City Council Meeting
May 2, 2022 - 7:00 PM
City Hall Council Chambers and Virtual
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

II. PUBLIC PARTICIPATION

1. Public Participation

   The Auburn City Council Meeting scheduled for Monday, May 2, 2022 at 7:00 p.m. will be held in person and virtually.

   Virtual Participation Link:

   To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

   Zoom: https://us06web.zoom.us/j/86555739402

   The public can also view the meeting on YouTube: https://www.youtube.com/user/watchauburn/live/?nomobile=1

   To join the meeting by phone, please use the below call-in information:

   253 215 8782
   888 475 4499 (Toll Free)

   Webinar ID: 865 5573 9402

A. **Pledge of Allegiance**

B. **Roll Call**

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - Mental Health Awareness Month

   Mayor Backus to proclaim May 2022 as "Mental Health Awareness Month" in the City of Auburn

B. Proclamation - National Peace Officers Memorial Day

   Mayor Backus to proclaim May 15, 2022 as "National Peace Officers Memorial Day" in the City of Auburn

C. Proclamation - National Police Week

Mayor Backus to proclaim May 11-17, 2022 as "National Police Week" in the City of Auburn

D. Proclamation - Affordable Housing Week

Mayor Backus to proclaim May 8-14, 2022 as "Affordable Housing Week" in the City of Auburn

IV. APPOINTMENTS

V. AGENDA MODIFICATIONS

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for MCI Communications Services, LLC
   Franchise Agreement No. FRN21-0005 (Gaub)

   A Public Hearing to consider Franchise Agreement No. FRN21-0005 for MCI Communications Services, LLC

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

   The public can provide comments in-person or submit written comments in advance of the scheduled meeting. Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

   Please mail written comments to:
   City of Auburn
   Attn: Shawn Campbell, City Clerk
   25 W Main St
   Auburn, WA 98001

   Please fax written comments to:
   Attn: Shawn Campbell, City Clerk
   Fax number: 253-804-3116

   Email written comments to:
   publiccomment@auburnwa.gov

   If an individual requires an accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or email to publiccomment@auburnwa.gov

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

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)
2. Preservation Funding (Chair Stearns)

VIII. 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 11, 2022 Study Session Meeting

B. Minutes of the April 18, 2022 Regular City Council Meeting

C. Claims Vouchers (Thomas)

Claims voucher list dated May 2, 2022 which includes voucher numbers 467652 through 467796, in the amount of $1,365,795.50 and five wire transfers in the amount of $704,788.44

D. Payroll Voucher (Thomas)

Payroll check numbers 539357 through 539361 in the amount of $559,930.95, electronic deposit transmissions in the amount of $2,237,148.28 for a grand total of $2,797,079.23 for the period covering April 14, 2022 to April 17, 2022

E. Increase Contract Amount for American West-Arts and Culture Center (Faber)

City Council to approve an increase of $100,000.00 in the total maximum authorized contract amount for Public Works Contract No. 21-17; Construction of Project No. CP1612 Auburn Arts and Culture Center

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

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. RESOLUTIONS

A. Resolution No. 5655 (Gaub)

A Resolution setting a Public Hearing to consider the Vacation of Right-of-Way of a portion of M Street NW, north of 15th Street NW, together with a portion of 29th Street NW, east of M Street NW, within the City of Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5655.)

B. Resolution No. 5664 (Gaub)

A Resolution authorizing the City to apply for and if awarded, execute, and administer two grant agreements between the City of Auburn and the Washington State Department of Transportation relating to Project No. CP2213, Runway and Taxiway Improvements and RSA Grading

(RECOMMENDED ACTION: Move to adopt Resolution No. 5664.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

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.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing for MCI Communications Services, LLC Franchise Agreement No. FRN21-0005 (Gaub)

Date:
April 26, 2022

Department:
Public Works

Attachments:
Draft Ordinance No. 6858

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

Administrative Recommendation:

City Council to hold a public hearing in consideration of Franchise Agreement No. FRN21-0005 for MCI Communications Services, LLC.

Background for Motion:

Background Summary:

Section 20.04.040 of the Auburn City Code requires the City to hold a public hearing before granting or denying a franchise agreement. Franchise Agreement No. FRN21-0005 for MCI Communications Services, LLC will allow it to continue to operate existing fiber optic telecommunications within the City's public way.

The date of the public hearing was set by consent on April 18, 2022.

Reviewed by Council Committees:

Councilmember: Stearns
Staff: Gaub
Meeting Date: May 2, 2022
Item Number: PH.1

ORDINANCE NO. 6858

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO MCI COMMUNICATIONS SERVICES LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS.

WHEREAS, MCI Communications Services LLC ("Franchisee") has applied for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Auburn ("City"), expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those public ways; and

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

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

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

Section 1. Definitions

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with Auburn City Code 20.02.020. In addition, the following definitions apply:

A. "ACC" means the Auburn City Code.

B. "Franchise Area" means the public ways as specified in Exhibit "A".

Franchise Area does not include private property located outside of the public way which the Franchisee may utilize, lease, or otherwise use for placement of Franchisee Facilities with authorization of other permissions from third parties, and including any necessary permits from any regulatory authority.

C. "Franchisee's Facilities" means any and all communications transmissions and distribution systems constructed and operated within the Franchise Area including, without limitation, all cables, wires, conduits, ducts,

pedestals, and any associated equipment or other items necessary for Telecommunications Services, as defined in Chapter 35.99.010(7) RCW, that are located in the Franchise Area whether above or below ground.

Franchisee's Facilities do not include facilities used to provide wireless services, including antennas or other equipment, appliances, attachments and appurtenances associated with wireless telecommunications facilities. Franchisee's facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in Chapter 80.36.375 RCW. Franchisee's facilities do not include any facilities that are not located within the Franchise Area or that are covered under a separate Franchise Agreement or agreement.

D. "Franchisee's Services" means any telecommunications service, telecommunications capacity, leasing of dark fiber, offered by the Franchisee using its Facilities in the Franchise Area, to affiliates and third parties, including, but not limited to, the transmission of voice, data or other electronic information, or other subsequently developed technology that carries a signal over cable. Franchisee's Services offered may also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the Franchise Area, mobile fronthaul and backhaul services, and other lawful services not prohibited by this Ordinance. However, Franchisee's Services will not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area specified in Exhibit "A", attached hereto and incorporated by reference. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

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

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise

Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

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

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to Chapter 35.79.030 RCW, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

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

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the City. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement, except in case of emergency notification.

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

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

Franchisee: MCI Communications Services LLC
Attn: Franchise Manager
600 Hidden Ridge
Irving, TX 75038
972-457-8337

with a copy to: Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW
5th Floor
Washington, DC 20005

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

C. The local contact can be reached at 425-301-8367 or jared.harris@verizon.com during normal business hours. Franchisee will notify the City within five business days of any changes to the local contact information. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: 1-800-624-9675.

Section 4. Term of Agreement

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Agreement.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 16, (3) the financial security specified in Section 17, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise

Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 28 of this Agreement, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

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

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is under taking its activity.

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

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

E. Tree Trimming. Upon prior written approval of the city the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within 24 hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Trench Repair for Street Restorations

A. At any time during the term of this Franchise, if a Franchisee Facility or trench within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify Franchisee of the deficiency and Franchisee agrees to

restore the deficiency and repair the damage within thirty (30) days of written notice by the City.

B. For purposes of the Section, “street” shall mean all City owned improvements within a public way, including, but is not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

Section 8. Repair and Emergency Work

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

Section 9. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe conditions, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 10. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee’s, which was installed, constructed, completed or in place prior in time to Franchisee’s application for a permit to construct or repair Franchisee’s Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee’s Facilities. However, to the extent that the Franchisee’s Facilities are completed and installed before another utility or other franchisee’s submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the

Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

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

Section 11. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 15, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

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

Section 12. Abandonment and or Removal of Franchisee Facilities

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

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee's Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

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

Section 13. Undergrounding

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

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

Section 14. Franchisee Information

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

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 15. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, or liabilities of any nature, which arises out of or in connection with the Franchisee's performance, non-performance or default under this Franchise, , except to the extent such costs, claims, injuries, damages, losses, suits or liabilities are caused by the sole or contributory negligence of the City.

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

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

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 15 (A), the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

Section 16. Insurance

A. The Franchisee shall procure and maintain for the duration of this Agreement and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the public way.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 or its equivalent and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 12 05 09 or its equivalent if the franchise agreement is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01 or its equivalent.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Insurance Amounts. The Franchisee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $5,000,000 each occurrence, $5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $5,000,000 each accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than $1,000,000.00 each accident/disease/policy limit.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

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

G. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

H. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial

General liability insurance policy using an endorsement as least as broad as ISO form CG 20 26 or equivalent.

I. Notice of Cancellation. Upon receipt of notice from its insurer(s) Franchisee shall provide the City with thirty (30) days' prior written notice of any policy cancellation.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Agreement.

K. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise Agreement, Franchisee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in Section 15.

Section 17. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars ($50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Franchisee, and all rights and privileges, as well as

all obligations and liabilities of the Franchisee will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

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

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 19. Dispute Resolution

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

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

Section 20. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this agreement, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the financial guarantee set forth in Section 17 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

Section 21. Compliance with Laws and Regulations

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

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for

negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

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

Section 22. License, Tax and Other Charges

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

Section 23. Consequential Damages Limitation

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

Section 24. Severability

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

Section 25. Titles

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

Section 26. Implementation.

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

Section 27. Entire Agreement

This Agreement, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All

previous Agreements between the parties pertaining to Franchisee's operation of its Facilities are hereby superseded.

Section 28. Effective date.

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM

_____
Kendra Comeau, City Attorney

PUBLISHED: _____

DRAFT

EXHIBIT “A”

Franchise Area

MCI Communications Services LLC fiber optics communications trunkline in a three inch (3”) pipe conduit in the Union Pacific Rail Road property that runs north/south through the City and occupies 460 +/- linear feet of City public way through seven east/west road crossings pursuant to City of Auburn Public Way Agreement No 96-07. The specific crossing locations that make up the Franchise Area are adjacent to the Union Pacific Rail line and are as follows:

1. Crossing at S 277th Street, 60 feet.
2. Crossing S 285th Street (aka 44th Street NW), 50 feet.
3. Crossing 37th Street NW, 60 feet.
4. Crossing 29th Street NW, 50 feet.
5. Crossing 15th St NW, 80 feet.
6. Crossing West Main Street, 60 feet.
7. Crossing 15th Street SW, 100 feet.

Together with;

MCI Communications Services LLC fiber optics communications in downtown Auburn from the Burlington Northern Rail Road property that runs north/south through the City of Auburn to 10 Second Street SE in the below listed streets pursuant to City of Auburn public Way Agreement No. 08-03 and per MCI Communications Services Inc. Capital Project #048448-001 As-Built Plans dated July 16, 2008:

1. West Main Street between BNSF Rail Road and B St SW
2. B Street SW between West Main Street and Alley
3. Alley south of West Main Street between B St SW and A St SW
4. A Street SW between Alley and 3rd St SW
5. 2nd Street SW between A St SW and A St SE
6. S Division Street between 2nd St SW and 3rd St SW
7. Alley south of 2nd Street SW between S Division Street and A Street SW

EXHIBIT “B”

STATEMENT OF ACCEPTANCE

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

MCI Communications Services LLC
600 Hidden Ridge, 2nd Fl
Irving, TX 75038

By: _____ Date: _____
Name: Dina Dye
Title: Senior Manager – Network Regulatory/Real Estate

STATE OF TEXAS)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

_____
Signature

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

MY COMMISSION EXPIRES: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the April 11, 2022 Study Session Meeting

Date:
April 28, 2022

Department:
Administration

Attachments:
Minutes of the April 11, 2022 Study Session Meeting

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

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: May 2, 2022

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Study Session Community Wellness Special Focus Area** **April 11, 2022 - 5:30 PM** **City Hall Council Chambers and Virtual** **MINUTES** **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

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Chris Stearns and Yolanda Trout-Manuel. Councilmember Robyn Mulenga was excused.

Department directors and staff members present include:
City Attorney Kendra Comeau, Chief of Police Mark Caillier, Director of Parks, Arts and Recreation Daryl Faber, Director of Public Works Ingrid Gaub, Director of Administration Dana Hinman, Director of Human Resources & Risk Management Candis Martinson, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Director of Innovation and Technology David Travis and City Clerk Shawn Campbell.

III. ANNOUNCEMENTS REPORTS AND PRESENTATIONS

There were no announcements, reports or presentations.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5658 (Tate)(5 Minutes)

A Resolution expressing intent to explore annexation of certain real property located within the City of Kent, commonly referred to as The Bridges, pursuant to RCW 35.10.217

Director Tate provided Council with a presentation on Resolution No. 5658 regarding a legislative statement related to exploring annexation of the

Bridges Community.

Council discussed the public interaction portion of the process, the timeline for the process, the impact to property taxes and utility rates, costs to the City of Auburn and the de-annexation of the area from the City of Kent.

B. Jurassic Parliament Training (Mayor/Council)(3 Hours)

Deputy Mayor Jeyaraj provided Council with an introduction for Ann Macfarlane from Jurassic Parliament.

Ms. Macfarlane provided Council training on making the agenda, parliamentary procedure, the principle of equality, equity and inclusion, point of order, seeking recognition, duty to remain silent, fundamental guidelines, interrupting, the duty of the Chair, inappropriate remarks, motions, point of information, moving for a vote, abstention, conflict of interest, unanimous consent, amendments, motions as amended, secondary amendments, call the question, who is in charge of the meeting, Roberts Rules, accountability hierarchy, voluntary association, public comment, the right kind of control, voting and after the vote and the purpose of the meetings.

Deputy Mayor Jeyaraj recessed the meeting for 10 minutes at 6:46 p.m. He reconvened the meeting at 6:56 p.m.

Council discussed the ability to appeal, the process of appealing and public comments.

V. COMMUNITY WELLNESS DISCUSSION ITEMS

There were no other discussion items.

VI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:00 p.m.

APPROVED this 2nd day of May, 2022.

_____ _____

JAMES JEYARAJ, DEPUTY MAYOR Shawn Campbell, City Clerk

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the April 18, 2022 Regular City Council Meeting

Date:
April 28, 2022

Department:
Administration

Attachments:
Minutes of the April 18, 2022 Regular Council Meeting

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

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: May 2, 2022

Item Number: CA.B

CITY OF AUBURN WASHINGTON	**City Council Meeting** **April 18, 2022 - 7:00 PM** **City Hall Council Chambers and Virtual** **MINUTES** **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

II. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

B. Roll Call

Councilmembers present: Deputy Mayor Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga and Chris Stearns. Councilmember Yolanda Trout-Manuel was excused.

Department directors and staff members present included:
City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Innovation and Technology David Travis, Chief of Police Mark Caillier, Director of Finance Jamie Thomas, Director of Human Resources & Risk Management Candis Martinson, Innovation and Technical Support Specialist Danika Olson and City Clerk Shawn Campbell.

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, reports or presentations.

IV. APPOINTMENTS

A. Transportation Advisory Board Appointment

City Council to confirm the appointment of Patricia Larson to the Transportation Advisory Board, serving as the Senior Citizen representative, for a three year term expiring December 31, 2024.

Deputy Mayor Jeyaraj moved and Councilmember Stearns seconded to reappoint Patricia Larson to a three year term to expire on December 31, 2024.

MOTION CARRIED UNANIMOUSLY. 6-0

V. AGENDA MODIFICATIONS

An updated version of Resolution No. 5662 was provided to Council prior to the meeting.

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

Mary Arnold, 602 29th Street SE, Auburn
Ms. Arnold expressed concerns with shrubbery blocking signs on A Street and concerns with 911 response time.

Virginia Haugen, 2503 R Street SE, Auburn
Ms. Haugen expressed concerns regarding the Bridges Annexation.

Written comments were received by Lisa M. regarding concerns with drug use in Auburn.

B. Correspondence

There was no correspondence for Council to review.

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

   Councilmember Baggett, Chair of the Finance ad hoc committee, reported he and Councilmember Baldwin have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

2. Preservation Funding (Chair Stearns)

   Councilmember Stearns, Chair of the Preservation Funding ad hoc committee reported the committee met. They discussed sources of funding for street preservation projects. The Committee will report back to Council on April 25, 2022.

VIII. 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 4, 2022 Regular City Council Meeting

B. Claims Vouchers (Thomas)

Claims voucher list dated April 18, 2022 which includes voucher numbers 467482 through 467651, in the amount of $3,675,709.39 and three wire transfers in the amount of $617,336.04

C. Payroll Vouchers (Thomas)

Payroll check numbers 539350 through 539356 in the amount of $82,925.15, electronic deposit transmissions in the amount of $2,489,159.11 also a special payroll for Police Non Commissioned Retention Bonuses with electronic deposit transmission in the amount of $50,174.54 for a grand total of $2,622,258.80 for the period covering March 31, 2022 to April 13, 2022

D. Setting the Date for Public Hearing for MCI Communications Services, LLC Franchise Agreement (Gaub)

City Council to set date for Public Hearing for Franchise Agreement No. FRN21-0005 for MCI Communications Services, LLC Telecommunications Franchise

Deputy Mayor Jeyaraj moved and Councilmember Baggett seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

IX. UNFINISHED BUSINESS

There was no unfinished business.

X. NEW BUSINESS

There was no new business.

XI. RESOLUTIONS

A. Resolution No. 5658 (Tate)

A Resolution expressing intent to explore annexation of certain real property located within the City of Kent, commonly referred to as the Bridges, pursuant to RCW 35.10.217

Deputy Mayor Jeyaraj moved and Councilmember Baldwin seconded to adopt Resolution No. 5658.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5661 (Travis)

A Resolution ratifying the Mayor's execution of an amendment to the interlocal agreement between the City of Auburn and the City of Pacific for Information Technology Services

Councilmember Baggett moved and Councilmember Brown seconded to adopt Resolution No. 5661.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5662 (Gaub)

A Resolution authorizing three grant agreements with the Federal Aviation Administration for Project No. CP2213, Runway and Taxiway Improvements and Runway Safety Area

Councilmember Stearns moved and Deputy Mayor Jeyaraj seconded to adopt Resolution No. 5662.

Councilmember Robyn Mulenga Abstained.

MOTION CARRIED UNANIMOUSLY. 5-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Jeyaraj reported he attended the Sound Cities Association Public Issues Committee Meeting.

Councilmember Baldwin reported she visited the Auburn Municipal Airport

and participated in a ride along with the Police Department.

Councilmember Stearns reported he attended the King County Affordable Housing Committee meeting, and a cleanup event at Fenster Park.

B. **From the Mayor**

Mayor Backus reported she attended a meeting of the Sound Transit Board regarding Equitable Fare Compliance Policy, the Terry Home Dinner and Auction, a press conference with Congressman Kim Schrier for announcement of funds for the Auburn Resource Center and an Eagle Scout Court of Honor Ceremony.

Mayor Backus thanked Danika Olson for her hard work and dedication to Council over the last two years.

XIII. CLOSED SESSION

1. Closed Session

Mayor Backus recessed into a Closed Session at 7:30 p.m. per RCW 42.30.140(4)(b) for a discussion on collective bargaining for 20 minutes. City Attorney Comeau, Human Resources Director Martinson, and Chief of Police Caillier were required to attend. There is anticipated action to follow. The meeting reconvened at 7:50 p.m. Council added Resolution 5663 to the agenda.

2. Resolution No. 5663

A Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Auburn and the Auburn Police Management Association for 2022-2024

Deputy Mayor Jeyaraj moved and Councilmember Brown seconded to approve Resolution No. 5663.

MOTION CARRIED UNANIMOUSLY. 6-0

XIV. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:53 p.m.

APPROVED this 2nd day of May, 2022.

_____ _____

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)

Date:
April 25, 2022

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Claim Vouchers

Background for Motion:

Background Summary:

Claims voucher list dated May 2, 2022 which includes voucher numbers 467652 through 467796, in the amount of $1,365,795.50 and five wire transfers in the amount of $704,788.44

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: May 2, 2022

Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)

Date:
April 25, 2022

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Payroll Vouchers

Background for Motion:

Background Summary:

Payroll check numbers 539357 through 539361 in the amount of $559,930.95, electronic deposit transmissions in the amount of $2,237,148.28 for a grand total of $2,797,079.23 for the period covering April 14, 2022 to April 17, 2022

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: May 2, 2022

Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Increase Contract Amount for American West-Arts and Culture Center (Faber)

Date:
April 26, 2022

Department:
Parks/Art and Recreation

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve an increase of $100,000.00 in the total maximum authorized contract amount for Public Works Contract No. 21-17; Construction of Project No. CP1612 – Arts and Culture Center.

Background for Motion:

Background Summary:

Auburn City Code (ACC) Chapter 3.10 specifies the total maximum authorized contract amount for public work contracts based on contract value. The maximum authorized contract amount includes the original contract amount plus an authorized contingency. The code allows for administrative approval of change order work within the authorized contingency amount. If additional contingency exists within the overall project budget, the code also allows the City Council to increase the total maximum authorized contract amount, which is an increase to the authorized contingency available for administrative approval.

CP1612 Auburn Arts and Culture Center will reconstruct the top floor of the Historic Auburn Post Office into an Arts and Culture Center as well as meeting venue. The project also includes fire suppression, utility repairs/additions and other items necessary to ensure ease of operation and logistic flow into a future Phase 2. During construction of the project, building deficiencies were discovered not recognized in initial design/bidding.

This requested increase in the maximum authorized contract amount will use available overall project contingency to provide for items of work that were not part of the original contract:

To fund these changes, an increase in the total authorized contract amount of $100,000 will be required, which is available within the existing overall project budget. After the allocation of this additional construction contract contingency, the remaining project budget contingencies of approximately $40,000 remains in Fund 328 CP 1612 as well as additional Facilities Division funding.

Reviewed by Council Committees:

Councilmember: Stearns **Staff:** Faber

Meeting Date: May 2, 2022 Item Number: CA.E

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5655 (Gaub)

Date:
April 26, 2022

Department:
Public Works

Attachments:
Resolution No. 5655
Exhibit A
Exhibit B
Vicinity Map

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

Administrative Recommendation:

City Council adopt Resolution No. 5655.

Background for Motion:

This Resolution will set June 21, 2022, as the date for the public hearing to consider the vacation of a portion of right-of-way on M Street NW and 29th Street NW which City staff has determined is no longer necessary to meet the needs of the City.

Background Summary:

The City of Auburn has determined that a portion of right-of-way of M Street NW, north of 15th Street NW and a portion of right-of-way of 29th Street NW, east of M Street NW (ROW Vacation Area) are no longer required to meet the needs of the City. In addition, the rights-of-way have been used for illegal parking, litter dumping and vandalism which the City is continually responsible for addressing. Therefore, a public hearing is requested to consider the vacation of said right-of-way.

On January 18, 2022, City Council adopted Ordinance No. 6847 that modified Chapter 10.28 of the Auburn City Code to restrict the proposed ROW Vacation Area to all vehicular and non-vehicular traffic except for the purpose of accessing utilities and properties by their owners and authorized guests in order to address illegal dumping issues. Subsequently, a locked gate was installed across M Street NW to limit access to the proposed ROW Vacation Area.

The proposed ROW Vacation Area of M Street NW became ROW when it was acquired by the State for the construction of SR-167 in 1969. This area was subsequently conveyed to the City of Auburn from the State through Governor's Deed in 1974. The north 30 feet of the proposed ROW Vacation area of 29th Street NW was dedicated as a public street by the Plat of Christopher Garden Tracts in 1919. The south 20 feet of the proposed ROW Vacation Area of 29th Street NW was acquired by King County as right-of-way sometime between 1889 and 1919.

City staff, utility providers, and abutting property owners who have an interest in this right-of-way have reviewed the proposed right-of-way vacation. Through this review, City staff has determined that the right-of-way is no longer necessary to meet the needs of the City and

could be vacated.

Resolution No. 5655, if adopted by City Council, sets the date of the public hearing for Right-of-Way Vacation No. VAC21-0003 for June 21, 2022.

Reviewed by Council Committees:

Councilmember:	Stearns	**Staff:**	Gaub
Meeting Date:	May 2, 2022	Item Number:	RES.A

RESOLUTION NO. 5655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER THE VACATION OF RIGHT-OF-WAY OF A PORTION OF M STREET NW, NORTH OF 15TH STREET NW, TOGETHER WITH A PORTION OF 29TH STREET NW, EAST OF M STREET NW, WITHIN THE CITY OF AUBURN, WASHINGTON.

WHEREAS, the City of Auburn, Washington, has determined through an evaluation of its needs for streets and right-of-way in the vicinity of a portion of M Street NW, north of 15th Street NW, and a portion of 29th Street NW, east of M Street NW, that said stretch of City right-of-way is no longer needed to meet the needs of the City and that a public hearing should be set to determine if said right-of-way may be vacated; and,

WHEREAS, Section 35.79.010 of the Revised Code of Washington, requires that the City set a public hearing on vacation by Resolution, with the date of the hearing being not more than sixty (60) days nor less than twenty (20) days after the date of passage of such Resolution.

WHEREAS, this Resolution is consistent with Auburn City Code 12.48.070 and calls for a public hearing to consider the proposed vacation.

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

Section 1. That a hearing on the vacation of right-of-way located within a portion of M Street NW, north of 15th Street NW, together with a portion of 29th Street NW, east of

M Street NW, located within the City of Auburn, Washington, legally described on Exhibit "A", a copy of which is attached, and as shown on the survey marked Exhibit "B", a copy of which is attached, is set for 7:00 p.m. on the 21st day of June, 2022, at the City Council Chambers at 25 West Main Street, Auburn, Washington, 98001, with all persons wishing to speak to the vacation at the public hearing being invited to attend.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation, including posting notice of such public hearing as required by State law and City Ordinance.

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

DATED and SIGNED this _____ day of _____, 2022.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

PUBLISHED: _____

EXHIBIT A
RIGHT OF WAY VACATION LEGAL DESCRIPTION
FRONTAGE ROAD (M STREET NW) AND
29TH STREET NW

THAT PORTION OF FRONTAGE ROAD, ALSO KNOWN AS 'M' STREET NORTHWEST, ADJOINING STATE HIGHWAY SR-167 ON THE EAST AS CONVEYED TO THE CITY OF AUBURN ACCORDING TO GOVERNOR'S DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 7402270280 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 1 AND IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF AUBURN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, CITY OF AUBURN SHORT PLAT NUMBER SPL0015-90 RECORDED UNDER KING COUNTY RECORDING NUMBER 9111040979, ALSO BEING A POINT ON THE EAST RIGHT OF WAY MARGIN OF SAID FRONTAGE ROAD; THENCE SOUTH 85°55'51" WEST A DISTANCE OF 60.00 FEET TO THE WEST RIGHT OF WAY MARGIN OF SAID FRONTAGE ROAD;

THENCE ALONG SAID WEST MARGIN NORTH 04°04'09" WEST A DISTANCE OF 556.46 FEET;

THENCE CONTINUING ALONG SAID WEST MARGIN PARALLEL WITH THE CENTERLINE OF STATE HIGHWAY SR-167 NORTH 01°21'28" EAST A DISTANCE OF 3027.77 FEET TO THE NORTH RIGHT OF WAY MARGIN OF SAID FRONTAGE ROAD ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF THE BONNEVILLE POWER ADMINISTRATION'S EXISITNG 262.5-FOOT WIDE COVINGTON-TACOMA TRANSMISSION LINE EASEMENT AS CONVEYED IN INSTRUMENTS RECORDED UNDER KING COUNTY RECORDING NUMBERS 3137078, 3246546 AND 549805 AND AS SHOWN IN THAT RECORD OF SURVEY RECORDED UNDER KING COUNTY RECORDING NUMBER 8007099001;

THENCE ALONG SAID NORTH MARGIN NORTH 61°06'12" EAST A DISTANCE OF 69.46 FEET TO THE EAST RIGHT OF WAY MARGIN OF SAID FRONTAGE ROAD;

THENCE ALONG SAID EAST MARGIN PARALLEL WITH THE CENTERLINE OF STATE HIGHWAY SR-167 SOUTH 01°21'28" WEST A DISTANCE OF 612.31 FEET;

THENCE CONTINUING ALONG SAID EAST MARGIN THE FOLLOWING 3 COURSES:
SOUTH 86°28'00" EAST A DISTANCE OF 41.52 FEET;
SOUTH 03°32'00" WEST A DISTANCE OF 90.00 FEET;
NORTH 86°28'00" WEST A DISTANCE OF 38.10 FEET;

THENCE CONTINUING ALONG SAID EAST MARGIN PARALLEL WITH THE CENTERLINE OF STATE HIGHWAY SR-167 SOUTH 01°21'28" WEST A DISTANCE OF 2357.55 FEET

THENCE CONTINUING ALONG SAID EAST MARGIN SOUTH 04°04'09" EAST A DISTANCE OF 553.61 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 219,516 SQUARE FEET (5.04 ACRES), MORE OR LESS

TOGETHER WITH

THAT PORTION OF 29TH STREET NORTHWEST, BEING A RIGHT OF WAY 50.00 FEET IN WIDTH, SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT D, CITY OF AUBURN SHORT PLAT NUMBER SP-2-79 RECORDED UNDER KING COUNTY RECORDING NUMBER 7902141432 ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY MARGIN OF 29TH STREET NORTHWEST BEING THE SOUTH LINE OF THE NORTH 20.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE ALONG SAID SOUTH MARGIN SOUTH 86^{o}28’00” EAST A DISTANCE OF 40.50 FEET;

THENCE NORTH 03^{o}32’00” EAST A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT OF WAY MARGIN OF 29TH STREET NORTHWEST ACCORDING TO THE PLAT OF CHRISTOPHER GARDEN TRACTS, VOLUME 23 OF PLATS, PAGE 6, RECORDS OF KING COUNTY;

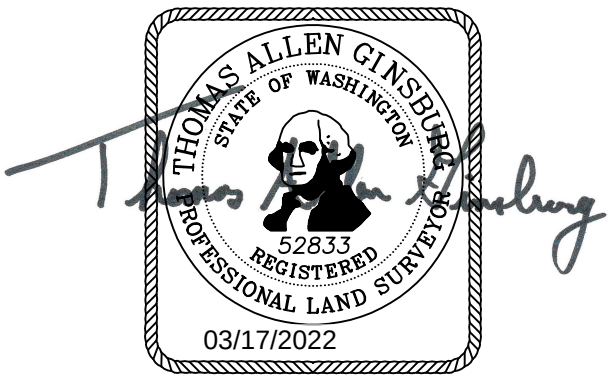
THENCE ALONG SAID NORTH MARGIN NORTH 86^{o}28’00” WEST A DISTANCE OF 709.43 FEET TO THE EAST RIGHT OF WAY MARGIN OF FRONTAGE ROAD ACCORDING TO GOVERNOR’S DEED RECORDED UNDER RECORDING NUMBER 7402270280;

THENCE ALONG SAID EAST MARGIN OF FRONTAGE ROAD SOUTH 03^{o}32’00” EAST A DISTANCE OF 50.00 FEET TO SAID SOUTH MARGIN OF 29TH STREET NORTHWEST;

THENCE ALONG SAID SOUTH MARGIN SOUTH 86^{o}28’00” EAST A DISTANCE OF 668.938 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 35,472 SQUARE FEET (0.81 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIPTIONS IS NORTH 01^{o}21’28” EAST BEING THE CALCULATED CENTERLINE OF SR-167 AS DETERMINED FROM ENGINEER’S STATION 598+60.63 TO STATION 651+24.39 ACCORDING TO WSDOT PLANS SR-167 MP 13.66 to MP 17.42 AUBURN 17TH ST. SW TO S. 285TH ST. SHEETS 7 AND 8 OF 14.



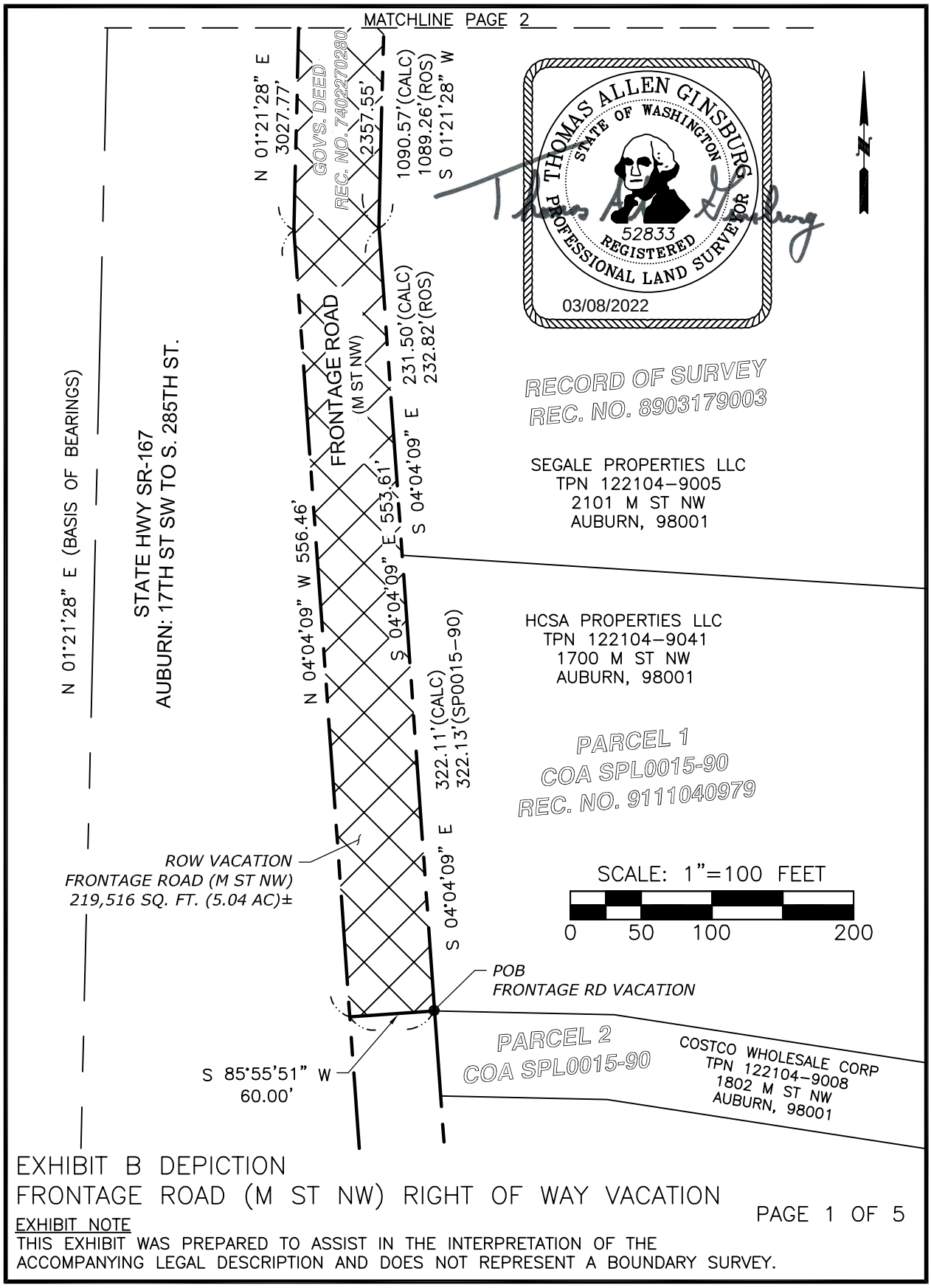


EXHIBIT B DEPICTION
FRONTAGE ROAD (M ST NW) RIGHT OF WAY VACATION

PAGE 1 OF 5

EXHIBIT NOTE

THIS EXHIBIT WAS PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION AND DOES NOT REPRESENT A BOUNDARY SURVEY.

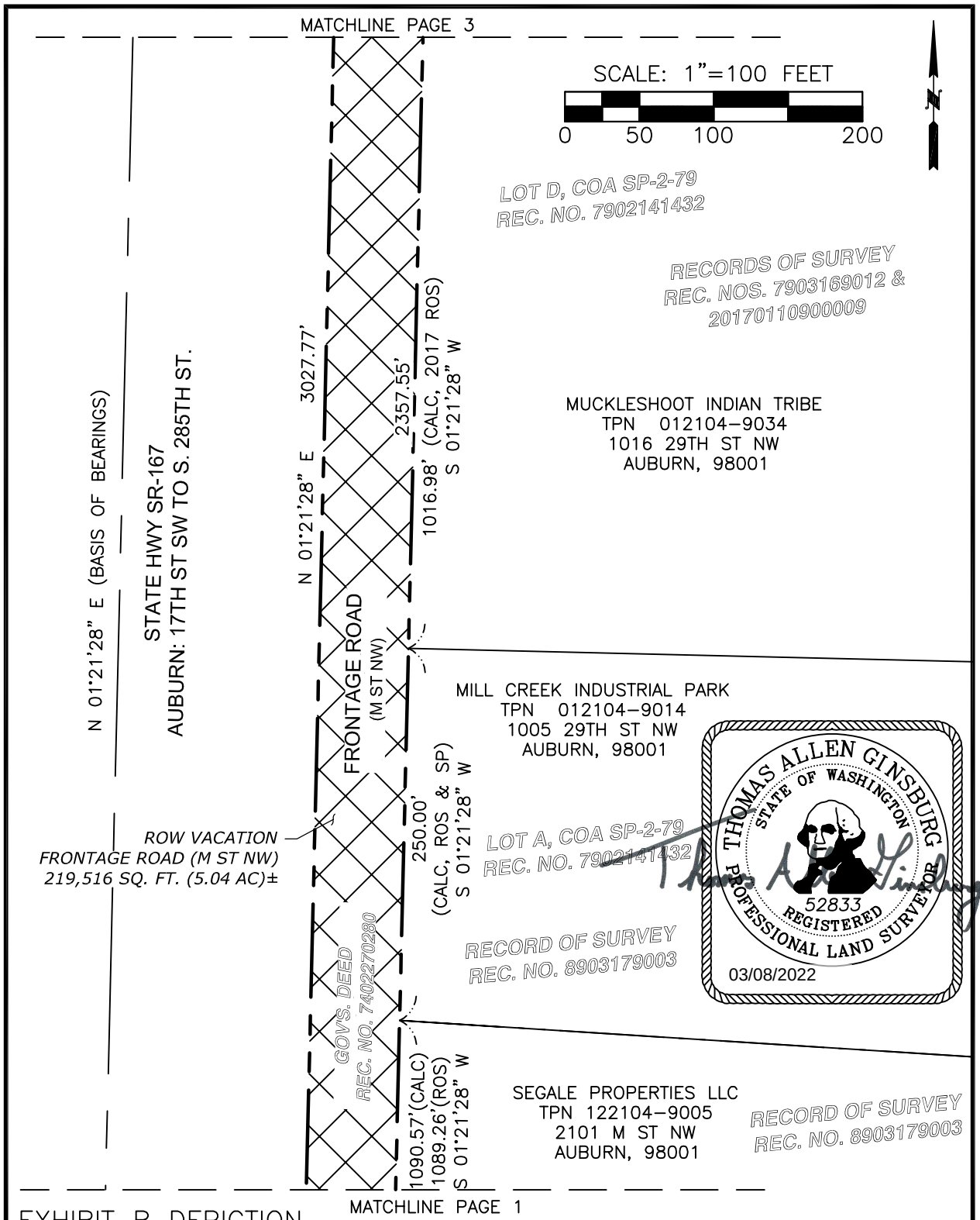


EXHIBIT B DEPICTION
FRONTAGE ROAD (M ST NW) RIGHT OF WAY VACATION

PAGE 2 OF 5

EXHIBIT NOTE
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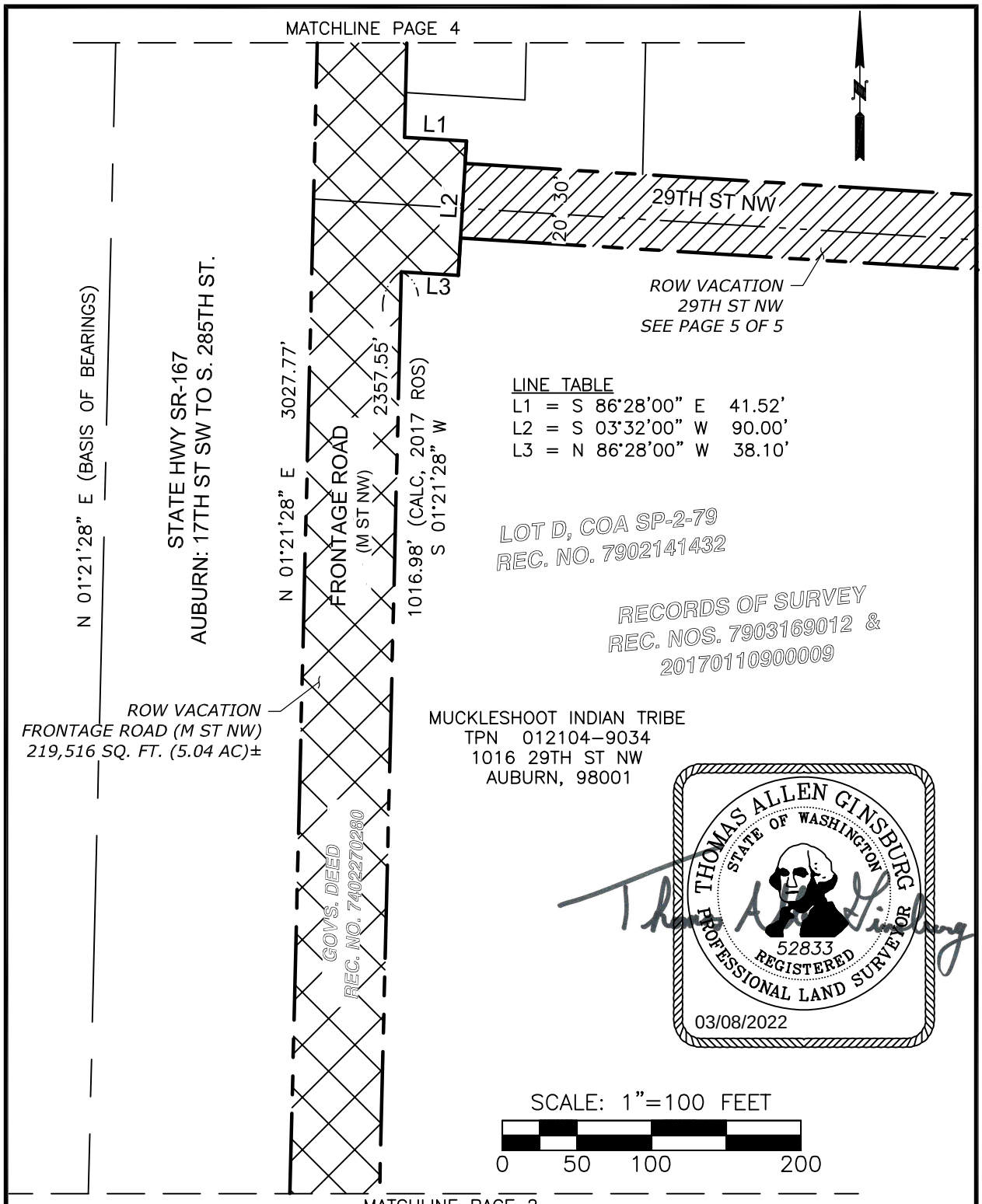

EXHIBIT B DEPICTION
FRONTAGE ROAD (M ST NW) RIGHT OF WAY VACATION

PAGE 3 OF 5

EXHIBIT NOTE
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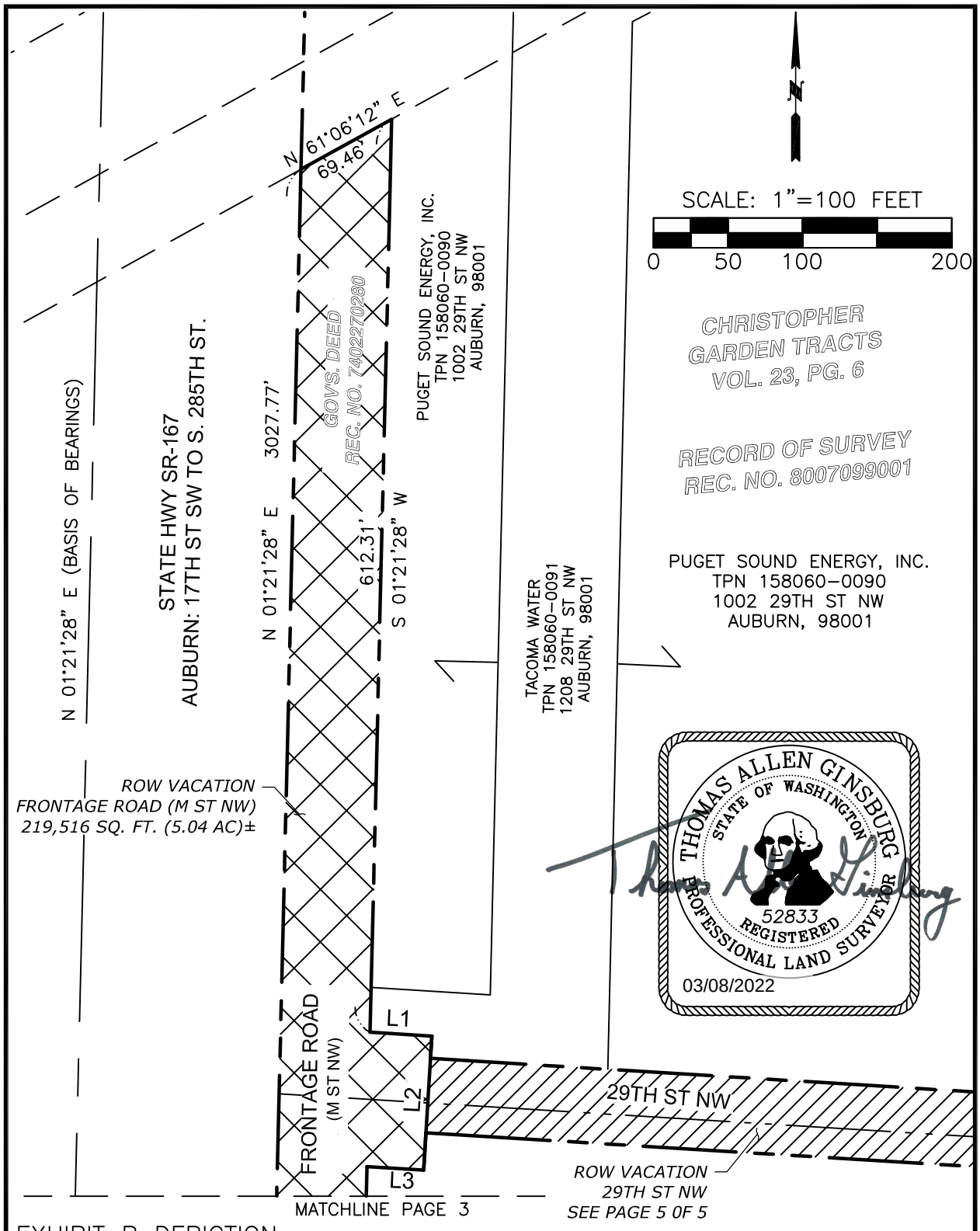


EXHIBIT B DEPICTION
FRONTAGE ROAD (M ST NW) RIGHT OF WAY VACATION

PAGE 4 OF 5

EXHIBIT NOTE

THIS EXHIBIT WAS PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION AND DOES NOT REPRESENT A BOUNDARY SURVEY.

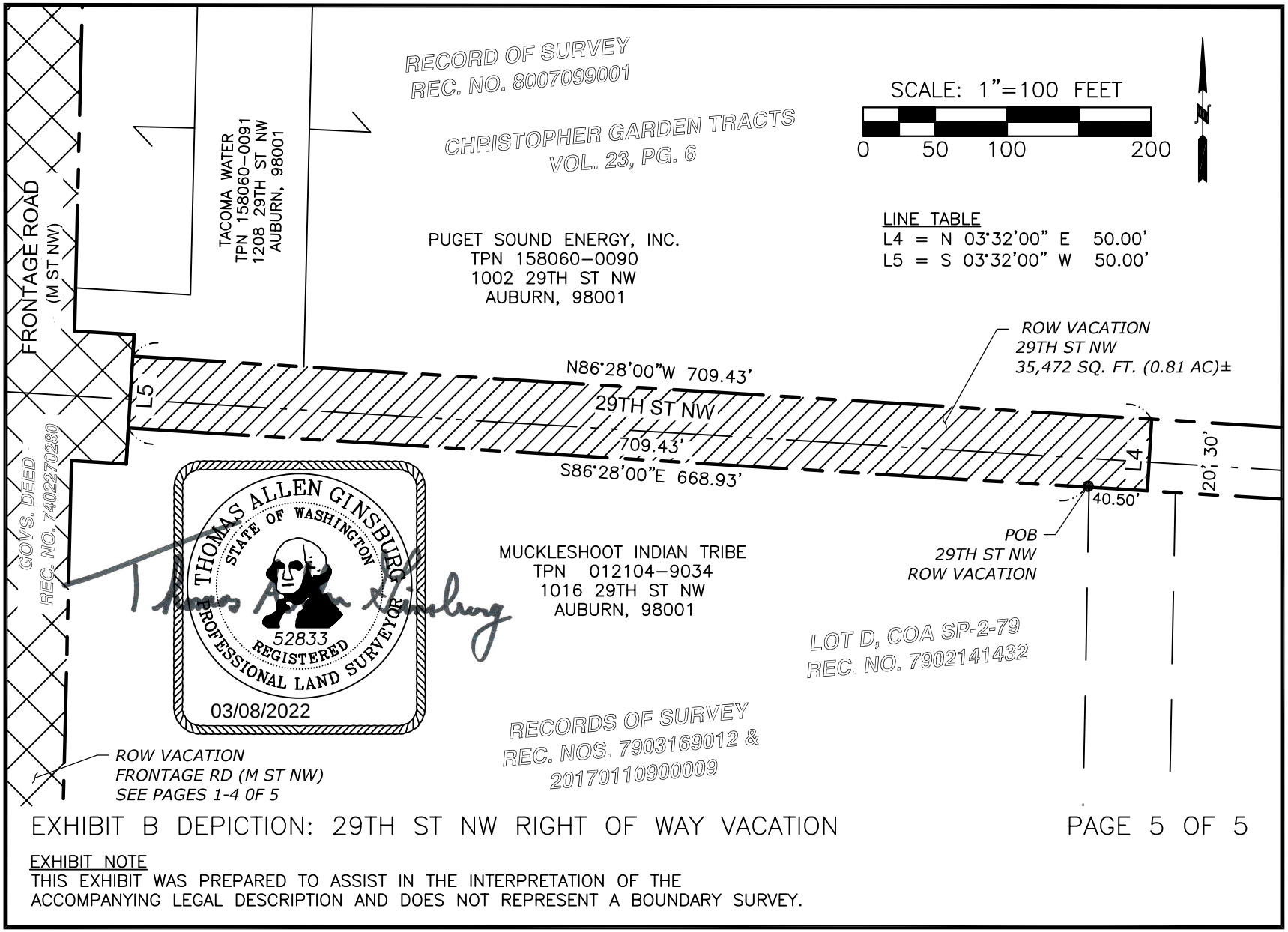


EXHIBIT B DEPICTION: 29TH ST NW RIGHT OF WAY VACATION

PAGE 5 OF 5

EXHIBIT NOTE

THIS EXHIBIT WAS PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION AND DOES NOT REPRESENT A BOUNDARY SURVEY.

VAC21-0003 - M St NW and 29th St NW Vicinity Map

Printed Date: 1/3/2022
Map Created by City of Auburn eGIS
Imagery Date: May 2015

666.7 0 333.33 666.7 Feet

1 in = 333.33 ft
1: 4,000

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5664 (Gaub)

Date:
April 26, 2022

Department:
Public Works

Attachments:
Resolution No. 5664
WSDOT Grant Agreement Template
Vicinity Map

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

Administrative Recommendation:

City Council adopt Resolution No. 5664

Background for Motion:

This resolution would authorize the submittal of two grant applications and, if awarded, acceptance of the funding to design and construct the Runway and Taxiway Improvements and Runway Safety Area project at the Auburn Airport.

Background Summary:

Resolution No. 5664 authorizes the City to apply for and accept Washington State Department of Transportation (WSDOT) grant funds for Project No. CP2213, Runway and Taxiway Improvements and Runway Safety Area. Staff plans to apply for one grant for the design phase of the project by May 13, 2022 and WSDOT requires City Council to adopt this resolution before the application is submitted. Staff also plans to apply for a second grant in the future for the construction phase. The grant funds are accepted using a standard WSDOT Grant Agreement form. The current template of the standard WSDOT form has been included for reference. If awarded the grants, at that time the form would be filled out with the information for each project and executed to accept the grant funds in substantial conformity with the attached form.

The project will rehabilitate the pavement on the runway and taxiway by performing a grind and overlay on the runway and a fog seal on the taxiway. The project will also upgrade the taxiway lighting to LED and update the lights on the side of the runway that provide guidance to pilots during their decent. Finally the project will extend the runway safety area at the south end of the runway by demolishing, regrading and refencing a small portion of the King County Park & Ride facility located at 101 15th St NE that was recently purchased by the City.

Survey and aerial imagery of existing facilities in and around the airport will also be done as part of the Airport Geographic Information System (AGIS) phase of the project. This data will be sent to the Federal Aviation Administration (FAA) so they can develop an improved Instrument Approach Procedure at the airport which allows pilots to utilize the airport in low visibility conditions.

The cost of the design phase is estimated to be up to $500,000 with up to $450,000

anticipated to come from an FAA grant which requires 10% matching funds. Of the $50,000 in matching funds required, $25,000 is anticipated to come from a future WSDOT grant and the remaining $25,000 from the 465 Airport fund. If the WSDOT grant application is unsuccessful all matching funds are anticipated to come from the 465 Airport fund.

The cost of the AGIS phase is estimated to be up to $75,000 with up to $67,500 anticipated to come from a future FAA grant which requires 10% matching funds. The $7,500 in required matching funds are anticipated to come from the 465 Airport fund.

The cost of the construction phase is estimated to be up to $4,000,000 with up to $3,600,000 anticipated to come from a future FAA grant which requires 10% matching funds. Of the $400,000 in matching funds required, $200,000 is anticipated to come from a future WSDOT grant and the remaining $200,000 from the 465 Airport fund. If the WSDOT grant application is unsuccessful all matching funds are anticipated to come from the 465 Airport fund.

The project is scheduled to be designed in 2022 and constructed in 2023. The AGIS survey is scheduled to be complete in 2022.

Reviewed by Council Committees:

Councilmember:	Stearns	**Staff:**	Gaub
Meeting Date:	May 2, 2022	Item Number:	RES.B

RESOLUTION NO. 5664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CITY TO APPLY FOR AND IF AWARDED, EXECUTE, AND ADMINISTER TWO GRANT AGREEMENTS BETWEEN THE CITY OF AUBURN AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATING TO PROJECT NO. CP2213, RUNWAY AND TAXIWAY IMPROVEMENTS AND RSA GRADING

WHEREAS, the completion of the Runway and Taxiway Improvements and Runway Safety Area (RSA) Grading project ("Project") at the Auburn Municipal Airport is a necessary part of responsible airport facility management and maintenance, and ensures the continued usability and safety of the runway and taxiways for aircraft use; and

WHEREAS, the Project is an integral part of the most recent Airport Master Plan, which was approved by the Federal Aviation Administration ("FAA") and the Washington State Department of Transportation ("WSDOT"); and

WHEREAS, the City has applied for one FAA grant and plans to apply for two more FAA grants of up to $4,117,500, or 90% of the total estimated cost of the Project, to be used for the design, Airport Geographic Information System ("AGIS") and construction phases of the Project; and

WHEREAS, an estimated $457,500 of matching funds are required to fully fund the Project; and

WHEREAS, the City of Auburn (the “City”) plans to apply to WSDOT for a grant of up to $25,000, or 5% of the total estimated design cost of the Project, to be used for the FAA grant matching funds for the design phase of the Project; and

WHEREAS, the City plans to apply to WSDOT for a grant of up to $200,000, or 5% of the total estimated construction cost of the Project, to be used for the FAA grant matching funds for the construction phase of the Project; and

WHEREAS, the City has available, and is willing to provide, up to $232,500 in the 465 Airport Fund as the matching funds. Alternatively, the City has available, and is willing to provide, up to $457,500 in the 465 Airport Fund as matching funds if the requested WSDOT grant funds are not awarded; and

WHEREAS, the Washington State Department of Transportation requires a resolution from the City Council authorizing the submittal of the grant applications, stating the required matching funds are available, and expressing support of the grant applications prior to applying for the WSDOT grants; and

WHEREAS, it is in the best interest of the City to use WSDOT grant monies to finance capital improvements to the Auburn Municipal Airport.

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

Section 1. The Auburn City Council expresses its support for two WSDOT grant applications for the design and construction phases of the Project and authorizes the City's expenditure of up $232,500 as its matching funds needed to complete the Project or any other amount as long as matching funds are available and the Project is within the City's adopted budget. Alternatively, the Auburn City Council authorizes the City's expenditure of up $457,500 if the requested WSDOT grant funds are not awarded.

Section 2. The Mayor or designee is authorized to apply for two WSDOT grants for the design and construction phases of the Project and the Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution including executing and administering the grant agreements between the City and WSDOT for a total of $225,000 or any other amount authorized by WSDOT for the Project as long as matching funds are available and the Project is within the Cities adopted budget.

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

Section 4. That this Resolution shall take effect and be in full force upon passage and signatures.

Dated and Signed this _____ day of _____, 2022.

CITY OF AUBURN

_____

NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

Washington State Department of Transportation

Grant Agreement Washington Airport Aid Program	Public Entity and Address
Airport Name	
Maximum State Grant Obligatic $	

THIS AGREEMENT, made and entered into this _____ day of _____ , _____ , between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the “STATE”) and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the _____ Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number **Detailed Breakdown By Items**

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be _____.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least $ _____ to match the State's participation in said project.
2. Carry out and complete the project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.

5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.

6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:

   1. Public Entity project commencement date.

   2. Public Entity report project completion date and request final inspection.

   3. State will make final inspection and sign-off project as completed.

   4. State will arrange for audit of account in accordance with regularly scheduled audit program.

B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:

   1. Report project commencement date.

   2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.

   3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.

   4. Public Entity will make report of completion of project and request final inspection.

   5. State will make final inspection and sign-off as completed.

   6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

A. The withholding of any future airport aid, and/or

B. The return of grant funds awarded as an action for specific performance, and/or

C. Enforcement of the commitment made by the applicant.

The Public Entity's acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity's acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

By: _____
Director, Aviation Division

The _____ does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, _____.

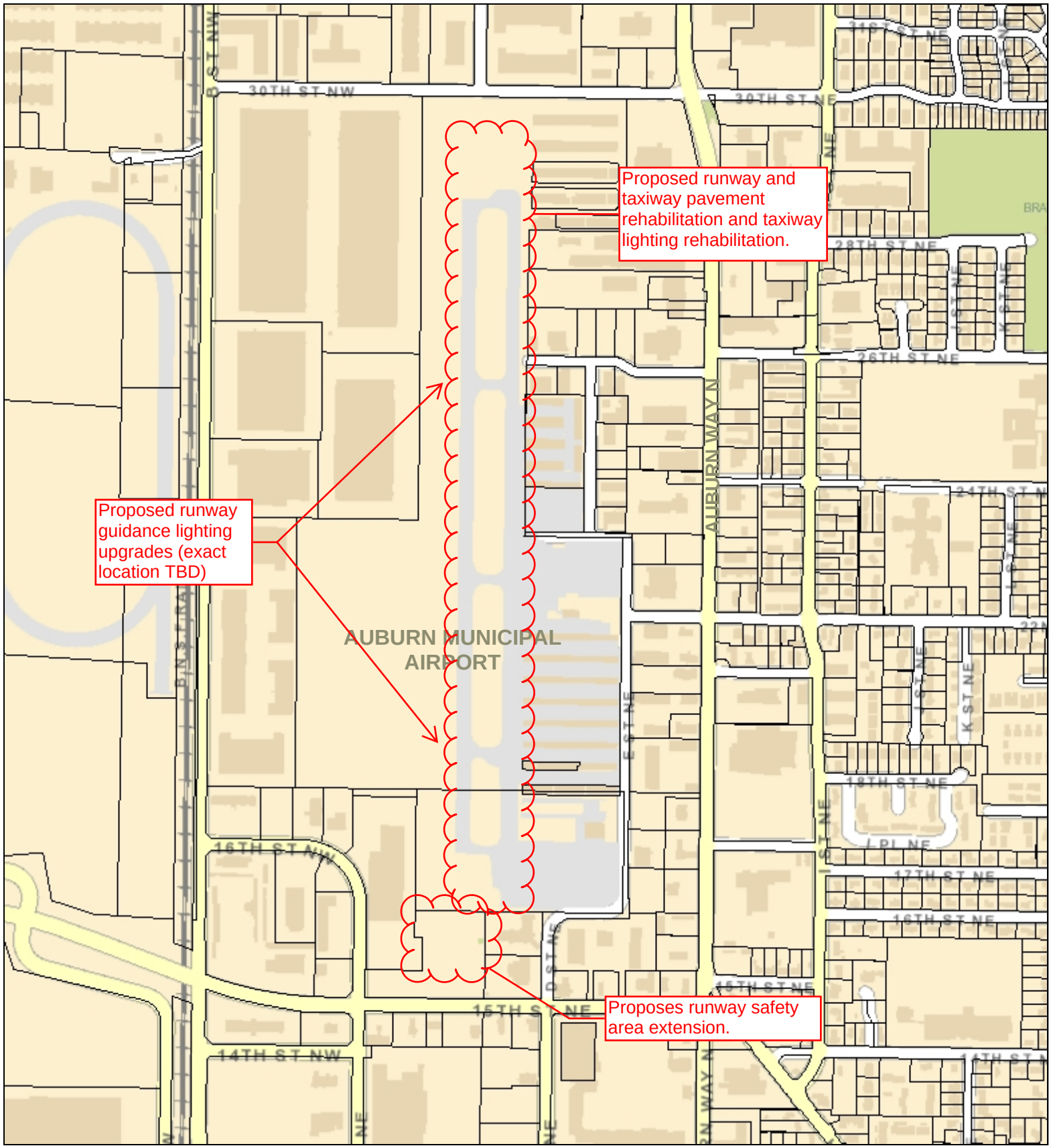
Name of Public Entity: _____

By: _____

Title: _____

Vicinity Map

Printed Date: 9/30/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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