



**City Council Meeting
January 21, 2014 - 7:30 PM
Auburn City Hall
AGENDA**

[Watch the meeting video](#)

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

I. CALL TO ORDER

A. Flag Salute

B. Roll Call

C. Announcements, Appointments, and Presentations

1. Planning Commission

City Council to approve the reappointment of the following Planning Commission members for a new three year term to expires December 31, 2015:

1. Robert Baggett
2. Ron Copple
3. Joan Mason

2. Arts Commission

City Council to approve the reappointment of the following Arts Commission members for a new three year term to expire December 31, 2015:

1. DeNae McGee
2. Ronalee Schwend
3. Colleen Maloney

City Council to approve three new appointments to the Arts Commission for a three term to expire December 31, 2015:

1. Donna M. Smart
2. Feney O. Perez
3. Jan G. Jensen
4. Charlotte Gollnick

3. Airport Board

City Council to approve the reappointment of Mark Babcock for a new three year term to expire December 31, 2015.

D. Agenda Modifications

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing is scheduled for this evening.

B. Audience Participation

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

C. Correspondence

There is no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

1. **January 13, 2014 Minutes* (Peloza)**

B. Planning & Community Development

1. **January 13, 2014 Minutes* (Holman)**

C. Public Works

1. **January 6, 2014 Minutes* (Osborne)**

D. Finance

1. **January 6, 2014 Minutes* (Wales)**

E. Les Gove Community Campus

F. Council Operations Committee

IV. 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 6, 2014 regular meeting*

B. 2013 Claims Vouchers (Wales/Coleman)

Claims voucher numbers 426877 through 427021 in the amount of \$2,520,180.46 and dated January 21, 2014.

C. 2014 Claims Vouchers (Wales/Coleman)

Claims voucher numbers 426871 through 426873 and voucher numbers 427022 through 427120 in the amount of \$2,768,339.58 and one wire transfer in the amount of \$792.00 and dated January 21, 2014.

D. Payroll Vouchers (Wales/Coleman)

Payroll check numbers 534407 through 534455 in the amount of \$949,606.03, electronic deposit transmissions in the amount of \$1,257,913.93 for a grand total of \$2,207,519.96 for the period covering January 2, 2014 to January 15, 2014.

E. Project No. CP0746* (Holman/Tate)

City Council to approve consultant services agreement AG-C-449 with Maul Foster & Alongi, Inc. for environmental and real estate services for Project No. CP0746

Mill Creek Wetland 5K Restoration

F. **Public Works Project No. CP1120* (Osborne/Snyder)**

City Council to approve Change Order No. 02 in the amount of \$35,769.77 to Contract No. 13-07 for work on Project No. CP1120 Lea Hill Safe Routes to School

V. **UNFINISHED BUSINESS**

There is no unfinished business.

VI. **NEW BUSINESS**

A. **Ratification of Resolution No. 5017* (Wagner/Heid)**

A Resolution of the City Council of the City of Auburn, Washington, repealing Resolution No. 5893 passed December 17, 2012, and designating the members, powers, duties and meeting times and day of all standing committees of the City Council of the City of Auburn and designating the Deputy Mayor

(RECOMMENDED ACTION: City Council ratify Resolution No. 5017.)

VII. **RESOLUTIONS**

A. **Resolution No. 5013* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a Franchise Agreement with T-Mobile West LLC

(RECOMMENDED ACTION: City Council adopt Resolution No. 5013.)

B. **Resolution No. 5018* (Osborne/Snyder)**

A Resolution of the City Council of the Auburn, Washington, authorizing the renewal of Public Way Agreement 08-03 and amending the terms to the agreement with MCI Communications

(RECOMMENDED ACTION: City Council adopt Resolution No. 5018.)

C. **Resolution No. 5021* (Peloza/Faber)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and Golf Now, LLC for reservations, point of sale, and marketing software services related to the Auburn Municipal Golf Course

(RECOMMENDED ACTION: City Council adopt Resolution No. 5021.)

D. **Resolution No. 5027* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an amendment to the Sewer Franchise Agreement between the City of Auburn and King County to operate, maintain and construct sewer mains, service lines and appurtenances in, over, along, and under County roads

(RECOMMENDED ACTION: City Council adopt Resolution No. 5027.)

E. **Resolution No. 5029* (Holman/Tate)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the

Mayor and City Clerk to execute a Purchase and Sale agreement between the City of Auburn and John Rice

(RECOMMENDED ACTION: City Council adopt Resolution No. 5029.)

F. **Resolution No. 5030* (Holman/Tate)**

A Resolution of the City Council of Auburn, Washington, approving and authorizing execution of an interlocal agreement with Pierce County, thereby amending the Pierce County Countywide Planning Policies for Centers of Local Importance

(RECOMMENDED ACTION: City Council adopt Resolution No. 5030.)

G. **Resolution No. 5034* (Wagner/Heid)**

A Resolution of the City Council of the City of Auburn, Washington, amending Resolution No. 5017 passed December 16, 2013 relating to the standing committees of the City Council of the City of Auburn

(RECOMMENDED ACTION: City Council adopt Resolution No. 5034.)

H. **Resolution No. 5038* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, Repealing Resolution No. 4826 Regarding Reduction of Speeds on Arterial Street Routes in the City

(RECOMMENDED ACTION: City Council adopt Resolution No. 5038.)

VIII. **REPORTS**

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

A. **From the Council**

B. **From the Mayor**

IX. **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:

January 13, 2014 Minutes

Date:

January 15, 2014

Department:

Police

Attachments:

[January 13, 2014 Minutes](#)

Budget Impact:

\$0

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

Municipal Services

Councilmember: Peloza

Staff:

Meeting Date: January 21, 2014

Item Number: MS.1



**Municipal Services Committee
January 13, 2014 - 3:30 PM
City Hall Conference Room 3
MINUTES**

I. CALL TO ORDER

Chair Pelozo called the meeting to order at 3:32 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

A. Roll Call

Members present: Chair Bill Pelozo, Vice Chair Wayne Osborne and Member Claude DaCorsi.

Staff present: Mayor Nancy Backus, Chief of Police Bob Lee, Assistant Chief of Police Bill Pierson, Parks, Arts and Recreation Director Daryl Faber, Finance Director Shelley Coleman, City Attorney Dan Heid, Maintenance and Operations Manager Randy Bailey, Auburn Golf Pro Chris Morris, Solid Waste and Recycling Supervisor Joan Nelson and Police Secretary/Scribe Terry Mendoza. **Others present:** Auburn Riverside High School students Ayanna Ford and Brittni Williams, Auburn Valley Humane Society President Don Edwards, Auburn Valley Humane Society Executive Director Phil Morgan, Waste Management Public Sector Services Manager Laura Moser, and Auburn Reporter representative Robert Whale.

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

A. December 9, 2013 Minutes

Vice Chair Osborne moved to accept the Minutes as presented. Member DaCorsi seconded. Chair Pelozo concurred.

MOTION PASSED: 3-0

III. RESOLUTIONS

A. Resolution No. 5021 (Faber)

Parks, Arts and Recreation Director Daryl Faber briefed the Committee on Resolution number 5021 which authorizes the Mayor to execute an agreement between the City of Auburn and Golf Now, LLC

for reservations, point of sale, and marketing software services related to the Auburn Municipal Golf Course. Staff met over the last 6 months regarding the various software programs used for tee time management, financial management and electronic marketing. Golf Now is the leading National firm in the Internet tee time reservations systems as well as point of sale for off site reservations. The Golf Now *Point of Sale* system meets the desired financial data, demographic and controls as required by the City of Auburn Finance Department. Over 100 Washington golf courses utilize Golf Now as their point of sales marketing provider including local courses in Renton, Tacoma, Kent and Tukwila. The 2-year agreement is a reciprocal agreement. They are provided with 2 tee times per day as their revenue so there is no exchange of funds. All other money that is booked on their system is received by the City through the City's financial system. Additionally, Golf Now is the owner of the *Golf Channel* so there are many opportunities for extensive marketing. Committee discussion followed.

Vice Chair Osborne moved to forward to full Council for consideration. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

IV. DISCUSSION ITEMS

A. Animal Control and Rescue (Lee)

Assistant Chief of Police Bill Pierson reported on Animal Control and Rescue operations for the 4th quarter of 2013. The final quarter represents a full year of animal control services in the City of Auburn and statistics confirm the need for these services in our area. Statistics also show that the number of 911 dispatched calls and calls made directly to Animal Control Officer (ACO) George Winner decreased; however, all other types of calls increased. Also of note are the 4 wildlife-related calls received - 2 injured crows, a Canadian Goose, and a Sea Gull - all of which were taken to area animal hospitals for treatment. For the year, figures indicate that reports are up by 30% and there were more than one hundred infractions issued for 3 consecutive quarters. The majority of the infractions are for licensing and the number totals approximately 400. Chief of Police Bob Lee advised that the verification of these expired licenses will be labor intensive as there may be a legitimate reason depending on the status of the pet. Staff is currently working on a solution to handle the process such as utilizing the PD volunteers. Committee discussion followed and the following inquiry was made with a request for follow up. If the number of infractions issued totaled 172 and 103 of those were issued a charge of \$50.00 each, what happened to the other 69? Staff will research and follow up directly with the Committee.

B. Shopping Cart Update (Bailey)

Maintenance and Operations Manager Randy Bailey provided a report on the bi-annual Shopping Cart status for 2013. There were two billings that occurred on September 23 and November 19 for *shopping carts* and *shopping cart disposal fees*, respectively. The total for shopping carts billed was \$3,240.00 with \$3,060.00 in payments received leaving an outstanding balance of \$180.00. The total invoiced for shopping cart disposal fees was \$490.00 with \$70.00 in payments received leaving an outstanding balance of \$420.00. Of the total \$600.00 outstanding balance, \$500.00 (equal to \$150.00 for 5 carts + \$350.00 disposal fee) is for Albertson's located in South Auburn. Committee discussion followed.

C. AVHS Board Review / Animal Control Licensing Program (Coleman)

Finance Director Shelley Coleman updated the Committee on the most recent Auburn Valley Humane Society (AVHS) Board meeting and Animal Control Licensing Program information through November, 2013. Chair Bill Peloza also invited AVHS President, Don Edwards, and The AVHS Executive Director, Phil Morgan, to participate in the discussion. The Shelter revenue, both operations and fund raising, through November, totaled \$505,052.00 and represents 86% of the combined annual revenue budget of \$585,445.00. A schedule summarizing the financial results was presented in the Committee's agenda packet. The board also voted on the 2014 budget which included an approximately 12% increase in the operations budget. On the Animal Licensing Summary Report, Chair Peloza inquired about how to improve on the number of people licensing their pets and what entities can the City partner with to increase pet licensing. Don commented that one of the hindrances in order to renew a pet license is that the City requires an owner to provide proof (a certificate or some type of document) of a rabies vaccination. State law requires that a pet receive a rabies shot but most municipalities do not request an actual document as proof of vaccination. Phil added that other jurisdictions use the rabies vaccination as a way to regulate the mandate of getting a rabies shot by obtaining a license. Further, licenses are either used for identification purposes only or used for rabies management. Committee discussion followed and several requests were made by the committee: (1) Committee recommends revising the City Code by removing the rabies documentation requirement in order to license a pet and Director Coleman will work with the City's Legal department to get this completed; and (2) the Committee recommends that AVHS visit all veterinary offices in Auburn to encourage and promote the marketing of licenses based on the code change. The code revision will be an action item on the next Municipal Services Committee agenda.

D. Resolution No. 5025 (Coleman)

Finance Director Shelley Coleman briefed the Committee on Resolution 5025 which authorizes the acceptance and appropriation of Grant Funds in the amount of thirty six thousand two hundred sixty four dollars (\$36,264.00), and authorizes the Mayor to execute an Interlocal Agreement between King County and the City of Auburn to accept said funds for implementation of the 2014 Waste Reduction and Recycling grant program. The grant funding will be used for community education in the local schools and through community events. Events for 2014 include a community yard sale, sustainable movie night, residential recycling survey, bulky item collection, and outreach at City-sponsored activities. Committee discussion followed.

E. Resolution No. 5026 (Coleman)

Finance Director Coleman presented Resolution 5026 to the Committee. This is an annual services contract with the Seattle-King County Department of Public Health for local hazardous waste management. King County has extended \$21,578.99 for the City to promote the Neighborhood Natural Yard Care Program to one neighborhood and provide hazardous waste education to residents. Joan Nelson, Solid Waste and Recycling Supervisor, advised that Public Works will be taking the lead on this program and it will be focused in either the Lea Hill or North Auburn neighborhood. A 'neighborhood' consists of single family homes and a typical mailing can reach between 250-1000 households. Committee discussion followed.

F. Project Matrix

The following changes were identified for the Project Matrix:

Item 3I: The review date was changed to 07/14/14.

Item 4I: The review date was changed to 01/27/14.

V. **ADJOURNMENT**

The meeting was adjourned at 4:32 p.m. The next regular meeting of the Municipal Services Committee is scheduled for Monday, January 27, 2014 in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

Signed this _____ day of January, 2014.

Bill Pelloza, Chair

Terry Mendoza, Police Secretary/Scribe



AGENDA BILL APPROVAL FORM

Agenda Subject:

January 13, 2014 Minutes

Date:

January 15, 2014

Department:

Planning and Development

Attachments:

[January 13, 2014 Draft Minutes](#)

Budget Impact:

\$0

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

Councilmember: Holman

Staff:

Meeting Date: January 21, 2014

Item Number: PCD.1



**Planning and Community
Development
January 13, 2014 - 5:00 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chair John Holman called the meeting to order at 5:00 p.m. in Annex Conference Room 2 located on the second floor of One Main Professional Plaza, One East Main Street, Auburn, Washington.

A. Roll Call

Chair John Holman, Vice-Chair Largo Wales, and Member Yolanda Trout were present. Also present were Mayor Nancy Backus, Interim Planning and Development Director Jeff Tate, Public Affairs and Marketing Manager Dana Hinman, Planning Services Manager Elizabeth Chamberlain, Economic Development Manager Doug Lein, Interim Assistant Public Works Director/City Engineer Ingrid Gaub, Environmental Services Manager Chris Andersen, Engineering Aide Amber Mund, and Planning Secretary Tina Kriss.

Members of the public present: Councilmember Bill Peloza, Councilmember Wayne Osborne, Giovanni DiQuattro; President and CEO of the Auburn Area Chamber of Commerce Nancy Wyatt; Executive Director at the Auburn Downtown Association, Laura Westerguard; Laura Theimer; and Robert Whale of the Auburn Reporter.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were no agenda modifications.

II. CONSENT AGENDA

A. Minutes - December 9, 2013 (Tate)

Vice-Chair Wales moved and Member Trout seconded to approve the December 9, 2013 Planning and Community Development Committee minutes as written.

Motion carried unanimously. 3-0

ACTION

III.

A. Project No. CP0746 Mill Creek Wetland 5K Restoration (Andersen)

Environmental Services Manager Chris Andersen distributed materials to the Committee for AG-C-449, a consultant agreement between the City of Auburn and Maul Foster & Alongi, Inc for environmental and real estate services for Project No. CP0746, Mill Creek Wetland 5K restoration, Professional Services Agreement, AG-C-449.

The Committee and staff discussed the the cost of the services and services that would be provided by the consultant. The Committee was supportive of entering into a contract with Maul Foster Alongi, Inc.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council grant authorization for the City to enter into consultant agreement, AG-C-449, with Maul Foster & Alongi, Inc. for environmental and real estate services for Project No. CP0746, Mill Creek Wetland 5K Restoration.

Motion carried unanimously. 3-0

B. Resolution No. 5031 - Comprehensive Downtown Parking Management Plan (CDPMP) (Chamberlain/Yao)

Planning Services Manager Elizabeth Chamberlain presented the staff report on Resolution No. 5031, and provided background information on the Downtown Parking Management Plan(CDPMP).

Staff reviewed the CDPMP with the Committee and the Committee expressed their gratitude for the work completed by staff to present the CDPMP. After reviewing the plan, the Committee provided the following feedback:

*The Committee is supportive of the 3 hour on-street parking and would like to have an update on the status annually as development occurs.

*To create a "point of contact", the Committee recommended having a central person to answer questions and provide information related to parking.

*The Committee emphasized that they would like all updates and changes to parking posted on the City website and added to the Auburn Reporter as a method to inform the public. The Committee would also like staff to work in with the Auburn Downtown Association and the Auburn Area Chamber of Commerce to keep the public updates.

Chair Holman invited members of the audience forward for public comment:

Laura Westerguard, Executive Director of the Auburn Downtown Association, 222 E. Main St., Suite A, Auburn.

Ms. Westerguard thanked staff for their work to bring forward the CDPMP. She encouraged staff to use the Auburn Downtown Association (ADA) and the Auburn Area Chamber of Commerce to get press releases out, and to continue enhancing the City website to keep the public informed. She encouraged the City to reevaluate the parking plan more frequently than every four to five years and asked that the focus groups and online surveying tools continue to be used annually because it is an important issues for the Auburn residents and businesses.

Nancy Wyatt, President and CEO of the Auburn Area Chamber of Commerce, 108 S Division St, Auburn.

Ms. Wyatt stated that she appreciates the work the City has gone through to complete the CDPMP, the plan is thoughtful and forward thinking. Ms. Wyatt recommended partnering with the ADA and Auburn Area Chamber of Commerce in order to get the word out to both citizens and business, making sure they are aware of City changes and updates to parking. Ms. Wyatt stated the she believes the increased effort in getting information out would would assist in business retention and citizen approval because this is an important issue.

The Committee and staff discussed alternate transportation and private parking alternatives that may be used in the future.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council adopt Resolution No. 5031.

Motion carried unanimously. 3-0

IV. DISCUSSION ITEMS

A. Kent School District Impact Fees (Coleman)

Interim Planning and Development Director Jeff Tate distributed a map to the Committee showing the school districts located within the City of Auburn that the City collects school impact on behalf of.

As required by section 5.2 of the interlocal agreement with the Kent School District regarding 2012-2013 School Impact Fees, the Kent School District submitted the Annual Report of Impact Fee Expenditures and noted there was no activity to report.

The Committee had no questions or comments.

B. Resolution No. 5013 (Mund)

Engineering Aide Amber Mund presented the staff report for Resolution No. 5013. Resolution No. 5013 sets the date of the public hearing for Franchise Agreement No. 13-37 for T-Mobile West LLC for February 3, 2014 at 7:30 pm in the Council Chambers.

The Committee had no questions regarding the extension.

C. Resolution No. 5018 (Mund)

Engineering Aide Amber Mund provided background information on Resolution No. 5018, a request by MCI Communications, Services, Inc. (MCI) to renew their term for Public Way Agreement No. 08-03. The proposed agreement was reviewed by City staff and determined that the agreement still meets the needs of the City and the applicant. The proposed renewal would be for one additional five year term.

The Committee had no questions regarding Resolution No. 5018.

D. Resolution No. 5029 - Purchase and Sale Agreement (Chamberlain)

Planning Services Manager Elizabeth Chamberlain presented the staff report on Resolution No. 5029. Resolution No. 5029 would authorize the Mayor and City Clerk to execute a Purchase and Sale Agreement between the City of Auburn and John Rice for vacant property to be used for the Fenster Nature Park located on 2nd Street SE east of V Street SE.

The purchase price of the acquisition would be \$45,000.00, which has been accepted by the seller, John Rice. The Committee was supportive of Resolution No. 5029 and determined that they would take action on this item.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council adopt Resolution No. 5029.

Motion carried unanimously. 3-0

E. Resolution No. 5030 - Pierce County Countywide Planning Policies (Chamberlain)

Review the interlocal agreement with Pierce County for amended Countywide Planning Policies related to Centers of Local Importance.

Planning Services Manager Elizabeth Chamberlain provided a overview of Resolution No. 5030, the Pierce County Countywide

Planning Policies (CPPs). Resolution No. 5030 would approve and authorize execution of an interlocal agreement with Pierce County, thereby amending the Pierce County Countywide Planning Policies for Centers of Local Importance.

Staff reviewed the amendments with Committee and Committee was supportive of the recommendation to approve Resolution No. 5030 and determined they would take action on this item.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council adopt Resolution No. 5030.

Motion Carried Unanimously. 3-0

F. Director's Report (Tate)

Interim Planning and Development Director Jeff Tate reviewed statistics from years 2002 through 2013 for Single Family Residential permits issued and the value, the total number of permits and construction value for each year and the annual number of inspections and code enforcement actions.

G. PCDC Matrix (Tate)

The Committee had no changes or additions.

V. **ADJOURNMENT**

There being no further business to come before the Planning and Community Development Committee, the meeting was adjourned at 6:32 pm.

DATED THIS _____ day of _____, 2014.

John Holman - Chair

Tina Kriss - Planning Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

January 6, 2014 Minutes

Date:

January 13, 2014

Department:

Public Works

Attachments:

[Draft Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Osborne

Staff:

Meeting Date: January 21, 2014

Item Number: PW.1



**Public Works Committee
January 6, 2014 - 3:30 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chairman Wayne Osborne called the meeting to order at 3:30 p.m. in Conference Room #2, located on the second floor of Auburn City Hall, One East Main Street, Auburn, Washington.

A. Roll Call

Chairman Wayne Osborne, Vice-Chair Bill Pelozza, and Member Claude DaCorsi were present. Also present during the meeting were: Mayor Nancy Backus, Interim Assistant Director of Public Works/City Engineer Ingrid Gaub, Utilities Engineer Dan Repp, Transportation Manager Pablo Para, Engineering Aide Amber Mund, Assistant Project Engineer Luis Barba, Traffic Engineer James Webb, Street Systems Engineer Jai Carter, Senior Project Engineer Ryan Vondrak, Project Engineer Matt Larson, Project Engineer Seth Wickstrom, Project Engineer Robert Lee, Project Engineer Kim Truong, Senior Project Engineer Jacob Sweeting, Maintenance and Operations Manager Randy Bailey, Senior Construction Coordinator Mike Kamenzind, Construction Manager Larry Dahl, Economic Development Manager Doug Lien and Public Works Secretary Jennifer Cusmir.

Members of the public in attendance included: Brett Jacobson from Plan A Development.

B. Announcements

Chairman Osborne introduced the new Public Works Committee and recognized that, for the first time in over 20 years, the Committee has a new chair. Chairman Osborne welcomed the Committee's new member, Councilmember Claude DaCorsi.

C. Agenda Modifications

There was one agenda modification, removing Discussion Item A, Ordinance No. 6492, from the agenda.

II. CONSENT AGENDA

A. Approval of Minutes

It was moved by Vice-Chair Pelosa, seconded by Member DaCorsi, that the Committee approve the Public Works Committee Meeting minutes for date, December 16, 2013.

Motion carried 3-0.

III. DISCUSSION ITEMS

- A. Ordinance No. 6492 (Hursh)
An Ordinance of the City Council of the City of Auburn, Washington, Amending Sections 2.03.040 and 2.03.090 of the Auburn City Code Related to the Organization of City Administrative Government

Discussion Item A was removed from the agenda.

- B. Hinshaw Motorcycle Traffic Impact Fees (Para)

Transportation Manager Para provided background information, to the Committee, regarding the development application submitted by Hinshaw Motorcycle. Following initial evaluation and based on the City's Traffic Impact Fee system, staff calculated an impact fee for the proposed development, acknowledging the fee was not the most accurate fit for the developer's use. Transportation Manager Para stated that staff encouraged the developer to submit an alternative fee analysis, which they did. Staff has been working with the developer on the re-submittal of their application and an analysis that the City can accept. Transportation Manager Para noted that the developer's traffic impact fee will be a fraction of the original estimate.

Transportation Manager Para explained that developments normally fit into the City's defined land uses.

Transportation Manager Para stated that not all of the projects in the Transportation Improvement Program (TIP) are factored into the Traffic Impact Fee Program, only the projects that are capacity related can be considered for the impact fee system. The capacity related projects are processed into the City's impact fee analysis. Para noted that the City also has a Truck Impact Fee for developments with higher truck usage.

Traffic Engineer Webb distributed a list of the capacity related projects identified in the 2013-2018 TIP and 2009 Comprehensive Plan. Webb also distributed a comparison of 2013 traffic impact fee base rates for 60 cities and 5 counties in Western Washington, for the Committee to review.

Transportation Manager Para noted that based on the comparison of impact fees alone, the City's base rate for traffic impact fees are below those of the Cities of Fife, Puyallup, Kent, and a number of other cities

in the Puget Sound area.

Traffic Engineer Webb explained how the traffic impact fees are calculated. Webb answered questions asked by Chairman Osborne regarding comparisons of developments in surrounding jurisdictions to those in the City of Auburn.

The Committee and staff reviewed the TIP project list. Transportation Manager Para explained how the project costs are considered when calculating traffic impact fees for developments.

Interim City Engineer Gaub explained how the total project costs, for the capacity related projects, is used to calculate that traffic impact fee base rate, in response to questions asked by Chairman Osborne.

The Committee and staff continued to discuss how traffic impact fees are calculated.

Traffic Engineer Webb answered questions asked by Member DaCorsi regarding the estimation of the traffic impact fees for the Hinshaw Motorcycle development.

Vice-Chair Pelosa requested staff prepare step-by-step examples of how traffic impact fees are calculated for the Committee to review.

Chairman Osborne spoke about possibly reviewing the list of capacity related projects that are used to calculate the base traffic impact fee.

Transportation Manager Para explained how the traffic impact fee system is the City's way of meeting the concurrency requirements of the Growth Management Act and spoke about the importance of including the full costs of the capacity related transportation projects, in response to questions asked by Chairman Osborne about phasing the project costs in the TIP.

Traffic Engineer Webb pointed out that the funds generated from traffic impact fees are also used to leverage the City's grant applications for the local match amounts. If the amount of the traffic impact fees decreases the City may have difficulty funding match money and making applications for grants.

Webb noted the M Street Underpass project will be removed from the list during the 2014 update of the TIP, possibly decreasing the base traffic impact fee. Interim City Engineer Gaub pointed out that A Street NW Phase 1 will also be removed from the project list.

Transportation Manager Para answered questions asked by Chairman

Osborne regarding the Lea Hill Road corridor projects.

Interim City Engineer Gaub explained that the total project costs creates the overall amount that is used to calculate the base rate for the traffic impact fees, in response to a question asked by Vice-Chair Peloza. Gaub stated that the City collects the traffic impact fees and as the City moves forward with the capacity project, a portion of the traffic impact fees is allocated to the project.

Mayor Backus suggested that staff create a visual presentation of how the traffic impact fees are calculated and then how fees are allocated to City projects, using the M Street Underpass Project as an example for the Committee to review. Member DaCorsi suggested using a flow-chart format and Vice-Chair Peloza agreed that would be beneficial.

Transportation Manager Para stated that the traffic impact fees and project list will need to be reviewed in the next few months as part of the annual update to the TIP. Chairman Osborne asked that the traffic impact fee flow-chart/graphics be presented at the same time.

C. Ordinance No. 6484 (Mund)

An Ordinance of the City Council of the City of Auburn, Washington, Vacating Right-of-Way of the Alley Between South Division Street and A Street SE, South of East Main Street, Within the City of Auburn, Washington

Engineering Aide Mund explained that Ordinance No. 6484 is for the vacation of the alley at the location noted on the accompanying vicinity map. The Public-Hearing will be held at the January 6th City Council Meeting. Engineering Aide Mund asked if the Committee had any questions prior to the hearing.

Vice-Chair Peloza asked how the vacation will benefit the developer, Plan A Development. Mund answered that the developer did apply for the vacation and it will provide flexibility to the design of their building relating to access for vehicles and service vehicles.

Chairman Osborne asked that Brett Jacobson, from Landmark Development Group/Plan A Development, come to the table and speak. Mr. Jacobson explained that the purpose of the vacation is to create a contiguous development and ownership structure. Mr. Jacobson also noted that some parking will occur across the alleyway and the developer plans on building a walkway across the alley to the building.

Member DaCorsi asked how the owners of the adjacent property were notified of the vacation application and hearing. Engineering Aide Mund answered that the property owners received notice of the public

hearing and that she has been in communication with the property owner regarding the project as well.

Chairman Osborne noted that all of the easements will be maintained.

The Committee had no further questions.

D. 2014 Arterial/Collector Preservation Project - Street Selection (Carter)

Street Systems Engineer Carter confirmed that the portions of E Main Street scheduled for patching are different than the areas that were patched a few years ago, following a question asked by Chairman Osborne.

Member DaCorsi asked which portion of A Street will be overlaid. Interim City Engineer explained that A Street has been patched in the past and now staff is recommending that the roadway be treated with an overlay.

Street Systems Engineer Carter spoke about different pavement treatments.

Interim City Engineer Gaub clarified that the City did not purchase equipment to test the Pavement Condition Index (PCI) of the City's streets. The City has a contract with a vendor that is evaluating the streets. Carter noted that the City did purchase the pavement management software. The vendor has completed their work and should be reporting their results to staff by January 17th.

Vice-Chair Peloza asked if any of the work on the proposed roadways could be postponed so that patching of Green River Road can be included in the 2014 project. Street Systems Engineer Carter explained that the reason the proposed roadways were selected was because there is a lot more traffic traveling on the proposed roads than Green River Road. Vice-Chair Peloza asked staff for traffic count data on Green River Road and on the roads selected for the project.

Following a question asked by Chairman Osborne, Street Systems Engineer Carter said that the Auburn High School project is scheduled to be completed in 2015 and once the civil work on the site is completed, the overlays on E Main Street will begin. Carter stated that the City's patching and overlay of that section of E Main Street will be scheduled at the same time as the overlay being done by the school district. Interim City Engineer Gaub stated that there is a portion of 4th Street and Main Street that the school district will be completing improvements to.

E. City Speed Cushion Standard Practices (Para)

Transportation Manager Para stated that there is a Traffic Calming Program in the City included in the program, as a measure of last resort is the installation of speed cushions. Speed cushions were engineered by City staff and have been used for quite some time and have been received very well. The speed cushions were designed in coordination with the Valley Regional Fire Authority, so as not to impede their response vehicles.

The Committee and staff reviewed the current speed cushion design standards.

Chairman Osborne explained that his primary concern regarding the speed cushion design is that there is a 3" lift over 12" and recommended in the ITE manual is a 3" lift over 4'. The concern is that the lift of the speed cushion is too high.

Chairman Osborn asked when the speed cushion design was developed. Para answered, approximately ten or more years ago. Transportation Manager Para said that other designs do have a slightly larger approach ramp.

Chairman Osborn asked that staff review the current design, using the ITE manual as a guide.

The Committee and staff discussed the possible reduction in effectiveness if the approach ramp was made larger.

Interim City Engineer Gaub spoke about the coordination with the emergency services during the development of the speed cushions initial design standards.

Vice-Chair Peloza stated that he supports a review of the design standards.

Staff will review the current design standards for speed cushions and proposals for a possible redesign and return to the Committee for review at the February 3, 2014 meeting.

F. Capital Project Status Report (Vondrak)

Senior Project Engineer Vondrak stated that each of the Project Engineers will be introducing themselves to the Committee and providing brief description and status report on each of their projects included on the report.

Senior Project Engineer Vondrak

Item 3 – C201A – M Street Underpass: M Street was lowered and improved M Street from 3rd Street SE to 8th Street SE, created a grade separated crossing for the BNSF railroad. The project is substantially complete and the contractor is currently working on punchlist items. The punchlist is anticipated to be complete at the end of January.

Item 8 – CP0909 – Academy Booster Pump Station Project: This project will construct a new booster pump station in the Academy water service area in order to meet fire flow demands and provide adequate domestic service. This project was identified in both the 2001 and 2009 Comprehensive Water Plan. The project is in construction and startup and testing for the station will begin late January, possibly early February.

Item 14 – CP1107 – Fulmer Wellfield Improvements: This project evaluates and constructs improvements to Wells 2, 6, and 7 as well as the corrosion control treatment facility at Fulmer Field. The staff recommendations that were brought to the Committee in October are proceeding. Those recommendations were to chemically clean Well 6, put the temporary pump in the well back into production, and conduct some long term well testing. Well 7 will also be chemically cleaned, treated for manganese and a new pump and column will be constructed and a corrosion control system will be included. In the future a new column and corrosion control system will also be added to Well 6.

Item 27 – C222A – 277th Auburn Way North to Green River Bridge: The scope of the project includes intersection improvements and major road widening of 277th, from Auburn Way North to L Street NE. This project received a federal grant of just over \$1M to help finance the design, environmental permitting, and property acquisition phases of the project. The City also received a Transportation Improvement Board (TIB) grant for \$4M to assist with project construction. The City has also entered into a participation agreement with the Robertson Properties Group (RPG) to assist financing construction as well. The project is now fully funded and is currently in design. Environmental compliance documentation has starting and staff is working toward 30% design.

Vice-Chair Pelosa asked that the status for the project be updated to note the agreement with RPG.

Item 31 – C229A- BNSF/EVH Pedestrian Undercrossing: A grant was received to construct a pedestrian undercrossing by the White River Bridge. There are some complications due to the potential third BNSF rail. The City is reprogramming the grant monies with the State for preliminary design improvements to A Street, between the White River

Bridge and 41st Street, including a signalized pedestrian crossing and access management.

Item A – CP1115 – City Hall NW Plaza Improvements: The project enhances the NW entrance to City Hall and incorporates similar features as were constructed as part of the City Hall Plaza Project. The project is in design but is currently on hold, pending discussion with the Planning and Community Development Committee.

Item B – CP1016 – Fenster Levee Project: This project completes levee improvements on the Fenster Levee consisting of moving the levee back to accommodate flows and adding a pedestrian trail. The work is being completed through an agreement with King County. The project is currently in design.

Project Engineer Larson

Item 1 – EM1302 – Hidden Valley Vista Emergency Storm Repair: This project replaced an outfall to the Green River in the Hidden Valley Vista neighborhood. The project is complete and should be removed from the report prior to the next meeting.

Item 2 – CP0912 – Citywide Guardrail Improvements: This project completes guardrail along Kersey Way, Green River Road, and Mountain View Drive. Construction is mostly complete and the contractor is working on a punchlist.

Item 5 – C410A – S 277th Wetland Mitigation Monitoring: This is an ongoing project to complete the required monitoring and maintenance of the wetland mitigation for the S 277th Grade Separation Project. There were three mitigation sites. One site has been released from regulatory agencies and the City has requested release for a second site in December 2013. The City has requested a one-year extension for the third site because it has not yet met its performance goals.

Chairman Osborne asked if the City will be required to perform wetland mitigation monitoring as part of the new S 277th project. Interim City Engineer Gaub stated that there are potential wetland impacts and if the wetlands are impacted, the City may have to do some mitigation. The City of Kent has agreed that any mitigation credits they have remaining from their S 277th improvements can be transferred to the City of Auburn. It is not known how many credits that may be at this time.

Item 26 – CP1104 – 104th Street & 8th Street NE Intersection Improvements: This project improves the pedestrian signal, adds a

flashing yellow turn signal, and the project is currently in design.

Vice-Chair Peloza asked if this project adds flashing yellow arrows to all of the City signals. Project Engineer Larson answered that the only signal included in this project is the 104th Street/8th Street NE signal.

Item 30 – CP0765 – Lakeland Hill Reservoir Improvements: This project improves the existing Lakeland Hills Reservoir No. 5 and includes an internal and external coating system, improved tank mixing for water quality purposes and seismic and safety upgrades. The project is currently in design.

Project Engineer Wickstrom

Item 4 – CP1302 – 2013 Pavement Patching, Chipseal, and Overlay Project: The project included several chipseal treatments, some patching and an overlay on B Street NW. This project will be complete following the installation of some signs by the contractor.

Item 6 – CP1225 – West Valley Highway Preservation – 15th Street NW to 37th Street NW: This project scope included an overlay of West Valley Highway. The contractor needs to complete some signal modifications at 15th Street NW and then the project will be complete.

Vice-Chair Peloza asked about the maintenance of the median on West Valley High Way. Interim City Engineer noted that the median is a bioswale and there are some restrictions on how the weeds can be treated. Maintenance and Operations Manager Bailey stated that the Parks Department is hiring a contractor to provide maintenance services. Vice-Chair Peloza stated that he will discuss the matter with the Municipal Services Committee.

Item 11 – CP1307 – Control Structure Installation Program: This project installs piping on manholes to help control the flow into and out of storm ponds. The contractor is fabricating the control structures and installation should begin in a few weeks.

Item 29 - C512A – Well 4 Improvements: This project installs a new emergency generator and upgrades the chlorination at the well site. The project is in design and staff is working to advertise the project for bids in March 2014 in order for the improvements to be constructed in the summer of 2014.

Item 33 – CP1224 – 2013 Local Street Reconstruction: This project rebuilt four streets as part of the Save Our Streets Program. Major construction is complete and the contractor is in the process of

completing the punchlist items.

Project Engineer Wickstrom responded to questions asked by Vice-Chair Pelosa regarding the replacement of the waterline on B Street SE.

Project Engineer Lee

Project Engineer Lee distributed vicinity maps for the project that include multiple site locations.

Item 7 – C524A – SCADA System Improvements: This project replaces the remote controls at the utility stations and the project is approximately 93% complete. There are four sites waiting to be converted which were added to the scope of the project via Change Order.

Chairman Osborne asked if staff was experiencing the result from the new system that they anticipated. Project Engineer Lee stated that the system is working very well with only minor bugs that have been worked through.

Item 12 – CP1222 – Citywide Traffic Signal Improvements: This project will construct safety improvements at multiple traffic signals, adding the flashing yellow arrow signals and updating video detection at some signals. The contractor is waiting for signal materials that have been ordered.

Project Engineer Lee answered questions asked by the Committee regarding the improvements being made to the signal at 4th Street SE/Cross Street and Auburn Way North.

Item 18 – CP0915 – Well 1 Improvements – Well Replacement: The entire well house at Well 1 will be replaced. The project design is 90% complete and the initial plans have been submitted to Department of Health.

Item 21 – CP1308 – BNSF Utility Crossings Project: This project will make improvements to eight utility crossings, in anticipation of the BNSF third rail project. The project is 70% complete and the crossings will be complete prior to BNSF beginning construction on the third rail, which has been delayed to 2015.

Item 22 – CP1109 – 2011 Storm Pipeline Repair and Replacement Project – Phase 2: This project design is at 60%. The City is negotiating an agreement with the Lakehaven Water Utility District, which has a waterline in conflict with the storm drainage improvements and requires relocation.

Item 25 – CP1202 – AWS Flooding Phase 2: This project scope has expanded to include sewer and water facility improvements on 17th Street SE, from A Street SE to K Street SE.

Item 32 – CP0906 – 2009 Gateway Project: This project is on hold due to lack of funding. The easement has been secured for the sign on Lake Tapps Parkway.

Project Engineer Truong

Item 9 – CP1120 – Lea Hill Safe Routes to School

Improvements: This project includes various improvements to the safe walking routes to three schools in the Lea Hill Area. The project is close to completion. The contractor is waiting for utility poles to be relocated. The poles should be relocated by mid-February. The sidewalk work is complete, ramps installed and pedestrian signals are functioning.

Item 10 – CP1207 – D Street NE Utility Improvements: This project will decommission a sewer pump station and install sanitary sewer, storm and water improvements. The project is currently in construction.

Item 15 – CP1122 – 30th Street NE Storm Improvements: The existing 30" storm line is being replaced with a 42" storm line along 30th Street NE, between the Auburn Municipal Airport and the Brannan Park Pump Station. Project design is 95% complete.

Project Engineer Truong explained that the construction across Auburn Way will be completed at night to reduce traffic impact, in response to a question asked by Chairman Osborne. Interim City Engineer Gaub noted that there are too many conflicting utilities to bore under the roadway and so the new pipe will need to be trenched across Auburn Way North.

Item 19 – CP1208 – Sewer Pump Station Improvements Repair and Replacement Program: There will be improvements made to 11 different pump stations throughout the City. The improvements will include improving access to some of the wet wells, providing security features, installing generators, and corrosion protections. Staff is currently working on obtaining an easement around the R Street Pump Station.

Item 24 – CP1219 – Valley AC Watermain Replacement: This project replaces asbestos cement waterlines along Auburn Way North, 49th Street, 85th Street and a small portion of B Street NW. Design is 30% complete and environmental permitting has started.

Street Systems Engineer Carter

Item 13 – CP1301 – 2013 Sidewalk Repair Project: This project design has been finalized and bids will be opened for the project on January 21, 2014. The emphasis of the project is to remove and repair trip hazards.

Item 34 – CP1323 – 2014 Local Street Reconstruction Project: The consultant is completing survey work. If the bids come under the engineer's estimate 3rd Street may also be included in the project.

Interim City Engineer Gaub confirmed that there will be some funds carried over from last year's budget to the current project budget, following a question asked by Vice-Chair Peloza.

Senior Project Engineer Sweeting

Item 16 – CP1118 – Auburn Way South Pedestrian Improvements – Dogwood to Fir Street & Item 17 – CP1119 – Fir to Hemlock Street: The City is working with the Muckleshoot Indian Tribe (MIT) to expand the corridor, improve pedestrian safety and reduce congestion.

The main focus of Project No. CP1118 is to construct a pedestrian crossing. The current design is for a crossing at Elm Street but staff is currently working with the State and MIT to look at other locations for the crossing, which may include a new signal at Fir Street SE.

Vice-Chair Peloza asked if staff was receiving full support from the MIT. Senior Project Engineer Sweeting answered that the MIT staff has been very helpful and has scheduled a meeting for the City to meet with the Tribal Council and the State Transportation Secretary later in the week.

Project No. CP1119 will widen the street to five lanes with sidewalks and will also construct a signal at Hemlock Street SE. The current plan is to construction CP1118 and CP1119 concurrently. Staff is working on getting approval from the State and MIT on the final design.

Chairman Osborne asked if both projects are fully funded. Sweeting answered that they are.

Item 20 – CP1024 – AWS and M Street SE Intersection Improvements: This project will add a right turn lane west bound on Auburn Way S toward M Street SE. Also included are other safety improvements. The design is 70-90% complete and staff's main focus

has recently been on property acquisition. The project should go into construction in 2014.

Item 23 – CP1304 – 37th St & B St NW BNSF Pre-Signal: A pre-signal will be constructed that will stop vehicles prior to the tracks to prevent them from becoming stranded on the tracks as the crossing arms come down. This will prevent damage to the crossing arms. Staff is working with BNSF on adjustment to advanced preemption of trains.

Item 28 – CP1218 – Auburn Way S & Riverwalk Intersection Improvements: This project will widen the road to provide a second left turn lane into the MIT casino when heading east bound on Auburn Way S. There will also be another turn lane added to Riverwalk. The sidewalks will be widened and other safety improvements will be made as well.

Senior Project Engineer Sweeting answered questions asked by Chairman Osborne regarding the project's funding.

Interim City Engineer Gaub answered questions asked by Member DaCorsi regarding the project start dates and possibility of including them on the Capital Project Status Report.

Interim City Engineer Gaub responded to questions asked by Member DaCorsi about the process used to ensure contractors complete projects on schedule.

Member DaCorsi asked if the consultant and contractor can be identified on the report. Interim City Engineer Gaub stated that information can be included but the format of the report may be affected.

G. Significant Infrastructure Projects by Others - Public Works Status Report (Gaub)

Construction Manager Dahl stated that there have been no complaints regarding King County's work on 17th Street, following an inquiry made by Chairman Osborne.

H. Action Tracking Matrix (Gaub)

Item G – Transportation Impact Fee Structure Analyses: Chairman Osborne asked when review of the fee structure will return to the Committee. Interim City Engineer Gaub recommended the initial review of the traffic impact fee process be scheduled for March 2014.

Item I – Amberview Apartment Odor Complaint: Maintenance and

Operations Manager Bailey reported that the system has been video assessed and no issues have been identified. Utilities Engineer Repp stated that, following the direction of the Committee, staff in preparing to replace the manhole. The manhole installation will be incorporated with the City's regular repair and replacement program.

The Committee determined the item can be removed from the matrix.

IV. **ADJOURNMENT**

There being no further business to come before the Public Works Committee, the meeting was adjourned at 5:15 p.m.

Approved this 21st day of January, 2014.

Wayne Osborne, Chairman

Jennifer Cusmir, Public Works Department Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

January 6, 2014 Minutes

Date:

January 12, 2014

Department:

Finance

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Finance

Councilmember: Wales

Staff:

Meeting Date: January 21, 2014

Item Number: FN.1



**Finance Committee
January 6, 2014 - 5:00 PM
Annex Conference Room 1
MINUTES**

I. CALL TO ORDER

Chair Largo Wales called the meeting to order at 5:00 p.m. in Annex conference Room 1 located on the second floor of the City Hall Annex located at One East Main Street.

A. Roll Call

Chair Wales, Vice Chair John Holman and Member Yolanda Trout were present.

Officials and staff members present included: Mayor Nancy Backus, Director of Administration Michael Hursh, Finance Director Shelley Coleman, City Attorney Daniel B. Heid, and City Clerk Danielle Daskam.

Also present were Kari Hegge and Chandler Price from the Auburn Riverside High School Civics Class.

B. Announcements

There was no announcement.

C. Agenda Modifications

Ordinance No. 6492 was added to the agenda as a discussion item.

II. CONSENT AGENDA

A. Minutes of the December 16, 2013 regular meeting

Vice Chair Holman moved and Member Trout seconded to approve the minutes as distributed.

MOTION CARRIED UNANIMOUSLY. 3-0

B. Claims Vouchers (Coleman)

2013 claims voucher numbers 426641 through 426848 in the amount of \$1,985,773.74 and dated January 6, 2014.

2014 claims voucher numbers 426849 through 426870 in the amount of \$223,340.72 and dated January 6, 2014.

Committee members reviewed the claims vouchers and payroll

vouchers and briefly discussed claims vouchers 426644 and 426808.

Member Trout moved and Vice Chair Holman seconded to approve and forward the claims and payroll vouchers to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 3-0

- C. Payroll Vouchers (Coleman)
Payroll check numbers 534370 through 534406 in the amount of \$964,264.33 and electronic deposit transmissions in the amount of \$1,316,202.70 for a grand total of \$2,280,467.03 for the period covering December 12, 2013 to January 1, 2014.

See claims vouchers above for approval of payroll vouchers.

III. DISCUSSION ITEMS

- A. Resolution No. 5021 (Faber)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and Golf Now, LLC for reservations, point of sale, and marketing software services related to the Auburn Municipal Golf Course

Finance Director Coleman presented Resolution No. 5021. Resolution No. 5021 authorizes an agreement with Golf Now to provide a software reservation system, marketing system, receipting and updated point of sale system. Golf Now is utilized by most of the surrounding area golf courses.

- B. Sales and Use Tax Forecast (Coleman)

Finance Director Coleman reviewed a chart reflecting the sales and use tax revenue by year from 2006 to 2014.

In the year 2007, the City received \$17,574,203.00 in sales and use tax. The 2014 Budget anticipates sales and use tax revenue of \$14,585.795.00.

Finance Director Coleman explained that approximately ten years ago, a levy lid lift was authorized by the voters for the City's Save Our Streets programs to fund repair and renovation of City streets. After six years, the levy lid lift expired, and the City Council designated \$2 million from property tax collection each year for the Save Our Streets Fund for the repair of City neighborhood streets. In the 2013-2014 Budget, the \$2 million in property tax previously identified for street repair was retained by the General Fund and the sales tax on construction was designated for street repair and the Save Our Streets Fund. In 2013, the amount of sales tax on construction was just under \$2 million. Finance Director Coleman stated that Public Works maintains a map of the completed and planned Save Our Streets projects.

Finance Director Coleman also explained that the sales tax sourcing change has also impacted sales and use tax collection. In July 2008, sales tax collection changed to a destination based system. The City receives \$2 million in sales tax mitigation from the State of Washington.

C. Ordinance No. 6492

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 2.03.040 and 2.03.090 of the Auburn City Code related to the organization of the City administrative government

City Attorney Heid presented Ordinance No. 6492 for discussion. The ordinance eliminates identification of positions and includes a provision that requires the Mayor to provide an organizational chart and proposals for changes to the organizational chart. The ordinance provides the Mayor with more flexibility in reorganizing the employment duties and positions. The ordinance was reviewed by the Council Operations Committee on January 2, 2014.

D. Future Discussion Items

Chair Wales stated the following items will be discussed in the future:

- Wellness Committee Funding
- Review of the Theater contract
- Golf Course restaurant contract

IV. ADJOURNMENT

There being no further business, the meeting adjourned at 5:35 p.m.

APPROVED this ____ day of _____, 2014.

Largo Wales, Chair

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 6, 2014 regular meeting

Date:

January 12, 2014

Department:

Administration

Attachments:

[minutes](#)

Budget Impact:

\$0

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

Meeting Date: January 21, 2014

Staff:

Item Number: CA.A



**City Council Meeting
January 6, 2014 - 7:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Flag Salute

Mayor Nancy Backus called the meeting to order at 7:30 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

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

Department Directors and staff members present: Director of Administration Michael Hursh, City Attorney Daniel B. Heid, Assistant Director of Planning and Development Jeff Tate, Acting City Engineer Ingrid Gaub, Finance Director Shelley Coleman, Acting Director of Human Resources and Risk Management Rob Roscoe, Chief of Police Bob Lee, Parks, Arts and Recreation Director Daryl Faber, Innovation and Technology Director Ron Tiedeman, Economic Development Manager Doug Lein, Engineering Aide Amber Mund, and City Clerk Danielle Daskam.

C. Announcements, Appointments, and Presentations

1. Miss Auburn & Miss Auburn's Outstanding Teen Scholarship Program Days

Mayor Backus to proclaim January 24th and January 25th as Miss Auburn & Miss Auburn's Outstanding Teen Scholarship Program Days in Auburn.

Miss Auburn contestants and Miss Auburn Outstanding Teen contestants introduced themselves and their sponsors and described their platforms. Miss Auburn contestants in attendance included: Morgan Warren sponsored by the Rotary Club of Auburn, Sarah Gleason sponsored by the Kiwanis Club of Auburn, Hannah Wood sponsored by Don Small and Son, Emma Wanner sponsored by Sound Credit Union, Ashley Larson sponsored by Scotty's Construction, Katelyn Durrant sponsored by Cascade Eye and Skin Center, De'Djuana Simpson sponsored by Longhorn Barbecue, Alyssa Mesina sponsored by American

Solutions, Erin Fischer sponsored by Oddfellas Pub and Eatery, Savannah Stephen-Borer sponsored by Auburn Kiwanis of the Valley, Kristen Durrant sponsored by Jerry Honeysett, Sophie Nelson sponsored by HBT Insurance, Syndee Babcock sponsored by Space Management, Elizabeth Keeley sponsored by Molen Orthodontics, and Jacque Guyette sponsored by Auburn Chevrolet. Miss Auburn Outstanding Teen contestants in attendance included: Vivian Dao, Stellsie Thackeray, Bailey Williams, Megan Bass, Madison Truscan, Sylvia Jones, Evelyn Crisotomo, Sophie Tekola, Lexie Smith, and Rovine Sincioco.

Mayor Backus introduced Miss Auburn Scholarship officers in attendance: Tamie Bothell, President; Jim Kleinbeck, Vice President; Angie Kleinbeck, Treasurer; Emily Hursh, Secretary; and Co-Executive Directors Tamie Bothell and Lonna Graves. Other board members and volunteers in the audience were also recognized.

Mayor Backus, who worked with the Miss Auburn Scholarship Program for thirty-three years, read a proclamation declaring January 24th and January 25th as Miss Auburn and Miss Auburn's Outstanding Teen Scholarship Program Day in the city of Auburn.

2. Human Trafficking Awareness Month
Mayor Backus to proclaim January, 2014 as Human Trafficking Awareness Month in the city of Auburn.

Mayor Backus read and presented a proclamation declaring January 2014 as Human Trafficking Awareness Month in the city of Auburn to Linda Myers, Core Leader and Co-founder of the Southeast King County Coalition Against Trafficking (SEKCAT).

D. Agenda Modifications

A revised version of Ordinance No. 6492 was distributed prior to the City Council meeting.

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Right-of-Way Vacation No. V1-13 (Osborne/Gaub)
City Council to conduct a public hearing on the application by Plan A Development LLC for the vacation of right-of-way located at the alley between South Division Street and A Street SE, south of East Main Street.

Engineering Aide Amber Mund presented the staff report on the request to vacate the alley between South Division Street and A

Street SE south of East Main Street. The alley was dedicated as right-of-way in 1886 through the dedication of the original plat of the City. Plan A Development LLC is the applicant for the vacation and is proposing the vacation in order to create a more cohesive development on adjoining properties.

Staff recommends approval of the vacation provided that easements are reserved for utilities and public access easement for the purpose of allowing vehicular, pedestrian, and emergency access to parcels adjacent to the vacated right-of-way.

No compensation is required of the applicant since the right-of-way was originally acquired through dedication at no cost to the City.

Staff noted that public benefit from the right-of-way includes decreased right-of-way maintenance obligation by the City and an increase in downtown commercial development and sales tax revenue.

Mayor Backus opened the public hearing.

Virginia Haugen, 2503 R Street SE, Auburn
Ms. Haugen spoke against the alley vacation.

There being no further comment, Mayor Backus closed 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.

Kristina Driessen, 16 A Street SE, Auburn

Ms. Driessen, who has a law practice on A Street SE, spoke regarding the impact of changes in parking near her business. She stated that the parking changes have negatively affected her business and other businesses in the area.

Giovanni Di Quattro, owner of The Rainbow Cafe on East Main Street, Auburn

Mr. Di Quattro spoke regarding the transfer of sixteen parking spaces that were previously City owned public parking and are now owned by Chase Bank. Mr. Di Quattro questioned the property exchange and reported he has lost business due to the loss of public parking near his business.

Assistant Planning and Development Director Jeff Tate explained the

land exchange that occurred between the City and Chase Bank, which was for the parking area across A Street SE for 16 parking spaces in the parking lot north of Safeway. Mr. Tate reported that approximately 80 public parking spaces remain behind East Main Street and north of Safeway. Mr. Tate stated that conversations are ongoing regarding the public use of the 16 parking spaces during non-banking hours.

Virginia Haugen, 2503 R Street SE, Auburn
Ms. Haugen spoke regarding the need for parking in the downtown area.

Veronica Willer, 1408 11th Street NE, Auburn
Ms. Willer spoke regarding the need for additional public parking in the downtown area.

C. Correspondence

There was no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

Chair Peloza reported the Municipal Services Committee did not meet on December 23, 2013. The next regular meeting of the Municipal Services Committee is scheduled for January 13, 2014 at 3:30 p.m.

B. Planning & Community Development

Chair Holman reported the Planning and Community Development Committee last met on December 9, 2013. The Committee received the annual update from the Arts Commission. The Committee reviewed Resolution N. 5010, Ordinance No. 6488, Ordinance No. 6492, and Phase 2 City Hall remodel project. The next regular meeting of the Planning and Community Development Committee is scheduled for January 13, 2014 at 5:00 p.m.

C. Public Works

Chair Osborne reported the Public Works Committee met this afternoon at 3:30. The Committee reviewed Ordinance No. 6484 relating to the vacation of an alley and discussed arterial and collector pavement projects for 2014, speed cushions design standards, the capital project status report, significant infrastructure projects by other jurisdictions, the Committee's action tracking matrix, and traffic impact fees. The next regular meeting of the Public Works Committee is scheduled for January 21, 2014 at 3:30 p.m.

D. Finance

Chair Wales reported the Finance Committee met this evening at 5:00. The Committee reviewed and approved claims vouchers for 2013 in the amount of approximately \$1.9 million, 2014 claims vouchers in the amount of \$223,340.72, and payroll vouchers in the amount of approximately \$2.3 million. The Committee discussed Resolution No. 5021 related to golf course software, sales and use tax history and forecasts, and Ordinance No. 6492 related to the organization of City government. The next regular meeting of the Finance Committee is scheduled for January 21, 2014 at 5:00 p.m.

E. Les Gove Community Campus

Deputy Mayor Wagner reported the next regular meeting of the Les Gove Community Campus Committee is scheduled for January 22, 2014 at 5:00 p.m.

F. Council Operations Committee

Deputy Mayor Wagner reported the Council Operations Committee met in special session on January 2, 2014, in order to review Ordinance No. 6492 relating to organization of City administrative government, changes in meeting times for committees, and next steps for the Junior City Council. The next regular meeting of the Council Operations Committee is scheduled for February 3, 2014.

IV. 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 December 16, 2013 regular meeting

B. Claims Vouchers (Wales/Coleman)

2013 claims voucher numbers 426641 through 426848 in the amount of \$1,985,773.74 and dated January 6, 2014.

2014 claims voucher numbers 426849 through 426870 in the amount of \$223,340.72 and dated January 6, 2014.

C. Payroll Vouchers (Wales/Coleman)

Payroll check numbers 534370 through 534406 in the amount of \$964,264.33 and electronic deposit transmissions in the amount of \$1,316,202.70 for a grand total of \$2,280,467.03 for the period covering December 12, 2013 to January 1, 2014.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims and payroll vouchers.

MOTION CARRIED UNANIMOUSLY. 7-0

V. UNFINISHED BUSINESS

There was no unfinished business.

VI. NEW BUSINESS

There was no new business.

VII. ORDINANCES

- A. Ordinance No. 6484 (Osborne/Gaub)
An Ordinance of the City Council of the City of Auburn, Washington, vacating right-of-way of the alley between South Division Street and A Street SE, south of East Main Street, within the City of Auburn, Washington

Councilmember Osborne moved and Councilmember Peloza seconded to introduce and adopt Ordinance No. 6484.

Ordinance No. 6484 was discussed during the public hearing this evening. The Ordinance will vacate right-of-way on the block referred to as the "Cavanaugh" block.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6492 (Wagner/Hursh)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 2.03.040 and 2.03.090 of the Auburn City Code related to the organization of City administrative government

Deputy Mayor Wagner moved Councilmember Peloza seconded to introduce and adopt Ordinance No. 6492.

Ordinance No. 6492 allows the Mayor more flexibility in designating positions in City government while still providing Council oversight.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. RESOLUTIONS

- A. Resolution No. 5024 (Peloza/Hursh)
A Resolution of the City Council of the City of Auburn, Washington, confirming the determination of emergency for repairs to City property, and ratifying and confirming prior acts

Councilmember Peloza moved and Councilmember Osborne seconded to adopt Resolution No. 5024.

Resolution No. 5024 provides for emergency repairs to City property located at 2840 Riverwalk Drive, which was damaged by vandals to

the extent it has created a life/safety issue.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. REPORTS

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

A. From the Council

Councilmember DaCorsi reported he attended the Association of Washington Cities' training for newly elected officials and completed the Association of Washington Cities' training for effective local leadership. Councilmember DaCorsi also reported on his visit to the Auburn YMCA facility and orientation sessions with city staff.

Councilmember Wales announced that she has been selected as a member of the National League of Cities Human Development Committee, a voting member of the King County Board of Health, and a voting member, representing the small cities and towns, on the Pierce County Board of Health. Councilmember Wales reported she attended the City's Wellness Committee meeting. Councilmember Wales also spoke regarding the resources of the King County Board of Health and the assistance King County Health is providing to enrollees in the Affordable Care Act.

Councilmember Holman reported he attended the Auburn Area Chamber of Commerce Business Insider luncheon, where Dr. Kipp Herren, Superintendent of Auburn Schools, presented the State of the Schools. Councilmember Holman also reported on his attendance at the Sound Cities Association meeting and his appointment to the Seattle-King County Economic Development Commission, the National League of Cities Community and Economic Development Steering Committee, and the Puget Sound Regional Council Growth Management Committee.

Councilmember Pelloza reported on his attendance at the South County Area Transportation Board meeting, the Auburn Airport Advisory Board meeting, the Senior Center Christmas lunch program, and his appointment as Chair of the National League of Cities Energy, Environment and Natural Resources Committee.

Councilmember Osborne reported that he was selected as a voting member of the Regional Water Quality Committee and the Regional Transit Committee. Councilmember Osborne was also selected as a member of the steering committee for the National League of Cities Transportation, Infrastructure and Services Committee.

Councilmember Trout reported she attended the Association of Washington Cities' training for newly elected officials and orientation sessions provided by City staff.

B. From the Mayor

Mayor Backus reported on her participation in the Toys for Kids Program and distribution by the Auburn Food Bank and the Holy Family Church holiday basket distribution. Mayor Backus commended the Valley Regional Professional Fire Fighters Association, the Auburn Food Bank, and Holy Family Church for their service to the community during the holiday season. Mayor Backus reported she met with representatives of Sound Transit regarding partnering to find resolutions to the need for additional parking in downtown Auburn.

X. EXECUTIVE SESSION

At 8:49 p.m., Mayor Backus recessed the meeting for a five minute intermission and then to executive session for approximately 30 minutes in order to discuss pending/potential litigation pursuant to RCW 42.30.110(1) (i). Department Directors and staff required for the executive session were City Attorney Daniel B. Heid, Director of Administration Michael Hursh, Finance Director Shelley Coleman, Acting Director of Human Resources and Risk Management Rob Roscoe, and Acting City Engineer Ingrid Gaub. It was announced that Council action may occur following the executive session.

Mayor Backus reconvened the meeting at 9:17 p.m.

City Attorney Heid read the title of Resolution No. 5022:

Resolution No. 5022

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate and execute an agreement between the City of Auburn and the Washington State Department of Ecology for partial settlement of the ongoing litigation regarding the National Pollution Discharge Elimination System Phase II appeal

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5022.

Resolution No. 5022 partially settles litigation the City has against the Washington State Department of Ecology.

MOTION CARRIED UNANIMOUSLY. 7-0

City Attorney Heid read the title of Resolution No. 5023:

Resolution No. 5023

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a Release and Settlement Agreement between the City of Auburn and the Lehnertz Family LLC, for settlement and dismissal of the lawsuit filed in the King County Superior Court under Cause Number 13-2-03852-8 KNT

Councilmember Holman moved and Councilmember Wales seconded to adopt Resolution No. 5023.

Resolution No. 5023 settles ongoing litigation with David Allen Davis and the Lehnertz Family Trust LLC.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. **ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 9:20 p.m.

APPROVED THIS _____ day of January, 2014.

Nancy Backus, Mayor

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

2013 Claims Vouchers

Date:

January 15, 2014

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

Claims voucher numbers 426877 through 427021 in the amount of \$2,520,180.46 and dated January 21, 2014.

Reviewed by Council Committees:

Councilmember: Wales

Staff: Coleman

Meeting Date: January 21, 2014

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

2014 Claims Vouchers

Date:

January 16, 2014

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve 2014 claims vouchers.

Background Summary:

Claims voucher numbers 426871 through 426873 and voucher numbers 427022 through 427120 in the amount of \$2,768,339.58 and one wire transfer in the amount of \$792.00 and dated January 21, 2014.

Reviewed by Council Committees:

Councilmember: Wales

Staff: Coleman

Meeting Date: January 21, 2014

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

January 15, 2014

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 534407 through 534455 in the amount of \$949,606.03, electronic deposit transmissions in the amount of \$1,257,913.93 for a grand total of \$2,207,519.96 for the period covering January 2, 2014 to January 15, 2014.

Reviewed by Council Committees:

Councilmember: Wales

Staff: Coleman

Meeting Date: January 21, 2014

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Project No. CP0746

Date:

January 14, 2014

Department:

Planning and Development

Attachments:

[Professional Services Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to authorize staff to enter into consultant services Agreement No. AG-C-449 with environmental consultant Maul Foster Alongi(MFA) to provide environmental and real estate services to assist the City with project design and real estate requirements for the Mill Creek Wetland 5K ERP project.

Background Summary:

The City of Auburn is working with the Army Corps of Engineers (Corps) to design and construct the Mill Creek Wetland 5K Reach stream restoration project, which is included in the City of Auburn 2014-2019 Capital Facilities Plan as Project No. CP0746. The project, which constructs stream restoration and habitat improvements on Mill Creek between Main Street and SR-167, is one of 45 projects in the Green River drainage basin identified and authorized by Congress for federal funding under the Green/Duwamish Ecosystem Restoration Program (ERP) as part of the federal Water Resources Development Act of 2000.

For ERP projects, federal and non-federal roles and responsibilities are detailed in two agreements, one for design and one for construction. The City entered into a project Design Agreement with the Corps in 2010. The Design agreement establishes a federal/non-federal cost share for design of 75-percent federal, 25-percent non federal (City). A construction agreement, referred to by the Corps as a Project Partnership Agreement (PPA), is scheduled to be presented to the City Council for consideration in April 2014 upon the completion of 95-percent Design plans for the project. Under the PPA, the federal cost share for completion of the project is 65-percent, and the non-federal (City) cost share is 35-percent.

Under the terms of the Design Agreement, the City's responsibilities include design team participation and design plan technical review. Under the terms of the prospective Project Partnership Agreement, City responsibilities include the acquisition of necessary real estate interests and meeting the requirements of the Corps' real estate certification

process. That process, referred to as LERRD certification by the Corps (LERRD refers to Land, Easements, Right-of-Way, Relocation, and Disposal sites), has a number of substantive and procedural requirements that dictate a specific process and methodology that must be followed by the City to secure and assure the real estate interests that are required for an ERP project. Most City costs associated with LERRD certification can be credited to the City's cost share for the project.

Agreement AG-C-449

Purpose of the Agreement

Staff is requesting Council authorization to enter into professional services Agreement No. AG-C-449 with environmental consultant Maul Foster Alongi (MFA) to provide environmental and real estate services to assist the City with project design and real estate requirements for the Mill Creek Wetland 5K ERP project. A copy of AG-C-449 is enclosed.

Scope of Work

The scope of work includes the following tasks:

- *Project real estate interest acquisition and LERRD certification activities;

- *Preparation of a funding strategy, and assistance with identifying and securing supplemental grant funding for the project; and,

- *Technical review of the project design plans.

In addition, the agreement includes an optional task for other technical assistance needs that may be identified by the City as the project moves proceeds. Specific written authorization from the City would be required before any work on this task could be performed.

Financial Information

Primary consultant services:	\$81,250.00
Optional consultant services:	\$10,000.00
Total consultant services:	\$91,250.00

It is estimated that \$52,805.00 of the cost associated with the contract would be eligible for crediting by the Corps against the City's 35-percent share of the total project cost (LERRD credit). The remaining \$38,445.00 would be expenses that are not expected to

be eligible for LERRD credit.

The anticipated cost for this agreement is \$91,250.00. Funding for these activities has been budgeted in 2014 under City project CP0746 - Mill Creek Wetland 5K Reach Restoration.

Reviewed by Council Committees:

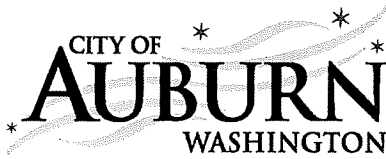
Planning And Community Development, Public Works Other: Planning, Legal

Councilmember: Holman

Staff: Tate

Meeting Date: January 21, 2014

Item Number: CA.E



Agreement for Services No. AG-C-449

This Agreement is by and between Maul Foster Alongi, Inc. ("MFA") and the CITY OF AUBURN ("CITY"). The parties agree as follows:

1. DESCRIPTION OF SERVICES. MFA agrees to provide consulting services related to the Mill Creek Ecosystem Restoration Project as set forth in Exhibit "A."

2. PAYMENT. The CITY will pay a fee to MFA for services provided in the not to exceed amount of \$91,250 for services delivered as described in the Scope of Work and Exhibit "B". MFA shall on a monthly basis submit an invoice for services performed to CITY with appropriate supporting documentation evidencing type of work performed, person who performed work, billable hourly rate of the person performing said work and other direct and indirect expenses. Notwithstanding its rate and payment provisions contained in its proposal for services, MFA understands and agrees that payments must go through City Council authorization at a regularly scheduled Council meeting and as such, payment shall only occur after this authorization has been received.

3. EXPENSE REIMBURSEMENT. MFA shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from the CITY except for specific services, items or activities listed in the Scope of Services as reimbursable goods or services.

4. TERM/TERMINATION.

A. This Agreement is effective upon both party's signature, and expires at 11:59 p.m. on December 31, 2014 or when all services have been provided, unless extended by mutual agreement prior to the completion of all services.

B. Either party may terminate the Agreement by notifying the other party in writing within seven (7) days of the intent to terminate. If this Agreement is terminated, CITY shall pay MFA for all work performed as of the date of termination.

5. RELATIONSHIP OF PARTIES. MFA is an independent contractor with respect to the City of Auburn, and not an employee of the CITY. The CITY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of MFA.

6. EMPLOYEES. The provisions of this Agreement shall also bind MFA employees who perform services for the CITY under this Agreement.

7. INDEMNIFICATION / HOLD HARMLESS. MFA shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of MFA in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of MFA and the City, its officers, officials, employees, and volunteers, MFA's liability hereunder shall be only to the extent of MFA's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes MFA'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.

8. INSURANCE. MFA shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by MFA, its agents, representatives, or employees.

A. Minimum Scope of Insurance: MFA shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. 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 shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under MFA's Commercial General Liability insurance policy with respect to the work performed for the CITY.
3. Workers' Compensation coverage as required by law.
4. Professional Liability insurance appropriate to MFA's profession. The City acknowledges that MFA is not required to carry Professional Liability insurance.

B. Minimum Amounts of Insurance: MFA shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

5. Professional Liability The City acknowledges that MFA is not required to carry Professional Liability insurance.

C. Other Insurance Provisions: 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. MFA's insurance coverage shall be primary insurance as respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of MFA's insurance and shall not contribute with it.
2. MFA's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

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

E. Verification of Coverage: MFA shall furnish CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of MFA before commencement of the work.

9. ASSIGNMENT. MFA's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the CITY.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for MFA:

Michael Stringer
Maul Foster Alongi, Inc.
400 East Mill Plain Boulevard
Suite 400
Vancouver, WA 98660

IF for the CITY:

Chris Andersen
Environmental Services Manager
City of Auburn
25 West Main Street
Auburn, WA 98001

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is

made in writing and is signed by both parties.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Washington. Venue for any court action shall be in King County, Washington.

The undersigned have read the above statements, understand them and agree to abide by their terms.

Signed: _____
Mayor, City of Auburn

Date: _____

Address: 25 West Main Street
Auburn, WA 98001

Phone: 253-931-3041

Signed:  _____

Date: 1/14/2014

Address: 400 East Mill Plain Boulevard
Suite 400
Vancouver, WA 98660

Phone: 360-694-2691

EXHIBIT A – SCOPE OF WORK

Task 1—LERRD Process

The project area includes 8 tax parcels covering approximately 120 acres of land. The City currently owns approximately 40 acres in the project area and the remaining land is held by the Washington State Department of Transportation (WSDOT), King County, and two private parties. As the local sponsor, the City is responsible for acquiring real property to allow construction and on-going operation of the project. The land acquisition requirements are defined by the USACE Real Estate division and are based on the physical footprint of the project and work access areas. The policies for LERRD are defined in 49 CFR Part 24 and summarized in the “Non-Federal Sponsor Guide to Land Acquisition”.

MFA will support the City in negotiations with these property owners toward obtaining access agreements or easements, or in acquiring the necessary land for implementation of the project. MFA will also assist the City in tracking project costs attributable to property acquisition to ensure that full credit is received from USACE in calculating local sponsor match of federal funds.

Incidental expenses incurred by the City related to securing land access, including consulting services, appraisal, title reports and surveys, are eligible for credit toward the local project sponsor financial match (Article IV(C)4 of Project Partnership Agreement).

The process for obtaining access agreements will follow federal guidelines and will include:

- Coordination with USACE real estate specialists to refine and approve scope for property appraisal, title report, and boundary survey
- Appraisal of property (and/or easement) value
- Obtain title report and boundary survey
- Negotiation of terms and conditions for easement or acquisition
- Executing and recording easement or purchase documents
- Prepare report of negotiations
- Coordinating with city attorney for certification
- Preparing documentation for USACE review and approval

Assumptions:

- For Purposes of Appraisal and Title Report, Contiguous Parcels Under Single Ownership can be Treated as One Property
- City Will Provide GIS Mapping Support
- City Attorney will Provide Support and Review for Easement or Purchase Documents
- City Will Lead Negotiations with WSDOT and King County
- MFA will Subcontract for Appraisal, Title Report, and Survey

Task 2—Funding Strategy

MFA will research and prepare a recommendation for possible external funding sources to support project construction. The initial fundraising target is \$300,000 to \$500,000. These funding sources may include state and federal grants as well as private foundations,

corporate donations, and other opportunities. It is anticipated that multiple funding requests will be made to combine to the funding target.

Assumptions:

- MFA will draft up to three grant applications to be submitted to the appropriate funding entities.
- The grant application(s) will draw on project documentation developed through the design process.

Task 3—Technical Review of Design Plans

MFA will provide scientific and engineering peer review of design plans and construction documents for the habitat restoration project. MFA understands that the USACE is the lead for project design. City concerns regarding the draft design include flood level rise, construction costs, and potential conflicts with public utilities. MFA will subcontract as needed for specialized technical expertise such as hydraulic and hydrologic modeling.

Assumptions:

- Final 95% design report and drawings for the project will be prepared by USACE. MFA review will focus on flood level rise, constructability, construction cost and long-term maintenance

Task 4—On-Call Services

The complexity of the Mill Creek Ecosystem Restoration project may require additional consulting services that at this point are not defined. This task anticipates the need for future work not defined within this scope. This task would only be executed with prior written approval by the City that defines specific services and outcomes.

Estimated Budget

Mill Creek Ecosystem Restoration Project

City of Auburn

Task		Maul Foster & Alongi, Inc.			Subcontractors	Total
		Hours	Labor	Direct		
1	LERRD Certification	143	\$17,800.00	\$505.00	\$34,500.00	\$52,805.00
2	Funding Strategy	90	\$9,455.00	\$160.00	\$0.00	\$9,615.00
3	Technical Review	56	\$7,140.00	\$190.00	\$11,500.00	\$18,830.00
4	On Call Services	72	\$9,640.00	\$360.00	\$0.00	\$10,000.00
Total Estimated Cost						\$91,250.00

EXHIBIT B – SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$130 – 250/hour
Senior	\$110 - 160/hour
Project	\$95 - 120/hour
Staff	\$80 - 105/hour
GIS Professional	\$80 - 120/hour
Drafter/CADD Operator	\$55 - 85/hour
Technical Writer/Editor	\$50 - 85/hour
Administrative Assistant	\$50 - 85/hour

Depositions and expert witness testimony, including preparation time, will be charged at 150 percent of the above rates.

Travel time will be charged in accordance with the above rates.

OUTSIDE SERVICES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction, Rented equipment, Rented vehicles, Shipping charges, Transportation on public carriers, Meals and lodging, Special fees, permits, insurance, Consumable materials.

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

DIRECT CHARGES

Vehicle per mile \$0.75

COMPUTER CHARGES

CADD, ArcGIS \$20.00/hour

EQuIS, EVS, Modeling Applications \$30.00/hour

FIELD EQUIPMENT

The rates for field equipment are set forth in the Field Equipment Rate Schedule.

DOCUMENT PRODUCTION

The rates for document production are set forth in the Document Production Rate Schedule.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1120

Date:

January 15, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$35,769.77

Administrative Recommendation:

City Council approve Change Order No. 02 in the amount of \$35,769.77 to Contract No. 13-07 for work on Project No. CP1120 Lea Hill Safe Routes to School.

Background Summary:

This project includes the construction of the following improvements:

1. Construction of bike lanes, sidewalks, curb and gutter and ADA accessible ramp improvements to complete the remaining pedestrian gap on the south side of SE 312th St starting at 124th Ave SE and extending approximately 600 feet east.
2. Installation of ADA pedestrian push buttons and audible countdown pedestrian signal heads at the existing signalized intersection of SE 312th St and 124th Ave SE, including upgraded ADA accessible ramps.
3. Construction of upgraded ADA accessible ramps on 116th Ave SE at the two marked school crosswalks in front of Rainier Middle School and at the intersection of 116th Ave SE and SE 304th St.
4. Bike lane striping, signage and pavement symbols on 116th Ave SE between SE 312th St and SE 304th St.

Change Order No. 02 covers the cost to replace the existing traffic loops at the intersection of SE 312th St and 124th Ave SE that were impacted during construction activities. Change Order No. 02 also covers the costs for the Contractor to install the asphalt concrete along SE 312th St by hand due to there not being enough room for the Contractor to install the new pavement with a paving machine and for additional restoration work that is necessary to complete the improvements.

A budget adjustment of \$35,769.77 from the 102 Arterial Street Fund (City) will be required this year to fund the project.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: January 21, 2014

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1120

Project Title: Lea Hill Safe Routes to School Improvements

Project Manager: Kim Truong

Initiation Date: 7/18/11

Advertisement Date: 6/3/13

Award Date: 7/16/13

- ☐ Project Initiation

☐ Permission to Advertise

☐ Contract Award

☒ Change Order Approval

☐ Contract Final Acceptance

☐ Carry Forward to 2014

Date: 1/14/14

Funds Budgeted (Funds Available)

Funding	Prior Years	Prior Years	2013	2014	Total
102 Fund - Federal Grant		26,415	371,308		398,500
102 Arterial Street Fund			34,000		34,000
Total	0	26,415	405,308	0	432,500

Estimated Cost (Funds Needed)

Activity	Prior Years	Prior Years	2013	2014	Total
Design Engineering - City Costs		26,415	42,361		69,553
Design Engineering - Consultant Costs			1,924		1,924
Construction Contract			255,369		255,369
Change Order #1			(473)		(473)
Change Order #2				35,770	35,770
Authorized Contingency			6,427	4,999	11,426
Other - School District (Education)				75,700	75,700
Other - Police Dept. (Enforcement)			1,502		1,502
Construction Engineering - City Costs			15,000	2,500	17,500
Total	0	26,415	322,109	118,969	468,270

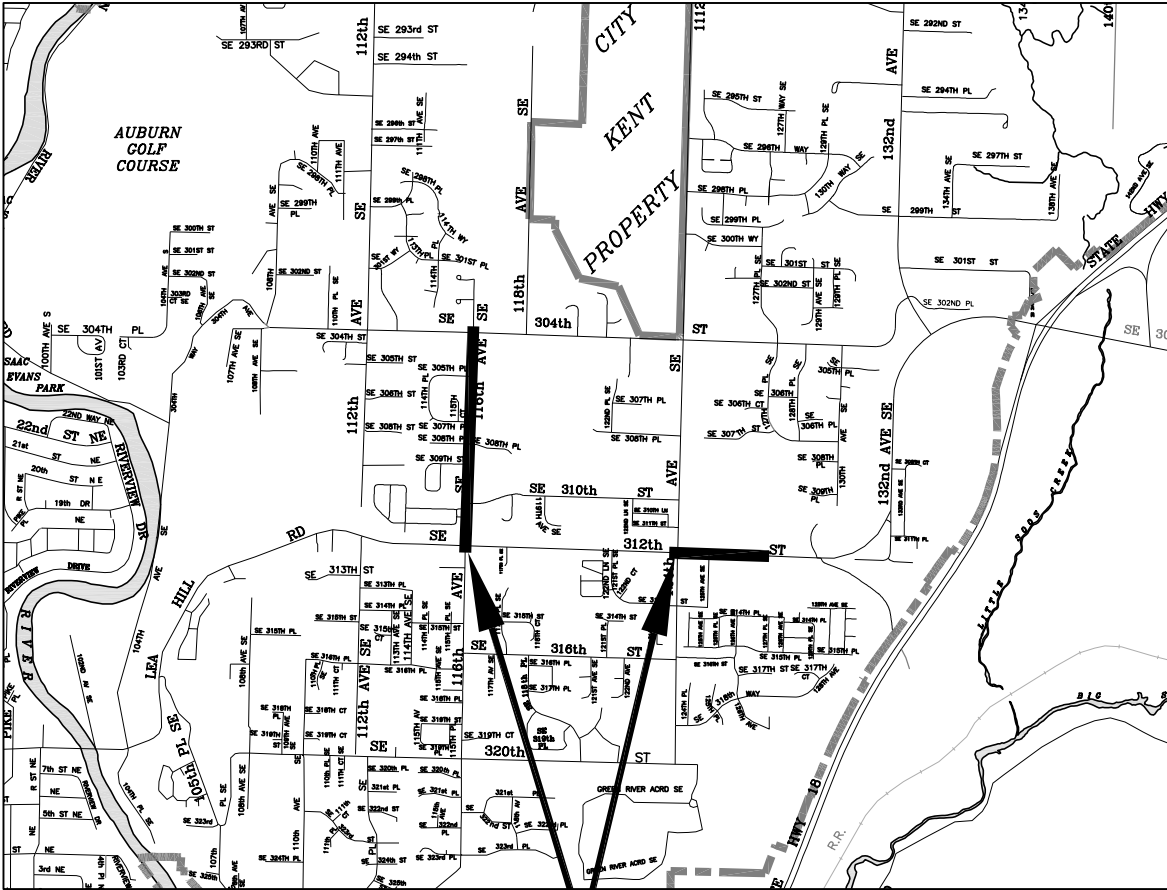
102 Arterial Street Budget Status

	Prior Years	Prior Years	2013	2014	Total
*102 Funds Budgeted ()	0	(26,415)	(405,308)	0	(432,500)
102 Funds Needed	0	26,415	322,109	118,969	468,270
*102 Fund Project Contingency ()	0	0	(83,199)	0	0
102 Funds Required	0	0	0	118,969	35,770

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

LEA HILL SAFE ROUTES TO SCHOOL IMPROVEMENTS

PROJECT NO. CP1120



PROJECT
SITES

VICINITY MAP
NOT TO SCALE



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ratification of Resolution No. 5017

Date:

January 12, 2014

Department:

Administration

Attachments:

[Resolution No. 5017](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council ratify Resolution No. 5017.

Background Summary:

On December 16, 2013, the City Council adopted Resolution No. 5017 designating the members of all standing committees of the City Council and designating the Deputy Mayor for the term beginning January 2014. Ratification of the resolution provides the "new" Council an opportunity to vote on the Committee assignments and Deputy Mayor designation.

Reviewed by Council Committees:

Councilmember: Wagner

Staff: Heid

Meeting Date: January 21, 2014

Item Number: NB.B

RESOLUTION NO. 5017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, REPEALING RESOLUTION NO. 4893 PASSED DECEMBER 17, 2012, AND DESIGNATING THE MEMBERS, POWERS, DUTIES AND MEETING TIMES AND DAY OF ALL STANDING COMMITTEES OF THE CITY COUNCIL OF THE CITY OF AUBURN AND DESIGNATING THE DEPUTY MAYOR

WHEREAS, the Auburn City Council Operations Committee designates the formation and membership of the standing committees of the City Council, subject to the approval of a majority of the City Council; and

WHEREAS, the Council Operations Committee conducted a meeting on December 2, 2013, at which time the Committee recommended two scenarios for the membership of the standing committees, powers and duties of standing committees and meeting schedules and designation of Deputy Mayor for 2014.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith RESOLVES AS FOLLOWS:

Section 1. Auburn Resolution No. 4893 passed December 17, 2012, is hereby repealed effective December 31, 2013.

Section 2. The Standing Committees of the City Council for the City of Auburn, Washington are as follows:

A. PUBLIC WORKS:

WAYNE OSBORNE (Chair), BILL PELOZA (Vice Chair), and CLAUDE DACORSI (member).

SCOPE: Makes recommendations to the City Council as a whole on policies relating to water and sanitary sewer utilities, storm drainage, streets and policy matters involving construction, engineering (utilities, traffic, design standards, and maintenance), right-of-way use, street vacation, and equipment maintenance and operations, transportation (current Public Works capital projects, Public Works Capital Improvement Plans, traffic efficiency, and Transportation Improvement Program oversight). This Committee will coordinate equipment rental and utility matters with the Finance Committee.

B. FINANCE:

LARGO WALES (Chair), JOHN HOLMAN (Vice Chair), and YOLANDA TROUT (member).

SCOPE: In addition to the normal monitoring of the financial expenditures of the approved budget, this Committee will make recommendations to the City Council as a whole on policies relating to Capital Facilities Plan, human resources, municipal court, legal, information services, and City real property transactions including sale, lease, acquisition, and donations. This committee will coordinate property transactions with other appropriate Council Committees. This Committee will serve as Council's liaison for the Tourism Board, the Fire Relief and Pension Board, the Business Improvement Area (BIA), and the Auburn Area Chamber of Commerce.

C. PLANNING AND COMMUNITY DEVELOPMENT:

JOHN HOLMAN (Chair), LARGO WALES (Vice Chair), and YOLANDA TROUT (member).

SCOPE: Makes recommendations to the City Council as a whole on policies relating to land use planning and zoning, code enforcement, annexation, building permits, transportation (long-term planning and land use and the Transportation Improvement Program), Capital Improvement Plans (Public Works CIP oversight), parks capital and program planning, cultural arts and public art, communications, downtown agreements and operating policies, community services, and economic development. This Committee will serve as the Council's liaison for the Arts Commission, Planning Commission, Human Services Commission, Transportation, Transit and Trails Committee, Parks and Recreation Board with regard to planning issues, Planning Commission, Human Services Committee, Urban Tree Board, Auburn Downtown Association, Sister Cities, and Multicultural Roundtable.

D. MUNICIPAL SERVICES:

BILL PELOZA (Chair), WAYNE OSBORNE (Vice Chair), and CLAUDE DACORSI (member).

SCOPE: Makes recommendations to the City Council as a whole on policies relating to police, animal control, emergency planning, telecommunications, solid waste, airport, parks and recreation operations, Auburn International Farmers' Market, Mary Olson Farm, golf course, cemetery, and cable TV. This Committee will serve as the Council's liaison for the Airport Advisory Board, Auburn International Farmers' Market Board, Auburn Valley Humane Society Board, Parks and Recreation Board with regard to operational issues, and Cemetery Board.

E. LES GOVE COMMUNITY CAMPUS COMMITTEE

RICH WAGNER (Chair), LARGO WALES (Vice Chair), WAYNE OSBORNE (Member)

SCOPE: Makes recommendations to the City Council as a whole on policies relating to the senior center, museum, and development and ongoing use of the Community Center and Activity Center facilities at Les Gove Community Campus. This Committee will serve as the Council's liaison for the King County Library, Museum Board, and the Boys and Girls Club.

F. COUNCIL OPERATIONS COMMITTEE:

RICH WAGNER (Chair), BILL PELOZA (Vice Chair), LARGO WALES (Member)

There is created and established a Council Operations Committee for the city council, the appointment, duties and functions thereof to be as follows:

Appointment. Membership of the Council Operations Committee shall consist of the Deputy Mayor, regardless of the Deputy Mayor's length of tenure on the City Council, and the two other Councilmembers having the longest tenure on the City Council. Longest tenure is to be calculated as the total length of consecutive service as a Councilmember. The Deputy Mayor shall be the Chair of the Council Operations Committee. The Councilmember having the longest tenure on the City Council shall be the Vice Chair of the Council Operations Committee. In the event two or more members have equal tenure, the Chair and members of the Council Operations Committee shall be selected on the basis of the largest number of votes received at the most recent general election(s) in which the Councilmembers were respectively elected. It is provided, however, that Councilmembers whose term of office will expire prior to or during the first meeting of a new City Council and who have not been re-elected or appointed to another term of office extending beyond the first meeting of a new City Council shall not be allowed to vote at Council on the approval of the membership of the new committees.

Powers and Functions. The function of the Council Operations Committee is to supervise the formation and membership of all standing committees of the City Council. The Council Operations Committee shall, subject to the approval of a majority of the entire City Council, designate all of the standing committees of the City Council. In addition, the Council Operations Committee shall, biennially at the first meeting of a new City Council, or periodically, submit a list of the proposed members of all standing committees of the City Council for approval by a majority vote of the entire City Council. The Council Operations Committee shall also recommend the Chair for each standing committee of the City Council, which recommendations shall also be subject to approval by a majority vote of the entire City Council. The membership of all standing committees of the City Council shall consist exclusively of Councilmembers. Each chair of any standing committee of the City Council shall, in the absence of a quorum at a meeting of his/her particular standing committee, have the authority to appoint a non-member of the standing committee, from the City Council to that standing committee for that meeting to create a quorum for that meeting, or in the chair's absence the vice-chairman shall be able to appoint another Councilmember to that particular committee in the absence of a quorum. The function of the Council Operations Committee is also to propose amendments to the Rules of Procedure of the City Council to the full City Council, and to address issues relating to the whole City Council and make recommendations for action by the full City Council relative to such issues.

The Council Operations Committee shall also evaluate and recommend to the whole City Council any actions, responses or sanctions for violations by Councilmembers of these Rules of Procedure, which recommendation shall be considered, voted and/or acted upon by the City Council in the normal course.

In cases of alleged misconduct or violations of the City Council Rules of Procedures (ROP), the person suspected of the alleged misconduct or violation of the ROP shall be afforded the opportunity to respond, which opportunity shall be given, with advance notice, in an open meeting of the Council Operations Committee (COC) prior to the COC making any recommendations regarding censure or reprimand or other disciplinary action.

Meeting Dates. The Council Operations Committee shall meet the first Monday of each month at 5:00 p.m. or more often as needed.

G. DEPUTY MAYOR and COUNCILMEMBER-AT-LARGE:

Councilmember Rich Wagner is designated as Deputy Mayor. The duties of Deputy Mayor are outlined in the City Council Rules of Procedure

H. COMMITTEE OF THE WHOLE

RICH WAGNER (Chair), BILL PELOZA (Vice Chair), ALL OTHER CITY COUNCILMEMBERS (Members)

SCOPE: The Deputy Mayor is automatically the chair and the most senior Councilmember, who is not the Deputy Mayor, is the Vice Chair. The Committee receives and discusses information relative to issues with broad implications for the City. No votes are taken at this committee.

Section 3. Unless otherwise designated by the Chair, the day and time of the meetings of the Standing Committees of the City Council of the City of Auburn shall be as follows:

A. PUBLIC WORKS:

3:30 P.M.

First and third Mondays of each month.

B. FINANCE COMMITTEE:

5:00 P.M.

First and third Mondays of each month.

C. PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE:

5:00 P.M.

Second and fourth Mondays of each month.

D. MUNICIPAL SERVICES COMMITTEE:

3:30 P.M.

Second and fourth Mondays of each month.

E. LES GOVE COMMUNITY CAMPUS COMMITTEE

5:00 P.M.

Fourth Wednesday of each month.

F. COUNCIL OPERATIONS COMMITTEE

5:00 P.M.

First Monday of each month.

G. COMMITTEE OF THE WHOLE

The Council Committee of the Whole shall meet whenever there is a fifth Monday in any month or as needed.

Section 4. The City Clerk is authorized and directed to incorporate the changes in the committees' scope of authority and function in the City Council Rules of Procedure.

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

Section 6. This Resolution shall take effect and be in full force and effect upon passage and signature hereon.

DATED and SIGNED this 16th day of December, 2012.

CITY OF AUBURN

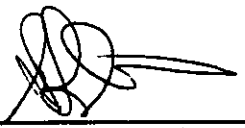
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

2014 AUBURN CITY COUNCIL COMMITTEES - Option 1

Z B. D. PLANNING & COMMUNITY DEVELOPMENT

5:00 pm
2nd & 4th Monday

John Holman, Chair
Largo Wales, Vice Ch.

Yolanda Trout

- Land use, Zoning
- Code Enforcement
- Building Permits
- Annexation
- Economic Development
- Cultural Arts, Public Art
- Parks Capital and Program Planning
- Engineering (development)
- Transportation (long-term planning, TIP * action)
- Capital Improvement Plans (PW oversight)
- Communications
- Community Services
- Downtown Agreements
- Dntn. Operating Policies

PUBLIC WORKS

3:30 pm
1st & 3rd Monday

Wayne Osborne, Chair
Billi Peloza, Vice Ch.

Claude DeCorsi

- Water
- Sanitary Sewer
- Storm Drainage
- Right-of-Way Management
- Streets
- Maintenance & Operations
- Equipment Rental
- Engineering (utilities, traffic, design standards, maintenance)
- Transportation (current PW capital projects, traffic efficiency, TIP**oversight, PW/CIP**action)

* TIP: 6 year
Transportation
Improvement
Program

MUNICIPAL SERVICES

3:30 pm
2nd & 4th Monday

Billi Peloza, Chair
Wayne Osborne, Vice Ch.

Claude DeCorsi

- Police
- Solid Waste
- Airport
- Golf Course
- Cemetery
- Parks & Rec. Operations
- Farmers' Market
- Animal Control
- Telecommunications
- Cable TV
- Emergency Planning
- Mary Olson Farm

MSC Liaisons:

- Airport Advisory Board
- Cemetery Board
- Farmers' Market Board
- Auburn Valley Humane Society Board
- Parks & Recreation Board (operational issues)

FINANCE

5:00 pm
1st & 3rd Monday

Largo Wales, Chair
John Holman, Vice Ch.

Yolanda Trout

- City Budget
- Capital Facilities Plan
- Finance
- Human Resources
- Municipal Court
- Legal
- Information Services
- City Real Property
- Facilities Management
- Governmental Affairs

FC Liaisons:

- Tourism Board
- Chamber of Commerce
- BIA, Bus. Improvement Area
- Fire Relief & Pension Board

LES GOVE COMMUNITY CAMPUS

5:00 pm
4th Wednesday

Rich Wagner, Chair
Largo Wales, Vice Ch.

Wayne Osborne

- Museum
- Senior Center
- Capital & Operating Policy for:
- Community Center
- Activity Center

LGCC Liaisons:

- Museum Board
- Boys & Girls Club
- King County Library

COUNCIL OPERATIONS (COC)

5:00 pm
1st Monday

Rich Wagner, Chair
Billi Peloza, Vice Ch.

Largo Wales

- Committee Structure
- Committee Membership
- Whole Council Issues
- Council Rules of Procedure
- Annual Visioning Retreat
- Junior City Council

COMMITTEE OF THE WHOLE (COW)

5th Monday in any month

Rich Wagner, Chair
Billi Peloza, Vice Ch.

All Other Councilmembers

- Broad implication issues
- No Council vote taken

DEPUTY MAYOR

Rich Wagner

- Act in absence of the Mayor
- Alternate to all committees
- Councilmember training
- Support cooperative Councilmember relations
- Help maintain cooperative Council-Mayor relations
- Chair COW & COC
- Mentor Junior City Council



PCDC Liaisons:

- Planning Commission
- Human Services Commis'n
- Multicultural Roundtable
- Arts Commission
- Parks & Recreation Board (planning issues)
- Auburn Downtown Assoc.
- Urban Tree Board
- JTT Committee (Transportation, Transit & Trails)
- Sister Cities



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5013

Date:

December 30, 2013

Department:

Public Works

Attachments:

[Res 5013](#)

[Ordinance No. 6491](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

[Exhibit D](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5013.

Background Summary:

Resolution No. 5013 sets the date of the public hearing for Franchise Agreement No. 13-37 for T-Mobile West LLC for February 3, 2014 at 7:30 pm in the Council Chambers.

Franchise Agreement No. 13-37, Draft Ordinance No. 6491 is attached as back up documentation for Resolution No. 5013. Per Auburn City Code Chapter 20.06.010, a franchise shall be required of any commercial utility or telecommunications operator or carrier or other person who desires to occupy public ways of the city and to provide telecommunications or commercial utility services to any person or area in the city.

T-Mobile West LLC has applied for a Franchise Agreement for wireless telecommunications facilities that are currently in the City's rights of way on the west hill. These facilities were originally installed under a Right of Way Use Agreement with King County prior to the area being annexed into the City. This agreement will bring T-Mobile into compliance with City Code and allow them to obtain construction permits so that they can make repairs, upgrades and improvements to existing facilities. All construction permits would be reviewed, approved and managed through the City's permitting processes that are a requirement of the Franchise Agreement. At this time T-Mobile does not intend to install any new facility sites in Auburn. Any new sites would require a review through City processes and an amendment to the franchise agreement.

Reviewed by Council Committees:

Planning And Community Development, Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: January 21, 2014

Item Number: RES.A

RESOLUTION NO. 5 0 1 3

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, SETTING A PUBLIC HEARING
TO CONSIDER A FRANCHISE AGREEMENT WITH T-
MOBILE WEST LLC**

WHEREAS, T-Mobile West LLC has applied to the City for a non-exclusive Franchise Agreement for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn, 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, the Public Works Committee of the Auburn City Council has reviewed T-Mobile West's application materials, and, pursuant to ACC 20.06.040, the Public Works Committee has recommended to the City Council that it schedule a public hearing on the application; and

WHEREAS, the City Council agrees with the recommendation of the Public Works Committee,

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

Section 1. That a hearing on the application by T-Mobile West LLC for a Franchise Agreement with the City of Auburn is hereby set for 7:30 p.m. on the 3rd day of February, 2014, 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.

Resolution No. 5013
Franchise Agreement No. 13-37
November 13, 2013
Page 1 of 2

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

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

DATED and SIGNED this _____ day of _____, 2014.

CITY OF AUBURN

Nancy Backus
Mayor

Attest:

Danielle E. Daskam, City Clerk

Approved as to Form:



Daniel B. Heid, City Attorney

Resolution No. 5013
Franchise Agreement No. 13-37
November 13, 2013
Page 2 of 2

ORDINANCE NO. 6491

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS

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

WHEREAS, with respect to some of these facilities, they were previously installed the public rights of ways with the permission of King County, which managed those right(s)-of-way prior to the annexation of those rights of way into the City of Auburn; 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, with respect to those facilities previously installed by authorization of King County, this agreement supersedes and replaces all agreements between Grantee and King County; 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 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, pursuant to RCW 35.99 the City grants to the Grantee general permission to enter, use, and occupy the public right(s)-of-way of the City. However, Grantee shall not extend its occupation of the public rights of way beyond the two facilities that presently

Ordinance No. 6491
Franchise Agreement No. 13-37
September 24, 2013
Page 1 of 15

occupy the rights of way as specified in Exhibit "A", attached hereto and incorporated by reference (the "Franchise Area"), without having first obtained an amendment to this agreement and site specific permits from the City authorizing Grantee to install telecommunications equipment at such other locations than specified in Exhibit "A".

B. This Franchise does not authorize the use of the public rights of ways for any facilities or services other than for wireless telecommunications facilities.

C. 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 rights set forth herein.

D. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to City rights-of-way. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain. Grantee acknowledges that the City has the power of eminent domain and that Grantee's remedies in the event of the exercise of such power are set forth in RCW 35.99 and other applicable law.

E. The City reserves the right to change, regrade, relocate, abandon, or vacate any public right-of-way. If, at any time during the term of this Franchise, the City vacates any portion of the rights of way 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.

F. The Grantee agrees that its use of the 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. Except as defined in the respective filing and emergency work provisions of Sections 5 and 7 herein, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. City or Grantee may from time to time

designate any other address for this purpose by providing written notice to the other party effective thirty (30) days after the provision thereof.

City: City of Auburn
Engineering Aide, Transportation
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: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attention: Lease Compliance/ City of Auburn Franchise

B. Any changes to the above-stated Grantee information shall be sent to the City, referencing the title of this agreement.

C. The above-stated 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), which approval shall not be unreasonably withheld, conditioned or delayed. 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 reasonably 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.

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Franchise Agreement No. 13-37
September 24, 2013
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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 until either party gives written notice at least one hundred eighty (180) days in advance of the 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, modifying and/or 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, and easements, owned or controlled by the City.

Section 5. Acceptance of Franchise

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

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

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Franchise Agreement No. 13-37
September 24, 2013
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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 in compliance with applicable law.

D. Before commencing any work involving excavation 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 an additional and separate approval from the City.

Section 7. Access, 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 telephonically during normal business hours (at 253-931-3010 and during non-business hours at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For

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any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at their network operations center telephonically at 888-662-4662, which is operated 24 hours a day, seven days a week. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

Section 8. Damages to City and Third-Party Property

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

Section 9. Location Preference and Interference

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 such 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, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with

Grantee's activities and fulfill any municipal obligations under state law. 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 Rights-of-Way. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

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

C. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request and has given Grantee ten working days to obtain an injunction to prohibit the City's release of records.

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 in the event the Franchise Area is required for use by the City in performance of its municipal services. In such event, City will give Grantee prior written notice of the need for such relocation of the Franchise Area. Notwithstanding the foregoing however, and 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 similar losses in connection with any such change, relocation, abandonment, or vacation of the right-of-way(s).

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, remove the affected facilities, or, with the City's

written permission, abandon in place such facilities whereupon they will transfer to the City in their AS IS and WHERE IS condition without need of execution of any further documentation formalizing the transfer, and without representation or warranty of any kind or nature provided the Grantee shall provide to the City drawings, maps or other documentation about said facilities to the reasonable satisfaction of the City. Following such transfer, Grantee shall no longer be responsible for any liability, maintenance, repair or removal obligations related to or arising from the transferred 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 that can be installed underground.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground those portions of Grantee Facilities that can be installed underground 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 or other applicable law. 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 it utilizes, 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 and the use thereof by all applicable parties

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 to the extent caused by 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, its agents, contractors, employees or invitees. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the

City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

B. The Grantee shall hold the City harmless from any liability for 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 or intentional misconduct of the City, its agents, contractors, employees or invitees performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, 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 with respect to acts or events occurring prior thereto.

Section 15. Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for

Ordinance No. 6491
Franchise Agreement No. 13-37
September 24, 2013
Page 9 of 15

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 no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than \$1,000,000 per claim carried by all licensed 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 with respect to claims alleging Grantee's negligence. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

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

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

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

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

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

Section 16. Performance Security

The Grantee shall provide the City with a bond, or other financial guarantee in a form and substance reasonably acceptable to the City, in the amount of Fifty Thousand Dollars (\$50,000) running for, or renewable for, the term of this Franchise. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this agreement within the applicable cure or grace period, 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 direct result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

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

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance. The foregoing

notwithstanding, Grantee may assign this Franchise in whole or in part without the need for the City's consent to any entity that controls, is controlled by, or is under common control with Grantee, or to any entity resulting from any merger or consolidation with Grantee, or to any partner of Grantee or to any partnership in which Grantee is a general partner, or to any person or entity that acquires all of the assets of Tenant as a going concern.

C. For any assignment requiring City consent, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days after the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer (redacted for any financial terms); (b) All information reasonably 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.

E. Upon assignment, Grantee shall be relieved of all liabilities and obligations hereunder accruing thereafter and City shall look solely to the assignee for performance under this agreement and all such obligations accruing thereafter hereunder provided such assignee accepts all such obligations in writing within thirty (30) days of the date of assignment and is of substantially similar financial strength or credit worthiness as Grantee.

Section 18. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This

Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty (30) 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/or 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.

Ordinance No. 6491
Franchise Agreement No. 13-37
September 24, 2013
Page 13 of 15

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, if required by such statute or regulation, 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, or Grantee may terminate this agreement without further liability or penalty subject to its prompt removal of the Grantee Facilities in compliance with applicable terms herein.

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 within such thirty (30) day period.

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 provided the provision deemed invalid is not a material term to this agreement.

Section 24. Titles

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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. Termination.

Grantee shall have the right to terminate this agreement with respect to an individual Franchise Area authorized hereunder, without penalty, upon one hundred twenty (120) days prior written notice. In such event, all applicable fees and/or costs set forth herein shall be equitably adjusted as of the effective date of termination

Section 27. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

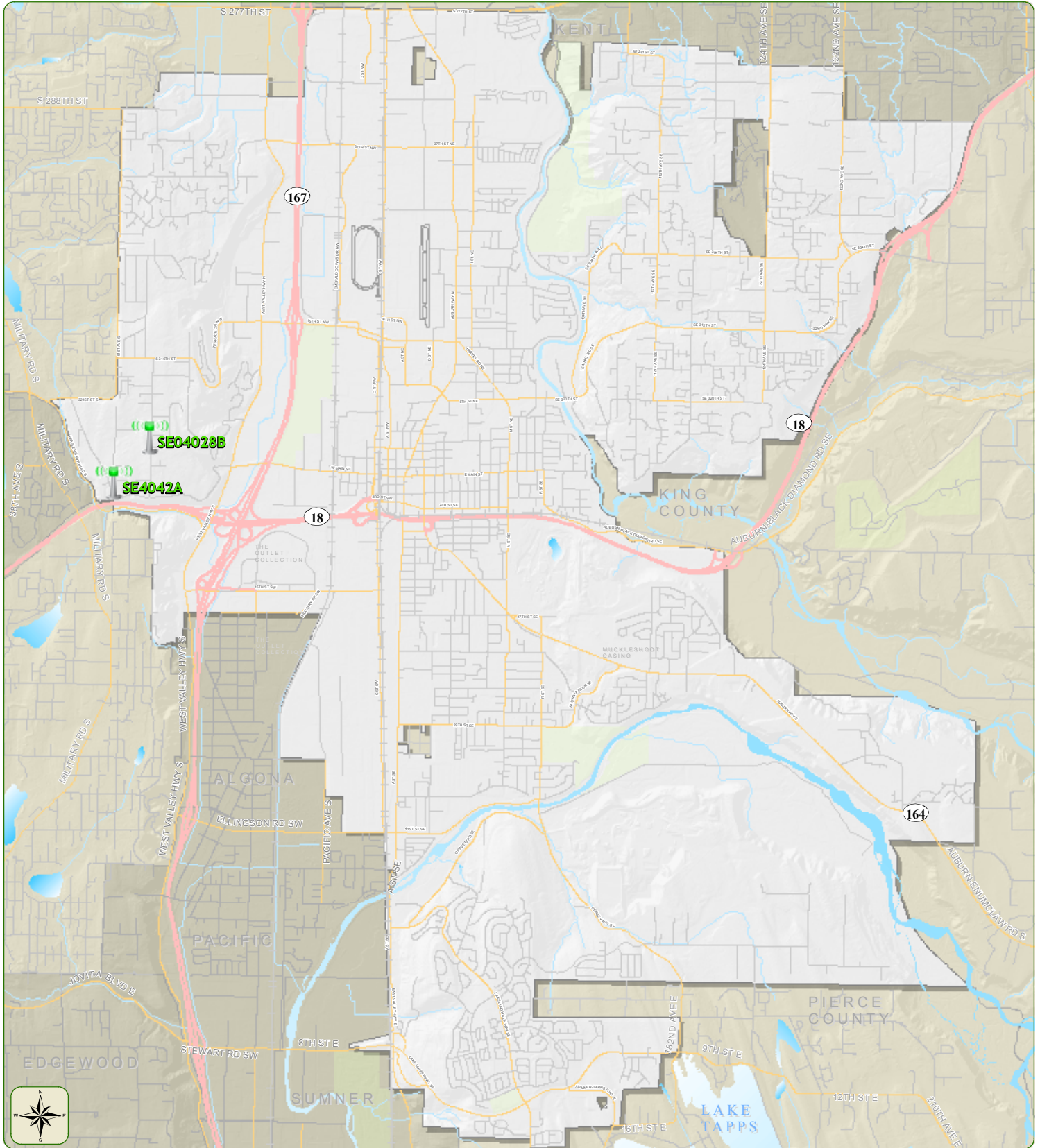
APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

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Page 15 of 15

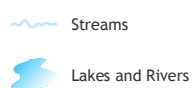
Exhibit "A" - T-Mobile Franchise Area



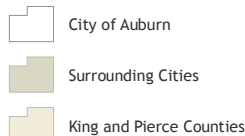
T Mobile Facilities



Hydrology



Political Boundaries



Transportation



Printed On: 11/7/2013

Map ID: 4317

RES.A

EXHIBIT "B"

GRANTEE FACILITIES

EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

Site ID: SE4042A, "Peasley Canyon"

Location:

33043 46th Place South
Auburn, WA 98001

Description: Telecommunications Facility consisting of above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the Right-of-Way (ROW), with antennas collocated on an existing 88' above-ground wooden utility pole in the ROW with connecting underground conduit.

Site ID: SE04028B, Mountain View Cemetery/PR

Location:

5605 S 324th Place
Auburn WA 98001

Description: Telecommunication Facility consisting of antennas located on an existing 75' above-ground wood utility pole in the Right of Way with connecting underground conduit to the radio equipment cabinets located on adjacent private property.

EXHIBIT “C”

GRANTEE SERVICES

SERVICES PROVIDED BY T-MOBILE WITHIN THE CITY OF AUBURN:

Telecommunications Services authorized by the Federal Communications Commission; including but not limited to the following:

THE TRANSMISSION, AMPLIFICATION AND RECEPTION OF RADIO COMMUNICATION SIGNALS, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO:

- VOICE,
- DATA,
- IMAGES AND VIDEO
- E-911/EMERGENCY ACCESS
- 3-G AND 4-G

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

T-Mobile West LLC, A Delaware limited liability company, , 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.

T-Mobile West LLC

By: _____ Date: _____
Name:
Title: Acting Regional Director, Engineering &
Operations

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

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

MY COMMISSION EXPIRES: _____

Ordinance No. 6491
Franchise Agreement No. 13-37
DATE 09/24/2013
Page 1 of 1



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5018

Date:

January 6, 2014

Department:

Public Works

Attachments:

[Res 5018 and Attachments](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5018.

Background Summary:

MCI Communications, Services, Inc. (MCI), has applied for a renewal of term for Public Way Agreement No 08-03 which was authorized by Resolution No. 4338 and amended by Resolution No. 4797 (please see attached documents) for facilities currently in the City's right-of-way which has recently expired.

The Public Way Agreement (PWA) was reviewed by City staff and the applicant and it was determined that the agreement still meets the needs of the City and the applicant with only a minor amendment to update the term of the agreement for one additional five year term. Resolution No. 5018 amends the current agreement, PWA 08-03, to reflect these changes and authorizes MCI's fiber optic conduit to remain in the right-of-way per the conditions set forth in Amendment No. 2 (PWA 08-03A2) upon filing with the City Clerk a Statement of Acceptance which is marked "Exhibit A".

Reviewed by Council Committees:

Planning And Community Development, Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: January 21, 2014

Item Number: RES.B

RESOLUTION NO. 5 0 1 8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AUTHORIZING THE
RENEWAL OF PUBLIC WAY AGREEMENT 08-03 AND
AMENDING THE TERMS OF THE AGREEMENT

WHEREAS, MCI Communications Services, Inc. has applied to the City for renewal of Public Way Agreement 08-03, which was authorized by Resolution No. 4338 and amended by Resolution No 4797, and

WHEREAS, the City has reviewed the Grantee's renewal application and determined that renewal of the Public Way Agreement authorized by Resolution No. 4338, amended by Resolution No. 4797 is in the best interest of the City and the citizens of Auburn,

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

Section 1. The City approves Grantee's application for renewal for one five-year period as provided for in Section 3B of Public Way Agreement 08-03, as amended, under the conditions set forth in this Resolution, and in substantial conformity with the previous Agreement a copy of which is attached hereto, marked as Exhibit "A."

Section 2. Acceptance of Amendments

A. This Amendment and any rights granted hereunder shall not become effective for any purpose unless and until Grantee files with the City

Resolution No. 5018
Public Way Agreement No. 08-03
Amendment No. 2
January 6, 2014
Page 1 of 3

Clerk the Statement of Acceptance, attached hereto as Exhibit "B", and incorporated by reference. The date that such Statement of Acceptance is filed with the City Clerk shall be the effective date of the renewal, which the City has assigned Amendment No. 2.

B. Should the Grantee fail to file the Statement of Acceptance with the City Clerk within 30 days after the effective date of the Resolution approving the Amendatory Renewal, said renewal and corresponding agreement will automatically terminate and shall be null and void.

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, including negotiating and executing the Amendatory Renewal Agreement described herein (Amendment No. 2).

Section 5. Severability The provisions of this resolution 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 resolution, or the validity of its application to other persons or circumstances.

Section 6. Effective Date This Resolution shall be in full force and effect upon passage and signatures hereon.

Resolution No. 5018
Public Way Agreement No. 08-03
Amendment No. 2
January 6, 2014
Page 2 of 3

Dated and Signed this _____ day of _____, 2014.

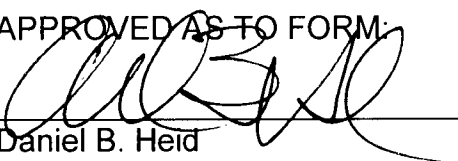
CITY OF AUBURN

Nancy Backus
Mayor

ATTEST:

Danielle Daskam

APPROVED AS TO FORM:



Daniel B. Heid
City Attorney

Resolution No. 5018
Public Way Agreement No. 08-03
Amendment No. 2
January 6, 2014
Page 3 of 3

EXHIBIT "A"

RESOLUTION NO. 4797

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE PUBLIC WAY AGREEMENT NO. 08-03 BETWEEN THE CITY OF AUBURN AND MCI COMMUNICATIONS SERVICES, INC.

WHEREAS, the City and MCI Communications Services, Inc. ("MCI") entered into Public Way Agreements in 1996 (PWA 96-07) and 2008 (PWA 08-03); and

WHEREAS, the 1996 Agreement has a rolling five-year renewal period, which period expired December 16, 2011 and

WHEREAS, it is in the public interest for the parties to enter into an amendment to PWA 08-03 to combine all of MCI's equipment and facilities into one Public Way Agreement.

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

Section 1. The Mayor and the Auburn City Clerk are hereby authorized to execute an amendment to PWA 08-03 between the City of Auburn and MCI Communications Services, Inc. which amendment shall be in substantial conformity with the agreement hereto, marked as Amendment No. 1 and incorporated herein by this reference.

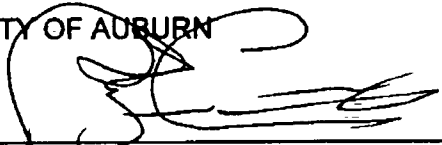
Resolution No. 4797
May 17 2012
Page 1 of 2

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 18th day of June, 2012.

CITY OF AUBURN


PETER B. LEWIS, MAYOR

ATTEST


Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

Resolution No. 4797
May 17 2012
Page 2 of 2

AMENDMENT NO. 1

**ADDENDUM TO PWA 08-03 AGREEMENT
BETWEEN MCI COMMUNICATIONS SERVICES, INC. AND THE CITY OF AUBURN
RELATING TO PUBLIC WAY AGREEMENT**

THIS AMENDMENT is made and entered into this 20th day of July, 2012, by and between MCI Communications, Services, Inc., a Delaware corporation ("MCI") and the **CITY OF AUBURN**, a municipal corporation of the State of Washington ("CITY"), as an amendment to the Agreement ("2008 Agreement") between the parties for public way access executed on the 28th day of April, 2008 (PWA 08-03).

RECITALS.

1. MCI's predecessor in interest, WorldCom Network Services, Inc., and the City executed a public right of way agreement ("1996 Agreement") on December 17, 1996 (PWA 96-07), which agreement allowed MCI to construct, replace, maintain, and use equipment and facilities for an underground fiber optics trunk line within the City. The 1996 Agreement contained a rolling five-year renewal period, the most recent of which expired on December 16, 2011.

2. The parties agree that combining the 1996 Agreement and the 2008 Agreement would make it easier for them to administer the equipment and facilities within the City.

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

1 Exhibit "A" to PWA 08-03 is amended to include the facilities set forth on Exhibit A to this Amendment.

2. This Amendment, and any rights granted hereunder, shall not become effective for any purpose unless and until MCI files with the City Clerk the Statement of Acceptance within 30 days after the effective date of the resolution approving this Amendment, attached hereto as Exhibit "B" and incorporated herein by reference. The date that the Statement of Acceptance is filed with the City Clerk shall be the effective date of this Amendment.

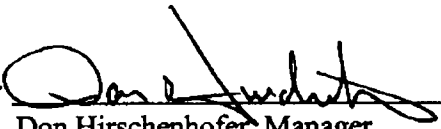
3 That all other provisions of PWA 08-03 shall remain unchanged, and in full force and effect.

PWA 08-03A1

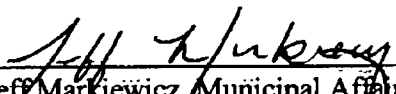
Page 1 of 2

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

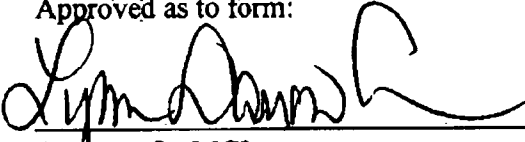
MCI COMMUNICATIONS SERVICES, INC.

By: 
Its: Don Hirschenhofer, Manager

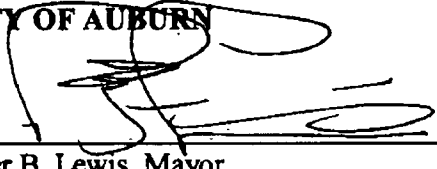
Witness:

By: 
Jeff Markiewicz, Municipal Affairs

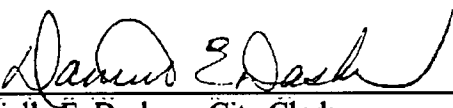
Approved as to form:


Attorney for MCI

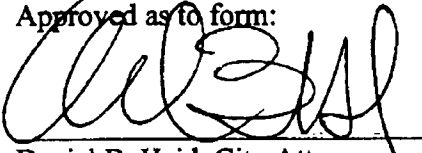
CITY OF AUBURN

By: 
Peter B. Lewis, Mayor

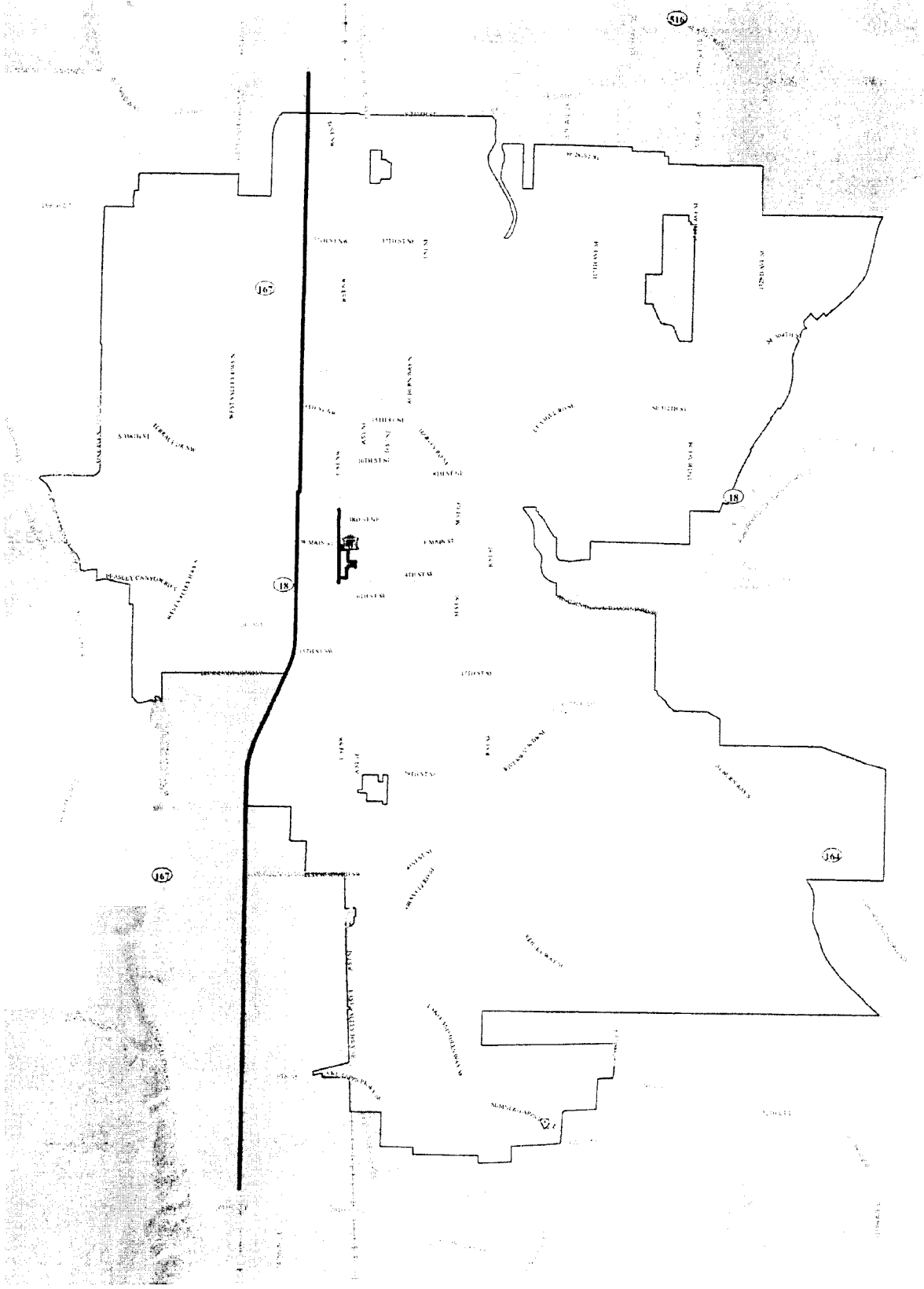
Attest:

By: 
Danielle E. Daskam, City Clerk

Approved as to form:


Daniel B. Heid, City Attorney

MCI Fiber



- | | |
|---|--|
|  City Hall |  City of Auburn |
|  MCI Fiber (PWA 08-03) |  Parks |
|  MCI Fiber (PWA 96-07) |  Water Features |

Exhibit A

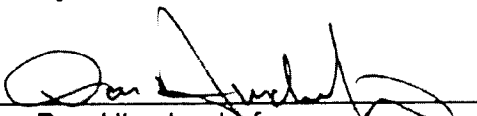


EXHIBIT "B"

STATEMENT OF ACCEPTANCE

MCI Communications Services, Inc., for itself, its successors and assigns, hereby accepts and agrees to be bound by all terms, conditions and provisions of Amendment No 1 to PWA 08-03 attached hereto and incorporated herein by this reference

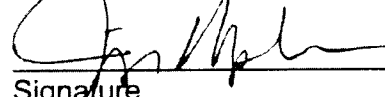
[Grantee]

By  Date 7-17-2012
Name Don Hirschenhofer
Title Manager Right-of-Way & Municipal Affairs

STATE OF Texas)
COUNTY OF Dallas)ss

On this 17th day of July, 2012, before me the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared, Don Hirschenhofer of MCI Communications Services, 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

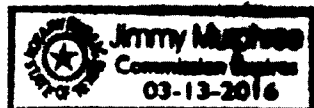
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth


Signature
Jimmy Murphree



NOTARY PUBLIC in and for the State of
Texas, residing at 4600 Sarasota Dr. The Colony, TX 75056
MY COMMISSION EXPIRES 3-13-2016

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Page 1 of 1



RESOLUTION NO. 4 3 3 8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PUBLIC WAY AGREEMENT BETWEEN THE CITY OF AUBURN AND MCI COMMUNICATIONS SERVICES, INC

WHEREAS, MCI Communications Services Inc has applied to the City for a non-exclusive Public Way Agreement for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn, 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, the City has reviewed MCI Communications Services' application and determined that the location of MCI Communications Services' facilities within the requested rights-of-way is in the best interest of the City and the citizens of Auburn,

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 and the Auburn City Clerk are hereby authorized to execute a Public Way Agreement between the City of Auburn and MCI Communications Services, Inc , which agreement shall be in

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March 31 2008
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substantial conformity with the Agreement a copy of which is attached hereto,
marked as Exhibit "1" 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

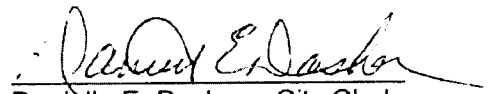
Section 3 This resolution shall be in full force and effect upon
passage and signatures hereon

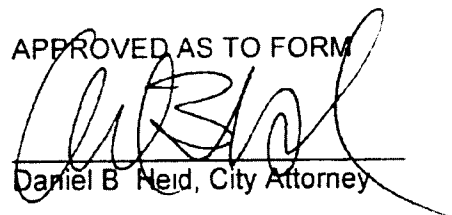
Dated and Signed this 21st day of April, 2008

CITY OF AUBURN

PETER B LEWIS
MAYOR

ATTEST


Danielle E Daskam, City Clerk

APPROVED AS TO FORM

Daniel B Reid, City Attorney

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Page 2 of 2

CITY OF AUBURN PUBLIC WAY AGREEMENT WITH MCI
COMMUNICATIONS SERVICES, INC

This Public Way Agreement is entered into by and between the City of Auburn, Washington, a municipal corporation ("City") and MCI Communications Services, Inc., a Delaware corporation ("Grantee")

WHEREAS, Grantee has applied to the City for a non-exclusive Public Way Agreement for the right of entry, use, and occupation of certain public right(s)-of-way within the City of Auburn, 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, the City has reviewed the Grantee's application and determined that the location of Grantee's facilities within the requested right(s)-of-way is in the best interest of the City and the citizens of Auburn,

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows

Section 1 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	Right-of-Way Manager 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
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Grantee	MCI Communications Services, Inc Attn Manager, Municipal Affairs 2400 N Glenville Dr Richardson, TX 75082
---------	--

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April 15, 2008
Page 1

With a copy to

Verizon Business, Legal and External Affairs
Attn: Associate General Counsel
205 North Michigan Ave
Sixth Floor
Chicago, IL 60601

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 of 8 AM to 5 PM Pacific Standard time

Section 2 Grant of Right to Use Public Way

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 specified in Exhibit "A," attached hereto and incorporated by reference (the "Public Way"). The Grantee shall place Grantee Facilities within the City Conduit Route set forth in Exhibit A, unless the Grantee determines that the route is impracticable for such use, in which case the Grantee shall place Grantee Facilities within the Qwest Conduit Route set forth in Exhibit A. Should the Grantee and the City agree that neither of these routes are practicable, the Grantee shall place Grantee Facilities along an alternate route within the Public Way, which may consist of the New Conduit Route set forth in Exhibit A or a mutually agreeable route including a portion of the New Conduit Route and portions of the City and Qwest Conduit Routes, the use of which shall be on terms mutually agreeable between the conduit owner and the Grantee. The routes shall be subject to the following additional terms:

1. **City Conduit Route.** Should the Grantee choose to make use of existing City conduit, the City shall then make one (1) conduit of one and one quarter inches (1 1/4") in size available to Grantee along that route at a rate of Thirty-Five Cents (\$0.35) per lineal foot of conduit per year. The Grantee shall place for the City a mutually agreed upon amount of twenty-four (24) strand optical cable into City conduit along the route. For those portions of the City Conduit Route in which the Grantee will construct new conduit, the Grantee shall construct for the City, and connect to existing City conduits, one (1) three inch (3") conduit along with related structures necessary to access the conduit ("New City Conduit") that shall be in addition to any conduits to be owned or used by Grantee. The New City Conduit is provided as consideration for leasing existing City conduit, and is not subject to the provisions of RCW 35.99.070. The parties

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Exhibit "1"
April 15, 2008
Page 2

agree to negotiate in good faith an agreement encompassing the terms of this subsection and any other mutually agreeable terms

2 Qwest Conduit Route Should the Grantee choose to make use of Qwest's existing conduit, and should the Grantee be constructing new conduit along any portion of that route, the City may require the Grantee to install for the City, one (1) three inch (3") conduit, along with related structures necessary to access the conduit. The Grantee shall charge its incremental costs in installing said conduit to the City. Conduit provided pursuant to this subsection is subject to the provisions of RCW 35 99 070, and the parties agree that they shall negotiate in good faith an agreement meeting the requirements of RCW 80 36 150 that establishes the incremental costs of providing the new City conduits, the specific equipment required by the City, and any other terms mutually agreeable to the parties or required under RCW 35 99.070

3 New Conduit Route Should the Grantee choose to construct new conduit along the New Conduit Route, the Grantee shall install for the City, one (1) three inch (3") conduit, along with related structures necessary to access the conduit. The Grantee shall charge its incremental costs in installing said conduit to the City. Conduit provided pursuant to this subsection is subject to the provisions of RCW 35 99 070, and the parties agree that they shall negotiate in good faith an agreement meeting the requirements of RCW 80 36 150 that establishes the incremental costs of providing the new City conduits, the specific equipment required by the City, and any other terms mutually agreeable to the parties or required under RCW 35 99 070

4 Alternate Route Should the Grantee and the City agree to an alternate route using portions of the City Conduit Route, the Qwest Conduit Route, and/or the New Conduit Route, the terms of the New Conduit Route shall apply to all newly constructed conduit along the alternate route, and the Grantee shall provide optical cable to the City along the alternate route per the provisions of the City Conduit Route

B The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the facilities specified in Exhibit "B," attached hereto and incorporated by reference, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of lawful communications, including, without limitation, long distance voice and data communications and other lawful communications as disclosed to the City from time to time ("Grantee Services") in, along, under and across the Public Way, for the sole purpose of providing commercial utility or telecommunications services to persons or areas outside the City

C This Public Way Agreement does not authorize the use of the Public Way for any facilities or services other than Grantee Facilities and

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Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, elsewhere within the City

D This Public Way Agreement is non-exclusive and does not prohibit the City from entering into other agreements, including Public Way Agreements, impacting the Public Way, 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 Public Way Agreement does not waive any rights that the City has or may hereafter acquire with respect to the Public Way or any other City roads, rights-of-way, property or any portions thereof This Public Way Agreement shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Public Way shall have no value

F The City reserves the right to change, regrade, relocate, abandon, or vacate the Public Way If, at any time during the term of this Public Way Agreement, the City vacates any portion of the Public Way, 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 the Grantee Facilities under the terms of this Public Way Agreement for the remaining period set forth under Section 3

G The Grantee agrees that its use of Public Way 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 Public Way, except as may be otherwise required by law

H Should the Grantee seek to use the Public Way to provide services, including Grantee Services, to City residents or businesses, the Grantee shall apply for, obtain, and comply with the terms of a City franchise agreement for such use

Section 3. Term of Agreement

A This Public Way Agreement 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 Public Way Agreement for an additional five (5) year period upon submission and approval of the application specified under ACC 20.04.120, as it now exists or is amended, within the timeframe set forth therein (currently 180 to 120 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

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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

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 for City purposes, 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 Public Way Agreement

A This Public Way Agreement, 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, "Public Way Acceptance") The date that such Public Way Acceptance is filed with the City Clerk shall be the effective date of this Public Way Agreement

B Should the Grantee fail to file the Public Way Acceptance with the City Clerk within thirty (30) days after the effective date of the resolution approving the Public Way Agreement, said agreement will automatically terminate and shall be null and void

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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 Way.

C The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the Public Way and may from time to time, pursuant to the applicable sections of this Public Way Agreement, 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 Way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

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 practicable. 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 Public Way Agreement impair or damage 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 privately-owned 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

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or repair Grantee Facilities under this Public Way Agreement 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 new or additional structures, equipment, appurtenances or tangible property of an earlier privately-owned utility being installed or completed, 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 such 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, such information as the Director of Public Works, or Right-of-Way Manager, find necessary to coordinate municipal functions with Grantee's activities and to fulfill any municipal obligations under state law. Said information shall include, at a minimum, quarterly statements due on the first day of January, April, July, and October of each year detailing any changes in the information submitted as part of Grantee's Public Way Agreement application as set forth in Exhibit "D," attached hereto and incorporated by reference; 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 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. In the event the parties cannot agree, the dispute shall be submitted to the City Hearing Examiner, subject to the record before the

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Hearings Examiner Notwithstanding this option, 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 at its sole expense and liability and at no expense or liability to the City, except as may be required by RCW Chapter 35 99, as ordered by the City Engineer for City purposes, and upon sixty (60) days written notice from the City Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way

B In the event that the Public Way shall become a Primary State Highway as provided by law, the State Department of Transportation may order the Grantee to perform or undertake, at its sole expense, changes to the location of Grantee Facilities so that the same shall not interfere with such state highway and so that such facilities shall conform to such new grades or routes as may be established

C 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 (180) days 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 Public Way Agreement

Section 13. Undergrounding

A The parties agree that this Public Way Agreement does not limit the City's authority under federal law, state law, or the ACC, to require the undergrounding of utilities.

B Whenever the City requires the undergrounding of aerial utilities in the Public Way, the Grantee shall underground the Grantee Facilities in the

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manner specified by the City Engineer, and 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 Public Way Agreement, 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 Public Way 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 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4 24 115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the

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City's and Grantee's waivers of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of the indemnifications set forth in this Section 14. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

Section 15 Insurance

A The Grantee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with activities or operations performed by or on the Grantee's behalf with the issuance of this Agreement. Grantee shall obtain insurance of the type described below:

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

2 Commercial General Liability insurance with combined single limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operation aggregate limit. Coverage shall be written on ISO occurrence form or equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury and contractual liability. Limits can be satisfied by a combination of commercial general liability and Excess Liability. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured as their interest may appear under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Public Way Agreement.

3 Professional Liability insurance with limits no less than \$1,000,000 per claim and aggregate.

4 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. Employer's Liability \$1,000,000 each accident/disease/policy limit (Stop Gap Liability included in Employer's Liability.)

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B The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile 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.

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

D Verification of Coverage Grantee shall furnish the City with original certificates and a copy of the mandatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Grantee before commencement of the work. The certificates shall contain a provision stating that the insurer or its authorized representative shall endeavor to provide thirty (30) days prior written notice by certified mail, return receipt requested, has been given by the City.

E Grantee shall have the right to self-insure any or all of the above-required insurance.

F Grantee's maintenance of insurance as required by this Agreement 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

Pursuant to ACC Chapter 20 10, the Grantee shall provide the City with a financial guarantee as specified in ACC Section 20 10.250, in a form and substance acceptable to the City, securing the Grantee's faithful compliance with the terms of this Public Way Agreement. Such guarantee shall be in the amount of Fifty Thousand dollars (\$50,000.00).

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

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contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned

B This public way agreement shall not be leased, assigned or otherwise alienated without the express consent of the City by resolution, 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 one hundred twenty (120) 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 Public Way Agreement 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

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 fifteen (15) 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 Public Way Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment

Section 19. Enforcement and Remedies

A If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Public Way Agreement through willful intent or gross 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

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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 Grantee, and its successors or assignees, shall forfeit all rights conferred hereunder, and the Public Way Agreement may be revoked or annulled by the City with no further notification.

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 Public Way Agreement upon thirty days (30) written notice to Grantee 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 the Auburn City Code, to compel Grantee to cease such actions.

Section 20 Compliance with Laws and Regulations

A This Public Way Agreement 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 Public Way Agreement. 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 Public Way.

B The City reserves the right at any time to amend this Public Way Agreement 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 initial notice, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

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C The City may terminate this Public Way Agreement 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 Public Way Agreement 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 public ways

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

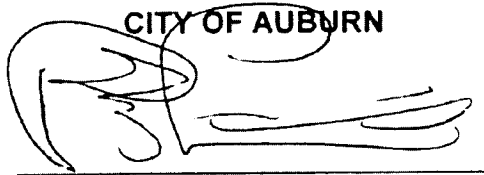
Section 23. Severability

If any portion of this Public Way Agreement 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 Public Way Agreement.

DATED and SIGNED this 21st day of April, 2008


CITY OF AUBURN

PETER B. LEWIS
MAYOR

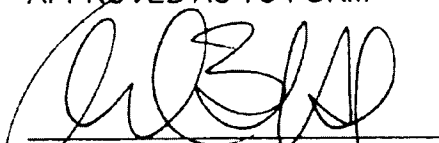
Resolution No 4338
Exhibit "1"
April 15, 2008
Page 14

ATTEST



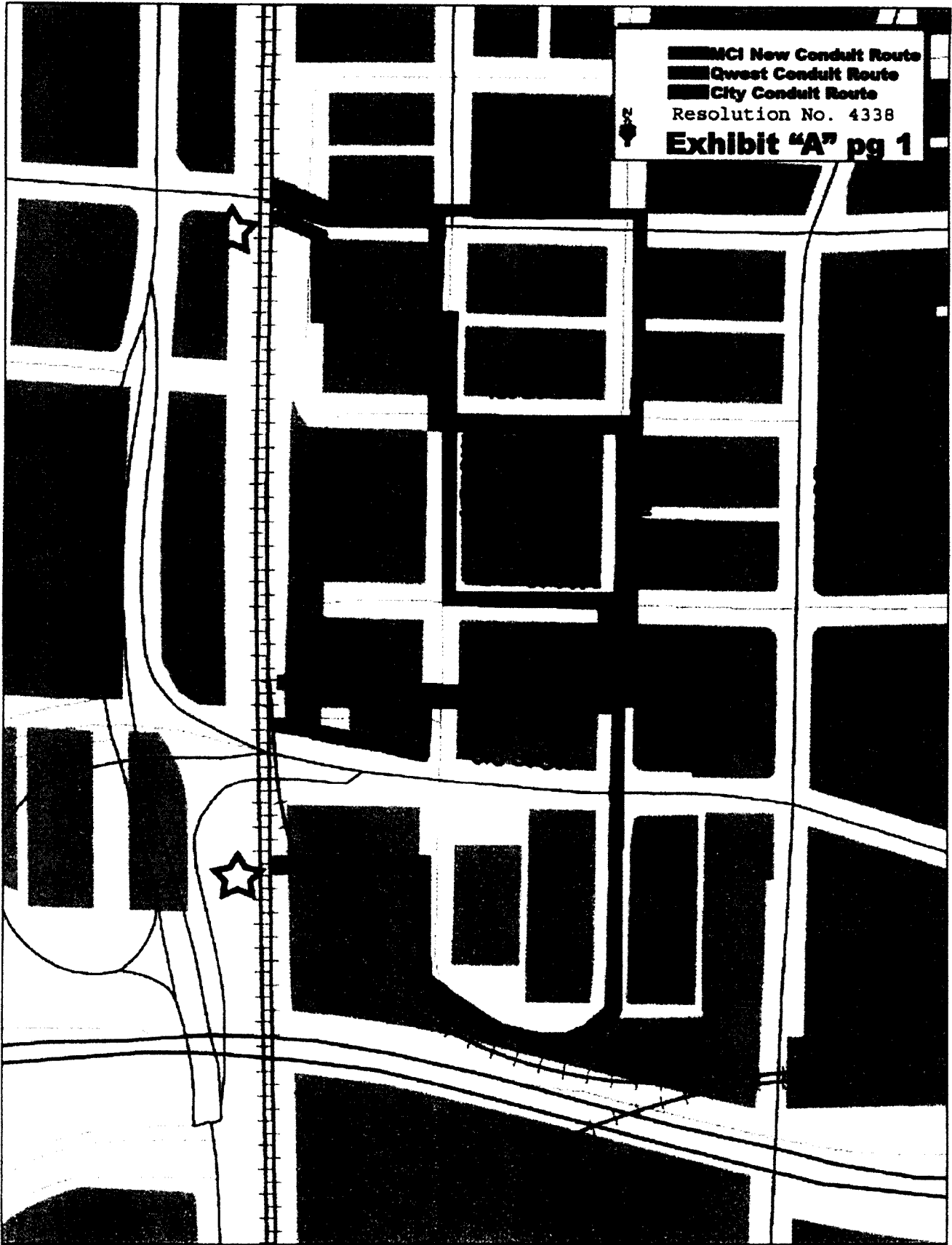
Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM



Daniel B. Heid,
City Attorney

Resolution No 4338
Exhibit "1"
April 15, 2008
Page 15



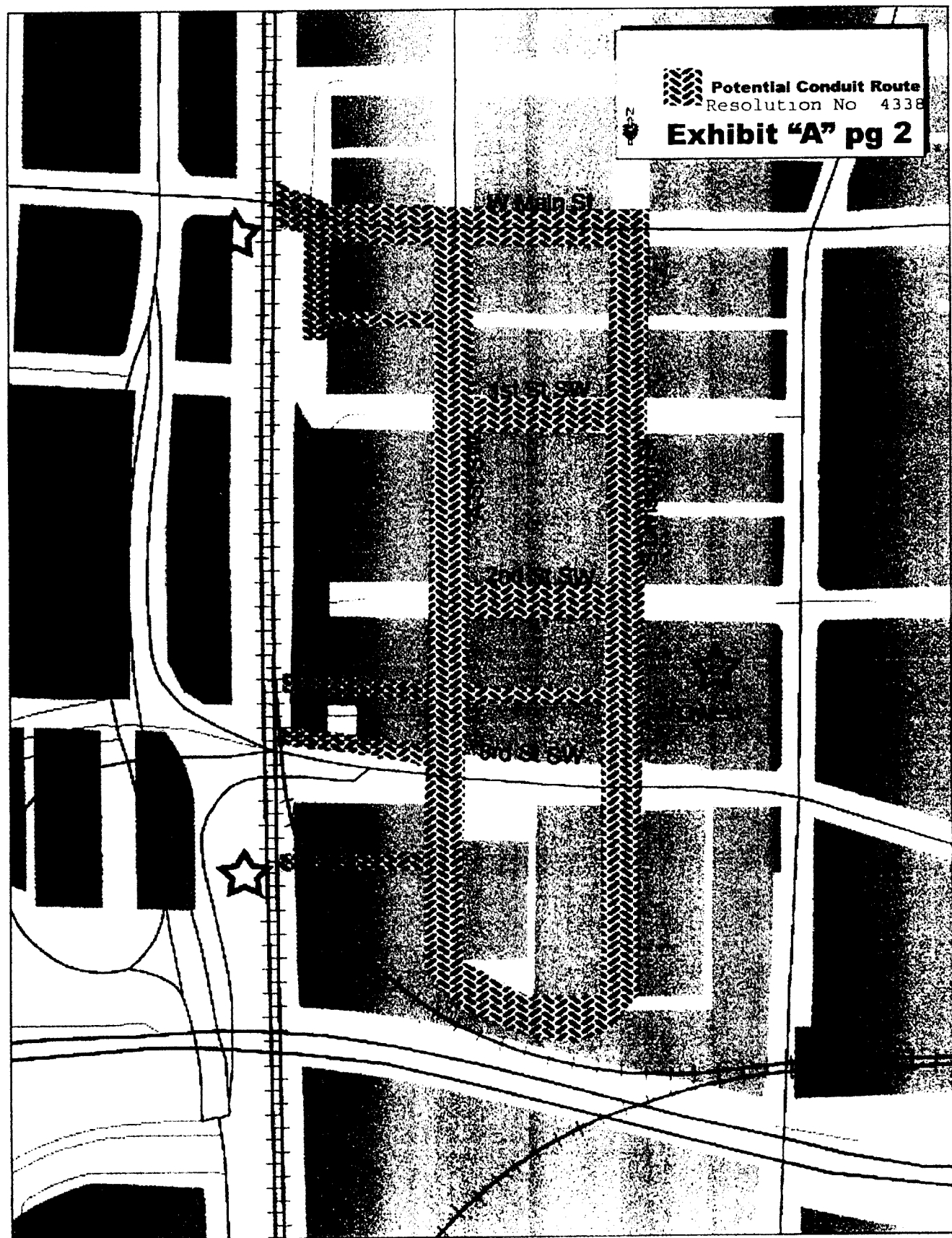


Exhibit "B"
Resolution No. 4338

Grantee Facilities & Services

MCI Communications Services, Inc. ("MCI") is a registered telecommunication company authorized to provide long distance services in the State of Washington by the Washington Utilities and Transportation Committee. The proposed project will expand MCI's telecommunication network from the Burlington Northern and Santa Fe Railroad right-of-way to the existing Qwest Central Office located at 10 Second Street SE. The long distance network will not access any customers in the City of Auburn and will merely replace an existing leased third party network from the existing MCI network on the railroad right-of-way to the Qwest Central Office.

Construction will be managed by the City through the utilization of a construction permit.

EXHIBIT "D"
Resolution No 4338
APPLICANT INFORMATION

Identity of Applicant (including all affiliates)

MCI Communications Services, Inc. (A subsidiary of Verizon)

Primary contact

Name Jeff Markiewicz, Municipal Affairs
Address 2400 N Glenville Drive, Richardson Texas 75082

phone number 972-729 7575
fax number 972-729-6700
email address jeff.markiewicz@verizonbusiness.com

Marketing contact

Name www.verizonbusiness.com
Address 1-877-297 7816

phone number
fax number
email address

Customers using the Applicant's Facility

Facilities do not provide customer network access points

Primary contact

Name
Address

phone number
fax number
email address

Other parties owning lines within the facility

No other parties own lines within the MCI facilities

Primary contact

Name
Address

phone number
fax number
email address

-- -- -- -- --
Version Date 03/19/2008
PUBLIC WAY AGREEMENT
Page 1

EXHIBIT "D" (Continued)

Resolution No 4338

Marketing contact

Name
Address

phone number
fax number
email address

System Information

Location and route of the facility: Various City streets (Exhibit A)

Location of interconnection with other telecommunication providers: Qwest Central Office located at 10 Second Street SE

Location of handholds, manholes, and other potential access points for local customers within 5 miles of city limits: MCI's long distance network does not provide access points directly to local customers within 5 miles of the City limits

Description of the type of line used to provide the service (Fiber, Cable, etc.): 24 fiber optic cable

Description of the facility (conduits, ducts, size, configuration): A single 4-inch HDPE conduit occupied by (3) 1.25-inch subducts, 1 occupied by the cable

Number of lines in the facility: 1 subduct occupied (2 spare)

Capacity of the lines: 24 fibers

Excess capacity - number of unused conduits and unused "dark" fiber: (2) 1.25-inch subducts spare

For existing facilities, excess capacity after installation of applicant's facilities: NA

Information about the Service

Description of the type of telecommunications services that are or will be provided (voice, video, data, etc.): Long distance telecommunications services as authorized by the Washington Utilities and Transportation Utilities Committee

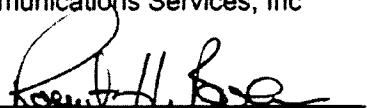
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Version Date 03/19/2008
PUBLIC WAY AGREEMENT
Page 2

EXHIBIT "C"

STATEMENT OF ACCEPTANCE

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

MCI Communications Services, Inc

By: 
Name: Robert H. Bohne
Title: Director

Date 4-25-08

STATE OF TEXAS)
)ss
COUNTY OF DALLAS)

On this 25th day of APRIL, 2008, before me the undersigned, a Notary Public in and for the State of TEXAS, duly commissioned and sworn, personally appeared, ROBERT H. BOHNE of MCI Communications Services, Inc., 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
TEXAS, residing at RICHARDSON, TEXAS
MY COMMISSION EXPIRES APRIL 13, 2012

Performance Bond (Rights-of-Way)

Amount. \$50,000.00

Bond No 6547679

KNOW ALL MEN BY THESE PRESENTS.

That we, MCI Communications Services, Inc., 2400 North Glenville Drive, Richardson, TX 75082 as Principal, and Safeco Insurance Company of America, Safeco Plaza, Seattle, WA 98185, as Surety, are held and firmly bound City of Auburn, Washington, as Obligee, in the sum of (Fifty Thousand) and 00/100 Dollars(\$50,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is required by the City of Auburn, WA code ACC Section 20.10.250, in effect at the effective date of this bond, to post this bond regarding the Public Way Agreement granted to MCI Communications Services, Inc. to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those right(s)-of-way within the (City of Auburn, WA) affected by the installation of fiber optic telecommunications. Facilities shall include, but not be limited to, roadways, curbs, sidewalks, sewer lines, culverts, inlet, drainage facilities, signs, landscaping, and the like, as a condition for granting agreement between (City of Auburn, WA) and (MCI Communications Services, Inc.).

WHEREAS, the Obligee has agreed to accept this bond as security for performance of Principal's obligations under said agreement:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform its obligations under said agreement, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

- 1 In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This bond may be terminated or canceled by surety by giving not less than sixty (60) days written notice to the Obligee, stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond prior to the effective date of such termination.

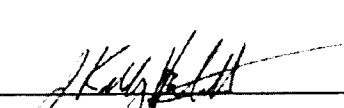
- 3 Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Obligee recoverable under this bond.
- 4 No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee
- 5 The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

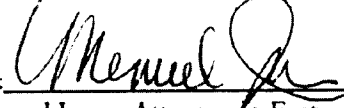
This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

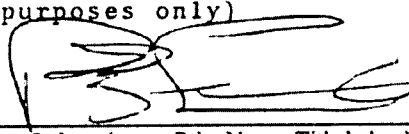
IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this 17th day of March, 2008

MCI Communications Services, Inc.

Safeco Insurance Company of America

By: 
J. Kelly Hartnett
Assistant Treasurer
(for insurance purposes only)

By: 
Manuel Jones, Attorney-in-Fact

Accepted by Obligee: 
(Signature & date above - Print Name, Title below)





POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

KNOW ALL BY THESE PRESENTS:

No. 13030

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****PATRICK BANNON; RACHEL COLE; MENUEL JONES; ERIN M. MARGELIS; MYRNA L. SMITH; BRIAN ST. CLAIR;
Washington, D. C *****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 14th day of September 2007

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking "

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
 - (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
 - (iii) Certifying that said power-of-attorney appointment is in full force and effect,
- the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 17th day of March 2008



STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

S-0974/DS 4/05

WEB PDF

ACORD™ CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 03/11/2008		
PRODUCER Aon Risk Services Northeast Inc fka Aon Risk Services, Inc. of New York 199 Water Street New York NY 10038-3551 USA				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW		
PHONE: (866) 283-7122 FAX: (847) 953-5390				INSURERS AFFORDING COVERAGE		
INSURED MCI Communications Services, Inc 140 West Street New York NY 10007 USA				INSURER A: American Home Assurance Co. NAIC # 19380		
				INSURER B:		
				INSURER C:		
				INSURER D:		
				INSURER E:		
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	1595312 General Liability (Comm	06/30/07	06/30/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMPROP AGG \$2,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS	1606848 Auto Liability Verizon C 1606849 Auto Liability- Verizon CA1606847 Auto Liability- Verizon	06/30/07	06/30/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUS-TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
		OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Re. Right of way use permit The City of Auburn is included as Additional Insured as required by written contract. This coverage is primary and non-contributory as required by written contract						
CERTIFICATE HOLDER			CANCELLATION			
City of Auburn, WA Attn: Amber Mund 25 West Main Street Auburn WA 98001 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES			
			AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>			
ACORD 25 (2001/08)			ACORD CORPORATION 1988			

Holder Identifier:

Certificate No. 570027380347



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply

This insurance does not apply to "bodily injury" or "property damage" occurring after

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

MCI Communications Services, Inc., for itself, its successors and assigns, hereby accepts and agrees to be bound by all terms, conditions and provisions of Amendment No. 2 to PWA 08-03 attached hereto and incorporated herein by this reference.

[Grantee]

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2014, 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: _____

Resolution No. 5018
Public Way Agreement No. 08-03
Amendment No. 2
January 6, 2014
Page 1 of 1



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5021

Date:

December 20, 2013

Department:

Parks/Art and Recreation

Attachments:

[Res 5021](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5021.

Background Summary:

The Auburn Golf Course currently uses 3 companies to assist with various aspects of tee time management, financial management and electronic marketing. It is in the best interest of the Auburn Golf Course to consolidate these management/customer service features to one vendor. Golf Now is the leading National firm in the Golf Course reservation industry as well as in the Golf Marketing industry. The Golf Now "Point of Sale" system meets the desired financial data, demographic and controls as required by the City of Auburn Finance Department. It is recommended that the City enter into an agreement for a minimum of two years with Golf Now to provide these business services. Over 100 Washington golf courses utilize Golf Now as their point of sales marketing provider. These include Capital City, Maplewood (Renton), Meadow Park (Tacoma), Riverbend (Kent), Foster (Tukwila), Druids Glen, Golf Mountain, Willows Run and many more.

Reviewed by Council Committees:

Finance, Municipal Services

Councilmember: Pelosa

Staff: Faber

Meeting Date: January 21, 2014

Item Number: RES.C

RESOLUTION NO. 5 0 2 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND GOLF NOW G1, LLC FOR RESERVATIONS, POINT OF SALE, AND MARKETING SOFTWARE SERVICES RELATED TO THE AUBURN MUNICIPAL GOLF COURSE

WHEREAS, The Auburn Municipal Golf Course currently uses 3 companies to assist with various aspects of tee time management, financial management and electronic marketing; and

WHEREAS, the Parks, Arts, and Recreation Department recommends consolidating all operations under one vendor; and

WHEREAS, GOLF NOW G1, LLC can provide for wider marketing opportunities, a more robust reservation system, and an updated point of sale system;

WHEREAS, it is in the public interest for the parties to enter into an agreement for these services.

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 Agreement between the City and GOLF NOW, LLC, for golf course management software, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

Resolution No. 5021
December 17, 2013
Page 1 of 2

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

Dated and Signed this _____ day of _____, 2014.

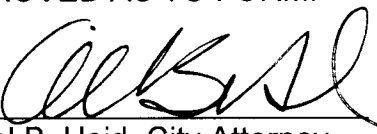
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5021
December 17, 2013
Page 2 of 2



GolfNow Software License/Marketing/Technology Agreement and Order Form

The following Agreement between GolfNow G1, LLC ("GOLFNOW") and _____ ("COURSE") shall be effective as of _____ (the "Effective Date") and shall govern GOLFNOW's provision of software, marketing, and technology services for the following of COURSE's golf courses: _____. This Agreement shall be governed by the Standard Terms and Conditions attached hereto as Appendix A (incorporated herein by this reference). The initial Term of this Agreement shall be for two (2) years and shall be non-cancellable. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in writing at least thirty (30) days prior to any renewal term. COURSE's Total Payment to GOLFNOW shall be in the amount indicated below, in exchange for which GOLFNOW shall provide COURSE with access to the below-referenced services (the "Services") upon COURSE's request, and an annual license to the below-referenced software (the "Software").

FORE Reservations Software Modules: GOLFNOW shall provide COURSE with an annual license to each of the following FORE modules:

- FORE Reservations electronic tee sheet reservation system;
- FORE Sell point of sale software;
- FORE Marketing;
- FORE Cloud Backup.

GolfNow Core Platform:

- Promotion of COURSE and COURSE tee time inventory on Golfnow.com and GolfNow's network of partner websites;
- Marketing of COURSE across GOLFNOW assets (could include TV, web, print, radio, grassroots);
- Demand-based pricing support, Revenue at risk analysis, Tee sheet management services, Dedicated market management team, Real-time reporting; and
- GolfNow Central Technology: Web-based log in access, inclusive of online tools for managing tee time inventory and revenue management and auto adjust technology.

COURSE Booking Engine and Facebook Booking Engine:** GOLFNOW shall develop COURSE's own golf course booking engine (to be hosted on COURSE website) and COURSE Facebook Booking Engine (if applicable). Course shall make Trade Times available for purchase on the Booking Engine(s). Among the features available for COURSE are: Customizable booking engine components, Multiple rate options, Promotional code technology.

GolfNow Mail: GOLFNOW shall develop COURSE Mail Customer Marketing Tool (to be integrated into COURSE GolfNow Central login). Among the features available for COURSE are: Multiple design and template options, Email marketing, customer profiles and segmentation.

Website and Mobile Website Development and Hosting: GOLFNOW shall develop COURSE's own customized and unique desktop website and mobile website (each to be hosted on COURSE-owned domains), utilizing one of several GOLFNOW templates designed to highlight specific COURSE features and programs. GOLFNOW and COURSE shall work cooperatively to identify appropriate COURSE features.

TeeTimes.com: GOLFNOW shall include COURSE on TeeTimes.com website and mobile application.

GolfNow Premium Marketing Program: GOLFNOW shall provide COURSE with premium exposure-based assets intended to increase COURSE awareness through GOLFNOW-affiliated assets. All GOLFNOW exposures will link directly to COURSE's individual COURSE profile page. Exposures could include: WorldGolf/TravelGolf network (featured placements, banner exposure, content integration, etc.. on applicable URLs and pages); database exposures; graphical exposures in relevant local market databases.

Total Payment: 2 Trade Times per day per golf course

COURSE Signature: _____

Printed Name: _____

GOLFNOW Signature: _____

Printed Name: _____

Trade Time: one 18-hole foursome (with cart) made available for sale by GOLFNOW for its own benefit, the tee time of which shall be mutually agreed upon and between 30 minutes after COURSE opening until 4.5 hours prior to dusk. GOLFNOW shall have the ability to sell Trade Times for 1-4 players and the price is at the discretion of GOLFNOW. Trade Times shall be available for purchase on COURSE website, golfnow.com, and GOLFNOW's network of partner websites.

****Split Online Fee:** if COURSE elects to charge an online fee for rounds booked on its website, GOLFNOW shall retain .99¢/round and remit the remainder to COURSE.

Single Course – FORE (PMP)

Appendix A

Standard Terms and Conditions

1. **GOLFNOW Services.** GOLFNOW shall provide GOLFNOW's Tee Time Marketing and Technology Services (the "Services") for the purpose of marketing, promoting and selling COURSE tee times and enhancing COURSE's technology. GOLFNOW shall provide access to COURSE tee times to any of its branded websites, partner or affiliated websites or any other distribution channel. COURSE shall honor all tee times reserved through GOLFNOW's distribution channels and shall treat all golfers originating from GOLFNOW with proper courtesy and respect. COURSE shall make every effort to maintain its inventory in the most up-to-date manner possible, with proper communication to GOLFNOW regarding changes in availability, course conditions, etc... The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.
2. **GOLFNOW Software.** GOLFNOW grants COURSE a limited, non-exclusive, non-transferable license to utilize the FORE Reservations Software (the "Software") as set forth on the included Order Form. COURSE may use the Software for the purpose of managing and marketing COURSE's golf course properties and may not sell, sublicense, lend, or otherwise transfer the Software to others. Neither COURSE, nor any third party working with or on behalf of COURSE, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing of tee times through the Internet or any Internet site, without the express knowledge and written agreement of GOLFNOW. COURSE understands and acknowledges that all third party vendors must have a written agreement with GOLFNOW in order to create any interface with the Software.
3. **Fees and Pricing.** COURSE's only payment to GOLFNOW shall be the "Total Payment" amount set forth on the Order Form attached hereto. COURSE shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GOLFNOW network. GOLFNOW shall receive tee times and rates equal to or better than those offered by COURSE to any third-party distribution service. In the event that COURSE does not comply with the pricing requirements hereunder or otherwise fails to cooperate with the terms of this Agreement resulting in the Agreement being terminated by GOLFNOW, COURSE shall be required to pay GOLFNOW a fee of \$250/month for each month after termination through the end of the current Term.
4. **Term and Termination.** The initial Term of this Agreement shall be for two (2) years and shall be non-cancellable. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in writing at least thirty (30) days prior to any renewal term. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days' written notice. Upon termination of this Agreement, COURSE shall delete and return all Software and all copies and sign a statement certifying same.
5. **Support and Training.** GOLFNOW shall provide COURSE appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to COURSE during normal business hours through GOLFNOW's published phone numbers and email addresses.
6. **Data Security.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The Parties represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GOLFNOW agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COURSE customer data hosted by GOLFNOW is not accessed, redistributed, duplicated, or modified.
7. **Limited Warranties and Remedies.** Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement. GOLFNOW will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLFNOW will use all reasonable means to fix any defect in the Software or Services that may arise. GOLFNOW will provide COURSE with training on how to use the Software and Services and provide support as needed by COURSE. GOLFNOW shall notify COURSE in advance of any Software or Service updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE and its authorized users will use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLFNOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GOLFNOW's entire liability and COURSE's exclusive remedy shall be either repair/replacement of the Software.
8. **Limitation of Liability.** EXCEPT FOR THIRD PARTY LIABILITIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

Single Course – FORE (PMP)

9. Ownership of Property and Data. All personally-identifiable customer information supplied to GOLFNOW by COURSE (e.g. through the GOLFNOW booking engine or through the Software) remains the sole property of COURSE, cannot be copied, sold or reused by GOLFNOW, and will be treated as confidential business information with at least the same degree of care as GOLFNOW's own confidential business information. All non-personally identifiable customer information supplied to GOLFNOW by COURSE (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GOLFNOW (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GOLFNOW's sole property, but may be shared with COURSE should the Parties agree and obtain end-user consent for such an arrangement. The following shall remain the sole and exclusive property of GOLFNOW: (a) the GOLFNOW Software and Services (including any of GOLFNOW's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GOLFNOW under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing. To the extent that GOLFNOW has provided COURSE with any hardware, all such hardware shall remain GOLFNOW's property and shall be returned by COURSE to GOLFNOW upon the earlier of termination of this Agreement due to breach or expiration of the Term.

10. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida metropolitan area. The arbitrator shall have the power to award reasonable attorney's fees and costs to the prevailing party in any arbitration, and either party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable party.

11. Miscellaneous. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto – between COURSE and GOLFNOW or FORE Reservations. Except as otherwise provided herein, GOLFNOW may amend the terms and conditions of this Agreement by giving COURSE at least 60 days prior written notice thereof and giving COURSE the option to terminate this Agreement within 30 days of receipt of such notice. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (pdf) sufficient to bind the Parties. The Agreement shall be binding upon GOLFNOW and COURSE and their respective successors and assigns; provided, however, that COURSE shall not assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of GOLFNOW, which consent shall not be unreasonably withheld, conditioned, or delayed. Any subcontractors retained by GOLFNOW to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GOLFNOW itself was performing such obligations.

Single Course – FORE (PMP)

Traffic Assignment Request for comScore Inc. Reporting

I, _____ (Name), _____ (Title) of _____
_____ certify that _____ (COURSE)

- a) is the majority owner of the URLs listed below
- b) enjoys a legitimate business relationship with Golf Channel justifying the aggregation of this traffic, and
- c) requests assignment of the traffic to these URLs from COURSE to Golf Channel; in the comScore Inc. syndicated audience measurement reports.

In requesting this assignment, I understand that the COURSE will independently contribute traffic associated with the publisher from the assigned URLs in the syndicated audience reports for those entities where Golf Channel elects to include these URLs. This assigned traffic will contribute to Golf Channel's overall traffic, while remaining independently reportable. These URLs may not be assigned to any other company. In the event that comScore Inc. receives multiple requests for assignment of the same URL, comScore Inc. will review and honor the request most recently received.

I understand that this request is subject to review by comScore Inc. to determine that the assignment of traffic is consistent with comScore Inc. reporting rules. comScore Inc. retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with comScore Inc. reporting rules. If necessary, comScore Inc. may require additional documentation to verify ownership of the URLs before granting this request. For example, if COURSE is not the named registrant of the URLs listed below, COURSE must provide documentation demonstrating that the registrant of those URLs is (1) owned or (2) employed by COURSE.

I understand that acceptance of this letter by comScore Inc. imposes no legal liability whatsoever on comScore Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached URLs. I understand that the COURSE is fully responsible for timely notification to comScore Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those URLs.

COURSE shall indemnify and hold harmless comScore Inc. from and against any claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expenses) arising out of any allegation of improper assignment of the URLs pursuant to this letter.

[List of URLs here]

Signature

Name

Title

COURSE

Date





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5027

Date:

January 14, 2014

Department:

Public Works

Attachments:

[Res 5027 and Attachment 1](#)
[2002 King County Franchise Agreement](#)
[\(for reference only\)](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5027.

Background Summary:

Resolution No. 5027 authorizes the Mayor to execute an amendment to the sewer franchise agreement between the City of Auburn and King County to operate, maintain, and construct sewer mains, service lines, and appurtenances in, over, along and under County roads.

Several areas within the City of Auburn's sewer service area lie within unincorporated King County. In order to own and maintain sewer lines in the County roads serving those areas, the City must have a franchise agreement with King County. The existing agreement was signed in 2002, and reflected the then current status of the City's sewer service area and the unincorporated areas contained therein.

As part of the 2009 Comprehensive Sewer Plan, the City of Auburn added an additional area, which lies in unincorporated King County, to its sewer service area. Following the approval of the Comprehensive Sewer Plan, the City sought to amend the existing franchise agreement to include that area. As part of that process, the City also updated the legal description of the remaining unincorporated areas to reflect annexations that had occurred since the previous agreement.

This amendment only updates the boundaries within which the agreement is affected. All the other terms of the agreement remain the same as they were.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Osborne

Staff:

Snyder

Meeting Date: January 21, 2014

Item Number: RES.D

RESOLUTION NO. 5 0 2 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SEWER FRANCHISE AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY TO OPERATE, MAINTAIN AND CONSTRUCT SEWER MAINS, SERVICE LINES AND APPURTENANCES IN, OVER, ALONG, AND UNDER COUNTY ROADS.

WHEREAS, In 2002, King County granted the City of Auburn a twenty-five year franchise (King County Franchise No. 14458) to operate, maintain and construct sewer mains, service lines and appurtenances in, over, along, and under county roads; and

WHEREAS, In September 2010, Auburn submitted a Comprehensive Sewer System Plan update providing for the addition of certain areas to the Auburn service area, and King County Council approved the updated Plan; and

WHEREAS, Auburn applied to the King County Council on January 3, 2011 to amend the legal description of its franchise with the county to replace the described franchise service area to be consistent with the new Plan service area; and

WHEREAS, The King County Council approved the amendment on December 13, 2013; and

WHEREAS, The County's approval is contingent upon Auburn's approval of the amendment within 45 days of the County's execution of the amendment, or by January 27, 2014.

WHEREAS, it is in the public interest for the parties to amend the 2002 sewer franchise agreement.

Resolution No. 5027
January 3, 2014
Page 1 of 2

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 Agreement between the City and King County to amend the 2002 sewer franchise between the parties, which amendment shall be in substantial conformity with the amendment attached hereto as Attachment 1 and incorporated herein by this reference.

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

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

Passed this _____ day of _____, 2014.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5027
January 3, 2014
Page 2 of 2

FRANCHISE AMENDMENT AGREEMENT
FRANCHISE NO. 14458
CITY OF AUBURN

THIS AMENDMENT TO KING COUNTY FRANCHISE NO. 14458 (the "Amendment") is made and entered into effective the ____ day of _____, 20__, by and between KING COUNTY, a political subdivision of the state of Washington ("Grantor"), and CITY OF AUBURN ("Grantee" or "Auburn").

WHEREAS, Grantee, City of Auburn (Auburn) was granted a franchise by ordinance 14458 enacted September 16, 2002, which, after acceptance by Auburn in 2002, became Franchise No. 14458.

WHEREAS, by resolution of September 2010, Auburn approved a Comprehensive Sewer System Plan (2009) update providing for the addition of A, B, C and D to the Auburn service area.

WHEREAS, Auburn then submitted the Auburn 2009 Comprehensive Sewer System Plan to the King County utilities and technical review committee ("UTRC") for review. UTRC approved Comprehensive Sewer System Plan on May 19, 2010.

WHEREAS, the King County Council approved Auburn's updated 2009 Comprehensive Sewer System Plan by Ordinance 16937, enacted on September 28, 2010.

WHEREAS, Auburn applied to the Clerk of the Council on January 3, 2010 to amend the legal description of Franchise 14458 only to replace Sections A, B, C and D to the Auburn service area.

WHEREAS, the executive has recommended approval of the amended franchise.

WHEREAS, King County has authorized the amendment of Franchise No. 14458 contained herein in Ordinance No. 17701.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The legal description, Exhibit "A", of Franchise No. 14458, should be and hereby is replaced to include areas A, B, C and D, as set out in Amended Exhibit "A", Legal Description for Franchise No. 14458, Auburn, which is attached and incorporated by this reference.

“GRANTOR”

KING COUNTY, a political subdivision of the state
of Washington

By Stewart
Its Deputy County Executive

“GRANTEE”

CITY OF AUBURN
By: _____
Its _____


Amended Exhibit "A"
Legal Description for Franchise No. 14458
City of Auburn

Area A

THAT PORTION OF WHITE RIVER VALLEY HOME TRACTS SECOND ADDITION, UNRECORDED, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3823;
THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 3823 TO THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4347;

THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 4347 TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4780 AND AMENDED BY CITY OF AUBURN ORDINANCE NUMBER 4843;

THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4843 TO THE WEST MARGIN OF 85th AVENUE SOUTH AND AN ANGLE POINT IN THE WESTERLY BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 5805;

THENCE EASTERLY AND SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 5805 TO THE NORTHWEST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3621;

THENCE SOUTHERLY, EASTERLY, SOUTHERLY, EASTERLY, SOUTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 3621 TO AN ANGLE POINT IN THE BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2511;

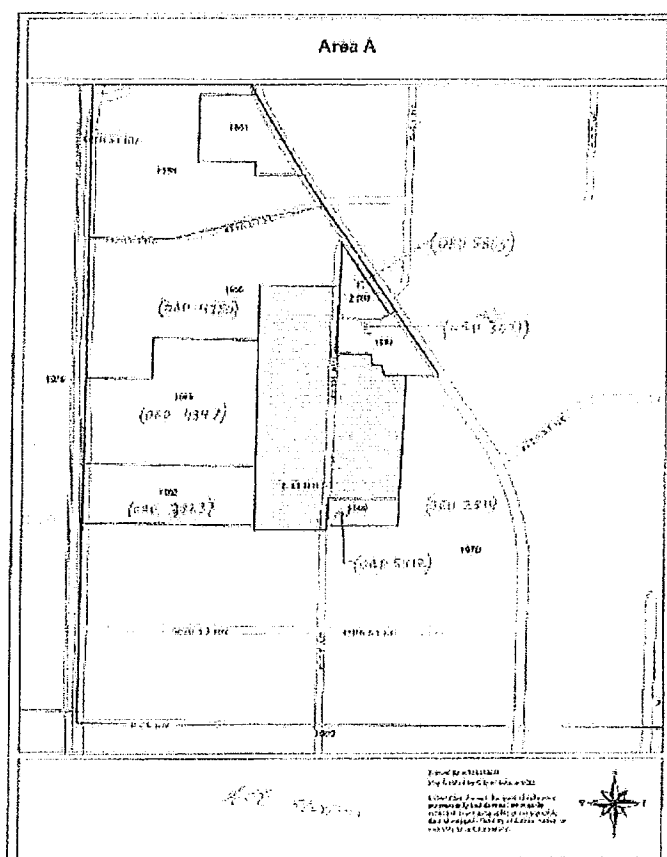
THENCE SOUTHERLY ALONG THE BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 2511 TO THE NORTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUBMER 5412;

THENCE WEST ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 5412 TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 5412 TO THE BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 2511;
THENCE WEST ALONG SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 2511 TO AN ANGLE POINT IN SAID CITY LIMITS;

THENCE NORTH ALONG THE BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 2511 TO THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3823 AND THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON



Area B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND THE SOUTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED BY THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4710;

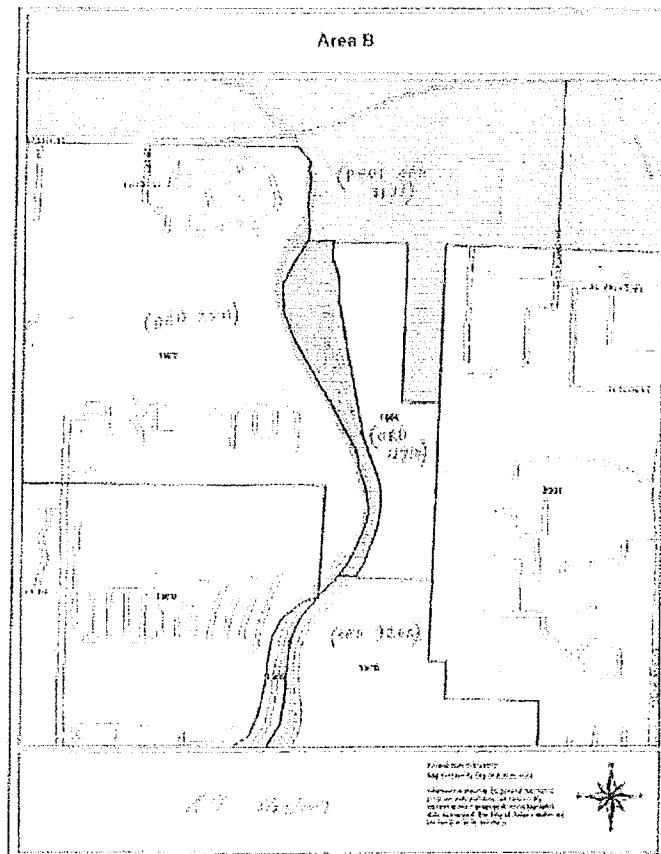
THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID AUBURN CITY LIMITS ESTABLISHED BY CITY OF AUBURN ORDINANCE NUMBER 4710 TO THE SOUTHWEST CORNER THEREOF AND THE NORTH LINE OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY ORDINANCE 3266;

THENCE WEST ALONG SAID NORTH LINE OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY ORDINANCE 3266 TO THE THREAD OF THE GREEN RIVER, ALSO BEING THE EAST LINE OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY ORDINANCE 2511;

THENCE NORTHERLY ALONG SAID THREAD OF THE GREEN RIVER AND THE EAST LINE OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY ORDINANCE 2511 TO THE SOUTHERLY LINE OF THE LANDS ANNEXED TO THE CITY OF KENT BY THE CITY OF KENT ORDINANCE 3171;

THENCE EAST ALONG SAID SOUTHERLY LINE OF THE LANDS ANNEXED TO THE CITY OF KENT BY THE CITY OF KENT ORDINANCE 3171 TO THE NORTHWEST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4710 AND THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON



Area C

A PORTION THE PLAT OF JOVITA HEIGHTS AS RECORDED IN VOLUME 20 OF PLATS AT PAGE 12, RECORDS OF KING COUNTY, WASHINGTON AND LOCATED IN THE WEST HALF OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30, BLOCK 14 OF SAID PLAT OF JOVITA HEIGHTS, SAID BEGINNING BEING ON THE WEST LINE OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY ORDINANCE 2543;

THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 14 AND ALONG THE SOUTH MARGIN OF SOUTH 342ND STREET (23RD ST) TO THE NORTHWEST CORNER OF SAID BLOCK 14;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 14, ALONG THE WEST LINE OF BLOCKS 24 AND 27 OF SAID PLAT, AND ALONG THE EAST MARGIN OF 56TH AVENUE SOUTH (DAKOTA AVE S.) TO THE SOUTHWEST CORNER OF SAID BLOCK 27;

THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 27, AND ALONG THE NORTH MARGIN OF SOUTH 348TH STREET (21ST ST) TO THE SOUTHEAST CORNER OF SAID BLOCK 27;

THENCE SOUTHERLY 60 FEET TO THE NORTHEAST CORNER OF LOT 30, BLOCK 37 OF SAID PLAT OF JOVITA HEIGHTS;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 30 AND 29 OF SAID BLOCK 37, AND ALONG THE WEST LINE OF 56TH AVENUE SOUTH (GRAND VIEW BLVD) TO THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF BLOCK 38 OF SAID PLAT OF JOVITA HEIGHTS;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION OF SAID NORTHEASTERLY LINE OF BLOCK 38, AND ALONG THE SOUTHWESTERLY MARGIN OF SOUTH 348TH PLACE (PENNSYLVANIA AVE) TO THE NORTHEAST CORNER OF SAID BLOCK 38;

THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 38 AND THE WEST MARGIN OF 57TH AVENUE SOUTH (PENNSYLVANIA AVE) TO THE SOUTHEAST CORNER OF SAID BLOCK 38;

THENCE CONTINUING SOUTH ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 38 A DISTANCE OF 60 FEET TO THE NORTH LINE OF BLOCK 40 OF SAID PLAT OF JOVITA HEIGHTS;

THENCE EAST ALONG LAST SAID NORTH LINE, AND ALONG THE SOUTH MARGIN OF SOUTH 350TH STREET (19TH ST) AND ITS EASTERLY EXTENSION TO THE WESTERLY LINE OF BLOCK 39 OF SAID PLAT OF JOVITA HEIGHTS;

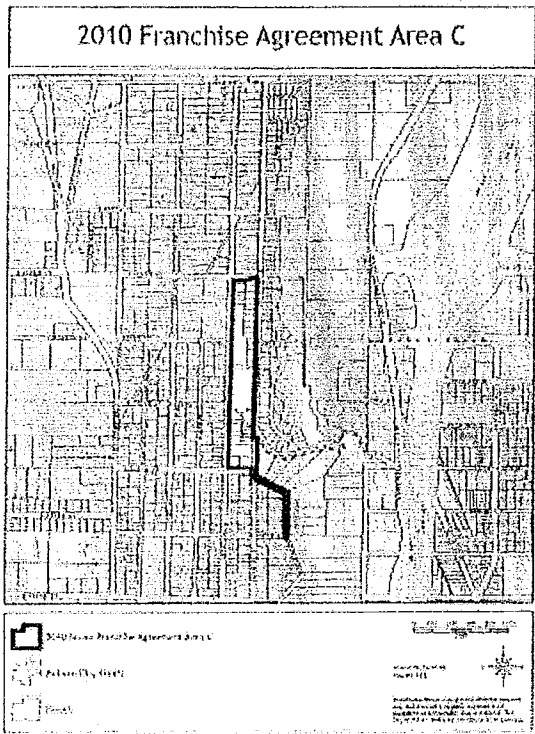
THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID WESTERLY LINE OF LINE OF BLOCK 39, AND ALONG THE EAST MARGIN OF 57TH AVENUE SOUTH (PENNSYLVANIA AVE) TO THE MOST SOUTHERLY CORNER OF LOT 4 OF SAID BLOCK 39;

THENCE CONTINUING NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID BLOCK 39, AND ALONG THE NORTHEASTERLY MARGIN OF SOUTH 348TH PLACE TO THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 39;

THENCE NORTH ALONG THE WESTERLY LINE OF SAID LOT 1, AND ALONG THE EASTERLY MARGIN OF 56TH AVENUE SOUTH TO THE NORTHWEST CORNER OF SAID LOT 1 AND AN ANGLE POINT IN THE SOUTH LINE OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2543;

THENCE WEST 60 FEET ALONG THE SOUTH LINE OF THE AUBURN CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 2543 TO THE SOUTHWEST CORNER OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 2543;

THENCE NORTH ALONG THE WEST LINE OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 2543 TO THE NORTHEAST CORNER OF LOT 30, BLOCK 14 OF SAID PLAT OF JOVITA HEIGHTS AND THE POINT OF BEGINNING.



Area D

THAT PORTION OF SOUTH AUBURN GARDEN TRACTS AS RECORDED IN VOLUME 20 OF PLATS AT PAGE 76, RECORDS OF KING COUNTY, WA, AND LOCATED IN GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3726;

THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 3726 TO THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4138;

THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 4138 TO THE SOUTHEAST CORNER OF

THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4665;

THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 4665 TO THE SOUTHERLY BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 1279;

THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE 1279 TO THE NORTHWEST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3244;
THENCE SOUTH ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY CITY OF AUBURN ORDINANCE 3244 TO THE SOUTHWEST CORNER OF SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3244;

THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 3244 TO THE SOUTHEAST CORNER OF SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3244;

THENCE NORTH ALONG THE EAST BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 3244 TO THE NORTHEAST CORNER OF SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3244 AND THE SOUTHERLY BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 1279;

THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE 1279 TO THE NORTHWEST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY ORDINANCE 1225;

THENCE SOUTH ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 1225 TO THE NORTHERLY BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3839;

THENCE WESTERLY, NORTHERLY AND WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 3839 TO THE SOUTHEAST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 6048;

THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 6048 TO THE NORTHEAST CORNER OF SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 6048;

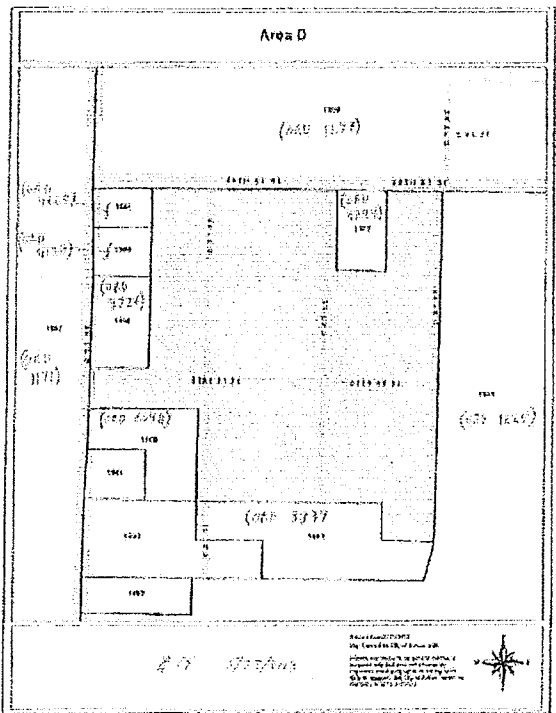
THENCE WEST ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 6048 TO THE EAST MARGIN OF "A'

STREET SOUTHEAST, THE EAST BOUNDARY OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ANNEXATION 1171, AND THE NORTHWEST CORNER OF SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 6048;

THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 1171 TO THE SOUTHWEST CORNER OF THE LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3726;

THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY LIMITS ESTABLISHED BY ORDINANCE NUMBER 3726 TO THE SOUTHEAST CORNER OF SAID LANDS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3726 AND THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON



Return Address:
Auburn City Clerk
City of Auburn
25 West Main St
Auburn, WA 98001



RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein)

1 Franchise Agreement

Reference Number(s) of Documents assigned or released:

☐ Additional reference #'s on page ____ of document

24/42
PMT
W4072-12

Grantor(s) (Last name first, then first name and initials)

1 King County

Grantee: (Last name first)

1 Auburn, City of

This document is being filed for
record by Pacific Northwest Title as
accommodation only. It has not been
examined as to proper execution or
as to its affect upon title.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

See Exhibit A

☒ Additional legal is on page 3 of the document

Assessor's Property Tax Parcel/Account Number:

King County Franchise No 14458

☐ Assessor Tax # not yet assigned

2002 100 1001676

Franchise No. 14458

In the matter of the application for a franchise to operate, maintain, repair, and construct and sewer mains, service lines, and appurtenances in, over, along, and under County roads and rights-of-way in King County, Washington

The application of the City of Auburn for a franchise to operate, maintain, repair and construct sewer mains, service lines, and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this 26th day of August, 2002. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

Legal notice of the franchise application and of the hearing has been given as is required by law.

The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a franchise be granted to the City of Auburn, the Grantee, subject to the conditions set forth in Exhibit "B" attached hereto, this franchise and Ordinance No. 14458. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct mains and service lines and appurtenances as a part of its distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A"

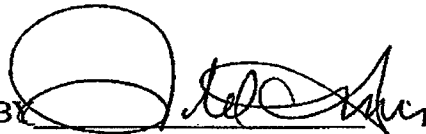
Res 3511

14458

This franchise is granted subject to all of the terms and conditions contained herein, within Ordinance No 14458 and Exhibit "B", and shall expire in twenty-five years on 9/14, 2027.

Dated this 4 day of September, 2002.

KING COUNTY, WASHINGTON

BY 

TITLE King County Executive

2002 The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained herein, within Ordinance 14458 and Exhibit "B"

CITY OF AUBURN
GRANTEE

BY 

TITLE Mayor

Dated this 16th day of September, 2002

EXHIBIT "A"Area A

BEGINNING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M WITH THE SOUTHEASTERLY MARGIN OF THE RIGHT OF WAY FOR PRIMARY STATE HIGHWAY NUMBER 2, AKA STATE HIGHWAY 18,

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY MARGIN OF SAID RIGHT OF WAY FOR STATE HIGHWAY NUMBER 2 TO THE SOUTH LINE OF SECTION 34, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M.,

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 34 AND ALONG THE SOUTHERLY LIMITS OF THE CITY OF KENT TO THE SOUTHWEST CORNER OF SAID SECTION 34,

THENCE CONTINUING NORTHERLY AND WESTERLY ALONG THE WEST LINE OF SAID SECTION 34 AND THE SOUTHERLY LIMITS OF THE CITY OF KENT THROUGH SECTIONS 33 AND 32, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M. TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED BY THE CITY OF KENT BY CITY OF KENT ORDINANCE NUMBER 3171,

THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID KENT CITY LIMITS ESTABLISHED BY CITY OF KENT ORDINANCE NUMBER 3171 TO THE SOUTHEAST CORNER THEREOF, AND AN ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF AUBURN CITY LIMITS AS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 4710,

THENCE SOUTHERLY ALONG THE EASTERLY CITY LIMITS OF THE CITY OF AUBURN ANNEXED TO THE CITY OF AUBURN BY ORDINANCES 4710, 3266, AND 5370 TO THE EASTERLY EDGE OF THE GREEN RIVER,

THENCE SOUTHERLY ALONG THE EASTERLY EDGE OF THE GREEN RIVER TO THE NORTHERLY LINE OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 5346,

THENCE NORTHEASTERLY, EASTERLY AND SOUTHERLY ALONG THE EASTERLY CITY LIMITS OF THE CITY OF AUBURN ANNEXED TO THE CITY OF AUBURN BY ORDINANCES 5346, 5088, AND 5346 TO THE EAST-WEST CENTERLINE OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.;

THENCE EASTERLY ALONG SAID EAST-WEST CENTERLINE OF SAID SECTION 17 AND ALONG THE EAST-WEST CENTERLINE OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M. TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

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Area B

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BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 22, RANGE 4, SOUTH ALONG THE WEST LINE OF SAID SECTION TO A POINT WHERE IT INTERSECTS WITH NORTH LINE OF SECTION 2, TOWNSHIP 21, RANGE 4 EAST, THENCE SOUTH ALONG SAID LINE TO ITS INTERSECTION WITH NORTHWEST CORNER OF SECTION 11, TOWNSHIP 21, RANGE 4, THENCE SOUTH ALONG SAID LINE TO ITS INTERSECTION WITH THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 21, RANGE 4 EAST, THENCE WEST ALONG THE NORTH LINE OF SECTION 15, TOWNSHIP 21, RANGE 4, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 15, TO SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 15 TO ITS INTERSECTION WITH THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 21, RANGE 4, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 23, TO SOUTHWEST CORNER OF NORTHWEST QUARTER OF SAID SECTION 23, THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF ITS INTERSECTION WITH THE WEST LINE OF THE CORPORATE BOUNDARY OF THE CITY OF AUBURN LOCATED IN SAID SECTION 23, THENCE CONTINUING ALONG SAID CORPORATE BOUNDARY LOCATED IN SECTION 14, 11, 2 , 35, 22, 5, TO ITS NORTH LINE OF THE SOUTH HALF

OF SECTION 36, TOWNSHIP 22, RANGE 5 EAST, THENCE WEST ALONG SAID NORTH LINE TO ITS INTERSECTION WITH THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 22, RANGE 4 EAST, ALSO KNOWN AS THE TRUE POINT OF BEGINNING.

Area C

THAT PORTION OF WHITE RIVER VALLEY HOME TRACTS SECOND ADDITION LOCATED IN THE WEST HALF OF SOUTHWEST QUARTER OF SECTION 31 TOWNSHIP 22 NORTH, RANGE 5 EAST, W M , DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3823, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3823 TO THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4347, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4347 TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4780 AND AMENDED BY CITY OF AUBURN ORDINANCE NUMBER 4843, THENCE NORTHERLY, EASTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4843 TO THE SOUTHWESTERLY MARGIN OF

AUBURN WAY NORTH AND THE WESTERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2511, THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 2511 TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3621, THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3621 TO THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3621, THENCE SOUTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3621 TO THE WESTERLY LINE OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2511; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 2511 TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 5412, THENCE WEST ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 5412 TO THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 5412; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 5412 TO THE BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 2511; THENCE WEST ALONG SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 2511 TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

Area D

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND THE SOUTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 22 NORTH, RANGE 5 EAST, W M , DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED BY THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4710, THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID AUBURN CITY LIMITS ESTABLISHED BY CITY OF AUBURN ORDINANCE NUMBER 4710 TO THE EASTERLY EDGE OF THE GREEN RIVER, THENCE NORTHERLY ALONG SAID EASTERLY EDGE OF THE GREEN RIVER TO THE SOUTHERLY LINE OF THE CITY OF KENT CITY LIMITS, THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE CITY OF KENT CITY LIMITS TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

Area E

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 5 EAST, W M DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON WESTERLY MARGIN OF THE GREEN RIVER AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 1543, THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY BOUNDARY THEREOF, TO A POINT ON THE WEST BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTHERLY ALONG SAID WEST BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, A DISTANCE OF 320 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 4317, THENCE EASTERLY AND NORTHERLY ALONG THE EASTERLY BOUNDARY THEREOF TO THE WESTERLY MARGIN OF SAID GREEN RIVER, THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF THE GREEN RIVER TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

Area F

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 5 EAST, W M, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 17, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF SECTION 17 A DISTANCE OF 33.01 FEET TO THE SOUTH MARGIN OF EAST MAIN STREET (SE 328TH ST) EXTENDED TO THE WEST AND THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY ALONG SAID WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 17 TO THE NORTHWEST CORNER OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 1991, THENCE EASTERLY TO THE NORTHEAST CORNER OF SAID AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 1991, THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 1991 TO THE NORTHERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 2085, THENCE EASTERLY ALONG SAID NORTHERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 2085 AND CONTINUING EASTERLY ALONG THE NORTHERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 2229 TO THE WESTERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525, THENCE NORTHERLY ALONG SAID WESTERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525 TO THE NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525, THENCE EASTERLY ALONG SAID NORTH BOUNDARY OF

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AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525 TO THE EAST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525, THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525 TO THE NORTH MARGIN OF SECOND STREET SE (SE 330TH ST) AND THE NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5350, THENCE EASTERLY ALONG SAID NORTH MARGIN OF SECOND STREET SE AND SAID NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5350 TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 2 OF THE PLAT OF EAST AUBURN GARDEN TRACTS AS RECORDED IN VOLUME 18 OF PLATS, PAGE 98, RECORDS OF KING COUNTY, WASHINGTON, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5350 TO THE NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 4605, THENCE EASTERLY ALONG THE NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 4605 TO THE WEST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5505, THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5505 TO THE WEST MARGIN OF THE GREEN RIVER, THENCE NORTHWESTERLY ALONG SAID WEST MARGIN OF THE GREEN RIVER TO THE SOUTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5084, THENCE WESTERLY ALONG SAID SOUTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5084 TO THE SOUTHWEST CORNER THEREOF, THENCE NORTHERLY ALONG THE WEST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5084, TO THE SOUTH MARGIN OF EAST MAIN STREET (SE 328TH ST), THENCE WESTERLY ALONG SAID SOUTH MARGIN OF EAST MAIN STREET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON

Area G

THAT PORTION SOUTH AUBURN GARDEN TRACTS LOCATED IN GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 30 TOWNSHIP 21 NORTH, RANGE 5 EAST, W M., DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3726; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3726 TO THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 4138, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4138 TO THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4665; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4665 TO THE SOUTHERLY BOUNDARY THAT PORTION OF LAND ANNEXED TO THE CITY OF

AUBURN BY CITY OF AUBURN ORDINANCE 1279, THENCE EAST ALONG THE SOUTHERLY
 BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE 1279 TO THE
 NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY
 CITY OF AUBURN ORDINANCE 3244, THENCE SOUTH ALONG THE WESTERLY BOUNDARY
 OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE 3244 TO THE SOUTHWEST CORNER
 OF SAID PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN
 ORDINANCE 3244, THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY
 LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3244 TO THE SOUTHEAST CORNER OF
 SAID PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN
 ORDINANCE 3244; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID CITY
 LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3244 TO THE SOUTHERLY BOUNDARY
 OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN
 ORDINANCE 1279; THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY
 LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 1279 TO THE NORTHWEST CORNER OF
 THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN
 ORDINANCE NUMBER 1225, THENCE SOUTH ALONG THE WESTERLY BOUNDARY OF SAID
 CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 1225 TO THE NORTHERLY
 BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF
 AUBURN ORDINANCE 3839, THENCE WESTERLY, NORTHERLY AND WESTERLY ALONG
 THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE
 NUMBER 3839 TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE
 CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4449, THENCE WEST ALONG
 THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE
 NUMBER 4449 TO THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE
 CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4518, THENCE NORTH
 ALONG THE EASTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY
 ORDINANCE NUMBER 4518 TO THE NORTHEAST CORNER OF THAT PORTION OF LAND
 ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 4518, THENCE
 WEST ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY
 ORDINANCE NUMBER 4518 TO THE EAST MARGIN OF "A" STREET SE AND THE EAST
 BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF
 AUBURN ANNEXATION 1171, THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID
 CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 1171 TO THE SOUTHWEST CORNER
 OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN
 ORDINANCE NUMBER 3726; THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID
 CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3726 TO THE POINT OF
 BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

EXHIBIT "B"

TERMS AND CONDITIONS APPLICABLE TO UTILITIES FRANCHISES GRANTED BY
KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1 DEFINITIONS

References to any County official or office also refers to any office that succeeds to any or all of the responsibilities of the named office or official. References to laws or "applicable laws" include federal, state, and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time during the operation of this franchise. In addition, the following definitions shall apply.

Cable Services The term "Cable Services" is used as defined in 47 United States Code 522 (5), as amended

Cable System The term "Cable System" is used as defined in 47 United States Code 522 (6), and King County Code 6.a 010 (J) as amended

County Road Rights-of-Way The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A", it does not include recreational or nature trails except where the trails intersect or are within roads, streets, avenues or alleys

Director The term "Director" refers to the chief executive of the King County Department of Transportation.

Grantee The term "Grantee" refers to the City of Auburn, its successors and those assignees approved pursuant to paragraph 16 herein

Utility The term "utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A"

Council The term "Council" refers to the King County Council, acting in its official capacity.

Other Governing Body The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the county property described in Exhibit "A"

2 ACCEPTANCE BY GRANTEEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk of the Council within thirty (30) days from _____, 20____, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

3 NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County road rights-of-way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County road rights-of-way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc as it may deem fit.

4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County road rights-of-way as designated in this franchise, by reason of the subsequent incorporation of any Town or City or extension of the limits of any Town or City, shall later fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating

All of the rights herein granted shall be subject to and governed by this franchise; provided, however, that nothing in this franchise may be construed in any way as limiting King County's rights to adopt ordinances which are necessary to protect the health, safety and welfare of the general public

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5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County road rights-of-way covered by this franchise

This franchise authorizes the use of County rights-of-way solely for the delivery by the Grantee of sewer service to its customers. Additional uses of County rights-of-way by the Grantee, including for cable communication services, shall first require a separate franchise from King County, which conforms to the requirements of K.C.C. 6.27 as amended, or K.C.C. 6.27A as amended, and other applicable law.

Any use of the Grantee's equipment or facilities in County rights-of-way by others, including for telecommunication or cable communication services, is prohibited unless separately authorized and approved in writing by King County. The Grantee agrees that prior to authorizing any person to use the Grantee's equipment or facilities located in County rights-of-way, the Grantee will require the user to provide the Grantee with an affidavit that it has obtained the necessary franchise or other approval from the County to operate and provide the proposed service in County rights-of-way. At least thirty (30) days prior to executing any agreement with a potential user for the use of the Grantee's equipment or facilities, the Grantee shall fax the affidavit to the King County Office of Cable Communication at 206-296-0842.

6. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

7. ENFORCEMENT

Failure of King County, on one or more occasions to exercise a right or to require compliance or performance under this franchise or any applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Failure of King County to enforce or exercise its rights under any provision of this franchise or applicable law does not constitute a waiver of its rights to enforce or exercise a right in any other provision of this franchise or applicable law.

8. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns to defend, indemnify and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including

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costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this franchise. The Grantee's obligations under this section shall include:

- (a) Indemnification for such claims whether or not they arise from the sole negligence of the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.
- (b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense
- (c) Indemnification of claims made by the Grantee's own employees or agents.
- (d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4 24.115 applies to this franchise agreement, the Grantee agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

King County shall give the Grantee timely written notice of the making of any claim or of the commencement of any such action, suit, or other proceeding covered by the indemnity in this section. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the duty to defend, settle, or compromise any claims arising hereunder and the County shall cooperate fully therein.

Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Grantee and King County.

9 VACATION

If at any time King County vacates any County road rights-of-way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving thirty (30) days written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

10. REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to repair, remove, or relocate existing facilities including all appurtenant facilities and service lines connecting its system to users, within King County road rights-of-way if such repair, removal, or relocation is required by King County for any County road purpose. Such repair, removal, or relocation shall not be unreasonably required.

The grantee shall, at no expense to the County, adjust, remove or relocate existing facilities within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the County determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the County in such road right-of-way. The County shall give the Grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the County's capital improvement program, including such available information as is reasonably necessary for the Grantee to plan for such adjustment, removal or relocation.

For projects that are a part of the County's capital improvement program, in addition to any other notice given to the Grantee, the County shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as proposed by the County, and the proposed construction schedule; notwithstanding any permit conditions that may later be applied to the County project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than thirty (30) days by providing to the County the best available information as to the location of all of the Grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project.

The County shall offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The County shall have sole authority to choose the contractor to perform such work. The Grantee and the County may negotiate an agreement for the Grantee to pay the County for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor costs, the Grantee shall reimburse the County for cost, such as for inspections or soils testing, related to the Grantee's work and reasonably incurred by the County in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of County professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the County on other similar projects, including joint projects with other County agencies.

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, has the right, privilege, and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or construction its transmission and service lines and appurtenances on the condition that it obtains permits approved by the Director and Property Services Division and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the Property Services Division, which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. In the event of an emergency, the Grantee may immediately commence the necessary work and shall apply the next business day for the work permit. Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the County road rights-of-way. All work shall be done to the satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County road rights-of-way shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall post a bond to King County in the amount necessary for road restoration. The amount of the bond shall be set by the Department of Transportation, Roads Services Division and shall be filed with the Property Services Division before the issuance of any permit.

The Grantee shall, at no expense to the County, assume the following obligations with respect to the facilities connected to its system that are within County road rights-of-way and which it does not own, including appurtenant facilities and service lines connecting its system to users:

- (a) The Grantee shall apply for, upon request and on behalf of the owner of the facilities, a County right-of-way construction permit for any repairs required for such facilities; provided such owner agrees to reimburse the Grantee for all costs incurred by the Grantee and any other reasonable conditions the Grantee requires as a precondition to applying for the permit. All work to be performed in the County right-of-way shall comply with all conditions of the County permit and all applicable County requirements. The Grantee may at its option perform any part of the repair with its own forces or require the owner to employ a contractor for that purpose, provided such contractor is approved by the County;
- (b) In the event that the County determines emergency repair of such facilities is necessary to halt or prevent significant damage to County road rights-of-way or significant threats to the health, safety and welfare of parties other than the owner or the occupants of the building served by such facilities, the Grantee shall take prompt

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remedial action to correct the emergency to the County's approval, which the County shall not unreasonably withhold,

- (c) When the County or its contractor provides notice to the Grantee, pursuant to RCW 19.122, of its intent to excavate within County road rights-of-way, the Grantee shall provide to the County or its contractor the best information available from the Grantee's records or, where reasonable, from the use of locating equipment as to the location of such facilities, including surface markings where these would reasonably be of use in the excavation. If the Grantee fails to make good faith efforts to provide the above information within the deadlines provided by RCW 19.122, the Grantee shall hold the County harmless for all reasonable costs that result from damage to such facilities if such damage occurs as a result of the failure to provide such information. Nothing in this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or the Grantee toward any third party, nor is anything in this subsection intended to be construed to alter the rights and responsibilities of the parties under RCW 19.122, as amended

12. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and will leave all County road rights-of-way in as good a condition as they were in before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County road rights-of-way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the Manual of Uniform Traffic Control Devices in force when the work is performed.

14. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's distribution and service lines and appurtenances granted by this franchise does not preclude King County, its agents or contractors

from blasting, grading, or doing other road work to the Grantee's lines and appurtenances. Except in the case of an emergency, the Grantee will be given ten (10) business days written notice of any blasting so that the Grantee may protect its lines and appurtenances. If the Grantee notifies the County within ten (10) business days that the facilities will have to be relocated to protect them from blasting, the County will defer the blasting for up to ninety (90) days from the date of the original notice. In no event will the Grantee be given less than two (2) business days written notice of any blasting. Notification of any excavation shall be provided through the One-Call System as provided by RCW 19.122, as hereinafter amended.

15. SURVEY MARKERS AND MONUMENTS

It shall be the responsibility of the Grantee performing any construction work in the County road rights-of-way to restore any survey markers or monuments disturbed by such construction in accordance with RCW 58.09.130, and as hereinafter amended

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Ordinance. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds, which the Council deems necessary to be posted, are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

17. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A", all rights granted by this franchise to County road rights-of-way outside incorporated Towns and Cities apply to all existing County road rights-of-way improved and unimproved and to all County road rights-of-way acquired by King County during the term of this franchise.

If the Grantee has initiated a renewal of this franchise before it expires, the County may, at its sole discretion, extend the term of the franchise on a month to month basis for up to one year. Should the County elect to extend the franchise, written notice shall be provided to the Grantee before the franchise expiration date.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County road right-of-way, or for the installation of lines and/or facilities of other franchise holders. Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment.

Upon expiration of this franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County road rights-of-way until removed, assigned to another franchised utility or abandoned; however, the Grantee shall not have the right to provide additional services or construct new facilities. King County will issue permits required for the repair and maintenance of the existing facilities in accordance with K.C.C. 14.44 055 as amended and Section 11 of this franchise. This section and sections 8, 10-13 and 15 of this franchise shall continue in force until such time as the lines are removed from County road rights-of-way, assigned to another franchised utility, or abandoned in place with the approval of the Manager of the Department of Transportation, Road Services Division.

18. RESERVATION OF RIGHTS

King County specifically reserves for itself the right to impose a utility tax on the Grantee if State of Washington grants such taxing authority and the local option is exercised by the King County Council

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property, pursuant to an ordinance. If King County elects to exercise such authority, the fair market compensation requirement for Grantee shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation. Acceptance of King County's definition terms and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within thirty (30) days of receipt of the Compensation Notice, or, if Grantee takes no action in writing within thirty (30) days of receipt of the Compensation Notice, in which case the applicable ordinance that the King County Council passes will be determinative

Nothing in this section shall be construed as an agreement by the Grantee of King County's right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of property. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the legality of such right

Grantee's rejection of the definition, terms, and/or formula identified in the Compensation Notice will only occur if such rejection is in written form, identifying with specificity the grounds for such rejection, and delivered to King County within thirty (30) days after receipt of the Compensation Notice, in which case the below identified arbitration terms will apply.

- (a) The Grantee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either the Grantee or King County may apply to the presiding judge of the King County Superior Court for the appointment of a third arbitrator. The three

arbitrators will determine the method for determining the fair market compensation for the County property used by the Grantee. The arbitration procedure employed shall be consistent with the rules and procedures of the American Arbitration Association. The decision of a majority of the arbitrators will bind both the Grantee and King County. At the conclusion of the arbitration, the arbitrators will submit written reports to the Grantee and King County, which shall contain all pertinent evidence that, led to their conclusion together with an explanation of their reasoning for such conclusion.

- (b) The fees of the arbitrators selected by each party shall be paid by that party and the fees of the third arbitrator shall be paid one-half by the County and the Grantee. The County and the Grantee shall share the other costs of the proceeding equally.
- (c) In event that the question of fair market compensation is not resolved prior to the effective date specified by the ordinance authorizing said compensation, the arbitration decision will be applied retroactively to the effective date in the ordinance. The Grantee will pay the retroactive sum plus interest in the amount of twelve percent (12%) per annum.

Nothing in this franchise may be construed to limit the exercise of authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable and compensatory rates or other requirements for services under this franchise. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the authority of the County or any other governing body to fix rates or other requirements for services.

19. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County environmental standards and ordinances.

20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual

orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

2002 100 1001676 21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the material terms, conditions, or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise or if the Grantee abandons its franchise, the Council may revoke this franchise. King County shall give written notice of its intent to revoke this franchise. A public hearing shall be scheduled within forty-five (45) days following the notification. The decision to revoke this franchise will become effective ninety (90) days following the public hearing if the County, by ordinance, finds:

- A. That the Grantee has not substantially cured the violation or failure to comply which was the basis of the notice; or
- B. that the violation or failure to comply which was the basis of the notice is incapable of cure, or
- C. that the Grantee has repeatedly violated or failed to comply with any of the material terms, conditions, or responsibilities of the franchise, even though the individual violations have been cured, and
- D. that the revocation of the franchise is in the public interest.

During the forty-five (45) days following the notification, the Grantee shall have the opportunity to remedy the failure to comply

22 RIGHT OF APPEAL

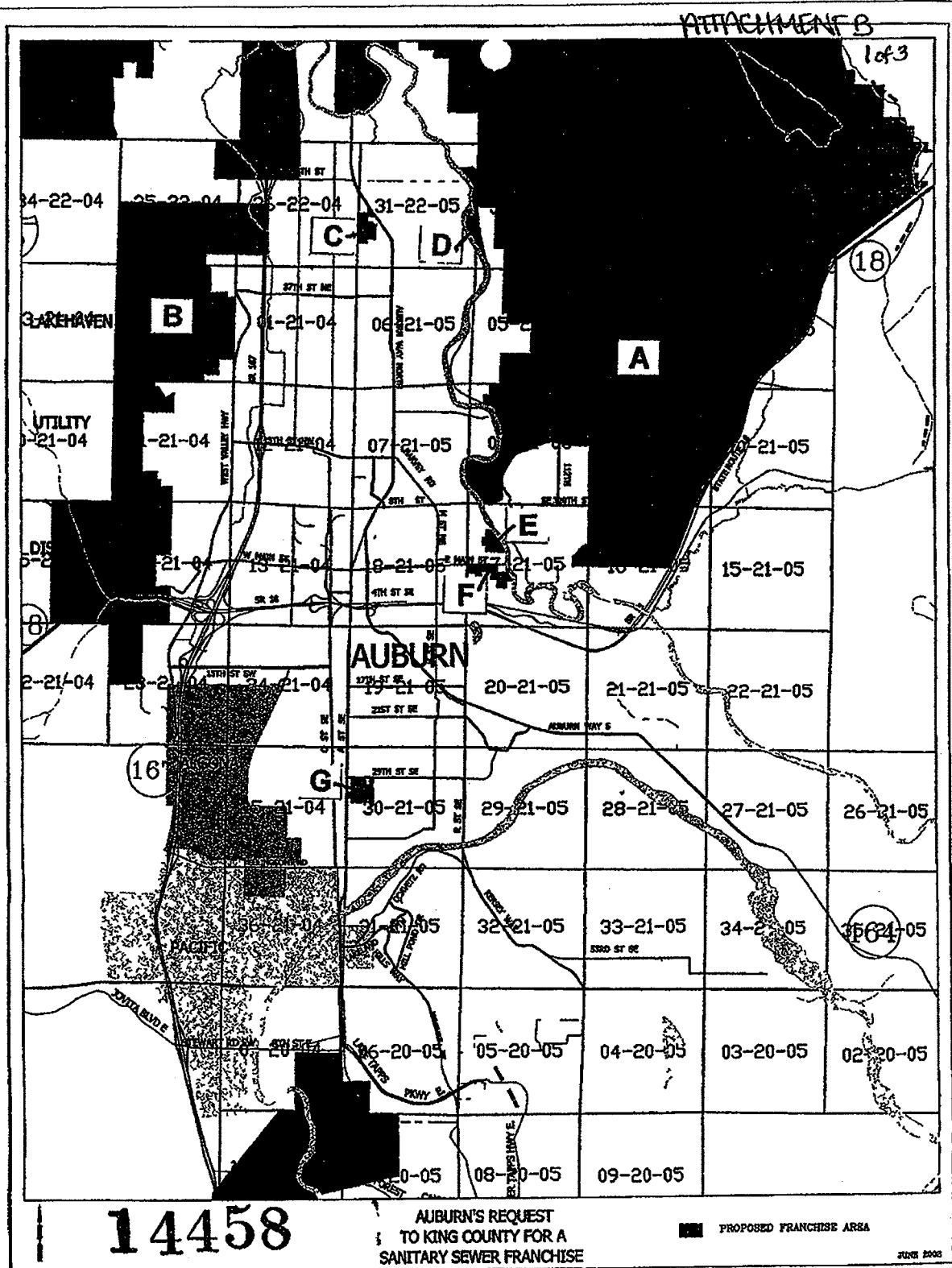
Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court

23 SEVERANCE

This franchise gives effect to purposes and uses, which are consistent with economical and efficient services rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served

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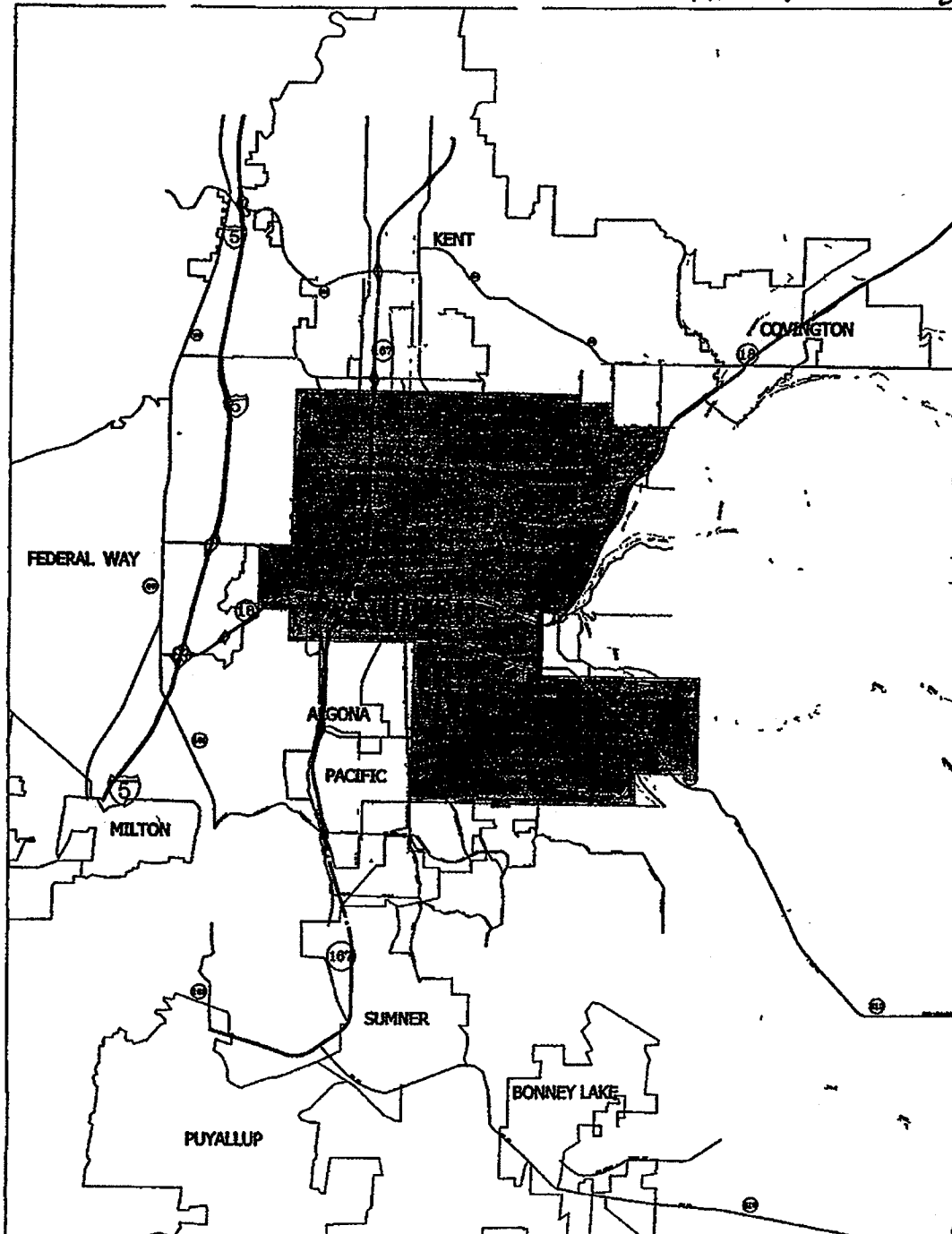
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ATTACHMENT B 2 of 3

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VICINITY MAP

SCALE 1" = 2 MILES

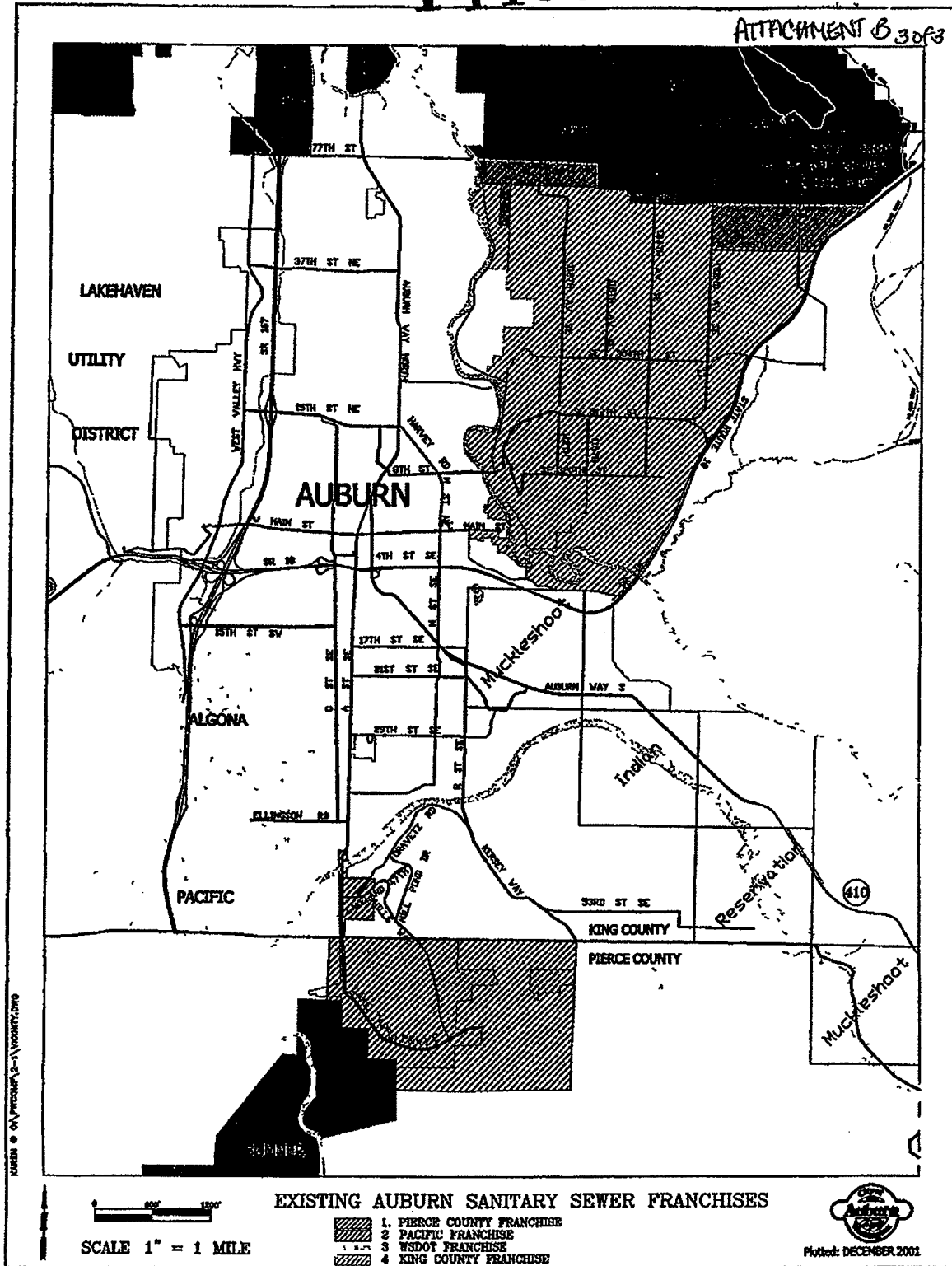


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ATTACHMENT 6 3 of 3

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5029

Date:

January 14, 2014

Department:

Planning and Development

Attachments:

[Res 5029](#)

[Map of Subject Property](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Resolution No. 5029.

Background Summary:

The City is interested in acquiring certain vacant property for the Fenster Levy Setback project known as the Rice Property. Staff has met with the sellers to review the appraisals, one conducted by the City and one conducted by the sellers and discuss purchase price. The City's appraisal appraised the property at \$39,000.00 and the sellers appraisal at \$45,000.00. The City offered \$45,000.00 and the seller accepted that purchase price. Budget for this acquisition was included in Budget Amendment #6. Half, or \$22,500.00 is being paid from Parks Conservation Futures' funds and the balance from Planning and Development Department budget. Budget Amendment #6 allocated the funds into Fund 321, Municipal Parks Construction Fund.

The subject property is a vacant property adjacent to the Fenster Nature Park project located on 2nd Street SE east of V Street SE, and upon City acquisition the property will become part of the Nature Park. Initially, the property will be used as a material staging and fill stockpiling area for construction of the Fenster Levy Setback project. Long-term, the City plans to utilize the property for vehicular and pedestrian access to the park, and to access the new revetment maintenance road that will constructed as part of the levy setback project.

Summary of the Purchase and Sale Agreement (PSA):

*Purchase Price - \$45,000.00

*Closing no later than February 28, 2014; the seller is interested in moving quickly and is the City.

Planning and Community Development Committee reviewed Resolution No. 5029 at their January 13, 2014 meeting. The Committee decided to move the item to action and recommended approval of Resolution No. 5029 to the full City Council. Resolution No. 5029 was also reviewed by the Public Works Committee at their January 21, 2014 meeting.

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Planning, Legal

Councilmember: Holman

Staff: Tate

Meeting Date: January 21, 2014

Item Number: RES.E

RESOLUTION NO. 5 0 2 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR
AND CITY CLERK TO EXECUTE A PURCHASE AND SALE
AGREEMENT BETWEEN THE CITY OF AUBURN AND
JOHN RICE

WHEREAS, the John Rice owns real property located in the City of
Auburn, Washington; and

WHEREAS, the City desires to purchase the property and John Rice
desires to sell this property at price that is acceptable to the City; and

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 and the Auburn City Clerk
are hereby authorized to execute a Purchase and Sale Agreement between the
City of Auburn and John Rice for real property, which agreement shall be 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 take such administrative
and/or procedural action as may be necessary and/or appropriate to carry out
the directives of this legislation and to accommodate the decision to purchase
the John Rice property.

Resolution No. 5029
May 10, 2013
Page 1 of 2

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

Dated and Signed this _____ day of _____, 2014.

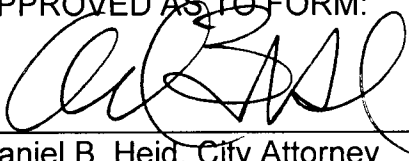
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5029
May 10, 2013
Page 2 of 2

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of the ____ day of _____, 2014, by and between the CITY OF AUBURN, a Washington municipal corporation, as Seller (hereinafter the “City” or “Buyer”), and JOHN RICE (hereinafter the “Seller”).

RECITALS

A. The Bueyr is the owner of certain real property and all improvements thereon (“Property”) located in the City of Auburn, County of King, Washington, commonly known as the Rice property, which is legally described as follows:

THE NORTH 140 FEET LESS THE WEST 126 FEET OF LOT 4 IN BLOCK 4 OF EAST AUBURN GARDEN TRACTS, AS PER PLAT RECORDED IN VOLUME 18 OF PLATS, PAGE 98, RECORDS OF KING COUNTY AUDITOR; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

B. Seller desires to sell the Property to City, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller hereby agree as follows:

1. Certain Defined Terms. For purposes of this Agreement, the terms set forth below shall have the meaning assigned to them:

1.1 “Closing” or “Close of Escrow” means the recordation of the Deed in the Official Records and Seller’s receipt of the Purchase Price.

1.2 “Closing Date” means any mutually agreeable date on or before February 28, 2014.

1.3 “Escrow” means the escrow opened with Escrow Agent for the consummation of the transaction described in this Agreement.

1.4 “Escrow Agent” means Natalie Evans of Stewart Title Company (206.770.8821) whose address is 1420 5th Avenue, Suite 500, Seattle, WA 98101.

1.5 “Official Records” means the official real property records of King County, Washington.

Rice Property Acquisition

12.5.13

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1.6 “Opening of Escrow” means the date a fully executed copy of this Agreement is deposited with Escrow Agent.

1.7 “Permitted Exceptions” has the meaning as set forth in Section 6.3 below.

1.8 “Purchase Price” has the meaning as set forth in Section 3.

1.9 “Title Company” means Stewart Title Company.

1.10 “Title Policy” means an ALTA (1970 Form B) extended coverage owner’s policy of title insurance issued by the Title Company to Buyer with coverage in the amount of purchase price, showing title to the Property vested in Buyer subject only to the Permitted Exceptions.

2. Purchase and Sale. The Seller agrees to sell to City, and City agrees to purchase from Seller, the Property upon the terms and conditions set forth in this Agreement.

3. Purchase Price; Cash Payment. The total cash purchase price for the Property (the “Purchase Price”) shall be Forty-five Thousand Dollars and no cents (\$45,000.00). The Purchase Price shall be paid to Seller via a wire transfer or check at Closing.

4. Earnest Money Deposit. On execution of this Agreement, Buyer shall deposit with Escrow Agent One Thousand Dollars and no cents (\$1,000.00) in cash (the “Deposit”), which shall be held by Escrow Agent as an earnest money deposit hereunder. The Deposit shall be held in Escrow and applied or disposed of by Escrow Agent as provided herein. Escrow Agent shall place the Deposit in an interest-bearing account approved by City and Buyer and all interest earned thereon shall be added to and become a part of the Deposit.

5. Due Diligence.

5.1 Due Diligence Period. Buyer shall have the right for a period of thirty (30) days from the date of this Agreement (the “Due Diligence Period”) to conduct Buyer’s due diligence review, examination and inspection of all matters pertaining to its acquisition of the Property, including such inspections, tests, and surveys as Buyer deems appropriate to determine the suitability of the Property for Buyer’s intended use. Seller shall provide the City and City’s agents and consultants with reasonable access to the Property and, to the extent such information is in the possession or control of Seller, shall provide reasonable access to appropriate information respecting the Property, subject to the terms and conditions of this Agreement. City’s obligation to purchase the Property shall be contingent upon its approval of such property after conducting its due diligence review. If, based upon City’s review, examination and inspection, City shall determine in its sole discretion that it intends to acquire the Property, then City shall promptly notify Seller of such determination in writing prior to the expiration of the Due Diligence Period,

Rice Property Acquisition

12.5.13

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whereupon City's due diligence contingency shall be deemed satisfied and waived, the Deposit shall become nonrefundable (except as otherwise provided herein), and City shall proceed to Closing. In the event that City shall fail to have delivered such notice to Seller on or before the expiration of the Due Diligence Period, City shall have been deemed to be satisfied with the results of its aforesaid review, and shall be deemed to have waived its right to terminate this Agreement pursuant to this subsection. If City shall have timely and affirmatively advised the Seller in writing of its dissatisfaction with the aforesaid matters based on its review, then this Agreement shall automatically terminate, the Deposit shall be returned to the City, and the parties' rights under this Agreement shall be of no further force or effect.

5.2 Title Commitment. Promptly after mutual execution of this Agreement, Seller shall obtain an extended preliminary title insurance commitment covering the Property from the Title Company (the "Commitment") as is consistent with Section 9 together with copies of all recorded documents listed as special exceptions therein. Approval by Buyer of the exceptions to title set forth in the Commitment (other than as hereinafter set forth) shall be a condition precedent to Buyer's obligation to purchase the Property. Unless Buyer gives written notice that it disapproves the exceptions to title shown on the Commitment (other than the exceptions to title approved by Buyer and described in Section 6.3 below), stating the exceptions so disapproved, within thirty (30) days after the date of this Agreement, Buyer shall be deemed to have approved such exceptions. If Buyer disapproves any title exceptions, Seller shall have a ten (10) day period after its receipt of Buyer's written notice of disapproval of the same within which to provide written notice to Buyer as to which of such disapproved title exceptions the Seller will remove (or cause to be removed) from title; provided, however, that Seller shall not be required to actually remove such exception(s) until Closing. If, for any reason, Seller's notice given pursuant to the immediately preceding sentence does not covenant to remove all of Buyer's disapproved title exceptions at or prior to Closing, Buyer shall have the right to terminate this Agreement by written notice to Seller and Escrow Agent given within ten (10) days after the earlier of the expiration of such ten (10) day period or the date Seller informs Buyer that it does not intend to remove the disapproved items (the "Termination Notice"). Buyer's failure to deliver the Termination Notice within such ten (10) day period shall be deemed Buyer's approval of any such previously disapproved title exception. If Buyer delivers the Termination Notice within such ten (10) day period, the obligation of Seller to sell, and Buyer to buy, the Property as herein provided shall terminate and the Deposit shall be returned to Buyer. Buyer shall have the option to waive the condition precedent set forth in this Section 6.2 by written notice to Seller. In the event of such waiver, such condition precedent shall be deemed satisfied.

5.3 Permitted Exceptions. In addition to such other exceptions to title as may be approved by Buyer pursuant to the provisions of Section 6.2 above, Buyer shall accept title to the Property subject to the following (collectively, the "Permitted Exceptions"):

Rice Property Acquisition

12.5.13

Page 3 of 12

5.3.1 The printed exceptions which appear in the ALTA (Form 1970B) form extended coverage owner's policy of title insurance issued by Title Company in the State of Washington; and items created by, or on behalf of, Buyer.

5.4 No New Leases or Contracts. Prior to Closing, Seller shall not enter into any new leases, contracts or agreements affecting the Property without the prior written consent of Buyer, except the Seller may enter into interim contracts or agreements in connection with the management, maintenance, repair or preservation of the Property in the normal course of business if each such contract or agreement expires or is terminated at or prior to Closing.

6. Buyer's Right of Entry. Buyer, and its agents and consultants, at Buyer's sole expense and risk, may enter the Property during the term of this Agreement at reasonable times scheduled in advance with Seller for the purpose of Buyer's due diligence study of the Property. Buyer shall (a) exercise care at all times on or about the Property, and (b) take precautions for the prevention of injury to persons or damage to property on or about the Property. Buyer shall keep the Property free from all mechanics', materialmen's and other liens, and all claims thereof, arising from any work or labor done, services performed, or materials and supplies furnished in with Buyer's actions in the exercise of its right of entry on the Property, and Buyer shall indemnify and defend Seller against and hold Seller harmless from all such liens and claims.

7. Closing.

7.1 Time for Closing. This purchase and sale shall be closed in the office of Escrow Agent on the Closing Date. Buyer and Seller shall deposit in Escrow with Escrow Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

7.2 Closing Costs.

7.2.1 Seller's Costs. Seller shall pay the Seller's share of prorations, if any, and excise real estate taxes.

7.2.2 Buyer's Costs. Buyer shall pay (a) all escrow fees and costs, (b) the recording fees for the Deed, (c) Buyer's share of prorations, if any and, (d) all premiums charged for basic and extended coverage for the Title Policy and any additional endorsements or coverage Buyer may require, including applicable sales tax.

7.2.3 Other Costs. Buyer and Seller shall each pay its own legal fees and fees of its own consultants. All other costs and expenses shall be allocated between Buyer and City in accordance with the customary practice of King County, Washington.

Rice Property Acquisition

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7.3 Real Property Taxation. City shall be responsible for all real property taxes due and owing prior to the Closing.

7.4 Closing Documents.

7.4.1 Seller's Documents. At Closing, Seller shall deliver to Escrow Agent the following instruments and documents:

7.4.1.1 The executed and acknowledged Deed in the form attached hereto as Exhibit "A," conveying the Property to Buyer;

7.4.1.2 The executed real estate excise tax affidavit to accompany the Deed; and

7.4.1.3 An executed nonforeign person affidavit in the form required under Section 1445 of the Internal Revenue Code.

7.4.2 Buyer's Documents. At Closing, Buyer shall deliver to Escrow Agent the following funds, instruments and documents:

7.4.2.1 The balance of the Purchase Price in accordance with Section 3;

7.4.2.2 The executed real estate excise tax affidavit referenced in Section 8.4.1.2 above.

7.5. Possession. Buyer shall be entitled to possession of the Property upon Closing.

9. Title Insurance. As soon as available after Closing, Seller shall provide to Buyer the Title Policy, dated as of the Closing Date, subject only to the Permitted Exceptions.

10. Representations and Warranties.

10.1 Seller's Representations and Warranties. In addition to any other representations or warranties of City elsewhere in this Agreement, Seller represents and warrants to Buyer now, and as of the Date of Closing, that:

10.1.1 Authority. That the Seller has full power and authority to execute this Agreement and perform Seller's obligations hereunder, and all necessary action to authorize this transaction has been taken, except as specifically provided herein.

10.1.2 Hazardous Substances. Seller has not received notification of any kind from any governmental agency suggesting that the Property is or may be targeted for a Hazardous Substances cleanup; to the best of Seller's knowledge the Property has not been used (a) for the storage, disposal or discharge of oil, solvents, fuel, chemicals or any type of toxic, dangerous, hazardous or biological waste or substance (collectively, "Hazardous Substances"), or (b) as a landfill or waste disposal site; to the best of Seller's knowledge

Rice Property Acquisition

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the Property has not been contaminated with any Hazardous Substances; and to the best of Seller's knowledge, there are no underground storage tanks on the Property.

10.2 Buyer's Representations and Warranties. In addition to any other representations and warranties of Buyer elsewhere in this Agreement, Buyer represents and warrants to Seller now, and as of the Date of Closing, that (a) Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and (b) the individual executing this Agreement on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Agreement.

10.3 "AS IS" CONDITION OF PROPERTY. THE PURCHASE PRICE REFLECTS THAT THE PROPERTY IS BEING PURCHASED BY BUYER ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS, EXCEPT TO THE EXTENT OF REPRESENTATIONS AND WARRANTIES SPECIFICALLY MADE BY SELLER HEREIN OR IN THE DEED OR OTHER DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING. BUYER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY BE DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER OR ITS REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO ANY BROKER, EXCEPT FOR THOSE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS TO BE EXECUTED AND DELIVERED BY SELLER AT CLOSING.

EXCEPT TO THE EXTENT OF ANY REPRESENTATIONS OR WARRANTIES SET FORTH ELSEWHERE IN THIS AGREEMENT OR IN ANY DOCUMENTS TO BE EXECUTED AND DELIVERED BY SELLER AT CLOSING, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, AND SELLER EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (I) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS LOCATED THEREON OR THE SUITABILITY THEREOF FOR HABITATION, OCCUPANCY OR FOR BUYER'S INTENDED USE OR FOR ANY USE WHATSOEVER; (II) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (III) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (IV) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER SYSTEM; (V) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; OR (VI) EXCEPT AS SPECIFICALLY SET FORTH ABOVE, THE PRESENCE OF ANY HAZARDOUS SUBSTANCES IN

Rice Property Acquisition

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ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT TO THE EXTENT OF ANY REPRESENTATIONS OR WARRANTIES SET FORTH ELSEWHERE IN THIS AGREEMENT OR IN ANY DOCUMENTS TO BE EXECUTED AND DELIVERED BY CITY AT CLOSING, CITY SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, 42 U.S.C.A. SECTIONS 9601 ET SEQ., AND THE WASHINGTON MODEL TOXICS CONTROL ACT (“MTCA”), RCW 70.105D. BUYER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS WHICH THE BUYER HAS OR MAY HAVE AGAINST CITY UNDER ANY OF THE FOREGOING LAWS OR WITH RESPECT TO THE CONDITION OF THE PROPERTY, EXCEPT TO THE EXTENT OF ANY CLAIMS BUYER MAY HAVE ARISING FROM ANY EXPRESS REPRESENTATIONS, WARRANTIES OR COVENANTS OF CITY UNDER THIS AGREEMENT OR ANY DOCUMENTS TO BE EXECUTED AND DELIVERED BY CITY AT CLOSING. BUYER ACKNOWLEDGES TO CITY THAT BUYER IS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND BUYER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION, SUBJECT TO THE EXCEPTION OF RIGHTS EXPRESSLY SET FORTH ABOVE.

BUYER: _____ SELLER: _____

11. Maintenance of Property; Risk of Loss, Condemnation.

11.1 Maintenance of Property. From the date of this Agreement until the Closing Date (or any earlier termination of this Agreement), Seller agrees to maintain the Property in substantially the same condition existing as of the date hereof, ordinary wear and tear, damage by casualty excepted.

11.2 Risk of Loss; Condemnation. Risk of loss of or damage to the improvements on the Property shall be borne by Seller at all times and no event of casualty or damage shall affect the parties’ obligations hereunder or the Purchase Price, however, Buyer shall have the right to receive any insurance proceeds due Seller in connection with any casualty or damage and Seller hereby covenants to maintain commercially reasonable casualty insurance in place with respect to the Property at all times prior to Closing. City shall promptly notify Buyer of any condemnation or eminent domain proceeding which affects the Property, and City covenants and agrees not to commence or pursue any such action.

Rice Property Acquisition

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In the event of any condemnation or eminent domain proceeding by any entity other than City, or a deed in lieu or under threat thereof, which affects a material portion of the Property, Buyer may elect either to terminate this Agreement, or to purchase the Property in the condition existing on the Closing Date without adjustment of the Purchase Price. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer. If Buyer elects to purchase the Property, City shall not be liable to restore same, and Buyer shall be entitled to any condemnation award or payment in lieu thereof payable to City in its capacity as the owner thereof.

12. Default.

12.1 Time of Essence. Time is of the essence of this Agreement.

12.2 Seller's Remedies for Buyer's Default or Failure to Close. If Buyer fails, without legal excuse, to complete the purchase of the Property in accordance with this Agreement, Seller's sole and exclusive remedies shall be to retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default and failure to close hereunder, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. In this respect, Buyer and Seller acknowledge that these damages have been specifically negotiated between Buyer and Seller and are, inter alia, to compensate Seller for delaying the eventual sale of the Property and to compensate Seller or its costs and expenses associated with this Agreement. Buyer hereby waives the rights and benefits of any law, rule, regulation or order now or hereafter existing that would allow Buyer to claim a refund of the Deposit as unearned earnest money, a penalty or for any other reason except default by Seller.

12.3 Buyer's Remedies for Seller's Default. If Seller fails to complete the sale of the Property in accordance with this Agreement, Buyer shall have and may enforce the following exclusive remedies: (a) seek specific performance; (b) terminate this Agreement, receive a refund of the Deposit and recover from Seller all of Buyer's actual third-party costs and expenses incurred by it in connection with the transaction and the Project; or (c) seek rescission of this Agreement and receive a refund of the Deposit.

13. Notices. All notices, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be sent by personal delivery (including by means of professional messenger or courier service) or registered or certified mail, postage-prepaid, return-receipt requested, or by email at the addresses provided herein. Notice shall be deemed to have been given if personally delivered or sent by email, upon receipt, if sent by mail, two (2) days after duly deposited in the U.S. Mail to all of the addresses designated for such party.

The parties' respective addresses for notices are as follows:

Rice Property Acquisition

12.5.13

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If to City: City of Auburn
Planning & Development Department
25 West Main Street
Auburn, WA 98001-4998
Attn: Elizabeth Chamberlain, Planning Services Manager
Email: echamberlain@auburnwa.gov

With copies to: City Attorney's Office
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Attn: City Attorney
Email: sgross@auburnwa.gov; dheid@auburnwa.gov

If to Seller: Mr. John Rice
104 L Street NE
Auburn, WA 98002
Email: bertkeene@hotmail.com

Notice of change of address shall be given by written notice in the manner detailed in this Section 13.

14. General.

14.1. Entire Agreement. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the State of Washington. Venue for disputes under this agreement shall lie with the Superior Court of King County, Washington.

14.2 No Third Party Beneficiaries/Severability. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and permitted assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party therein shall be entitled to recover from the

Rice Property Acquisition

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other party such sum as the Court may adjudge reasonable as attorneys’ fees, including fees incurred at trial, on any appeal and in any petition for review.

16. Exclusivity. During the term of this Agreement Seller shall not market nor list the Property for sale, nor accept any offers from third parties with respect to sale of the Property.

17. Reservation of Police Power. Notwithstanding anything to the contrary set forth herein, Seller understands and acknowledges that the City’s authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Agreement.

18. City Council Approval. The Seller acknowledges that this Agreement does not bind the City of Auburn until the City Council approves the Purchase Agreement and the Mayor executes the Agreement.

19. Exhibits. Exhibit A attached hereto is incorporated herein as if fully set forth.

SIGNED in duplicate original as of the date first above written.

CITY OF AUBURN

SELLER

Nancy Backus, Mayor

By _____
John Rice, Property Owner

Attest:

Danielle Daskam, City Clerk

Approved as to form:



Daniel B. Heid, Auburn City Attorney

EXHIBITS

Exhibit A, Warranty Deed

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

WARRANTY DEED

Reference # (if applicable):	N/A
Grantor/Borrower:	John Rice
Grantee/Assignee/Beneficiary:	City of Auburn
Legal Description/STR:	THE NORTH 140 FEET LESS THE WEST 126 FEET OF LOT 4 IN BLOCK 4 OF EAST AUBURN GARDEN TRACTS, AS PER PLAT RECORDED IN VOLUME 18 OF PLATS, PAGE 98, RECORDS OF KING COUNTY AUDITOR; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.
Assessor's Tax Parcel ID#:	2154000120

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor, **John J. Rice**, hereby conveys and warrants to the **City of Auburn**, a municipal corporation of the State of Washington, Grantee herein, its successors and assigns, the property legally described and depicted in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its proper officer(s) this _____ day of _____, 2013.

Grantor:
John J. Rice

By: _____
Date Signed: _____

Rice Property Acquisition
12.5.13
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STATE OF _____)
)ss.
County of _____)

STATE OF WASHINGTON)
)ss.
County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Auburn, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated _____

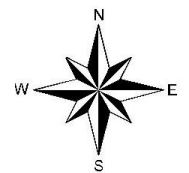
Notary Public in and for the State of _____
residing at _____
My appointment expires _____

Rice Property Proposed Acquisition



Printed Date:1/8/2014
Map Created by City of Auburn eGIS

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5030

Date:

January 14, 2014

Department:

Planning and Development

Attachments:

[Res 5030](#)

[Map of Pierce County Centers](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Resolution No. 5030.

Background Summary:

In February 2012, the Pierce County Regional Council (PCRC) sought applications from jurisdictions to designate Centers of Local Importance for the 2012 transportation funding cycle. Auburn submitted an application requesting that the Pierce County portion of the City be designated a local center. Subsequent to the transportation funding cycle, the Growth Management Coordinating Committee (staff committee that supports the Pierce County Regional Council) was charged with developing criteria for designating Center of Local Importance with the result being recommended amendments to the Pierce County Countywide Planning Policies (CPPs).

At the March 21, 2013 PCRC meeting, the PCRC recommended approval of the amended CPPs to the full County Council. The County Council held a public hearing on September 10, 2013 and approved the amended CPPs on September 24, 2013. Once the County Council takes approval action, the amended CPPs are sent to the cities and towns in Pierce County for ratification.

The amendments to the CPPs become effective when 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population adopt the amendments. There is an 180-day approval process for amendments to the CPPs. Jurisdictions may take action to approve or disapprove the interlocal agreement, or the absence of a legislative action to disapprove the proposed amendment by March 23, 2014 then amendments are automatically in effect.

Planning and Community Development Committee reviewed Resolution No. 5030 at their January 13, 2014 meeting. The Committee decided to move the item to action and recommended approval of Resolution No. 5030 to the full City Council. Resolution No.

5030 was also reviewed by the Public Works Committee at their January 21, 2014 meeting.

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Planning, Legal

Councilmember: Holman

Staff: Tate

Meeting Date: January 21, 2014

Item Number: RES.F

RESOLUTION NO. 5 0 3 0

A RESOLUTION OF THE CITY COUNCIL OF
AUBURN, WASHINGTON, APPROVING AND
AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT WITH PIERCE COUNTY, THEREBY
AMENDING THE PIERCE COUNTY COUNTYWIDE
PLANNING POLICIES FOR CENTERS OF LOCAL
IMPORTANCE

WHEREAS, on July 1, 1990, the Growth Management Act (the GMA) became effective (Chapter 36.70A Revised Code of Washington); and

WHEREAS, the Growth Management Act requires Counties, Cities, and Towns to plan for housing affordable to all economic segments of the population; and

WHEREAS, on January 31, 1995, the Pierce County Council passed Resolution R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the Growth Management Act; and

WHEREAS, the Pierce County Countywide Planning Policies are written policy statements which are to be used solely for establishing a countywide framework from which the County and Municipal comprehensive plans are developed and adopted; and

WHEREAS, the City participated in the amendment process and helped develop the proposed Pierce County Countywide Planning Policies through participation in Pierce County's Growth Management Coordinating Committee (GMCC), a staff level committee that reviews amendments to the Pierce County Countywide Planning Policies and makes recommendations to the Pierce County Regional Council (PCRC); and

Resolution No. 5030
January 8, 2014
Page 1 of 3

WHEREAS, the Pierce County Regional Council recommended adoption of the proposed amendments to the Pierce County Countywide Planning Policies on March 21, 2013; and

WHEREAS, the Pierce County Council adopted Ordinance No. 2013-53s on September 24, 2013; and

WHEREAS, amendments to the Pierce County Countywide Planning Policies must be adopted through amendment of the original interlocal agreement or by a new interlocal agreement ratified by 60 percent of member jurisdictions in Pierce County representing 75 percent of the total population; and

WHEREAS, an interlocal agreement titled "Amendments to the Pierce County Countywide Planning Policies" was developed for the purpose of implementing the recommended amendments.

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

Section 1. The amendments to the Pierce County Countywide Planning Policies are attached as Exhibit A to this Resolution.

Section 2. The Mayor is authorized to execute the interlocal agreement for the purpose of amending the Pierce County Countywide Planning Policies in accordance with the requirements of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

Section 3. That a copy of the resolution and signed interlocal agreement authorizing approval shall be provided to Pierce County.

Section 4. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 5. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this _____ day of _____, 2014.

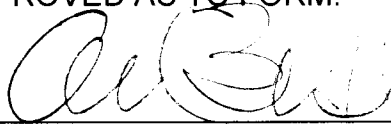
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5030
January 8, 2014
Page 3 of 3

Pierce County Regional Council
2401 South 35th Street, Room 228
Tacoma, Washington 98409
(253) 798-7156

February 2, 2012

To: Mayor, Staff and PCRC Representatives

RE: Centers of Particular Local Interest

At the meeting of the Pierce County Regional Council (PCRC) on January 26, 2012, a discussion occurred specific to "Centers of Particular Interest" as it relates to VISION 2040's (V2040) language referring to "town centers and activity nodes" and the allocation of transportation funding. This discussion was initiated through a request by the Pierce County Transportation Coordinating Committee (TCC) with consultation with the Pierce County Growth Management Coordinating Committee (GMCC).

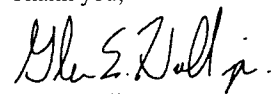
As you are aware, we are on the verge of beginning another cycle of competition for federal funds managed by PSRC. Historically, for the Countywide share of the funds (not the Regional share), the policy has been that transportation projects in or serving local centers as well as Regional Centers were eligible to receive federal funding; however, since there was no definition or identification of these areas the TCC Scoring Committee has had to take a more subjective approach to determine if a project was really associated with a local center. Consequently, each member of the Scoring Committee has been left to determine individually which projects adequately support V2040's "town centers and activity nodes" language. The PCRC is being asked to remove this subjectivity from this year's Countywide funding scoring process. This may be achieved through the identification/ compilation of "Local Centers" as submitted by the County and cities and towns and agreed to by the PCRC.

At this time PCRC is formally requesting a list and supporting documentation from each jurisdiction specifying its "local centers" and "activity nodes." Supporting documentation could include any past legislative action, a completed study, a master plan or anything else a jurisdiction believes makes its case for the local significance of a particular area. The submitted local centers will be compiled on a map and presented to the GMCC along with the associated documentation. Please note that this process is completely separate from the CPPs formal process for jurisdictions to nominate new Regional Growth Centers and Manufacturing Centers.

Again, it has not yet been determined by PCRC if this list will be used in the current round of Countywide competitive federal transportation funding through PSRC. If agreed to, we would use the list solely to aid in scoring application for the current (2012) funding competition. Our intention is to have the GMCC review the submitted proposals and forward a recommendation to the PCRC for consideration at its March meeting.

Because of the tight timeline associated with the transportation funding process, it is vital that the GMCC be able to start reviewing any Local Centers to be considered at its next meeting on February 23. Please submit your list and supporting documentation to Toni Fairbanks, PCRC Clerk, at tfairba@co.pierce.wa.us. If you have any technical questions, please direct them through your GMCC representative to Ian Munce, imunce@ci.tacoma.wa.us. Only proposals submitted by 4:30 p.m. on February 17, 2012, will be considered.

Thank you,



Glenn Hull
PCRC Chair.



Pierce County
Regional Council

2401 South 35th Street, Room 175
Tacoma, Washington 98409-7460

RECEIVED

NOV 05 2013

MAYOR'S OFFICE

DATE: October 31, 2013

TO: Pierce County City and Town Mayors and Council Members
Pierce County Regional Council Members (PCRC)
Pierce County City and Town Clerks

SUBJECT: Interlocal Agreement - Amendments to the Pierce County Countywide Planning Policies, Centers of Local Importance (CoLIs)

The Pierce County Regional Council (PCRC) recommended the enclosed amendments to the Pierce County Countywide Planning Policies (CPPs). As the first step in the ratification process, the Pierce County Council adopted Ordinance No. 2013-53s on September 24, 2013. This action signifies Pierce County's approval of the proposed amendment to set guidelines in the establishment of Centers of Local Importance (CoLI), and authorizes the Pierce County Executive to execute interlocal agreements with the Cities and Towns of Pierce County to ratify the proposal. This correspondence is the official transmittal of the PCRC's recommendation to amend the CPPs, and request for ratification of the proposal.

The proposal incorporates designation criteria into the Pierce County Countywide Planning Policies (CPPs) for a new type of center for land use and transportation planning purposes. A Center of Local Importance (CoLI), as depicted through VISION 2040, represents the lowest level of Centers. These areas may include downtowns, as well as smaller-scaled neighborhood business districts and crossroads.

As proposed, a jurisdiction first depicts its CoLI through its comprehensive plan. The information in the local plan must include a map defining the area, as well as other details such as the land use designation(s) and infrastructure plans. Notification to the Pierce County Regional County (PCRC) must occur as a part of the local planning process. When the local process is complete, a locally designated CoLI is included within an appendix to the CPPs.

For this proposal to be amended into the CPPs, it must be ratified by Pierce County jurisdictions. Ratification is achieved once 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population approve the proposal. Demonstration of approval may be executed through an interlocal agreement, or the absence of a legislative action to disapprove the proposed amendment by **March 23, 2014**. *Note: This is a new 180-day approval process established through the latest amendments to the CPPs.*

If your jurisdiction is in favor of this proposal, it may either:

- Pass an ordinance/resolution within the interlocal agreement and CoLI amendment language; or
- Take no action addressing the proposed amendment.

If your jurisdiction is **not** in favor of the proposal, it should pass a resolution stating its opposition.

The Pierce County Ordinance, which includes the interlocal agreement and amendments to the Countywide Planning Policies, and an explanatory sheet are included for your convenience. *Note that jurisdictions do not have the ability to make line item modifications.*

If your jurisdiction takes action to ratify the proposal, send **two original signed copies** of the interlocal agreement and a copy of your resolution, ordinance, or meeting minutes authorizing approval to:

Pierce County Planning and Land Services
Attn: Cindy Anderson
2401 South 35th Street, Room 175
Tacoma, WA 98409

All information must be received in our office no later than **March 23, 2014**. One copy will be returned to your jurisdiction after it has been signed by the Pierce County Executive.

Thank you for your assistance. If you have any questions, please contact Dan Cardwell, dcardwe@co.pierce.wa.us, (253) 798-7039, or me cander5@co.pierce.wa.us, (253)798-2630.

Sincerely,



Cindy Anderson
Clerk, Pierce County Regional Council

Enclosures
c: Growth Management Coordinating Committee

admin\pcrc\countywide planning policies\2013\CoLI Interlocal Agreement Ltr 10 30 13.docx

1 Sponsored by: Councilmembers Rick Talbert and Stan Flemming
2 Requested by: Executive/Planning and Land Services
3
4
5

6 **ORDINANCE NO. 2013-53s**
7
8

9 **An Ordinance of the Pierce County Council Acknowledging its Approval of**
10 **a Proposed Amendment to Incorporate Criteria for the**
11 **Designation of Centers of Local Importance in the Pierce**
12 **County Countywide Planning Policies as Recommended by**
13 **the Pierce County Regional Council; Authorizing the Pierce**
14 **County Executive to Execute Interlocal Agreements with the**
15 **Cities and Towns of Pierce County to Ratify the Proposed**
16 **Amendments; and Adopting Findings of Fact.**
17

18 **Whereas**, the Pierce County Regional Council (PCRC) was created in 1992 by
19 interlocal agreement among the cities and towns of Pierce County and Pierce County
20 Government (the County), and charged with responsibilities, including: serving as a
21 local link to the Puget Sound Regional Council, promoting intergovernmental
22 cooperation, facilitating compliance with the coordination and consistency requirements
23 of the Growth Management Act (Chapter 36.70A., Revised Code of Washington [RCW])
24 and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and
25 developing a consensus among jurisdictions regarding the development and
26 modification of the Pierce County Countywide Planning Policies; and
27

28 **Whereas**, the Pierce County Countywide Planning Policies (CPPs) are written
29 policy statements which are to be used solely for establishing a countywide framework
30 from which the County and municipal comprehensive plans are developed and adopted;
31 and
32

33 **Whereas**, the framework is intended to ensure that the County and municipal
34 comprehensive plans are consistent; and
35

36 **Whereas**, the County adopted its initial CPPs on June 30, 1992; and
37

38 **Whereas**, the Pierce County Growth Management Coordinating Committee
39 (GMCC) is a technical subcommittee to the PCRC, and the GMCC includes staff
40 representatives from the County and the cities and towns within Pierce County; and
41

42 **Whereas**, the PCRC, based upon the recommendation from the GMCC and its
43 own discussions, recommended approval of the proposal at its March 21, 2013 meeting;
44 and
45

46 **Whereas**, amendments to the Pierce County Countywide Planning Policies must
47 be adopted through amendment of the original interlocal agreement or by a new

Ordinance No. 2013-53s
Page 1 of 3

Pierce County Council
930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402



1 interlocal agreement ratified by 60 percent of member jurisdictions in Pierce County
2 representing 75 percent of the total population; and
3

4 **Whereas**, demonstration of ratification shall be by execution of an interlocal
5 agreement or the absence of a legislative action to disapprove a proposed amendment;
6 and
7

8 **Whereas**, an Interlocal Agreement entitled "Amendments to the Pierce County
9 Countywide Planning Policies" has been developed for this purpose, and is included as
10 Exhibit B to this Ordinance; and
11

12 **Whereas**, a jurisdiction shall be deemed as casting an affirmative vote if it has
13 not taken legislative action to disapprove a proposed amendment within 180 days from
14 the date the Pierce County Council formally authorizes the Pierce County Executive to
15 enter into an interlocal agreement; and
16

17 **Whereas**, when ratified by the necessary number of cities and towns, Section
18 19D.240 of the Pierce County Code (PCC), "Pierce County Countywide Planning
19 Policies", shall be amended by a subsequent ordinance of the County Council to
20 incorporate the recommended proposal; and
21

22 **Whereas**, the Pierce County Planning Commission, at its May 28, 2013, regular
23 public hearing, reviewed the proposed amendments to the Pierce County Countywide
24 Planning Policies and recommended denial; and
25

26 **Whereas**, an environmental review of the proposed amendments to the Pierce
27 County Countywide Planning Policies was conducted pursuant to Chapter 43.21C RCW
28 and a Determination of Nonsignificance was issued on June 26, 2013; and
29

30 **Whereas**, after a properly noticed public hearing, the Community Development
31 Committee of the Pierce County Council considered oral and written testimony and
32 forwarded its recommendation to the full County Council; and
33

34 **Whereas**, the County Council held a public hearing on September 10, 2013,
35 where oral and written testimony was considered; and
36

37 **Whereas**, the County Council finds that it is in the public interest to authorize the
38 Pierce County Executive to execute the interlocal agreement; **Now Therefore**,
39

40 **BE IT ORDAINED by the Council of Pierce County:**
41

42 Section 1. The Pierce County Council acknowledges its approval of the
43 amendments to the Pierce County Countywide Planning Policies recommended by the
44 Pierce County Regional Council as set forth in Exhibit A, which is attached hereto and
45 incorporated herein by reference.
46



1 Section 2. The Pierce County Council authorizes the Pierce County Executive to
2 execute Interlocal Agreements as set forth in Exhibit B, which is attached hereto and
3 incorporated herein by reference, thereby ratifying the attached amendments to the
4 Pierce County Countywide Planning Policies as recommended by the Pierce County
5 Regional Council.

6
7 Section 3. The Pierce County Council adopts Findings of Fact as shown in
8 Exhibit C, which is attached hereto and incorporated herein by reference.

9
10 PASSED this 24th day of September, 2013.

11
12 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

13
14
15
16 Denise D. Johnson
17 Denise D. Johnson
18 Clerk of the Council

Joyce McDonald
Joyce McDonald
Council Chair

19
20
21 Pat McCarthy
22 Pat McCarthy
23 Pierce County Executive
24 Approved ☒ Vetoes ☐ this
25 2 day of October,
26 2013.

27
28 Date of Publication of

29 Notice of Public Hearing: August 14, 2013

30
31 Effective Date of Ordinance: October 12, 2013

32



Proposed Amendment
to the
Pierce County Countywide Planning
to
Incorporate Criteria for the Designation
of
Centers of Local Importance



1 All text shown below is new.

2
3
4 **Centers of Local Importance (CoLI) – Page 60:**

5
6 ***Introduction language***

7 CoLIs are designated for the purpose of identifying local centers and activity nodes that are
8 consistent with VISION 2040's Multi-county Planning Policies. Such areas promote compact,
9 pedestrian-oriented development with a mix of uses, proximity to diverse services, and a variety
10 of appropriate housing options, or be in an established industrial area.

11
12 **Rural Areas – Page 62:**

13
14 Rur-21. A CoLI may be located in a rural designated area.

15
16 21.1 A CoLI within a rural area shall encompass similar design features as
17 identified in UGA-48 through UGA-52.

18
19 21.2 To be officially recognized, a CoLI within a rural area shall meet the same
20 implementation strategy/process as set forth in UGA-53 through UGA-55.

21
22 **Starting on Page 81:**

23
24 ***Introduction language***

25 CoLIs are designated for the purpose of identifying local centers and activity nodes that are
26 consistent with VISION 2040's Multicounty Planning Policies. Such areas promote compact,
27 pedestrian-oriented development with a mix of uses, proximity to diverse services, and a variety
28 of appropriate housing options, or be in an established industrial area.

29
30 **Urban Growth Areas - Page 104:**

31
32 ***Centers of Local Importance (CoLI)***

33 ***Concepts and Principles***

34
35 UGA-49. A CoLI may be located in either an urban or rural area, and shall include activities
36 that provide a focal point or sense of place for a community and its surrounding
37 area.

38
39 ***Design Features of CoLIs***

40
41 UGA-50. A CoLI is characterized by a concentration of land_uses or activities that provide a
42 sense of place or gathering place for the community and neighborhood residents.
43 A CoLI should include one or more the following characteristics:

- 44
45 50.1 Civic services
46 50.2 Commercial areas
47 50.3 Recreational areas



- 1 50.4 Industrial areas
- 2 50.5 Cultural facilities/activities
- 3 50.6 Historic buildings or sites
- 4 50.7 Residential areas
- 5
- 6 UGA-51. The size of a CoLI and the mix and density of uses are to be locally determined to
- 7 meet community goals.
- 8
- 9 UGA-52. Each jurisdiction shall define the role that the CoLI plays in supporting planned
- 10 growth.
- 11
- 12 UGA-53. A variety of appropriate transportation options and pedestrian-friendly design
- 13 should be available or planned within a CoLI.
- 14

15 *Implementation Strategies*

- 16
- 17 UGA-54. A CoLI shall be locally adopted; approval by the PCRC or other regional
- 18 organization shall not be required.
- 19
- 20 54.1 A jurisdiction shall document how an area meets the Design Features
- 21 (UGA-48 through UGA-52), of a CoLI in its comprehensive plan.
- 22 54.2 The documentation should include examples, plans, or other information
- 23 that supports the designation of a CoLI.
- 24 54.3 An area adopted as a CoLI shall be definitively delineated on a map within
- 25 a jurisdiction's comprehensive plan.
- 26 54.4 A CoLI shall have appropriate land use designations, zoning regulations,
- 27 and infrastructure plans for existing and planned development.
- 28 54.5 A comprehensive plan that utilizes an alternative label to refer to a CoLI
- 29 shall be accompanied with adopted findings of fact that recognizes the
- 30 area as a CoLI per the Pierce County CPPs.
- 31
- 32 UGA-55. A jurisdiction shall provide the PCRC notice of its intention to locally adopt a
- 33 CoLI or recognize formally adopted CoLIs that meet the criteria.
- 34
- 35 55.1 The notice shall be provided to the PCRC 60 days (minimum) prior to the
- 36 expected dated of adoption.
- 37 55.2 The notice shall provide information that identifies the location of the
- 38 proposed CoLI and documents how the location meets the CoLI policies.
- 39
- 40 UGA-56. A locally adopted CoLI shall be recognized in Appendix B of the CPPs.
- 41
- 42 56.1 Jurisdictions shall forward a map of locally adopted CoLIs together with
- 43 the comprehensive plan citations to the PCRC for inclusion into Appendix
- 44 B. The adopted CoLIs shall be attached to the CPP publications as
- 45 Appendix B for ease of reference. Appendix B shall not be considered a
- 46 component of the CPPs and, accordingly, an update to Appendix B shall
- 47 not constitute an amendment to the CPPs requiring ratification by Pierce
- 48 County jurisdictions.



FINDINGS OF FACT

The Pierce County Council finds that:

1. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County Government (the County), and charged with responsibilities, including: Serving as a local link to the Puget Sound Regional Council (PSRC), promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act [GMA] (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
2. The GMA required the County to adopt a countywide planning policy in cooperation with the cities and towns located within Pierce County.
3. The Countywide Planning Policies are to be used for establishing a county-wide framework from which the comprehensive plans for Pierce County and the cities and towns within Pierce County are developed and adopted.
4. On June 30, 1992, the Pierce County Council passed No. Ordinance 92-74 adopting the initial Pierce County Countywide Planning Policies.
5. The GMA requires the central Puget Sound region to adopt multi-county planning policies.
6. The PSRC membership is comprised of central Puget Sound counties (King, Pierce, Snohomish, and Kitsap), cities and towns, ports, tribes, and transit agencies.
7. The PSRC is the regional authority to adopt multi-county planning policies.
8. The PSRC adopted VISION 2040 at its May 2008 General Assembly meeting.
9. VISION 2040 is the central Puget Sound region's multi-county planning policies.
10. VISION 2040 recognizes "many secondary hubs and concentrations of development also serve important roles as places for concentrating jobs, housing, shopping, and recreational opportunities."
11. VISION 2040 recognizes "small neighborhood centers and even activity hubs that serve as the crossroads in cities and communities of all sizes are also key in implementing a centers-based approach to development in the region."
12. VISION 2040 policy MPP-DP-13 "directs subregional funding, especially county-level and local funds, to centers designated through countywide processes, as well as town centers, and other activity nodes."
13. The PCRC directed the Growth Management Coordinating Committee to recommend policies to designate Centers of Local Importance (CoLI).



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14. The GMCC recommended new policies that set criteria and a process for the formal recognition of areas that serve as important centers within Pierce County communities.
 15. This formal recognition may be used in future countywide project evaluations.
 16. Designated CoLI may be incorporated into scoring criteria for the future distribution of subregional funding.
 17. The PCRC based upon the recommendation from the GMCC, and its own discussions, recommended approval of the proposal at their March 21, 2013 meeting.
 18. The Pierce County Planning Commission recommended denial of the proposal at its May 28, 2013 meeting.
 19. The Pierce County Planning Commission recommendation to disapprove the proposal was the result of a tie vote (2-2).
 20. An environmental review of the proposed amendments to the Pierce County Countywide Planning Policies was conducted pursuant to Chapter 43.21C RCW, and a Determination of Nonsignificance was issued on June 26, 2013.
 21. The Pierce County Countywide Planning Policies include provisions addressing procedures for amending the Countywide Planning Policies.
 22. The Pierce County Countywide Planning Policies require amendments to the Countywide Planning Policies to be adopted through an amendment of the original Interlocal Agreement or by a new interlocal agreement. The amendment will become effective when 60 percent of the cities, towns, and the County, representing 75 percent of the total population as designated by the State Office of Financial Management at the time of the proposed ratification become signatories to the agreement.
 23. A demonstration of ratification shall be by execution of an interlocal agreement or the absence of a legislative action to disapprove a proposed amendment.
 24. A jurisdiction shall be deemed as casting an affirmative vote if it has not taken legislative action to disapprove a proposed amendment within 180 days from the date the Pierce County Council formally authorizes the Pierce County Executive to enter into an interlocal agreement.
 25. The Community Development Committee of the County Council, after a properly noticed public hearing, considered oral and written testimony, and forwarded its recommendation to the full Council.
 26. The County Council held a public hearing on September 10, 2013, where oral and written testimony was considered.
 27. It is in support of the amendment for providing consistency between the Pierce Countywide Planning Policies and VISION 2040.



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- 28. A subsequent ordinance of the County Council shall be necessary to acknowledge the ratification process and amend Section 19D.240 PCC, "Pierce County Countywide Planning Policies".
- 29. It is in the public interest to authorize the Pierce County Executive to execute the interlocal agreements.



Regional Centers Candidate Centers & Proposed Local Centers for 2012 STP / CMAQ Funding Competition

March 2012

Legend

Centers

Local Centers

Regional MFG / IND Centers

Regional Candidate Centers

Regional Growth Centers

JBLM Gates

Cities in Pierce County

Federal / State Land

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

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Miles

RES.F Page 213 of 220



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5034

Date:

January 12, 2014

Department:

Administration

Attachments:

[Ordinance](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5034.

Background Summary:

The Auburn City Council Operations Committee designates the formation and membership of the standing committees of the City Council, subject to approval of the City Council.

At their meeting on January 2, 2014, the Council Operations Committee recommended changing the meeting time for the Council Operations Committee to eliminate conflicts in meeting times with other Committees.

A3.7.1

Reviewed by Council Committees:

Council Operations Committee

Councilmember: Wagner

Staff: Heid

Meeting Date: January 21, 2014

Item Number: RES.G

RESOLUTION NO. 5 0 3 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING RESOLUTION NO. 5017 PASSED DECEMBER 16, 2013, RELATING TO THE STANDING COMMITTEES OF THE CITY COUNCIL OF THE CITY OF AUBURN

WHEREAS, the Auburn City Council Operations Committee designates the formation and membership of the standing committees of the City Council, subject to the approval of a majority of the City Council; and

WHEREAS, the Council Operations Committee conducted a meeting on January 2, 2014, at which time the Committee approved changes to the meeting time for the Council Operations Committee and recommended the City Council's adoption of the same.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES AS FOLLOWS:

Section 1. Section 3 of Resolution No. 5017 relating to the meeting schedule of the Council standing committees is amended as follows:

Section 3. Unless otherwise designated by the Chair, the day and time of the meetings of the Standing Committees of the City Council of the City of Auburn shall be as follows:

- A. PUBLIC WORKS:**
3:30 P.M.
First and third Mondays of each month.

- B. FINANCE COMMITTEE:**
5:00 P.M.
First and third Mondays of each month.
- C. PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE:**
5:00 P.M.
Second and fourth Mondays of each month.
- D. MUNICIPAL SERVICES COMMITTEE:**
3:30 P.M.
Second and fourth Mondays of each month.
- E. LES GOVE COMMUNITY CAMPUS COMMITTEE**
5:00 P.M.
Fourth Wednesday of each month.
- F. COUNCIL OPERATIONS COMMITTEE**
~~5:00~~**3:00 P.M.**
First Monday of each month.
- G. COMMITTEE OF THE WHOLE**
The Council Committee of the Whole shall meet whenever there is a fifth Monday in any month or as needed.

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 take effect and be in full force and effect upon passage and signature hereon.

DATED and SIGNED this ____ day of _____, 2014.

CITY OF AUBURN

ATTEST:

NANCY BACKUS
MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5038

Date:

January 15, 2014

Department:

Public Works

Attachments:

[Res 5038](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopts Resolution No. 5038.

Background Summary:

Resolution No. 5038 repeals Resolution No. 4826.

In 2012, the City Council passed Resolution No. 4826 for the purpose of reducing speed limits on certain arterial routes within the City in an effort to preserve City streets and provide for traffic safety. Staff recommends repealing Resolution No. 4826 as the reduction in speed limits did not accomplish the level of street preservation desired or significantly add to traffic safety and the Council goals can be better met through alternatives including conventional engineering strategies.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: January 21, 2014

Item Number: RES.H

RESOLUTION NO. 5 0 3 8

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, REPEALING
RESOLUTION NO. 4826 REGARDING REDUCTION
OF SPEEDS ON ARTERIAL STREET ROUTES IN
THE CITY

WHEREAS, the City of Auburn has been involved in numerous efforts to preserve its streets and provide for safe travel along them; and

WHEREAS, among the factors that impact street surfaces and contribute to the safe use of streets are speed limits; and

WHEREAS, the City Council endeavored to employ a program of reducing speed limits on certain arterial street routes within the City, in an effort to preserve City streets and provide for traffic safety, and did so through Resolution No. 4826, passed by the City Council on June 4, 2012; and

WHEREAS, the City Council recognizes that the effect of reducing speed limits along certain arterial streets within the City did not accomplish the level of street preservation desired, nor did it significantly add to traffic safety; and

WHEREAS, it is therefore appropriate to endeavor to reach these goals through other alternatives including conventional engineering strategies.

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

Section 1. That Resolution No. 4826, adopted on June 4, 2012, is hereby repealed.

Resolution No. 5038
January 14, 2013
Page 1 of 2

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 _____, 2014.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5038
January 14, 2013
Page 2 of 2