

	City Council Meeting February 20, 2018 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

- A. Board and Commission Reappointments

Transportation Advisory Board

City Council to confirm the following reappointment to the Transportation Advisory Board for a three year term expiring December 31, 2020:

Pamela Gunderson

(Recommended Action: City Council to confirm the appointment to the Transportation Advisory Board.)

Civil Service Commission

City Council to confirm the following reappointment to the Civil Service Commission for a six year term to expire December 31, 2022:

Heidi Harris

(Recommended Action: City Council to confirm the appointment to the Civil Service Commission.)

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

- A. Public Hearings

- 1. Public Hearing for Franchise Agreement No. 12-41
(Gaub)

City Council to conduct a public hearing to receive public comments and suggestions with regard to the proposed Franchise Agreement No. 12-41

- 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 February 5, 2018 Regular Council Meeting
- B. Claims Vouchers (Coleman)
Voucher Numbers 447607 through 447801 in the amount of \$3,867,330.10 and one wire transfer in the amount of \$404,640.95 and dated February 20, 2018.
- C. Payroll Vouchers (Coleman)
Check numbers 537769 through 537792 in the amount of \$221,260.67, electronic deposit transmissions in the amount of \$1,929,057.83 for a grand total of \$2,150,318.50 for the period covering February 1, 2018 to February 14, 2018
- D. Legislative Services Contracts with W2A and Thompson Consulting Group (Hinman)
- E. Public Works Project No. CP1507 (Gaub)
City Council approve Final Pay Estimate No. 7 to Contract No. 17-02 in the amount of \$48,445.92 and accept construction of Project No. CP1507, Auburn Way North Preservation.
- F. Public Works Project No. CP1605 (Faber)
City Council to award of Contract No. 18-04, to the lowest responsible bidder for Project No. CP1605 – Les Gove Park Crescent Project

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

- A. Ordinance No. 6677 (Tate)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 18.02.070, 18.35.020, 18.35.030, 18.35.040, of the Auburn City Code and the City Zoning Map, creating a New Open Space Zoning District

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6677.)

- B. Ordinance No. 6678 (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, establishing the Local Sales and Use Tax rate for Local Revitalization Financing for 2018

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6678.)

XI. RESOLUTIONS

A. Resolution No. 5340 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the vacation of real property intended for right-of-way purposes located at 1412 3rd Street SE, within the City of Auburn, Washington

(RECOMMENDED ACTION: City Council adopt Resolution No. 5340.)

B. Resolution No. 5345 (Faber)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate and execute a contract with Peter Reiquam to design, fabricate, and install a public art piece into the design of Les Gove Park in conformity with the iconic Public Artwork for Les Gove Park art process

(RECOMMENDED ACTION: City Council adopt Resolution No. 5345.)

C. Resolution No. 5347 (Faber)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement for relinquishment and quitclaim of easement rights, including a Use Agreement with King County for a portion of Brannan Park, all related to Brannan Park

(RECOMMENDED ACTION: City Council adopt Resolution No. 5347.)

XII. MAYOR AND COUNCILMEMBER REPORTS

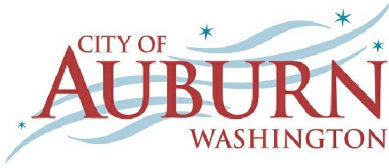
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

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.aubumwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Board and Commission Reappointments

Date:

February 13, 2018

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:****Background Summary:**

During a recent audit of all boards and commissions, it was discovered that a reappointment to the Civil Service Commission was missed for a member still actively serving and this is being processed for the records to be accurate.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: February 20, 2018

Staff:

Item Number:



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Franchise Agreement No. 12-41 (Gaub)

Date:

January 24, 2018

Department:

CD & PW

Attachments:

[Draft Ordinance No. 6670](#)

[Ordinance No. 6452](#)

Budget Impact:**Administrative Recommendation:**

Administrative Recommendation: City Council to hold a public hearing in consideration of renewal of Franchise Agreement No. 12-41.

Background Summary:

Per Auburn City Code Chapter 20.06.140 a public hearing shall be held to consider the renewal and amendment of Franchise Agreement No. 12-41 for Zayo Group, Inc. to continue to operate within the City's rights-of-way a telecommunications system. The date of the public hearing was set by Resolution No. 5339 on January 16, 2018.

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

Gaub

Meeting Date: February 20, 2018

Item Number:

PH.1

ORDINANCE NO. 6 6 7 0

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE RENEWAL AND AMENDMENT OF ORDINANCE NO. 6452 FOR ZAYO GROUP, LLC, FRANCHISE AGREEMENT NO. 12-41 FOR A TELECOMMUNICATIONS SYSTEM

WHEREAS, on April 1, 2012, the City Council adopted Ordinance No. 6452, granting a telecommunications franchise to Zayo Group, LLC; and,

WHEREAS, Zayo Group LLC wishes to renew said Franchise Agreement for an additional five year term; and

WHEREAS, following proper notice, the City Council held a public hearing on Zayo Group, LLC's request for renewal of Ordinance No. 6452, at which time representatives of Zayo Group, LLC and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, based upon the foregoing recital clauses and from 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 and its inhabitants that the renewal of Ordinance No. 6452 be granted to Zayo Group, LLC.

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

Section 1. The City approves Zayo Group, LLC's application for renewal for one five-year period as provided for in Section 3 of Ordinance No. 6452, a copy of which is attached hereto, marked as Exhibit A, under the conditions set forth in this Ordinance. Such five-year renewal period shall commence on the effective date of this Ordinance.

Section 2. Section 2, Paragraph A. of Ordinance No. 6452 regarding Grantee contact information is hereby amended as follows;

Grantee:

Zayo Group, LLC
Attn. General Counsel, ZFTI
~~400 Centennial Parkway, Suite 200~~
1805 29th Street, Suite 2050
~~Louisville, CO 80027~~
Boulder, CO 80301

Section 3. Zayo Group, LLC shall, within thirty (30) days after the effective date of this Ordinance, file with the City, a fully executed Statement of Acceptance of this Ordinance, which written acceptance shall be Exhibit B, attached hereto and incorporated herein by this this reference.

Section 4. This Ordinance shall supersede Ordinance No. 6452 to the extent that it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of Ordinance No. 6452. All other provisions of Ordinance No. 6452 shall remain unchanged and in full force and effect.

Section 5. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 6. 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 7. 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.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

Zayo Group, LLC., for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise Agreement, Ordinance No. 6452, attached hereto and incorporated herein by this reference as amended by Ordinance No. 6670.

Zayo Group LLC
1805 29th St SE, Suite 250
Boulder, CO 80301

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
MY COMMISSION EXPIRES: _____

ORDINANCE NO. 6452

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, GRANTING TO
ZAYO GROUP, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, A FRANCHISE FOR A
TELECOMMUNICATIONS SYSTEM**

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

WHEREAS, following proper notice, the City Council held a public hearing on March 18, 2013, on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from 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 and its inhabitants that the franchise be granted to Grantee,

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A," attached hereto and incorporated by reference (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B," attached hereto and incorporated by reference, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee 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, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee 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 right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area 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 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

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

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

Grantee:

Zayo Group, LLC
Attn. General Counsel, ZFTI
400 Centennial Parkway, Suite 200
Louisville, CO 80027

B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, from the date of execution specified in Section 5.

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

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

Section 4. Definitions

For the purpose of this agreement:

"ACC" means the Auburn City Code.

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

"Maintenance or Maintain" shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

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

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

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "D," and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, "Franchise Acceptance"). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

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

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee

Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

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

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

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

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee 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 a land clearing permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City Construction Manager in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

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

Section 9. Location Preference

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

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

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested of the City Engineering Aide to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee 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, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City Right-of-Way

Manager informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public recordsact, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

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

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

Section 12. Abandonment and or Removal of Grantee Facilities

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

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

Section 13. Undergrounding

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

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

Section 14. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence of the City.

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

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

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

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

Section 15. Insurance

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

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

2. Commercial General Liability insurance with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations

endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

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

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

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

Section 16. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, 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 hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

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

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance; Provided, that prior consent for an assignment to Grantee's affiliates may be granted administratively.

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

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall 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 prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall 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 shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

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

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

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall 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. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall 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 hereafter enacted, amended, or adopted 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 upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

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

Section 21. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it

under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles

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

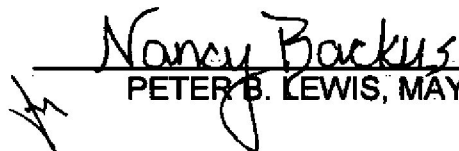
Section 25. Implementation.

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

Section 26. 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.

INTRODUCED: APR - 1 2013
PASSED: APR - 1 2013
APPROVED: APR - 1 2013



PETER B. LEWIS, MAYOR

ATTEST:


Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Feld, City Attorney

Published: April 4, 2013 in the *Seattle Times*

Franchise Agreement No 12-41 Zayo Group LLC

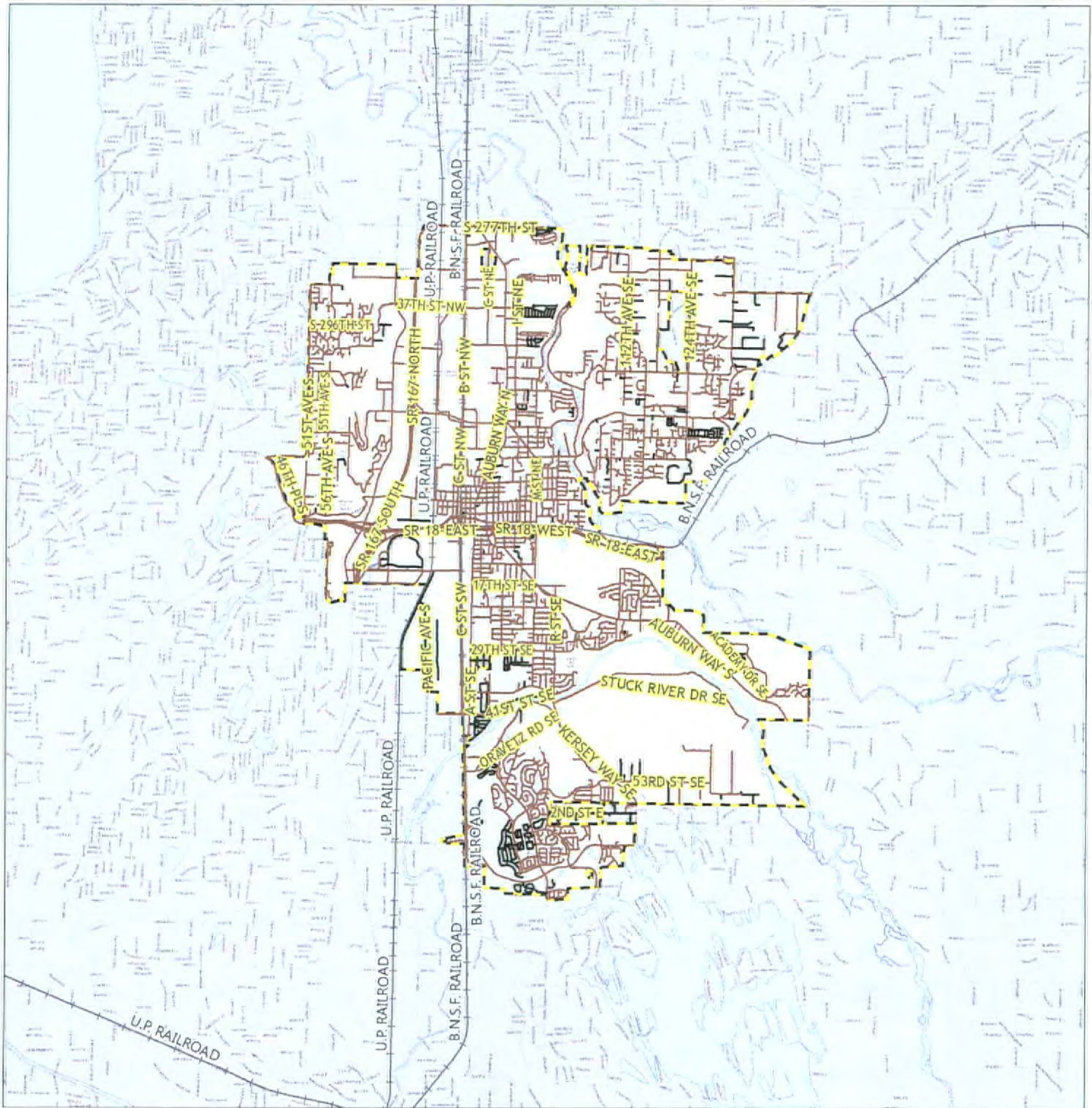


Exhibit "A" Franchise Area City Limits

Printed Date: 1/29/2013

Map Created by City of Auburn eGIS

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



Exhibit "B"

Grantee Facilities

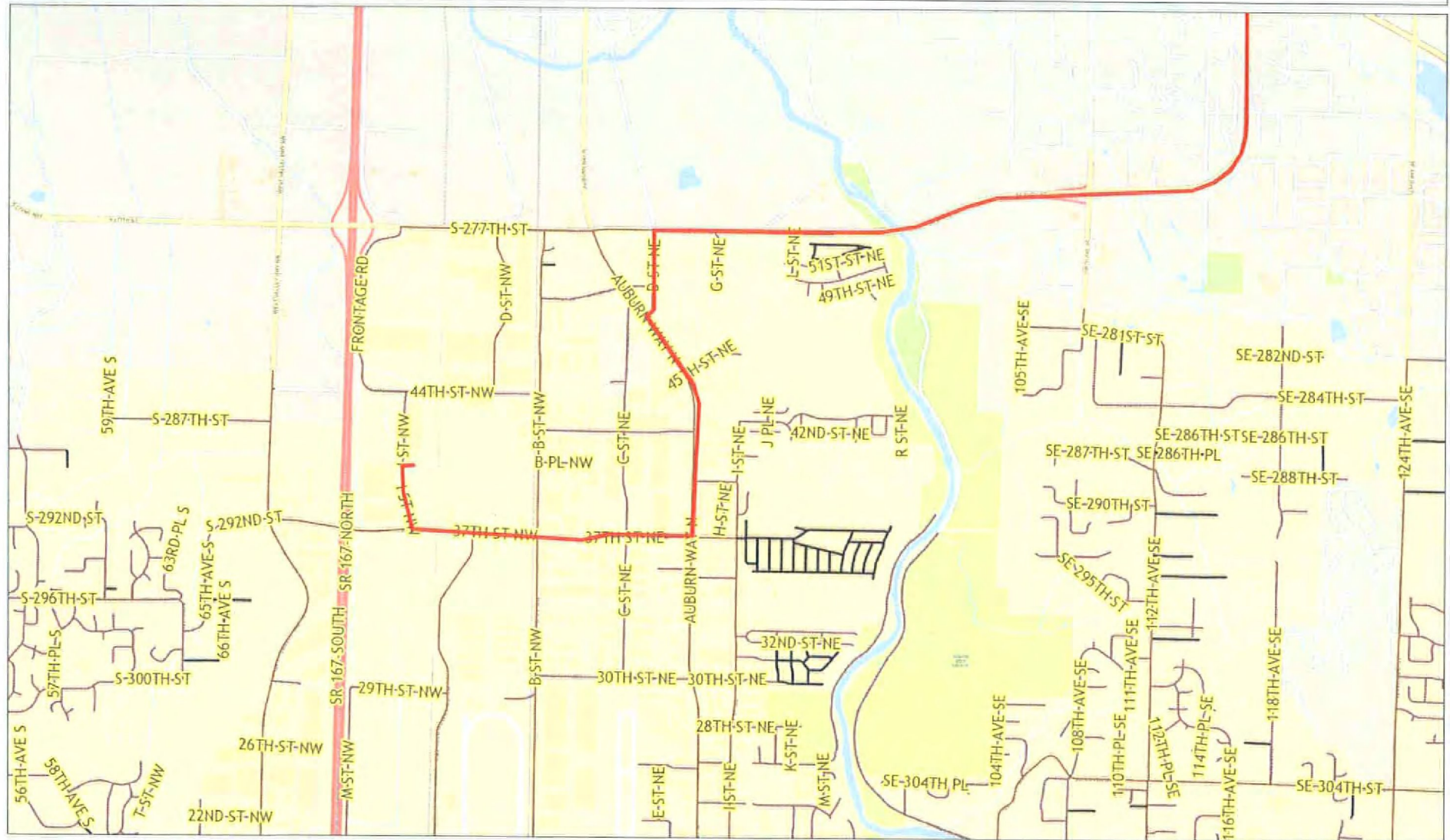
Underground and overhead fiber optic cable consisting of individual fiber optic strands.

Exhibit "C"

Grantee Services

Zayo is a provider of bandwidth infrastructure solutions, offering traditional lit telecommunications services (including private lines and wavelengths, Internet access and co-location) to wholesale and enterprise customers over a fiber-optic network in metropolitan markets from coast-to-coast. Wholesale carrier customers include telecom, wireless, cable, LEC and Internet service providers. Enterprise customers include web-centric and technology businesses, government entities, educational institutions, financial services companies, healthcare providers and smaller firms needing to connect multiple facilities. Zayo does not provide any residential, voice, cable or video service.

Zayo Group Proposed Initial Buildout



Proposed initial buildout alignment. Final alignment and location to be determined during engineering review of required construction permits.

Printed Date: 1/29/2013
Map Created by City of Auburn eGIS

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



EXHIBIT "D"

STATEMENT OF ACCEPTANCE

Zayo Group, 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.

[Grantee]

By: [Signature]
Name: Greg Friedman
Title: CEO-ZFTI, Zayo Group, LLC

Date: 4/11/13

STATE OF Colorado)
)ss.
COUNTY OF Boulder)

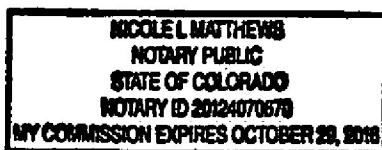
On this 11th day of April, 2013, before me the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn, personally appeared, Greg Friedman of Zayo Group, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free 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.

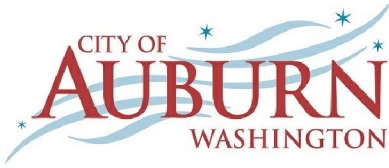
[Signature]
Signature

NOTARY PUBLIC in and for the State of
Colorado, residing at Boulder County

MY COMMISSION EXPIRES: 10/29/14



Ordinance No. 6452
Franchise Agreement No. 12-41
DATE 01/29/2013



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 5, 2018 Regular Council Meeting

Department:

Administration

Attachments:

[Minutes](#)

Date:

February 14, 2018

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

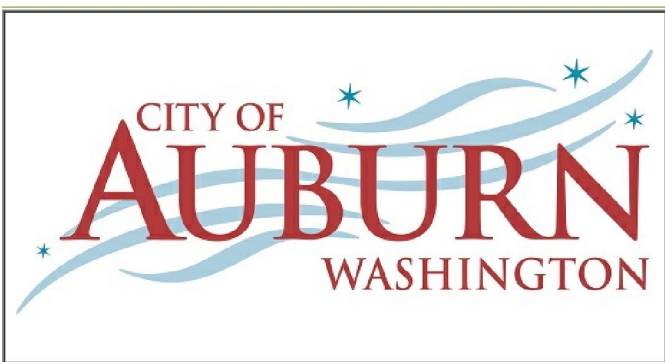
Revised Budget: \$0

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

Meeting Date: February 20, 2018

Staff:

Item Number: CA.A

	City Council Meeting February 5, 2018 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

City Councilmembers present: Deputy Mayor Bob Baggett, Larry Brown, Claude DaCorsi (via telephone), John Holman, Bill Peloza, Yolanda Trout-Manuel, and Largo Wales. (Councilmember DaCorsi left the Council meeting at 8:48 p.m. and immediately prior to Council Reports.)

Mayor Nancy Backus was in attendance, and the following department directors and staff members were present: City Attorney Daniel B. Heid, Parks, Arts and Recreation Director Daryl Faber, Finance Director Shelley Coleman, Police Commander Dan O'Neil, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Services Jeff Tate, Director of Administration Dana Hinman, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Goodwill Ambassador Proclamation

Mayor Backus to proclaim the designation of Whitney Van Vleet, Miss Auburn 2018, and Olivia Thomas, Miss Auburn's Outstanding Teen 2018, as "Goodwill Ambassadors for the City of Auburn".

Mayor Backus read and presented a proclamation designating Miss Auburn 2018 Whitney Van Vleet and Miss Auburn's 2018 Outstanding Teen Olivia Thomas as Goodwill Ambassadors for the City of Auburn. Both young women spoke about their platforms and thanked their sponsors for their support. They also thanked Mayor Backus and the City Council for their support.

III. APPOINTMENTS

A. Auburn Arts Commission

City Council to confirm the appointments of the following to the Auburn Arts Commission for a new three year term to expire December 31, 2020:

- Anne Baunach
- Eydie Leighty
- Sirichanh Sisavatdy

Deputy Mayor Baggett moved and Councilmember Holman seconded to confirm the appointment of Anne Baunach, Eydie Leighty, and Sirichanh Sisavatdy to the Arts Commission.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Tourism Board

City Council to confirm the appointment of Carina Saucedo to the Auburn Tourism Board for a new three year term to expire December 31, 2020.

Councilmember Brown moved and Councilmember Pelozo seconded to confirm the appointment of Carina Saucedo to the Tourism Board.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings - (No public hearing is scheduled for this evening.)

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.

Bill Boyer, 1032 U St NW, Auburn

Mr. Boyer lives in the Jornada neighborhood situated above the Auburn Police firing range. He expressed concern about the amount of noise from the range. Mr. Boyer stated that residents of the neighborhood expressed their concerns about the amount of noise from the firing range at a neighborhood meeting. Mr. Boyer urged the Council to approve a budget proposal for noise mitigation at the firing range.

Jason Berry, 1620 Perimeter Road SW, Auburn

Mr. Berry spoke on behalf of the Auburn Human Services Committee. He acknowledged several members of the Committee in the audience this evening. He spoke in support of Resolution No. 5348. He thanked Mayor Backus and the City Council for the opportunity to serve the City on the Human Services Committee.

Bob Zimmerman, 33029 46th Place South, Auburn

Mr. Zimmerman shared his concerns regarding a concrete wall on his neighbor's property. Mr. Zimmerman contends the wall was built without footing or foundation and is unsafe. Mr. Zimmerman stated the wall does not meet minimum seismic standards.

Rollyn Kidd, 210 13th Street SE, Auburn

Mr. Kidd expressed concern with perpetual yard sales in the city. He urged the Council to limit the number of yard sales and control signage for the yard sales.

C. Correspondence

1. Correspondence from Mike Carr received January 15, 2018

Mayor Backus acknowledged correspondence received from Mike Carr on January 15, 2018.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Brown reported on behalf of the Finance ad hoc committee. Councilmember Brown reported he and Councilmember Holman reviewed claims vouchers in the approximate amount of \$1.6 million and seven wire transfers in the amount of approximately \$760,000.00 and payroll checks in the approximate amount of \$517,000.00 and electronic deposits in the approximate amount of \$1.9 million. Councilmember Brown reported all payments were in order, and the committee recommends approval of claims and payroll vouchers.

Councilmember DaCorsi reported the Street Projects ad hoc committee will meet on February 14th.

Deputy Mayor Baggett reported the ad hoc committee to determine the seating of the Council at the dais attempted to meet.

Deputy Mayor Baggett moved to suspend the Council rules for requiring an ad hoc committee to determine the Council seating at the dais and allow the Council as a whole determine the seating. Councilmember Holman seconded.

Deputy Mayor Baggett advised the ad hoc committee discovered that dialogue had occurred with other members of the Council that could have created a violation of the Open Public Meetings Act.

City Attorney Heid spoke regarding a "serial" meeting. A serial meeting is conducted through a series of communications by individual members or

less-than-a-quorum groups, ultimately involving a majority of the Councilmembers.

MOTION CARRIED UNANIMOUSLY. 7-0

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 January 16, 2018 Regular Council Meeting

B. Claims Vouchers

Voucher 447410 through 447606 in the amount of \$1,580,798.00 and 7 wire transfers in the amount of \$760,560.58 dated February 5th, 2018.

C. Payroll Vouchers

Payroll check numbers 537748 through 537768 in the amount of \$516,608.44, electronic deposit transmissions in the amount of \$1,928,306.84 for a grand total of \$2,444,915.28 for the period covering January 11, 2018 to January 31, 2018.

D. Public Works Project No. CP1710

City Council approve Final Pay Estimate No. 5 to Contract No. 17-17 in the amount of \$7,622.23 and accept construction of Project No. CP1710 Citywide Sidewalk Repair and Improvement

Councilmember Pelozo moved and Councilmember Holman seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. **UNFINISHED BUSINESS**

A. Council Seating at Dais

Councilmember Holman moved to accept the current seating arrangement. Deputy Mayor Baggett seconded,

Councilmember Wales objected to the motion and asked to be seated near the Deputy Mayor.

Councilmember Trout-Manuel spoke in favor of Councilmember Wales' request.

Councilmember Pelozo suggested the seating arrangement right after the election of Deputy Mayor.

MOTION TO ACCEPT THE CURRENT SEATING ARRANGEMENT FAILED. 3-4 Councilmembers DaCorsi, Pelozo, Trout-Manuel and Wales voted no.

Councilmember Wales moved and Councilmember Pelozza seconded to return to the previous seating arrangement following election of the current Deputy Mayor.

Councilmember Holman requested clarification of the motion.

Councilmember Wales described the seating arrangements from right to left as viewed from the audience: Councilmember Pelozza, Councilmember Trout-Manuel, Councilmember Wales, Deputy Mayor Baggett, Councilmember Holman, Councilmember Brown, and Councilmember DaCorsi.

MOTION CARRIED. 5-2 Deputy Mayor Baggett and Councilmember Holman voted no.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6673

An Ordinance of the City Council of the City of Auburn, Washington, rezoning one parcel, 7500 square feet in size, from R-7 Residential to DUC Downtown Urban Center, to implement the Comprehensive Plan and amending the City's Comprehensive Zoning Map

Councilmember Holman moved and Councilmember Pelozza seconded to adopt Ordinance No. 6673.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6676

An Ordinance of the City Council of the City of Auburn, Washington, amending Section 2.36.030 of the City Code relating to number of members for the Auburn Human Services Committee

Councilmember Trout-Manuel moved and Councilmember Holman seconded to adopt Ordinance 6676.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

A. Resolution No. 5341

A Resolution of the City Council of the City of Auburn, Washington, acknowledging clarifying revisions and reformatting of the 2015 Comprehensive Plan and reaffirming the previous adoption of that plan as revised

Deputy Mayor Baggett moved and Councilmember Pelosa seconded to adopt Resolution No. 5341.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5348

A Resolution of the City Council of the City of Auburn, Washington, accepting and approving the funding priority recommendations from the Human Services Committee

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5348.

Human Services Manager Joy Scott provided a staff presentation with the use of a PowerPoint.

On January 22, 2018, staff presented information on the current funding priorities for human services General Fund funding and future funding priorities. Manager Scott stated the function of the funds is to build a system of support that meets a range of community needs and support a variety of programs to serve the needs of Auburn residents. The January 22, 2018, Council study session and Human Services Special Focus area was the beginning of discussion to develop a set of revised recommended priorities. The five priorities in Resolution No. 5348 represent a process that included input from the Council study session on January 22nd, from City of Auburn staff, and from the Human Services Committee members.

The five priorities include:

1. Services that address basic and emergency needs, including food, shelter health and dental care.
2. Programs that prevent homelessness and support housing stability
3. Job training and educational programs that provide economic opportunity for Auburn residents
4. Programs that promote the well-being and safety of individuals and families in the community
5. Programs that support positive relationships with families, neighborhoods, and communities

Manager Scott recommended any large funding shifts should be data driven to ensure effective outcomes rather than assumptions about what the community needs. Manager Scott stated staff recommends adoption of Resolution No. 5348 as presented in the agenda packet, which includes the funding priorities recommended by the Human Services Committee.

Manager Scott explained the proposed revised resolution would make the

following programs ineligible for human services funding: early childhood education, family support for survivors of sexual assault, job training, and other education programs.

Councilmember Wales moved to amend Resolution No. 5348 per the revised resolution distributed prior to the meeting and dated February 1, 2018. Councilmember Trout-Manuel seconded.

Councilmember Wales stated she served on the Human Services Committee in 1998 and the Committee worked from the same priorities. Since that time, services are available through the veterans levy, the Affordable Care Act for medical services, mandated special education services from birth to 22 years of age, the McCleary decision, summer lunch programs, summer school for free, the Auburn Foundation, Auburn Communities and Schools, PTA's, and Best Starts for Kids. Councilmember Wales stated the City needs to get away from duplication of services. Councilmember Wales stated the Health and Human Services Special Focus Area proposed areas where no care is provided: homelessness prevention and housing stability, food access, and healthcare.

Mayor Backus explained the Council sets the policy/priorities. The Human Services Committee reviews all applications for funding and identifies those agencies eligible for funding based on the established priorities. The Human Services Committee forwards its recommendations for funding to the City Council for final approval.

Councilmember Trout-Manuel stated the three priorities outlined in the revised resolution were submitted to the previous human services manager and more recently to Human Services Manager Scott.

In response to a question from Councilmember Holman, Human Services Manager Scott stated the staff recommendation is to adopt the original version of the resolution, which is included in the agenda packet. Manager Scott expressed concern about gaps in services that could exist if the priorities are narrowed to the focus areas outlined in the revised version of the resolution.

In response to a question from Councilmember Wales, Human Services Manager Scott stated duplication of services is always a valid concern. Manager Scott stated part of what the funding does for the community is to ensure programs, such as early childhood education, family support programs, programs for survivors of sexual assault, job training programs, education programs for adults and youth in the community, counseling and support groups, are available to Auburn residents. She stated that while such programs exist generally in the county, they may not be available or easily accessible to Auburn residents without Auburn funding.

In response to a question from Councilmember Trout-Manuel regarding duplication of services from the Human Services Committee's priorities 4

and 5, Human Services Manager Scott stated the school system may provide similar services to those families with school age children but those without school age children would not be eligible for services except through the City's human services programs.

Councilmember Holman suggested adopting the Human Services Committee recommendation for funding priorities.

Councilmember Wales stated the priorities established tonight will be used for funding priorities for the next two years.

Councilmember DaCorsi stated funding priorities must be measurable. Human Services Manager Scott stated the majority of cities in the county use broader language that speaks to categories of programs. In their funding application, the service provider outlines projected outcomes and metrics they are responsible for reporting on. The Human Services Committee reviews the applications to ensure the applicant's proposed outcomes are measurable and realistic.

Councilmember Brown stated he served on the Seattle-King County Workforce Development Board where he reviewed grant requests. Councilmember Brown asked if the application process provides measurables and quantifies outcomes. Human Services Manager Scott responded in the affirmative. Additionally, staff monitor agencies on a regular basis to ensure they are meeting the outcomes included in their applications.

Councilmember Pelozo suggested combining the provisions of the two resolutions.

Councilmember Pelozo moved to amend the Resolution to add Section 1 from the January 31, 2018 resolution and the three bullet points in the revised Resolution as a new Section 2 with a lead in statement of "The City Council further identifies the following to clarify the funding priorities in Section 1, above:" Councilmember Holman seconded.

MOTION TO AMEND CARRIED UNANIMOUSLY. 7-0

MOTION TO AMEND CARRIED UNANIMOUSLY. 7-0

MOTION AS AMENDED CARRIED UNANIMOUSLY. 7-0

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 Baggett reported on his attendance at the fifth anniversary celebration for the Auburn Valley Humane Society. As a member of Medic

One Emergency Medical Service Levy Task Force for King County, Deputy Mayor Baggett attended their first finance subcommittee meeting to plan strategies and rate structures for the 2020 levy.

Councilmember Brown reported on his attendance at the Association of Washington Cities' Cities Day in Olympia along with Deputy Mayor Baggett and Councilmember Pelozo. Councilmember Brown also reported on his attendance at the Sound Cities Association newly-elected Councilmembers orientation workshop.

Councilmember Pelozo reported on his attendance at the King County Water Pollution Abatement Advisory Committee meeting. Councilmember Pelozo also reported on his attendance at the Water Resource Inventory Area (WRIA) 9 Management Committee meeting. Councilmember Pelozo reminded the Council and the audience the Auburn International Farmers Market will temporarily move to Les Gove Park this summer. Councilmember Pelozo also reminded of the availability of the National League of Cities prescription discount program, which began in 2009 and has saved Auburn citizens more than \$184,000.00 over the last eight years.

B. From the Mayor

Mayor Backus reported on the following meetings, activities and events: a tour of the Boeing Job Readiness Center along with Deputy Mayor Baggett and Councilmembers Brown and Pelozo; the funeral service for Pierce County Deputy McCartney where the Auburn Police Department Honor Guard participated and Auburn Police Department motorcycle officers provided escort; the Miss Auburn Scholarship Program; a meeting of One Table with King County Executive Dow Constantine and Seattle Mayor Jenny Durkin; a meeting with King County Prosecutor Satterberg to discuss the Law Enforcement Assisted Diversion (LEAD) Program; the quarterly meeting with the Master Builders Association; a Regional Transportation System Initiative meeting; a ribbon cutting ceremony for LA Fitness, and the River Mobile Home Park "PJ" Party.

XIII. ADJOURNMENT

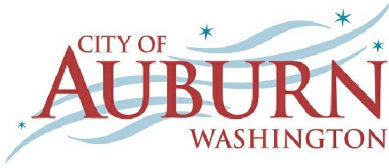
There being no further business to come before the Council, the meeting adjourned at 9:08 p.m.

APPROVED this _____ day of _____, 2018.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Coleman)

Date:

February 13, 2018

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claims Vouchers

Background Summary:

Voucher Numbers 447607 through 447801 in the amount of \$3,867,330.10 and one wire transfer in the amount of \$404,640.95 and dated February 20, 2018.

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

Coleman

Meeting Date: February 20, 2018

Item Number:

CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Coleman)

Date:

February 13, 2018

Department:**Attachments:**

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

approve payroll vouchers

Background Summary:

Check numbers 537769 through 537792 in the amount of \$221,260.67, electronic deposit transmissions in the amount of \$1,929,057.83 for a grand total of \$2,150,318.50 for the period covering February 1, 2018 to February 14, 2018

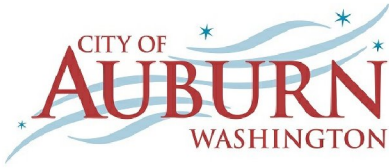
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: February 20, 2018

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Legislative Services Contracts with W2A and Thompson Consulting Group (Hinman)

Date:

February 14, 2018

Department:

Administration

Attachments:

[2017 Annual Report](#)

[2018 Thompson Consulting Group](#)

[2018 W2A Contract](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

Meeting Date: February 20, 2018

Staff:

Item Number: CA.D



MEMORANDUM

TO: Mayor Nancy Backus
FR: W2A & Thompson Consulting Group
DT: January 25, 2018 (*updated February 5, 2018*)
RE: 2017 Annual Report

Below is a review of the activities of your external affairs team on behalf of the City of Auburn in 2017. Each firm, W2A and the Thompson Consulting Group, brings a unique set of skills, background and relationships that together help to advance the goals of the City of Auburn with local and regional stakeholders and at the state and federal levels.

In Olympia and in Washington, DC, the external affairs team has been heavily involved in advocating for Auburn's priorities. We value our partnership with the City and look forward to continuing our work with you.

Agenda Development & Advocacy

In partnership with City leadership and staff, the external affairs team developed and worked to advance the City's priorities as laid out in the state and federal agendas. Our team tracked, provided analysis, and advocated for policy and funding actions to support the work of the City. This included advocating for investments in important community development, homelessness, veterans and public safety programs; support for revenue stability; and funding for critical local and regional infrastructure projects.

In Olympia, the 2017 session extended through July. The Capital Budget was not completed until early this year but brought substantial amounts of funding to projects such as the YMCA and for Nexus Youth and Families. The City of Auburn should also expect funding for the critical modular home project. As in years past, the team continues to steadfastly work on Streamlined Sales Tax Mitigation to ensure the State of Washington properly makes up the monetary loss associated with the switch to the new taxing program. The team will continue to work to protect revenue sharing to ensure that Auburn receives its fair share of tax revenues to continue to provide vital services to every citizen.

In Washington, DC, work on both FY17 and FY18 spending was characterized by multiple continuing resolutions (CR) in the absence of the normal appropriations process. Congress passed an FY17 omnibus spending bill in April 2017 that largely held funding level at FY16 levels. Final spending levels for FY18 are still under negotiation. The FY17 omnibus and the subsequent FY18 CRs have held funding for many important programs level. Congress will need to reach a deal to raise the Budget Control Act's spending caps before passing FY18 spending. We will continue to monitor funding levels through the CR and omnibus processes for City priorities.

State/Federal Engagement & Coordination

On behalf of the City, the external affairs team conducted ongoing outreach to both state legislators and the federal delegation. Your team is in ongoing contact with legislators and the federal delegation to share updates on the City and its priorities. The external team also coordinated meetings for City elected officials and staff in both Olympia and Washington, DC. Our work included the development of briefing materials, outreach to congressional and state staff in advance of the meetings, scheduling arrangements, assistance during the trips, and all necessary follow up.

On Call Issues Management/Strategic & Policy Advice

The external affairs team was on call to provide analysis, advice and advocacy as state and federal issues arose over the course of the year. The W2A-Thompson team also provided strategic counsel on regional issues, including Sound Transit, behavioral health, homelessness, affordable housing, the opioid crisis, veteran's affairs, and economic development amongst others. We will continue to provide strategic advice, counsel, and outreach as needed to help move the City's objectives forward.

Some of the major advocacy issues and their impacts are listed below:

State Advocacy

Issue	Impact
Public Records*	Legislature passed HB 1595 which amends the PRA to <i>allow cities to charge a small fee for providing copies of electronic records</i> , creates the ability to deny overwhelming computer generated "bot" requests, prohibits overly-broad requests for all records, and creates a way to apply a service charge to exceptionally complex requests.
Fire Insurance Premium Tax veto	\$75,000
Streamlined Sales Tax Mitigation*	EHB 2163 phases out Streamlined Sales Tax (SST) mitigation for cities and counties by October 1, 2019. Potential negative impact in millions of tax dollars after 2019. <i>Currently advocating for alternative funding mitigation.</i>
2017 Capital Budget Advocacy	
Auburn Valley YMCA	\$763,000
Nexus Youth And Families*	\$500,000
Valley Cities Modular Home Project*	\$1.5M
White River Valley Museum*	\$497,308
Drinking Water State Revolving fund loan	\$1,353,400

*Auburn 2017 priority

Federal Advocacy

Community Development Block Grants (CDBG)*	\$500,000
Community Oriented Policing Services (COPS) Hiring Grants	\$750,000
Protection of Municipal Bonds*	<i>Results in large cost savings when funding infrastructure projects.</i> Local governments save an average of twenty five to thirty percent on interest costs with tax-exempt municipal bonds as compared to taxable bonds.

*Auburn 2017 priority

**CITY OF AUBURN AGREEMENT
FOR PROFESSIONAL/CONSULTING SERVICES**

THIS AGREEMENT made and entered into on this _____ day of _____, 2018, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "City" and Thompson Consulting Group, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City is engaged in or readying itself to be engaged in various municipal functions, tasks and projects; and,

WHEREAS, it is in the City's best interests to have available the services of qualified consultants who will be able to assist the City on projects related to federal appropriations; and,

WHEREAS, the City desires to retain the Consultant to provide such services; and,

WHEREAS, the Consultant is qualified and able to provide such consulting services in connection with the City's needs, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

The Consultant agrees to perform in a good and professional manner tasks related to efforts involving the City of Auburn, State of Washington, in addition to any other local, state, or federal entities as deemed necessary by the City of Auburn, including:

- a. Engaging in communication with appropriate representatives of various agencies and entities who would be involved in such efforts, and
- b. Providing legislative analysis and advocacy, and
- c. Advising and consulting with the City regarding approaches and strategies on how to promote opportunities advantageous to the City, and
- d. Engaging in such other related tasks as are assigned by the City.

2. Independent Contractor.
The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.
3. Performance of Additional Services Prior to Execution of an Addendum. The parties hereby agree that situations may arise in which services other than those described in Section 1 above are desired by the City and the time period for the completion of such services makes the execution of addendum impractical prior to the commencement of the Consultant's performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an addendum, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 7 of this Agreement.
4. Consultant's Representations.
The Consultant hereby represents and warrants that he has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.
5. City's Responsibilities.
The City shall do the following in a timely manner so as not to delay the services of the Consultant:
 - a. Designate in writing a person to act as the City's representative with respect to the services. In advance of any such designation, the Mayor of the City of Auburn shall serve in such designated capacity. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
 - b. Examine and evaluate any and all studies, reports, memoranda, plans, and other documents prepared by the Consultant in furtherance of the scope of services hereof, and render decisions regarding such documents in a timely manner to prevent delay of the services.
6. Acceptable Standards.
The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.

7. Compensation.
As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant a monthly fee of Eleven Thousand Dollars (\$11,000.00) during the term hereof. The City shall also pay the Consultant's reasonable travel expenses incurred in connection with work done in furtherance of the scope of services hereof. The Consultant shall submit to the City a monthly invoice or billing statement, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Consultant thereafter in the normal course.
8. Term of Agreement.
The Term of this Agreement shall commence on the date hereof or on the 1st day of January, 2018, and shall terminate on the 31st day of December, 2018, unless otherwise agreed to in writing by the parties.
9. Ownership and Use of Documents.
All documents, reports, memoranda, and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.
10. Records Inspection and Audit.
All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.
11. Continuation of Performance.
In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.
12. Administration of Agreement.
This Agreement shall be administered by Kate Babbo, on behalf of the Consultant, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Auburn
Auburn City Hall
25 West Main Street
Auburn, WA 98001-4998
(253) 931-3000
Fax (253) 288-3132
mhursh@auburnwa.gov

Consultant
Thompson Consulting Group
P.O. Box 2192
Tacoma, WA 98401
(253) 879-1250
Fax (253) 879-1251
Kateb@thompsoncg.com

13. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

14. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in anyone occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any

reason of or arising out of the negligent act or omission of the Consultant, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Assignment.

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

17. Amendment, Modification or Waiver.

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

Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

18. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if the services provided for herein are no longer needed from the Consultant.

If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided herein.

19. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit

any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

20. Costs to Prevailing Party.

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

21. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in of the county in Washington State in which the property or project is located, and if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

22. Captions, Headings and Titles.

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

23. Severable Provisions.

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

24. Entire Agreement.

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

25. Counterparts.

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

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

CITY OF AUBURN

Thompson Consulting Group

By: Nancy Backus, Mayor

By: Kate Babbo, Consultant

Attest:

Danielle E. Daskam City Clerk

Approved as to form:



Daniel B. Heid, City Attorney

**CITY OF AUBURN AGREEMENT
FOR PROFESSIONAL/CONSULTING SERVICES**

THIS AGREEMENT made and entered into on this _____ day of _____, 2018, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "City" and Washington² Advocates, LLC, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City is engaged in or readying itself to be engaged in various municipal functions, tasks and projects; and,

WHEREAS, it is in the City's best interests to have available the services of qualified consultants who will be able to assist the City on projects related to federal appropriations; and,

WHEREAS, the City desires to retain the Consultant to provide such services; and,

WHEREAS, the Consultant is qualified and able to provide such consulting services in connection with the City's needs, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

The Consultant agrees to perform in a good and professional manner tasks related to projects involving the City of Auburn also involving federal funding, including:

- a. Engaging in communication with appropriate representatives of various agencies and entities who would be involved in such projects, and
- b. Advising and consulting with the City regarding approaches and strategies on how to promote projects advantageous to the City, and
- c. Engaging in such other related tasks as are assigned by the City.

2. Independent Contractor.

The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

3. Performance of Additional Services Prior to Execution of an Addendum. The parties hereby agree that situations may arise in which services other than those described in Section 1 above are desired by the City and the time period for the completion of such services makes the execution of addendum impractical prior to the commencement of the Consultant's performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an addendum, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 7 of this Agreement.
4. Consultant's Representations.
The Consultant hereby represents and warrants that he has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.
5. City's Responsibilities.
The City shall do the following in a timely manner so as not to delay the services of the Consultant:
 - a. Designate in writing a person to act as the City's representative with respect to the services. In advance of any such designation, the Mayor of the City of Auburn shall serve in such designated capacity. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
 - b. Examine and evaluate any and all studies, reports, memoranda, plans, and other documents prepared by the Consultant in furtherance of the scope of services hereof, and render decisions regarding such documents in a timely manner to prevent delay of the services.
6. Acceptable Standards.
The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.
7. Compensation.
As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant a monthly fee of Eleven Thousand Dollars (\$11,000.00) during the term hereof. The City shall also pay the Consultant's reasonable travel expenses incurred in connection with work done in furtherance of the scope of services hereof. The Consultant shall submit to the City a monthly invoice or billing statement, and the City shall process the invoice or statement in the next

billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Consultant thereafter in the normal course.

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9. Ownership and Use of Documents.

All documents, reports, memoranda, and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

10. Records Inspection and Audit.

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

11. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

12. Administration of Agreement.

This Agreement shall be administered by Nina Collier, on behalf of the Consultant, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Auburn

Auburn City Hall
25 West Main Street
Auburn, WA 98001-4998
(253) 931-3000,
Fax (253) 288-3132
mhursh@auburnwa.gov

Consultant

Washington² Advocates, LLC
P. O. Box 1462
Bellevue, WA 98004
(425) 467-6900,
Fax (425) 467-1037
nina.collier@Washington2advocates.com

13. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

14. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in anyone occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Consultant, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Assignment.

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

17. Amendment, Modification or Waiver.

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

Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

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If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided herein.

19. Parties in Interest.

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

20. Costs to Prevailing Party.

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

21. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in of the county in Washington State in which the property or project is located, and if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

22. Captions, Headings and Titles.

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

23. Severable Provisions.

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

24. Entire Agreement.

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

25. Counterparts.

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

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

CITY OF AUBURN

WASHINGTON² ADVOCATES, LLC

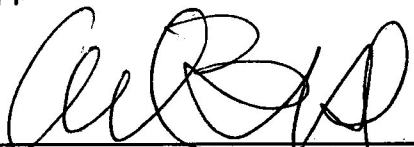
By: Nancy Backus, Mayor

By: Nina Collier, Partner

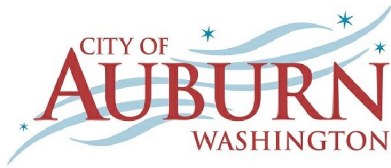
Attest:

Danielle E. Daskam City Clerk

Approved as to form:



Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1507 (Gaub)

Date:

February 12, 2018

Department:

CD & PW

Attachments:

[CP1507 Final Payment](#)

[CP1507 Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:**Administrative Recommendation:**

City Council approve Final Pay Estimate No. 7 to Contract No. 17-02 in the amount of \$48,445.92 and accept construction of Project No. CP1507, Auburn Way North Preservation.

Background Summary:

The Auburn Way North Preservation Project (22nd Street NE to 45th Street NE) included grinding and overlaying the asphalt pavement, replacement of curb/gutter and concrete flatwork, construction of storm drain pipe and structures, removal and replacement of fire hydrant assemblies, installation of a new traffic signal at 37th Street NE, modifications to existing traffic and pedestrian signals, channelization, installation of induction loops, traffic control, right-of-way restoration, and signage.

A project budget contingency of \$6,237.00 remains in the 462 Storm Fund.

A project budget contingency of \$3,505.00 remains in the 460 Water Fund.

A project budget contingency of \$4,575.00 remains in the 461 Sewer Fund.

A project budget contingency of \$112,638.00 remains in the 105 Traffic Fund.

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

Gaub

Meeting Date: February 20, 2018

Item Number:

CA.E



Construction Contract Final Payment No. 17-02/#7

Project Name: Auburn Way North Grind And Overlay
Project
Date: 1/19/18

Project Number: CP1507

Contract # 17-02
Status: Approved
Pay Period: 12.21.2017 - 01.20.2018
Retainage Option: Federal - No Retainage

To Contractor:
Tucci & Sons, Inc.

Cost Summary

Original Contract Value (A):	\$1,589,151.16
Contract Change Orders (B):	\$137,460.20
Liquidated Damages:	(\$2,952.47)

Current Contract Value (A+B):	\$1,723,658.89
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Amount Earned to Date (C):	\$1,669,806.82
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Amount Previously Invoiced Including Retainage (D):	\$1,621,360.89
---	----------------

Amount Earned this Period Including Retainage (C-D):	\$48,445.92
---	--------------------

Previous Retainage Amount Held (E):	\$ 0.00
-------------------------------------	---------

Current Period Retainage Amount (F):	\$ 0.00
--------------------------------------	---------

Total Retainage Held (E+F):	\$ 0.00
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Progress Payment Amount Less Retainage (C-D-F) :	\$48,445.92
---	--------------------

Total Contract Amount Spent Percentage	96.84 %
--	---------

By signing below, the Contractor agrees and affirms to the following: "I have 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 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."

Contractor:

Inspector:

Project Manager:

City Engineer:

By: Don Nelson

By: Mike for Josh

By: Kevin Thompson

By: _____

Signed: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: _____

Date: 2/12/18

Date: 2/13/2018

Date: 2/13/18

Date: _____

17-02/#7

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
001	A	Record Drawing (Minimum bid \$1,500.00)	LS	\$1,500.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$1,500.00	100
002	A	SPCC Plan	LS	\$ 250.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 250.00	100
003	A	Utility Potholing	EA	\$ 150.00	18.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 150.00	5.56
004	A	Mobilization	LS	\$80,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$80,000.00	100
005	A	Construction Site Sign(s)	EA	\$ 300.00	2.00	0.0000	\$ 0.00	\$ 0.00	2.0000	\$ 600.00	100
006	A	Traffic Control Supervisor	LS	\$65,800.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$65,800.00	100
007	A	Traffic Control Labor - Flagging (Min. Bid \$38.00 per hour)	HR	\$ 51.25	3,325.00	0.0000	\$ 0.00	\$ 0.00	3231.5000	\$165,614.39	97.19
008	A	Construction Signs Class A	SF	\$ 20.00	100.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
009	A	Sequential Arrow Sign	Day	\$ 27.00	75.00	0.0000	\$ 0.00	\$ 0.00	100.0000	\$2,700.00	133.33
010	A	Portable Changeable Message Sign	Day	\$ 89.00	105.00	0.0000	\$ 0.00	\$ 0.00	110.0000	\$9,790.00	104.76
011	A	Outside Agency Uniformed Police Flagging Labor	EST	\$ 1.00	29,500.00	0.0000	\$ 0.00	\$ 0.00	42246.7199	\$42,246.72	143.21
012	A	Clearing and Grubbing	LS	\$2,800.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$2,800.00	100
013	A	Roadside Cleanup	LS	\$3,100.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$3,100.00	100
014	A	Removal of Structures and Obstructions	LS	\$16,600.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$16,600.00	100
015	A	Removal of Concrete or Asphalt Pavement	SY	\$ 116.00	20.00	0.0000	\$ 0.00	\$ 0.00	79.7000	\$9,245.20	398.50
016	A	Removal of Cement Concrete Flat Work	SY	\$ 20.50	792.00	0.0000	\$ 0.00	\$ 0.00	755.3956	\$15,485.61	95.38
017	A	Removal of Industrial or Commercial Driveway	SY	\$ 19.50	238.00	0.0000	\$ 0.00	\$ 0.00	215.6000	\$4,204.20	90.59
018	A	Removal of Curb and Gutter	LF	\$ 8.70	1,605.00	0.0000	\$ 0.00	\$ 0.00	1434.5000	\$12,480.15	89.38
019	A	Remove Raised Pavement Markings	LS	\$ 550.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 550.00	100
020	A	Shoring and Extra Excavation Class B	SF	\$ 0.50	200.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
021	A	Crushed Surfacing Top Course	TON	\$ 91.00	85.00	0.0000	\$ 0.00	\$ 0.00	130.7900	\$11,901.89	153.87
022	A	Crushed Surfacing Base Course	TON	\$ 91.00	18.00	0.0000	\$ 0.00	\$ 0.00	14.4800	\$1,317.68	80.44
023	A	HMA Cl. 1/2-inch PG 64-22 (Class B)	TON	\$ 68.30	6,214.00	0.0000	\$ 0.00	\$ 0.00	5739.7200	\$392,022.88	92.37
024	A	HMA Cl. 1-inch PG 64-22 (Class E)	TON	\$ 125.00	30.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
025	A	Asphalt Cold Patch	TON	\$ 187.00	30.00	0.0000	\$ 0.00	\$ 0.00	43.8200	\$8,194.34	146.07
026	A	Commercial HMA	TON	\$156.00	20.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0

Period Dates
Begin: 12.21.2017
End: 01.20.2018
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17-02/#7

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
027	A	Planing Bituminous Pavement	SY	\$ 3.30	50,294.00	0.0000	\$ 0.00	\$ 0.00	49442.0000	\$163,158.60	98.31
028	A	Reinforced Concrete Storm Sewer Pipe, Cl. IV 12 inch Diam.	LF	\$ 100.00	12.00	0.0000	\$ 0.00	\$ 0.00	5.0000	\$ 500.00	41.67
029	A	Storm Sewer Television Inspection	LF	\$ 20.00	12.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
030	A	Catch Basin Type 1	EA	\$2,200.00	3.00	0.0000	\$ 0.00	\$ 0.00	3.0000	\$6,600.00	100
031	A	Catch Basin Type 2, 48-inch Diam.	EA	\$5,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
032	A	Adjust Manhole	EA	\$ 655.00	9.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
033	A	Adjust Catch Basin	EA	\$ 150.00	31.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
034	A	Pipe Foundation Material	TON	\$ 52.00	2.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
035	A	Select Pipe Trench Backfill	TON	\$ 42.00	10.00	0.0000	\$ 0.00	\$ 0.00	15.2400	\$ 640.08	152.40
036	A	Adjust Existing Valve Box	EA	\$530.00	56.00	0.0000	\$ 0.00	\$ 0.00	66.0000	\$34,980.00	117.86
037	A	Temporary Water Pollution/Erosion Control	EST	\$ 1.00	5,000.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
038	A	TESC Plan	LS	\$ 250.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 250.00	100
039	A	Inlet Protection	EA	\$ 65.00	72.00	0.0000	\$ 0.00	\$ 0.00	64.0000	\$4,160.00	88.89
040	A	Miscellaneous Roadside Restoration	EST	\$ 1.00	7,000.00	13454.1900	\$13,454.19	\$ 0.00	38089.4100	\$38,089.41	544.13
041	A	Cement Concrete Traffic Curb and Gutter	LF	\$ 29.00	1,581.00	0.0000	\$ 0.00	\$ 0.00	1504.5000	\$43,630.50	95.16
042	A	Raised Pavement Marker Type 2	EA	\$ 3.75	792.00	0.0000	\$ 0.00	\$ 0.00	466.0000	\$1,747.50	58.84
043	A	Cement Concrete Sidewalk	SY	\$ 86.35	387.00	0.0000	\$ 0.00	\$ 0.00	428.0678	\$36,963.66	110.61
044	A	Cement Concrete Curb Ramp Type Parallel A	EA	\$1,795.00	23.00	0.0000	\$ 0.00	\$ 0.00	23.0000	\$41,285.00	100
045	A	Cement Concrete Curb Ramp Type Perpendicular A	EA	\$1,795.00	3.00	0.0000	\$ 0.00	\$ 0.00	3.0000	\$5,385.00	100
046	A	Detectable Warning Surface	SF	\$ 60.00	20.00	0.0000	\$ 0.00	\$ 0.00	20.0000	\$1,200.00	100
047	A	Induction Loop Vehicle Detector	EA	\$ 700.00	104.00	0.0000	\$ 0.00	\$ 0.00	104.0000	\$72,800.00	100
048	A	Pedestrian PBB System, Complete (37th St NE)	LS	\$10,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$10,000.00	100
049	A	Permanent Sign	LS	\$500.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 500.00	100
050	A	Relocate Permanent Traffic Sign and Post	EA	\$ 250.00	2.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
051	A	Paint Line	LF	\$ 0.30	23,791.00	0.0000	\$ 0.00	\$ 0.00	25315.0000	\$7,594.50	106.41
052	A	Wide Paint Line	LF	\$ 0.35	982.00	0.0000	\$ 0.00	\$ 0.00	990.0000	\$ 346.50	100.81
053	A	Plastic Crosswalk Stripe and Stop Bar (24 inch wide)	LF	\$ 6.75	1,790.00	0.0000	\$ 0.00	\$ 0.00	1463.9000	\$9,881.33	81.78

Period Dates
Begin: 12.21.2017
End: 01.20.2018
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City Of Auburn
CP1507

17-02
Auburn Way North Grind And Overlay Project

17-02/#7

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
054	A	Plastic Traffic Arrow	EA	\$ 50.00	49.00	0.0000	\$ 0.00	\$ 0.00	57.0000	\$2,850.00	116.33
055	A	Temporary Pavement Markings	LF	\$ 0.43	67,528.00	0.0000	\$ 0.00	\$ 0.00	65127.0000	\$28,004.61	96.44
056	B	One Year Warranty Bond (Not FHWA eligible)	LS	\$ 250.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 250.00	100
057	B	Utility Potholing	EA	\$ 150.00	2.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
058	B	Mobilization	LS	\$ 500.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 500.00	100
059	B	Traffic Control Supervisor	LS	\$8,300.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$8,300.00	100
060	B	Traffic Control Labor - Flagging (Min. Bid \$38.00 per hour)	HR	\$ 51.25	52.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
061	B	Traffic Signal and Illumination System, Complete (37th Street NE)	LS	\$88,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$88,000.00	100
062	B	Traffic Signal System, Complete (22nd Street NE)	LS	\$60,000.00	1.00	0.2500	\$15,000.00	\$ 0.00	1.0000	\$60,000.00	100
063	B	Pedestrian Crossing Signal System, Complete (Ped Crossing)	LS	\$6,500.00	1.00	1.0000	\$6,500.00	\$ 0.00	1.0000	\$6,500.00	100
064	C	Mobilization	LS	\$ 500.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 500.00	100
065	C	Traffic Control Supervisor	LS	\$5,400.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$5,400.00	100
066	C	Traffic Control Labor - Flagging (Min. Bid \$38.00 per hour)	HR	\$ 51.25	95.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
067	C	Manhole Ring and Solid Cover	EA	\$ 905.00	29.00	0.0000	\$ 0.00	\$ 0.00	31.0000	\$28,055.00	106.90
068	C	Catch Basin Frame and Grate	EA	\$ 350.00	31.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
069	D	Utility Potholing	EA	\$ 150.00	2.00	0.0000	\$ 0.00	\$ 0.00	3.0000	\$ 450.00	150.0
070	D	Mobilization	LS	\$ 500.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 500.00	100
071	D	Traffic Control Supervisor	LS	\$2,250.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$2,250.00	100
072	D	Traffic Control Labor - Flagging (Min. Bid \$38.00 per hour)	HR	\$ 51.25	32.00	0.0000	\$ 0.00	\$ 0.00	32.0000	\$1,640.00	100
073	D	Clearing and Grubbing	LS	\$ 25.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 25.00	100
074	D	Removal of Structures and Obstructions	LS	\$ 100.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 100.00	100
075	D	Removal of Concrete or Asphalt Pavement	SY	\$ 116.00	10.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
076	D	Shoring and Extra Excavation Class B	SF	\$ 0.50	360.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
077	D	Pipe Foundation Material	TON	\$ 52.00	8.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
078	D	Select Pipe Trench Backfill	TON	\$ 42.00	32.00	0.0000	\$ 0.00	\$ 0.00	89.8600	\$3,774.12	280.81
079	D	Hydrant Assembly	EA	\$9,940.00	2.00	1.0000	\$9,940.00	\$ 0.00	2.0000	\$19,880.00	100
080	D	Temporary Water	EST	\$ 1.00	500.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0

Period Dates
Begin: 12.21.2017
End: 01.20.2018
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ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
		Pollution/Erosion Control									
081	E	Utility Potholing	EA	\$ 150.00	2.00	0.0000	\$ 0.00	\$ 0.00	3.0000	\$ 450.00	150.0
082	E	Mobilization	LS	\$2,800.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$2,800.00	100
083	E	Traffic Control Supervisor	LS	\$7,200.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$7,200.00	100
084	E	Traffic Control Labor - Flagging (Min. Bid \$38.00 per hour)	HR	\$ 51.25	115.00	0.0000	\$ 0.00	\$ 0.00	115.0000	\$5,893.75	100
085	E	Sequential Arrow Sign	DAY	\$ 27.00	5.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
086	E	Portable Changeable Message Sign	DAY	\$ 89.00	5.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
087	E	Removal of Concrete or Asphalt Pavement	SY	\$ 116.00	40.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
088	E	Removal of Cement Concrete Flat Work	SY	\$ 20.50	30.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
089	E	Remove Cement Concrete Curb	LF	\$ 8.70	44.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
090	E	Shoring and Extra Excavation Class B	SF	\$ 0.50	760.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
091	E	HMA Cl. 1-inch PG 64-22 (Class E)	TON	\$ 125.00	15.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
092	E	Ductile Iron Storm Pipe, Special Class 52, 12	LF	\$ 65.50	94.00	0.0000	\$ 0.00	\$ 0.00	76.3000	\$4,997.65	81.17
093	E	Storm Sewer Television Inspection	LF	\$ 20.00	94.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
094	E	Catch Basin Type 1	EA	\$2,050.00	2.00	0.0000	\$ 0.00	\$ 0.00	2.0000	\$4,100.00	100
095	E	Manhole Ring and Solid Cover	EA	\$ 905.00	5.00	0.0000	\$ 0.00	\$ 0.00	10.0000	\$9,050.00	200
096	E	Catch Basin Frame and Grate	EA	\$ 350.00	34.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
097	E	Connect to Existing Catch Basin	EA	\$ 100.00	1.00	0.0000	\$ 0.00	\$ 0.00	2.0000	\$ 200.00	200
098	E	Pipe Foundation Material	TON	\$ 52.00	16.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
099	E	Select Pipe Trench Backfill	TON	\$ 42.00	55.00	0.0000	\$ 0.00	\$ 0.00	106.2800	\$4,463.76	193.24
100	E	Temporary Water Pollution/Erosion Control	EST	\$ 1.00	750.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
101	E	Cement Concrete Traffic Curb and Gutter	LF	\$ 29.00	44.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
102	E	Cement Concrete Sidewalk	SY	\$ 86.35	30.00	0.0000	\$ 0.00	\$ 0.00	28.7111	\$2,479.20	95.70
5001	A	Schedule A Sales Tax	LS	\$ 0.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
5002	B	Schedule B Sales Tax	LS	\$ 0.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
5003	C	Schedule C Sales Tax	LS	\$4,786.38	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$3,395.50	70.94
5004	D	Schedule D Sales Tax	LS	\$2,829.50	1.00	0.0000	\$ 994.00	\$ 0.00	0.0000	\$2,861.91	101.15
5005	E	Schedule E Sales Tax	LS	\$6,108.71	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$4,163.44	68.16

Period Dates
Begin: 12.21.2017
End: 01.20.2018
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ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
A		ROW LEFT INTENTIONALLY BLANK									
B		ROW LEFT INTENTIONALLY BLANK									
C		ROW LEFT INTENTIONALLY BLANK									
CO1-1	A	37th Street NE Reconstruction	Est.	\$31,950.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$31,950.00	100
CO3-1	A	37th Street New Conductor Wire	LS	\$5,510.20	1.00	1.0000	\$5,510.20	\$ 0.00	1.0000	\$5,510.20	100
D		ROW LEFT INTENTIONALLY BLANK									
E		ROW LEFT INTENTIONALLY BLANK									
Liquidated Damages	B	Liquidated Damages	LS	\$2,952.47	1.00	-1.0000	-\$2,952.47	\$ 0.00	-1.0000	-\$2,952.47	100

Period Dates
Begin: 12.21.2017
End: 01.20.2018
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Final Payment Fund Split Summary - INTERNAL USE ONLY

Fund	Total Completed And Stored To Date (w/ Retainage)	Amount previously Invoiced (w/ Retainage)	Current Due (w/ Retainage)	Current Payment Due as Certified	Retainage Held This Period
WA	31481.0320	20,547.03	10,934.00	10,934.00	0.00
SE	37350.5000	37,350.50	0.00	0.00	0.00
SD	45797.7960	45,797.80	0.00	0.00	0.00
SP	1555177.4807	1,517,665.56	37,511.92	37,511.92	0.00
TOTAL	1,669,806.81	1,621,360.89	48,445.92	48,445.92	0.00

Retainage Option: Federal - No Retainage

SPNFC = ~~\$21,500~~ \$18,419.12
SPCON = ~~\$16,011.92~~ \$19,092.80

BUDGET STATUS SHEET

Project No: CP1507	Project Title: Auburn Way North Preservation Project
Project Manager: Kevin Thompson	
Initiation Date: <u>2/25/15</u> Advertisement Date: <u>2/7/17</u> Award Date: <u>3/20/17</u>	☐ Permission to Advertise ☐ Contract Award ☐ Change Order 3 ☒ Contract Final Acceptance Date: Feb. 12, 2018

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2017	2018	Total
105 Fund - Unrestricted	149,001	908,427	15,022	1,072,450
105 Fund - Federal Grant	80,117	849,383	38,000	967,500
461 Fund - Sewer	3,105	60,821	0	60,000
462 Fund - Storm	14,873	73,127	0	88,000
460 Fund - Water	0	25,021	10,934	35,955
Total	247,096	1,916,779	63,956	2,223,905

Estimated Cost (Funds Needed)

Activity	Prior Years	2017	2018	Total
Design Engineering - City Costs	247,313		0	247,313
Construction Contract		1,589,151		1,589,151
Change Order No. 1		31,950	0	31,950
**Change Order No. 2		100,000	0	100,000
Change Order No. 3		0	5,510	5,510
Contractor Liquidated Damages		0	(2,952)	(2,952)
Line item Changes		0	(53,852)	(53,852)
Construction Engineering - City Costs		116,276	10,000	126,276
Construction Engineering - Materials Testing		9,332	0	9,332
Construction Engineering - WSDOT		161	0	161
Total	247,313	1,846,870	17,152	2,055,841

** Change Order No. 2 approved by Council on December 18, 2017

105 Arterial Street Budget Status

	Prior Years	2017	2018	Total
*105 Funds Budgeted ()	(229,118)	(1,757,810)	(53,022)	(2,039,950)
105 Funds Needed	229,118	1,645,172	53,022	1,927,312
*105 Fund Project Contingency ()	0	(112,638)	0	(112,638)
105 Funds Required	0	0	0	0

461 Sewer Budget Status

	Prior Years	2017	2018	Total
*461 Funds Budgeted ()	(3,105)	(60,821)	0	(63,926)
461 Funds Needed	3,105	56,246	0	59,351
*461 Fund Project Contingency ()	0	(4,575)	0	(4,575)
461 Funds Required	0	0	0	0

462 Storm Budget Status

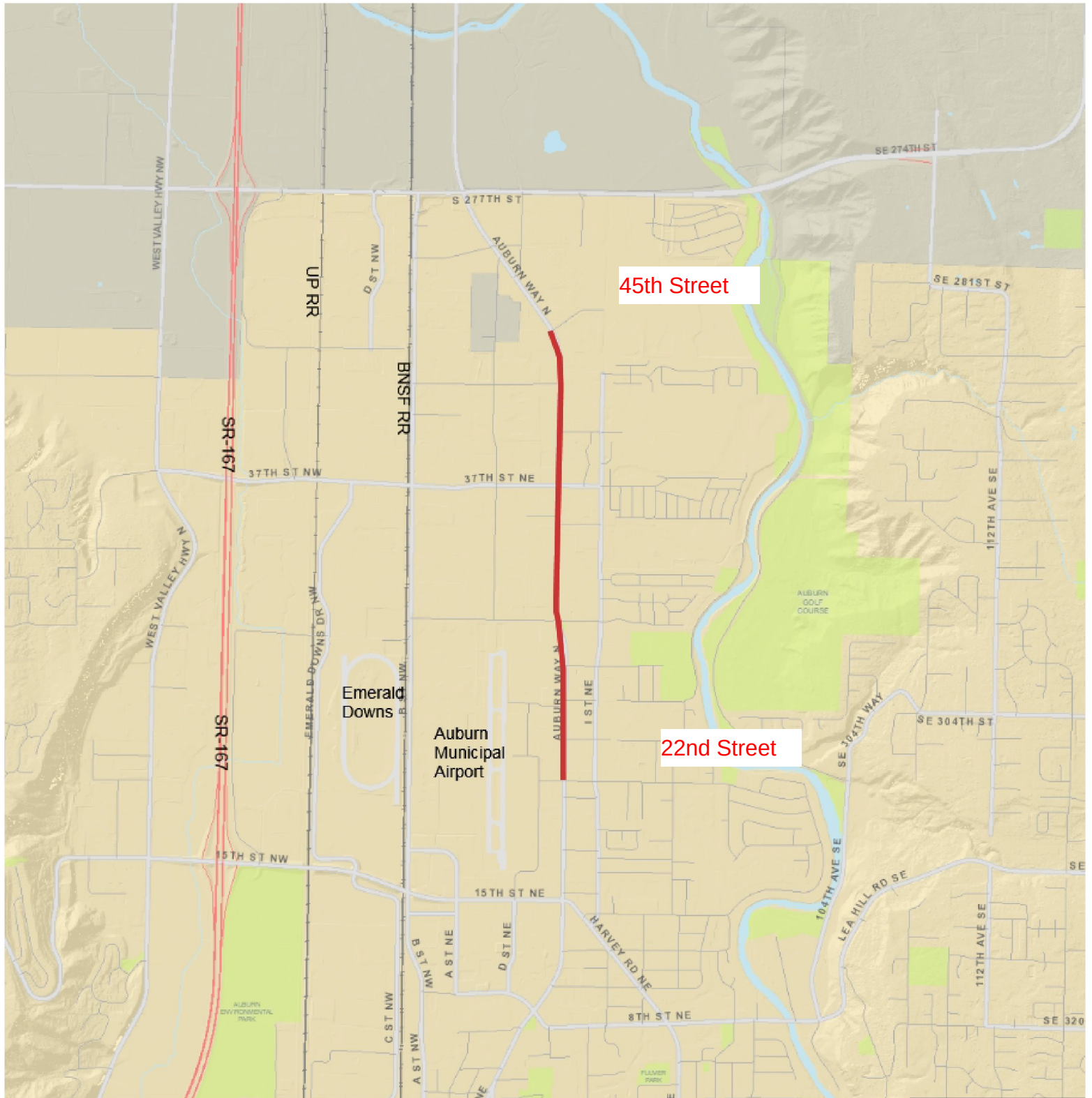
	Prior Years	2017	2018	Total
*462 Funds Budgeted ()	(14,873)	(73,127)	0	(88,000)
462 Funds Needed	14,873	66,890	0	81,763
*462 Fund Project Contingency ()	0	(6,237)	0	(6,237)
462 Funds Required	0	0	0	0

460 Water Budget Status

	Prior Years	2017	2018	Total
*460 Funds Budgeted ()	0	(25,021)	(10,934)	(35,955)
460 Funds Needed	0	21,516	10,934	32,450
*460 Fund Project Contingency ()	0	(3,505)	0	(3,505)
460 Funds Required	0	0	0	0

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

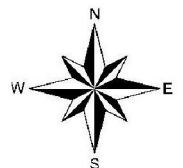
Auburn Way North Preservation

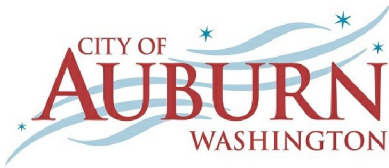


 Auburn Way North
Preservation Project

Printed Date: 5/6/2014
Map Created by City of Auburn eGIS

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1605 (Faber)

Date:

February 14, 2018

Department:

Parks/Art and Recreation

Attachments:

[Budget Status Sheet](#)
[map](#)

Budget Impact:

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

Administrative Recommendation:**Background Summary:**

The Les Gove Park Crescent Project will include removal of existing pavement (Deals Way), installation of new concrete plaza, trails, landscaping, underground detention, lighting, and other associated site improvements.

This work will be funded by the 321 (Municipal Parks Construction Fund). Construction of this project is anticipated to start in late March 2018, and close out by May 2018.

Because the bid opening will be held on February 15, 2018. There will not adequate time for staff to compile the bid tabulation. A revised agenda bill specifying the contractor and contract amount will be distributed to the City Council at their meeting scheduled for February 20, 2018.

Updated information regarding the budget status will be presented with the revised agenda bill.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: February 20, 2018

Staff:

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1605	Project Title: Project Name
---------------------------	------------------------------------

Project Manager: Name

Project Initiation (PMP) Date: _____

Advertisement Date: _____

Award Date: _____

Project Initiation
Permission to Advertise
X Contract Award
Change Order Approval
Contract Final Acceptance

Updated: February 14, 2018

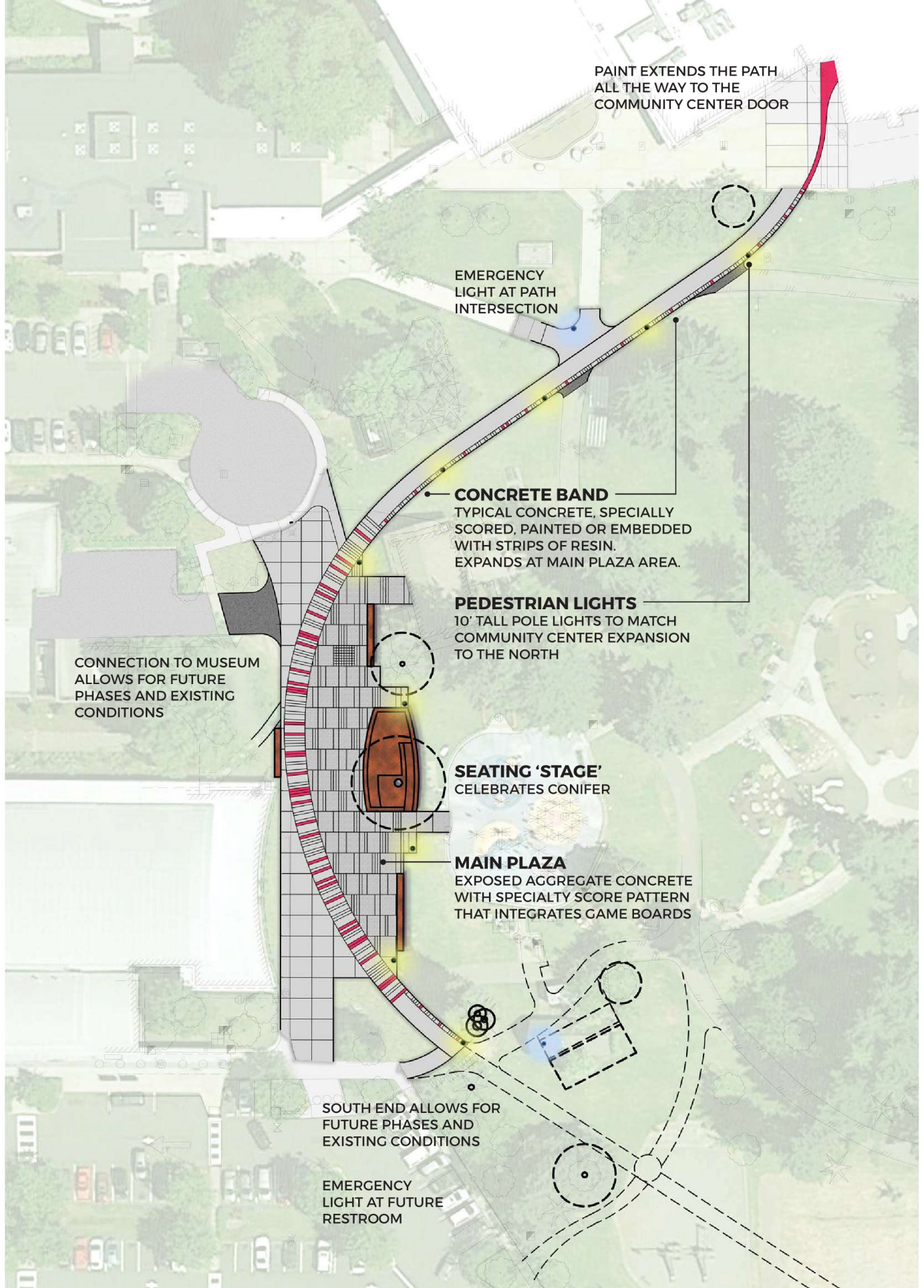
The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
321 Fund - Unrestricted	255,560	100,000	0	0	355,560
Grant - Secured	176,346	0	0	0	176,346
328 Fund	79,636	0	0	0	79,636
Park Impact Fees	50,000	0	0	0	50,000
Total	561,542	100,000	0	0	661,542

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - Consultant Costs	55,616	28,753	0	0	84,369
Permitting	0	4,221	0	0	4,221
Construction Estimate	0	460,000	0	0	460,000
Construction Contract Contingency (5%)	0	23,000	0	0	23,000
Construction Engineering - City Costs	0	0	0	0	0
Construction Engineering - Consultant Costs	0	8,791	0	0	8,791
Total	55,616	524,765	0	0	580,381





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6677 (Tate)

Date:

February 13, 2018

Department:

Community Development &
Public Works

Attachments:

[Agenda Bill](#)

[Ordinance No. 6677](#)

[Exhibit 1 to Ordinance No. 6677](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6677

Background Summary:

Please see the attached Agenda Bill.

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

Tate

Meeting Date: February 20, 2018

Item Number:

ORD.A



AGENDA BILL APPROVAL FORM

Agenda Subject: Ordinance No. 6677 - Zoning Code Text Amendments to Chapter 18.02 (General Provisions), Chapter 18.35 (Special Purpose Zones), and Map amendment to the Zoning Map to establish an Open Space zoning district that will implement the "Open Space" land use designation, as provided in the City of Auburn's Comprehensive Plan and Comprehensive Land Use Map		Date: January 25, 2018
Department: Community Development & Public Works Dept.	Attachments: Item 1 - Ordinance No. 6677 Item 2 - Ordinance No. 6677 – Exhibit 1 Area-Wide Rezone Map	Budget Impact: (none)
Administrative Recommendation: City Council to approve the Planning Commission's Recommendation and adopt Ordinance No. 6677.		
Summary: By Ordinance No. 6584, the City of Auburn adopted a new Comprehensive Plan at the end of 2015 that includes a new land use map designation of "Open Space". Under the existing comprehensive plan document structure, each Comprehensive Plan land use designation is implemented by at least one zoning district (zone) that addresses the allowed uses and the zoning development standards. Currently, there is no implementing Open Space zone in the Auburn City Code. To establish an implementing Open Space zone, on December 6, 2016 staff presented the proposed open space text amendments and zoning map amendment to the Planning Commission. The Planning Commission held subsequent public meetings on January 4, 2017, March 7, 2017, and April 4, 2017. During these public meetings, Planning Commissioners reviewed the proposed text and map amendments, directed questions to staff, and requested additional information, particularly pertaining to the effect on the proposed open space zoning district to private property owners. On July 5, 2017, the Planning Commission held a public hearing regarding the creation of the Open Space zone. During this public hearing, staff addressed comments received from the City of Auburn Parks Department, City of Auburn Economic Development Department, and Nancy Bainbridge Rogers, representing Mark Segale, a private property owner, and presented a revised staff recommendation. The Planning Commission continued the public hearing to August 8, 2017, requesting that staff conduct additional noticing to and/or coordination efforts with Andrew and Elena Cherny, private property owners, and the Muckleshoot Indian Tribe (MIT). Following the July 5, 2017, staff conducted additional noticing efforts as requested and coordinated review of the proposed zoning map amendment with the MIT. At the August 8, 2017 continued public hearing, the Planning Commission deliberated and in making their recommendation modified the staff recommendation that City of Auburn staff would continue to coordinate with the MIT.		
Background: 1. The purpose and effect of the proposed open space text amendments and zoning map amendment were included in the Planning Commission's review and subsequent recommendation; of particular note are the following items: • The Open Space zone is generally meant to apply to parcels that are largely undeveloped in character and feature "natural" and "urban conservancy" shoreline areas, significant wildlife habitats, large stormwater detention ponds or floodplain ponds, utility corridors with public access, watersheds or areas with significant development restrictions. • The majority of the parcels are owned by the City of Auburn (COA). The COA-owned parcels generally feature either a critical area, such as a wetland or geologic hazard area, utility infrastructure, or are within the shoreline jurisdiction and subject to the COA Shoreline Master		

Program (SMP).

- The majority of the non-City owned parcels are governmentally owned or utility-owned parcels, which are encumbered by utility infrastructure, such as a transmission line.
 - The remaining non-City owned parcels, are privately owned and either:
 - Contain a critical area, such as a wetland or geologic hazard area (regulated by Chapter 16.10 Auburn City Code (ACC));
 - Feature a split-land use designation due to the shoreline of the White River and are subject to the City of Auburn (COA) Shoreline Master Program (SMP)); or
 - Were originally set aside as open space per previous plat requirement.
2. The adoption of Ordinance No. 6667 on December 18, 2017 (which adopted the 2017 annual Comprehensive Plan annual amendments) changed the land use designation of numerous parcels that were previously included in the “Open Space” and thus originally proposed for this zoning map amendment (to make the Comprehensive Plan designation and zoning agree). The parcels modified under Ordinance No. 6667, were originally incorrectly designated during the 2015 Comprehensive Plan mapping update. Throughout the open space zoning amendment, staff recognized that there were some inconsistencies and refinements needed as a result of this mapping process, and intended to make refinements during the subsequent annual comprehensive plan amendment process. The annual comprehensive plan amendment process is the avenue by which staff may make changes to the Comprehensive Plan Map. Thus, since the parcels changed per Ordinance No. 6667 are no longer designated “Open Space”, they been removed from this proposed open space zoning map amendment. Ordinance No. 6677 Exhibit 1 – Area-Wide Rezone Map has been updated to that effect.
3. Planning Commission’s recommendation recognizes that the proposed zoning code language and zoning map amendment does not affect “Indian Lands” and is not intended to, usurp or exercise land use control over such lands. The intent of the text and map amendment is to identify what zoning or land-use provisions would apply to such lands were they not under Indian jurisdiction, or were the land to change in ownership or jurisdictional character. This recognition is consistent with the language contained in ACC 18.01.050 (adopted under Ordinance No. 6667) which addresses how city zoning and land use regulations relate to Indian Lands.
4. The City Council discussed Ordinance No. 6677 and the proposed establishment of the “OS, Open Space zoning district” and the text and map changes at their Study Session on February 12, 2018.

Request:

Schedule Ordinance No. 6677 for action by City Council at the regular Council meeting on February 20, 2018.

Attached to this agenda bill are the following:

- Item 1 - Ordinance No. 6677
- Item 2 - Ordinance No. 6677 Exhibit 1 – Area-Wide Rezone Map

Action:

Council Approval: ☐ Yes ☐ No Call for Public Hearing ____/____/____

Referred to _____ Until ____/____/____

Tabled _____ Until ____/____/____

Reviewed by Departments & Divisions:

- | | |
|---------------------------------------|--|
| ☐ Building | ☐ M&O |
| ☐ Cemetery | ☐ Mayor |
| ☐ Finance | ☐ Parks |
| ☐ Fire | ☒ Planning |
| ☐ Legal | ☐ Police |
| ☐ Public Works | ☐ Human Resources |

☐ Information Services ☐ Surveying
Staff: Tate
Meeting Date: February 20, 2018

ORDINANCE NO. 6 6 7 7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 18.02.070, 18.35.020, 18.35.030, 18.35.040, OF THE AUBURN CITY CODE AND THE CITY ZONING MAP, CREATING A NEW OPEN SPACE ZONING DISTRICT

WHEREAS, by Ordinance No. 6584, on December 14, 2015 the City of Auburn adopted a new Comprehensive Plan that establishes a new land use map designation of “Open Space” by map and text; and

WHEREAS, under the existing comprehensive plan document structure, each Comprehensive Plan land use designation is implemented by at least one zoning district (zone) that addresses the allowed uses and the zoning development standards. Currently, there is no implementing Open Space zoning district in the Auburn City Code; and

WHEREAS, the purpose of this amendment to the City zoning code and zoning map is to create a zoning district that implements the Open Space Land Use Designation of the Comprehensive Plan Map; and

WHEREAS, pursuant to RCW 36.70A the proposed code language was transmitted to the Washington State Department of Commerce on April 20, 2017. The transmittal initiated the 60-day state agency review period. The 60-day state agency comment period expired on June 19, 2017. The City did not receive any state agency comments.

WHEREAS, the code amendment was subject to environmental review process under the Washington State Environmental Policy Act (SEPA). A Determination of Non-

Significance (DNS) was issued June 13, 2017 and the City observed a fifteen-day public comment period; and

WHEREAS, the Planning Commission reviewed the code and map amendment and duly deliberated the effect of the text and map amendment on public and private property owners at its December 6, 2016, January 4, 2017, March 7, 2017, and April 4, 2017 Planning Commission meetings; and

WHEREAS, the City received three public comment letters in response to notice of the public hearing, and one additional notice prior to the Planning Commission public hearing; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments at the July 5, 2017 Planning Commission meeting, and requested that staff conduct additional noticing efforts to Andrew and Elena Cherny and coordination with the Muckleshoot Indian Tribe (MIT); and

WHEREAS, at the continued public hearing on August 8, 2017, after the close the public hearing the Planning Commission forwarded a recommendation for approval to the City Council; and

WHEREAS, Ordinance No. 6667, pertaining to the 2017 annual Comprehensive Plan amendments, modified the land use designation of numerous parcels that were included in the proposed "open space zoning district map amendment. Thus, prompting their removal from the proposed open space zoning map amendment; and

WHEREAS, per Auburn City Code Section 18.01.050, adopted under Ordinance No. 6667 (on December 18, 2017) the City of Auburn recognizes and acknowledges that

the Muckleshoot Indian Tribe has jurisdiction and land use control over "Indian Lands". The designation of city zoning and land use regulations that might appear to affect any Indian Lands does not, and is not intended to, usurp or exercise land use control over such lands. Any such city regulations are intended to identify what zoning or land-use provisions would apply to such lands were they not under Indian jurisdiction, or were the land to change in ownership or jurisdictional character. Until those circumstances change for such lands, the city regulations shall be for informational purposes only; and

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

Section 1. Amendment to City Code. That Section 18.02.070 of the Auburn City Code be and the same hereby is amended to read as follows:

- 18.02.070 Establishment of zones.
- A. The city is divided into the following classes of zones:
 1. RC, residential conservancy zone (one dwelling unit per four acres);
 2. R-1, residential zone (one dwelling unit per acre);
 3. R-5, residential zone (five dwelling units per acre);
 4. R-7, residential zone (seven dwelling units per acre);
 5. R-10, residential zone (10 dwelling units per acre);
 6. R-16, residential zone (16 dwelling units per acre);
 7. R-20, residential zone (20 dwelling units per acre);
 8. RMHC, manufactured/mobile home community zone;
 9. RO, residential office zone and RO-H, residential office-hospital zone;
 10. C-N, neighborhood shopping zone;
 11. C-1, light commercial zone;
 12. C-2, central business zone;
 13. C-3, heavy commercial zone;
 14. M-1, light industrial zone;
 15. M-2, heavy industrial zone;
 16. BP, business park zone;
 17. LF, airport landing field zone;
 18. P-1, public use zone;
 19. UNC, unclassified use zone;

- 20. I, institutional use zone;
- 21. EP, environmental park zone;
- 22. DUC, downtown urban center zone;
- 23. OS, open space zone.

B. The zones set out in Subsection A of this Section are established as the designations, locations, and boundaries thereof as set forth and indicated on the zoning map.

C. The intent statement for each zone set forth in this title shall be used to guide the application of the zones to all lands in the City of Auburn. The intent statements shall guide interpretation and application of land use regulations within the zones, and any change to the range of allowed uses within each zone through amendment to this title. (Ord. 6245 § 2, 2009.)

Section 2. Amendment to City Code. That Section 18.35.020 of the Auburn

City Code is amended to read as follows:

18.35.020 Intent of special purpose zones.

A. General. This section describes the intent for each of the city's special purpose zones. These intent statements may be used to guide the interpretation of the regulations associated with each zone.

B. RO and RO-H Residential Office and Residential Office-Hospital Zone. The RO and RO-H is intended primarily to accommodate small-scale business and professional offices, medical and dental clinics, and banks and similar financial institutions at locations where they are compatible with residential uses. Some retail and personal services may be permitted if supplemental to the other uses allowed in the zone. This zone is intended for those areas that are in transition from residential to commercial uses along arterials or near the hospital. Conversion of residential uses to commercial uses is geared towards encouraging adaptive re-use of existing single-family structures that continue to appear in accord with the single-family residential character. The RO-H designation is to be used exclusively for the hospital area, located in the vicinity of 2nd Street NE and Auburn Avenue, and is intended to be used for medical and related uses and those uses compatible with the medical community

C. P-1 Public Use Zone. The P-1 zone is intended to provide for the appropriate location and development of public uses that serve the cultural, educational, recreational, and public service needs of the community.

D. I Institutional Zone. The I zone is intended to provide an area wherein educational, governmental, theological, recreational, cultural and other public and quasi-public uses may be allowed to develop. It is further intended these areas be significant in scope which will allow a combination of uses which may not be permitted outright within other zones. This district is not intended to include those smaller or singular public uses which are consistent with and permitted in other zones.

E. OS Open Space Zone. The OS zone is intended to provide for land uses that tend to be managed in a largely undeveloped character, including passive parks.

watersheds, natural and urban conservancy shoreline areas, significant wildlife habitats, large stormwater detention ponds or floodplain ponds, utility corridors with public access, and areas with significant development restrictions. Park lands included in the Open Space zone tends to be predominately passive in character and with relatively fewer developed facilities than parks included in the Institutional zone. Private sites containing critical areas or shorelines may be included. (Ord. 6434 § 1, 2012.)

Section 3. Amendment to City Code. That Section 18.35.030 of the Auburn City

Code be and the same hereby is amended to read as follows:

18.35.030 Uses.

Table 18.35.030 Permitted, Administrative, Conditional and Prohibited Uses by Zone

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	<u>OS</u>	

PUBLIC

Animal shelter, public	X	X	P	X	<u>X</u>	
Government facilities, this excludes offices and related uses that are permitted outright	A	A	P	P	<u>C</u>	
Municipal parks and playgrounds	P	P	P	P	<u>P</u>	

RECREATION, EDUCATION AND PUBLIC ASSEMBLY

Campgrounds and recreational vehicle parks, private	X	X	X	P	<u>P</u>	
<u>Recreational vehicle parks, private</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>X</u>	
Cemetery, public	X	X	P	A	<u>X</u>	
Cemetery, private	X	X	X	A	<u>X</u>	

Table 18.35.030 Permitted, Administrative, Conditional and Prohibited Uses by Zone

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	<u>OS</u>	
College, university, public	X	X	A	A	<u>X</u>	
Commercial recreation facility – Indoor	X	X	X	P	<u>X</u>	
Commercial recreation facility – Outdoor	X	X	X	A	<u>C</u>	ACC 18.57.025(A)
Conference/convention facility	X	X	X	A	<u>X</u>	
Library, museum	X	X	P	P	<u>A</u>	
Meeting facility, public or private	A	A	P	P	<u>A</u>	
Private school – specialized education/training (for profit)	P	P	X	P	<u>X</u>	
Public schools (K-12) and related facilities	X	X	P	P	<u>X</u>	
Religious institutions, lot size less than one acre	A	P	X	P	<u>X</u>	
Religious institutions, lot size more than one acre	C	A	X	P	<u>X</u>	
Studio – Art, dance, martial arts, music, etc.	P	X	X	X	<u>X</u>	

RESIDENTIAL

Duplex	P (1)	X	X	A	<u>X</u>	
Home occupation	P	P	X	P	<u>P</u>	Chapter 18.60 ACC

Table 18.35.030 Permitted, Administrative, Conditional and Prohibited Uses by Zone

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	<u>OS</u>	
Live/work, work/live unit	A	P	X	A	<u>X</u>	
Multiple-family dwellings, stand-alone	P (2)	A (3)	X	A	<u>X</u>	
One detached single-family dwelling	P	X	X	X	<u>P (5)</u>	
Nursing home, assisted living facility	A	A	X	P	<u>X</u>	
Senior housing	A	A	X	A	<u>X</u>	

RETAIL

Restaurant, cafe, coffee shop, excluding drive-through facilities	A	A	P	A	<u>X</u>	
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SERVICES

Banking and related financial institutions, excluding drive-through facilities (4)	P	P	X	X	<u>X</u>	
Daycare, including mini daycare, daycare center, preschools or nursery schools	A	P	X	P	<u>A</u>	
Home-based daycare	P	P	X	P	<u>P</u>	
Medical services – Clinic or urgent care (4)	P	P	X	X	<u>X</u>	
Mortuary, funeral home, crematorium	X	P	X	X	<u>X</u>	
Professional offices	P	P	X	A	<u>A</u>	

Table 18.35.030 Permitted, Administrative, Conditional and Prohibited Uses by Zone

Permitted, Administrative, Conditional and Prohibited Uses by Zone						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designations					Standards for Specific Land Uses
	RO	RO-H	P-1	I	OS	
Personal service shops	P	P	X	X	X	
Pharmacies	X	P	X	X	X	
<u>TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE</u>						
Utility facilities, substations, utility transmission or distribution line	X	X	X	X	A	See ACC 18.02.040(E)
<u>OTHER USES THAT ARE NOT LISTED</u>						
Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and is of the same general character of the uses permitted.	P	P	P	P	P	

Notes:

1. Duplexes, 3,600 square feet of lot area per dwelling unit is required.
2. Multifamily dwellings; provided, that 2,400 square feet of lot area is provided for each dwelling unit.
3. Multifamily dwellings; provided 1,200 square feet of lot area is provided for each dwelling unit.
4. Permitted within a public college or university as an amenity or service provided to students. A stand-alone bank or medical services/clinic is not permitted.
5. One single-family detached dwelling unit per existing legal lot. No residential subdivisions permitted in the open space zone.

(Ord. 6642 § 11, 2017; Ord. 6434 § 1, 2012.)

Section 4. Amendment to City Code. That Section 18.35.040 of the Auburn

City Code be and the same hereby is amended to read as follows:

18.35.040 Development standards.

Table 18.35.040 RO, RO-H, P-1, I Zone Development Standards

Development Feature	Requirement by Zones				
	RO Residential I Office	RO-H Residential Office-Hospital	P-1 Public Use	I Institutional	OS <u>Open Space</u>
Minimum lot area	7,200 sf	None	None	6,000 sf	<u>None</u>
Minimum lot width, depth	50 ft, 80 ft	None	None	60 ft, 80 ft	<u>None</u>
Maximum lot coverage	55 percent (1)	None	None	35 percent	<u>5 percent</u>
Maximum impervious area	NA	NA	NA	NA	<u>20 percent (7)</u>
Setbacks	<i>Minimum setbacks required for primary structures. See ACC 18.31.070 for exceptions to these requirements.</i>				
Front	20 ft (2)	10 ft	20 ft	20 ft	<u>20 ft</u>
Side – Interior	5 ft	None	5 ft (4)	5 ft	<u>5 ft</u>
Side – Corner	10 ft	10 ft	10 ft	10 ft	<u>10 ft</u>
Rear	25 ft (3)	None	25 ft	25 ft	<u>25 ft</u>
Accessory structure(s)	See note (5) below	NA	NA	See note (5) below	
Height limit	<i>Maximum allowable height of structures. See ACC 18.31.030 (Height limitations – Exceptions) for height limit exceptions.</i>				
Maximum height	35 ft	65 ft	45 ft	45 ft (6)	<u>35 ft</u>
Fences and hedges	See Chapter 18.31 ACC				

Table 18.35.040 RO, RO-H, P-1, I Zone Development Standards

Development Feature	Requirement by Zones				
	RO Residential I Office	RO-H Residential Office-Hospital	P-1 Public Use	I Institutional	OS <u>Open Space</u>
Landscaping	See Chapter 18.50 ACC				
Parking	See Chapter 18.52 ACC				
Signs	See Chapter 18.56 ACC				
Lighting	See Chapter 18.55 ACC				
Nonconforming structures, land and uses	See Chapter 18.54 ACC				

Notes:

1. New single-family residential or conversions of single-family residences to commercial uses with additions greater than a total or cumulative area of 200 square feet on the property since the adoption of Ordinance No. 6231, then the maximum lot coverage is 35 percent.
2. New single-family residential or conversions of single-family residences to commercial uses with additions of 200 square feet or less, then the front yard setback is 10 feet.
3. New single-family residential or conversions of single-family residences to commercial uses with additions of 200 square feet or less, then the rear yard setback is 15 feet.
4. A 25-foot setback is required when adjacent to a residential zone.
5. Accessory structures shall meet all the required setbacks of the zone with the exception that the rear yard setback may be reduced to five feet; provided, that any structure with a vehicle entrance from a street (public or private) or public alley shall be set back a minimum of 20 feet.
6. Maximum building height for residential dwellings: 30 feet. Accessory buildings to residential dwellings: 16 feet.
7. Maximum impervious area includes all hard surfaces per Auburn City Code 13.48.010(J).
(Ord. 6434 § 1, 2012.)

Section 5. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Ordinance No. 6677
January 26, 2018
Page 10

Section 6. 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 7. 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.

Introduced: _____

Passed: _____

Approved: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

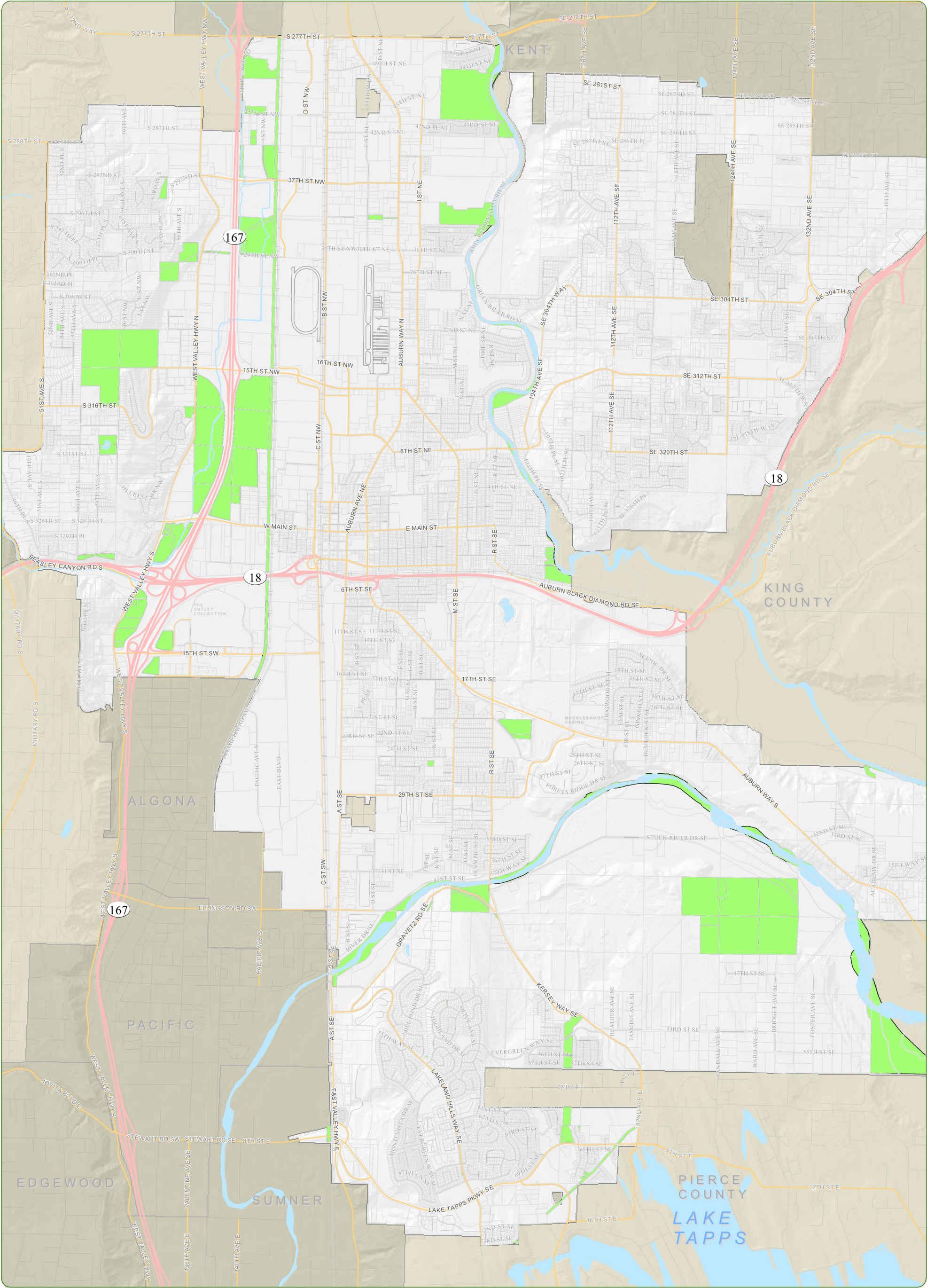
APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____

Proposed Open Space Zoning Amendment



 Proposed Zoning District



Printed On: 2/2/2018
Map ID: 5957

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6678 (Coleman)

Date:

February 14, 2018

Department:

Finance

Attachments:

[Ord6678](#)

Budget Impact:**Administrative Recommendation:**

City Council to introduce and adopt Ordinance No. 6678.

Background Summary:

Ordinance No. 6678 levies a .0203% sales tax credit against the state sales tax for local revitalization financing. SB 5045 authorizing the tax credit was passed by the state legislature during the 2009 regular session. The intent of the legislation was to provide financial assistance to Cities to assist with financing public improvements in an identified revitalization area to promote community and economic development.

The City first applied for the use of local revitalization financing on August 11, 2009 and the Department of Revenue approved the City's application on September 16, 2009, authorizing up to \$250,000 per year for the local revitalization program (Promenade capital improvements).

In 2010, the City issued \$7.24 million in 2010 C/D Bonds for the purpose of funding capital improvements for the Promenade. Annual debt service payments for these bonds continue through the year 2034. Funds from EDA grants, combined with REET2 funds and interest earnings, are used to pay for the annual debt service costs of the local revitalization project. As of the end of 2017, the remaining principal balance was \$5.6 million.

The tax credit is available to the City for up to 25 years. 2018 will be the ninth year that the City has asked the State for the tax credit. As provided by the state, in order for the City to continue receiving the tax credit, the City must request this each year by Ordinance.

Based upon historical taxable retail sales, the above rate of .0203% is estimated to generate \$250,000 for local revitalization funding during the State's fiscal year, July 1, 2018 to June 30, 2019.

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

Coleman

Meeting Date: February 20, 2018

Item Number:

ORD.B

ORDINANCE NO. 6 6 7 8

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, ESTABLISHING
THE LOCAL SALES AND USE TAX RATE FOR
LOCAL REVITALIZATION FINANCING FOR 2018**

WHEREAS, The City of Auburn ("City") enacted Ordinance No. 6301 on April 19, 2010, which established a local sales and use tax as provided for in Section 39.14.510 of the Revised Code of Washington ("RCW"); and,

WHEREAS, this tax is imposed in order to pay the debt service on Local Revitalization Financing bonds in accordance with Chapter 39.104 RCW; and,

WHEREAS, Chapter 39.104 RCW provides that the City shall, from time to time, adjust the tax rate so that it is set at the rate reasonably necessary to receive the state contribution over 10 months, in accordance with RCW 82.14.510(3); and

WHEREAS, the Local Sales and Use Tax Rate is set at a rate to generate approximately \$250,000.00 between July 1, 2018 through June 30, 2019, for Local Revitalization Financing.

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

Section 1. The sales and use tax rate initially established in Section 3.2 of Ordinance No. 6301, and most recently amended by Ordinance No. 6636, is hereby amended to .0203%, effective July 1, 2018.

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

Section 3. 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 4. 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.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5340 (Gaub)

Date:

February 14, 2018

Department:

CD & PW

Attachments:

[Res 5340](#)

[Staff Report](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5340.

Background Summary:

The City of Auburn has determined that a 50 foot by 60 foot piece of real estate quit claim deeded to the City in the vicinity of 1412 3rd Street SE was intended for right-of-way purposes but was never opened as a street or used as such by the City and is no longer required to meet the needs of the City. Therefore, a public hearing should be set to determine if said right of way may be vacated.

The right-of-way was quit claim deeded to the City on June 14, 1956. City staff and utility providers 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. 5340, if adopted by City Council, sets the date of the public hearing for Vacation No. V1-17 for March 19, 2018.

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

Gaub

Meeting Date: February 20, 2018

Item Number:

RES.A

RESOLUTION NO. 5 3 4 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER THE VACATION OF REAL PROPERTY INTENDED FOR RIGHT-OF-WAY PURPOSES LOCATED AT 1412 3RD STREET SE, WITHIN THE CITY OF AUBURN, WASHINGTON

WHEREAS, in 1956, the City of Auburn received, through a quit claim deed, a portion of property located within the corporate boundaries of the City at 1412 3rd Street SE, for which the property was intended to couple up with other adjacent portions of property to provide for an East-West roadway south of 3rd Street SE and north of the Burlington Northern Railroad railway between M Street SE and R Street SE, within the City of Auburn; and

WHEREAS, the right-of-way was never developed, necessary adjacent parcels were never acquired and King County did not segregate the portion of property the City acquired through the 1956 quit claim deed from the adjacent parcels; and

WHEREAS, the City has no desire or interest in developing and acquiring the additional property needed for right-of-way south of 3rd Street SE between M Street SE and R Street SE, within the City of Auburn; and

WHEREAS, in connection with possible vacation of the portion of property the City acquired through the 1956 quit claim deed, pursuant to Section 35.79.010 of the Revised Code of Washington, a hearing on such proposed vacation shall be set by resolution, with the date of such hearing being not more than sixty (60) days nor less than twenty (20) days after the passage of the resolution.

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

Section 1. A hearing on the vacation of right-of-way at the location of 1412 3rd Street SE, located within the city of Auburn, Washington, legally described as follows:

The south 50 feet of the north 331.07 feet of the west 60 feet of Lot 33 East Auburn Acres addition to Auburn, according to the plat thereof recorded in Volume 14 of Plats, Page 41, records of King County, Washington.

A portion of King County tax parcel number(s) 2149800305, is hereby set for 7:00 PM on the 19th day of March, 2018, at the City Council Chambers, 25 W. Main Street, Auburn, WA, 98001, with all persons wishing to speak to the vacation at the public hearing being invited to attend.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be 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 and effect upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2018.

CITY OF AUBURN

NANCY BACKUS, MAYOR

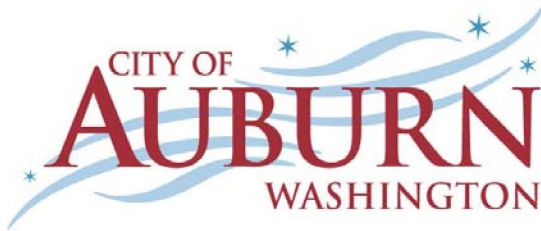
ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V1-17

Applicant: City Initiated

Property Location: Right-of-Way located in the vicinity of 1412 3rd Street SE. Specifically the south 50 feet of the north 331.07 feet of the west 60 feet of Lot 33 East Auburn Acres addition to Auburn.

Description of right-of-way:

This ROW proposed for vacation consists of a 50 foot by 60 foot portion of real property acquired for the intended purpose of right-of-way that was Quit Claim Deeded to the City in 1956 under Recording Number 4702460, Volume 3583, Page 617 of deeds records of King County on June 14, 1956. The City has determined that the intent of the City's acquisition was for right-of-way purposes based on the alignment with other similar pieces of right-of-way that were dedicated for street purposes. These similar pieces of right-of-way were subsequently vacated years later when City long range transportation plans determined that a road alignment extending 4th Street SE between M Street SE and R Street SE was not needed and that unopened and partial alignments should be considered for vacation back to adjacent property owners.

The ROW is located south of 3rd Street SE and north of the Burlington Northern Railroad and consists of a 50 foot by 60 foot area. The total area of ROW proposed for vacation is 3,000 (+/-) square feet. The ROW is adjacent to Parcel No. 2149800305 on the north side, Parcel No. 2149800302 on the south side, Parcel No. 2149800284 on the west side and Parcel No. 2149800306 on the east side.

See the attached map.

Proposal:

The City proposes to vacate the above described right-of-way as it is not needed for public road purposes.

Applicable Policies & Regulations:

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

Public Benefit:

- The street vacation decreases potential right-of-way maintenance obligation and liability of the City.
- The vacated area will be subject to property taxes.

Discussion:

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

1. Puget Sound Energy (PSE) – PSE received the City's request for comments regarding the proposed street right-of-way vacation. PSE was unable to determine if they have existing facilities in the proposed vacation area and stated that they would pursue their own easements if needed in the future.
2. Comcast – Comcast has no objection to the proposed vacation and does not require an easement.
3. CenturyLink – CenturyLink has not facilities on or in the area being requested for vacation and does not required an easement.
4. Water – The City does not require an easement be reserved for water facilities.

5. Sewer – The City does not require an easement be reserved for sewer facilities.
6. Storm – The City does not require an easement be reserved for storm facilities.
7. Transportation – No comments.
8. Planning – No comments.
9. Fire – The area proposed for vacation that is currently being used as a road and access to Parcel No. 2149800302 on the south side of the ROW will need to be maintained as such after vacation. The current access to this parcel does not meet current code for fire apparatus access turnaround requirements. As such the area currently being used as a road and access may not become any smaller than it currently is.
10. Police – No comments.
11. Streets – No comments.
12. Construction –No comments.

Assessed Value:

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

The City Engineer has not required an appraisal for the value of this right-of-way since the right-of-way vacation is being initiated by the City. Additionally the right-of-way was dedicated to the City at no cost and the City has never maintained or opened the right-of-way for public use.

Recommendation:

Staff recommends that the street vacation be granted with no conditions.

ROW Vacation #V1-17 1412 3rd Street SE

Printed Date: 2/6/2018
Map Created by City of Auburn eGIS
Imagery Date: May 2015



192.3 0 96.2 192.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

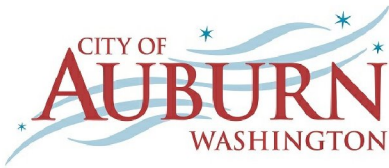
1 in = 96 ft

1:1,154

Page 98 of 122



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. 5345 (Faber)

Date:

February 14, 2018

Department:

Parks/Art and Recreation

Attachments:

[Res 5345](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Arts Commission Recommendation

Background Summary:

In the spring of 2017, the City of Auburn started the process of selecting and commissioning an artist to create an "Iconic Public Artwork" for the new park area of Les Gove Park that fronts Auburn Way South. The budget for this public art project is \$125,000 and is part of the CIP budget, inclusive of design, fabrication, installation, travel and WA sales tax.

An Iconic Public Art Sub-Committee was convened that included individuals from the Arts Commission and Park Board, as well as the White River Valley Museum Director and a member of the landscape architect firm, The Berger Partnership. Staff from the Parks, Arts & Recreation Department and the Community Development & Public Works Department provided guidance to the sub-committee. The sub-committee determined the goals and required qualifications to include in the call to artists and the outlined the initial selection process. The call to artists was created and promoted in partnership with 4Culture, seeking applications from artists in Washington and Oregon with a submission deadline of May 24, 2017. There were 34 artist or artist group applications received from the call. After thorough review and evaluation by the sub-committee, two finalists were selected to write proposals and present to the sub-committee on June 29, 2017.

Of the two artists, Peter Reiquam was selected by the Iconic Public Art Sub-Committee and after a second presentation of three concept designs on July 27, the sub-committee approved a design and forward their recommendation onto the Arts Commission for consideration. The Arts Commission reviewed the design on August 8, 2017 and voted to move the design forward. However, after receiving feedback from the Arts Commission following their August meeting, the design was discussed further at the Arts Commission meeting in September. Due to mixed feelings on the design, the Arts Commission voted again to bring the design back to the sub-committee, and recommended further concept sketches from the artist that might suit the site of Les Gove Park better. On November 8, Reiquam presented another round of eight rough concept sketches to the sub-committee. The Iconic Public Art Sub-Committee voted to forward their recommendation of Reiquam's "Crow With Fries" design on to the Arts Commission for review at the December 2017 Arts

Commission meeting. The Arts Commission voted to approve the design at their December 2017 meeting and asked for the design to be forwarded on to the Auburn City Council for final consideration.

Reviewed by Council Committees:

Councilmember:

Staff:

Faber

Meeting Date: February 20, 2018

Item Number:

RES.B

RESOLUTION NO. 5345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH PETER REIQUAM TO DESIGN, FABRICATE, AND INSTALL A PUBLIC ART PIECE INTO THE DESIGN OF LES GOVE PARK IN CONFORMITY WITH THE ICONIC PUBLIC ARTWORK FOR LES GOVE PARK ART PROCESS

WHEREAS, the City of Auburn is working on amenities for Les Gove Park; and

WHEREAS, in connection therewith, working with members of City boards and commissions and other professionals, the City has developed an ICONIC PUBLIC ARTWORK for Les Gove Park project, detailing goals, priorities, review and approval processes; and

WHEREAS, as a part of the ICONIC PUBLIC ARTWORK for Les Gove Park project, the City has selected and desires to contract with Artist Peter Reiquam to design, build and install artwork for this site; and

WHEREAS, also as a part of the ICONIC PUBLIC ARTWORK for Les Gove Park project, the art work is to be a design component of Les Gove Park, requiring coordination between the Artist and the City's Landscape Architects.

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

Section 1. The Mayor of the City of Auburn is hereby authorized to negotiate and enter into a professional service agreement up to but not exceeding \$125,000 with Peter Reiquam to design, fabricate, and install public art work in Les Gove Park, pursuant to and in conformity with the ICONIC PUBLIC ARTWORK for Les Gove Park project.

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

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

SIGNED and DATED this _____ day of _____, 2018.

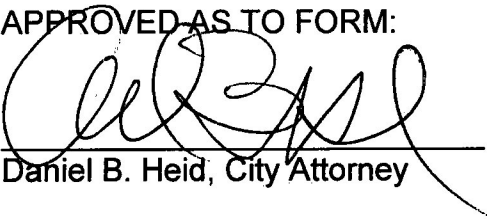
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5347 (Faber)

Date:

February 14, 2018

Department:

Parks/Art and Recreation

Attachments:

[Res 5347 and Easement Relinquishment](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Resolution to Execute Use Agreement

Background Summary:

In February 2013, the City adopted Resolution No. 4905 which authorized the City to enter into an Interlocal Agreement with King County and the King County Flood Control District for easements associated with the Reddington Levee Extension and Setback Project. Pursuant to the Interlocal Agreement, the City granted a Flood Protection Easement to King County, which granted King County perpetual easement for flood protection purposes. A portion of the easement area is located on a portion of Brannan Park, which was purchased by the City in 1971 with grant funds from The Washington Recreation and Conservation Office (RCO). The RCO has determined that the granting of real property interest in the form of a Flood Control Easement triggers a land conversion requirement, while a Use Agreement does not amount to granting of real property interest running with the land in perpetuity. Therefore, a Use Agreement to provide King County access to the area in perpetuity for the purposes of maintaining the flood control structure would not trigger a land conversion requirement.

Park staff has determined that prior to the Reddington Levee Setback Project, the area of land at Brannan Park that was subject to the "take" to accommodate the levee setback project was comprised of Open Space along the Green River. Since the levee was setback from the Green River, the area of "take" remains as Open Space, which still provides access to the river. An element of the Reddington Levee Setback Project was a 1.7 mile paved trail along the top of the levee, which resulted in a substantial improvement to the recreational value of the area.

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

Faber

Meeting Date: February 20, 2018

Item Number:

RES.C

RESOLUTION NO. 5347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR RELINQUISHMENT AND QUITCLAIM OF EASEMENT RIGHTS, INCLUDING A USE AGREEMENT WITH KING COUNTY FOR A PORTION OF BRANNAN PARK, ALL RELATED TO BRANNAN PARK

WHEREAS, on February 19, 2013, the City adopted Resolution No. 4905 which authorized the City to enter into an Interlocal Agreement with King County and the King County Flood Control Zone District for easements associated with the Reddington Levee Extension and Setback Project; and

WHEREAS, pursuant to the Interlocal Agreement, the City, on April 24, 2013, granted a Flood Protection Easement to King County which granted King County a perpetual easement for flood protection purposes; and

WHEREAS, a portion of the Flood Protection Easement area is located on a portion of Brannan Park, a municipal park purchased by the City in 1971 with funds from the predecessor in interest to the State of Washington Recreation and Conservation Office (RCO); and

WHEREAS, the City is responsible for complying with the terms and conditions of the 1971 RCO project agreement and grant program requirements; and

WHEREAS, RCO has determined that the grant of a real property interest in the form of Flood Control Easement has triggered a conversion requirement; and

WHEREAS, RCO has also determined that a Use Agreement that does not amount to grant of a real property interest running with the land in perpetuity would not trigger such a conversion requirement; and

WHEREAS, to resolve the issue and to carry out the intent of the 2013 Flood Control Zone District Interlocal Agreement, King County agrees to relinquish and quitclaim its rights under the Easement back to the City in return for the City agreeing to enter into a Use Agreement with King County for flood protection purposes.

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 documents reflecting agreement between the City and King County providing for easement, use and flood protection purposes for and related to Brannan Park, including Relinquishment and Quitclaim of Easement Rights, as well as a Use Agreement with King County for a portion of Brannan Park, which agreement documents shall be in substantial conformity with the documents attached hereto, collectively marked as Attachment "I" 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 _____, 2018.

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

AFTER RECORDING RETURN TO:
King County Real Estate Services Section
500 Fourth Avenue, Suite 830
Seattle, WA 98104

Reference No: 20140425000455,
Relinquishor of Easement Rights: KING COUNTY, a political subdivision of the State of Washington
Property Owner: City of Auburn, a Washington Municipal Corporation
Tax ID No: 000100-0081

RELINQUISHMENT AND QUITCLAIM OF EASEMENT RIGHTS

This Relinquishment and Quitclaim of Easement Rights is made by King County, a political subdivision of the State of Washington ("King County" or "Relinquishor") in favor of the City of Auburn, a Washington municipal corporation, ("City") (collectively referred to herein as the "Parties").

RECITALS

A. King County, the Relinquishor herein, is the Grantee of a Flood Protection Easement adjacent to the Green River in the City of Auburn, in King County, Washington, recorded under Auditors File number 20140425000455 (the "Easement") and granted by the City of Auburn ("Grantor"). The property that is subject to the Easement is identified in Exhibit A to the Easement, the Easement area is described in Exhibit B to the Easement, and the Easement area is depicted in Exhibit C to the Easement ("Easement Area"). Each of these Exhibits is attached hereto and incorporated herein by this reference.

B. The City of Auburn is the owner of the underlying fee interest of the Property described in Exhibit A and is the Grantor of the Easement. The Property functions as a City of Auburn municipal park called "Brannan Park", and the park was purchased by the City in 1971 with funds from the predecessor in interest to the State of Washington Recreation and Conservation Office ("RCO"). The City is responsible for complying with the terms and conditions of the RCO project agreement and grant program requirements.

C. The Easement granted King County a perpetual easement for the purposes of (1) accessing and constructing, inspecting, monitoring, reconstructing, maintaining and repairing river bank protection, levees and/or other flood related works, including installing, inspecting and maintaining all vegetation and any other appurtenances thereto, (2) constructing, reconstructing, repairing, maintaining, locating and relocating utilities and stormwater facilities or improvements, and (3) constructing, reconstructing,

repairing, maintaining, locating and relocating trail improvements across, in, under, on, over and upon the Easement Area.

D. RCO has determined that the grant of the real property interest in the form of the Easement has triggered a conversion requirement with respect to the Easement Area, but that a use agreement that does not amount to a grant of a real property interest running with the land in perpetuity would not trigger such conversion requirement.

E. King County is agreeable to relinquishing and quitclaiming its rights under the Easement back to the City of Auburn, in exchange for the City agreeing to enter into a use agreement with King County for access to and use of the Easement Area for flood protection purposes. The City of Auburn is agreeable to accepting the relinquishment and quitclaim of easement rights and to entering into a use agreement for the Easement Area, substantially in the form of the Use Agreement attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the mutual benefits described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, King County hereby agrees that right, title and interest in the Easement is to be relinquished and quitclaimed to the City of Auburn and terminated under the following terms and conditions.

1. The Recitals above are hereby incorporated herein and made a part hereof.
2. King County hereby relinquishes and quitclaims all right, title and interest in the Easement recorded under Auditor's File Numbers 20140425000455 to the City of Auburn, upon execution by both Parties of the Use Agreement, substantially in the form of that attached hereto as Exhibit D.
3. The City of Auburn, as the fee owner of the Easement Area, hereby accepts and approves the relinquishment and quitclaim by King County of all King County's right, title and interest in the Easement to the City of Auburn, and hereby consents to the termination of any and all obligations and rights of the City of Auburn, and any and all obligations and rights of King County, under the terms of the Easement, upon execution of the Use Agreement, substantially in the form of that attached hereto as Exhibit D.
4. The City of Auburn (the City herein) shall, on or before _____[date], sign a Use Agreement, substantially in the form of that attached hereto as Exhibit D, for the area owned by the City that is necessary for King County to meet its flood protection purposes.
5. The Parties agree that this Relinquishment and Quitclaim of Easement Rights shall not be recorded until the Use Agreement, as referred to in Paragraphs 2, 3, and 4 above, is fully executed.

This Relinquishment and Quitclaim of Easement Rights shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of King County and the City of Auburn.

DATED this _____ day of _____, 201__.

KING COUNTY, WASHINGTON

APPROVED AS TO FORM:

(name)
Real Estate Services Division

Senior Deputy Prosecuting Attorney

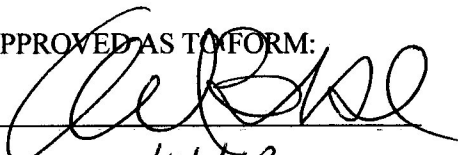
DATED: _____

DATED: _____

CITY OF AUBURN

APPROVED AS TO FORM:

DATED: _____


DATED: 2/14/18

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

I certify that _____, signed this instrument, and on oath stated that _____ was authorized by the King County Executive to execute the instrument, and acknowledged it as the Manager of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 201__.

NOTARY PUBLIC in and for the State of Washington,
residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

I certify that _____, of the City of Auburn, a Washington municipal corporation, executed the within and foregoing instrument, and acknowledge said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned; and on oath stated that he was qualified and acting on behalf of the City of Auburn and was authorized to execute said instrument on behalf of the City of Auburn.

Dated this _____ day of _____, 201__.

NOTARY PUBLIC in and for the State of Washington,
residing at: _____
My appointment expires: _____

EXHIBIT A

PROPERTY SUBJECT TO THE EASEMENT

LEGAL DESCRIPTION

That portion of the William H. Brannan Donation Land Claim No. 37, in Section 6, Township 21 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at a point South 0°59'00" East 157.60 feet from the Northwest corner of said donation claim;
Thence North 89°19'00" East 1,117.00 feet to the true point of beginning;
Thence North 89°19'00" East 1083.10 feet to the West bank of the Green River (formerly "White River");
Thence along said West bank South 17°24'00" West 59.50 feet;
Thence South 6°48'00" West 242.70 feet;
Thence South 1°25'00" West 184.50 feet;
Thence South 17° 53'00" East 153.10 feet;
Thence South 6°28'00" East 260.00 feet;
Thence South 12°25'00" East 298.90 feet;
Thence South 89°19'00" West 1,148.30 feet, more or less, to a point from which the true pint of beginning bears North 0°59'00" West;
Thence North 0°59' 00" West 1,183.69 feet, more or less, to the true point of beginning;

Except those portions thereof conveyed to King County for John Reddington Co. Road by deeds recorded under Auditor's file numbers 2776025 and 2776026;

And, except portion, if any, lying within 26th Street Northeast (Also known as South 303rd Street);

And except that portion described as follows:

Commencing at the Northwest corner of said Donation Claim No. 37;
Thence North 89°19' East along the North line thereof, 1,117 feet;
Thence South 0°59' East, parallel to the West line thereof, 728.6 feet to the point of beginning;
Thence South 0°59' East 612.27 feet;
Thence North 89°17'14" East 505 feet;
Thence Westerly along a curve to the right, the radius of which is equal to 538.42 feet through a central angle of 10°42'23", a distance of 100.61 feet;
Thence South 89°19' West 220 feet;
Thence westerly along a curve to the left, the radius of which is equal to 336.345 feet through a central angle of 13°33'51" a distance of 79.63 feet;
Thence South 75°45'09" West 9.505 feet;
Thence westerly along a curve to the right, the radius of which is equal to 336.345 feet through a central angle of 13°33'51" a distance of 79.63 feet;

Thence South $89^{\circ}19'$ West 10.00 feet to the point of beginning. (Being known as Great Western Addition Division No. I)

And being the same as described in Warranty Deed recorded under Recording Number 7111010246, records of King County.

EXHIBIT B

EASEMENT AREA

All that portion of the above described Exhibit "A", located in the Southeast Quarter of Section 6, Township 21 North, Range 5 East, Willamette Meridian, King County, Washington, lying easterly of the following described line:

Commencing at engineers station 0+00.00 point on the Levee Alignment Survey recorded under Recording Number 20121017900001, Records of King County;

Thence N11°03'14"W a distance of 13.24 feet to the beginning of a curve concave to the southwest the radius point of which bears S78°56'46"W, 37.90 feet distant;

Thence along said curve through a delta angle of 48°56'36" a distance of 32.38 feet to a point on the easterly boundary line of the property described in Exhibit "A," at engineers station 0+45.62 on said Levee Alignment Survey and the TRUE POINT OF BEGINNING;

Thence continuing along said curve through a delta angle of 09°05'35" a distance of 6.01 feet;

Thence N69°05'25"W a distance of 97.06 feet to the beginning of a curve concave to the northeast the radius point of which bears N20°54'35"E, 112.50 feet distant;

thence along said curve through a delta angle of 69°56'48" a distance of 137.34 feet;

Thence N02°53'41"E a distance of 186.69 feet to the beginning of a curve concave to the west the radius point of which bears S89°36'42"W, 659.86 feet distant;

Thence along said curve through a delta angle of 08°50'56" a distance of 101.91 feet;

Thence N12°31'14"W a distance of 256.63 feet to the beginning of a curve concave to the east the radius

point of which bears N 78°23'02" E, 315.34 feet distant;

Thence along said curve through a delta angle of 20°21'52" a distance of 112.08 feet;

Thence N07°49'02"E a distance of 239.99 feet to the beginning of a curve concave to the east the radius point of which bears S 84°10'18" E, 117.61 feet distant;

Thence along said curve through a delta angle of 14°19'40" a distance of 29.41 feet;

Thence N16°58'24"E a distance of 66.40 feet;

Thence N17°52'31"E a distance of 15.99 feet to a point on the north line of the property described in Exhibit "A," opposite engineers station 12+95.42 on said Levee Alignment Survey and 0.93 feet easterly measured at right angles therefrom, and the TERMINUS OF THIS LINE.

Containing 130,031 square feet (2.99 acres).

Note: Basis of bearings for this Exhibit B description is Record of Survey filed under Recording Number 20121017900001.

EXHIBIT C

EASEMENT DIAGRAM

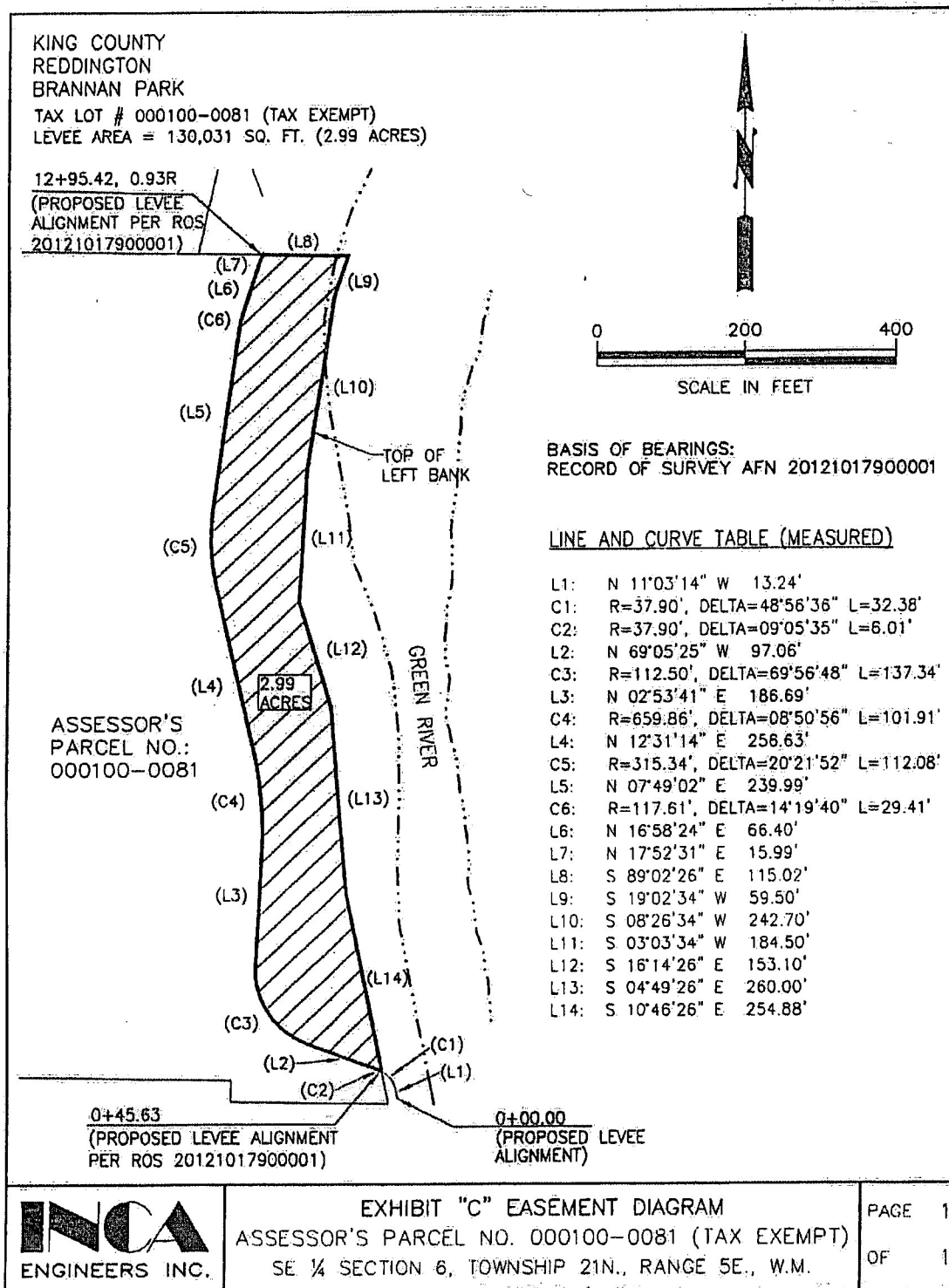


EXHIBIT D

USE AGREEMENT

USE AGREEMENT FOR PORTION OF BRANNAN PARK

The City of Auburn, a municipal corporation of the State of Washington ("City"), as owner of the property legally described in Exhibit 1, attached hereto and incorporated herein by this reference ("Property"), hereby enters into this Use Agreement for Portion of Brannan Park ("Use Agreement") with King County, a political subdivision of the State of Washington, whereby King County is granted the right to use of a portion of the Property, as described in Exhibit 2 and depicted in Exhibit 3, attached hereto and incorporated herein by this reference ("Use Area"), for river protection purposes, as more fully specified herein.

Recitals:

- A. Brannan Park, a municipal park owned and operated by the City for park recreation purposes, is adjacent to the Green River and has been threatened by flooding when the river reaches flood stages.
- B. King County, as service provider to the King County Flood Control District ("District") has constructed through District funding a flood protection facility along a portion of the Green River, called the Reddington Setback Levee Project ("Project").
- C. A portion of the Project has been built in the Use Area, and provides enhanced flood protection to Brannan Park and other portions of the City.
- D. In order to operate, maintain and repair the Project, King County needs access to the Use Area to engage in the activities described in Paragraph 2 below.
- E. Upon the completion of construction of the Project, grass and landscaping in the Use Area were installed, such that a compatible use with other Brannan Park grassed and landscaped areas has been achieved.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City as the owner of the Property and King County as the entity responsible for the Project, hereby agree as follows:

- 1. The Recitals above are hereby incorporated herein and made a part hereof.
- 2. The City grants King County the right to use the Use Area for the purposes of (a) accessing and constructing, inspecting, monitoring, reconstructing, maintaining and repairing river bank protection, levees and/or other flood related works, including installing, inspecting and maintaining all vegetation and any other appurtenances thereto, (b) constructing, reconstructing, repairing, maintaining, locating and relocating utilities and stormwater facilities or improvements, and (c)

constructing, reconstructing, repairing, maintaining, locating and relocating trail improvements across, in, under, on, over and upon the Use Area.

3. Upon undertaking any of the actions provided for in Paragraph 2 above, the County shall return the area impacted by such activities to the prior grassed and landscaped condition, provided that such restorative measures can be reasonably undertaken without compromising the flood protection features of the Project.
4. King County shall have reasonable ingress and egress upon the Property to access the Use Area.
5. King County shall have the right at such time as may be necessary and in the exercise of its reasonable discretion, to enter upon the Property and to have unimpeded access to, in and through the Use Area for the purposes of undertaking the activities described in Paragraphs 2, 3, and 4 above.
6. The City agrees not to plant non-native vegetation within the Use Area and not to remove or otherwise alter any improvements installed by the County, including any native vegetation that maybe planted and any flood protection works that may be constructed, within the Use Area, without obtaining the prior approval of the County.
7. For the purposes of this Use Agreement, the term “native vegetation” shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.
8. Neither the City nor the County under the terms of this Use Agreement are obligated to future maintenance, repair or other action related to the Project. This Use Agreement and/or any flood related works constructed or to be constructed within the Use Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to the City and the County by any state statute, including Chapters 86.12 and 86.15 of the Revised Code of Washington, or as otherwise granted or provided for by law.
9. This Use Agreement is of indefinite duration, and may only be terminated by the City upon written notice being delivered to the County at least sixty (60) days prior the termination date on the basis that the County has breached the terms of this Use Agreement. If the breach is curable, the County may cure the breach within the 60 day period and provide notice of such cure within the 60 day period.

The Parties agree to engage in arbitration before undertaking any litigation with regard to the terms of this Use Agreement or its breach.

10. The rights, conditions, and provisions of this Use Agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of the City and the County.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the _____ day of _____, 201____.

KING COUNTY, WASHINGTON

APPROVED AS TO FORM:

DATED: _____

DATED: _____

CITY OF AUBURN

APPROVED AS TO FORM:

DATED: _____

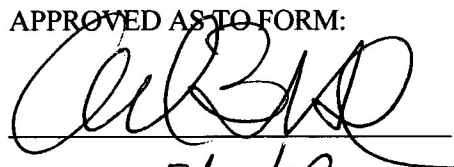

DATED: 2/14/18

EXHIBIT 1

PROPERTY SUBJECT TO THE USE AGREEMENT

LEGAL DESCRIPTION

That portion of the William H. Brannan Donation Land Claim No. 37, in Section 6, Township 21 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at a point South 0°59'00" East 157.60 feet from the Northwest corner of said donation claim;
Thence North 89°19'00" East 1,117.00 feet to the true point of beginning;
Thence North 89°19'00" East 1083.10 feet to the West bank of the Green River (formerly "White River");
Thence along said West bank South 17°24'00" West 59.50 feet;
Thence South 6°48'00" West 242.70 feet;
Thence South 1°25'00" West 184.50 feet;
Thence South 17° 53'00" East 153.10 feet;
Thence South 6°28'00" East 260.00 feet;
Thence South 12°25'00" East 298.90 feet;
Thence South 89°19'00" West 1,148.30 feet, more or less, to a point from which the true pint of beginning bears North 0°59'00" West;
Thence North 0°59' 00" West 1,183.69 feet, more or less, to the true point of beginning;

Except those portions thereof conveyed to King County for John Reddington Co. Road by deeds recorded under Auditor's file numbers 2776025 and 2776026;

And, except portion, if any, lying within 26th Street Northeast (Also known as South 303rd Street);

And except that portion described as follows:

Commencing at the Northwest corner of said Donation Claim No. 37;
Thence North 89°19' East along the North line thereof, 1,117 feet;
Thence South 0°59' East, parallel to the West line thereof, 728.6 feet to the point of beginning;
Thence South 0°59' East 612.27 feet;
Thence North 89°17'14" East 505 feet;
Thence Westerly along a curve to the right, the radius of which is equal to 538.42 feet through a central angle of 10°42'23", a distance of 100.61 feet;
Thence South 89°19' West 220 feet;
Thence westerly along a curve to the left, the radius of which is equal to 336.345 feet through a central angle of 13°33'51" a distance of 79.63 feet;
Thence South 75°45'09" West 9.505 feet;

Thence westerly along a curve to the right, the radius of which is equal to 336.345 feet through a central angle of $13^{\circ}33'51''$ a distance of 79.63 feet;
Thence South $89^{\circ}19'$ West 10.00 feet to the point of beginning. (Being known as Great Western Addition Division No. I)
And being the same as described in Warranty Deed recorded under Recording Number 7111010246, records of King County.

EXHIBIT 2

RIGHT TO USE AREA

All that portion of the above described Exhibit "1", located in the Southeast Quarter of Section 6, Township 21 North, Range 5 East, Willamette Meridian, King County, Washington, lying easterly of the following described line:

Commencing at engineers station 0+00.00 point on the Levee Alignment Survey recorded under Recording Number 20121017900001, Records of King County;

Thence N11°03'14"W a distance of 13.24 feet to the beginning of a curve concave to the southwest the radius point of which bears S78°56'46"W, 37.90 feet distant;

Thence along said curve through a delta angle of 48°56'36" a distance of 32.38 feet to a point on the easterly boundary line of the property described in Exhibit "1," at engineers station 0+45.62 on said Levee Alignment Survey and the TRUE POINT OF BEGINNING;

Thence continuing along said curve through a delta angle of 09°05'35" a distance of 6.01 feet;

Thence N69°05'25"W a distance of 97.06 feet to the beginning of a curve concave to the northeast the radius point of which bears N20°54'35"E, 112.50 feet distant;

thence along said curve through a delta angle of 69°56'48" a distance of 137.34 feet;

Thence N02°53'41"E a distance of 186.69 feet to the beginning of a curve concave to the west the radius point of which bears S89°36'42"W, 659.86 feet distant;

Thence along said curve through a delta angle of 08°50'56" a distance of 101.91 feet;

Thence N12°31'14"W a distance of 256.63 feet to the beginning of a curve concave to the east the radius

point of which bears N 78°23'02" E, 315.34 feet distant;

Thence along said curve through a delta angle of 20°21'52" a distance of 112.08 feet;

Thence N07°49'02"E a distance of 239.99 feet to the beginning of a curve concave to the east the radius point of which bears S 84°10'18" E, 117.61 feet distant;

Thence along said curve through a delta angle of 14°19'40" a distance of 29.41 feet;

Thence N16°58'24"E a distance of 66.40 feet;

Thence N17°52'31"E a distance of 15.99 feet to a point on the north line of the property described in Exhibit "1," opposite engineers station 12+95.42 on said Levee Alignment Survey and 0.93 feet easterly measured at right angles therefrom, and the TERMINUS OF THIS LINE.

Containing 130,031 square feet (2.99 acres).

Note: Basis of bearings for this Exhibit 2 description is Record of Survey filed under Recording Number 20121017900001.

EXHIBIT 3

DIAGRAM OF RIGHT TO USE AREA

