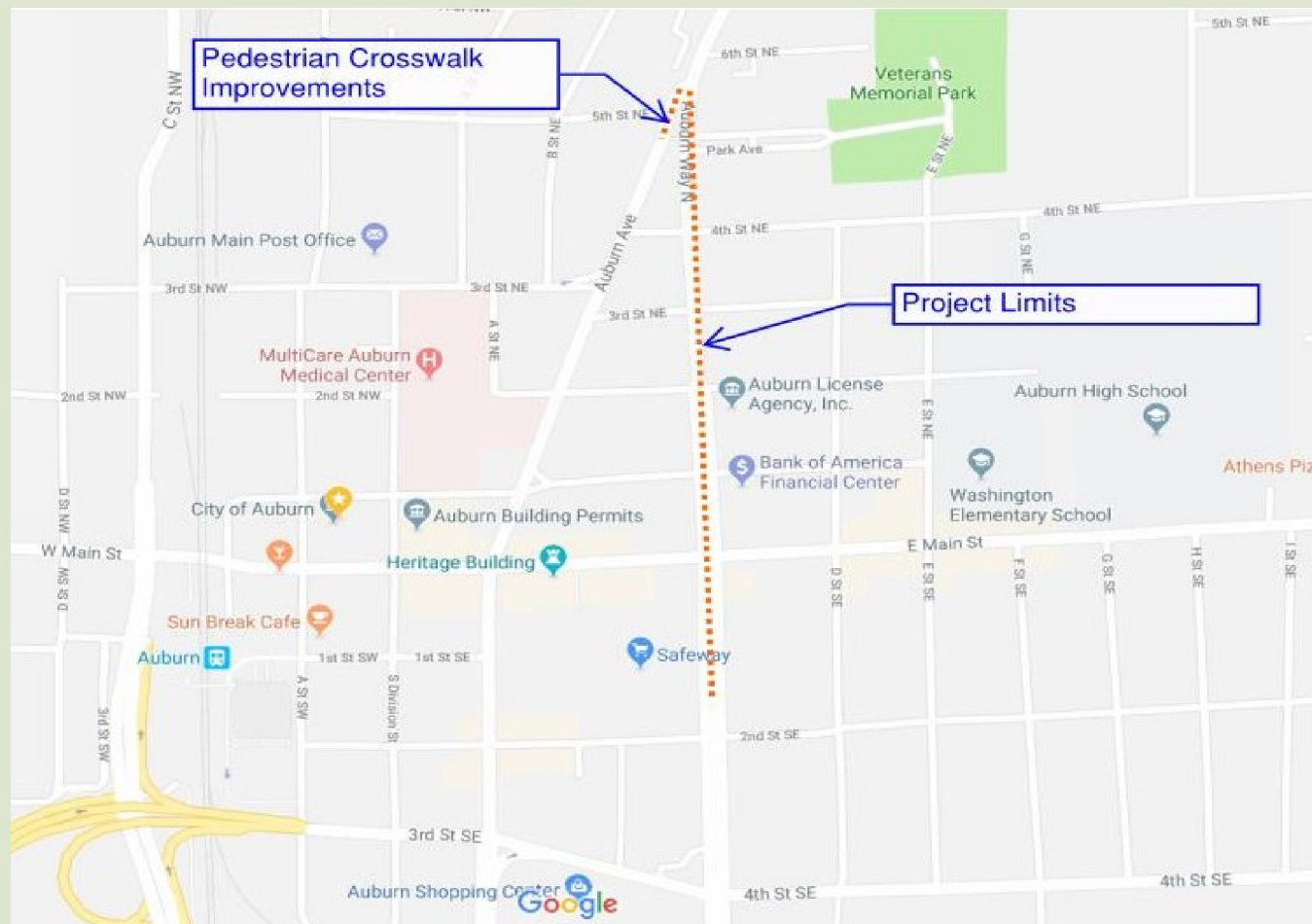
102 Arterial Street Budget Status

	Prior Years	2018 (Actual)	2019	Total
*102 Funds Budgeted ()	0	0	(110,000)	(110,000)
102 Funds Needed	0	0	100,850	100,850
*102 Fund Project Contingency ()	0	0	(9,150)	(9,150)
102 Funds Required	0	0	0	0

*(#) in the Budget Status Sections indicates Money the City has available.

ENG-270, Revised 12/17

PROJECT CP1804 VICINITY MAP



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1819 (Gaub)

Date:

May 28, 2019

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council award Contract No. 19-02, to Pivetta Brothers Construction, Inc. on their low bid of \$2,246,320.55 plus Washington State sales tax of \$43,374.44 for a total contract price of \$2,289,694.99 for Project No. CP1819, A Street SE Preservation.

Background Summary:

The City received two (2) responsive bids and the low bid was approximately 7% above the engineer's estimate. Staff has performed reference checks and other verifications to determine that Pivetta Brothers Construction, Inc. meets the responsible bidding criteria and recommends award.

The purpose of the project is to rehabilitate and preserve the existing pavement on A Street SE between East Main Street and 17th Street SE. The project proposes to grind and overlay A Street SE from East Main Street to 17th Street SE and perform pavement repair where needed. The project will restore 4.77 lane miles of pavement, upgrade pedestrian signal infrastructure including approximately 42 curb ramps to meet ADA standard. Utility work includes upgrading storm drainage and sanitary sewer manholes and catch basins frames and grates to current city standards and replacing approximately 1,000 feet of water main.

The estimated total project costs are equal to the total project budget.

Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: June 3, 2019

Item Number:

CA.G

BUDGET STATUS SHEET

1 of 1

Project No: CP1819 Project Title: A Street SE Preservation

Project Manager: Kim Troung

Project Initiation (PMP) Date: June 29, 2018

Advertisement Date: May 1, 2019

Award Date: _____

- ☒ Award
- ☐ Advertise
- ☐ Contract Award
- ☐ Change Order Approval
- ☐ Contract Final Acceptance

Updated: May 23, 2019

Funds Budgeted (Funds Available)

Funding	2018 (actual)	2019	Future Years	Total
105 Fund - Arterial Preservation	10,858	1,020,942	0	1,031,800
105 Fund - Federal Grant	69,570	812,230	0	881,800
460 Fund - Water	12,517	572,483	0	585,000
461 Fund - Sewer		20,000	0	20,000
462 Fund - Storm		160,000	0	160,000
Total	92,944	2,405,656	0	2,678,600

Estimated Cost (Funds Needed)

Activity	2018 (actual)	2019	Future Years	Total
Design Engineering - City Costs	92,944	58,382	0	151,326
Construction Contract	0	2,289,695	0	2,289,695
Authorize Construction Contingency (5%)	0	124,619	0	124,619
Materials Testing	0	13,533	0	13,533
Other - Services and Permits	0	14,000	0	14,000
Construction Engineering - City Costs	0	85,427	0	85,427
Total	92,944	2,585,656	0	2,678,600

105 Arterial Preservation/Federal Grant Budget Status

	2018 (actual)	2019	Future Years	Total
*105 Funds Budgeted ()	(80,427)	(1,833,173)	0	(1,913,600)
105 Funds Needed	80,427	1,833,173	0	1,913,600
*105 Fund Project Contingency ()	0	(0)	0	(0)
105 Funds Required	0	0	0	0

460 Water Budget Status

	2018 (actual)	2019	Future Years	Total
*460 Funds Budgeted ()	(12,517)	(572,483)	0	(585,000)
460 Funds Needed	12,517	572,483	0	585,000
*460 Fund Project Contingency ()	0	0	0	0
460 Funds Required	0	0	0	0

461 Sewer Budget Status

	2018 (actual)	2019	Future Years	Total
*461 Funds Budgeted ()	0	(20,000)	0	(20,000)
461 Funds Needed	0	20,000	0	20,000
*461 Fund Project Contingency ()	0	(0)	0	(0)
461 Funds Required	0	0	0	0

462 Storm Budget Status

	2018 (actual)	2019	Future Years	Total
*462 Funds Budgeted ()	0	(160,000)	0	(160,000)
462 Funds Needed	0	160,000	0	160,000
*462 Fund Project Contingency ()	0	0	0	0
462 Funds Required	0	0	0	0

* (#) in the Budget Status Sections indicates Money the City has available.

Bid Tabulation - Bid Totals Summary

Project: CP1819, A Street SE Preservation , 19-02

Prepared By: City of Auburn

Bid Date: May 22, 2019

	W/O Tax	Inc. Tax	
ENGINEER'S ESTIMATE:	\$2,097,692.00	\$2,139,159.50	(not including tax)
AVERAGE BID AMOUNT:	\$2,567,333.12	\$2,623,116.85	

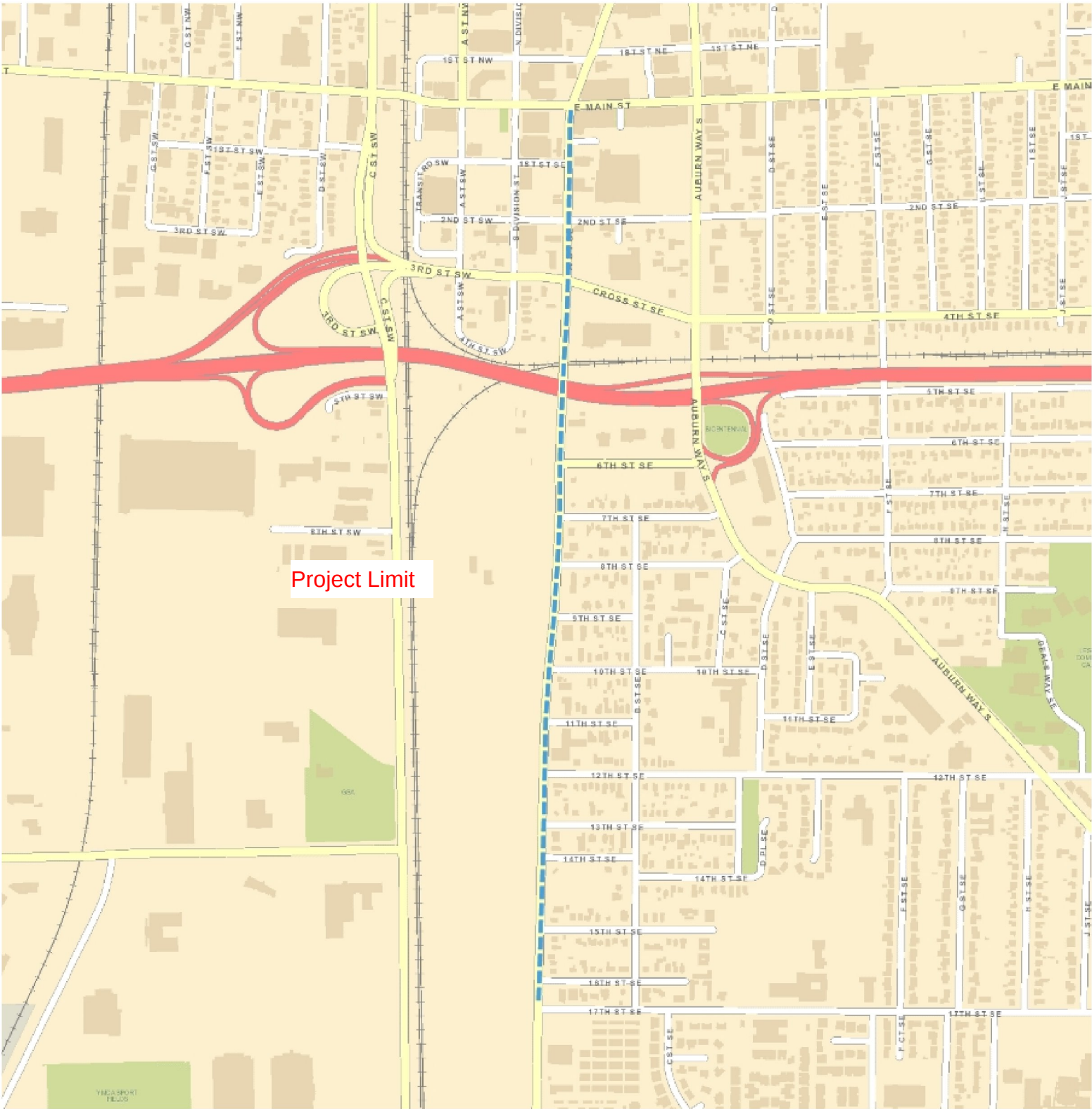
		Basic BID Amount	Total BID Amount	Total BID Spread \$	Total BID Spread %
LOW BIDDER:	Pivetta Brothers Construction, Inc.	\$2,246,320.55	\$2,289,694.99	\$150,535.50	7.04%
Second Bidder:	Kar-Vel Construction	\$2,888,345.70	\$2,956,538.70	\$817,379.20	38.21%

	Basic BID (Tax not included)	Total BID (Including tax)
1. Pivetta Brothers Construction, Inc.	\$2,246,320.55	\$2,289,694.99
2. Kar-Vel Construction	\$2,888,345.70	\$2,956,538.70
3. KC Equipment LLC		Non-Responsive
4. Active Construction Inc.		Non-Responsive
5. Tucci & Sons, Inc.		Non-Responsive

NOTE: An evaluation of whether a bidder is responsible or non-responsible was only made for the low bidder. This does not indicate, one way or the other, how other bidders would be considered if they were the low bidder.

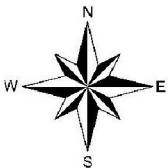
A Street SE Preservation Project - Phase 3 (East Main St to 17th St SE)

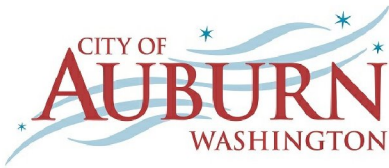
CP1819



Printed Date: 5/4/2016
Map Created by City of Auburn eGIS

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6715 (Gaub)

Date:

May 13, 2019

Department:

Public Works

Attachments:

[Ordinance No. 6715 Franchise Agreement No. 19-09](#)

Budget Impact:

Current Budget: \$0
Proposed Revision: \$0
Revised Budget: \$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6715 for Fatbeam, LLC Franchise Agreement No. 19-09.

Background Summary:

Section 20.06.010, Auburn City Code requires a franchise of any commercial utility or telecommunications operator or carrier or other person who wants to use public ways of the City and to provide telecommunications or commercial utility services to any person or area of the City.

Fatbeam, LLC has applied for a Franchise Agreement to be able to construct within the City's rights of way a fiber optic telecommunications network. Fatbeam, LLC wants to provide telecommunications, telephone service, internet access and wide area network connectivity to education, government, hospitals and other enterprise level customers. They do not provide residential services.

The initial proposed build-out includes overhead installations on existing utility poles wherever possible with underground installation being utilized if necessary. The applicant is requesting the entire City as the proposed franchise area so that they can connect all of their current customer's facilities together. Exact locations, plans, engineering and construction schedules would be reviewed, approved and managed through the City's permitting processes as required by the Franchise Agreement.

A staff presentation was given at the May 13th, 2019, Study Session discussing Draft Ordinance No. 6715. A Public Hearing to consider this application and hear public comment was held before the City Council on May 20, 2019, in accordance with Auburn City Code Chapter 20.06.030.

Ordinance No. 6715, if adopted by City Council, approves Franchise Agreement No. 19-09 subject to terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember:

Meeting Date: June 3, 2019

Staff:

Item Number:

Gaub

ORD.A

ORDINANCE NO. 6715

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO FATBEAM, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS AND RELATED SERVICES

WHEREAS, Fatbeam, LLC, a Washington limited liability company ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise; and

WHEREAS, based on the information presented at the public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants to grant the franchise to Grantee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, DO ORDAIN as follows:

Section 1. Grant of Right to Use; Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Grantee general permission to enter, use, and occupy the Franchise Area, located within the incorporated area of the City. Grantee may locate the Grantee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Grantee's Facilities to provide Grantee's Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee's Facilities and Grantee's Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee's Facilities and Grantee's Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, for any purpose that does not interfere with Grantee's rights under this Franchise.

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, rights-of-way, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area will have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee's Facilities, the City will reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee's Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area will at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 2. Notice

A. Written notices to the parties will be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Grantee: Fatbeam, LLC
2065 W Riverstone Drive, Suite 105
Coeur d'Alene, ID 83814
Phone: 509-344-1008
E-Mail: regulatory@Fatbeam.com

B. Any changes to the contact information will be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Agreement.

C. The above-stated Grantee voice and fax telephone numbers will be staffed at least during normal business hours, Pacific time zone. The City may contact Grantee at the following number for emergency or other needs outside of normal business hours of the Grantees: (855) 979-8844

Section 3. Term of Agreement

A. This Franchise will run for a period of five (5) years, from the date of execution.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee will only submit those materials deemed necessary by the City to address changes in the Grantee's Facilities or Grantee's Services, or to reflect specific reporting periods mandated by the ACC.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this Agreement:

A. "ACC" means the Auburn City Code.

B. "Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

C. "Franchise Area" means all present and future Rights-of-Way as defined in Section 4.H., within the City Limits as they currently exist or as amended in the future.

D. "Grantee's Facilities" means Grantee's fiber optic and broadband communications services constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Grantee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, including, but not limited to, the transmission of voice, data or other electronic information, or other subsequently developed technology that carries a signal over fiber optic cable. Grantee's Services shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Grantee's Services shall not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

F. "Maintenance" or "Maintain" means examining, testing, inspecting, repairing, maintaining, restoring, and replacing the existing Grantee's Facilities or any part thereof as required and necessary for safe operation.

G. "Relocation" means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request. Relocation shall conform to the meanings and requirements of Chapter 35.99 RCW.

H. "Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Grantee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Grantee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee will apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done within the City. Grantee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee's Facilities will be installed within the public right-of-way and may require the removal, relocation or replacement thereof in the public interest and safety at the expense of the Grantee as provided for in Chapter 35.99 RCW

D. Before beginning any work within the public right-of-way, the Grantee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

E. Tree Trimming. Grantee will have the authority to reasonably trim vegetation on and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee's Facilities. Grantee must get written approval from the City before trimming vegetation in or over the ROW. Grantee will be responsible for debris removal from trimming activities. If debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove the debris and charge Grantee for the cost of removal. This section does not grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any general vegetation clearing will require a permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence repair and emergency response work as required under the circumstances. The Grantee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but will notify the Grantee in writing as promptly as possible under the circumstances. Grantee will reimburse the City for the City's actual cost of performing emergency response work.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the property to a safe condition. All repair work will be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee's Facilities under this Franchise will have preference as to positioning and location with respect to the Grantee's Facilities. However, to the extent that the Grantee's Facilities are completed and installed before another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee's Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or right-of-way. A relocating utility will not cause the relocation of another utility that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Grantee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. Grantee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. This information will include, at a minimum, as-built drawings of Grantee's Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. This information may be requested either in hard copy or electronic format, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Grantee will keep the City Engineering Aide informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee ten (10) business days to obtain an injunction to prohibit the City's release of records.

Grantee will indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorney's fees) imposed by an administrative or judicial authority on the City because of non-disclosures requested by Grantee under Washington's public records act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee's Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

B. If a readjustment or relocation of the Grantee's Facilities is necessitated by a request from a party other than the City, that party will pay the Grantee the actual costs associated with such relocation.

Section 12. Abandonment and or Removal of Grantee's Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of any portion of the Grantee's Facilities, the Grantee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee will underground the Grantee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

A. The Grantee will defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent those costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence or willful misconduct of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

B. The Grantee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence or willful misconduct of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, will make such arrangements as Grantee deems fit for the provision of such services. The Grantee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee will not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section will survive the expiration or termination of this Agreement.

Section 15. Insurance

A. The Grantee will procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the following amounts and types:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage will be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage will be written on ISO occurrence form CG 00 01 and will cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03

11 85. There will be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City will be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professional employed or retained Grantee to perform services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Grantee's insurance coverage will be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City will be in excess of the Grantee's insurance and will not contribute with it.

2. The Grantee's insurance will be endorsed to state that coverage will not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Grantee will furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

E. Grantee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise will not be construed to limit the liability of Grantee to the coverage provided by that insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 16. Performance Security

The Grantee will provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Grantee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial guarantee any damages suffered by City as a result of Grantee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Grantee specifically agrees that its failure to comply with the terms of Section 19 will constitute damage to the City in the monetary amount set forth in that section. Any financial guarantee will not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance, which such consent will not be unreasonably withheld.

C. Grantee and any proposed assignee or transferee will provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which will be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance

and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Franchise, the dispute will first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any action will be entitled to its attorneys' fees and costs.

Section 19. Enforcement and Remedies

A. If the Grantee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Grantee is acting beyond the scope of permission granted in this Franchise for Grantee's Facilities and Grantee's Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions

are not allowed under applicable federal and state or City laws, to compel Grantee to cease those actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee will comply with, all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Grantee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise on thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

This Franchise will not exempt the Grantee from any future license, tax, or charge which the City may adopt under authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event will either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 24. Titles

The section titles are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 25. Implementation.

The Mayor is authorized to implement those administrative procedures necessary to carry out the directions of this legislation.

Section 26. Effective date.

This Ordinance will take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____

Ordinance No. 6715
Franchise Agreement No. 19-09
March 5, 2019
Page 14 of 15

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Fatbeam, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Fatbeam, LLC
2065 W Riverstone Drive, Suite 105
Coeur d'Alene, ID 83814

By: _____ Date: _____
Name:
Title:

STATE OF _____)
_____)ss.
COUNTY OF _____)

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____

Ordinance No. 6715
Franchise Agreement No. 19-09
March 5, 2019
Page 15 of 15



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6717 (Gaub)

Date:

May 13, 2019

Department:

Public Works

Attachments:

[Ordinance No. 6717](#)

[Exhibits A and B](#)

[Staff Report](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council introduces and adopts Ordinance No. 6717.

Background Summary:

Pacific Realty Associates, LP has applied to the City for vacation of the right-of-way of a portion of B Street SE, south of 2nd Street SE, described in Exhibit "A" and shown on Exhibit "B". The applicant currently owns adjacent parcels #0019000056 and is proposing to incorporate the right-of-way into adjacent property which will clean up the parcel and right-of-way lines.

The application has been reviewed by City staff and utility purveyors who have an interest in this right-of-way. Through this review City staff has determined that the right of way is no longer necessary to meet the needs of the City and could be vacated.

Ordinance No. 6717, if adopted by City Council, approves Vacation No. V3-18 and vacates the right-of-way subject to conditions outlined in the Ordinance.

Reviewed by Council Committees:**Councilmember:****Staff:**

Gaub

Meeting Date: June 3, 2019

Item Number:

ORD.B

ORDINANCE NO. 6717

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN WASHINGTON, VACATING RIGHT-OF-WAY OF A
PORTION OF B STREET SE, SOUTH OF 2ND STREET SE,
WITHIN THE CITY OF AUBURN, WASHINGTON

WHEREAS, the City of Auburn, Washington ("City"), received a petition signed by at least two-thirds (2/3) of the owners of property adjacent to right-of-way located at a portion of B Street SE, south of 2nd Street SE, within the City of Auburn, requesting vacation of the same; and,

WHEREAS, the City Council of the City of Auburn, Washington ("City Council"), has, reviewed the need for streets and right-of-ways in the vicinity of the right-of-way, determined that consideration should be given to the vacation of the same; and,

WHEREAS, in conformity with Chapter 12.48 of the Auburn City Code, a public hearing was held in connection with the possible vacation, with notice having been provided pursuant to statute; and,

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, held on the 3rd day of June, 2019, at the Auburn City Council Chambers in Auburn, Washington.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. Vacation. That the right of way located at a portion of B Street SE, south of 2nd Street SE located within the City of Auburn, Washington, legally described as follows:

Ordinance No. 6717
ROW Vacation V3-18
April 10, 2019
Page 1 of 3

That portion of "B" Street Southeast as dedicated for street purposes per Quit Claim Deed recorded under Recording Number 5764366 and as depicted on Record of Survey recorded under Recording Number 20131104900005 in King County, Washington, described as follows:

The east 7 feet of the north 20 feet of lot 3, block 2, of Abraham's Park Addition to the City of Auburn, recorded in Volume 27 of Plats, Page 26, in King County, Washington.

Containing 140 square feet, more or less.

Situate in the City of Auburn, King County, Washington.

[Also identified as Exhibit "A".]

and shown on the survey, a copy of which is attached, marked Exhibit "B", the same is vacated and the property lying in the portions of right-of-way described, shall inure and belong to those persons entitled to receive the property in accordance with RCW 35.79.040.

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this location.

Section 4. Effective Date. This Ordinance will take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

Section 5. Recordation. The City Clerk is directed to record this Ordinance with the office of the King County Auditor.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

PUBLISHED: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR RIGHT OF WAY VACATION

THAT PORTION OF "B" STREET SOUTHEAST AS DEDICATED FOR STREET PURPOSES PER QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 5764366 AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20131104900005 IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE EAST 7 FEET OF THE NORTH 20 FEET OF LOT 3, BLOCK 2, OF ABRAHAM'S PARK ADDITION TO THE CITY OF AUBURN, RECORDED IN VOLUME 27 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON.

CONTAINING 140 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.



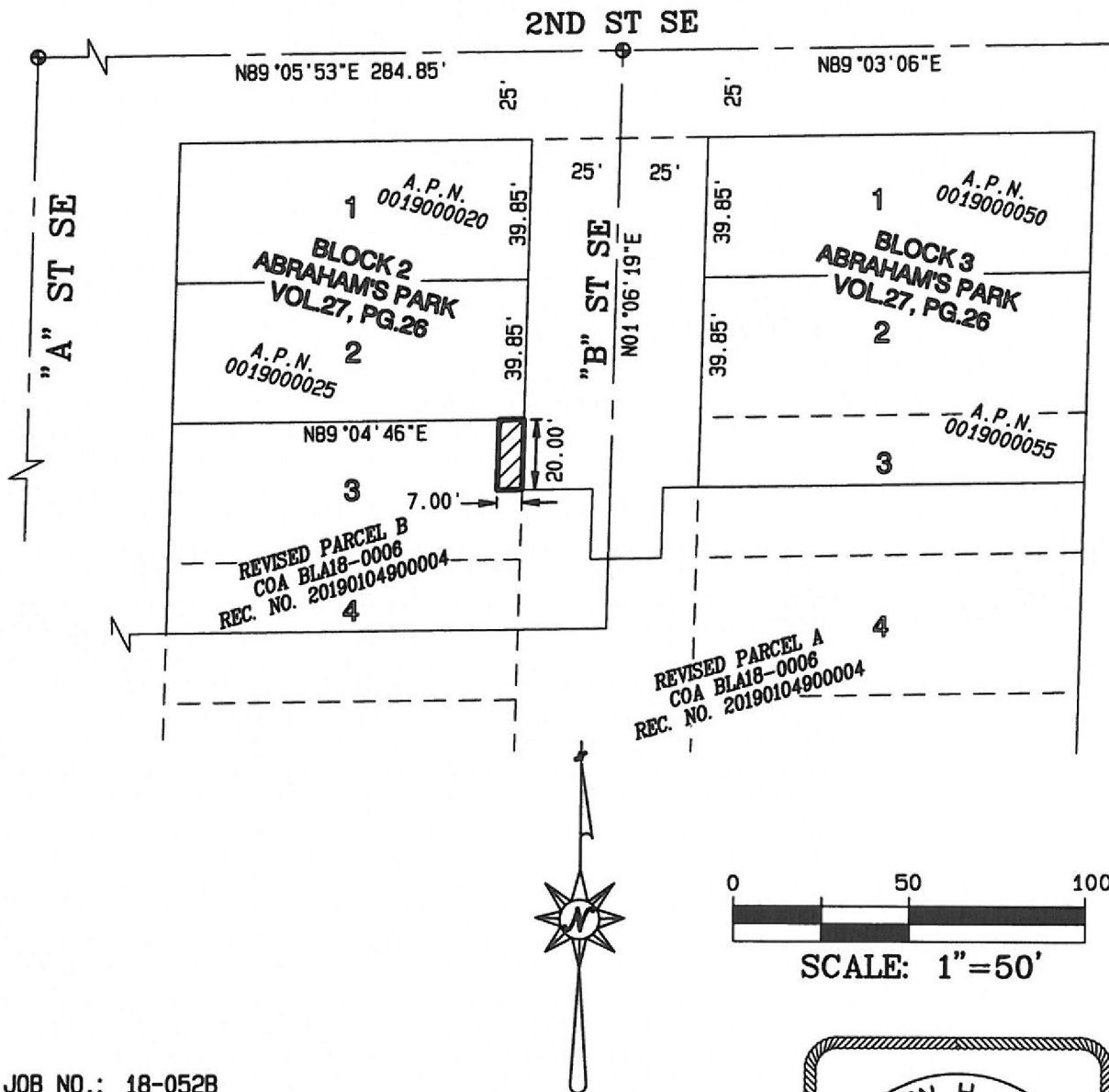
CONTOUR
ENGINEERING • LLC

4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

EXHIBIT "B"

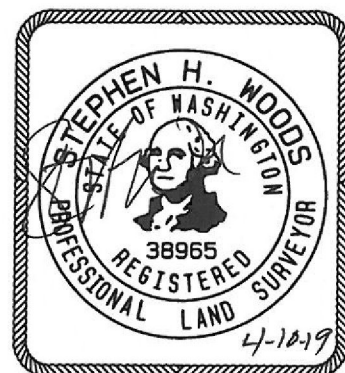
DEPICTION OF RIGHT OF WAY VACATION

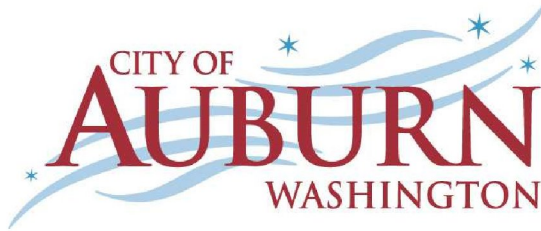
A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 21 N., RANGE 5 E., W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON



JOB NO.: 18-052B
DATE: 01/10/2019

CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
4706 97th Street NW, Suite 100, Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com





RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V3-18

Applicant: Pacific Realty Associates, LP

Property Location: Right-of-Way located at B Street SE, south of 2nd Street SE.

Description of right-of-way:

This ROW proposed for vacation consists of portions of the ROW of B Street SE, south of 2nd Street SE where the ROW lines jog. The proposed ROW is adjacent to Parcel No. 0019000056, Parcel No. 0019000025, and City right-of-way. Parcel No. 0019000056 is owned by the applicant and Parcel No. 0019000025 is owned by a private citizen. The total proposed area of ROW for vacation is approximately 140± square feet.

The ROW proposed for vacation was Quit Claim Deeded to the City of Auburn for street purposes on July 9, 1964.

See Exhibits "A" and "B" for legal description and survey.

Proposal:

The Applicant proposes that the City vacate the above described right-of-way to eliminate the jogs in the parcel and right-of-way lines.

Applicable Policies & Regulations:

- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- The vacated area may be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.

Discussion:

The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, and City staff.

1. Puget Sound Energy (PSE) – PSE has no facilities located within the area and therefore has no objection to the vacation and no need for any easement reservation.
2. Comcast – Comcast will not be affected by this vacation and does not oppose it.
3. CenturyLink – CenturyLink has reviewed the request for the subject vacation and had determined that it has no objections with respect to the areas proposed for vacation.
4. Water – There are no City water facilities in the area of right-of-way.
5. Sewer – No comments on Auburn Sewer.
6. Storm –No comments.
7. Transportation – No comments.
8. Planning – No comments.
9. Fire – No comments
10. Police – No comments.
11. Streets – No comments.
12. Construction –No comments.
13. Innovation and Technology – No comments

Assessed Value:

ACC 12.48 states “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.”

RCW 35.79.030 states the vacation “shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property

abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

The value of the right-of-way was determined to be \$1,972.00 based on adjacent land values so an appraisal was not required.

Recommendation:

Staff recommends that the street vacation be granted with no conditions and that compensation not be required as the right-of-way was acquired through Quit Claim Deed at no cost to the City.

ROW Vacation #V3-18 B Street SE

Printed Date: 4/9/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



166.7 0 83.3 166.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 83 ft

1:1,000



Page 53 of 98

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5425 (Hinman)

Date:

May 30, 2019

Department:

Administration

Attachments:

[Resolution No. 5425](#)

[1307 E Street SE Purchase Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to approve Resolution No. 5425

Background Summary:

In December 2017, an APD investigation culminated in the arrest of several individuals who were conducting marijuana grow operations in an Auburn house located at 1307 E St. SE. In addition to arresting these individuals, the APD seized the house, grow equipment, vehicles, jewelry, and cash that were related to the operations. State law allows law enforcement agencies to seize property that is used in the unlicensed production, distribution, or manufacturing of controlled substances.

One of the persons the APD officers arrested was the owner of the seized house. Later, the department entered into negotiations with the owner and ultimately came to an agreement with her regarding the disposal of the seized property. As part of the settlement, the APD returned one car, the seized cash, and the owner's jewelry. She agreed to forfeit her Auburn property and one vehicle.

Pursuant to this agreement, the city now owns the property at 1307 E St. SE. Because the property was a drug house, state law requires that the APD use the property, or the proceeds of the sale of the property, for drug interdiction efforts. Since the property itself is not useful to the APD, the department wishes to sell the property on the real estate market and put the proceeds toward furthering the department's controlled substances investigations.

Reviewed by Council Committees:**Councilmember:****Staff:**

Hinman

Meeting Date: June 3, 2019

Item Number:

RES.A

RESOLUTION NO. 5425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DECLARING A CERTAIN PARCEL OF REAL PROPERTY AS SURPLUS AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE AGREEMENT CONVEYING THE PROPERTY

WHEREAS, on May 1, 2019, superior court awarded the property located at 1307 E St. SE, Auburn, to the City, pursuant to RCW 69.50.505, as the property was used to facilitate the manufacture of marijuana; and

WHEREAS, state law restricts the use of such forfeited property, and the proceeds from the sale of the property, to further activities related to the expansion and improvement of controlled substances law enforcement; and

WHEREAS, the Auburn Police Department has no law enforcement use for the property and it is in the public interest to surplus the property and sell it for its fair market value.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The property described below is declared unneeded for law enforcement purposes, is declared to be surplus, and the Mayor is authorized to convey the property through an appropriate fair market sale and to deposit the proceeds in the City's drug forfeiture fund.

1307 E Street SE, Auburn, Washington, parcel #5194900120

LOT 12 MARYCON DIVISION NUMBER 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 149 OF PLATS, PAGES 46 AND 47, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY KING, STATE OF WASHINGTON

Section 2. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out this legislation.

Section 3. This Resolution shall take effect and be in full force on passage and signatures.

Dated and Signed this 3rd day of June, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

Form 34
 Addendum/Amendment to P&S
 Rev. 7/10
 Page 1 of 1

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 Northwest Multiple Listing Service
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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 23, 2019 1
 between David Kroeger Melody Kroeger ("Buyer") 2
 Buyer Buyer
 and City of Auburn ("Seller") 3
 Seller Seller
 concerning 1307 E St SE Auburn WA 98002 (the "Property"). 4
 Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

1. This sale is subject to passage by resolution of the Auburn City Council. 6
2. Closing shall be on or before June 30, 2019. 7

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

DK 05/24/2019
 Buyer's Initials Date

mk 05/24/2019
 Buyer's Initials Date

COA 5/24/19
 Seller's Initials Date

Seller's Initials Date Page 57 of 98

Form 21
Residential Purchase & Sale Agreement
Rev. 2/17
Page 1 of 5



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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: May 22, 2019 MLS No.: 1458954 Offer Expiration Date: 5/23/2019
2. Buyer: David Kroeger Melody Kroeger A married couple
Buyer Buyer Status
3. Seller: City of Auburn
Seller Seller
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 5194900120
1307 E Street SE Auburn King WA 98002
Address City County State Zip
5. Included Items: ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ attached television(s); ☐ attached speaker(s); ☐ microwave;
☐ generator; ☐ other _____
6. Purchase Price: \$ 321,000.00 Three Hundred Twenty-One Thousand Dollars
7. Earnest Money: \$ 15,000.00 ☒ Check; ☐ Note; ☐ Other _____ (held by ☐ Selling Firm; ☒ Closing Agent)
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Title Insurance Company: Ticor Title and Escrow #70112935
05/24/2019
10. Closing Agent: Ticor Escrow
Company 05/24/2019 Individual (optional) 05/24/2019
11. Closing Date: 6/4/2019 See Form 34 Possession Date: ☒ on Closing; ☐ Other 05/24/2019
12. Services of Closing Agent for Payment of Utilities: ☒ Requested (at 22K NWMLS Form 22K); ☐ Waived
13. Charges/Assessments Levied Before but Due After Closing: ☒ assumed by Buyer; ☒ prepaid in full by Seller at Closing
14. Seller Citizenship (FIRPTA): Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
15. Agency Disclosure: Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties
16. Addenda: 22D(Optional Clauses) 22K(Utilities) 22T(Title Contingency)
35(Inspection)

Authentisign
David Kroeger 05/22/2019
Buyer's Signature Date
Melody Kroeger 05/22/2019
Buyer's Signature Date
705 Renton
Buyer's Address
Renton WA 98057
City, State, Zip
206-240-9664
Phone No. Fax No.
kroeger56@comcast.net
Buyer's E-mail Address
Homesmart Ion Realty Group 3663
Selling Firm MLS Office No.
Dina Pickens 76362
Selling Broker (Print) MLS LAG No.
(425) 967-7175 (425) 244-9339
Firm Phone No. Broker Phone No. Firm Fax No.
broker@hsionrealtygroup.com
Selling Firm Document E-mail Address
dinapickens@hotmail.com
Selling Broker's E-mail Address
101633 19786
Selling Broker DOL License No. Selling Firm DOL License No.

Paul Amell for 5/24/19
Seller's Signature Date
City of Auburn
Seller's Signature Date
25 W Main
Seller's Address
Auburn, WA 98001
City, State, Zip
(253) 561-1235
Phone No. Fax No.
Seller's E-mail Address
Windermere R.E. Wall St. Inc. 7092
Listing Firm MLS Office No.
James Goodman 87911
Listing Broker (Print) MLS LAG No.
(206) 284-8989 (206) 849-5280 (206) 284-2184
Firm Phone No. Broker Phone No. Firm Fax No.
wremagnolia@windermere.com
Listing Firm Document E-mail Address
jgoodman@windermere.com
Listing Broker's E-mail Address
11680 2111
Listing Broker DOL License No. Listing Firm DOL License No.

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company

DK	05/22/2019	MK	05/22/2019	COA	5/24/19		
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

f. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) in the Property.

g. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

i. Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

DK 05/22/2019
Buyer's Initials Date

mk 05/22/2019
Buyer's Initials Date

COA 5/24/19
Seller's Initials Date

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- j. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

DK 05/22/2019
Buyer's Initials Date

mk 05/22/2019
Buyer's Initials Date

COA 5/24/19
Seller's Initials Date

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Form 21
Residential Purchase & Sale Agreement
Rev. 2/17
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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 172 173 174 175 176 177
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 178 179 180
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 181 182 183 184 185 186 187 188 189
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 190 191 192 193 194 195 196 197
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 198 199 200
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 201 202 203 204
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223

DK 05/22/2019
Buyer's Initials Date

mk 05/22/2019
Buyer's Initials Date

COA 5/24/19
Seller's Initials Date

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Rev. 2/17
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FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 22, 2019 1
between David Kroeger Melody Kroeger ("Buyer") 2
Buyer Buyer
and City of Auburn ("Seller") 3
Seller Seller
concerning 1307 E Street SE Auburn WA 98002 (the "Property"). 4
Address City State Zip

1. LOAN APPLICATION/WAIVER OF CONTINGENCY.

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)"): ☐ Conventional First; ☐ Conventional Second; ☐ Bridge; ☐ VA; ☐ FHA; ☐ USDA; ☐ Home Equity Line of Credit; ☒ Other ALL CASH (the "Financing Contingency"). Buyer shall pay ☐ \$ _____; or ☐ _____ % of the Purchase Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within _____ days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan amount.
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this Paragraph 1(b) also constitutes waiver of Paragraph 7 (Appraisal Less Than Sales Price). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan.

2. LOAN INFORMATION.

- a. **Seller's Request for Loan Information.** At any time 15 days (10 days if not filled in) after mutual acceptance, Seller may give, once, a notice requesting information related to the status of Buyer's loan application ("Request for Loan Information"). NWMLS Form 22AL may be used for this notice.
- b. **Buyer's Loan Information Notice.** Within _____ days (3 days if not filled in) of receiving Seller's Request for Loan Information, Buyer shall give notice of the status of Buyer's loan application ("Loan Information Notice"). Buyer's notice shall be on NWMLS Form 22AP and shall include the date of application, the name of lender, a list of the information that Buyer has provided to lender, and a warranty that Buyer has provided all information requested by lender.
- c. **Failure to Provide Loan Information Notice.** If Buyer fails to timely give to Seller a completed Loan Information Notice, Seller may give the Right to Terminate Notice described in Paragraph 3 (Seller's Right to Terminate) at any time after the date that the Loan Information Notice is due.

3. SELLER'S RIGHT TO TERMINATE.

- a. **Right to Terminate Notice.** At any time _____ days (30 days if not filled in) after mutual acceptance, Seller may give notice that Seller may terminate the Agreement at any time 3 days after delivery of that notice (the "Right to Terminate Notice"). NWMLS Form 22AR may be used for this notice.
- b. **Termination Notice.** If Buyer has not previously waived the Financing Contingency, Seller may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Seller gives the Termination Notice before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. If not waived, the Financing Contingency shall survive the Closing Date.
- c. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 3 ☐ will; or ☐ will not (will, if not filled in) constitute waiver of Paragraph 7 (Appraisal Less Than Sales Price).

DK 05/22/2019
Buyer's Initials Date

MK 05/22/2019
Buyer's Initials Date

COA 5/24/19
Seller's Initials Date

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**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**
Continued

- 4. LOAN COST PROVISIONS.** Seller shall pay up to ☐ \$ _____; or ☐ _____% of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 4 is insufficient to pay for those costs.
- 5. EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close; and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.
- 6. INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed.
- 7. APPRAISAL LESS THAN SALE PRICE.**
- a. Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 7.
- b. Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:
- (i) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;
 - (ii) Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);
 - (iii) Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or
 - (iv) Seller's rejection of Buyer's notice of low appraisal.
- If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal, and lender accepts Seller's response, then Buyer shall be bound by Seller's response.
- c. Buyer's Reply.**
- (i) Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - (ii) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
- Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices.

DK 05/22/2019
Buyer's Initials Date

MK 05/22/2019
Buyer's Initials Date

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Seller's Initials Date

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**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**
Continued

8. **FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Paragraph 7 above shall apply.
- Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable.
9. **EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of this Financing Contingency.

DK 05/22/2019
Buyer's Initials Date

mk 05/22/2019
Buyer's Initials Date

COA 5/24/19
Seller's Initials Date

Page 65 of 98



Form 22D
Optional Clauses Addendum
Rev. 2/17
Page 1 of 2

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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 22, 2019 1
between David Kroeger Melody Kroeger ("Buyer") 2
Buyer Buyer
and City of Auburn ("Seller") 3
Seller Seller
concerning 1307 E Street SE Auburn WA 98002 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11
☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14
☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18
3. ☐ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23
4. ☐ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property prior to the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25
5. ☐ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
☒ public water main; ☒ public sewer main; ☐ septic tank; ☐ well (specify type) _____; 29
☐ irrigation water (specify provider) _____; ☐ natural gas; ☐ telephone; 30
☐ cable; ☐ electricity; ☐ other _____ 31
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 32
WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 35
CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
OTHER INSULATION DATA: _____ 37
7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____ 38

DK 05/22/2019 MK 05/22/2019 COA 5/24/19 _____ Page 66 of 98
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☐ Seller (Seller if not filled in).

10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:

- a. Home warranty provider: _____
- b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Options to be included: _____ (none, if not filled in).
- d. Other: _____

12. ☐ **Other.**

DK

05/22/2019

Buyer's Initials

Date

mk

05/22/2019

Buyer's Initials

Date

LOA

5/24/19

Seller's Initials

Date

Seller's Initials



Form 22K
Identification of Utilities Addendum
Rev. 5/14
Page 1 of 1

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IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 22, 2019 1
between David Kroeger Melody Kroeger ("Buyer") 2
and City of Auburn ("Seller") 3
concerning 1307 E Street SE Auburn WA 98002 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT:

City of Auburn 8
Name
25 W Main 9
Address
Auburn, WA 98001 10
City, State, Zip Fax. No.

SEWER DISTRICT:

City of Auburn 11
Name
25 W MAIN 12
Address
AUBURN WA 98001 13
City, State, Zip Fax. No.

IRRIGATION DISTRICT:

N/A 14
Name
Address
City, State, Zip Fax. No.

GARBAGE:

WASTE MANAGEMENT 17
Name
25 W MAIN 18
Address
AUBURN WA 98001 19
City, State, Zip Fax. No.

ELECTRICITY:

Puget Sound Energy 20
Name
355 110TH AVE NE 21
Address
BELLEVUE WA 98004 22
City, State, Zip Fax. No.

GAS:

Puget Sound Energy 23
Name
355 110TH AVE NE 24
Address
BELLEVUE WA 98004 25
City, State, Zip Fax. No.

SPECIAL DISTRICT(S):

(local improvement districts or
utility local improvement districts)

Name 27
Address 28
City, State, Zip Fax. No.

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within _____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

DK 05/22/2019 mk 05/22/2019 COA 5/24/19 Page 68 of 98
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date



Form 22T
Title Contingency Addendum
Rev. 7/15
Page 1 of 1

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TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 22, 2019 1
between David Kroeger Melody Kroeger ("Buyer") 2
Buyer Buyer
and City of Auburn ("Seller") 3
Seller Seller
concerning 1307 E Street SE Auburn WA 98002 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 6
days (5 days if not filled in) from ☐ the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. 9
Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11
disapproved exceptions. 12
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
as provided for in the Agreement. 22

DK 05/22/2019
Buyer's Initials Date

MK 05/22/2019
Buyer's Initials Date

City COA 5/24/19
Seller's Initials Date

Page 69 of 98



Form 35
Inspection Addendum
Rev. 7/15
Page 1 of 2

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INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 22, 2019 1
between David Kroeger Melody Kroeger ("Buyer") 2
Buyer Buyer
and City of Auburn ("Seller") 3
Seller Seller
concerning 1307 E Street SE Auburn WA 98002 (the "Property"). 4
Address City State Zip

1. ☐ a. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with 5
inspections of the Property and the improvements on the Property. Buyer's inspections may include, at 6
Buyer's option and without limitation, the structural, mechanical and general condition of the 7
improvements to the Property, compliance with building and zoning codes, an inspection of the Property 8
for hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be 9
performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 10

Sewer Inspection. Buyer's inspection of the Property ☐ may; ☐ may not (may, if not checked) include 11
an inspection of the sewer system, which may include a sewer line video inspection and assessment and 12
may require the inspector to remove toilets or other fixtures to access the sewer line. 13

Buyer's Obligations. All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of 14
Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any 15
improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for 16
interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the 17
Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all 18
damages resulting from any inspection of the Property performed on Buyer's behalf. 19

BUYER'S NOTICE. This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED 20
unless within _____ days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial 21
Inspection Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) 22
disapproving the inspection and terminating the Agreement; (3) that Buyer will conduct additional inspections; 23
or (4) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection 24
and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the 25
property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to 26
be performed after Closing, the parties shall negotiate as set forth in paragraph 1.c, below. The parties may 27
use NWMLS Form 35R to give notices required by this Addendum. 28

ATTENTION BUYER: If Buyer fails to give timely notice, then this inspection contingency shall be 29
deemed waived and Seller shall not be obligated to make any repairs or modifications. 30

b. **Additional Inspections.** If an inspector so recommends, Buyer may obtain further evaluation of any item 31
by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, 32
Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional 33
inspections. If Buyer gives timely notice of additional inspections, Buyer shall have _____ (5 days if 34
not filled in) after giving the notice to obtain the additional inspection(s) by a specialist. 35

c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under 36
paragraph 1.a or 1.b. above, the parties shall negotiate as set forth in this paragraph. All requests, 37
responses, and replies made in accordance with the following procedures are irrevocable for the time 38
period provided. 39

(i) **Seller's Response to Request for Repairs or Modifications.** Seller shall have _____ days (3 40
days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller 41
(a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or 42
modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) 43
offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for 44
repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If 45
Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to 46
reply, as follows: 47

DK 05/22/2019
Buyer's Initials Date

MK 05/22/2019
Buyer's Initials Date

COA 5/24/19
Seller's Initials Date

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

(ii) **Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.

ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.

d. **Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.

e. **Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

f. **On-site Sewage Disposal Systems Advisory:** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

2. ☐ **NEIGHBORHOOD REVIEW CONTINGENCY:** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

3. ☐ **PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker.

4. ☒ **WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker.

DK 05/22/2019
Buyer's Initials Date

mk 05/22/2019
Buyer's Initials Date

COA 5/24/19
Seller's Initials Date

Seller's Initials Date Page 7 of 98

May. 17. 2019 9:45AM Windermere mag

No. 7825 P. 2/2

EXHIBIT "A"

Legal Description

Lot 12 Marycon Division Number 1, According To The Plat Thereof,
Recorded In Volume 149 Of Plats, Pages 46 And 47, Records Of King
County, Washington. Situate In The County King, Washington

A 5.15.19

[DK] 05/22/2019

[mk] 05/22/2019

May. 17. 2019 9:40AM Windermere mag

No. 7823 P. 2

Form 17
Seller Disclosure Statement
Rev. 7/16
Page 1 of 6

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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SELLER: City of Auburn

Seller

Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT
1307 E 5th St CITY Auburn

STATE WA, ZIP 98002, COUNTY King ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☐ IS/ ☒ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- | | YES | NO | DON'T KNOW | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | ☒ | ☐ | ☐ | ☐ |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | ☐ | ☒ | ☐ | ☐ |
| (2) Option | ☐ | ☒ | ☐ | ☐ |
| (3) Lease or rental agreement | ☐ | ☒ | ☐ | ☐ |
| (4) Life estate? | ☐ | ☒ | ☐ | ☐ |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | ☐ | ☐ | ☒ | ☐ |
| *D. Is there a private road or easement agreement for access to the property? | ☐ | ☒ | ☐ | ☐ |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | ☐ | ☒ | ☐ | ☐ |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | ☐ | ☐ | ☒ | ☐ |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | ☐ | ☐ | ☒ | ☐ |
| *H. Are there any pending or existing assessments against the property? | ☐ | ☐ | ☒ | ☐ |

DA CDA 5/14/19
SELLER'S INITIALS Date

SELLER'S INITIALS Date

May. 17. 2019 9:41AM Windermere mag

No. 7823 P. 3

Form 17
Seller Disclosure Statement
Rev. 7/16
Page 2 of 6

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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- | | YES | NO | DONT
KNOW | N/A | |
|--|--------------------------|-------------------------------------|-------------------------------------|--------------------------|----|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | ☐ | ☐ | ☒ | ☐ | 52 |
| | | | | | 53 |
| *J. Is there a boundary survey for the property? | ☐ | ☒ | ☐ | ☐ | 54 |
| | | | | | 55 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | ☐ | ☐ | ☒ | ☐ | 56 |
| | | | | | 57 |
| PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224. | | | | | 58 |
| | | | | | 59 |
| | | | | | 60 |
| | | | | | 61 |

2. WATER

A. Household Water

- | | | | | | |
|--|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|----|
| (1) The source of water for the property is: ☒ Private or publicly owned water system | | | | | 62 |
| ☐ Private well serving only the subject property * ☐ Other water system | | | | | 63 |
| *If shared, are there any written agreements? | ☐ | ☐ | ☐ | ☒ | 64 |
| | | | | | 65 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | ☐ | ☐ | ☒ | ☐ | 66 |
| | | | | | 67 |
| *(3) Are there any problems or repairs needed? | ☒ | ☐ | ☐ | ☐ | 68 |
| | | | | | 69 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? .. | ☐ | ☐ | ☒ | ☐ | 70 |
| If no, please explain: | | | | | 71 |
| *(5) Are there any water treatment systems for the property? | ☐ | ☐ | ☒ | ☐ | 72 |
| If yes, are they: ☐ Leased ☐ Owned | | | | | 73 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | ☐ | ☐ | ☒ | ☐ | 74 |
| | | | | | 75 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .. | ☐ | ☐ | ☒ | ☐ | 76 |
| *(b) If yes, has all or any portion of the water right not been used for five or more successive years? .. | ☐ | ☐ | ☒ | ☐ | 77 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | ☐ | ☐ | ☒ | ☐ | 78 |

B. Irrigation Water

- | | | | | | |
|--|-------------------------------------|--------------------------|-------------------------------------|--------------------------|----|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | ☐ | ☐ | ☒ | ☐ | 79 |
| | | | | | 80 |
| *(a) If yes, has all or any portion of the water right not been used for five or more successive years? | ☐ | ☐ | ☒ | ☐ | 81 |
| | | | | | 82 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | ☐ | ☐ | ☒ | ☐ | 83 |
| | | | | | 84 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .. | ☐ | ☐ | ☒ | ☐ | 85 |
| | | | | | 86 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | ☒ | ☐ | ☐ | ☐ | 87 |
| If so, please identify the entity that supplies water to the property: | | | | | 88 |

C. Outdoor Sprinkler System

- | | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|----|
| (1) Is there an outdoor sprinkler system for the property? | ☐ | ☐ | ☒ | ☐ | 89 |
| | | | | | 90 |
| *(2) If yes, are there any defects in the system? | ☐ | ☐ | ☒ | ☐ | 91 |
| | | | | | 92 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | ☐ | ☐ | ☒ | ☐ | 93 |

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

☒ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)

☐ Other disposal system

Please describe:

Ar COA 5/14/19
SELLER'S INITIALS Date

SELLER'S INITIALS Date

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- | | YES | NO | DONT
KNOW | N/A | 98 |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | ☐ | ☐ | ☒ | ☐ | 99 |
| If no, please explain: | | | | | 100 |
| | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | ☐ | ☐ | ☒ | ☐ | 102 |
| | | | | | 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | ☐ | ☐ | ☒ | ☒ | 105 |
| (2) When was it last pumped? | | | | | 106 |
| *(3) Are there any defects in the operation of the on-site sewage system? | ☐ | ☐ | ☐ | ☒ | 107 |
| (4) When was it last inspected? | | | | | 108 |
| By whom: | | | | | 109 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | | | 110 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | ☐ | ☐ | ☒ | ☐ | 111 |
| If no, please explain: | | | | | 112 |
| | | | | | 113 |
| *F. Have there been any changes or repairs to the on-site sewage system? | ☐ | ☐ | ☒ | ☐ | 114 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | ☐ | ☐ | ☐ | ☒ | 115 |
| If no, please explain: | | | | | 116 |
| | | | | | 117 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | ☐ | ☐ | ☒ | ☐ | 118 |
| | | | | | 119 |
| | | | | | 120 |

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

4. STRUCTURAL

- | | | | | | |
|---|---|--|-------------------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | ☐ | ☐ | ☒ | ☐ | 121 |
| | | | | | 122 |
| *B. Has the basement flooded or leaked? | ☐ | ☐ | ☐ | ☒ | 123 |
| | | | | | 124 |
| *C. Have there been any conversions, additions or remodeling? | ☐ | ☐ | ☒ | ☐ | 125 |
| *(1) If yes, were all building permits obtained? | ☐ | ☐ | ☒ | ☐ | 126 |
| *(2) If yes, were all final inspections obtained? | ☐ | ☐ | ☒ | ☐ | 127 |
| D. Do you know the age of the house? | ☒ | ☐ | ☐ | ☐ | 128 |
| If yes, year of original construction: <u>1990</u> | | | | | 129 |
| | | | | | 130 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | ☐ | ☐ | ☒ | ☐ | 131 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | ☐ | ☐ | ☒ | ☐ | 132 |
| ☐ Foundations | ☐ Decks | ☐ Exterior Walls | | | 133 |
| ☐ Chimneys | ☐ Interior Walls | ☐ Fire Alarms | | | 134 |
| ☐ Doors | ☐ Windows | ☐ Patio | | | 135 |
| ☐ Ceilings | ☐ Slab Floors | ☐ Driveways | | | 136 |
| ☐ Pools | ☐ Hot Tub | ☐ Sauna | | | 137 |
| ☐ Sidewalks | ☐ Outbuildings | ☐ Fireplaces | | | 138 |
| ☐ Garage Floors | ☐ Walkways | ☐ Siding | | | 139 |
| ☐ Wood Stoves | ☐ Elevators | ☐ Incline Elevators | | | 140 |
| ☐ Stairway Chair Lifts | ☐ Wheelchair Lifts | ☐ Other | | | 141 |
| | | | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | ☐ | ☐ | ☒ | ☐ | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 |
| | | | | | 145 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | ☐ | ☐ | ☒ | ☐ | 146 |
| I. Is the attic insulated? | ☐ | ☐ | ☒ | ☐ | 147 |
| J. Is the basement insulated? | ☐ | ☐ | ☒ | ☐ | 148 |

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SELLER'S INITIALS Date

SELLER'S INITIALS Date

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5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain:

- | | YES | NO | DONT
KNOW | N/A | 148 |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | ☐ | ☐ | ☒ | ☐ | 149 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | ☐ | ☐ | ☒ | ☐ | 150 |
| Hot water tank | ☐ | ☐ | ☒ | ☐ | 151 |
| Garbage disposal | ☐ | ☐ | ☒ | ☐ | 152 |
| Appliances | ☐ | ☐ | ☒ | ☐ | 153 |
| Sump pump | ☐ | ☐ | ☒ | ☐ | 154 |
| Heating and cooling systems | ☐ | ☐ | ☒ | ☐ | 155 |
| Security system: ☐ Owned ☐ Leased | ☐ | ☐ | ☒ | ☐ | 156 |
| Other | ☐ | ☐ | ☒ | ☐ | 157 |

*B. If any of the following fixtures or property is included with the transfer, are they leased?
(If yes, please attach copy of lease.)

- | | YES | NO | DONT
KNOW | N/A | 161 |
|------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-----|
| Security System: | ☐ | ☐ | ☒ | ☐ | 162 |
| Tanks (type): | ☐ | ☐ | ☒ | ☐ | 163 |
| Satellite dish: | ☐ | ☐ | ☒ | ☐ | 164 |
| Other: | ☐ | ☐ | ☒ | ☐ | 165 |

*C. Are any of the following kinds of wood burning appliances present at the property?

- | | YES | NO | DONT
KNOW | N/A | 167 |
|-----------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | ☐ | ☒ | ☐ | ☐ | 168 |
| (2) Fireplace insert? | ☐ | ☒ | ☐ | ☐ | 169 |
| (3) Pellet stove? | ☐ | ☒ | ☐ | ☐ | 170 |
| (4) Fireplace? | ☐ | ☒ | ☐ | ☐ | 171 |

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?

- | | YES | NO | DONT
KNOW | N/A | 172 |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? | ☒ | ☐ | ☐ | ☐ | 173 |
| E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.630, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) | ☒ | ☐ | ☐ | ☐ | 174 |
| F. Is the property equipped with smoke alarms? | ☐ | ☒ | ☐ | ☐ | 175 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association?

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, filing policy, and other information that is not publicly available:

B. Are there regular periodic assessments?

\$ _____ per ☐ month ☐ year

☐ Other:

*C. Are there any pending special assessments?

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

7. ENVIRONMENTAL

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?

*B. Does any part of the property contain fill dirt, waste, or other fill material?

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

*F. Has the property been used for commercial or industrial purposes?

DA for COR 5/14/19
SELLER'S INITIALS Date

SELLER'S INITIALS Date

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	YES	NO	DONT KNOW	N/A	202
*G. Is there any soil or groundwater contamination?	☐	☐	☒	☐	203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	☐	☐	☒	☐	204
*I. Has the property been used as a legal or illegal dumping site?	☐	☐	☒	☐	205
*J. Has the property been used as an illegal drug manufacturing site?	☒	☐	☐	☐	206
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	☐	☐	☒	☐	207
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					208
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					209
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					210
☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					211
B. Records and reports available to the Seller (check one below):					212
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).					213
☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					214
9. MANUFACTURED AND MOBILE HOMES					215
If the property includes a manufactured or mobile home,					216
*A. Did you make any alterations to the home?	☐	☐	☐	☒	217
If yes, please describe the alterations:					218
*B. Did any previous owner make any alterations to the home?	☐	☐	☐	☒	219
*C. If alterations were made, were permits or variances for these alterations obtained?	☐	☐	☐	☒	220
10. FULL DISCLOSURE BY SELLERS					221
A. Other conditions or defects:					222
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	☐	☐	☒	☐	223
B. Verification					224
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					225
<u>Carol Hunt</u> <u>5/14/19</u>	Seller	Date	Seller	Date	226
As a representative for the City of Auburn					227
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					228
See Attached Exhibit A					229
					230
					231
					232
					233
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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

2. PROXIMITY TO FARMING

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

David Kroeger 05/22/2019

5/22/2019 5:11:49 PM PDT

Date

Melody Kroeger 05/22/2019

5/22/2019 5:13:46 PM PDT

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

David Kroeger 05/22/2019

Buyer 5/22/2019 5:11:51 PM PDT

Date

Melody Kroeger 05/22/2019

Buyer 5/22/2019 5:13:41 PM PDT

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer

Date

Buyer

Date

DA for COM 5/14/19
SELLER'S INITIALS Date

SELLER'S INITIALS Date

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Exhibit A

2a(3) – The property is considered by the City to be “unlivable” in its current condition and therefor consider the property to be in need of numerous repairs. The total extent of which is unknown to the City.

7(f) – Prior to City ownership of the property it was used in the illegal manufacturing of marijuana for commercial purposes.

7(j) – See 7(f) above

[DK] 05/22/2019

COA
5/24/19

[MK] 05/22/2019



5/22/2019

David G. Kroeger
735 Renton Ave S
Renton, WA 98057

Confirmation of Available Funds

This is confirmation that as of May 22, 2019 at 1:30 PM PT, there are sufficient funds available to request a withdrawal in the amount of \$500.00.00 from the following BECU account(s) belonging to David G Kroeger & Melody F Kroeger.

Account Type: Home Equity Line of Credit
Account Ending in: 2797
Account Type: <Account Type>
Account Ending in: <Last Four Digits>

Questions?

If you have any questions, please call a BECU representative at 800.233.2328. You can also send us a secure message using the Message Center in Online Banking or visit any BECU location. To find a location near you, visit becu.org/locations.

Sincerely,

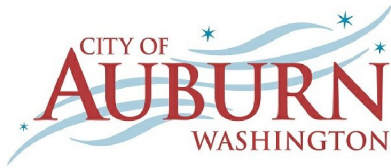
BECU

Brianna Stein
IT Manager

800.233.2328
becu.org

PO Box 97050
Seattle, WA 98124-0750

BECU 0644
4/8/2019



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No 5427 (Martinson)

Date:

May 30, 2019

Department:

Human Resources

Attachments:

[Resolution No 5427](#)

[Contract](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No 5427

Background Summary:

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute and administer an agreement between the City of Auburn and Racial Equity Consulting Group for racial equity training and policy development.

Reviewed by Council Committees:**Councilmember:****Staff:**

Martinson

Meeting Date: June 3, 2019

Item Number:

RES.B

RESOLUTION NO. 5427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT BETWEEN THE CITY OF AUBURN AND RACING TO EQUITY CONSULTING GROUP FOR RACIAL EQUITY TRAINING AND POLICY DEVELOPMENT

WHEREAS, the City has identified an interest in racial equity training to provide professional development opportunities and racial equity policy development; and

WHEREAS, Racing to Equity Consulting Group is qualified to provide those services in a good and professional manner at a cost that is acceptable to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The Mayor is authorized to execute and administer an Agreement between the City and Racing to Equity Consulting Group which will be in substantial conformity with the Agreement attached as Exhibit A.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

CITY OF AUBURN AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into on this ____ day of _____, 2019, by and between the **City of Auburn**, a municipal corporation of the State of Washington, (the “City”) and **Racing to Equity Consulting Group**, (the “Consultant”).

RECITALS:

1. The City is in need of specialized and qualified racial equity training to provide professional development opportunities and racial equity-to-policy development.
2. The City wants to hire the Consultant to provide these services in connection with the City’s work.
3. The Consultant is qualified and able to provide services in connection with the City’s needs for this work, and is willing and agreeable to provide the services on the terms and conditions in this Agreement.

AGREEMENT:

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Scope of Services

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit “A.” The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture, employment, or other relationship with the City.

2. Additional Services

If additional services with respect to related work are required beyond those specified in the Scope of Work, and not included in the compensation listed in this Agreement, the parties will amend this Agreement before the Consultant performs the additional services.

3. Consultant’s Representations

The Consultant represents and warrants that it has all necessary licenses and certifications to perform the services provided for in this Agreement, and is qualified to perform those services.

4. Acceptable Standards

The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and professional standard that meets generally recognized industry standards for similar work products and services.

5. Compensation

As compensation for the Consultant's performance of the services provided for in this Agreement, the City shall pay the Consultant the fees and costs specified on Exhibit "B." The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work. The City, upon acceptance of the invoice or statement, shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Consultant, subject to any conditions or provisions in this Agreement or Amendment. The not-to-exceed amounts for this agreement are \$99,000.00 for 2019; \$180,000.00 for 2020; and \$131,000.00 for 2021.

6. Time for Performance and Term of Agreement

The Consultant shall not begin any work under this Agreement until authorized in writing by the City. The Consultant shall perform the services in accordance with the direction and scheduling provided on Exhibit "A" unless otherwise agreed to in writing by the parties. All work under this Agreement shall be completed by no later than December 31, 2021, and in accordance with the deadlines set forth in the Scope of Services.

7. Ownership and Use of Documents

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of their performance under this Agreement will be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

8. Records Inspection and Audit

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

9. Continuation of Performance

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Nothing in this section is intended to restrict or otherwise limit the Consultant's rights of termination set forth elsewhere in this Agreement.

10. Notices

Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Auburn

Human Resources Manager

25 West Main Street

Auburn, WA 98001-4998

Phone: 253-931-3040

Fax: 253-288-4305

E-mail: humanresources@auburnwa.gov

Racing to Equity

Chief Equity Officer

10041 California Ave SW

Seattle, WA 98146-1071

Phone: 206-930-6436

Email: bernardo@r2esj.org

11. Notices

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing to the other party.

12. Insurance

The Consultant will procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Consultant, or the Consultant's agents, representatives, employees, or subcontractors.

The Consultant will obtain insurance of the types described below:

A. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

B. Commercial General Liability insurance will be at least as broad as ISO occurrence form CG 00 01 and will cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City will be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26. Commercial General Liability insurance will be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. Professional Liability insurance appropriate to the Consultant's profession. Professional Liability insurance will be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

The Consultant's insurance coverage will be primary insurance. Any insurance, self-insurance, or insurance pool coverage maintained by the City will be excess of the Consultant's insurance and will not contribute to it.

The Consultant will provide the City and all Additional Insureds for this work with written notice of any policy cancellation within five business days of their receipt of such notice.

Insurance is to be placed with an authorized insurer in Washington State. The insurer must have a current A.M. Best rating of not less than A:VII.

Consultant will furnish the City with certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to require that complete, certified copies of all required insurance policies be submitted to the City at any time. The City will pay no progress payments until the Consultant has fully complied with this section.

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13. Indemnification/Hold Harmless

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

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

14. Assignment

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

15. Nondiscrimination

The Consultant may not discriminate regarding any services or activities to which this Agreement may apply directly or through contractual, hiring, or other arrangements on the grounds of race,

color, creed, religion, national origin, sex, age, or where there is the presence of any sensory, mental or physical handicap.

16. Amendment, Modification or Waiver

No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification, or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default.

17. Non-Availability of Funds

Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of that obligation. If funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by either party at the end of the period for which funds are available. No liability will accrue to either party if this provision is exercised, and the City will not be obligated or liable for any future payments or damages as a result of termination under this Section.

18. Termination for Cause

Either party may terminate this Agreement at any time while the Agreement is in effect upon thirty (30) days' prior written notice to the other party, if such other party breaches any material term or condition of this Agreement and fails to cure such breach within the thirty (30) day cure period. In the event of termination, the City shall only be obligated to pay Consultant for services actually rendered up to the date of termination.

19. Termination for Convenience

Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by either party for convenience by delivery of a Notice of Termination with the effective date. In the event of termination pursuant to this Section 19, the City shall only be obligated to pay Consultant for services actually rendered up to the date of termination.

20. Parties in Interest

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

21. Costs to Prevailing Party

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.

22. Applicable Law

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be

in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

23. Captions, Headings and Titles

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

24. Severable Provisions

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

25. Entire Agreement

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

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26. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

**RACING TO EQUITY
CONSULTING GROUP**

Nancy Backus, Mayor

Signature

Name: _____

Title: _____

Federal Tax ID No: _____

Approved as to form:

Steve Gross, City Attorney

Exhibit A
Scope of Services

Racing To Equity will provide the following services:

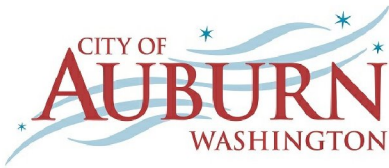
- Development of Auburn’s racial equity policies and equity tools
- Racial Equity Adaptive Leadership (REAL) Training for management teams, as well as employees
- Strategic racial equity executive advising for Mayor, Directors, and leadership teams
- Research, analysis, and metric development for Auburn’s program
- Development of City’s “Racial Equity Team” including training and strategic advising during the first two years of the team’s creation
- Facilitating Auburn’s “Racial Affinity Caucusing” groups
- Strategic advising for City leaders on community engagement measures
- “Train-the-trainer” program development to support internal sustainability of the equity and implicit bias program

Exhibit B
Payment for Work

As compensation for the Consultant's performance of the services provided for in this Agreement, the City shall pay the Consultant the following:

- Compensation for 2019 is not-to-exceed \$99,000.00
- Compensation for 2020 is not-to-exceed \$180,000.00
- Compensation for 2021 is not-to-exceed \$131,000.00

The Consultant will submit to the City an invoice or statement of time spent on tasks included in the scope of services within thirty (30) days, and the City upon acceptance of the invoice or statement will process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and will remit payment to the Consultant, subject to any conditions or provisions in this Agreement.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5430 (Coleman)

Date:

May 29, 2019

Department:

Finance

Attachments:

[Resolution No. 5430](#)

Budget Impact:**Administrative Recommendation:**

City Council adopt Resolution No. 5430

Background Summary:

King County EMS System. King County's Medic One/Emergency Medical Services (EMS) system provides residents of Seattle and King County with life-saving prehospital medical care through an internationally recognized tiered regional response system. This system relies upon coordinated partnerships with fire departments, paramedic agencies, dispatch centers and hospitals.

Funding of EMS Services. The Medic One/EMS system is funded with a countywide, voter-approved EMS levy. State law authorizes EMS levies and stipulates that revenues collected may only be used for EMS operations and support purposes. EMS levies in King County have been approved for six-year periods. Past levy periods and rates are shown in Table 1.

Table 1. EMS Levy History

Levy Period	Rate per \$1,000 AV
2014 - 2019	\$0.335
2008 - 2013	\$0.30
2002 - 2007	\$0.25
1999 - 2001	\$0.29
1992 - 1997	\$0.25
1986 - 1991	\$0.25
1980 - 1985	\$0.21

As indicated in the 2018 EMS annual report, the region started an extensive planning process, bringing together regional leaders, decision-makers and stakeholders to assess the needs of the system and develop recommendations to direct the system into the future.

EMS Advisory Task Force. Overseeing the development and vetting of the Medic One/EMS levy is the EMS Advisory Task Force. This 20-body group consists of elected officials from the county, cities, and fire districts, representing those who administer, authorize and are

served by the system. The task force was charged with reviewing and endorsing Medic One/EMS program recommendations and a supporting levy rate. The EMS Advisory Task Force convened on January 18, 2018, beginning the levy renewal planning process.

Task Force Recommendations. The Task Force-recommended financial plan would support a six-year EMS budget (2020-2025) with a levy rate of 27 cents per \$1,000 Assessed Valuation (AV). The 2020-2025 EMS levy, if approved, is expected to generate approximately \$1.1 billion over the six-year collection period based on the August 2018 forecast, assuming a 27-cent levy, with an annual levy rate projected to vary from 27 cents to a low of approximately 24 cents. For the owner of a home with a \$400,000 assessed valuation, the annual levy cost would be \$108 (at \$0.27 per \$1,000 AV). This levy will renew the existing EMS levy.

In order for a countywide EMS levy to be placed on the ballot, current state law requires that a majority of at least three-fourths of cities over 50,000 in population must approve the levy proposal. This requirement is usually accomplished by each city passing a resolution endorsing the levy. Resolution 5430 approves the levy proposal for the City of Auburn.

The following chart is a summary of recommendations to support the 6-year plan funded by the levy.

Task Force Recommendations

ALS	· Continue using the unit allocation to fully fund Advanced Life Support · Include a placeholder for adding a potential future unit · Explore options to address paramedic workforce needs and other efficiencies
BLS	· Continue the Basic Life Support allocation; streamline the BLS funding sources and distribute it using agencies' current assessed valuations and service levels
	· Commit \$4 million a year of levy funding to exploring a Mobile Integrated Healthcare model to address community needs; distribute to all agencies · Establish guidelines to create consistency around data collection, measures and program reporting
Regional Services & Strategic Initiatives	· Continue delivering programs that provide essential support to the system · Maintain regional focus on creating additional efficiencies and system effectiveness to improve patient care and outcomes · Support strategic initiatives that leverage previous investments made by the region to improve patient care and outcomes
Finance	· Support financial policies that provide stability to the system by: - o Adapting existing reserve policies to meet county financial policies - o Incorporating sufficient reserves to mitigate unforeseen financial risk - o Pursuing an EMS levy length that ensures sufficient

	funding · Forward financial plan that supports 6-year budget of \$1.1 billion with a 27-cent EMS levy to the Task Force for consideration and adoption
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Reviewed by Council Committees:

Councilmember:

Staff:

Coleman

Meeting Date: June 3, 2019

Item Number:

RES.C

RESOLUTION NO. 5430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SUPPORTING THE COUNTYWIDE BALLOT PROPOSITION FOR FUNDING THE MEDIC ONE/EMERGENCY MEDICAL SERVICES (EMS) LEVY FOR THE PERIOD FROM JANUARY 1, 2020, THROUGH DECEMBER 31, 2025, PURSUANT TO RCW 84.52.069.

WHEREAS, the delivery of emergency medical services is an essential function of the fire and life safety responsibility of local and regional government; and

WHEREAS, the internationally recognized countywide tiered Medic One/EMS system in Seattle & King County provides county residents and visitors essential life-saving services throughout the region regardless of location, incident circumstances, day of the week, or time of day; and

WHEREAS, it has been to the benefit of the residents of the City of Auburn to support and participate in the countywide cooperative of delivering Advanced Life Support and Basic Life Support services; and

WHEREAS, King County should continue to exercise leadership and assume responsibility for assuring the consistent, standardized, effective and cost efficient development and provision of emergency services throughout the county; and

WHEREAS, RCW 84.52.069 provides for countywide emergency medical care and service levies and King County is seeking voter authorization of a six-year Medic One/EMS levy for the period of 2020-2025, and

WHEREAS, the highly praised patient and program services of the King County Medic One/EMS system are funded by a prior countywide six-year Medic One/EMS levy that expires December 31, 2019, and

WHEREAS, the EMS Advisory Task Force, created via Executive Order PHL- 0 - 1 – EO, worked collaboratively with regional EMS Stakeholders to develop the Medic One/EMS 2020-2025 Strategic Plan for providing this countywide service, and recommends pursuit of a Medic One/EMS levy, per RCW 84.52.069; with an initial levy rate of \$0.265 cents per one thousand dollars assessed value, to fund EMS throughout King County for the next six years; and

WHEREAS, the City of Auburn significantly participated in these discussions throughout the process and was represented on the Task Force; and

WHEREAS, in order to continue funding for emergency medical services for six years, RCW 84.52.069 requires that 75% of those cities with a population greater than fifty thousand approve placing the countywide levy proposal on the ballot; and

WHEREAS, the City of Auburn has a population of 80,615 people;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The City of Auburn hereby approves submitting to the voters a ballot proposition to provide stable and long-term funding for the countywide Medic One/EMS levy on the ballot in 2019.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney