

## City Council Meeting

May 4, 2015 - 7:00 PM

Auburn City Hall

### AGENDA

Watch the meeting LIVE!

Watch the meeting video

Meeting videos are not available until 72 hours after the meeting has concluded.

#### I. CALL TO ORDER

A. **Pledge of Allegiance**

B. **Roll Call**

#### II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Presentation on Best Starts for Kids Program  
Presentation by Patty Hayes, Interim Director of Public Health – Seattle & King County

#### III. APPOINTMENTS

#### IV. AGENDA MODIFICATIONS

#### V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. **Public Hearings**

No public hearing is scheduled for this evening.

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.

#### 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.***

#### 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 April 20, 2015 City Council Meeting\***

B. **Minutes of the March 30, 2015 Special City Council Meeting\***

C. **Claims Vouchers (Coleman)**

Claims voucher numbers 433315 through 433478 in the amount of \$854,924.75 and three wire transfers in the amount of \$159,185.80 and dated May 4, 2015.

D. **Payroll Vouchers (Coleman)**

City Council approve payroll vouchers 535506 through 535537 in the amount of \$286,402.73 and electronic deposits in the amount of \$1,347,022.24 for a grand total of \$1,633,424.97 for the period covering April 16, 2015 to April 29, 2015.

E. **Public Works Project No. CP1024\* (Snyder)**

City Council approve Final Pay Estimate No. 8 to Contract No. 14-06 in the amount of \$19,562.55 and accept construction of Project No. CP1024, M Street SE and Auburn Way South Intersection Improvement Project.

***(RECOMMENDED ACTION: City Council approve the Consent Agenda.)***

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

A. **SCORE Jail Update\* (Mayor Backus)**

X. ORDINANCES

A. **Ordinance No. 6560 (Second Reading)\* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending sections 18.04.031, 18.04.125, 18.04.249, 18.04.390, 18.04.440, 18.04.660, 18.04.835, 18.04.891, 18.07.020, and 18.31.130 of the Auburn City Code relating to Communal Residences

***(RECOMMENDED ACTION: City Council adopt Ordinance No. 6560.)***

XI. RESOLUTIONS

A. **Resolution No. 5144\* (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute Addendum Number V to the fixed-base lease at the Auburn Airport initially between Sky Services, Inc., currently Auburn Flight Services and the City of Auburn

***(RECOMMENDED ACTION: City Council adopt Resolution No. 5144.)***

XII. MAYOR AND COUNCILMEMBER REPORTS

*At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.*

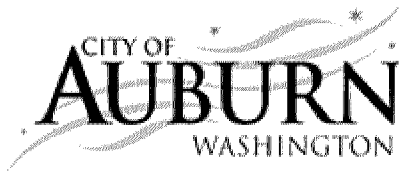
A. **From the Council**

B. **From the Mayor**

XIII. 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.*

\*Denotes attachments included in the agenda packet.



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Minutes of the April 20, 2015 City Council Meeting

**Date:**

April 28, 2015

**Department:**

Administration

**Attachments:**

4-20-2015 Minutes

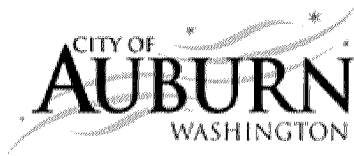
**Budget Impact:**

\$0

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

**Meeting Date:** May 4, 2015

**Item Number:** CA.A



**City Council Meeting  
April 20, 2015 - 7:00 PM  
Auburn City Hall  
MINUTES**

**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 located at Auburn City Hall, 25 West Main Street in Auburn and led those in attendance in the Pledge of Allegiance.

**B. Roll Call**

City Councilmembers present: Deputy Mayor Holman, Rich Wagner, Bill Pelosa, Largo Wales, Wayne Osborne, Claude DaCorsi and Yolanda Trout.

Department Directors and staff members present included: Parks, Arts and Recreation Director Daryl Faber, Innovation and Technology Customer Support Manager Reba Stowe, Innovation and Operations Manager Ashley Riggs, City Attorney Daniel B. Heid, Director of Administration Michael Hursh, Public Affairs and Marketing Liaison Dana Hinman, Finance Director Shelley Coleman, Police Commander Mark Caillier, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Services Jeff Tate, and Deputy City Clerk Shawn Campbell.

**II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

**A. National Day of Prayer Proclamation**

Mayor Backus to declare May 7, 2015 as National Day of Prayer in the City of Auburn

Mayor Backus read and presented the Proclamation declaring May 7, 2015 as the National Day of Prayer in the City of Auburn. Margorie Gordon, from Northwest Family Church accepted the proclamation and thanked the City for their continued support and dedication to the National Day of Prayer.

**B. 2014 Presidential Volunteer Service Awards**

The President's Volunteer Service Award recognizes United States citizens who have achieved the required number of hours of service over a 12-month time period or cumulative hours over the course of a lifetime. The awards are offered in multiple levels and are designed to recognize each milestone of one's service achievement. Levels include bronze, silver, gold, and the highest honor, the President's Lifetime Achievement Award for those who contribute more than 4,000 hours of service in their lifetime.

Mayor Backus awarded the following people the 2014 Presidential Volunteer Service Awards: Darlene Aguiluz received the Bronze Award with 172 hours, John Calnan received the Bronze Award with 103 hours, Diane Costenbader received the Silver Award with 354 hours, Christopher Cushing received the Gold Award with 891 hours, Joseph Cushing received the Gold Award with 542.50 hours, Kim Cushing received the Bronze Award with 113.75 hours,

Tyler Cushing received the Gold Award with 293.50 hours, Jannette Douglas received the Bronze Award with 166 hours, Kurtis Harstad received the Silver Award with 57 hours, Richard Lundstrom received the Bronze Award with 194 hours, Thomas Petrakis received the Bronze Award with 124 hours, Dave Tate received the Bronze Award with 105 hours.

**C. YMCA Healthy Kids Day**

Mayor Backus to proclaim April 25, 2015 as "YMCA HEALTHY KIDS DAY" in the City of Auburn

Mayor Backus read the proclamation declaring April 25, 2015 as YMCA Healthy Kids Day in the City of Auburn.

Jason Berry, Auburn Valley YMCA Executive Director, and Shanna Crane the YMCA Family Programs / Youth Sports Director, thanked the City for their support. The YMCA is proud of the diverse population that attends the YMCA programs. The theme for this year's Kids Day is LEGO's.

**III. APPOINTMENTS**

There was no appointment for Council consideration.

**IV. AGENDA MODIFICATIONS**

The Council was provided an updated agreement for Resolution No. 5142.

**V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE**

**A. Public Hearings**

No public hearing was scheduled for this evening.

**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.*

Lynn Snyder, 40513 264th Ave SE, Enumclaw

Ms. Snyder stated she has been helping feed the homeless in Auburn for the last ten years. She encouraged the Council to do more for the homeless in Auburn.

Brocc Snyder, 40513 264th Ave SE, Enumclaw

Mr. Snyder requested the Council consider amendments to Ordinance No. 6014. He asked for the City to donate land for a homeless encampment and extend the length of time allowed for a tent city. He explained the current model being used for tent cities requires very little police involvement and the crime and drug use is very low.

Mayor Backus requested Mr. and Mrs. Snyder discuss their concerns with Director Hursh.

**C. Correspondence**

There was no correspondence for Council 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 recommendations to the City Council, if any.***

Councilmember Wales reported on behalf of the Council ad hoc committee on finance that reviews claims and payroll vouchers. Councilmember Wales reported that she and Councilmember Osborne reviewed claims vouchers in the amount of \$5.8 million and payroll vouchers in the total amount of \$2.2 million. The ad hoc committee recommends approval of the claims and payroll vouchers as presented on this evening's Consent Agenda.

Councilmember Wales of the Council ad hoc committee on committees advised the Council to provide feedback to the Mayor's office by April 24, 2015. The information will be compiled by the Mayor's office and returned to the ad hoc committee for further review.

**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 February 23, 2015 Study Session
- B. Minutes of the April 6, 2015 City Council Meeting
- C. Claims Vouchers (Coleman)  
Claims voucher numbers 433074 through 433314 in the amount of \$5,845,475.51 and dated April 20, 2015
- D. Payroll Vouchers (Coleman)  
Payroll check numbers 535471 through 535505 in the amount of \$903,516.96, electronic deposit transmissions in the amount of \$1,301,415.72 for a grand total of \$2,204,932.68 for the period covering April 02, 2015 to April 15, 2015.
- E. Public Works Project No. CP1219 (Snyder)  
City Council to award Contract No. 15-03, to Pacific Coast General LLC on their low bid of \$896,753.65 plus Washington State sales tax of \$85,191.60 for a total contract price of \$981,945.25 for Project No. CP1219, Valley AC Main Replacement
- F. Annual On-Call Amendment (Snyder)  
City Council to grant permission to enter into Amendment No. 2 to Consultant Agreement No. AG-C-446 with David Evans and Associates for On-Call Land Survey Services

Deputy Mayor Holman moved and Councilmember Osborne seconded to approve the Consent Agenda.

The Consent Agenda consists of minutes, claims vouchers, payroll vouchers and public works projects.

MOTION CARRIED UNANIMOUSLY. 7-0

**VIII. UNFINISHED BUSINESS**

There was no unfinished business.

**IX. NEW BUSINESS**

There was no new business.

## **X. ORDINANCES**

- A. Ordinance No. 6560 (First Reading) (Snyder)  
An Ordinance of the City Council of the City of Auburn, Washington, amending sections 18.04.031, 18.04.125, 18.04.249, 18.04.390, 18.04.440, 18.04.660, 18.04.835, 18.04.891, 18.07.020, and 18.31.130 of the Auburn City Code relating to Communal Residences

Councilmember Peloza moved and Councilmember Trout seconded to adopt Ordinance No. 6550.

Councilmember Peloza and Councilmember DaCorsi moved to suspend the rules and adopt Ordinance No. 6550 on first reading.

Councilmember Wales said the discussion at Study Session was very thorough and the staff clarified the descriptions and categories which answered a lot of questions the Council had. She does not want to suspend the rules for this item, she believes suspending the Rules should only be used for items that are urgent.

Councilmember Peloza stated discussion on this topic has been going on for a couple years. The ordinance puts everything in perspective, it protects the renters and the neighborhood.

MOTION FAILED. 1-7, Councilmember Peloza voted yes.

## **XI. RESOLUTIONS**

- A. Resolution No. 5142 (Hursh)  
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute an agreement between the City of Auburn and Longhorn Barbecue Outpost, INC for concessions at the Auburn Golf Course

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5142.

Councilmember Wales stated she is excited about the new vendor at the Auburn Municipal Golf Course; it is exciting for a local business to provide this service. She asked City Attorney Heid for clarification on the terms of the contract regarding the cancellation of the agreement within 90 days without cause.

City Attorney Heid explained either party can give 90 day notice that they wish to terminate the agreement. The City can also give 30 day corrective action notice if the vendor is not providing service per the agreement. The vendor would then have 30 days to correct the problem. If the action is not corrected within those 30 days the City could terminate the agreement.

Councilmember Trout confirmed that the City could choose to extend the 30 day corrective action deadline.

MOTION CARRIED UNANIMOUSLY. 7-0

## **XII. MAYOR AND COUNCILMEMBER REPORTS**

*At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.*

**A. From the Council**

Deputy Mayor Holman reported he attended the Muckleshoot Indian Tribe's swearing in ceremony for the new Tribal Council, the Senior Center Coffee Hour, and the Junior City Council meeting.

Councilmember Trout reported she attended the LEOFF Board meeting, a breakfast to benefit domestic violence victims, the Good Egg Breakfast, a Public Works Tour, the Arbor Day celebration and she read to an elementary school classroom.

Councilmember Pelozo reported he attended the Regional Policy Committee meeting in Seattle, the King County Solid Waste Advisory Committee meeting, the Arbor Day celebration, the Volunteer lunch, and breakfast airport where Green River Community College was holding a plane wash fundraiser.

Councilmember Wagner reported he attended the Pierce County Regional Council meeting and the Puget Sound Regional Council Policy Board meeting on transportation.

Councilmember Wales reported she attended the Tacoma Pierce County Health Board meeting and the Senior Center Coffee hour.

Councilmember DaCorsi reported he attended the Public Works Utility Facility tour.

**B. From the Mayor**

Mayor Backus reported she attended a lunch meeting with City developers to discuss areas of improvement for the City of Auburn, she participated in a phone conference with the White House's Office of Management and Budget (OMB) in Washington DC regarding oil tanker train cars, the monthly meeting with the Chamber of Commerce, the Arbor Day celebration, the Auburn Community Volunteer luncheon, the Chaplain breakfast, and a meeting with King County Executive Dow Constantine and Alan Berube the Deputy Director of The Brookings Institution's Metropolitan Policy Program.

**XIII. EXECUTIVE SESSION**

At 8:09 p.m., Mayor Backus recessed the meeting to executive session for approximately twenty minutes in order to discuss pending/potential litigation pursuant to RCW 42.30.110(1)(i). Mayor Backus indicated no Council action would follow the executive session. City Attorney Heid and Director Shelley Coleman attended the executive session. Mayor Backus reconvened the meeting at 8:18 p.m.

**XIV. ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 8:18 p.m.

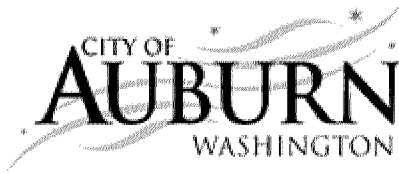
APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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NANCY BACKUS, MAYOR

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Shawn Campbell, Deputy City Clerk



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Minutes of the March 30, 2015 Special City Council Meeting

**Date:**

April 29, 2015

**Department:**

Administration

**Attachments:**

3-30-2015 Special City Council Meeting  
Minutes

**Budget Impact:**

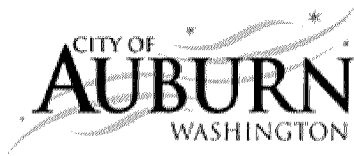
\$0

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

**Meeting Date:** May 4, 2015

**Staff:**

**Item Number:** CA.B



**Special City Council Meeting  
March 30, 2015 - 5:30 PM  
Council Chambers  
MINUTES**

**I. CALL TO ORDER**

Mayor Nancy Backus called the meeting to order at 5:30 p.m. in the Council Chambers located at Auburn City Hall, 25 West Main Street in Auburn and led those in attendance in the Pledge of Allegiance.

City Councilmembers present: Deputy Mayor Holman, Rich Wagner, Bill Peloza, Wayne Osborne, Claude DaCorsi and Yolanda Trout. Councilmember Largo Wales was excused.

Department Directors and staff members present included: Community Development and Public Works Director Kevin Snyder, Public Affairs and Marketing Liaison Dana Hinman, Parks, Arts and Recreation Director Daryl Faber, Innovation and Operations Manager Ashley Riggs, Innovation and Technology Customer Support Manager Reba Stowe, City Attorney Daniel B. Heid, Director of Administration Michael Hursh, Finance Director Shelley Coleman, Police Chief Bob Lee, Police Commander Steve Stocker, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Services Jeff Tate, Storm Drainage Engineer Tim Carlaw, and Deputy City Clerk Shawn Campbell.

**II. RESOLUTIONS**

**A. Resolution No. 5138 (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, ratifying amendments to the 2014 King County countywide policies regarding Greenhouse Gas Emissions

Assistant Director Tate introduced Resolution No. 5138. The resolution ratifies the King County countywide planning policies. The County is required to get at least 30% of the city and county government jurisdictions that represents at least 70% of the population of King County to ratify the policies to become effective. This amendment effects the greenhouse gas reduction plan. The County will not monitor the process, each jurisdiction will monitor their own progress.

Councilmember DaCorsi requested the data from the 1990's to use as a comparison.

Deputy Mayor Holman moved and Councilmember Peloza seconded to adopt Resolution No. 5138.

MOTION CARRIED UNANIMOUSLY. 7-0

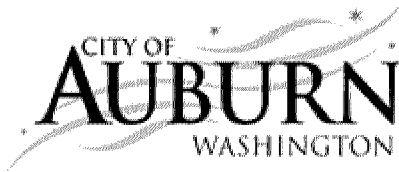
**III. ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 5:36 p.m.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NANCY BACKUS, MAYOR

\_\_\_\_\_  
Shawn Campbell, Deputy City Clerk



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Claims Vouchers

**Date:**

April 28, 2015

**Department:**

Finance

**Attachments:**

No Attachments Available

**Budget Impact:**

\$0

**Administrative Recommendation:**

City Council approve claims vouchers.

**Background Summary:**

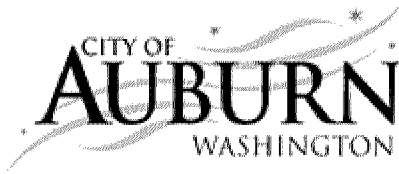
Claims voucher numbers 433315 through 433478 in the amount of \$854,924.75 and three wire transfers in the amount of \$159,185.80 and dated May 4, 2015.

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

Coleman

**Meeting Date:** May 4, 2015

**Item Number:** CA.C



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Payroll Vouchers

**Date:**

April 28, 2015

**Department:**

Finance

**Attachments:**

No Attachments Available

**Budget Impact:**

\$0

**Administrative Recommendation:**

City Council approve payroll vouchers.

**Background Summary:**

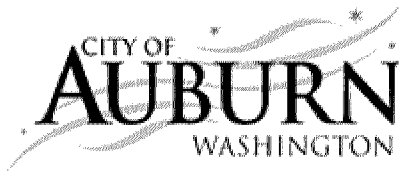
City Council approve payroll vouchers 535506 through 535537 in the amount of \$286,402.73 and electronic deposits in the amount of \$1,347,022.24 for a grand total of \$1,633,424.97 for the period covering April 16, 2015 to April 29, 2015.

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

Coleman

**Meeting Date:** May 4, 2015

**Item Number:** CA.D



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Public Works Project No. CP1024

**Date:**

April 27, 2015

**Department:**

CD & PW

**Attachments:**

Budget Status Sheet

Final Pay Estimate No. 8

Vicinity Map

**Budget Impact:**

\$0

**Administrative Recommendation:**

City Council approve Final Pay Estimate No. 8 to Contract No. 14-06 in the amount of \$19,562.55 and accept construction of Project No. CP1024, M Street SE and Auburn Way South Intersection Improvement project.

**Background Summary:**

This project constructed the following improvements to Auburn Way South (AWS):

- Added a right turn lane from westbound AWS to northbound M Street SE;
- Improved the turning radius on the northeast corner of AWS and M Street SE;
- Re-aligned the intersection of 17th Street SE on the north side of AWS to be perpendicular to AWS;
- Constructed new street lighting and replaced portions of the traffic signal at AWS and M Street SE;
- Replaced wheel chair ramps and intersection islands on AWS at M Street SE and 17th Street SE to be more accessible.

The contractor was assessed penalties and liquidated damages for non-compliance with traffic control plans and for not completing the project within the required contract time in the amount of \$21,294.00. A project budget contingency of \$27,467.00 remains in the 102 Fund.

The final contract amount is within the budget and within the authorized contingency for the project.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:**

Snyder

**Meeting Date:** May 4, 2015

**Item Number:** CA.E

## BUDGET STATUS SHEET

|                                        |                                                               |
|----------------------------------------|---------------------------------------------------------------|
| <b>Project No:</b> CP1024              | <b>Project Title:</b> Auburn Way S & M Street SE Improvements |
| <b>Project Manager:</b> Matthew Larson |                                                               |

Initiation Date: 12/10/2012  
 Advertisement Date: 6/12/2014  
 Award Date: 7/12/2014

- ☐ Project Initiation

☐ Project Update

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: 4/23/2015

The "Future Years" column indicates the projected amount to be requested in future budgets.

### Funds Budgeted (Funds Available)

| Funding                        | Prior Years    | 2014           | 2015           | Total            |
|--------------------------------|----------------|----------------|----------------|------------------|
| 102 Fund - Unrestricted        | 38,815         |                | 66,185         | 105,000          |
| 102 Fund - Traffic Mitigation  | 37,368         | 112,632        |                | 150,000          |
| 102 Fund - Traffic Impact Fees |                | 178,655        | 96,345         | 275,000          |
| TIB Grant                      | 59,080         | 319,225        | 139,195        | 517,500          |
| <b>Total</b>                   | <b>135,263</b> | <b>610,512</b> | <b>301,725</b> | <b>1,047,500</b> |

### Estimated Cost (Funds Needed)

| Activity                              | Prior Years    | 2014 Actual    | 2015           | Total            |
|---------------------------------------|----------------|----------------|----------------|------------------|
| Design Engineering - City Costs       | 115,254        | 35,344         |                | 150,598          |
| Design Engineering - Consultant Costs | 5,560          | 17,684         |                | 23,244           |
| Property Acquisition                  | 14,449         | 24,822         |                | 39,271           |
| Construction - Contract               |                | 420,476        | 157,191        | 577,667          |
| Line Item Changes                     |                |                | (2,471)        | (2,471)          |
| Contractor Penalties                  |                |                | (21,294)       | (21,294)         |
| Change Order No. 1                    |                | 4,026          |                | 4,026            |
| PSE Work                              |                |                | 110,000        | 110,000          |
| King County Temp. Signal Pole         |                | 6,177          | 832            | 7,009            |
| Construction Engineering - City Costs |                | 101,983        | 30,000         | 131,983          |
| <b>Total</b>                          | <b>135,263</b> | <b>610,512</b> | <b>274,258</b> | <b>1,020,033</b> |

### 102 Arterial Street Budget Status

|                                     | Prior Years | 2014 Actual | 2015            | Total           |
|-------------------------------------|-------------|-------------|-----------------|-----------------|
| * Funds Budgeted ( )                | (135,263)   | (610,512)   | (301,725)       | (1,047,500)     |
| Funds Needed                        | 135,263     | 610,512     | 274,258         | 1,020,033       |
| <b>Fund Project Contingency ( )</b> | <b>0</b>    | <b>0</b>    | <b>(27,467)</b> | <b>(27,467)</b> |
| <b>Funds Required</b>               | <b>0</b>    | <b>0</b>    | <b>0</b>        | <b>0</b>        |

CITY OF AUBURN  
CP1024  
PAY ESTIMATE #8 & FINAL

CO. NO. 14-06  
Auburn Way South and M St SE Intersection Improvements  
SCHEDULE A: Street Improvements

| ITEM NO. | ITEM DESCRIPTION                                         | ESTIMATE QUANTITY | TOTAL QUANTITY | PERIOD QUANTITY | UNIT TYPE | UNIT COST    | TOTAL COST   | PERIOD COST | PERCENT EST. QTY. |
|----------|----------------------------------------------------------|-------------------|----------------|-----------------|-----------|--------------|--------------|-------------|-------------------|
| 1        | Minor Changes                                            | 1                 | 16.680         | 6.522           | Eq. Adj.  | 1,500.00 \$  | 25,020.55 \$ | 9,783.56 \$ | 1668%             |
| 2        | Record Drawings (Minimum Bid \$1,500.00)                 | 1                 | 1              |                 | LS        | 1,500.00 \$  | 1,500.00 \$  | -           | 100%              |
| 3        | SPCC Plan                                                | 1                 | 1              |                 | LS        | 100.00 \$    | 100.00 \$    | -           | 100%              |
| 4        | Utility Potholing                                        | 10                | 7              | 3               | EA        | 450.00 \$    | 3,150.00 \$  | 1,350.00 \$ | 70%               |
| 5        | Mobilization                                             | 1                 | 1              |                 | LS        | 54,000.00 \$ | 54,000.00 \$ | -           | 100%              |
| 6        | Construction Site Sign(s)                                | 2                 | 2              |                 | EA        | 500.00 \$    | 1,000.00 \$  | -           | 100%              |
| 7        | Traffic Control Supervisor                               | 1                 | 1              |                 | LS        | 2,000.00 \$  | 2,000.00 \$  | -           | 100%              |
| 8        | Traffic Control Labor - Flagging (Min. Bid \$38.00 per h | 1120              | 666.75         |                 | HR        | 45.00 \$     | 30,003.75 \$ | -           | 60%               |
| 9        | Sequential Arrow Sign                                    | 25                | 83             |                 | DAY       | 30.00 \$     | 2,490.00 \$  | -           | 332%              |
| 10       | Portable Changeable Message Sign                         | 50                | 69             |                 | DAY       | 115.00 \$    | 7,935.00 \$  | -           | 138%              |
| 11       | Outside Agency Uniformed Police Flagging Labor           | 1                 | 39.71          | 17.664          | Eq. Adj.  | 250.00 \$    | 9,926.34 \$  | 4,416.00 \$ | 3971%             |
| 12       | Clearing and Grubbing                                    | 1                 | 1              |                 | LS        | 5,000.00 \$  | 5,000.00 \$  | -           | 100%              |
| 13       | Abandon Catch Basin                                      | 1                 | 1              |                 | EA        | 200.00 \$    | 200.00 \$    | -           | 100%              |
| 14       | Plane Asphalt Pavement                                   | 1426              | 2381           |                 | SY        | 7.50 \$      | 17,857.50 \$ | -           | 167%              |
| 15       | Remove Bollard                                           | 14                | 16             |                 | EA        | 180.00 \$    | 2,880.00 \$  | -           | 114%              |
| 16       | Remove Mountable Curb                                    | 270               | 271            |                 | LF        | 4.00 \$      | 1,084.00 \$  | -           | 100%              |
| 17       | Roadway Excavation Incl. Haul                            | 904               | 831            |                 | CY        | 24.00 \$     | 19,944.00 \$ | -           | 92%               |
| 18       | Crushed Surfacing Top Course                             | 75                | 0              |                 | TON       | 35.00 \$     | -            | -           | 0%                |
| 19       | Crushed Surfacing Base Course                            | 477               | 620.12         |                 | TON       | 35.00 \$     | 21,704.20 \$ | -           | 130%              |
| 20       | HMA Cl. 1/2-inch PG 64-22                                | 522               | 537.18         |                 | TON       | 95.00 \$     | 51,032.10 \$ | -           | 103%              |
| 21       | HMA Cl. 1-inch PG 64-22                                  | 485               | 347.89         |                 | TON       | 85.00 \$     | 29,570.65 \$ | -           | 72%               |
| 22       | Asphalt Cold Patch                                       | 50                | 39.12          |                 | TON       | 125.00 \$    | 4,890.00 \$  | -           | 78%               |
| 23       | Commercial HMA                                           | 15                | 5.2            |                 | TON       | 150.00 \$    | 780.00 \$    | -           | 35%               |
| 24       | Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 12 inch     | 22                | 10             |                 | LF        | 70.00 \$     | 700.00 \$    | -           | 45%               |
| 25       | Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 6 inch I    | 102               | 0              |                 | LF        | 35.00 \$     | -            | -           | 0%                |
| 26       | Storm Sewer Television Inspection                        | 22                | 0              |                 | LF        | 20.00 \$     | -            | -           | 0%                |
| 27       | Catch Basin Type I                                       | 3                 | 2              |                 | EA        | 1,400.00 \$  | 2,800.00 \$  | -           | 67%               |
| 28       | Catch Basin Type 2, 48 inch Diam.                        | 1                 | 1              |                 | EA        | 2,500.00 \$  | 2,500.00 \$  | -           | 100%              |
| 29       | Adjust Manhole                                           | 3                 | 3              |                 | EA        | 600.00 \$    | 1,800.00 \$  | -           | 100%              |
| 30       | Adjust Catch Basin                                       | 2                 | 2              |                 | EA        | 600.00 \$    | 1,200.00 \$  | -           | 100%              |
| 31       | Connect to Drainage Structure                            | 2                 | 1              |                 | EA        | 2,000.00 \$  | 2,000.00 \$  | -           | 50%               |
| 32       | Imported Pipe Trench Backfill and Bedding                | 15                | 0              |                 | TON       | 30.00 \$     | -            | -           | 0%                |
| 33       | Controlled Density Fill (CDF)                            | 10                | 0              |                 | CY        | 130.00 \$    | -            | -           | 0%                |
| 34       | Shoring or Extra Excavation Class B                      | 224               | 0              |                 | SF        | 1.00 \$      | -            | -           | 0%                |
| 35       | Adjust Valve Box                                         | 3                 | 3              |                 | EA        | 600.00 \$    | 1,800.00 \$  | -           | 100%              |
|          | Water Service Connection ¾ inch Meter with 1 inch        |                   |                |                 |           |              |              |             |                   |
| 36       | Diam. Service Line                                       | 3                 | 3              |                 | EA        | 3,500.00 \$  | 10,500.00 \$ | -           | 100%              |
| 37       | ESC Lead                                                 | 30                | 0              |                 | DAY       | 70.00 \$     | -            | -           | 0%                |
| 38       | Temporary Water Pollution/Erosion Control                | 1                 | 0.287          |                 | Eq. Adj.  | 3,750.00 \$  | 1,076.00 \$  | -           | 29%               |
| 39       | Topsoil Type A                                           | 72                | 96             |                 | CY        | 55.00 \$     | 5,280.00 \$  | -           | 133%              |
| 40       | Lawn Sod                                                 | 250               | 75             |                 | SY        | 11.00 \$     | 825.00 \$    | -           | 30%               |

SCHEDULE SUBTOTAL \$ 15,549.56

Period Dates  
Begin: Feb 21, 2015  
End: Mar 20, 2015

CA.E

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CITY OF AUBURN  
CP1024  
PAY ESTIMATE #8 & FINAL

CO. NO. 14-06  
Auburn Way South and M St SE Intersection Improvements  
SCHEDULE A: Street Improvements

| ITEM NO. | ITEM DESCRIPTION                                 | ESTIMATE QUANTITY | TOTAL QUANTITY | PERIOD QUANTITY | UNIT TYPE | UNIT COST     | TOTAL COST    | PERIOD COST | PERCENT EST. QTY. |
|----------|--------------------------------------------------|-------------------|----------------|-----------------|-----------|---------------|---------------|-------------|-------------------|
| 41       | Bark Mulch w/Weed Barrier                        | 15                | 25             |                 | CY        | 55.00 \$      | 1,375.00 \$   | -           | 167%              |
| 42       | Cement Concrete Traffic Curb and Gutter          | 800               | 753.5          |                 | LF        | 25.00 \$      | 18,837.50 \$  | -           | 94%               |
| 43       | Cement Concrete Traffic Curb                     | 160               | 229.5          |                 | LF        | 30.00 \$      | 6,885.00 \$   | -           | 143%              |
| 44       | Industrial and Commercial Driveway Apron         | 70                | 88.14          |                 | SY        | 60.00 \$      | 5,288.40 \$   | -           | 126%              |
| 45       | Precast Dual Faced Sloped Mountable Curb         | 278               | 271            |                 | LF        | 25.00 \$      | 6,775.00 \$   | -           | 97%               |
| 46       | Raised Pavement Marker Type 2                    | 175               | 183            |                 | EA        | 4.00 \$       | 732.00 \$     | -           | 105%              |
| 47       | Cement Concrete Sidewalk                         | 522               | 450.6          | 52.6            | SY        | 40.00 \$      | 18,024.00 \$  | 2,104.00    | 86%               |
| 48       | Detectable Warning Surface                       | 80                | 132            |                 | SF        | 28.00 \$      | 3,696.00 \$   | -           | 165%              |
| 49       | Cement Concrete Curb Ramp                        | 6                 | 7              |                 | EA        | 1,200.00 \$   | 8,400.00 \$   | -           | 117%              |
| 50       | Traffic Signal and Illumination System, Complete | 1                 | 1              | 0.005           | LS        | 175,000.00 \$ | 175,000.00 \$ | 875.00      | 100%              |
| 51       | Permanent Signing                                | 1                 | 1              |                 | LS        | 1,000.00 \$   | 1,000.00 \$   | -           | 100%              |
| 52       | Relocate Permanent Traffic Sign and Post         | 1                 | 1              |                 | EA        | 500.00 \$     | 500.00 \$     | -           | 100%              |
| 53       | Paint Line                                       | 1211              | 1331           | 1132            | LF        | 0.75 \$       | 998.25 \$     | 849.00      | 110%              |
| 54       | Painted Wide Line                                | 777               | 312            | 188             | LF        | 0.85 \$       | 265.20 \$     | 159.80      | 40%               |
| 55       | Plastic Crosswalk Line                           | 170               | 170            |                 | LF        | 7.75 \$       | 1,317.50 \$   | -           | 100%              |
| 56       | Plastic Stop Line                                | 95                | 163            | 68              | LF        | 7.75 \$       | 1,263.25 \$   | 527.00      | 172%              |
| 57       | Plastic Traffic Arrow                            | 6                 | 6              |                 | EA        | 65.00 \$      | 390.00 \$     | -           | 100%              |
| 58       | Plastic Traffic Letter                           | 16                | 20             |                 | EA        | 50.00 \$      | 1,000.00 \$   | -           | 125%              |
| 59       | Pavement Marking Removal                         | 1                 | 1              |                 | LS        | 900.00 \$     | 900.00 \$     | -           | 100%              |
| CO-1     | Temp Traffic Control & Ped Signal, Complete      | 1                 | 1              |                 | LS        | 4,026.32 \$   | 4,026.32 \$   | -           | 100%              |

SCHEDULE TOTAL \$ 20,064.36

Period Dates  
Begin: Feb 21, 2015  
End: Mar 20, 2015

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**CITY OF AUBURN  
PROJECT SUMMARY**

**CO. NO. 14-06  
Auburn Way South and M St SE Intersection Improvements**

**PAY ESTIMATE #8 & FINAL**

|                                           | Original Contract<br>Amount | Contract Change<br>Orders | Total Payment  | This Period   | Percent/Contract |
|-------------------------------------------|-----------------------------|---------------------------|----------------|---------------|------------------|
| <b>SCHEDULE A: Street Improvements</b>    |                             |                           |                |               |                  |
| Contract                                  | \$ 577,667.45               | \$ 4,026.32               | \$ 579,222.51  | \$ 20,064.36  | 100%             |
| Traffic Control Non-Conformance Penalties |                             |                           | \$ (248.00)    |               |                  |
| Liquidated Damages                        |                             |                           | \$ (21,046.00) |               |                  |
| Sales Tax Not Applicable                  |                             |                           |                |               |                  |
| Retainage (-5%)                           |                             |                           | \$ (27,896.42) | \$ (501.81) * |                  |
| <b>SCHEDULE TOTAL</b>                     | \$ 577,667.45               | \$ 4,026.32               | \$ 530,032.09  | \$ 19,562.55  |                  |

\* NOTE: Too much retainage was withheld in error on pay estimates 6 and 7, so less than the usual 5% retainage was withheld on this pay estimate to correct the error.

|                                                            |               |              |
|------------------------------------------------------------|---------------|--------------|
| <b>TOTAL CONTRACT AMOUNT TO DATE</b> (including Sales Tax) | \$ 557,928.51 |              |
| <b>TOTAL PAYMENT TO CONTRACTOR</b>                         | \$ 530,032.09 | \$ 19,562.55 |
| <b>PAYMENT DUE CONTRACTOR:</b>                             |               | \$ 19,562.55 |

Period Dates

Begin: Feb 21, 2015

End: Mar 20, 2015

CA:E

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CITY OF AUBURN  
CP1024

CO. NO. 14-06  
Auburn Way South and M St SE Intersection Improvements

PAY ESTIMATE # 8 & FINAL

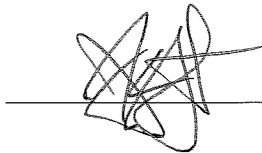
CONTRACTOR:  
Rodarte Construction  
17 East Valley Highway East  
Auburn, WA 98092  
Phone: 253-939-0532

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 19,562.55

Signatures:

Contractor



Date

4/23/15

Inspector

mil [signature] For Dave Brasch

Date

4/24/15

Project Manager

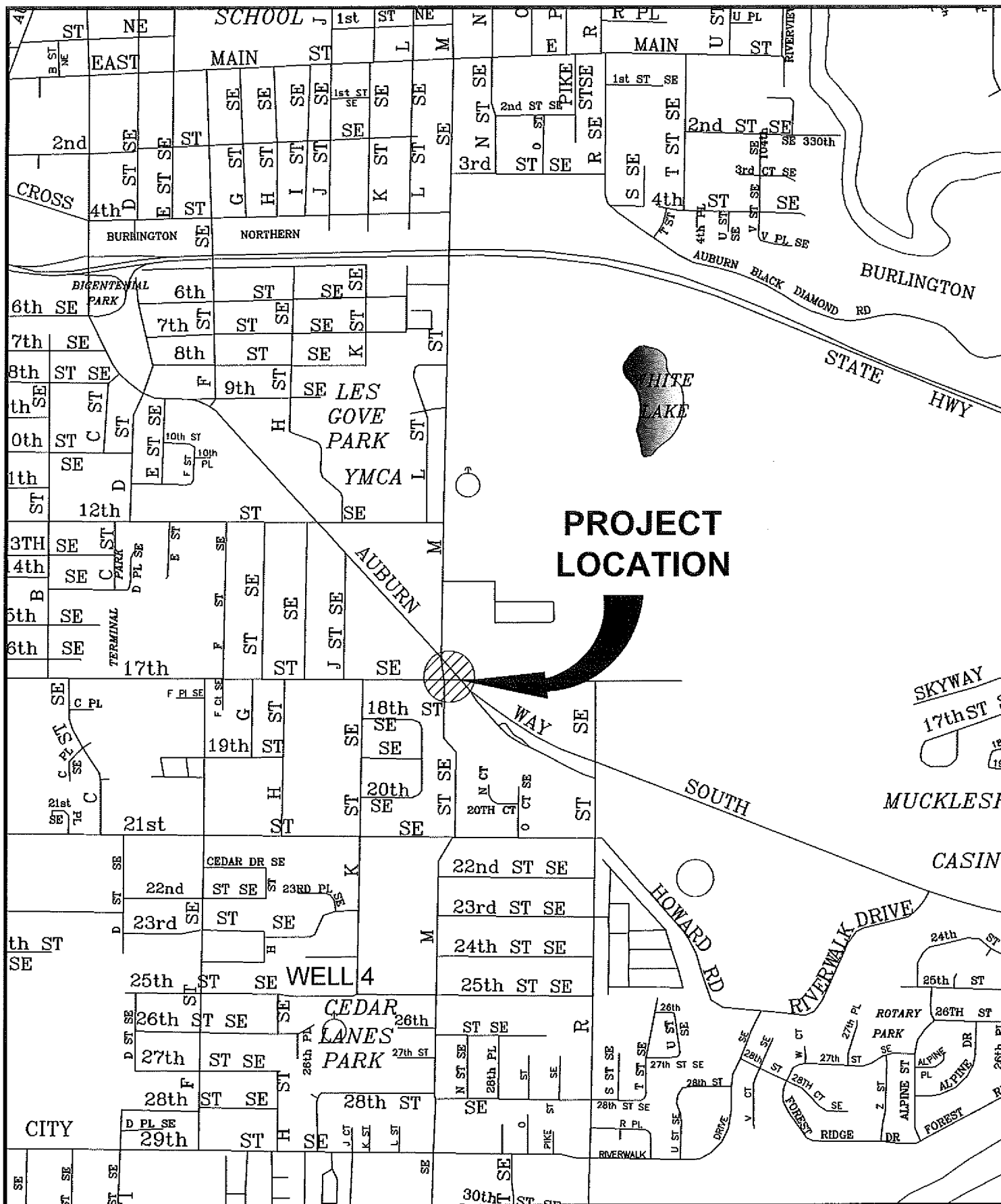
[signature] for Matt Larson

Date

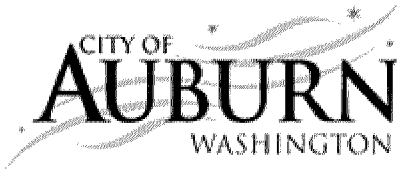
4/24/15

City Engineer

Date



**PROJECT  
LOCATION**



## AGENDA BILL APPROVAL FORM

---

**Agenda Subject:**  
SCORE Jail Update

**Date:**  
April 28, 2015

**Department:**  
Administration

**Attachments:**  
SCORE Stats

**Budget Impact:**  
\$0

**Administrative Recommendation:**

**Background Summary:**

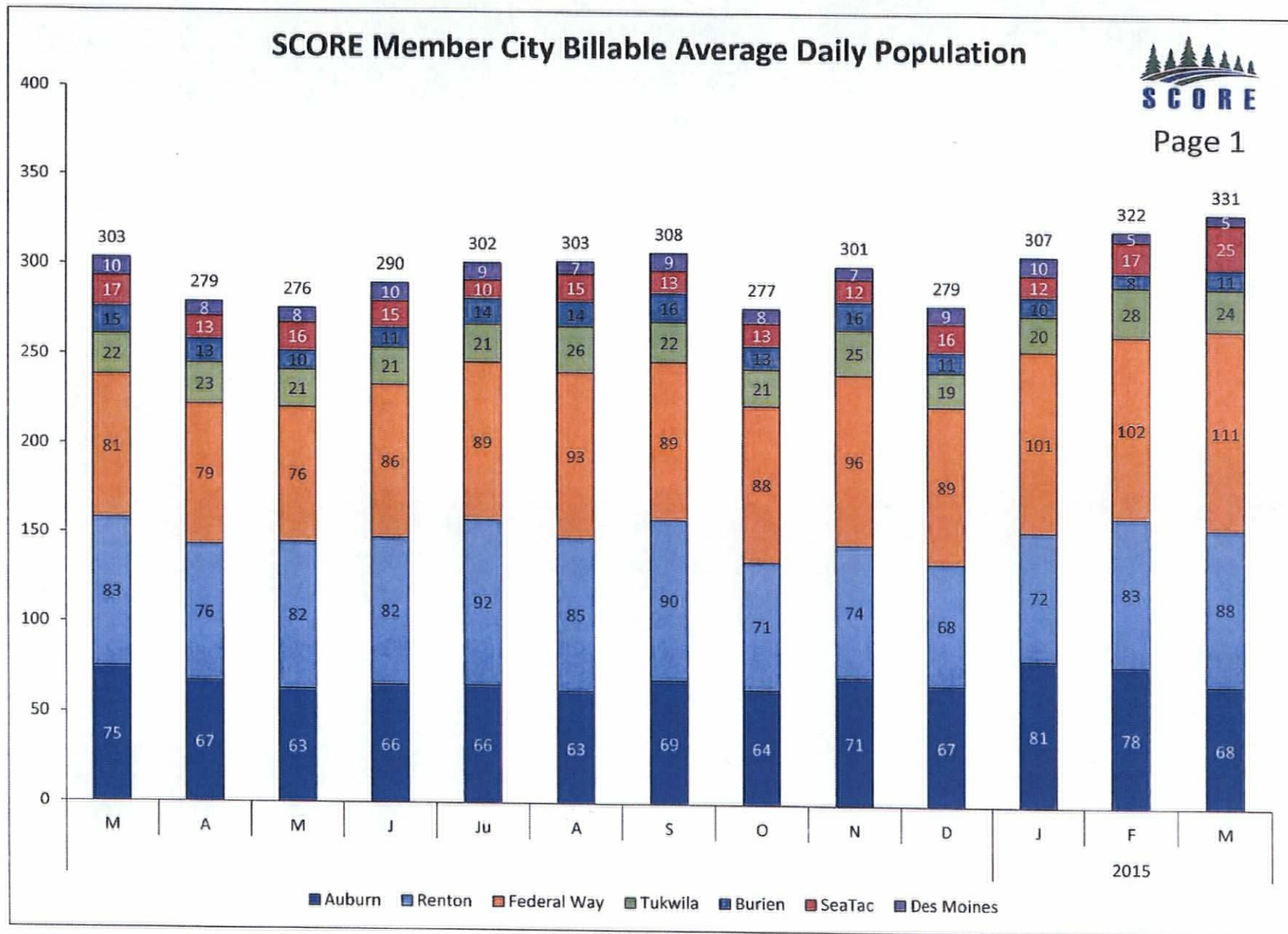
**Reviewed by Council Committees:**

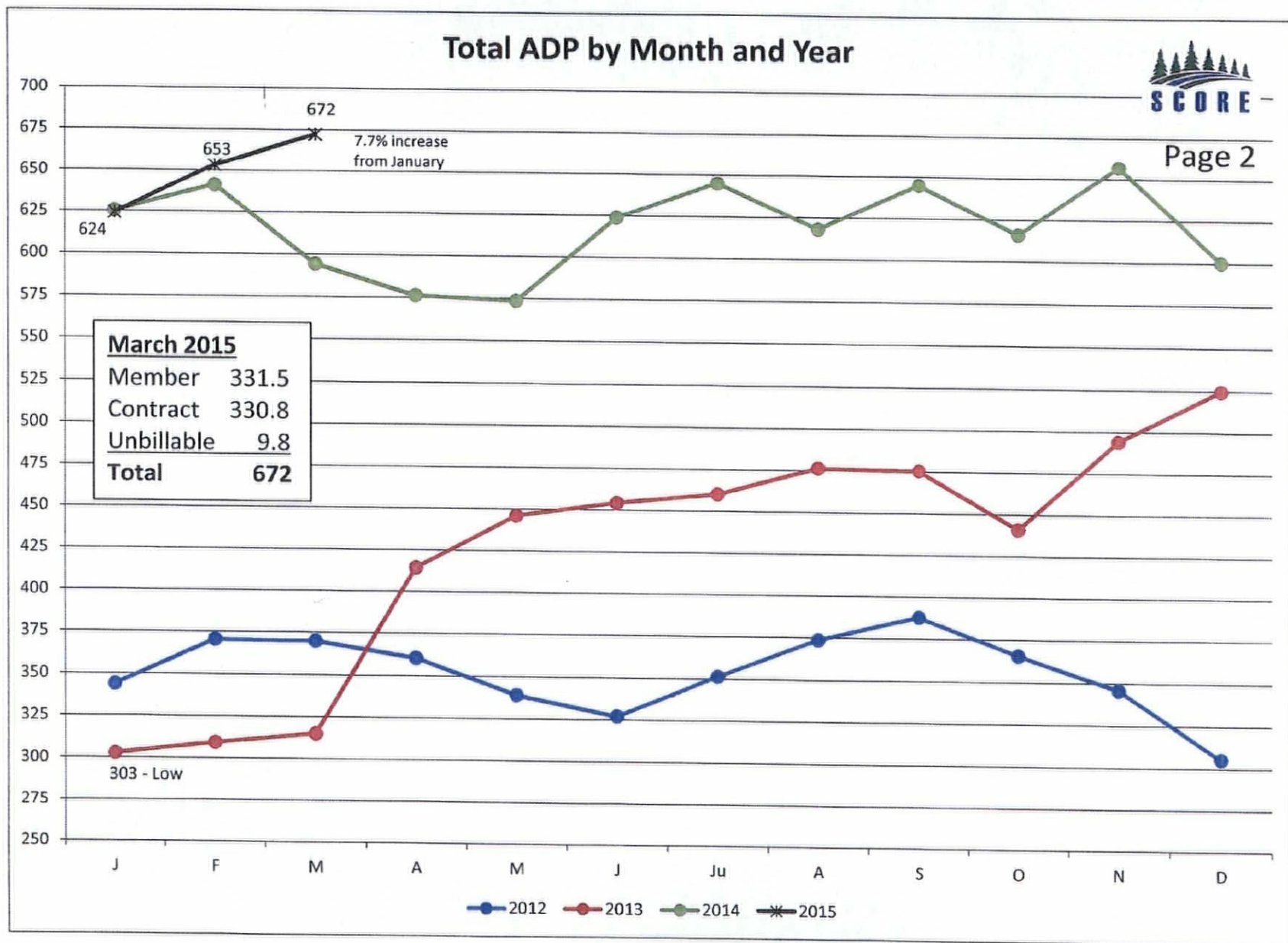
**Councilmember:**

**Staff:** Mayor Backus

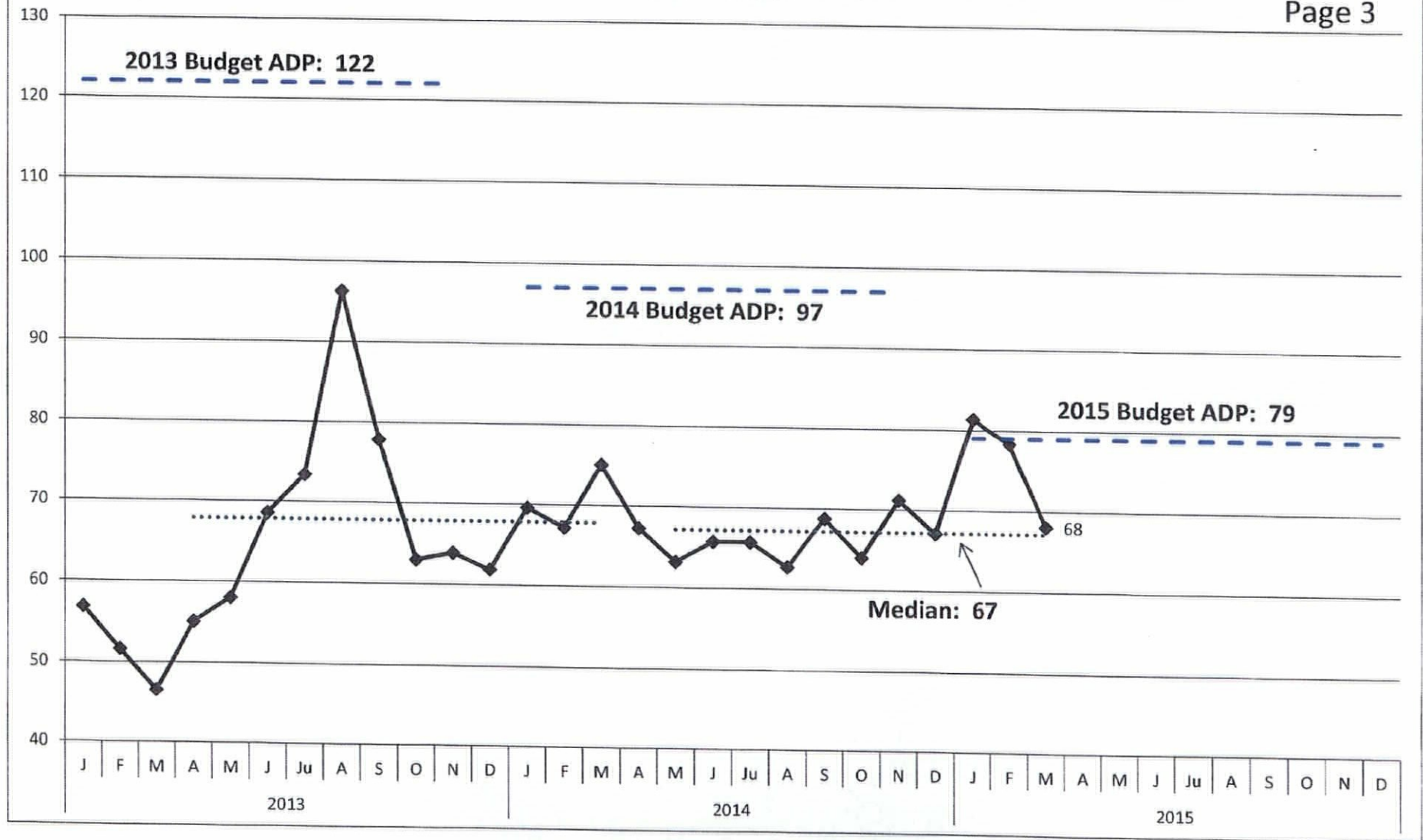
**Meeting Date:** May 4, 2015

**Item Number:** NB.A





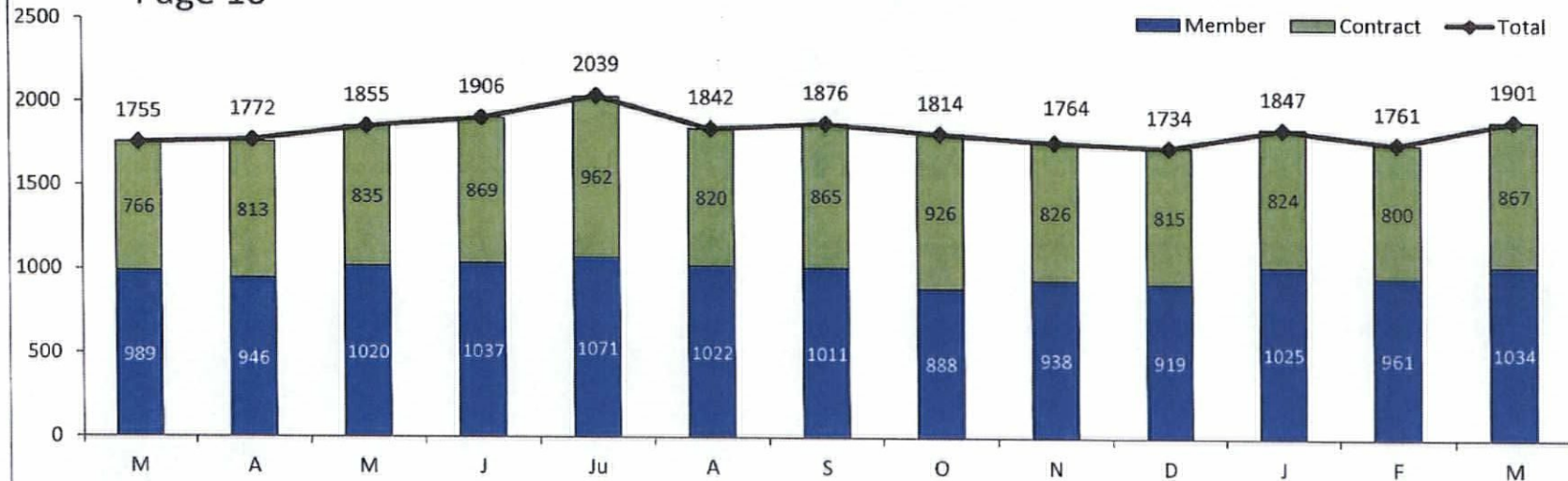
# Auburn Billable Average Daily Population 2013 - 2015





Page 10

## Total Bookings for Member and Contract Agencies March 2014 - March 2015



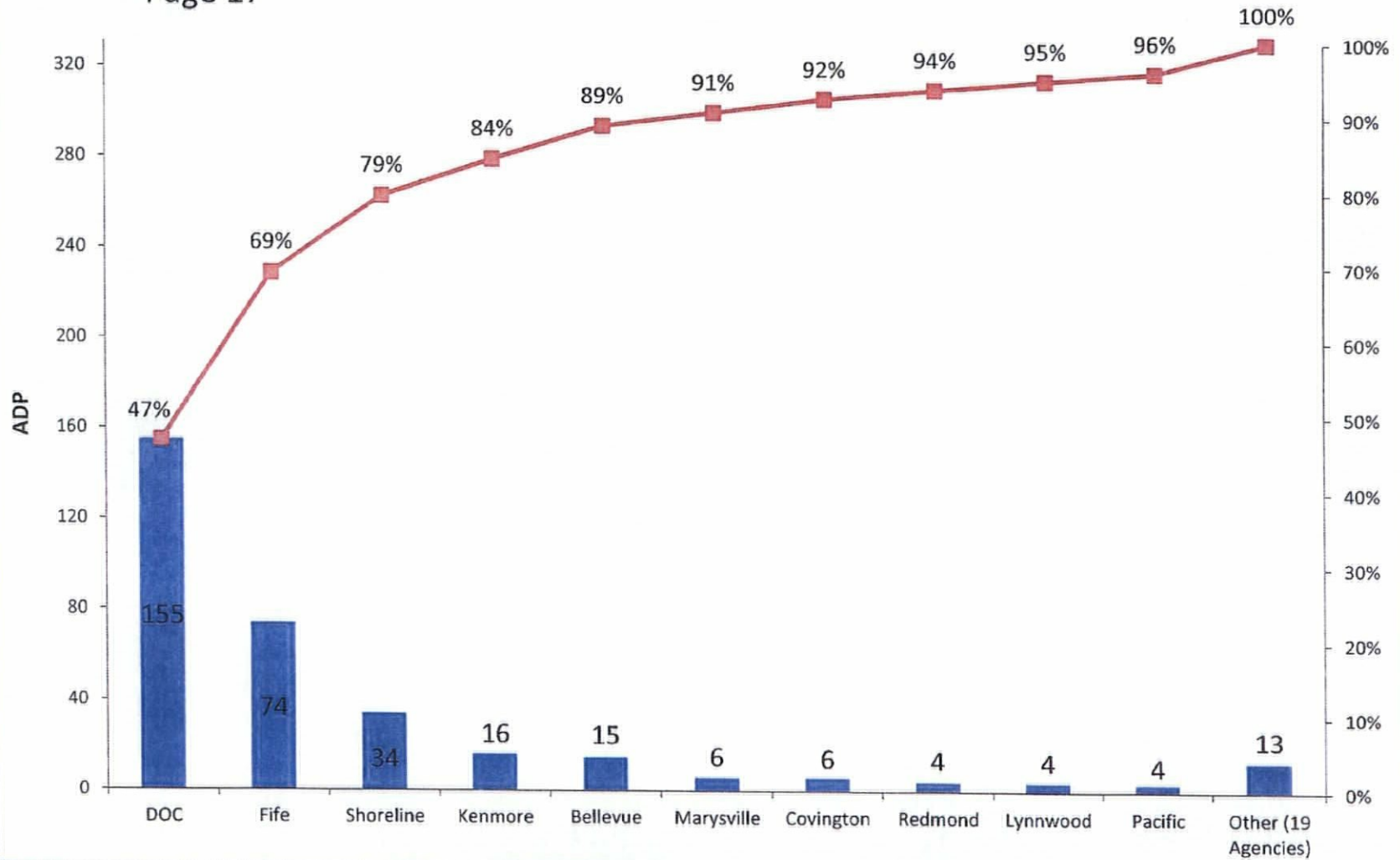
## Daily Average Bookings



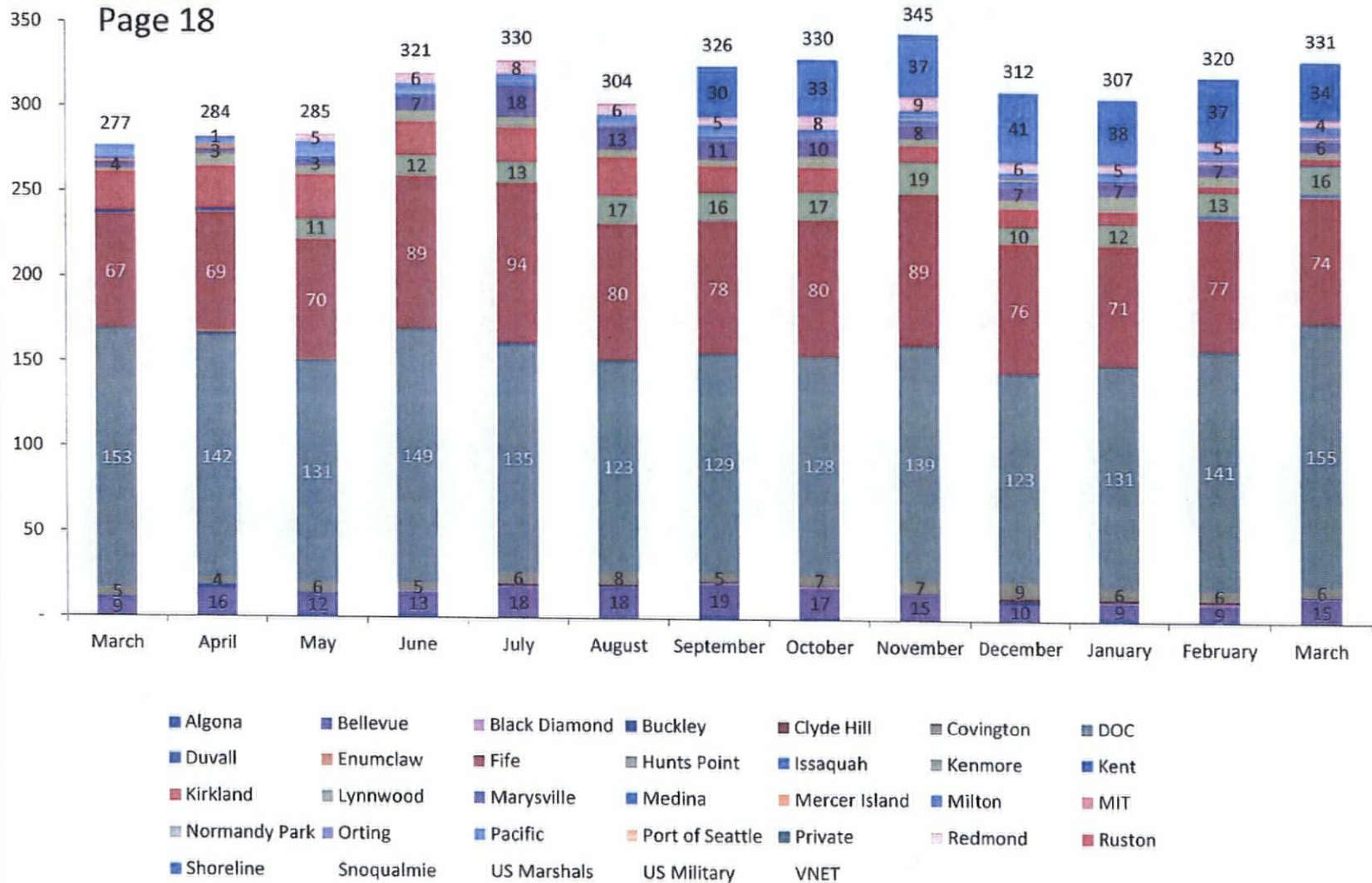


Page 17

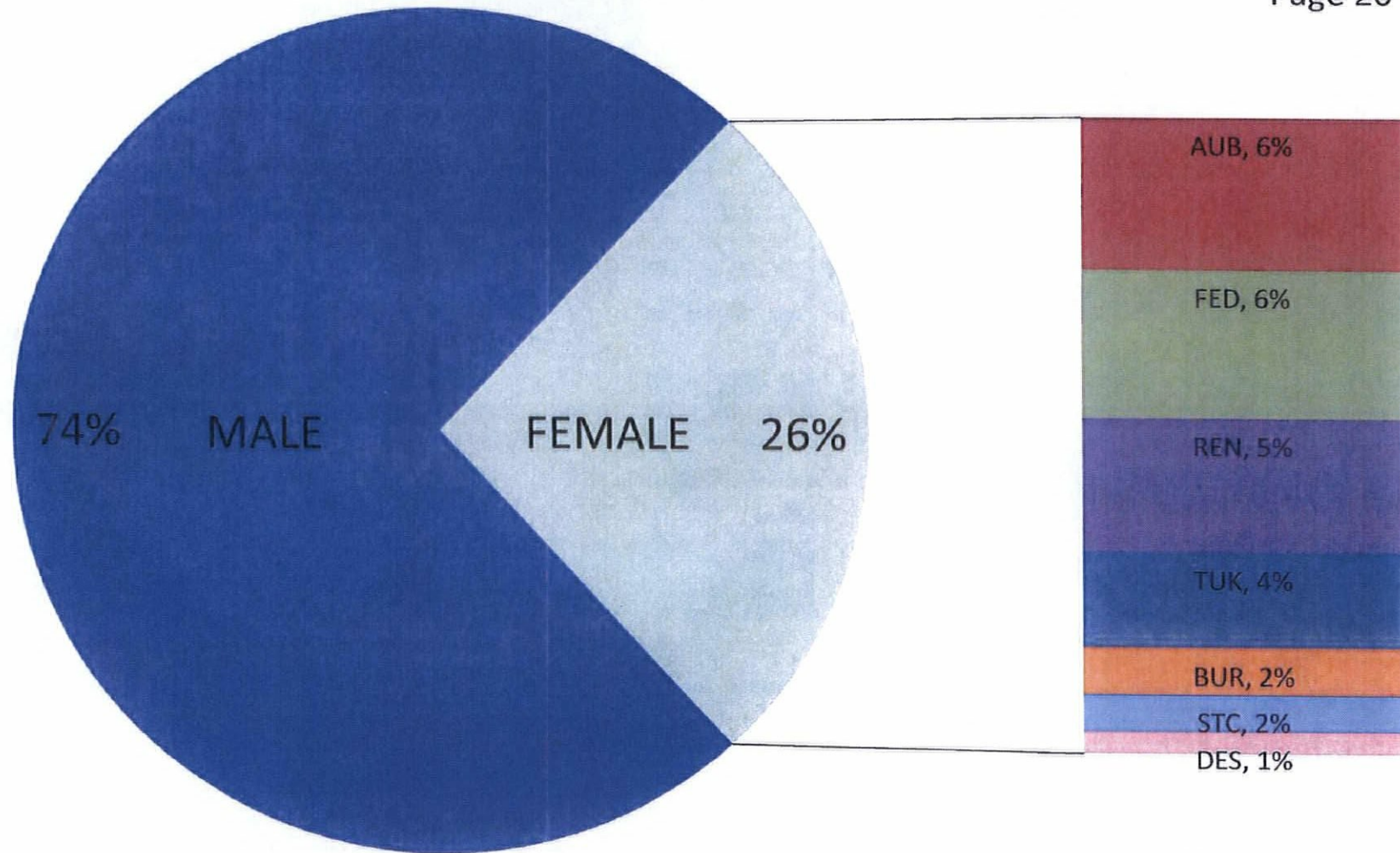
## Contract Inmates ADP - March 2015

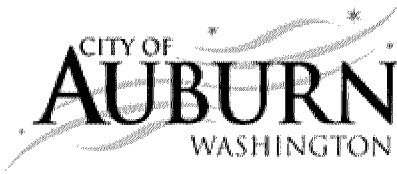


## SCORE Contract Billable Average Daily Population 2014-2015



Male vs Female Member Agency Bookings from  
1/1/2015 to 3/31/2015





## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Ordinance No. 6560 (Second Reading)

**Date:**

April 28, 2015

**Department:**

Community Development & Public Works

**Attachments:**

Ordinance No. 6560

**Budget Impact:**

\$0

**Administrative Recommendation:**

City Council to adopt Ordinance No. 6560

**Background Summary:**

On September 3, 2013, under Ordinance No. 6477, City Council accepted the Planning Commission's recommendation to adopt new rules that established regulations and procedures for the licensing of Communal Residences. These rules were adopted in large part because of an increase in the amount of shared student housing within non-owner occupied homes that are near Green River Community College. Ordinance No. 6477 established an effective date of January 1, 2014 in order to allow property owners ample opportunity to bring their property into compliance with the new rules. City staff prepared and mailed notification to all property owners on Lea Hill south of SE 304th Street.

On June 16, 2014 City Council enacted Resolution No. 5079 which established a one year moratorium on the acceptance and issuance of communal residence business licenses and permits. City Council took this action because it appeared as though the rules adopted under Ordinance No. 6477 did not fully address the issues and impacts of communal residence uses. In particular, the lack of an occupant limit, the ability of the conditional use permit process to be used to exceed 4 occupants, and the lack of integration that the communal residence standards has with other shared housing arrangements.

On March 3, 2015 staff presented a series of draft amendments to the Planning Commission that were intended to assist in lifting the moratorium and establish permanent communal residence licensing and use regulations. On March 17, 2015 the Planning Commission held a public hearing on the draft amendments. At the conclusion of the public hearing, the Planning Commission deliberated on the code changes and voted to make modifications to the staff recommendation and to

recommend that City Council adopt the amendments displayed in proposed Ordinance No. 6560.

Highlights of the draft amendments include:

1. Eliminating the ability to obtain a conditional use permit that allows more than 4 tenants which also has the effect of establishing a 4 tenant occupancy limit.
2. Require that one on-site parking space be designated for each tenant.
3. Clarify that other forms of defined group housing arrangements are not the same as a communal residence.
4. Clarify that a communal residence is a form of business activity.

**Reviewed by Council Committees:**

Other: Legal and Planning

**Councilmember:**

**Staff:** Snyder

**Meeting Date:** May 4, 2015

**Item Number:** ORD.A

## **ORDINANCE NO. 6 5 6 0**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 18.04.031, 18.04.125, 18.04.249, 18.04.390, 18.04.440, 18.04.660, 18.04.835, 18.04.891, 18.07.020, AND 18.31.130 OF THE AUBURN CITY CODE RELATING TO COMMUNAL RESIDENCES**

WHEREAS, the City of Auburn has seen an increase in rental housing particularly in residential neighborhoods adjacent to Green River Community College and through citizen comment determined the City's rental housing related codes need to be amended in some fashion; and

WHEREAS, the current provisions of the Auburn City Code (ACC) define communal residences as a dwelling without an owner occupant that is rented to a group of unrelated individuals [ACC 18.04.249], and further identify regulations related to communal residences [ACC 18.31.130], however, it appears that these provisions may not be adequate to fully address the issues related to communal residences; and

WHEREAS, in order to address issues related to rental housing primarily in single family residential neighborhoods, the City Council determined that it is appropriate to fully evaluate and consider the different options and avenues through which communal residence rental housing operates; and

WHEREAS, in conformity with the responsibilities of the City of Auburn to provide for zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activity within its corporate limits, the City intends to explore and evaluate how it can most reasonably and responsibly address the issues and impacts related to communal residence rental housing; and

WHEREAS, in order to give the City adequate time to fully consider all the options and

alternatives for appropriate regulations, and to fully investigate and review all of the factors involved in communal residence rental housing related uses, the City Council determined it had a need to impose a moratorium on accepting and processing applications for communal residence rental housing uses, until its review of needed regulations and the adoption and implementation of needed regulations can be completed; and

WHEREAS, RCW Sections 35A.63.220 and 36.70A.390 authorize cities to adopt moratoria; and

WHEREAS, consistent with the provisions of RCW 35A.63.220, on June 16, 2014, the City Council passed its Resolution No. 5079, implementing and establishing a moratorium on the acceptance or processing of applications for business licenses and other licenses, permits and approvals for communal residential rental housing; and

WHEREAS, since the passage of Resolution No. 5079, members of the Planning Department and other City staff have been working with the City of Auburn Planning Commission to evaluate, consider and propose amendments to the City Code to address communal residential rental housing; and

WHEREAS, on March 17, 2015, the City of Auburn Planning Commission held a public hearing to hear comments regarding communal residential rental housing, and following the public hearing and the receipt of comments and discussion related thereto, the Planning Commission moved to forward to the City Council its recommendations regarding communal residential rental housing, set forth herein below.

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

Section 1. AMENDMENT TO CITY CODE. That Section 18.04.031 of the City Code be, and the same is hereby amended to read as follows:

18.04.031 Adult family home.

"Adult family home" means a residential home licensed by the state in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services. Adult Family Homes are not Communal Residences. (Ord. 6245 § 3, 2009.)

Section 2. AMENDMENT TO CITY CODE. That Section 18.04.125 of the City Code be, and the same is hereby amended to read as follows:

18.04.125 Assisted living facility.

"Assisted living facility" means a combination of housing, supportive services, personalized assistance, and health care designed to respond to the individual needs of those who need help with activities of daily living. An establishment with a central or private kitchen, dining, recreational, and other facilities, with separate bedrooms or living quarters, where the emphasis of the facility remains residential. An Assisted Living Facility is not a Communal Residence. (Ord. 6245 § 3, 2009; Ord. 6140 § 1, 2007.)

Section 3. AMENDMENT TO CITY CODE. That Section 18.04.249 of the City Code be, and the same is hereby amended to read as follows:

18.04.249 Communal residence.

"Communal residence" is a business where a dwelling unit, without an owner occupant, is rented to a group of unrelated individuals. Adult Family Homes, Foster Care Homes, Group Residence Facilities, Special Needs Housing, and Supportive Housing are not Communal Residences. (Ord. 6477 § 10, 2013.)

Section 4. AMENDMENT TO CITY CODE. That Section 18.04.390 of the City Code be, and the same is hereby amended to read as follows:

18.04.390 Foster care home.

"Foster care home" means a home which provides regular care for up to four developmentally disabled adults, or up to four adults who are recipients of state or federal financial assistance services, or up to four foster children under the age of 18, or up to three expectant mothers in a residential structure of the person or persons under whose direct care and supervision the people are placed. A Foster Care Home is not a Communal Residence. (Ord. 6245 § 3, 2009; Ord. 4229 § 2, 1987.)

Section 5. AMENDMENT TO CITY CODE. That Section 18.04.440 of the City Code be, and the same is hereby amended to read as follows:

18.04.440 Group residence facility.

“Group residence facility” means a facility licensed by the state and operated with full-time supervision for housing resident persons who, by reasons of their mental or physical disability, addiction to drugs or alcohol, or family and social adjustment problems, require a transitional nonmedical treatment program for rehabilitation and social readjustment. For the purposes of this title, a nonmedical treatment program consists of counseling, vocational guidance, training, group therapy and other similar rehabilitative services but does not include drug and/or alcohol detoxification. Monitoring the taking of prescription medication shall be permitted. The use of medication by any resident shall be incidental to that person’s residence in the facility and shall not be a criterion for residence in the facility. This definition does not include residential dwellings which meet all other requirements of this title, that provide programs related to this definition or which provide services of a nursing home as defined by ACC 18.04.660. A Group Residence Facility is not a Communal Residence. (Ord. 6245 § 3, 2009; Ord. 4590 § 2 (Exh. A), 1992; Ord. 4304 § 1(2), 1988; Ord. 4229 § 2, 1987.)

Section 6. AMENDMENT TO CITY CODE. That Section 18.04.660 of the City Code be, and the same is hereby amended to read as follows:

18.04.660 Nursing home.

“Nursing home,” “rest home,” “convalescent home,” “guest home” and “home for the aged” mean a home operated similarly to a boardinghouse but not restricted to any number of guests or guest rooms, the operator of which is licensed by the state or county to give special care and cure to his or her charges, and in which nursing, dietary and other personal services are furnished to convalescents, invalids and aged persons, and in which homes are performed no surgery, maternity or any other primary treatments such as customarily provided in hospitals, and in which no persons are kept or served who normally would be admitted to a mental hospital or to a group residence facility. This definition does not include group residence facilities as defined in this title. A Nursing Home is not a Communal Residence. (Ord. 6245 § 3, 2009; Ord. 4304 § 1(5), 1988; Ord. 4229 § 2, 1987.)

Section 7. AMENDMENT TO CITY CODE. That Section 18.04.835 of the City Code be, and the same is hereby amended to read as follows:

18.04.835 Special needs housing.

“Special needs housing” is housing that meets the definition of nursing home, group home, or other housing that meets the needs of special populations that need assistance or special accommodation in housing. See Chapter 18.49 ACC. Special Needs Housing is not a Communal Residence. (Ord. 6245 § 3, 2009.)

Section 8. AMENDMENT TO CITY CODE. That Section 18.04.891 of the City Code be, and the same is hereby amended to read as follows:

18.04.891 Supportive housing.

“Supportive housing” means a multiple-family dwelling owned or sponsored by a nonprofit corporation or government entity, designed for occupancy by individual adults that are either (A) homeless or at risk of homelessness; (B) are experiencing a disability that presents barriers to employment and housing stability; or (C) generally require structured supportive services to be successful living in the community; is permitted at a greater unit density than otherwise allowed within a particular zone; and is intended to provide long-term, rather than transitional, housing. Long-term housing is approximately longer than two years, whereas transitional housing is no more than two years. Supportive Housing is not a Communal Residence. (Ord. 6245 § 3, 2009; Ord. 6167 § 1, 2008.)

Section 9. AMENDMENT TO CITY CODE. That Section 18.07.020 of the City Code be, and the same is hereby amended to read as follows:

18.07.020 Uses.

Table 18.07.020

Permitted Use Table – Residential Zoning Designations

| P = Permitted A = Administrative C =Conditional Use X = Not Permitted |                     |     |     |     |                |                |                |
|-----------------------------------------------------------------------|---------------------|-----|-----|-----|----------------|----------------|----------------|
| Land Uses                                                             | Zoning Designations |     |     |     |                |                |                |
|                                                                       | RC                  | R-1 | R-5 | R-7 | R-10           | R-16           | R-20           |
| A. Residential Uses.                                                  |                     |     |     |     |                |                |                |
| Accessory dwelling units                                              | P                   | P   | P   | P   | X <sup>1</sup> | X <sup>1</sup> | X <sup>1</sup> |
| Accessory use, residential                                            | P                   | P   | P   | P   | P              | P              | P              |
| Adult family home                                                     | P                   | P   | P   | P   | P              | P              | P              |

Table 18.07.020

## Permitted Use Table – Residential Zoning Designations

| P = Permitted A = Administrative C =Conditional Use X = Not Permitted                                                                                              |                     |                |                |                |                |                |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Land Uses                                                                                                                                                          | Zoning Designations |                |                |                |                |                |                |
|                                                                                                                                                                    | RC                  | R-1            | R-5            | R-7            | R-10           | R-16           | R-20           |
| Bed and breakfast                                                                                                                                                  | P                   | P              | P              | P              | P              | P              | P              |
| Communal residence four or less unrelated individuals                                                                                                              | P                   | P              | P              | P              | P              | P              | P              |
|                                                                                                                                                                    |                     |                |                |                |                |                |                |
| Duplexes; provided, that minimum lot size of zoning designation is met and subject to compliance with Chapter 18.25 ACC (Infill Residential Development Standards) | X                   | X              | A              | P              | P              | P              | X              |
| Foster care homes                                                                                                                                                  | P                   | P              | P              | P              | P              | P              | P              |
| Group residence facilities (7 or more residents)                                                                                                                   | X                   | X              | X              | X              | C              | C              | C              |
| Group residence facilities (6 or fewer residents)                                                                                                                  | P                   | P              | P              | P              | P              | P              | P              |
| Keeping household pets <sup>4</sup>                                                                                                                                | P <sup>2</sup>      | P <sup>2</sup> | P <sup>2</sup> | P <sup>2</sup> | P <sup>2</sup> | P <sup>2</sup> | P <sup>2</sup> |
| Multiple-family dwellings                                                                                                                                          | X                   | X              | X              | X              | A              | P              | P              |
| Neighborhood recreational buildings and facilities owned and managed by the neighborhood homeowners' association                                                   | A <sup>6</sup>      | A <sup>6</sup> | A <sup>6</sup> | A <sup>6</sup> | A <sup>6</sup> | P              | P              |
| Renting of rooms, for lodging purposes only, to accommodate not more than two persons in addition to the family or owner occupied unit <sup>8</sup>                | P                   | P              | P              | P              | P              | P              | P              |
| Residential care facilities including but not limited to assisted living facilities, convalescent homes, continuing care retirement facilities                     | P                   | P              | X              | X              | A              | P              | P              |
| Single-family detached dwellings, new                                                                                                                              | P                   | P              | P              | P              | P              | P              | X              |
| Supportive housing, subject to the provisions of ACC 18.31.160                                                                                                     | X                   | X              | X              | X              | X              | P              | P              |

Table 18.07.020

## Permitted Use Table – Residential Zoning Designations

| P = Permitted A = Administrative C =Conditional Use X = Not Permitted                                                                           |                     |     |     |     |      |      |      |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----|-----|-----|------|------|------|
| Land Uses                                                                                                                                       | Zoning Designations |     |     |     |      |      |      |
|                                                                                                                                                 | RC                  | R-1 | R-5 | R-7 | R-10 | R-16 | R-20 |
| Swimming pools, tennis courts and similar outdoor recreation uses only accessory to residential or park uses                                    | P                   | P   | P   | P   | P    | P    | P    |
| Townhouses (attached)                                                                                                                           | X                   | X   | X   | X   | P    | P    | P    |
| B. Commercial Uses.                                                                                                                             |                     |     |     |     |      |      |      |
| Commercial horse riding and bridle trails                                                                                                       | A                   | X   | X   | X   | X    | X    | X    |
| Commercial retail, included as part of mixed-use development and not a home occupation in compliance with Chapter 18.60 ACC                     | X                   | X   | X   | X   | A    | A    | A    |
| Daycare, limited to a mini daycare center. Daycare center, preschool or nursery school may also be permitted but must be located on an arterial | X                   | A   | A   | A   | A    | A    | A    |
| Home-based daycare as regulated by RCW 35.63.185 and through receipt of approved city business license                                          | P                   | P   | P   | P   | P    | P    | P    |
| Home occupations subject to compliance with Chapter 18.60 ACC                                                                                   | P                   | P   | P   | P   | P    | P    | P    |
| Mixed-use development <sup>3</sup>                                                                                                              | X                   | X   | X   | X   | P    | P    | P    |
| Nursing homes                                                                                                                                   | X                   | X   | X   | X   | C    | C    | C    |
| Private country clubs and golf courses, excluding driving ranges                                                                                | X                   | X   | C   | C   | C    | X    | X    |
| Privately owned and operated parks and playgrounds and not homeowners' association-owned recreational area                                      | X                   | A   | A   | A   | A    | P    | P    |
| Professional offices, included as part of mixed-use development and not a home occupation in compliance with Chapter 18.60 ACC                  | X                   | X   | X   | X   | A    | A    | A    |

Table 18.07.020

## Permitted Use Table – Residential Zoning Designations

| P = Permitted A = Administrative C =Conditional Use X = Not Permitted                                                                                                            |                     |     |     |     |      |      |      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----|-----|-----|------|------|------|
| Land Uses                                                                                                                                                                        | Zoning Designations |     |     |     |      |      |      |
|                                                                                                                                                                                  | RC                  | R-1 | R-5 | R-7 | R-10 | R-16 | R-20 |
| C. Resource Uses.                                                                                                                                                                |                     |     |     |     |      |      |      |
| Agricultural enterprise: <sup>6</sup>                                                                                                                                            |                     |     |     |     |      |      |      |
| When 50 percent, or more, of the total site area is dedicated to active agricultural production during the growing season, and with 52 or less special events per calendar year  | A <sup>7</sup>      | X   | X   | X   | X    | X    | X    |
| When less than 50 percent of the total site area is dedicated to active agricultural production during the growing season, or with more than 52 special events per calendar year | C <sup>7</sup>      | X   | X   | X   | X    | X    | X    |
| Agricultural type uses are permitted provided they are incidental and secondary to the single-family use:                                                                        |                     |     |     |     |      |      |      |
| Agricultural crops and open field growing (commercial)                                                                                                                           | P                   | X   | X   | X   | X    | X    | X    |
| Barns, silos and related structures                                                                                                                                              | P                   | X   | X   | X   | X    | X    | X    |
| Commercial greenhouses                                                                                                                                                           | P                   | X   | X   | X   | X    | X    | X    |
| Pasturing and grazing <sup>4</sup>                                                                                                                                               | P                   | X   | X   | X   | X    | X    | X    |
| Public and private stables <sup>4</sup>                                                                                                                                          | P                   | X   | X   | X   | X    | X    | X    |
| Roadside stands, for the sale of agricultural products raised on the premises. The stand cannot exceed 300 square feet in area and must meet the applicable setback requirements | P                   | X   | X   | X   | X    | X    | X    |
| Fish hatcheries                                                                                                                                                                  | C                   | X   | X   | X   | X    | X    | X    |
| D. Government, Institutional, and Utility Uses.                                                                                                                                  |                     |     |     |     |      |      |      |
| Civic, social and fraternal clubs                                                                                                                                                | X                   | X   | X   | X   | A    | A    | A    |
| Government facilities                                                                                                                                                            | A                   | A   | A   | A   | A    | A    | A    |

**Table 18.07.020**

**Permitted Use Table – Residential Zoning Designations**

| <b>P = Permitted A = Administrative C =Conditional Use X = Not Permitted</b> |                            |                |                |                |                |                |                |
|------------------------------------------------------------------------------|----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Land Uses</b>                                                             | <b>Zoning Designations</b> |                |                |                |                |                |                |
|                                                                              | <b>RC</b>                  | <b>R-1</b>     | <b>R-5</b>     | <b>R-7</b>     | <b>R-10</b>    | <b>R-16</b>    | <b>R-20</b>    |
| Hospitals (except animal hospitals)                                          | X                          | X              | X              | X              | X              | C              | C              |
| Municipal parks and playgrounds                                              | A                          | P              | P              | P              | P              | P              | P              |
| Museums                                                                      | X                          | X              | X              | A              | A              | A              |                |
| Religious institutions, less than one acre lot size                          | A                          | A              | A              | A              | A              | A              | A              |
| Religious institutions, one acre or larger lot size                          | C                          | C              | C              | C              | C              | C              | C              |
| Transmitting towers                                                          | C                          | C              | C              | C              | C              | C              | C              |
| Type 1-D Wireless Communication Facility (see ACC 18.04.912(J))              | P                          | P              | P              | P              | P              | P              | P              |
| Utility facilities and substations                                           | C <sup>b</sup>             | C <sup>b</sup> | C <sup>b</sup> | C <sup>b</sup> | C <sup>b</sup> | C <sup>b</sup> | C <sup>b</sup> |

1. An accessory dwelling unit may be permitted with an existing single-family residence pursuant to ACC 18.31.120.
2. Please see the supplemental development standards for animals in ACC 18.31.220.
3. Individual uses that make up a mixed-use development must be permitted within the zone. If a use making up part of a mixed-use development requires an administrative or conditional use permit, the individual use must apply for and receive the administrative or conditional use approval, as applicable.
4. Proximity of pasture or livestock roaming area to wells, surface waters, and aquifer recharge zones is regulated by the King or Pierce County board of health, and property owners shall comply with the provisions of the King County board of health code.
5. Excludes all public and private utility facilities addressed under ACC 18.02.040(E).
6. Administrative use permit not required when approved as part of a subdivision or binding site plan.
7. Agricultural enterprise uses are subject to supplemental development standards under ACC 18.31.210, Agricultural enterprises development standards.
8. An owner occupant that rents to more than two persons but no more than four persons is required to obtain a City of Auburn Rental Housing Business License and shall meet the standards of the International Property Maintenance Code.

(Ord. 6477 § 8, 2013; Ord. 6369 § 2, 2011; Ord. 6363 § 3, 2011; Ord. 6269 § 3, 2009; Ord. 6245 § 5, 2009.)

Section 10 AMENDMENT TO CITY CODE. That Section 18.31.130 of the City Code be, and the same is hereby amended to read as follows:

18.31.130 Communal residence standards.

A. Parking Requirements. There must be one off-street parking stall that meets City standards of ACC 18.52.050, 'Parking design, development, and maintenance standards' per tenant. The applicant must demonstrate that each off-site parking space is under their ownership. In condominium or townhouse communities the applicant can also provide legal documentation that demonstrates that they have exclusive use of a common area parking space. The city shall reduce the off-street parking requirement if the property owner provides and maintains a notarized affidavit signed separately by each tenant, certifying that a tenant does not own a vehicle or have control of a vehicle while at the residence. A copy of the affidavit must be provided to the City upon request.

B. Solid Waste Management Requirements.

1. ACC 8.08.070 requires all occupied communal residences to have minimum garbage service. The landlord is required to provide tenants with adequate garbage and recycle receptacles meeting the minimum garbage service level of this code section.

2. The landlord is responsible to provide each tenant with the solid waste collection schedule at the time of the tenant's initial occupancy and that schedule is to be posted within the unit.

C. Annual Inspection Required. An annual building inspection is required for a communal residence as part of the required initial issuance and annual renewal of the rental housing business license.

D. Occupancy limits.

1. International Property Maintenance Code occupancy requirements are applicable to a communal residence regardless of the number of individuals living in the residence.

2. The occupancy limit for a Communal Residence shall not exceed four (4) people.

(Ord. 6477 § 9, 2013; Ord. 6245 § 15, 2009.)

Section 11. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 12. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 13. Effective Date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

ATTEST:

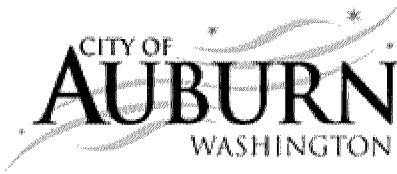
\_\_\_\_\_  
NANCY BACKUS, MAYOR

\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel B. Heid, City Attorney

PUBLISHED: \_\_\_\_\_



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5144

**Date:**

April 29, 2015

**Department:**

Finance

**Attachments:**

RES 5144

Lease Addendum

Exhibit A

**Budget Impact:**

\$0

**Administrative Recommendation:**

City Council adopt Resolution No. 5144.

**Background Summary:**

Auburn Flight Services is seeking an addendum to its Fixed-Base Lease at the Auburn Airport executed on February 27, 1978 (copy attached).

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

Coleman

**Meeting Date:** May 4, 2015

**Item Number:** RES.A

**RESOLUTION NO. 5 1 4 4**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM NUMBER V TO THE FIXED-BASE LEASE AT THE AUBURN AIRPORT INITIALLY BETWEEN SKY SERVICES, INC., CURRENTLY AUBURN FLIGHT SERVICES AND THE CITY OF AUBURN

WHEREAS, the City entered into a Fixed-Base Lease at the Auburn Airport for aviation related use of property at the City's Airport; and

WHEREAS, the provisions of that Fixed-Base Lease provide for certain terms, including options and a mechanism for amendment thereof; and

WHEREAS, the City and the current Lessee are in agreement that there are certain amendments to this lease that would be appropriate, including amending the Lease to provide for assignment to Sparrow Tang DBA Cascade Helicopter Services, with conditions, and amending the Lease to provide for an extension of up to fifty years.

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

Section 1. That the Mayor is hereby authorized to execute Addendum No. V to the fixed-base lease at the Auburn Airport, initially between Sky Services, Inc., currently between Auburn Flight Services and the City of Auburn relating to the lease of property at the Auburn Airport, in substantial conformity with the addendum marked as Addendum No. V and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF AUBURN

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel B. Heid, City Attorney

**ADDENDUM NO. V**

**ADDENDUM TO THE FIXED-BASED LEASE AT THE AUBURN AIRPORT  
INITIALLY BETWEEN SKY SERVICES, INC., CURRENTLY AUBURN  
FLIGHT SERVICES AND THE CITY OF AUBURN RELATING TO THE  
LEASE OF PROPERTY AT THE AUBURN AIRPORT**

**THIS ADDENDUM** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Auburn Flight Services, as successor of Sky Services, Inc., (hereinafter referred to as "Lessee") and the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), as an addendum to the Fixed-Based Lease at the Auburn Airport between the parties, a copy of which is attached hereto, marked as Exhibit "A," incorporated herein by this reference, executed on the 27th day of February, 1978.

**W I T N E S S E T H:**

WHEREAS, the City entered into a Fixed-Based Lease at the Auburn Airport for aviation related use of property at the City's Airport and,

WHEREAS, the provisions of that Fixed-Based Lease provide for certain terms, including options and a mechanism for amendment thereof; and,

WHEREAS, the City and the current Lessee are in agreement that there are certain amendments to this lease that would be appropriate.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the PARTIES HERETO HEREBY AGREE as follows:

ITEM ONE REVISION TO SECTION 18 OF THE LEASE: That Section 18 of the Lease is amended to read as follows:

18. Assignment.

Lessee shall not assign this lease or sublease any part of the premises without the prior written approval of Lessor. Such approval shall not be unreasonably withheld and shall be acted upon expeditiously by Lessor.

It is provided, however, that the Lessee does have the City's approval to assign the lease to Sparrow Tang DBA Cascade Helicopter Services on the condition that the assignment shall be fully executed not later than the 1st day of August, 2015, and on the condition that satisfactory evidence of the executed assignment agreement between the Lessee and its Successor is provided to the City not later than the 1<sup>st</sup> day of August, 2015.

ITEM TWO REVISION TO SECTION 31 OF THE LEASE: That Section 31 of the *Interlocal* Agreement is amended to read as follows:

31. Option to Renew.

(a) If this lease shall be in force and effect on the date of expiration of the original term, and the Lessee on that date shall have fully complied with the terms and conditions of this lease, Lessee may elect to renew for an additional ~~thirty years (30)~~ fifty (50) years beginning with the expiration of the original terms. To exercise this option, the Lessee shall give the Lessor at least one year's (1) advance notice in writing.

(b) In the event Lessee shall exercise its option to extend the initial lease term as hereinabove provided, all terms and conditions of this lease shall apply during the extended term, except the rental to be paid therein, which rental shall be agreed upon by the parties at the time of the exercise of said lease extension. In the event the parties are unable to agree upon the amount of the rental to be paid for the extension of the lease term, the same shall be fixed by an arbitration committee consisting of three persons, one to be selected by the Lessor, one to be selected by the Lessee, and the third to be selected by the two persons selected by the Lessor and Lessee. The decision of a majority of said arbitrators shall be binding upon Lessor and Lessee as the amount of the rental for said lease term extension; provided, however, that the rental rate shall be subject to readjustment at the expiration of each five-year period of the extended lease term in the manner provided in Section Six of this agreement. The arbitrators shall be appointed not less than six months of the commencement of the lease term extension and shall submit their rental termination findings to the parties hereto not less than three months prior to the commencement of the extension of the lease term.

ITEM THREE REMAINING TERMS UNCHANGED: That all other provisions of the Fixed-Based Lease at the Auburn Airport between the parties, executed on the 27th day of February, 1978, and prior amendments thereto, shall remain unchanged, and in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**Auburn Flight Services**

**CITY OF AUBURN**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Nancy Backus, Mayor

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Auburn Flight Services

Attest:

By: \_\_\_\_\_  
Danielle E. Daskam, City Clerk

Approved as to form:

\_\_\_\_\_  
Daniel B. Heid, City Attorney

## EXHIBIT "A"

### FIXED-BASE LEASE AT AUBURN AIRPORT

THIS LEASE AND AGREEMENT made and entered into this 27th day of February 1978, by and between the CITY OF AUBURN, acting through the Auburn City Council, its governing board, acting on behalf of the City and with authority to act on behalf of the City to enter into this lease and agreement (hereafter referred to as "Auburn") and SKY SERVICES, INC., a corporation, hereinafter referred to as "Lessee";

#### W I T N E S S E T H :

##### 1. Recitals.

(a) Auburn owns and operates the Auburn Airport located in King County, Washington, hereinafter called the Airport.

(b) The Lessee desires to lease certain premises, facilities, rights, services and privileges on the Airport for the purpose of conducting a fixed-base operation there, and Auburn is willing to lease the same to the lessee upon the terms and conditions hereafter stated in this agreement.

(c) As a condition precedent to this lease, Lessee shall construct a building in accordance with the plans and specifications attached hereto as Exhibit "B".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Auburn and Lessee agree as follows:

##### 2. Description of Premises.

Auburn hereby leases to Lessee the following described property located on the Auburn Airport, King County, Washington, more particularly described in the legal description attached hereto as Exhibit "A" which is incorporated into this lease by reference as if fully set forth herein.

##### 3. Use of the Premises.

The Lessee will use the premises for conducting a fixed-base aircraft operation, maintenance and repair and for no other purpose.

The fixed-base operation may include any or all of the following uses:

(a) The maintenance, construction, repair and salvage of

aircraft engines, air frames, avionics and accessories, together with all ancillary services required thereunder;

(b) Sale of new and used aircraft (both retail and wholesale);

(c) Sale of aircraft parts and accessories (retail and wholesale);

(d) Sale of new and used radios and all other electronic equipment including aircraft instruments;

(e) Sale of navigational and airmen's supplies and accessories;

(f) Flight operations, including flight training, demonstration of aircraft for sale, charter and air taxi;

(g) Towing of disabled aircraft;

(h) Financing, leasing and insuring of aircraft;

(i) Loading and unloading of aircraft in any lawful business;

(j) The installation of a vending equipment and/or coffee bar with the purpose of serving Lessee's employees and customers;

(k) Rent-a-car service upon payment to Lessor of additional rental or fees based upon a rate equal to those paid by other car rental agencies operating on similarly situated airports within the State of Washington.

The Lessee agrees to furnish these services on a fair, equal and not unjustly discriminatory basis to all users thereof.

4. Term of Lease.

The initial term of this lease shall be for a period of forty (40) years, commencing on the 1st day of June, 1978 and terminating on the 31st day of May, 2018.

5. Rentals, Fees and Charges.

Subject to renegotiation, additions or credits as herein-after provided, the Lessee agrees to pay Auburn for the use of the premises, facilities, rights, licenses, services and privileges granted herein, the following rentals, fees and charges all payable in monthly installments in advance, on or before the 20th of each month.

(a) (No rental to be due Lessor by Lessee for the first six months of the lease term.)

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ATTORNEYS AT LAW  
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AUBURN, WASHINGTON 98002  
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839-2660

- (b) \$421.40 for the second six months of the lease term;
- (c) \$561.88 for the second year of the lease term;
- (d) \$632.10 for the third year of the lease term;
- (e) \$702.35 for the remainder of the lease term, subject to any rental rate adjustments which may be made at the expiration of each five-year period of the lease term, as provided in Paragraph Six of this Agreement.

6. Rental Rate and Rate Adjustment.

The rental rate set forth in Paragraph Five is subject to adjustment at the end of each five-year period of the lease term. For any such adjustment of rental, the rental rate shall be determined in the following manner:

- (a) Six months before each five-year renegotiation date of the lease term, the Lessee and Lessor shall determine the appraised value of the property of the leased land herein. The rental thereafter shall be at the rate of ten percent (10%) per annum of the appraised value of said land. The appraised shall be only on the land and shall exclude the building improvements.

If agreement is not reached within ninety (90) days before the renegotiation date, the parties shall mutually agree on an arbitrator to fix the forthcoming rental; and if the parties are unable to agree upon an arbitrator, they shall apply to the Superior Court for King County and request the presiding Judge of that Court to appoint an arbitrator to fix the rental.

(a) Within fifteen (15) days after the arbitrator has been selected, both the Lessor and Lessee will submit to the arbitrator their proposals for the renegotiated rent taking due account of the factors set forth for adjusting the rent. The arbitrator will analyze said proposals and conduct such investigation, interviews and discussions with or without the parties as he feels necessary.

(b) At a time not to exceed fifteen (15) days after the submission of the written proposals of the Lessor and Lessee, the respective parties may have representatives appear and argue such matters regarding the renegotiation as the parties deem fit. Within five (5) days after such time the arbitrator shall make a final written determination of the forthcoming rental rate which shall be final and binding on all parties.

(c) Lessor and Lessee shall equally share the costs of the arbitrator's fees.

7. Rates, Rentals and Other Charges.

Lessee shall furnish the Lessor with a complete schedule of all prices charged by the Lessee for each service or unit charged to the general public. Lessee agrees to charge fair, reasonable and not unjustly discriminatory prices for each unit or service.

8. Use of Public Airport Facilities.

Lessee is granted the nonexclusive use of all public airport facilities including but not limited to taxiways, runways, aprons, navigational aids and facilities relating thereto for the purposes of landings, take-offs and taxiing of Lessee and Lessee's tenants and customers aircraft. All such use shall be in accordance with the laws of the United States of America, the State of Washington, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations and ordinances of the Lessor now in force or here-

after prescribed or promulgated by ordinance or by law.

(a) Lessor agrees during the term of this lease to operate and maintain the airport and its public airport facilities as a public airport consistent with an pursuant to sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

9. Maintenance and Repairs.

(a) Exterior and Interior Repairs: Lessee shall keep the foundations, adjacent sidewalks, exterior walls, roof and downspouts in good order and repair. In addition, Lessee shall make structural repairs including (but not limited to) repairs to interior walls, floors, wiring, plumbing, heating plant, air conditioning equipment and flues and chimneys. If Lessee shall refuse or neglect to commence or complete repairs to the exterior or interior of the buildings constructed by it on the leased premises, either promptly or adequately, Lessor may, but shall not be required to, commence or complete the repairs and Lessee shall pay the costs thereof to Lessor on demand.

(b) Maintenance: The Lessee shall keep the interior of the demised premises in good repair, at his own expense, subject to approval of Lessor. Lessee may make interior alterations and additions at its own cost, subject to approval of the Lessor. The Lessee shall replace all window glass and plate glass with the glass of same or similar quality whenever said glass is broken or destroyed.

(c) Ownership of Repairs and Improvements: Lessee shall make such interior and exterior repairs, alterations or additions at his own cost and expense and such improvements shall, when made, be deemed to have attached to the freehold, but the Lessee shall retain such property rights herein as may be attributable to the remaining terms of this lease. Signs, electrical equipment, store fixtures and other removable trade fixtures shall not be deemed structural alterations, additions, improvements or interior

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833-2660

repairs. At the expiration of the term hereof, the Lessee, if not in default, may remove such signs, equipment and trade fixtures which constitute its property, provided that upon such removal, the Lessee will not permit any damage to the premises

10. Cleanliness and Waste.

Lessee shall keep the demised premises and the walks thereto belonging at all times in a neat, clean and sanitary condition free from snow, ice, waste or debris and shall neither commit nor permit any waste thereon.

11. Personal Property Taxes.

Lessee shall pay promptly when due all taxes assessed and levied against its fixture, furnishings, equipment and stock in trade during the term hereof unless such assessment and levy are being protested according to law.

12. Property Insurance and Waiver of Subrogation.

Neither the Lessor nor the Lessee shall be liable to the other for loss arising out of damage or destruction of the leased premises or the contents thereof when such loss is caused by any of the perils included in the standard form of fire and extended coverage insurance, and sprinkler leakage insurance coverage, if the premises are sprinkled. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this lease have been provided in contemplation that Lessee shall carry the foregoing insurance protection at its own expense and Lessee shall look to its insurance carrier for reimbursement of any such loss and further that the insurance carrier or carriers involved shall not subrogate against either party to this agreement.

13. Public Liability Insurance.

The Lessee agrees to procure and maintain in force for the term of this lease public liability and property damage insurance with a minimum coverage of One Million Dollars (\$1,000,000.00)

combined single limit, each occurrence. The policy shall also provide that the same shall not be cancelled until a ten-day written notice of cancellation has been served upon the Lessor. Lessor shall be named as an additional insured on such policy, and Lessee will furnish written evidence of this coverage to Lessor. The limits of liability insurance coverage herein shall be reviewed, negotiated and modified during each five-year (5) renegotiation period of the lease and if no agreement is reached on said limits, arbitration as set forth herein shall be used to settle the issue.

14. Hold Harmless.

Lessee shall indemnify and save harmless the Lessor, its officers, agents and employees from and against all claims, demands, loss or liability which Lessor, its officers, agents and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons, or damage to property arising out of or connected with any negligence or lack of care of the Lessee, its officers, agents or employees in use of the demised premises including the Auburn Airport and its facilities.

15. Reservations to Lessor.

Upon acceptance of the leased premises by Lessee, the acceptance shall be subject to any and all existing easements or other encumbrances; and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipe lines, manholes, connections; water, oil and gas pipe lines; and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient to use in connection therewith over, in, upon, through, across and along the leased premises or any part thereof as will not interfere with Lessee's operations hereunder and to enter thereupon for any and all such purposes. Lessor also reserves the right to grant franchises, easements, rights of way and permits in, over and upon, along or across any and all portions of the leased premises as Lessor may elect to do so, pro-

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839-2660

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vided, however, that no right of the Lessor provided for in this Paragraph shall be so exercised as to interfere unreasonably with Lessee's operations hereunder or impair the security of any secured creditor of Lessee.

Lessor agrees that any right as set forth in this clause shall not be exercised unless the prior written notice of sixty days (60) is given to Lessee; however, if such right must be exercised by reason of emergency, then Lessor will give Lessee such notice in writing as is reasonable under the existing circumstances.

Lessor agrees that it will cause the surface of the demised premises to be restored to its additional condition upon the completion of any construction. Lessee further agrees that should the granting of these rights temporarily interfere with the use of any or all of the demised premises, the rental shall be reduced in a proportion to the amount said interference bears to the total use of the demised premises.

16. Water Facilities.

Lessor shall provide to the property site adequate water facilities. Any requirement for streets, curbs, sidewalks and sewers will be furnished by the Lessor. Lessee shall be responsible for the installation and maintenance of its own septic tank facilities.

17. Duties of the Lessee.

(a) Lessee shall be solely responsible for all costs or charges for utilities furnished to or required by Lessee during the term of this agreement.

(b) Lessee agrees at its own expense to cause the premises and improvements to be maintained in a presentable condition consistent with good business practices. This shall include, although not be limited to, the obligation of the Lessee to maintain the premises in a clean, neat and orderly condition and to do such interior repainting as is necessary to keep the premises in a clean, neat and attractive condition.

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(c) Lessee agrees to furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the airport. The Lessee shall reveal upon the request of Auburn its general schedule of rates, fees and rentals or other charges for services it may render under this lease. Lessor shall have the right to inspect Lessee's books and records for the purposes of verifying such charges.

(d) Lessee shall not erect, install or operate or cause or permit to be erected, installed or operated upon the premises herein any sign or other advertising device without first having obtained Auburn's consent thereto to the size, construction, location and general appearance. Auburn shall not unreasonably withhold permission to the Lessee to erect any sign, provided said sign is in keeping with the nature of the business and conforms to the standards of good business and commercial practice.

(e) In the conduct of its business at Auburn Airport the Lessee, its employees, agents and servants shall obey all applicable rules, regulations and ordinances and laws that may from time to time be promulgated by the Lessor or any federal, state or local government or agency thereof.

(f) Lessee shall exercise due and reasonable caution to prevent fire and accidents on the premises. Should Lessee fail to remove or abate a fire hazard after direction to do so, the Lessor may remove the hazard and charge the costs of removal thereof to the Lessee.

18. Assignment.

Lessee shall not assign this lease or sublease any part of the premises without the prior written approval of Lessor. Such approval shall not be unreasonably withheld and shall be acted upon

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expeditiously by Lessor.

19. Right of Entry and Inspection of the Premises.

Auburn reserves the right at any reasonable time to enter upon said premises through its designated agents or employees for the purpose of inspecting the leased premises.

20. Rules and Regulations.

Auburn has the right to adopt and enforce reasonable rules and regulations with respect to the use of the airport and its appurtenances, provided that such rules and regulations shall not be inconsistent with safety and with rules and regulations and ordinances of the Federal Aviation Administration with aircraft operations at the airport.

21. Lessor's Right of Cancellation.

In addition to other remedies available to the Lessor, this agreement shall be subject to cancellation by the Lessor should any one or more of the following events occur:

(a) If the Lessee should file a voluntary petition in bankruptcy or proceedings in bankruptcy shall be instituted against it, and it is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a Court shall take jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provision for reorganization under the Bankruptcy Act, or if a receiver for Lessee's assets is appointed, or if Lessee shall be divested of its rights, powers and privileges under this contract by other operation of law.

(b) If the Lessee shall abandon or discontinue for thirty (30) consecutive days the conduct and operation of said fixed base operation.

(c) If Lessee fails to pay when due the whole or any part of the amount agreed upon herein for rent and charges and such default continues for ten days (10) after Lessor

has demanded payment in writing.

(d) If Lessee shall fail to perform, keep or observe any of the covenants and conditions contained in this contract to be performed, kept and observed by it, provided that upon the happening of any contingency recited in this subparagraph, the Lessee shall be given written notice to correct or cure such default, failure to perform or breach, and if, within thirty days (30) from the date of such notice, the default, breach or complaint shall have not been corrected in a manner satisfactory to the Lessor then, and in such event, the Lessor shall have the right, at once, to declare this contract terminated.

22. Lessee's Right of Cancellation.

In addition to any other remedies available to the Lessee, this agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

(a) The permanent abandonment of the airport as an air terminal.

(b) The issuance of any Court of competent jurisdiction of an injunction which in any way prevents or restricts the use of the airport and the injunction or restriction remains in force for at least thirty (30) days.

(c) The breach by the Lessor of any of the covenants, terms or conditions of this agreement to be kept, performed and observed by the Lessor and the failure to remedy such breach for a period of sixty days (60) after written notice from the Lessee of the existence of the breach.

(d) The assumption by the Federal Government or any other governmental agency of the control of the airport or

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any portion thereof in a manner which would preclude the Lessee from operating under the terms of this lease or which would substantially restrict its operation under the terms of this lease. If such an event should occur, an adjustment shall be paid to Lessee to fairly compensate Lessee for its investment costs incurred in the construction of its building. If the parties hereto cannot agree upon a fair compensation, the matter shall be arbitrated with the arbitration method being established as set forth in Paragraph 32 hereinbelow.

(e) If the Lessor should develop, change or alter the development of the airport in such manner that would substantially preclude, prevent or hinder the Lessee from operation under the terms of this lease. If the lease should be terminated either under this section or the previous section, permitting termination by the Lessor in the event of governmental restriction, or substantial interference, and thereafter the site should become available, or a similar site should become available, the Lessee shall have the right to lease the site on the same terms and conditions as contained in this lease, or, if the same site is unavailable in its previous condition, alternatively on the same terms and conditions as offered to any prospective Lessee. This right shall be effective only if the Lessee has faithfully performed all of the terms and conditions of this lease and if land and premises are available at the Auburn Airport for development.

23. Holding Over.

In the event Lessee shall hold over after the first term herein created, then such holding over shall be a tenancy from month to month only and governed by the same conditions and covenants as

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833-2660

contained in this lease.

24. Notices.

All notices given or to be given by either party to the other shall be given in writing and shall be addressed to the party at the addresses hereafter set forth or such other address as the parties may by written notice hereafter designated. Notices and payments to Lessor and notices to Lessee shall be addressed as follows:

Lessor

City of Auburn  
20 "A" Street Northwest  
Auburn, Washington 98002

Lessee

Sky Services, Inc.  
400-23rd Northeast  
Auburn, Washington 98002

25. Amendments to be in Writing.

This lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing signed by both parties.

26. Successors in Interest.

The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, administrators, executors and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

27. Waiver. The acceptance of rental, landing fees or any other payment by the Lessor for any period or periods after a default by the Lessee shall not be deemed a waiver of such default unless the Lessor shall so advise the Lessee in writing. No waiver by the Lessor of any default hereunder shall be construed to be a waiver of any subsequent default by either party. After any default shall have been cured by either party, it shall not thereafter be used by the other party as the grounds for the commencement of any legal action under the provisions of this agreement.

28. Destruction of the Premises.

In the event there is any destruction of the premises either

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833-2060

whole or partial due to fire, earthquake, acts of enemy, the elements, casualties, latent or patent defects in the construction of the premises or any other similar matter beyond the reasonable control of the parties so that the Lessee cannot fully enjoy the premises, improvements and equipment thereon, and Lessee shall notify the Lessor to that effect, the rental payable hereunder shall be equitably abated from the date of such notification until such time as the Lessee shall repair and restore said premises, improvements and equipment to a suitable condition. Lessee shall make restoration of the leased premises within 150 days of its damage or destruction.

29. Defaults.

If, after default under the terms of this lease by either party, the non-defaulting party employs an attorney to enforce any right or claim under this agreement, the prevailing party shall be entitled, in addition to any other damages, to recover a reasonable attorney fee and a reasonable accountant fee if such accountant is necessary for the determination of any sums or damages due under the provisions of this lease.

30. Ownership Reversion.

Subject to Paragraph 18, and subject to the right of Lessee's building finance institution to assume the Lessee's rights and obligations herein in the event of Lessee's default to said finance institution. At any time this lease shall terminate, the building, alterations and additions shall become the sole property of Lessor and the freehold interest of said structure shall be vested, in fee simple, in the Lessor.

31. Option to Renew.

(a) If this lease shall be in force and effect on the date of expiration of the original term, and the Lessee on that date shall have fully complied with the terms and conditions of this lease, Lessee may elect to renew for an additional thirty years (30) beginning with the expiration of the original term. To exercise

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this option, the Lessee shall give the Lessor at least one year's (1) advance notice in writing.

(b) In the event Lessee shall exercise its option to extend the initial lease term as hereinabove provided, all terms and conditions of this lease shall apply during the extended term, except the rental to be paid therein, which rental shall be agreed upon by the parties at the time of the exercise of said lease extension. In the event the parties are unable to agree upon the amount of the rental to be paid for the extension of the lease term, the same shall be fixed by an arbitration committee consisting of three persons, one to be selected by the Lessor, one to be selected by the Lessee, and the third to be selected by the two persons selected by the Lessor and Lessee. The decision of a majority of said arbitrators shall be binding upon Lessor and Lessee as the amount of the rental for said lease term extension; provided, however, that the rental rate shall be subject to readjustment at the expiration of each five-year period of the extended lease term in the manner provided in Section Six of this agreement. The arbitrators shall be appointed not less than six months of the commencement of the lease term extension and shall submit their rental termination findings to the parties hereto not less than three months prior to the commencement of the extension of the lease term.

32. Additional Obligations Assumed by Lessee.

(a) Lessee agrees to operate the premises leased for the use and benefit of the public and

(i) To furnish said services on a fair, equal and not unjustly discriminatory basis to all user thereof, and

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(ii) To charge for, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(b) The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) That the Lessee shall use the premises in compliance with all other requirements imposed by her pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21 Non-Discrimination and Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(c) In the event of breach of any of the preceding non-discrimination covenants, Lessor shall have the right to terminate the license, Lease, Permit granted herein, and to re-enter and repossess said land and the facilities thereon, and pull the same as if said lease had never been made or issued.

DATED this 27th day of February, 1978.

CITY OF AUBURN, WASHINGTON

Stanley P. Kersey  
Mayor

SKY SERVICES, INC.

William C. Blackwood  
Its President

(Executed by Sky Services this 1st  
day of June, 1978.)

33. Additional obligation of the Lessor.

The Airport shall pay related costs to provide culvert and fill  
for the drainage ditch along the northern edge of the property.

DATED and SIGNED this 16th day of May, 1978.

CITY OF AUBURN

Stanley P. Kersey  
MAYOR

ATTEST:

Coralie A. McConnekey  
City Clerk

APPROVED AS TO FORM:

J. B. Smith  
City Attorney

The Lessee, SKY SERVICES, INC., acknowledges and approves the addition of  
paragraph 33 to that certain Fixed-Base Lease at Auburn Airport Agreement at the  
Auburn Airport, as authorized by Auburn City Resolution No. 866, dated February  
21, 1978.

DATED this 1<sup>ST</sup> day of JUNE, 1978.

SKY SERVICES, INC.

William C. Blackmont  
President

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Additional obligation of Lessor  
City of Auburn - Sky Services, Inc.  
Page 17

ATTEST:

Terry L. Moller  
City Clerk

APPROVED AS TO FORM:

J. B. Banta  
City Attorney

STATE OF WASHINGTON    }  
COUNTY OF KING        } ss.

On this 27th day of February, 1978, before me personally appeared Stanley P. Kersey and Terry L. Moller, to me known to be the Mayor and City Clerk of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

Marion Auburn  
NOTARY PUBLIC in and for the State  
of Washington, residing at Auburn  
Enumclaw

STATE OF WASHINGTON)  
COUNTY OF KING } ss

On this 23 day of June, 1978, before me personally appeared William C Blackwood, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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

William E. Elliott  
Notary Public in and for the State of  
Washington, residing at Bellevue

RESOLUTION NO. 8 6 6

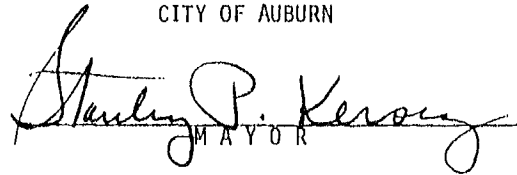
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING  
THE MAYOR AND CITY CLERK OF THE CITY OF AUBURN, TO EXECUTE A  
LEASE AND AGREEMENT BETWEEN THE CITY OF AUBURN AND SKY  
SERVICES, INC.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AT A REGULAR MEETING  
DULY ASSEMBLED, HEREWITH RESOLVES:

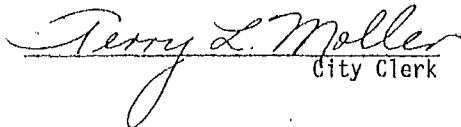
THAT the Mayor and City Clerk of the City of Auburn, are hereby authorized  
to execute a Lease and Agreement between the City of Auburn and Sky Services,  
Inc., for certain property located at the Auburn Municipal Airport. That a  
copy of said Lease is attached hereto, denominated as Exhibit "A-1" and made  
a part hereof as though set forth in full herein.

DATED and SIGNED this 21st day of February, 1978.

CITY OF AUBURN

  
MAYOR

ATTEST:

  
City Clerk

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Resolution No. 866  
2-21-78

RESOLUTION NO. 893

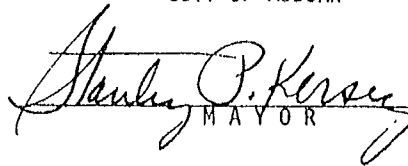
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF AUBURN, TO EXECUTE AN ADDENDUM TO THAT AGREEMENT AUTHORIZED BY AUBURN CITY RESOLUTION NO. 866 (DATED FEBRUARY 21, 1978) WITH SKY SERVICES, INC.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AT A REGULAR MEETING DULY ASSEMBLED, HERewith RESOLVES:

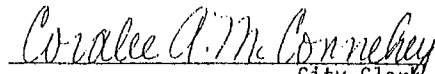
THAT the Mayor and City Clerk of the City of Auburn, Washington, are hereby authorized to execute an addendum to that agreement authorized by Auburn City Resolution No. 866 (dated February 21, 1978) with Sky Services, Inc. That a copy of said addendum is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

DATED and SIGNED this 15th day of May, 1978.

CITY OF AUBURN

  
MAYOR

ATTEST:

  
City Clerk

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Resolution No. 893  
5-10-78