

**City Council Meeting
February 16, 2016 - 7:00 PM
Auburn City Hall
AGENDA**

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

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

I. CALL TO ORDER

A. **Pledge of Allegiance**

B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. **Public Hearings**

1. **Moratorium on Marijuana/Cannabis Related Businesses and Uses*
(Heid)**

City Council to conduct a public hearing to receive public comments and suggestions with regard to the moratorium on the allowance, acceptance or processing of applications for business licenses and other licenses, permits and approvals for marijuana/cannabis related business and uses

(RECOMMENDED ACTION: City Council conduct the public hearing.)

B. **Audience Participation**

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

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 1, 2016 Meeting***
- B. **Minutes of the January 25, 2016 Special Meeting***
- C. **Minutes of the October 29-30, 2015 Special City Council Meeting***
- D. **Claims Vouchers (Coleman)**
Claims voucher numbers 437349 through 437533 in the amount of \$2,588,573.43 and five wire transfers in the amount of \$537,699.18 and dated February 16, 2016.
- E. **Payroll Vouchers (Coleman)**
Payroll check numbers 536226 through 536260 in the amount of \$566,172.02 and electronic deposit transmissions in the amount of \$1,408,021.39 for a grand total of \$1,974,193.41 for the period covering January 28, 2016 to February 10, 2016.
- F. **Public Works Project No. CP1414* (Snyder)**
City Council approve Final Pay Estimate No. 7 to Contract No. 15-10 in the amount of \$21,232.18 and accept construction of Project No. CP1414, 2015 Local Street Reconstruction Project.

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

- A. **Ordinance No. 6587, Second Reading* (Coleman)**
An Ordinance of the City Council of the City of Auburn, Washington, authorizing the issuance of a Limited Tax General Obligation Refunding Bond of the City in the principal amount of not to exceed \$4,000,000 for the purpose of refunding certain outstanding Limited Tax General Obligation Bonds of the City; providing the form of the bond; and authorizing the sale of the bond

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6587.)

- B. **Ordinance No. 6588, Second Reading* (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 2016

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6588.)

XI. RESOLUTIONS

- A. **Resolution No. 5198* (Snyder)**
A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the renewal of Franchise Agreement No. 10-23 and

amendment of Ordinance No. 6344 with New Cingular Wireless PCS, LLC

(RECOMMENDED ACTION: City Council adopt Resolution No. 5198.)

B. Resolution No. 5201* (Haugan)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and Valley Regional Fire Authority for GIS services

(RECOMMENDED ACTION: City Council adopt Resolution No. 5201.)

C. Resolution No. 5209* (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a third amendment to the Transit Service Direct Financial Partnership Agreement between the City of Auburn, King County and Pierce County Public Transit Benefit Authority (Pierce Transit)

(RECOMMENDED ACTION: City Council adopt Resolution No. 5209.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

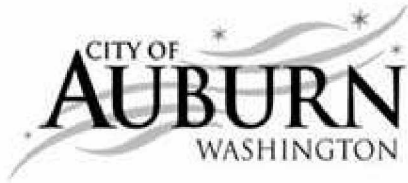
A. From the Council

B. From the Mayor

XIII. ADJOURNMENT

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Moratorium on Marijuana/Cannabis Related Businesses and Uses

Date:

February 10, 2016

Department:

City Attorney

Attachments:

[Resolution No. 5194](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to conduct the required public hearing.

Background Summary:

On January 4, 2016, the City Council passed Resolution No. 5194, establishing a moratorium on marijuana related businesses and uses. The moratorium resolution provided, pursuant to statute, a public hearing, which public hearing was scheduled for February 16, 2016. This resolution included a work plan which, pursuant to the authority of the state statute, was set for a term of one year, it could be amended, extended or terminated by the City Council.

The reason for the moratorium was because the City Council needs that time to look at the factors involved in more marijuana related business because of (in light of) certain changes implemented by the Washington State Liquor and Cannabis Board stemming from recent enactments of the Washington State Legislature.

Initially, following voter approval of Initiative Number 502 (I-502), the limitation on the number of marijuana retail businesses was established for jurisdictions across the state, which included a maximum of two retail marijuana establishments for the city of Auburn. Pursuant to the expanded authority of recent legislative action, the Liquor and Cannabis Board advised the city it would be increasing that number for the City of Auburn (as it was also doing for other cities across the state).

Curiously, the letter advising cities of this change notified cities that they may need to impose moratoria if they wish to take steps to control the number of retail marijuana establishments. However, the city has been advised by the Liquor and Cannabis Board that it will not recognize moratoria. It is unknown whether this was directed specifically at the City of Auburn or more generally to other cities in this state.

Not only in light of the expanded authority of the Liquor and Cannabis Board but also in light of the potential increase in the number of retail marijuana establishments, staff felt it was appropriate that the City Council implement a moratorium until the City could determine how it should approach marijuana business issues in light of the changing landscape.

The public hearing scheduled for February 16, 2016, is to receive comments from the public regarding the moratorium and to get the City Council a sense of where the community may be with respect to the issues involved.

Reviewed by Council Committees:

Councilmember:

Staff: Heid

Meeting Date: February 16, 2016

Item Number: PH.1

RESOLUTION NO. 5194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ESTABLISHING A MORATORIUM ON THE ALLOWANCE, ACCEPTANCE OR PROCESSING OF APPLICATIONS FOR BUSINESS LICENSES AND OTHER LICENSES, PERMITS AND APPROVALS FOR MARIJUANA/CANNABIS RELATED BUSINESSES AND USES

WHEREAS, Initiative Measure No. 502 (1-502), approved by the voters of Washington State on November 6, 2012, legalized the production, sale and use of marijuana products purchased from State licensed stores for adults age twenty-one (21) and over; and

WHEREAS, I-502 Section 4 (3) allows the Washington State Liquor Control Board [aka the Liquor and Cannabis Board] to license marijuana retailers to sell usable marijuana and marijuana-infused products at retail in retail outlets; and

WHEREAS, 1-502 Section 13 limited the number of retail outlets to be licensed in each county for the purpose of making usable marijuana and marijuana-infused products available for sale to adults twenty-one (21) years of age or over, which initial limitation was applied to Auburn as restricting the number of retail outlets to two (2) such businesses for the City of Auburn; and

WHEREAS, on September 2, 2014 the Auburn City Council adopted Ordinance 6525, related to the state regulation of production, processing and/or retail outlets and sales of marijuana; and

WHEREAS, Second Engrossed Substitute House Bill 2136 and Senate Bill 5052 revised state requirements for state marijuana regulations; and

WHEREAS, the Liquor and Cannabis Board issued a letter on September 23, 2015, stating that the Board be allowing additional retail stores, increasing the number of stores beyond the initial limitation on the number of licensed retail stores; and

WHEREAS, the Liquor and Cannabis Board also advised that local jurisdictions may choose to promulgate rules or ordinances that address concerns about the increase in the number of retail stores; and

WHEREAS, the Auburn City Code does not currently have specific provisions addressing the number of allowed marijuana retail locations; and

WHEREAS, sections 35A.63.220 and 36.70A.390 of the Revised Code of Washington (RCW) authorize the City Council to adopt an immediate moratorium for a period of up to twelve (12) months if a public hearing on the proposal is held within at least sixty (60) days of its adoption and a work plan is developed for related studies providing for the moratorium period; and

WHEREAS, the City Council desires to impose an immediate twelve (12) month moratorium on the acceptance of any permit application or business license or application for the siting, location or operation of any new marijuana retailers; and

WHEREAS, the City Council anticipates that it can develop and adopt appropriate controls for marijuana retail facilities prior to the expiration of the moratorium enacted hereby; and

WHEREAS, in the event permanent regulations are adopted prior to the expiration of the 12 month moratorium established by this Resolution, this Resolution may be repealed, terminating the moratorium.

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

Section 1. FINDINGS. The above "Whereas" paragraphs constitute findings of fact in support of the moratorium established by this Resolution and said findings are fully incorporated into this Resolution.

Section 2. MORATORIUM. Pursuant to the provisions of sections 35A.63.220 and 36.70A.390 RCW, the moratorium established by this Resolution prohibits the

acceptance of any applications for business licenses or permits, or any applications for the siting, location land use permits or operation of any new marijuana retailers in the City of Auburn. This moratorium shall not prohibit the operation of retail marijuana businesses which lawfully exist in the City under State law and/or City Ordinances prior to the effective date of this Resolution and shall not preclude renewal of existing licenses for businesses which continue to be in lawful operation at the time of such renewal.

Section 3 **TERM OF MORATORIUM.** The moratorium imposed by this Resolution shall become effective on the date hereof, and shall continue in effect for an initial period of one year, unless repealed, extended or modified by the City Council after subsequent public hearing(s) and entry of appropriate findings of fact pursuant to RCW 35A.63.220, provided that the moratorium shall automatically expire upon the effective date of zoning and land use regulations adopted by the City Council to address the implementation of the State's licensing of any marijuana/cannabis related business to be located in the City of Auburn.

Section 4. **WORK PLAN.** The following work plan is adopted to address the issues involving marijuana/cannabis related business regulations:

A. The City of Auburn Planning Commission shall be authorized and directed to hold public hearings and public meetings to fully receive and consider statements, testimony, positions and other documentation or evidence related to the issue of marijuana/cannabis related businesses, including, but not limited to, regulations related to the number of allowed retail businesses.

B. The Planning Commission and City staff are authorized and directed to review the experiences of other jurisdictions, the status of legal cases, and statistical data, information, studies and other evidence compiled by other municipalities, of adverse impacts of marijuana/cannabis related businesses, and to review State and Federal law and regulations and the regulations, ordinances and codes adopted and implemented by other municipalities to address marijuana/cannabis related business land uses, and any other information that is pertinent to consideration of marijuana/cannabis related businesses, including, but not limited to, regulations related to the number of allowed retail businesses.

C. The City of Auburn Planning Commission shall work with City staff and the citizenry of the City to develop proposals for regulation of marijuana/cannabis related business land uses and zoning considerations, to be forwarded in their recommendations to the City Council for inclusion in

ordinances and ultimate adoption as a part of the City Code of the City of Auburn, including regulations related to the number of allowed retail businesses.

D. The Mayor, in consultation with the City Attorney, Community Development and Public Works Director, the Police Chief and other staff, shall periodically advise and report to the City Council as to the status of hearings, meetings and information development regarding activities of the Planning Commission and City staff relative to the evaluation, consideration and development of regulations related to marijuana/cannabis related business land uses, including, but not limited to, regulations related to the number of allowed retail businesses, with such reports to be scheduled approximately every six (6) months or as appropriate throughout the period of the moratorium and any extensions thereof, until adoption of a comprehensive ordinance as developed, relating to marijuana/cannabis related business land uses becoming effective in conjunction with the termination of the moratorium referred to in this Resolution.

Section 5. PUBLIC HEARING. A public hearing shall be scheduled for 7:00 p.m. or as soon thereafter as the matter may be heard, on the 16th day of February, 2016, in City Council Chambers, 25 West Main Street, Auburn, Washington 98001, to hear and consider the comments and testimony of those wishing to speak at such public hearing regarding the moratorium.

Section 6. RESOLUTION TO BE TRANSMITTED TO STATE. Pursuant to RCW 36.70A.106, a copy of this Resolution shall be transmitted to the Washington State Department of Commerce. A copy of this Resolution shall also be transmitted to the Washington State Liquor and Cannabis Board.

Section 7. SEVERABILITY. If any sections, sentence, clause or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not effect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution or its application to any other person, property or circumstance.

Section 8. ADMINISTRATIVE PROCEDURES. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 9. EFFECTIVE DATE. This Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this 4th day of January, 2016.

CITY OF AUBURN

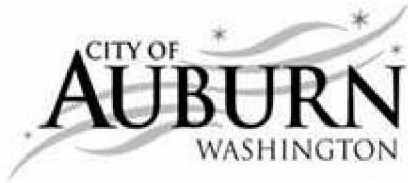
Nancy Backus
NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid
Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 1, 2016 Meeting

Date:

February 10, 2016

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: February 16, 2016

Item Number: CA.A



**City Council Meeting
February 1, 2016 - 7:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

City Councilmembers present: Deputy Mayor Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout, and Rich Wagner.

Department Directors and staff members present included: Finance Director Shelley Coleman, Community Development and Public Works Director Kevin Snyder, Director of Administration Dana Hinman, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Parks, Arts and Recreation Director Daryl Faber, Innovation and Technology Director Paul Haugan, Police Commander Mike Hirman, Assistant City Attorney Doug Ruth and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. MultiCare Health System Presentation

Bill Robertson, President & CEO and Lois Bernstein, Sr. Vice President of Community Health Services

Mr. Bill Robertson, President of MultiCare Health System, spoke about MultiCare's partnership with the City of Auburn and others to be part of a Blue Ribbon Committee with a goal of Auburn as the healthiest city in the state of Washington.

Mayor Backus reported the kickoff meeting for Auburn-the Healthiest City in Washington Blue Ribbon Committee will take place in the next few weeks. The program will be managed by Pat Bailey on behalf of the City of Auburn. Mayor Backus stated it is not acceptable that the life expectancy for residents of South King County is 10-13 years lower than residents of east and north King County. Mayor Backus thanked MultiCare and other members of the Blue Ribbon Committee for their support in building a healthier Auburn.

B. Goodwill Ambassadors Proclamation

Mayor Backus to proclaim Cami Werden, Miss Auburn 2016 and Jaclyn Seifert, Miss Auburn's Outstanding Teen 2016 as "Goodwill Ambassadors for the City of Auburn" during their year of service to the Auburn community.

Mayor Backus read and presented a proclamation designating Miss Auburn 2016 Cami Werden and Miss Auburn's Outstanding Teen 2016 Jaclyn Seifert as "Goodwill Ambassadors for the City of Auburn."

Mayor Backus congratulated each young lady for their accomplishments. Miss Auburn Cami Werden and Miss Auburn's Outstanding Teen Jaclyn Seifert thanked Mayor Backus, the Council, and the community for their support, and each spoke regarding their platform and their gratitude and anticipation to serve as goodwill ambassadors for the City.

III. **APPOINTMENTS**

A. **Appointments to Boards and Commissions**

Mayor and City Council to approve the following Boards and Commission appointments. The appointments are each a three year term and will expire on December 31, 2018:

Airport Board

Sparrow Tang
Gary Gustafson

Auburn Lodging Tax Advisory Board

Andy Cho

Deputy Mayor Wales moved and Councilmember Peloza seconded to confirm the appointment of Sparrow Tang and Gary Gustafson to the Airport Board and Andy Cho to the Auburn Lodging Tax Advisory Board for a three year term expiring December 31, 2018.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. **AGENDA MODIFICATIONS**

There was no change to the agenda.

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

A. **Public Hearings**

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.

Rich Rutkowski, 2554 Forest Ridge Drive SE, Auburn
Mr. Rutkowski introduced himself as a resident of the Forest Ridge neighborhood and presented each Councilmember with a handout labeled "Presentation of Petitions to the Mayor & City Council." Mr. Rutkowski recalled that Ordinance No. 4785 and Resolution No. 2665 provide that access to the two stub streets between the Riverwalk and Forest Ridge neighborhoods shall be gated and barricaded and shall be open for emergencies only. Mr. Rutkowski explained that petitions were circulated in both neighborhoods -- one to open the gates and the other to keep the gates locked. Mr. Rutkowski presented the signed petitions from residents of the Forest Ridge neighborhood. According to Mr. Rutkowski, the majority of those signing the petitions in the Forest Ridge neighborhood request the City Council confirm the previous ordinance and resolution and keep the gates between the two neighborhoods locked and barricaded except for emergencies.

Joe Santamaria, 2309 28th Court SE, Auburn
Mr. Santamaria spoke on behalf of the members of the Riverwalk Homeowners' Association (HOA). Mr. Santamaria presented the signed petitions from residents of the Riverwalk neighborhood. According to Mr. Santamaria, the majority of those signing the petitions in the Riverwalk neighborhood request the City Council confirm the previous ordinance and resolution and keep the gates between the two neighborhoods locked and barricaded except for emergencies to ensure the stability and tranquility of the neighborhoods.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Trout reported on behalf of the Council ad hoc committee that reviews claims and payroll vouchers. Councilmember Trout reported that she and Councilmember DaCorsi reviewed claims and payroll vouchers as presented and described on this evening's Consent Agenda, and the committee recommends their approval.

Deputy Mayor Wales reported on behalf of the Council ad hoc committee on committees. The committee will be reviewing the committee structure and implementing a reporting form for committee work. Deputy Mayor Wales added that she has requested Mayor Backus designate a staff person to assist the committee in completing its work.

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 19, 2016 City Council Meeting
- B. Claims Vouchers (Coleman)
Claims voucher numbers 437183 through 437348 in the amount of \$1,943,037.32 and four wire transfers in the amount of \$164,685.98 and dated February 1, 2016.
- C. Payroll Vouchers (Coleman)
Payroll check numbers 536193 through 536225 in the amount of \$689,429.77 and electronic deposit transmissions in the amount of \$1,387,256.78 for a grand total of \$2,076,686.55 for the period covering January 14, 2016 to January 27, 2016.
- D. Public Works Project No. CP1412 (Snyder)
City Council approve Change Order No. 2 in the amount of \$94,555.44 to Contract No. 15-12 for work on Project No. CP1412 (Auburn Community and Teen Center).

Deputy Mayor Wales moved and Councilmember Baggett seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6587, First Reading (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, authorizing the issuance of a Limited Tax General Obligation Refunding Bond of the City in the principal amount of not to exceed \$4,000,000 for the purpose of refunding certain outstanding Limited Tax General Obligation Bonds of the City; providing the form of the bond; and authorizing the sale of the bond

Deputy Mayor Wales moved and Councilmember Holman seconded to adopt Ordinance No. 6587.

Deputy Mayor Wales reported the ordinance was discussed in a previous study session.

In response to a question from Councilmember DaCorsi regarding legal investments referenced on page 15 of the ordinance document, Bond Counsel Deanna Gregory of Pacifica Law Group explained the language in Section 9 of the ordinance is controlled by both federal and state law. The bond proceeds will be placed in an escrow account and be used solely to pay debt service to pay off the refunded bonds and not be invested in any cost of issuance.

B. Ordinance No. 6588, First Reading (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 2016

Councilmember Holman moved and Deputy Mayor Wales seconded to adopt Ordinance No. 6588.

Councilmember Holman explained the ordinance levies a tax credit against state sales tax for local revitalization financing of public improvements.

XI. RESOLUTIONS

A. Resolution No. 5203 (Faber)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an amendment to the Conservation Futures Interlocal Cooperation Agreement between King County and the City of Auburn for Open Space Acquisition Projects

Deputy Mayor Wales moved and Councilmember Trout seconded to adopt Resolution No. 5203.

Resolution No. 5203 amends the Conservation Futures Interlocal Agreement between the City and King County to allow for allocation of funds for open space acquisition and development beneficial to the campus at Les Gove Park.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5204 (Hinman)
A Resolution of the City Council of the City of Auburn, Washington, approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and the Auburn Tourism Board
Councilmember Pelozo moved and Councilmember DaCorsi seconded to adopt Resolution No. 5204.

Resolution No. 5204 approves allocation of lodging tax dollars as recommended by the Lodging Tax Advisory Committee.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Resolution No. 5207 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to impose a Sales and Use Tax as authorized by RCW 82.14.415 as a credit against State Sales and Use Tax, relating to annexations

Deputy Mayor Wales moved and Councilmember Pelozo seconded to adopt Resolution No. 5207.

Resolution No. 5207 levies a 0.1% sales tax credit against the state sales tax for annexation of the Lea Hill area.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Resolution No. 5208 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept federal grant funds to be administered through the Washington State Department of Transportation

Deputy Mayor Wales moved and Councilmember Trout seconded to adopt Resolution No. 5208.

Deputy Mayor Wales stated the resolution authorizes the Mayor to accept federal grant funds through the Washington State Department of Transportation for streets. The funds will be used for the Lake Tapps Parkway Preservation Project and the 15th Street NW/NE Preservation Project.

Councilmember Wagner stated the funding is an example of the preservation funding allocated through the Puget Sound Regional Council (PSRC) over the years and which the PSRC is considering to reduce. Councilmember Wagner spoke in favor of continuing to use federal funds for street and road preservation.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Wales reported on the work of the Junior City Council, whose members will travel to Washington, DC, in March and attend the National League of Cities Conference. Deputy Mayor Wales also spoke regarding the County Board of Health efforts relating to the Zika virus and vaping regulations.

Councilmember DaCorsi reported on his attendance at the Regional Transit Committee meeting where the Committee voted on its Strategic Plan and received a briefing on service guidelines for the Regional Transit Committee.

Councilmember Holman reported on his attendance at the ribbon cutting ceremony for the Green River College Mel Lindbloom Student Union Building. The new student union building is named for the first president of Green River College, and its construction was funded by the students through a tax on themselves.

Councilmember Pelozo reminded that the National League of Cities prescription drug discount program is available to residents of the City of Auburn. The prescription drug discount card program began in the city in 2009, and in the past six years has provided \$157,000.00 in savings to 7,600 participants. Councilmember Pelozo also reported on his attendance at the Green Duwamish Watershed Advisory Group meeting.

Councilmember Baggett reported on his attendance at the Association of Washington Cities legislative days at the capitol and where Councilmembers had the opportunity to visit with state legislators and convey the City's legislative agenda.

Councilmember Trout reported on her participation in a Domestic Violence Task Force teleconference, where members of the Task Force discussed upcoming agenda items and pending legislation related to firearms surrender.

B. From the Mayor

Mayor Backus reported on her attendance at the U.S. Congress of Mayors where she met with aides for Senator Murray and Congressman Reichert to discuss the legislative priorities of the City, participated as a member of the Veterans Affairs Task Force, and visited the White House and met with President Obama. Mayor Backus also reported on her attendance at the Miss Auburn Scholarship Program, a meeting with Congressman Reichert regarding the General Services Administration's project for a replacement building, and the Sound Transit Board meeting where Mayor Backus made the motion that will reinstate funding for the second parking garage in Auburn. Mayor Backus also reported she attended the Sound Cities Association Executive Board retreat where she was elected president of the Board for the Sound Cities Association for the upcoming year.

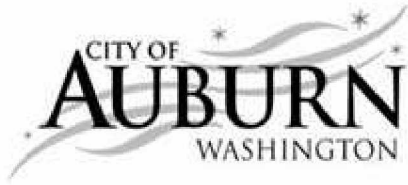
XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:57 p.m.

APPROVED this 16th day of February, 2016.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 25, 2016 Special Meeting

Date:

January 28, 2016

Department:

Administration

Attachments:

[1-25-2016 Special Meeting Minutes](#)

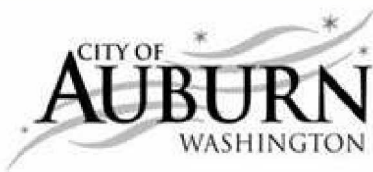
Budget Impact:

\$0

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

Meeting Date: February 16, 2016

Item Number: CA.B



**Special City Council Meeting
January 25, 2016 - 5:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

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

City Councilmembers present: Deputy Mayor Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout and Rich Wagner.

Department directors and staff members present included: City Attorney Daniel B. Heid, Director of Administration Dana Hinman, Community Services Assistant Emily Pearson, Property and Facilities Analyst Josh Arndt, Economic Development Manager Doug Lein, Police Chief Bob Lee, Police Commander Jamie Sidell, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Services Jeff Tate, Planning Services Manager Jeff Dixon, Assistant Director of Public Works Services Randy Bailey, Human Resources and Risk Management Director Rob Roscoe, Finance Director Shelley Coleman, Park, Arts and Recreation Director Daryl Faber, Innovation and Technology Director Paul Haugan and Deputy City Clerk Shawn Campbell.

II. RESOLUTIONS

- A. Resolution No. 5200 (Hinman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute the real estate purchase and sale agreement between the City of Auburn and King County

Director of Administration Dana Hinman, Properties and Facilities Analyst Josh Arndt and Economic Development Manager Doug Lein presented Resolution No. 5200 to Council.

Property and Facilities Analyst Arndt explained the funds budgeted for this property will cover the purchase price and needed repairs. Economic Development Manager Lein stated the building is on both the State of Washington and Federal historical registries.

Deputy Mayor Wales asked how many parking stalls come with the purchase. Economic Development Manager Lein stated there are approximately 20 parking stalls.

Economic Development Manager Lein stated the City has received a grant for \$250,000 for historical preservation on this building. The funds

should cover repairs to the existing floors, removing tenant improvements, fixing windows and roof repairs.

Councilmember Baggett asked how much of the total space is planned to be devoted to the arts center. Economic Development Manager Lein stated at least 50% for the space will be used for the arts center. The City has received many requests for the use of the space.

Mayor Backus thanked Doug Lein, Josh Arndt, Dana Hinman and Daryl Faber for their hard work in acquiring this property. The City has been trying to purchase this building for a long time and through the hard work of staff it has finally happened.

Councilmember Holman moved and Councilmember DaCorsi seconded to adopt Resolution No. 5200.

Councilmember Wagner thanked the County Executive and staff for working with the City to make this property acquisition possible.

MOTION CARRIED UNANIMOUSLY. 7-0

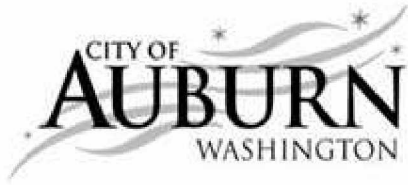
III. **ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 5:39 p.m.

APPROVED this 1st day of February, 2016.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the October 29-30, 2015 Special City Council Meeting

Date:

February 5, 2016

Department:

Administration

Attachments:

[October 29-30, 2016 Special Meeting Minutes](#)

Budget Impact:

\$0

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

Meeting Date: February 16, 2016

Staff:

Item Number: CA.C



**Special City Council Meeting
October 29, 2015 - 8:00 AM
Wesley Homes, 32049 109th Pl SE,
Auburn, WA 98092
MINUTES**

I. CALL TO ORDER

The Auburn City Council met in a special session on October 29 and 30, 2015 in order to conduct a Council Retreat. The session was conducted at Wesley Homes, 32049 109th Pl SE, Auburn. The meeting was called to order at 9:00 a.m. by Mayor Nancy Backus and the following Councilmembers were present: Rich Wagner, Bill Peloza, Yolanda Trout, Wayne Osborne, John Holman, Largo Wales and Claude DaCorsi.

Directors and staff members present included: City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Community Development and Public Works Director Kevin Snyder, Human Resources Director Rob Roscoe, Director of Administration Dana Hinman, Innovation and Technology Director Paul Haugen, Chief of Police Bob Lee, Park, Arts and Recreation Director Daryl Faber, Economic Development Manager Doug Lein, Executive Assistant Tamie Bothell, and Deputy City Clerk Shawn Campbell.

II. DISCUSSION ITEMS

A. Council Retreat October 29-30

Mayor Backus reminded those present that at last years retreat, Council set goals thirty to fifty years in the future. The intent of this years Council Retreat is to set goals for one, three and five years to help achieve the 30 to 50 year visioning goals for the City. She introduced Andrew Ballard from Marketing Solutions as the facilitator.

Mr. Ballard explained the process the Council and staff will participate in. The group will create three high level goals, then break up into teams and each team will make a presentation on strategies on how to attain the goal. Everyone not on that team will have the opportunity to have input to the other team's ideas.

The group reviewed the objective of the meeting, to come to a consensus on a strategic plan with a short set of priority goals, strategies and initiatives that fit the City's mission statement of: To provide a service oriented government that meets the needs of our citizens and business community.

The directors reviewed initiatives that are in progress in each of their departments. The group identified strengths within the City including a defined downtown, good geographical location, a strong financial foundation, great regional relationships, community pride, good existing leadership by Mayor and Council and directors, collaborative culture with key stakeholders, great parks and entertainment within the City, good public safety creating a safe community and outstanding city services. The group identified weaknesses within the City including: lack of follow through with property management, public perception, low self-image of City by citizens, under developed post-secondary education, lack of diversity among decision makers, limited revenue opportunities, City leaders not good storytellers /promoters, constraints on resources and time, lack of long term planning with key stakeholders and a risk adverse City culture. The

group then identified opportunities they see within the City including: having a diverse culture, emerging infrastructure of technology, emerging industry cluster, a public culture of giving, the citizens being willing to engage, ample underutilized warehouse space property, annexation potential and higher education opportunities. The group then identified the threats they see for the City including: impacts of Low Impact Development on the City, empty store fronts, limited development opportunities, transportation limitations, litigation, adverse legislation, gang violence, natural disasters, economic downturn and the suburbanization of poverty.

Mr. Ballard had the group vote on their top three for each category:

Strengths:

- 29 votes – strong financial foundation
- 25 votes – geographical location
- 21 votes – great leadership

Opportunities:

- 20 votes - emerging industry cluster
- 19 votes - ample warehouse
- 15 votes - emerging technology

Weakness:

- 34 votes – limited revenue resources
- 14 votes – lack of long term planning with key stakeholders
- 13 votes – citizens low self esteem

Threats:

- 34 votes - suburbanization of poverty
- 27 votes – legislation regulation
- 11 votes - empty store fronts

At 4:45p.m. Mayor Backus recessed the retreat until 8:00a.m. on October 29, 2016

Mr. Ballard helped the group identify three main goals for the City to be accomplished by 2020. The group broke up into three subgroups and identified strategies to attain those goals and initiatives to facilitate those strategies. Below is the City of Auburn Strategy Matrix:

Goal 1 Increase "Healthy City" Index by % by 2020

G1/S1: Promote healthy lifestyle for all ages

G1/S1/I1: Obtain buy in from elected Jr. City Council, community groups and businesses

G1/S1/I2: Create educational marketing campaign

G1/S1/I3: Roll out neighborhood programs

G1/S1/I4: Increase opportunities for healthy food choices. Grow local buy local

G1/S2: Create access to preventative and on-going healthcare

G1/S2/I1 Convene group of leaders to identify appropriate outreach & how to

apply (mediums?)

G1/S2/I2: Establish partnerships with providers

G1/S2/I3: Establish healthcare inventory with the city

G1/S2/I4: Lobby for legislative support reform of public health

G1/S3: Provide full spectrum of mental health and social service resources.

G1/S3/I1: Determine Explore City leadership's overall philosophy on issues

G1/S3/I2: Explore alternate service delivery models

G1/S3/I3: Review budget priorities to determine need for additional funding & sources

G1/S3/I4: Develop marketing campaign to remove "stigma"

G1/S3/I5: Lobby legislature (county state federal) for additional funding and reform

G1/S4: Increase healthy accessible housing stock

G1/S4/I1: Engage community and other stakeholders e.g.-Homelessness Task Force

G1/S4/I2: Determine City leadership philosophy and budgeting priorities

G1/S4/I3: Create housing inventory and program approaches and metrics

Goal 2: Increase Internet Access to Achieve Digital Parity by % by 2020

G2/S1: Explore the establishment of an internet utility

G2/S1/I1: Research and analyze other successful examples

G2/S1/I2: Perform cost benefit analysis

G2/S1/I3: Perform regulatory assessment

G2/S1/I4: Assess political landscape

G2/S1/I5: Prepare campaign

G2/S2: Leverage public technology infrastructure to achieve cyber-equity within the city

G2/S2/I1: Inventory available infrastructure (local, universal, etc.)

G2/S2/I2: Assess options and opportunities

G2/S2/I3: Perform legal assessment

G2/S2/I4 :Perform gap analysis

G2/S3: Build partnerships for revenue streams and infrastructure expansion

G2/S3/I1: Inventory current partnerships

G2/S3/I2: Reach out to current and potential partners

G2/S3/I3: Formalize partnerships (lather, rinse , repeat)

G2/S4: Establish minimum acceptable standards, speed, security and liability exposure

G2/S4/I1: Perform needs assessment

G2/S4/I2: Define delivery methods (Wi-Fi vs. Wired)

G2/S4/I3: Perform liability assessment

G2/S4/I4: Access regulatory standards, public acceptance and political reality

G2/S4/I5: Establish operating standards

G2/S5: Expand services to capture emerging opportunities

G2/S5/I1: Assess emerging technologies

G2/S5/I2: Engage public to identify needs

G2/S5/I3: Perform viability and cost assessment

G2/S5/I4: Develop process for integration (maintenance, sustainability, budget, etc.)

Goal 3: Increase Middle Income Jobs by % by 2020

G3/S1: Identify existing and potential employers and locations for future business growth

G3/S2: Explore existing and potential tools and incentives to increase and retain middle income jobs

G3/S2/I3: Develop marketing strategy to advertise the City: i.e.-billboards, TV, radio, internet

G3/S2/I4: Benchmark and identify competition

G3/S2/I5: Work with counties and citizen group to explore annexations

G3/S3: Have transit services and roads to reach employment centers

G3/S3/I1: Identify cash flow needs related to development costs to defray / delay development costs

G3/S3/I3: Work with federal and state electeds to increase/expand. Create incentive programs - i.e. TIF

G3/S4: Promote H.E and workforce development for employees living or working in Auburn

G3/S4/I1: Develop inventory of available properties including for annexation, development and redevelopment

G3/S4/I1: Work with regional transits and user groups, i.e. MIT, business, schools, seniors

G3/S4/I2: Work with Chamber Economic Development Board and business community to identify potential employers

G3/S4/I2: Work with federal, state and county for road improvement projects

G3/S5/I1: Work with employers to identify their workforce skills, needs and requirements

G3/S5/I2: Work with k-12 and higher education to develop curriculum to match employers skills, needs and requirements

G3/S5/I3: Promote employees- employer interaction via job fairs, social media, etc. for people living/working in Auburn

Mayor Backus noted the Strategy Matrix is intended to be a living document. The matrix and goals will be brought back to Council during Study Sessions for updates.

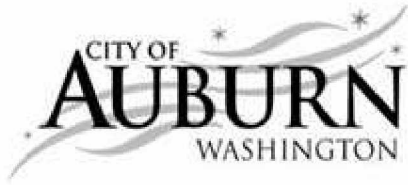
III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned on October 30, 2016 at 11:36 p.m.

APPROVED this 16th day of February, 2016.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

February 10, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

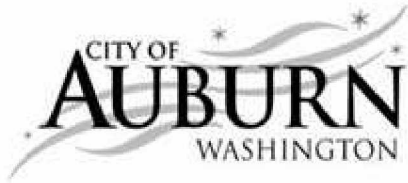
Claims voucher numbers 437349 through 437533 in the amount of \$2,588,573.43 and five wire transfers in the amount of \$537,699.18 and dated February 16, 2016.

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

Coleman

Meeting Date: February 16, 2016

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

February 10, 2016

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve payroll vouchers.

Background Summary:

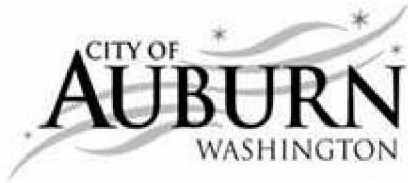
Payroll check numbers 536226 through 536260 in the amount of \$566,172.02 and electronic deposit transmissions in the amount of \$1,408,021.39 for a grand total of \$1,974,193.41 for the period covering January 28, 2016 to February 10, 2016.

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

Coleman

Meeting Date: February 16, 2016

Item Number: CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1414

Date:

February 8, 2016

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate No. 7](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 7 to Contract No. 15-10 in the amount of \$21,232.18 and accept construction of Project No. CP1414, 2015 Local Street Reconstruction Project.

Background Summary:

This project was part of the City's Local Street Preservation (SOS) program and rebuilt the following streets: 7th Street SE between A St SE and Auburn Way S; D Street SE between Auburn Way S and 12th St SE; D Street SE between 37th St SE and 41st St SE; and the east half of K Street SE between 17th St SE and 21st St SE. The Project also installed 1,365 lineal feet of sanitary sewer main, 3,563 lineal feet of 8-inch water main, new side sewer services for 33 residents, and new water services for 51 residents along the project streets.

A project budget contingency of \$144,815.00 remains in the Save Our Streets 103 Fund.

A project budget contingency of \$101,435.00 remains in the Water 430 Fund.

A project budget contingency of \$158,941.00 remains in the Sewer 431 Fund.

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

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

Snyder

Meeting Date: February 16, 2016

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1414	Project Title: 2015 Local Street Pavement Reconstruction Project
---------------------------	---

Project Manager: Jai Carter

Initiation Date: August 18, 2014
 Advertisement Date: 5/14/15
 Award Date: June 1, 2015

- ☐ PMP

☐ Final Design Estimate

☐ Contract Award

☐ Budget Carry Forward

☒ Contract Final Acceptance

Date: 2/8/16

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2014	2015	2016*	Total
103 Fund - Local Street			1,794,981	163,684	1,958,665
430 Fund - Water (Street Utility Improvements)			577,443	105,174	682,617
431 Fund - Sanitary Sewer (Street Utility Improvements)			328,331	171,235	499,566
Total	0	0	2,700,755	440,093	3,140,848

* 2016 budget amounts include carry forward amounts from 2015 that are included in BA #5, which is pending.

Estimated Cost (Funds Needed)

Activity	Prior Years	2014 (Actual)	2015 (Actual)	2016	Total
Design Engineering - City Costs*			9,266		9,266
Design Engineering - Consultant Costs			266,101	7,500	273,601
Construction Contract Bid			2,275,001		2,275,001
Change order #1			23,013		23,013
Change order #2			36,794		36,794
Line Item Changes			32,510	21,232	53,742
Construction Engineering - City Costs*			49,588	4,572	54,160
Construction expenses - Testing, Permits, etc.			8,305	1,598	9,903
Total	0	0	2,700,579	34,902	2,735,481

*City staff costs for street design and construction are not charged against the project budget and are not shown here.

103 Local Street Budget Status

	Prior Years	2014	2015	2016	Total
***103 Funds Budgeted ()	0	0	(1,794,981)	(163,684)	(1,958,665)
103 Funds Needed	0	0	1,794,981	18,869	1,813,850
**103 Fund Project Contingency ()	0	0	0	(144,815)	(144,815)
103 Funds Required	0	0	0	0	0

430 Water Budget Status

	Prior Years	2014	2015	2016	Total
***430 Funds Budgeted ()	0	0	(577,443)	(105,174)	(682,617)
430 Funds Needed	0	0	577,443	3,739	581,182
**430 Fund Project Contingency ()	0	0	0	(101,435)	(101,435)
430 Funds Required	0	0	0	0	0

431 Sanitary Sewer Budget Status

	Prior Years	2014	2015	2016	Total
***431 Funds Budgeted ()	0	0	(328,331)	(171,235.00)	(499,566)
431 Funds Needed	0	0	328,331	12,294	340,625
**431 Fund Project Contingency ()	0	0	0	(158,941)	(158,941)
431 Funds Required	0	0	0	0	0

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

CITY OF AUBURN
CP1414
PAY ESTIMATE #7 & FINAL

CO. NO. 15-10
2015 Local Street Pavement Reconstruction
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	1.3133545	0.3790247	Eq. Adj.	21,000.00	\$ 27,580.44	\$ 7,959.52	131%
2	Record Drawings (Minimum Bid \$ 2,000.00)	1	1	0.25	LS	2,000.00	\$ 2,000.00	\$ 500.00	100%
3	SPCC Plan	1	1		LS	1,000.00	\$ 1,000.00	\$ -	100%
4	Utility Potholing	26	22		EA	373.00	\$ 8,206.00	\$ -	85%
5	Mobilization	1	1		LS	216,987.74	\$ 216,987.74	\$ -	100%
6	Construction Site Sign(s)	4	4		EA	950.00	\$ 3,800.00	\$ -	100%
7	Traffic Control Supervisor	1	1		LS	25,000.00	\$ 25,000.00	\$ -	100%
8	Traffic Control Labor (Min. Bid \$38.00 per hour)	980	824.25		HR	38.00	\$ 31,321.50	\$ -	84%
9	Roadside Cleanup	1	1.054976	0.305907	Eq. Adj.	10,000.00	\$ 10,549.76	\$ 3,059.07	105%
10	Removal of Catch Basin or Manhole	18	18		EA	325.00	\$ 5,850.00	\$ -	100%
11	Removal of Cement Concrete Flatwork	2030	2302.29		SY	8.40	\$ 19,339.24	\$ -	113%
12	Removal of Curb and Gutter	4933	5422.5		LF	3.50	\$ 18,978.75	\$ -	110%
13	Roadway Excavation Including Haul	6335	6440		CY	21.00	\$ 135,240.00	\$ -	102%
14	Gravel Borrow Including Haul	830	31.99		TON	12.50	\$ 399.88	\$ -	4%
15	Unsuitable Foundation Excavation Including Haul	440	23.11		CY	15.00	\$ 346.65	\$ -	5%
16	Subgrade Preparation	15540	15540		SY	2.00	\$ 31,080.00	\$ -	100%
17	Construction Geotextile for Soil Stabilization	15540	15590.11		SY	1.75	\$ 27,282.69	\$ -	100%
18	Crushed Surfacing Top Course	360	99.03		TON	22.75	\$ 2,252.93	\$ -	28%
19	Crushed Surfacing Base Course	5280	6100.19		TON	10.00	\$ 61,001.90	\$ -	116%
20	HMA Cl. 3/8-inch PG 64-22 (Class G)	590	0		TON	85.05	\$ -	\$ -	0%
21	HMA Cl. 1/2-inch PG 64-22 (Class B)	1750	3268.74		TON	80.60	\$ 263,460.44	\$ -	187%
22	HMA Cl. 1-inch PG 64-22 (Class E)	2550	2256.22		TON	79.65	\$ 179,707.92	\$ -	88%
23	Commercial HMA	36	32.92		TON	195.00	\$ 6,419.40	\$ -	91%
24	Asphalt Cold Patch	37	48.04		TON	175.00	\$ 8,407.00	\$ -	130%
25	Planing Bituminous Pavement	1710	1713.26		SY	6.50	\$ 11,136.19	\$ -	100%
26	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 8 inch Diam	51	0		LF	20.00	\$ -	\$ -	0%
27	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 12 inch Diam	1328	1320.5		LF	26.50	\$ 34,993.25	\$ -	99%
28	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 18 inch Diam	45	45		LF	50.00	\$ 2,250.00	\$ -	100%
29	Ductile Iron Pipe, Special Class 52, Storm Pipe, 8 inch Diam.	63	63		LF	40.00	\$ 2,520.00	\$ -	100%
30	Ductile Iron Pipe, Special Class 52, Storm Pipe, 12 inch Diam.	313	313		LF	57.50	\$ 17,997.50	\$ -	100%
31	Storm Sewer Television Inspection	1800	1564		LF	2.50	\$ 3,910.00	\$ -	87%
32	Catch Basin Type 1	29	26		EA	1,550.00	\$ 40,300.00	\$ -	90%
33	Catch Basin Type 1L	2	5		EA	1,850.00	\$ 9,250.00	\$ -	250%
34	Manhole Type 1, 48 inch Diam.	1	1		EA	3,800.00	\$ 3,800.00	\$ -	100%
35	Catch Basin Type 2, 48-Inch Diam.	4	4		EA	3,800.00	\$ 15,200.00	\$ -	100%
36	Adjust Catch Basin	30	14	1	EA	425.00	\$ 5,950.00	\$ 425.00	47%
37	Adjust Manhole	8	13		EA	475.00	\$ 6,175.00	\$ -	163%
38	Connect to Existing Catch Basin	6	7		EA	500.00	\$ 3,500.00	\$ -	117%
39	Shoring or Extra Excavation Class B	5540	5618.5		SF	0.10	\$ 561.85	\$ -	101%
40	Pipe Foundation Material	144	0		TON	26.50	\$ -	\$ -	0%

SCHEDULE SUBTOTAL \$ 11,943.59

Period Dates
Begin: Dec. 21, 2015
End: Jan. 20, 2016

CITY OF AUBURN
CP1414
PAY ESTIMATE #7 & FINAL

CO. NO. 15-10
2015 Local Street Pavement Reconstruction
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	Imported Pipe Bedding	880	1289.16		TON	18.50	\$ 23,849.46	\$ -	146%
42	Select Pipe Trench Backfill	210	0		TON	18.50	\$ -	\$ -	0%
43	Imported Pipe Trench Backfill	290	0		TON	15.50	\$ -	\$ -	0%
44	Controlled Density Fill (CDF) for Trench Backfill	10	0		CY	155.00	\$ -	\$ -	0%
45	Controlled Density Fill (CDF) for Filling Pipe	18	10		CY	291.00	\$ 2,910.00	\$ -	56%
46	Adjust Valve Box	12	28		EA	350.00	\$ 9,800.00	\$ -	233%
47	Temporary Water Pollution/Erosion Control	1	0.29419316		Eq. Adj.	12,000.00	\$ 3,530.32	\$ -	29%
48	Construction Entrance	15	4		EA	1,000.00	\$ 4,000.00	\$ -	27%
49	Inlet Protection	83	98		EA	85.00	\$ 8,330.00	\$ -	118%
50	ESC Lead	1	1		LS	15,000.00	\$ 15,000.00	\$ -	100%
51	Topsoil Type A	240	237	8	CY	31.00	\$ 7,347.00	\$ 248.00	99%
52	Lawn Sod	2040	2458.88		SY	11.00	\$ 27,047.68	\$ -	121%
53	Bark Mulch	8	0		CY	38.00	\$ -	\$ -	0%
54	Cement Concrete Traffic Curb and Gutter	4658	4719.2		LF	14.00	\$ 66,068.80	\$ -	101%
55	Cement Concrete Traffic Curb	48	26.5		LF	26.00	\$ 689.00	\$ -	55%
56	Residential Driveway Apron	270	570.35		SY	48.00	\$ 27,376.80	\$ -	211%
57	Industrial or Commercial Driveway Apron	490	565.1		SY	77.00	\$ 43,512.70	\$ -	115%
58	Raised Pavement Marker Type 2	4	4		EA	8.00	\$ 32.00	\$ -	100%
59	Monument Type B (Modified)	7	2		EA	750.00	\$ 1,500.00	\$ -	29%
60	Cement Concrete Sidewalk	1095	1225.05		SY	38.00	\$ 46,551.90	\$ -	112%
61	Cement Concrete Curb Ramp	41	41		EA	1,200.00	\$ 49,200.00	\$ -	100%
62	Permanent Signing	1	1		LS	10,500.00	\$ 10,500.00	\$ -	100%
63	Paint Line	1662	2315.75		LF	0.75	\$ 1,736.81	\$ -	139%
64	Plastic Crosswalk Stripe and Stop Bar(24 inch Wide)	1255	1192	166	LF	9.50	\$ 11,324.00	\$ 1,577.00	95%
65	Plastic Traffic Arrow	1	1		EA	50.00	\$ 50.00	\$ -	100%
66	Plastic Traffic Letter	4	4		EA	50.00	\$ 200.00	\$ -	100%
CO-1-2	Pavement Repair Excavation including Haul	1	1		LS	9,449.20	\$ 9,449.20	\$ -	100%

SCHEDULE TOTAL \$ 13,768.59

Period Dates
Begin: Dec. 21, 2015
End: Jan. 20, 2016

CITY OF AUBURN
CP1414
PAY ESTIMATE #7 & FINAL

CO. NO. 15-10
2015 Local Street Pavement Reconstruction
SCHEDULE B: Sanitary Sewer Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
67	Minor Changes	1	2.4868008	0.9737228	Eq. Adj.	7,000.00	\$ 17,407.61	\$ 6,816.06	249%
68	Utility Potholing	42	42		EA	373.00	\$ 15,666.00	\$ -	100%
69	Mobilization	1	1		LS	17,437.75	\$ 17,437.75	\$ -	100%
70	Traffic Control Labor (Min. Bid \$38.00 per hour)	390	390.8		HR	38.00	\$ 14,850.40	\$ -	100%
71	Abandon and Fill Existing Manhole	1	6		EA	920.00	\$ 5,520.00	\$ -	600%
72	Manhole Type 1, 48 inch Diam.	10	9		EA	4,769.00	\$ 42,921.00	\$ -	90%
73	Connect to Existing Manhole	2	3		EA	808.00	\$ 2,424.00	\$ -	150%
74	Re-channel Existing Manhole	3	3		EA	500.00	\$ 1,500.00	\$ -	100%
75	Outside Drop Re-connection	1	1		EA	2,086.00	\$ 2,086.00	\$ -	100%
76	Shoring or Extra Excavation Class B	18510	18489		SF	0.10	\$ 1,848.90	\$ -	100%
77	Pipe Foundation Material	91	0		TON	22.20	\$ -	\$ -	0%
78	Imported Pipe Bedding	607	1167.86		TON	15.50	\$ 18,101.83	\$ -	192%
79	Select Pipe Trench Backfill	416	149.68		TON	15.50	\$ 2,320.04	\$ -	36%
80	Imported Pipe Trench Backfill	93	61		TON	25.30	\$ 1,543.30	\$ -	66%
81	Controlled Density Fill (CDF) for Trench Backfill	36	0		CY	115.00	\$ -	\$ -	0%
82	Controlled Density Fill (CDF) for Filling Pipe	25	39		CY	268.00	\$ 10,452.00	\$ -	156%
83	Solid Wall Polyvinyl Chloride (PVC) Sewer Pipe, SDR-35, 8-inch Diam.	1365	1344		LF	23.50	\$ 31,584.00	\$ -	98%
84	Sewer Television Inspection	1365	1277		LF	2.50	\$ 3,192.50	\$ -	94%
85	Cleanout	778	774		LF	41.00	\$ 31,734.00	\$ -	99%
CO-2-1	Sewer Excavation using Vactor Truck and Handbuilt Shoring	1	1		LS	26,926.00	\$ 26,926.00	\$ -	100%
CO-2-2	Side Sewer Excavation	1	1		LS	6,675.87	\$ 6,675.87	\$ -	100%

SCHEDULE TOTAL \$ 6,816.06

Period Dates
Begin: Dec. 21, 2015
End: Jan. 20, 2016

CITY OF AUBURN
CP1414
PAY ESTIMATE #7 & FINAL

CO. NO. 15-10
2015 Local Street Pavement Reconstruction
SCHEDULE C: Water Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
86	Minor Changes	1	0.52091104		Eq. Adj.	7,000.00	\$ 3,646.38	\$ -	52%
87	Utility Potholing	32	36		EA	373.00	\$ 13,428.00	\$ -	113%
88	Mobilization	1	1		LS	25,639.26	\$ 25,639.26	\$ -	100%
89	Traffic Control Labor (Min. Bid \$38.00 per hour)	230	371.95		HR	38.00	\$ 14,134.10	\$ -	162%
90	Removal of Fire Hydrant	7	7		EA	288.00	\$ 2,016.00	\$ -	100%
91	Shoring or Extra Excavation Class B	16070	16286.7		SF	0.10	\$ 1,628.67	\$ -	101%
92	Pipe Foundation Material	237	0		TON	22.20	\$ -	\$ -	0%
93	Imported Pipe Bedding	1580	1714.51		TON	15.50	\$ 26,574.91	\$ -	109%
94	Select Pipe Trench Backfill	160	613.03		TON	15.50	\$ 9,501.97	\$ -	383%
95	Imported Pipe Trench Backfill	290	593.11		TON	25.30	\$ 15,005.68	\$ -	205%
96	Controlled Density Fill (CDF) for Trench Backfill	59	0		CY	115.00	\$ -	\$ -	0%
97	Controlled Density Fill (CDF) for Filling Pipe	25	23		CY	268.00	\$ 6,164.00	\$ -	92%
98	Connect to Existing Water Main	23	15		EA	1,000.00	\$ 15,000.00	\$ -	65%
99	Special Class 52 Ductile Iron Pipe for Water Main, 6-inch Diam.	13	33		LF	58.00	\$ 1,914.00	\$ -	254%
100	Special Class 52 Ductile Iron Pipe for Water Main, 8-inch Diam.	3550	3495		LF	37.00	\$ 129,315.00	\$ -	98%
101	2-inch Blowoff Assembly	1	2		EA	3,590.00	\$ 7,180.00	\$ -	200%
102	Gate Valve, 8-inch Diam.	34	33		EA	1,165.50	\$ 38,461.50	\$ -	97%
103	Gate Valve, 12-inch Diam.	3	2		EA	1,910.00	\$ 3,820.00	\$ -	67%
104	Butterfly Valve, 16-inch Diam.	1	1		EA	2,625.00	\$ 2,625.00	\$ -	100%
105	Hydrant Assembly	9	9		EA	4,124.00	\$ 37,116.00	\$ -	100%
106	Water Service Connection ¾ inch Meter with 1 inch Diam. Service Line	48	50		EA	1,315.00	\$ 65,750.00	\$ -	104%
107	Water Service Connection, 2 inch Diam.	1	0		EA	3,182.00	\$ -	\$ -	0%
108	Water Service Connection, 3 inch and 4 inch Diam. Combined	1	1		EA	21,818.00	\$ 21,818.00	\$ -	100%
CO-1-1	1" Water Service Assembly	49	50		EA	252.80	\$ 12,640.00	\$ -	102%

SCHEDULE TOTAL \$ -

Period Dates
Begin: Dec. 21, 2015
End: Jan. 20, 2016

**CITY OF AUBURN
PROJECT SUMMARY**

**CP1414, 2015 Local Street Pavement Reconstruction
CO. NO. 15-10**

PAY ESTIMATE #7 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	\$ 1,562,212.74	\$ 9,449.20	\$ 1,613,761.71	\$ 13,768.59	103%
Bond in Lieu of Retainage					
SCHEDULE TOTAL	\$ 1,562,212.74	\$ 9,449.20	\$ 1,613,761.71	\$ 13,768.59	
SCHEDULE B: Sanitary Sewer Utility Improvements					
Contract	\$ 209,044.35	\$ 33,601.87	\$ 254,191.20	\$ 6,816.06	105%
Sales Tax (+9.5%)	\$ 19,859.21	\$ 3,192.18	\$ 24,148.16	\$ 647.53	
Bond in Lieu of Retainage					
SCHEDULE TOTAL	\$ 228,903.56	\$ 36,794.05	\$ 278,339.36	\$ 7,463.59	
SCHEDULE C: Water Utility Improvements					
Contract	\$ 441,903.66	\$ 12,387.20	\$ 453,378.46	\$ -	100%
Sales Tax (+9.5%)	\$ 41,980.85	\$ 1,176.78	\$ 43,070.95	\$ -	
Bond in Lieu of Retainage					
SCHEDULE TOTAL	\$ 483,884.51	\$ 13,563.98	\$ 496,449.41	\$ -	
TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)			\$ 2,388,550.47		105%
TOTAL PAYMENT TO CONTRACTOR			\$ 2,388,550.47	\$ 21,232.18	
PAYMENT DUE CONTRACTOR:				\$ 21,232.18	

Period Dates
Begin: Dec. 21, 2015
End: Jan. 20, 2016

CITY OF AUBURN
CP1414

CO. NO. 15-10
2015 Local Street Pavement Reconstruction

PAY ESTIMATE #7 & FINAL

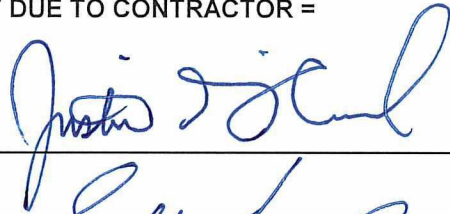
CONTRACTOR:
Titan Earthwork, LLC
13806 16th Street SE
Sumner, WA 98390
Phone: 206-325-3004

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

PAYMENT DUE TO CONTRACTOR = \$ 21,232.18

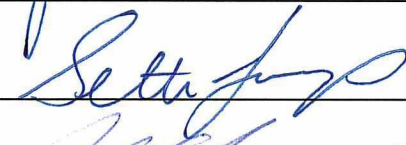
Signatures:

Contractor



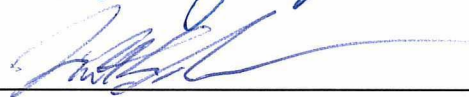
Date 2-2-16

Inspector



Date 2/2/16

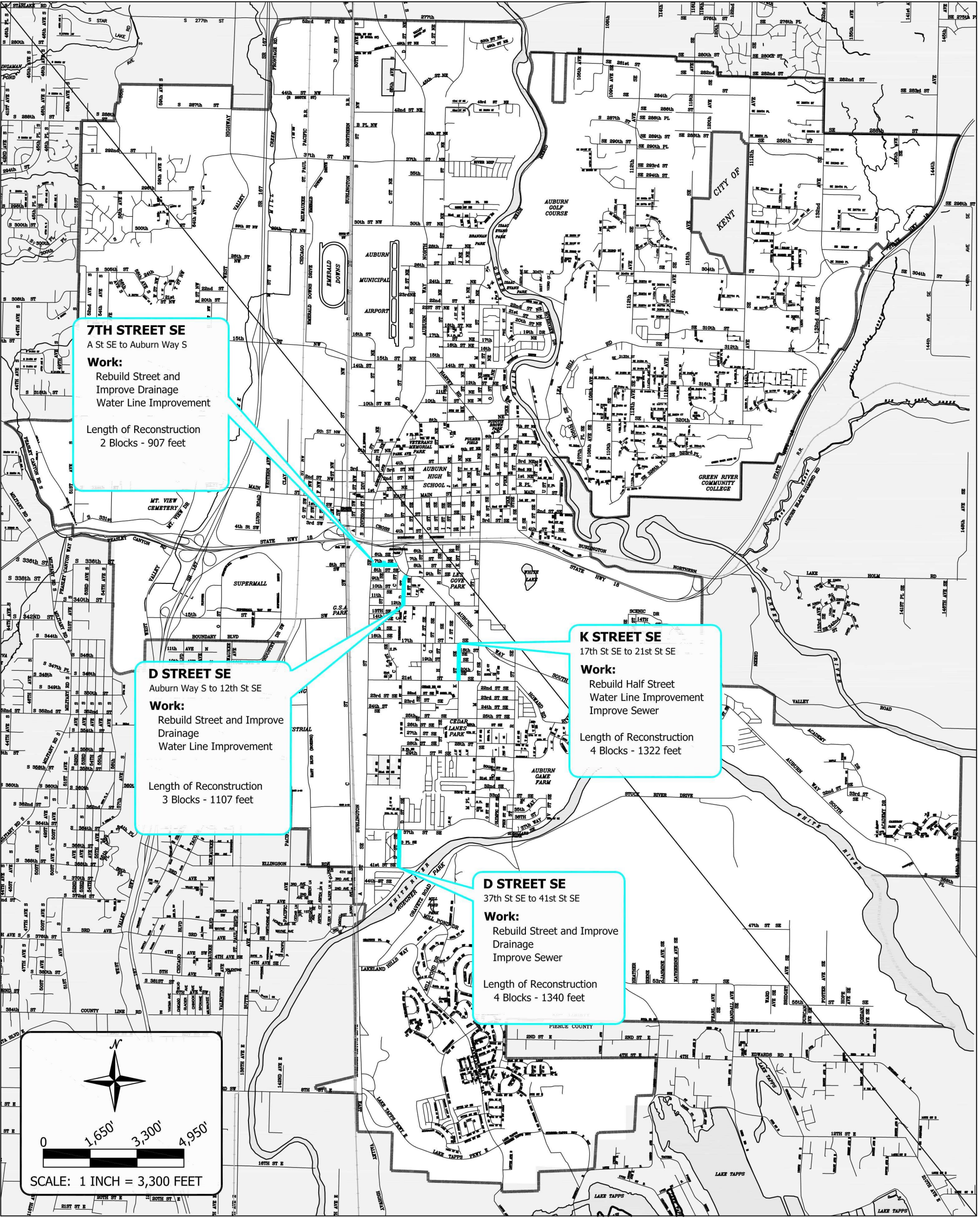
Project Manager



Date 2/2/16

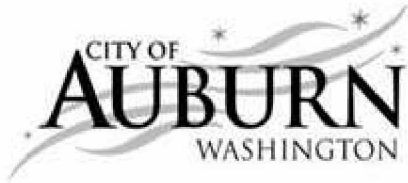
City Engineer

Date



CP1414 - 2015 LOCAL STREET RECONSTRUCTION PROJECT

REBUILD



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6587, Second Reading

Date:

February 10, 2016

Department:

Finance

Attachments:

[Ordinance No. 6587](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6587.

Background Summary:

The City has two outstanding bond issues eligible for refunding which would take advantage of the low interest rate environment; the 2005 and 2006A LTGO Bonds, which were issued for the construction of airport hangar rows 9 and 10 and the golf course and cemetery improvements, respectively.

The refunding will be considered a private placement versus a public sale. Investors purchasing these bonds would be an accredited financial (Bank) or institutional investor (Insurance or retirement funds).

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

Coleman

Meeting Date: February 16, 2016

Item Number: ORD.A

CITY OF AUBURN, WASHINGTON

ORDINANCE NO. 6587

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ISSUANCE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000 FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING LIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY; PROVIDING THE FORM OF THE BOND; AND AUTHORIZING THE SALE OF THE BOND.

Passed February 16, 2016

PREPARED BY:
PACIFICA LAW GROUP LLP
Seattle, Washington

CITY OF AUBURN
ORDINANCE NO. 6587
TABLE OF CONTENTS*

	<u>Page</u>
Section 1. Definitions and Interpretation of Terms	3
Section 2. Authorization of the Bond	6
Section 3. Bond Details.....	6
Section 4. Registration, Exchange and Payments.....	7
Section 5. Form of Bond.....	8
Section 6. Execution of Bond	11
Section 7. Application of Bond Proceeds; Plan of Refunding.....	11
Section 8. Tax Covenants	13
Section 9. Pledge of Funds and Credit; General Obligation.....	15
Section 10. Right of Prepayment	16
Section 11. Issuance of the Bond.....	16
Section 12. Ongoing Disclosure; Covenants	17
Section 13. Lost, Stolen or Destroyed Bond.....	18
Section 14. Severability; Ratification	18
Section 15. Effective Date of Ordinance	19

* This Table of Contents is provided for convenience only and is not a part of this ordinance.

CITY OF AUBURN, WASHINGTON

ORDINANCE NO. 6587

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ISSUANCE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000 FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING LIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY; PROVIDING THE FORM OF THE BOND; AND AUTHORIZING THE SALE OF THE BOND.

WHEREAS, the City of Auburn, Washington (the “City”) has outstanding its Limited Tax General Obligation Refunding Bonds, 2005 (the “2005 Bonds”), issued on September 1, 2005, pursuant to Ordinance No. 5931 passed by the City Council (the “Council”) on August 15, 2005 (the “2005 Bond Ordinance”), which remain outstanding as follows:

Maturity Dates (December 1)	Principal Amounts	Interest Rates
2017*	\$ 315,000	4.50%
2019*	365,000	4.50

*Term Bonds.

WHEREAS, the 2005 Bond Ordinance provides that the 2005 Bonds maturing on or after December 1, 2017 (the “2005 Refunding Candidates”) may be refunded prior to their stated maturities at the option of the City on any date on or after December 1, 2015 as a whole or in part, at the price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, the City has outstanding its Limited Tax General Obligation Bonds, Series 2006A (the “2006A Bonds”), issued on August 22, 2006, pursuant to Ordinance No. 6039 passed by the Council on August 7, 2006 (the “2006A Bond Ordinance”), which remain outstanding as follows:

Maturity Dates (December 1)	Principal Amounts	Interest Rates
2016	\$ 265,000	5.00%
2017	280,000	4.50
2018	290,000	4.50
2019	305,000	4.50
2020	320,000	4.50
2021	330,000	4.50
2022	345,000	4.50
2023	360,000	4.50
2024	380,000	4.50
2025	395,000	4.50

WHEREAS, the 2006A Bond Ordinance provides that the 2006A Bonds maturing on or after December 1, 2017 (the “2006A Refunding Candidates,” and together with the 2005 Refunding Candidates, the “Refunding Candidates”) may be refunded prior to their stated maturities at the option of the City on any date on or after December 1, 2016 as a whole or in part, at the price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, after due consideration it appears that all or a portion of the Refunding Candidates (the “Refunded Bonds”) may be defeased and refunded by the proceeds of limited tax general obligation bonds at a savings to the City and its taxpayers; and

WHEREAS, the Council deems it in the best interest of the City to issue a limited tax general obligation refunding bond in the principal amount of not to exceed \$4,000,000 (the “Bond”) to redeem and defease the Refunded Bonds and to pay costs of issuing the Bond; and

WHEREAS, the City intends to issue a request for proposals from various financial institutions to purchase the Bond; and

WHEREAS, the Council now wishes to authorize the issuance of the Bond and the sale of the Bond to the successful respondent subject to the terms and conditions set forth in this ordinance;

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

Section 1. Definitions and Interpretation of Terms.

(a) *Definitions.* As used in this ordinance, the following words shall have the following meanings:

Acquired Obligations means the Government Obligations acquired by the City under the terms of this ordinance and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds.

Bank means the financial institution that is the successful respondent to a request for proposals to purchase the Bond, selected by the Designated Representative.

Bond means the Limited Tax General Obligation Refunding Bond, 2016 authorized to be issued by the City pursuant to this ordinance.

Bond Counsel means Pacifica Law Group LLP, Seattle, Washington, or any other attorney or firm of attorneys, which is admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and nationally recognized and experienced in legal work relating to the issuance of tax-exempt bonds who is or are selected by the City.

Bond Fund means the “Bond Redemption Fund” authorized to be created pursuant to Section 9 of this ordinance.

Bond Register means the registration records for the Bond maintained by the Bond Registrar.

Bond Registrar means the Finance Director of the City, whose duties include registering and authenticating the Bond, maintaining the Bond Register, transferring ownership of the Bond, and paying the principal of and interest on the Bond.

Call Date or ***Call Dates*** means the dates set forth in the Escrow Agreement for the refunding of each series of the Refunded Bonds.

City means the City of Auburn, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.

City Council or ***Council*** means the City Council of the City as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Clerk means the duly appointed and acting City Clerk or the successor to the duties of that office.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

Commitment means the commitment of the Bank to purchase the Bond.

Designated Representative means the Finance Director, or his or her designee.

Escrow Agent means U.S. Bank National Association, Seattle, Washington.

Escrow Agreement means the Escrow Deposit Agreement between the City and the Escrow Agent authorized to be entered into pursuant to this ordinance.

Federal Tax Certificate means the Federal Tax Certificate signed by the Finance Director pertaining to the tax-exemption of interest on the Bond.

Finance Director means the duly appointed and acting Finance Director of the City, the successor to the duties of that office, or his or her designee.

Government Obligations mean those obligations now or hereafter defined as such in chapter 39.53 RCW.

Mayor means the duly appointed and acting Mayor of the City or the successor to the duties of that office.

Refunded Bonds mean those Refunding Candidates designated by the Finance Director for refunding pursuant to Section 7 and Section 11.

Refunding Account means the account by that name established pursuant to Section 7.

Refunding Candidates mean any or all of the 2005 Refunding Candidates and the 2006A Refunding Candidates as shown in the recitals to this ordinance.

Registered Owner means the person in whose name the Bond is registered on the Bond Register.

Rule means the Securities and Exchange Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

2005 Bond Ordinance means Ordinance No. 5931 passed by the Council on August 15, 2005, authorizing the issuance of the 2005 Bonds.

2005 Bonds mean the Limited Tax General Obligation Refunding Bonds, 2005 of the City, issued pursuant to the 2005 Bond Ordinance as described in the recitals of this ordinance.

2006A Bond Ordinance means Ordinance No. 6039 passed by the Council on August 7, 2006, authorizing the issuance of the 2006A Bonds.

2006A Bonds mean the Limited Tax General Obligation Bonds, 2006A of the City, issued pursuant to the 2006A Bond Ordinance as described in the recitals of this ordinance.

(b) *Interpretation.* In this ordinance, unless the context otherwise requires:

(1) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(2) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(3) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(5) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of the Bond. For the purpose of refunding the Refunded Bonds and paying costs of issuance and the costs of the refunding, the City is hereby authorized to issue and sell a limited tax general obligation refunding bond in the principal amount of not to exceed \$4,000,000 (the “Bond”).

Section 3. Bond Details. The Bond shall be designated the “City of Auburn, Washington, Limited Tax General Obligation Refunding Bond, 2016,” or other such designation

as set forth in the Bond and approved by the Finance Director.

The Bond shall be dated as of its date of delivery, shall be fully registered as to both principal and interest, shall be in one denomination, and shall mature on the date set forth in the Bond. The Bond shall bear interest from its dated date or the most recent date to which interest has been paid at the interest rate set forth in the Commitment. Interest on the principal amount of the Bond shall be calculated per annum on a 30/360 basis, or as otherwise provided in the Bond and in the Commitment. Principal of and interest on the Bond shall be payable at the times and in the amounts as set forth in the Commitment and in the payment schedule attached to the Bond.

Section 4. Registration, Exchange and Payments.

(a) *Registrar/Bond Registrar.* The Finance Director of the City shall act as Bond Registrar. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond if transferred or exchanged in accordance with the provisions of the Bond and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance.

(b) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of the Bond as the absolute owner for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of the Bond shall be made only as described in subsection (e) below. All such payments made as described in subsection (e) below shall be valid and shall satisfy the liability of the City upon the Bond to the extent of the amount so paid.

(c) *No Transfer or Exchange of Registered Ownership.* The Bond shall not be transferrable without the consent of the City unless (i) the Bank's corporate name is changed and the transfer is necessary to reflect such change; or (ii) the transferee is a successor in interest of

the Bank by means of a corporate merger, an exchange of stock, or a sale of assets. Notwithstanding the foregoing, the Bond may be transferred upon satisfaction of the requirements, if any, set forth in the Commitment and in the Bond.

(d) *Registration Covenant.* The City covenants that, until the Bond has been surrendered and canceled, it will maintain a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code.

(e) *Place and Medium of Payment.* Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Principal and interest on the Bond shall be payable by check, warrant, Automated Clearing House/electronic funds transfer or by other means mutually acceptable to the Registered Owner and the City. Payment of principal of and interest on the Bond will be made by the City directly to the Registered Owner and not through a third party paying agent. Upon final payment of principal and interest of the Bond, the Registered Owner shall surrender the Bond for cancellation at the office of the Bond Registrar in accordance with this Section 4 and Section 13.

(f) *Additional Provisions.* The Bond will not be registered with The Depository Trust Company, New York, New York, or any other securities depository. No official statement, prospectus, offering circular or other offering statement containing material information with respect to the City or the Bond will be provided in connection with the issuance of the Bond, the Bond will be unrated, and the Bond will not be assigned a CUSIP number.

Section 5. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1 \$ _____

STATE OF WASHINGTON
CITY OF AUBURN
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2016

INTEREST RATE: _____ %
MATURITY DATE: DECEMBER 1, 2025
REGISTERED OWNER:
PRINCIPAL AMOUNT: _____ MILLION AND NO/100 DOLLARS

The City of Auburn, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, on or before the Maturity Date identified above, the Principal Amount identified above. This bond shall bear interest at the fixed rate stated above (the “Interest Rate”). Interest on this bond shall accrue from its dated date until paid and shall be computed per annum on the principal amount outstanding on a 30/360 basis. Principal of and accrued interest on this bond shall be payable on the dates set forth in the payment schedule attached hereto.

Both principal of and interest on this bond shall be payable in lawful money of the United States of America. Principal and interest on this bond shall be payable by check or warrant or by other means mutually acceptable to the Registered Owner and the City. Upon final payment of principal and interest of this bond, the Registered Owner shall surrender this bond for cancellation at the office of the Bond Registrar in accordance with Ordinance No. 6587 of the City (the “Bond Ordinance”).

This bond is issued pursuant to the Bond Ordinance, to refund certain outstanding limited tax general obligation bonds of the City and to pay costs of issuance and costs associated with the refunding. Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

[The City may prepay this bond without prepayment penalty or fee.]

This bond has been designated by the City as a “qualified tax-exempt obligation” within the meaning of Section 265(b) of the Code.

The City has in the Bond Ordinance authorized the creation of a fund to be used for the payment of debt service on this bond, designated as the “Bond Redemption Fund” (the “Bond Fund”). The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on this bond.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is issued pursuant to the Constitution and laws of the State of Washington, and duly adopted ordinances of the City. This bond is transferable upon compliance with the conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond exist, have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Auburn, Washington, has caused this bond to be executed by the manual or facsimile signature of the Mayor of the City Council and attested by the manual or facsimile signature of the Clerk, as of this ____ day of _____, 2016.

[SEAL]

CITY OF AUBURN, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

REGISTRATION CERTIFICATE

This bond is registered in the name of the Registered Owner on the books of the City, in the office of the Finance Director of the City (the "Bond Registrar"), as to both principal and interest, as noted in the registration blank below. All payments of principal of and interest on this bond shall be made by the City from the Bond Fund.

Date of Registration	Name and Address of Registered Owner	Signature of Bond Registrar
_____, 2016		_____ Finance Director

PAYMENT SCHEDULE

Principal and interest on this bond shall be payable as set forth in the following schedule:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
-------------	------------------	-----------------	----------------------

Section 6. Execution of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor, and shall be attested by the manual or facsimile signature of the Clerk.

Only such Bond as shall bear thereon a Certificate of Authentication in the form earlier recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons who at the date of the actual execution of the Bond, are the proper officers of the City, although at the original date of such Bond any such person shall not have been such officer of the City.

Section 7. Application of Bond Proceeds; Plan of Refunding. For the purpose of debt service savings, the City proposes to defease and/or refund each series of the Refunded Bonds as set forth herein. The Finance Director shall designate all or a portion of each series of

the Refunding Candidates as Refunded Bonds and such designation shall be set forth in the Escrow Agreement.

A portion of the proceeds of the Bond shall be deposited with the Escrow Agent pursuant to the Escrow Agreement to be used immediately upon receipt thereof to defease the Refunded Bonds as authorized by the 2005 Bond Ordinance and the 2006A Bond Ordinance, as applicable, and to pay costs of issuance of the Bond. The net proceeds deposited with the Escrow Agent and any interest earnings on any Acquired Obligations will provide for the payment of:

- (1) interest on each series of Refunded Bonds as such becomes due on and prior to the applicable Call Date; and
- (2) the redemption price (100 percent of the principal amount) of each series of Refunded Bonds on the applicable Call Date.

Such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations relating to acquired obligations in connection with refunding bond issues.

A beginning cash balance, if any, and the Acquired Obligations, if any, shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Bonds. In order to carry out the purposes of this Section 7, the Finance Director is authorized and directed to execute and deliver to the Escrow Agent, an Escrow Agreement.

The City hereby calls the Refunded Bonds for redemption on their respective Call Dates in accordance with the provisions of the bond ordinance authorizing the redemption and retirement of the applicable 2005 Bonds and 2006A Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the issuance of the Bond and delivery of the proceeds of such Bond and/or Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notices of the defeasance and/or redemption of the Refunded Bonds in accordance with the applicable provisions of the 2005 Bond Ordinance and the 2006A Bond Ordinance. The costs of publication of such notices shall be an expense of the City.

The City will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

Section 8. Tax Covenants. The City will take all actions necessary to assure the exclusion of interest on the Bond from the gross income of the owners of the Bond to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bond, including but not limited to the following:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Bond are not so used as to cause the Bond to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Project.* The City will not sell or otherwise transfer or dispose of (i) any personal property components of the projects financed with proceeds of the Refunded Bonds (the “Projects”) other than in the ordinary course of an established government program under Treasury Regulation 1.141-2(d)(4) or (ii) any real property components of the Projects, unless it has received an opinion of Bond Counsel to the effect that such disposition

will not adversely affect the treatment of interest on the Bond as excludable from gross income for federal income tax purposes.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause the Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bond.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken by the Escrow Agent or otherwise, any action with respect to the proceeds of the Bond which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bond would have caused the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code until the Bond has been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Bond for at least three years after the Bond matures or is redeemed (whichever is earlier); however, if the Bond is redeemed and refunded, the City will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Bond.

(h) *Compliance with Federal Tax Certificate.* The City will comply with the provisions of the Federal Tax Certificate with respect to the Bond, which are incorporated herein

as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the Bond.

(i) *Bank Qualification.* The City hereby designates the Bond for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), has been or will be issued by the City, including all subordinate entities of the City, during the calendar year 2016.

Section 9. Pledge of Funds and Credit; General Obligation. The City hereby authorizes the creation of a fund to be used for the payment of debt service on the Bond, designated as the “Bond Redemption Fund” (the “Bond Fund”). No later than the date each payment of principal of or interest on the Bond becomes due, the City shall transmit sufficient funds, from the Bond Fund or from other legally available sources, to the Bond Registrar for the payment of such principal or interest. Money in the Bond Fund may be invested in legal investments for City funds.

The City hereby irrevocably covenants and agrees for as long as the Bond is outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bond when due.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bond will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bond when due.

Section 10. Right of Prepayment. The City may prepay the Bond in whole or in part on any date as set forth in the Commitment and approved by the Designated Representative pursuant to Section 11. If the Bond is prepaid in full, interest shall cease to accrue on the date such prepayment occurs.

Section 11. Issuance of the Bond. The Council has determined that it would be in the best interest of the City to delegate to the Designated Representative for a limited time the authority to request proposals from financial institutions and/or other qualified buyers to purchase the Bond and to approve the final terms of the Bond, as set forth in the Commitment of the successful respondent. The Designated Representative shall solicit proposals to purchase the Bond and shall select the Bank that submits the proposal that is in the best interest of the City.

Subject to the terms and conditions set forth in this Section 11, the Designated Representative is hereby authorized (a) to select the Bank, (b) to select the Refunded Bonds, (c) to approve the principal amount, principal payment dates, dated date, denominations, interest payment dates, redemption/prepayment provisions and interest rate or rates for the Bond, (d) to accept the Commitment, and (e) to execute the sale of the Bond to the Bank; provided that (1)

the principal amount of the Bond does not exceed \$4,000,000, (2) the final maturity of the Bond is no later than December 1, 2025, (3) the Bond is sold for a price that results in a minimum net present value debt service savings over the Refunded Bonds (in the aggregate) of 4.00%, and (4) the true interest cost for the Bond does not exceed 3.00%.

Following the sale of the Bond, the Designated Representative shall provide a report to Council describing the sale and final terms of the Bond approved pursuant to the authority delegated in this section. The authority granted to the Designated Representative by this Section 11 shall expire on June 1, 2016. If the Bond has not been sold by June 1, 2016, the authorization for the issuance of the Bond shall be rescinded, and the Bond shall not be issued nor its sale approved unless such Bond shall have been re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Bond may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving a Commitment or establishing terms and conditions for the authority delegated under this Section 11.

Upon the passage and approval of this ordinance, the proper officials of the City including the Designated Representative, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bond to the Bank and further to execute all closing certificates, agreements, loan agreement, and documents required to effect the closing and delivery of the Bond in accordance with the terms of the Commitment.

Section 12. Ongoing Disclosure; Covenants.

(a) *Ongoing Disclosure.* The Bond is exempt from ongoing disclosure requirements of the Rule.

(b) *Covenants.* The City may agree to provide the Bank certain financial or other information and agree to such covenants as determined to be necessary by the Designated Representative and as set forth in the Commitment and approved by the Designated Representative pursuant to Section 11.

Section 13. Lost, Stolen or Destroyed Bond. In case the Bond shall be lost, stolen or destroyed while in the Registered Owner's possession, the Bond Registrar may at the request of the Registered Owner execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Bond Registrar in connection therewith and upon its filing with the City written certification that such Bond was actually lost, stolen or destroyed and of its ownership thereof. In the case the Bond shall be lost, stolen, or destroyed while in the Registered Owner's possession, the Registered Owner may elect upon final payment of principal and interest of the Bond to surrender a photocopy of the Bond for cancellation at the office of the Bond Registrar together with written certification that such Bond was actually lost, stolen or destroyed and of its ownership thereof.

Section 14. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 15. Effective Date of Ordinance. This ordinance will become effective five days from and after its passage, approval and publication.

PASSED by the City Council of the City of Auburn, Washington, at a regular meeting of the City Council held on February 16, 2016.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN, WASHINGTON

Nancy Backus, Mayor

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Pacifica Law Group LLP, Bond Counsel

CERTIFICATE

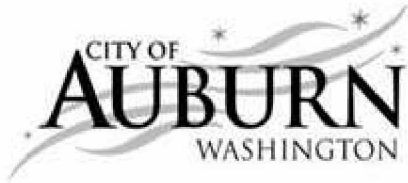
I, the undersigned, City Clerk of the City of Auburn, Washington, DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Ordinance No. 6587 (the "Ordinance") of the City, duly passed at a regular meeting of the City Council (the "Council") of the City held on February 16, 2016.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of February, 2016.

City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6588, Second Reading

Date:

February 10, 2016

Department:

Finance

Attachments:

[Ordinance No. 6588](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6588.

Background Summary:

Ordinance No. 6588 levies a .0209% 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 2035. 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 2015, the remaining principal balance is \$6.1 million.

The tax credit is available to the City for up to 25 years. 2016 will be the seventh 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 .0209% is estimated to generate \$250,000 for local revitalization funding during the State's fiscal year, July 1, 2016 to June 30, 2017.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: February 16, 2016

Item Number: ORD.B

ORDINANCE NO. 6 5 8 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 2016**

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 39.14 RCW; and

WHEREAS, Chapter 39.14 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, 2016 through June 30, 2017, 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. 6494, is hereby amended to .0209%, effective July 1, 2016.

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.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



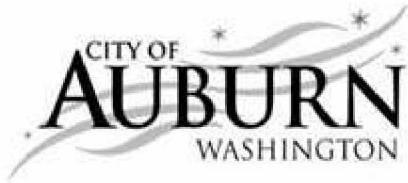
Daniel B. Heid, City Attorney

Published: _____

Ordinance No. 6588

January 21, 2016

Page 2 of 2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5198

Date:

February 8, 2016

Department:

CD & PW

Attachments:

[Resolution No. 5198](#)

[Draft Ordinance No. 6586](#)

[Ordinance No. 6344](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5198.

Background Summary:

Resolution No. 5198 sets the date of the public hearing for renewal of Franchise Agreement No. 10-23, for New Cingular Wireless PCS, LLC for March 14, 2016 at 4:00 pm in Council Chambers.

New Cingular Wireless PCS, LLC has applied for renewal and correction to their existing Franchise Agreement to continue to operate within the City's rights of way a wireless telecommunications facility adjacent to 2604 Auburn Way North. Per Auburn City Code Chapter 20.06.140 a public hearing shall be held prior to granting or denying renewal of a franchise agreement.

Draft Ordinance No. 6586 and Franchise Agreement No. 10-23, Ordinance No. 6344 are attached as back up documentation for Resolution No. 5198.

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

Snyder

Meeting Date: February 16, 2016

Item Number: RES.A

RESOLUTION NO. 5198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER THE RENEWAL OF FRANCHISE AGREEMENT NO. 10-23 AND AMENDMENT OF ORDINANCE NO. 6344 WITH NEW CINGULAR WIRELESS PCS, LLC

WHEREAS, New Cingular Wireless PCS, LLC ("Grantee") has applied to the City for renewal and correction to their existing Franchise Agreement No. 10-23 for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn; and

WHEREAS, The City has reviewed the Grantee's application materials, and the City Engineer is satisfied that the application is sufficiently complete, so as to warrant holding a public hearing before the City Council to consider the renewal and correction to the franchise agreement, pursuant to ACC 20.06.140 of the Auburn City Code (ACC).

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

Section 1. That a hearing on the application by the Grantee for renewal and correction to Franchise Agreement No. 10-23, Ordinance No. 6344 with the City of Auburn is hereby set for 4:00 p.m. on the 14th day of March, 2016, at the City Council Chambers at 25 West Main Street, Auburn, Washington, 98001, with all persons wishing to speak to the application 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.

Resolution No. 5198
Franchise Agreement No. 10-23 Renewal
January 25, 2016
Page 1 of 2

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

DATED and SIGNED this _____ day of _____, 2016.

CITY OF AUBURN

Nancy Backus
Mayor

Attest:

Danielle E. Daskam, City Clerk

Approved as to Form:



Daniel B. Heid, City Attorney

Resolution No. 5198
Franchise Agreement No. 10-23 Renewal
January 25, 2016
Page 2 of 2

ORDINANCE NO. 6586

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE RENEWAL OF FRANCHISE AGREEMENT NO. 10-23 AND AMENDMENT OF ORDINANCE NO. 6344 WITH NEW CINGULAR WIRELESS PCS, LLC

WHEREAS, On February 22, 2011, the City Council adopted Ordinance No. 6344, granting a wireless communications franchise to New Cingular Wireless PCS, LLC ("Grantee"); and,

WHEREAS, the coordinates for the location of the wireless facilities are inaccurately listed in Exhibit A of the franchise agreement, No. 10-23; and

WHEREAS, New Cingular Wireless PCS, LLC wishes to renew Franchise Agreement No.10-23 for an additional five year term and correct the facilities location description; and

WHEREAS, following proper notice, the City Council held a public hearing on the Grantee's request for renewal and correction of the facilities location description of Franchise Agreement No. 10-23, 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, 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 in Compliance with RCW 35.99 now deems it appropriate and in the best

Draft Ordinance No. 6586
Franchise Agreement No. 10-23, Renewal
January 25, 2016
Page 1 of 5

interest of the City and its inhabitants that the renewal and correction of Franchise Agreement No. 10-23 be granted to the Grantee.

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

Section 1. Subject to the conditions set forth in this Ordinance, the City approves Grantee's application for renewal for one five-year period as provided for in Section 3 B of Ordinance No. 6344, Franchise Agreement No. 10-23, a copy of which is attached hereto and marked as Exhibit A. Such five-year renewal period shall commence on the effective date of this Ordinance.

Section 2. Exhibit A of Ordinance No. 6344 is amended and hereby replaced with Exhibit A, attached hereto, and a new Exhibit C-1 is added as an Exhibit to Ordinance No. 6344, which additional Exhibit is also attached hereto.

Section 3. All other provisions of Ordinance No. 6344 shall remain unchanged and in full force and effect.

Section 4. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 5. 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 6. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

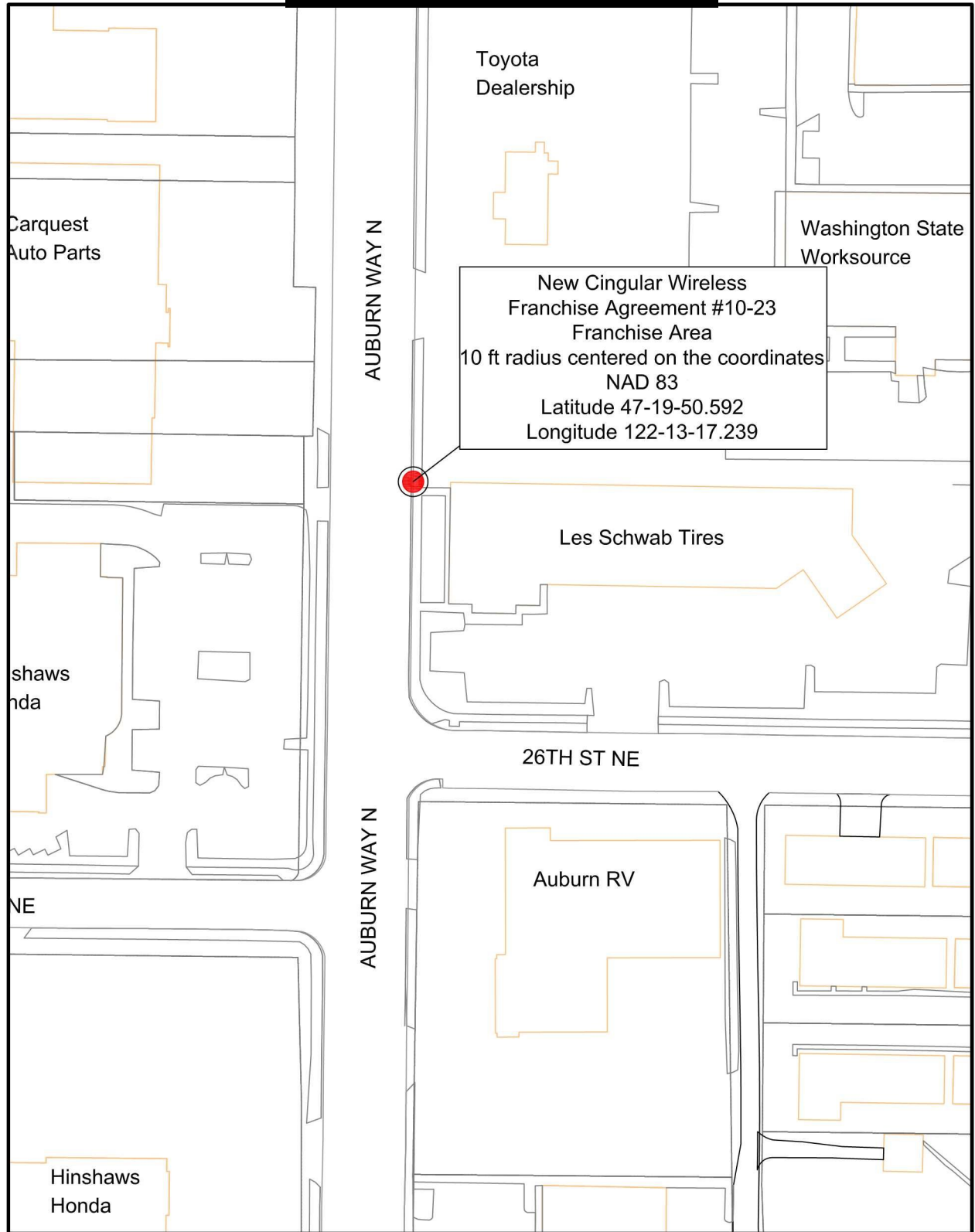
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Draft Ordinance No. 6586
Franchise Agreement No. 10-23, Renewal
January 25, 2016
Page 3 of 5



CITY OF AUBURN
WASHINGTON

Franchise Agreement #10-23
New Cingular Wireless PCS, LLC.
Ordinance No. 6344
Exhibit "A"

0 100'
SCALE: 1" = 100'

EXHIBIT "C-1"

STATEMENT OF ACCEPTANCE

New Cingular Wireless PCS, 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. 6344, attached hereto and incorporated herein by this reference as amended by Ordinance No. 6586.

NEW CINGULAR WIRELESS PCS, LLC

A Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Date: _____

Name:

Title:

STATE OF _____)
)ss.

COUNTY OF _____)

On this ____ day of _____, 20____, 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: _____

Draft Ordinance No. 6586
Franchise Agreement No. 10-23, Renewal
January 25, 2016
Page 5 of 5

[REDACTED]
[REDACTED]
[REDACTED]
ORDINANCE NO. 6344

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR A WIRELESS COMMUNICATION SERVICE PROVIDER

WHEREAS, New Cingular Wireless PCS, 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, upon, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, 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 "B" ("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: City Engineer
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:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # WA416
Cell Site Name: Christopher
Fixed Asset #: 10013466
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # WA416
Cell Site Name: Christopher
Fixed Asset #: 10013466
P.O. Box 97061
Redmond, WA 98073-9761
16331 NE 72nd Way, RTC1
Redmond, WA 98052

(U.S. Mail)

(overnight courier)

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other.

B. Any changes to the above-stated Grantee information shall be sent to the City's Right-of-Way Manager, 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 “C,” 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, said agreement will automatically terminate and shall 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 undertaking 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 Right-of-Way 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 should 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 facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, together with Grantee and other utility purveyors or authorized users of the Public Way, will develop and follow the Public Works Director's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this agreement and to a Franchise agreement, should one become necessary.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested of the City Right-of-Way Manager 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 and/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 parties agree to work together to avoid disclosures of information which would result in economic loss or damage to Grantee because of mandatory disclosure requirements to third persons. Grantee shall indemnify and hold harmless the City for any loss or liability for costs for attorneys fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of the pending of a request or claim.

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 **[RCW 35.99 is applicable to telecommunications and cable TV franchises remove citation for other franchisees]**. 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 combined single limit for bodily injury and property damage of \$1,000,000 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 of \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 or equivalent 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. 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 included 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 of \$1,000,000 per claim or wrongful act and in the aggregate for all professionals employed or retained by 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 mail 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 minus: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) 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 consent of the City by ordinance, which approval shall not be unreasonably withheld.

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 Including Termination

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

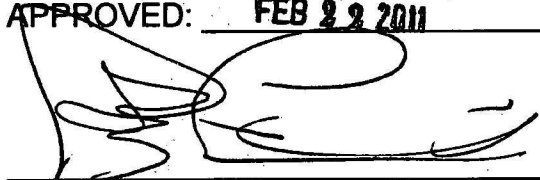
The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

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.

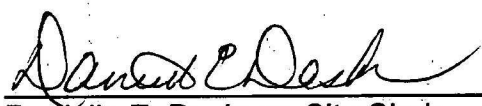
Section 26. Effective date.

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

INTRODUCED: FEB 22 2011
PASSED: FEB 22 2011
APPROVED: FEB 22 2011


PETER B. LEWIS, MAYOR

ATTEST:



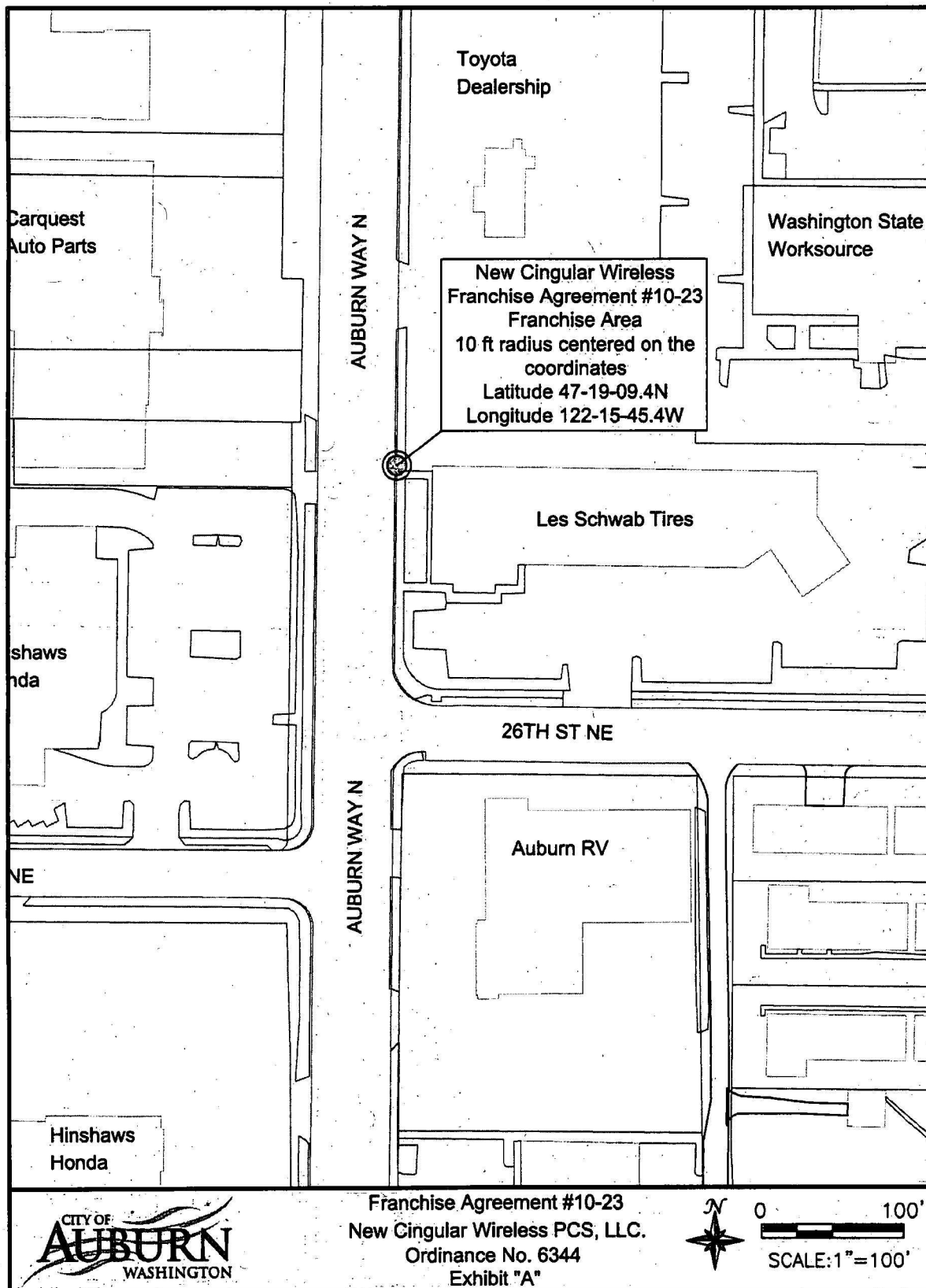
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: February 25, 2011



W0222-2B

Grantee Facilities and Services
Cell Tower Facility providing
wireless communications services by antennas,
RF frequency and associated ground equipment.
Coverage intended for the Auburn Way North
commercial areas and adjacent vicinities.



Franchise Agreement #10-23
New Cingular Wireless PCS, LLC.
Ordinance No. 6344
Exhibit "B"

W0222-2C

EXHIBIT "C"

STATEMENT OF ACCEPTANCE

New Cingular Wireless PCS, 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.

NEW CINGULAR WIRELESS PCS, LLC
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: Roy J. Willy
Title: Sr. Project Manager

Date: 3-17-11

STATE OF Oregon
COUNTY OF Deschutes ss.)

On this 17 day of March, 2010, before me the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared, Roy J. Willy of New PCS LLC 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.

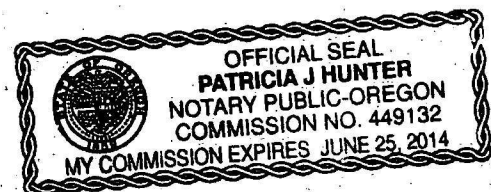
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

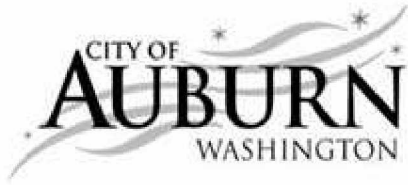
[Signature]
Signature

NOTARY PUBLIC in and for the State of
Oregon, residing at Bend

MY COMMISSION EXPIRES: 6-25-2014

Ordinance No. xxxx
DATE
Page 15 of 15





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5201

Date:

January 12, 2016

Department:

Information Services

Attachments:

[Resolution No. 5201](#)
[VRFA ILA for GIS services](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5201.

Background Summary:

This item was discussed at the February 8, 2016 study session. The Resolution formalizes an Interlocal Agreement between the City of Auburn and Valley Regional Fire Authority for GIS services.

Reviewed by Council Committees:**Councilmember:**

Staff: Haugan

Meeting Date: February 16, 2016

Item Number: RES.B

RESOLUTION NO. 5201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND VALLEY REGIONAL FIRE AUTHORITY FOR GIS SERVICES

WHEREAS, RCW 39.34 authorizes public agencies to enter into interlocal agreements; and

WHEREAS, Valley Regional Fire Authority (VRFA) has the need for professional GIS services; and

WHEREAS, the City of Auburn is able and willing to provide those services, at a cost that is acceptable to the City.

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

Section 1. The Mayor of the City of Auburn is hereby authorized to execute an Interlocal Agreement between the City of Auburn and Valley Regional Fire Authority (VRFA) for Information Technology Services in substantial conformity with the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor is hereby 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.

Dated and Signed this ____ day of _____, 2016.

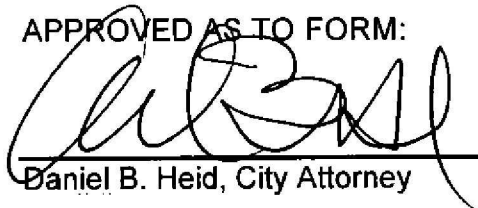
CITY OF AUBURN

NANCYBACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

**CITY OF AUBURN and VALLEY REGIONAL FIRE AUTHORITY
INTERLOCAL AGREEMENT FOR
GEOGRAPHIC INFORMATION SYSTEMS**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of _____, 2016, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), and the Valley Regional Fire Authority, a municipal corporation of the State of Washington (hereinafter referred to as "VRFA"),

WITNESSETH:

WHEREAS, VRFA seeks geographic information systems ("GIS") technology services; and

WHEREAS, the City has the requisite skills, resources, and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties hereto do hereby agree as follows:

1. SCOPE OF SERVICES

The City agrees to perform for VRFA, in a competent and professional manner the tasks specific to GIS support of the VRFA described on Exhibit A which is attached hereto and by this reference made a part of this Agreement. The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services." The City 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 VRFA. The City shall perform the services described in Exhibit A which is attached hereto and by this reference made a part of this Agreement.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional GIS services are required by VRFA or reduction in services are necessary beyond those specified in Exhibit A and the compensation listed in Exhibit B of this agreement, and further provided that the City has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to the City's performance of the additional GIS services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment provides to the contrary, in

which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which GIS services other than those described on Exhibit A are desired by VRFA and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of the City's performance of the requested services. The City hereby agrees that it shall perform such services upon the request of an authorized representative of VRFA at a rate of compensation to be mutually negotiated in connection therewith. Any such additional GIS services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

4. VRFA'S RESPONSIBILITIES

VRFA shall do the following in a timely manner so as not to delay the services of the City:

- a. Designate in writing a person to act as VRFA's representative with respect to the services described in Exhibit A. VRFA's designee shall have complete authority to transmit instructions, receive information, interpret and define VRFA's policies and decisions with respect to the services, except in the event of an emergency as described in Exhibit A.
- b. Furnish the City with all information, criteria, objectives, schedules and standards for the services provided for herein.
- c. Arrange for access to the property or facilities as required for the City to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the City and render decisions regarding such documents in a timely manner to prevent delay of the services including passwords, facility access and data systems to which VRFA is requesting support.
- e. Provide secure access to all documents, data and systems that the City needs to perform services requested.

5. ACCEPTABLE STANDARDS

The City shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and professional standard acceptable to VRFA.

6. COMPENSATION

Compensation for the City's performance of the services provided for herein are attached as Exhibit B. The Annual fees shall be increased January 1, 2017, and each January 1 thereafter, by an amount equal to 1% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index - U whichever is greater for the term of this Agreement.

The City shall submit to VRFA a monthly invoice and VRFA 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 City thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

The City shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The initial term of this agreement shall be twelve (12) months and may be extended thereafter by written agreement of the Parties 60 days prior to term end. Either party may cancel this Agreement upon sixty (60) days written notice to the other party.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, data, design calculations, working drawings and any other materials created or otherwise prepared by the City as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of the City, and may be used by VRFA for any purpose beneficial to VRFA. Public records requests shall be the responsibility of VRFA; however the City may assist at VRFA's request at hourly rates provided under Exhibit B for onsite support.

9. 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 VRFA for a period of up to three (3) years from the final payment for work performed under this Agreement.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the City agrees that, notwithstanding such dispute or conflict, the City shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided, that if the VRFA fails to pay the City for the services, the City can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Ashley Riggs, Innovation & Technology Operations Manager or designee on behalf of the City, and by Eric Robertson, VRFA Administrator or designee on behalf of VRFA. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Ashley Riggs
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3149
Fax: 253-804-3116
E-mail: ariggs@auburnwa.gov

VALLEY REGIONAL FIRE AUTHORITY
Administration
Eric E. Robertson
1101 D Street NE
Auburn, WA 98002
Office: 253-288-5801
Fax: 253-288-5900
E-mail: eric.robertson@vrfa.org

12. NOTICES

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

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

13. INSURANCE

VRFA shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of VRFA's membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to the City.

The City shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of the City's membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to VRFA.

14. INDEMNIFICATION

- a. VRFA shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and

all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or VRFA's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of VRFA; and provided further, that nothing herein shall require VRFA to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

b. The City shall indemnify and hold VRFA and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against VRFA arising out of, in connection with, or incident to the execution of this Agreement and/or the City's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of VRFA, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City; and provided further, that nothing herein shall require the City to hold harmless or defend VRFA, its agents, employees and/or officers from any claims arising from the sole negligence of VRFA, its agents, employees, and/or officers. No liability shall attach to VRFA by reason of entering into this Agreement except as expressly provided herein.

15. WAIVER OF SUBROGATION

VRFA and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of VRFA or the City.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with

respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.

c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Semi-annual operational review and service meetings shall be held with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be listed by the parties on their websites as provided for in RCW 39.34.040.

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

CITY OF AUBURN

VRFA

Nancy Backus
Auburn Mayor

Eric E. Robertson
VRFA Administrator

Attest:

Attest:

Danielle Daskam,
Auburn City Clerk

Louise M. Bartol
Clerk of the Board

Approved as to form:

Approved as to form:

Daniel B. Heid
Auburn City Attorney

Joseph F. Quinn
Counsel for VRFA

EXHIBIT A SCOPE OF SERVICES

The following data sets, referred to as “Public Safety Data”, are managed and maintained by the City of Auburn GIS. These are the core data sets available to VRFA in any GIS service outlined in Exhibit A. The “Public Safety Data” also includes the data sets required by Valley Communications for the CAD map.

1. Address Points: Address points and/or street centerline
2. Fire Service Reporting and Response Districts: boundaries for response areas
3. Gates and Barriers: access points that are blocked
4. Hydrology: lakes, rivers, streams and waterways
5. Mileposts: points indicating distance to a certain location
6. Police Patrol Districts: larger reporting areas within the City
7. Police Reporting Districts: smaller reporting areas within the districts
8. Political Boundaries: city and county boundaries. Other local government boundaries including water purveyors, fire districts, etc.
9. Railroads: BNSF and Union Pacific
10. Service Area Buffers
11. Streets: street centerlines broken by intersections including street attributes like speed limit, number of lanes, dead-ends, etc....
12. Valley Communication Service Areas: boundary of entire VCC service area
13. Water Hydrants: points of locations, type and flow ratings

In addition, the below data sets have been identified as critical by VRFA as they will be used in the establishment and evaluation of both current and future performance. These data sets will also be available to VRFA in the same manner that the Public Safety Data is.

1. Topography/Ornithology: elevation and overhead view data
2. Zoning: boundaries indicating City zoning and land use data.
3. Occupancy and Permit: building related data from the City’s permit system
4. Hazard and Critical Areas: landslide, earthquake, lahar, flood, wetland, etc.
5. Fire Demand/Management Zones: boundaries designated by VRFA for response management
6. Required Fire Flow: specific buildings that have special response needs
7. Bridges: non-pedestrian and pedestrian bridges within the City

All services provided are based off of the data sets outlined above.

- VRFA response map development
- VRFA map printing
- Annual reprints of all templated maps
- Map exports (i.e. PDF and image)
- Data exports (i.e. Esri shapefiles and Esri Geodatabase)
- Access to Auburn GIS mobile devices for field data collection
- Access to web-based map services for data consumption

- GIS liaison between VRFA and VCC on CAD map data
- Assistance/support with GIS related fire accreditation data
- Assistance/support with GIS related programs
- Standard, dedicated eGIS site for VRFA (requires signature of completion by both parties)
- Read-only access to all non-public safety data that GIS stores or has access to

Note: Data will be accessed by VRFA the same way VRFA connects to the City of Auburn over dedicated fiber for access to CRW.

Services not included which may incur additional charges:

- License(s) to Auburn's Esri software
- GIS related training beyond the initial stand up of eGIS site
- Customizations and development of non-standard features for dedicated eGIS site
- Data collection
- Data cleanup on non-Public Safety Data
- Initial cost or maintenance cost of data subscriptions
- Initial cost or maintenance cost of VRFA software
- Data analysis on special projects

Requesting support:

All requests for service should be emailed to helpdesk@auburnwa.gov. Requests will automatically be forwarded to the City GIS staff members for resolution.

Service levels:

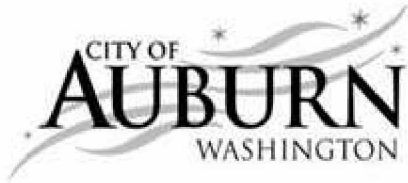
For requests e-mailed Monday through Friday from 8:00 a.m. to 5:00 p.m. ("regular business hours"), we will use best efforts to respond within 60 minutes. During high call volumes, we will assist you as soon as possible. Staff will not respond to request made outside regular business hours.

Billing:

All services will be billed monthly according to Exhibit B. Services that are billed on an hourly basis will include a brief description of the service and hours provided. Monthly charges for service are based on support items listed above. In the event annual support and services exceed the scope of this agreement, VRFA agrees to negotiate these additional services which may include mutually agreed adjustments to monthly service charges.

**EXHIBIT B
COST OF SERVICES**

Support Function	Operating Hours	Billing rate	Monthly cost
Services outlined in Exhibit A	M - F, 8 a.m. - 5 p.m. excluding holidays	\$2,024.00 / month	\$2,024.00
One-time project fee:	M - F, 8 a.m. - 5 p.m. excluding holidays	\$100.00 / hour	N/A



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5209

Date:

February 8, 2016

Department:

CD & PW

Attachments:

[Resolution No. 5209](#)

[Amendment No. 3](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5209.

Background Summary:

Resolution No. 5209 Authorizes the Mayor to execute a 3rd Amendment to the Transit Service Direct Financial Partnership Agreement between the City of Auburn, King County and the Pierce County Transit Benefit Authority (Pierce Transit) to extend the operation of the Pierce Transit Route 497 through February 2020. Route 497 connects Lakeland to downtown Auburn.

The Resolution also authorizes the Mayor to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

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

Snyder

Meeting Date: February 16, 2016

Item Number: RES.C

RESOLUTION NO. 5 2 0 9

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE A THIRD AMENDMENT
TO THE TRANSIT SERVICE DIRECT FINANCIAL
PARTNERSHIP AGREEMENT BETWEEN THE CITY
OF AUBURN, KING COUNTY AND PIERCE
COUNTY PUBLIC TRANSIT BENEFIT AUTHORITY
(PIERCE TRANSIT)

WHEREAS, on December 22, 2008, the City of Auburn, King County, and the Pierce County Public Transit Benefit Authority (Pierce Transit) entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A of the Agreement (*i.e.*, Lakeland Hills-Auburn Sounder Station route) were implemented on or around February 9, 2010; and

WHEREAS, the parties have twice previously amended the Agreement, including a December 2014, amendment whereby the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A until March 12, 2016, and the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1; and

WHEREAS, the Parties now desire to extend the Agreement to provide the enhanced transit service described in Part I of Attachment A of the Agreement for an additional five-year period.

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 an
Amendment No. 3 to the Transit Service Direct Financial Partnership Agreement
between the City of Auburn, King County and Pierce Transit, which amendment
shall be in substantial conformity with the amendment attached hereto as Exhibit
"1".

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 _____, 2016.

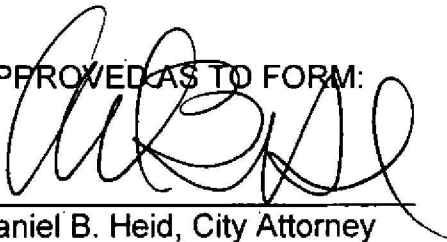
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

AMENDMENT No. 3
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITY OF AUBURN, WASHINGTON
and
PIERCE TRANSIT

This Amendment No. 3 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 3" or the "Third Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City") and the Pierce County Public Transportation Benefit Authority ("Pierce Transit"), both Washington municipal corporations (referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter separately as "Party" or together as "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service , unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in Section 1 of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Parties desire to have Pierce Transit continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Parties; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement were implemented on or about February 9, 2010; and

WHEREAS, in December 2014 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) until March 12, 2016, during which the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and

modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. Extension of Term of Agreement

As provided for in Section 4.1, the enhanced transit service described in Part I of Attachment A (Lakeland Hills Service) in the Agreement is extended until February 9, 2020.

2. Lakeland Hills Service Cost

Operating Cost:

The operating cost for the Lakeland Hills service (Rt. 497) beginning in 2016 will be based on Pierce Transit's hourly rate of \$99.78. The Parties agree that the operating hourly rate may be adjusted each year to reflect changes to Pierce Transit's service operation costs, however it is agreed that the operating hourly rate for this Agreement shall not increase by more than three percent (3%) each year.

Capital Cost:

In addition to the operating costs, the Parties agree to pay for Pierce Transit's capital costs associated with the Lakeland Hills service. The total capital cost for this service is \$71,155 per year and is fixed for the term of this extension period.

Monetary Contributions:

The Parties agree that beginning January 1, 2016 and through the term of this extension, the costs for providing seven weekday AM northbound and seven weekday PM southbound trips on the Lakeland Hills service (Route 497) will be divided equally between the three parties, King County, City of Auburn and Pierce Transit.

The total Service costs for 2016 are estimated below. The Parties will each be responsible for one-third (1/3) of the total costs.

2016	Operating Cost (\$99.78/hr x 3,811 annual hrs.)	Capital Cost	TOTAL COST
AUBURN	\$ 126,754	\$ 23,718	\$ 150,472
KING COUNTY	\$ 126,754	\$ 23,718	\$ 150,472
PIERCE TRANSIT	\$ 126,754	\$ 23,718	\$ 150,472
ANNUAL TOTAL:	\$ 380,261	\$ 71,155	\$ 451,416

Additionally, Pierce Transit intends to provide an eighth weekday AM northbound and an eighth weekday PM southbound trip on Route 497. These trips will be funded separately by Pierce Transit and are not included as part of this Amendment No. 3.to the Agreement.

3. No Other Modifications.

Except as specifically provided for in this Amendment No. 3, all other provisions of the Agreement shall remain unchanged and in full force and effect.

4. Effective Date.

This Amendment No. 3 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 3 to the Agreement as of the date set forth below their signatures.

KING COUNTY

CITY OF AUBURN

By: _____
Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation

By: _____
Nancy Backus
Mayor
City of Auburn

Date: _____

Date: _____

PIERCE TRANSIT

By: _____
Sue Dreier
Chief Executive Officer
Pierce Transit

Date: _____