City Council
Regular Meeting
April 21, 2025 - 7:00 PM
City Hall Council Chambers

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

PUBLIC PARTICIPATION

A. The Auburn City Council Meeting scheduled for Monday, April 21, 2025 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:
To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:
https://www.youtube.com/user/watchauburn/live/?nomobile=1

To listen to the meeting by phone or Zoom, please call the number below or click the link:

Telephone: 253 205 0468
Toll Free: 888 475 4499
Zoom: https://us06web.zoom.us/j/83914481568

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Earth Day
Mayor Backus to proclaim April 22, 2025, as "Earth Day" in the City of Auburn

B. National Therapy Animal Day
Mayor Backus to proclaim April 30, 2025, as "National Therapy Animal Day" in the City of Auburn

C. National Arab American Heritage Month
Mayor Backus to proclaim April 2025, as "National Arab American Heritage Month" in the City of Auburn

AGENDA MODIFICATIONS

AUDIENCE PARTICIPATION

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

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

Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.
Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

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

Email written comments to: publiccomment@auburnwa.gov

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

CORRESPONDENCE

COUNCIL AD HOC COMMITTEE REPORTS

A. Council Rules of Procedure

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. Setting the date for Public Hearing for Level 3 Communications, LLC Franchise Agreement

B. Claims Vouchers (Thomas)
Claims voucher list dated April 9, 2025 which includes voucher numbers 479399 through voucher 479440, and voucher numbers 479442 through voucher 479539 in the amount of $4,386,091.70, seventeen electronic fund transfers in the amount of $16,676.07 and four wire transfers in the amount of $810,582.72

C. Claims Vouchers (Thomas)
Claims voucher list dated April 9, 2025 which includes voucher number 479441 in the amount of $23,114.59

D. Payroll Voucher (Thomas)
Payroll check numbers 539666 through 539672 in the amount of $84,716.71, electronic

deposit transmissions in the amount of $2,811,616.80, for a grand total of $2,896,333.51 for the period covering April 3, 2025 to April 16, 2025

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

UNFINISHED BUSINESS

NEW BUSINESS

RESOLUTIONS

A. Resolution No. 5812 (Mayor/Council)
A Resolution approving the placement of a Countywide Ballot Measure before voters in 2025 for a Funding Levy to support Medic One/Emergency Medical Services (EMS) for the period from January 1, 2026, through December 31, 2031, pursuant to RCW 84.52.069

(RECOMMENDED ACTION: Move to adopt Resolution No. 5812.)

B. Resolution No. 5819 (Gaub)
A Resolution designating the person serving in the position of the Sanitary Sewer Engineer and person serving in the position of the Utilities Engineering Manager as representatives to serve on the Metropolitan Water Pollution Abatement Advisory Committee

(RECOMMENDED ACTION: Move to adopt Resolution No. 5819.)

C. Resolution No. 5822 (Gaub)
A Resolution authorizing the Mayor to execute and administer agreements accepting supplemental grant funds from the Washington State Department of Transportation and Federal Highway Administration for three projects: 1) Auburn Way S widening (Hemlock Street SE to Poplar Street SE); 2) 1st Street NE/NW and N Division Street pedestrian improvements; and 3) A Street SE preservation (37th Street SE to Lakeland Hills Way)

(RECOMMENDED ACTION: Move to adopt Resolution No. 5822.)

D. Resolution No. 5823 (Krum)
A Resolution approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute agreements between the City of Auburn and Flight Club Foundation, the City of Auburn and Emerald Downs Racing LLC, and the City of Auburn Parks and Recreation Department for the purpose of tourism, marketing, and hotel rooms for Tourism Events

(RECOMMENDED ACTION: Move to adopt Resolution No. 5823.)

E. Resolution No. 5824 (Gaub/Whalen)
A Resolution authorizing the Mayor to execute on behalf of the City, a Purchase and Sale Agreement for Commercial Property Owned by Wells Fargo Bank, N.A. at 105 1st Street NE (parcel no. 0483000050)

(RECOMMENDED ACTION: Move to adopt Resolution No. 5824.)

MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

B. From the Mayor

ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office and on the City website (http://www.auburnwa.gov).

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Setting the date for Public Hearing for Level 3 Communications, LLC Franchise Agreement

Meeting Date:
April 21, 2025

Department:
Public Works

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to set the date of the Public Hearing for Franchise Agreement No. FRN23-0004 for Level 3 Communications, LLC for a Fiber Optic Telecommunications Franchise for May 5, 2025, at 7:00 pm.

Background for Motion:

Background Summary:
Section 20.04.040 of the Auburn City Code requires the City to hold a public hearing before granting or denying a franchise agreement. Staff requests that the City Council set the date of the public hearing for Franchise Agreement No. FRN23-0004 for Level 3 Communications, LLC for a Fiber Optic Telecommunications Franchise for May 5, 2025 at 7:00 pm.

Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide services to persons or areas inside or outside of the City.

Level 3 Communications, LLC has applied for a new franchise agreement to continue to operate their existing fiber optic telecommunications located in the public way in seven east/west road crossings through the Union Pacific Railroad property that runs north/south through the City. Level 3 currently provides telecommunications services including but not limited to telecommunication capacity, dark fiber, transmission of voice, data or other electronic information, or other high capacity fiber optic transmission services to firms, businesses or institutions from the existing facilities. The proposed agreement is consistent with the City’s standard franchise agreement language.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)
Claims voucher list dated April 9, 2025 which includes voucher numbers 479399 through voucher 479440, and voucher numbers 479442 through voucher 479539 in the amount of $4,386,091.70, seventeen electronic fund transfers in the amount of $16,676.07 and four wire transfers in the amount of $810,582.72

Meeting Date:
April 21, 2025

Department:
Finance

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to approve Claim Vouchers.

Background for Motion:

Background Summary:
Claims voucher list dated April 9, 2025 which includes voucher numbers 479399 through voucher 479440, and voucher numbers 479442 through voucher 479539 in the amount of $4,386,091.70, seventeen electronic fund transfers in the amount of $16,676.07 and four wire transfers in the amount of $810,582.72.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)
Claims voucher list dated April 9, 2025 which includes voucher number 479441 in the amount of $23,114.59

Meeting Date:
April 21, 2025

Department:
Finance

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to approve Claim Vouchers.

Background for Motion:

Background Summary:
Claims voucher list dated April 9, 2025 which includes voucher number 479441 in the amount of $23,114.59

Councilmember: Kate Baldwin

Staff: Jamie Thomas

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)
Payroll check numbers 539666 through 539672 in the amount of $84,716.71, electronic deposit transmissions in the amount of $2,811,616.80, for a grand total of $2,896,333.51 for the period covering April 3, 2025 to April 16, 2025

Meeting Date:
April 21, 2025

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

Department:
Finance

Attachments:
None

Budget Impact:

Administrative Recommendation:
City Council to approve Payroll Vouchers.

Background for Motion:

Background Summary:
Payroll check numbers 539666 through 539672 in the amount of $84,716.71, electronic deposit transmissions in the amount of $2,811,616.80, for a grand total of $2,896,333.51 for the period covering April 3, 2025 to April 16, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5812 (Mayor/Council)
A Resolution approving the placement of a Countywide Ballot Measure before voters in 2025 for a Funding Levy to support Medic One/Emergency Medical Services (EMS) for the period from January 1, 2026, through December 31, 2031, pursuant to RCW 84.52.069

Meeting Date:
April 21, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5812.)

Department:
Mayor

Attachments:
Resolution No. 5812, Auburn City Council Presentation 04-21-25 FINAL

Budget Impact:

Administrative Recommendation:
City Council to adopt Resolution No. 5812.

Background for Motion:
The current six-year Medic One/Emergency Medical Services (EMS) Levy will expire on December 31, 2025, and must be renewed to maintain the current system. Per state law, the legislative authority of 75% of those cities whose population exceeds 50,000 residents must endorse placing a countywide EMS levy proposal on the ballot. This Resolution supports placing the EMS levy renewal on the November 2025 ballot.

Background Summary:
The Medic One/Emergency Medical Services (EMS) system serving Seattle and King County is known worldwide for its excellent patient care outcomes. By simply dialing 9-1-1, all residents have immediate access to the best possible medical care, regardless of location, circumstances, or time of day.
The system is primarily funded by a countywide, voter-approved EMS levy that expires at the end of 2025. In 2024, the EMS Division brought together regional partners and the EMS Advisory Task Force to develop recommendations for a new Strategic Plan and Levy for King County voters to renew in 2025. The City of Auburn was represented on the Task Force by Valley Regional Fire Authority Chief Brad Thompson.
In late September 2024, the EMS Advisory Task Force endorsed a 6-year, 25-cent EMS levy that assures the Medic One/EMS system’s programmatic and financial needs will be met.
The 2026-2031 EMS levy is expected to generate $1.5 billion over the six-year collection period.
For the owner of a home with a $550,000 Assessed Valuation in 2026, the annual levy cost would be $138.

Councilmember:

Staff:

RESOLUTION NO. 5812

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING PLACEMENT OF A COUNTYWIDE BALLOT MEASURE BEFORE VOTERS IN 2025 FOR A FUNDING LEVY TO SUPPORT MEDIC ONE/EMERGENCY MEDICAL SERVICES (EMS) FOR THE PERIOD FROM JANUARY 1, 2026, THROUGH DECEMBER 31, 2031, PURSUANT TO RCW 84.52.069

WHEREAS, the delivery of emergency medical services is an essential function of the fire and life safety responsibility of local and regional government; and

WHEREAS, the countywide tiered Medic One/EMS system in Seattle & King County provides residents and visitors with essential life-saving services throughout the region regardless of location, incident circumstances, day of the week, or time of day; and

WHEREAS, the tiered Medic One/EMS model has been recognized nationally and internationally for its quality medical care and timely service; and

WHEREAS, the City of Auburn and its residents have benefitted from the countywide cooperative of delivering Advanced Life Support and Basic Life Support services; and

WHEREAS, King County has exercised leadership and assumed responsibility for assuring the consistent, standardized, effective and cost efficient development and provision of emergency services throughout the county; and

WHEREAS, RCW 84.52.069 provides for countywide emergency medical care and service levies; and

WHEREAS, the King County Medic One/EMS system is funded in part by a prior countywide six-year Medic One/EMS levy that expires December 31, 2025; and

WHEREAS, pursuant to RCW 84.52.069, King County will be seeking voter authorization of a six-year Medic One/EMS levy for the period of 2026-2031; and

WHEREAS, the EMS Advisory Task Force worked collaboratively with regional EMS partners to develop programmatic and financial recommendations for continuing to provide countywide Medic One/EMS services; and

WHEREAS, the EMS Advisory Taks Force has recommended an initial levy rate of $0.25 cents per one thousand dollars assessed value to fund Medic One/EMS services throughout King County for the next six years; and

WHEREAS, the City of Auburn participated in these discussions throughout the process and was represented on the Task Force;

WHEREAS, in order to continue funding emergency medical services, RCW 84.52.069 requires that 75% of cities with a population greater than fifty thousand approve placing the countywide levy proposal on the ballot; and

WHEREAS, the City of Auburn has a population of over 50,000 people;

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

Section 1. The above is found to be true and correct in all respects.

Section 2. The City of Auburn hereby approves placing the countywide Medic One/EMS levy before voters at an upcoming election in 2025.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: ______________________

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

2026-2031 MEDIC ONE/EMS LEVY PLANNING PROCESS

Auburn City Council

April 21, 2025

Presented by: Michele Plorde, EMS Division Director

Overview

- Current 6-year Medic One/EMS levy expires December 31, 2025
- Hosted a regional 8-month process rooted in partnerships and consensus-building
- Developed recommendations for Strategic Plan and finance plan (levy) for King County voters to renew in 2025
- Next step: Legislative approval process

What is Medic One/EMS?

Any time you call 9-1-1 for a medical emergency, you are using the Medic One/EMS system. Known worldwide for excellence and innovation.

- Serves over **2.3 million people** throughout King County and provides lifesaving services on average **every 2 minutes**.
- In 2024, the Medic One/EMS system responded to over **255,000 calls** in King County.
- In 2023**,** the survival rate for cardiac arrest was **51%** throughout the region.
- Because of our strong program, cardiac arrest patients are **2 to 3 times more likely to survive**, compared to other cities.

Valley Regional Fire Authority Statistics

Valley Regional Fire Authority serves the Cities of Auburn, Pacific and Algona.

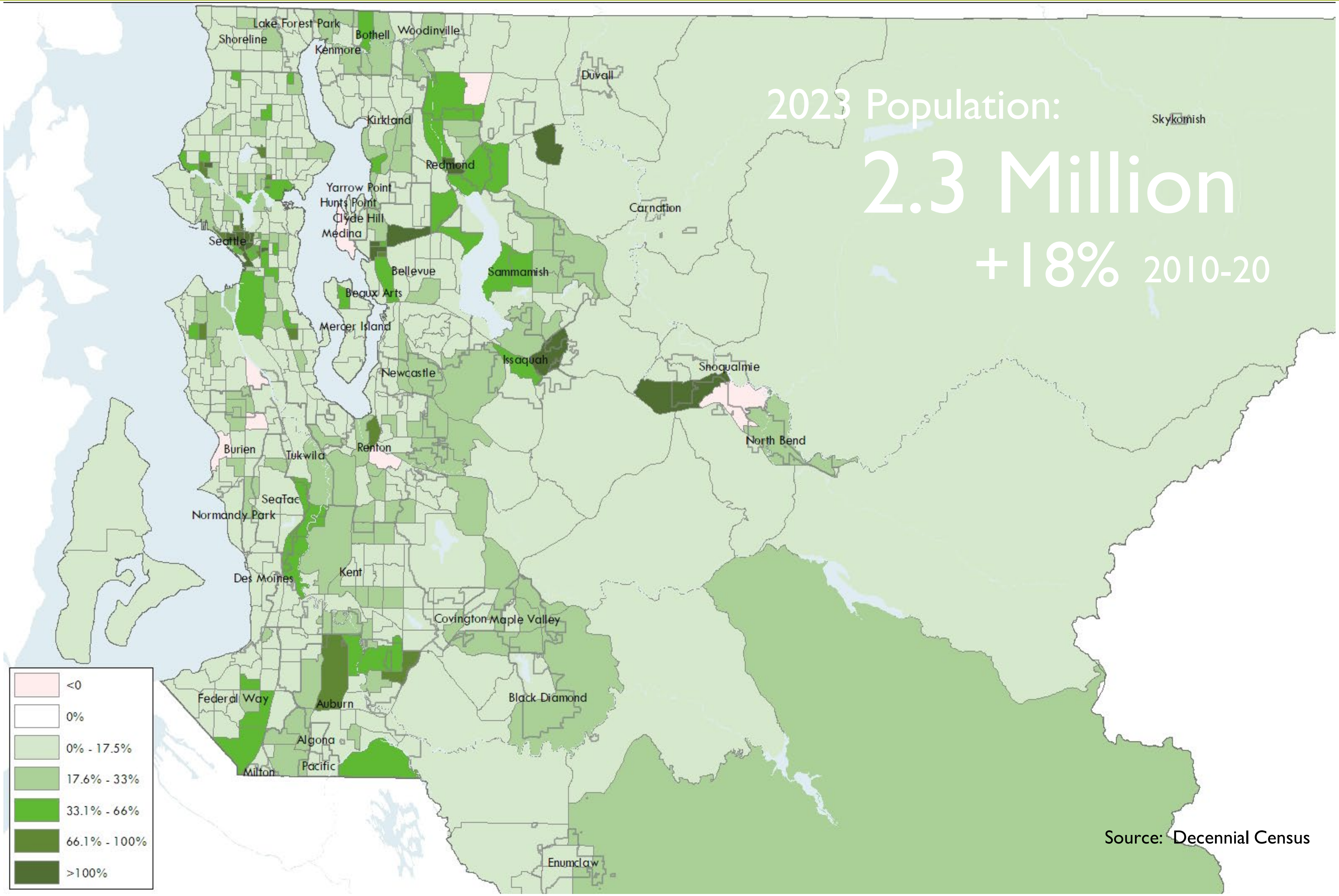
- Serves approximately **227,000 people**.
- In 2024, Valley Regional Fire Authority responded to over **18,500 calls** with an average response time of **5.27 minutes**.
- In 2023, the survival rate for cardiac arrest was **48%**.

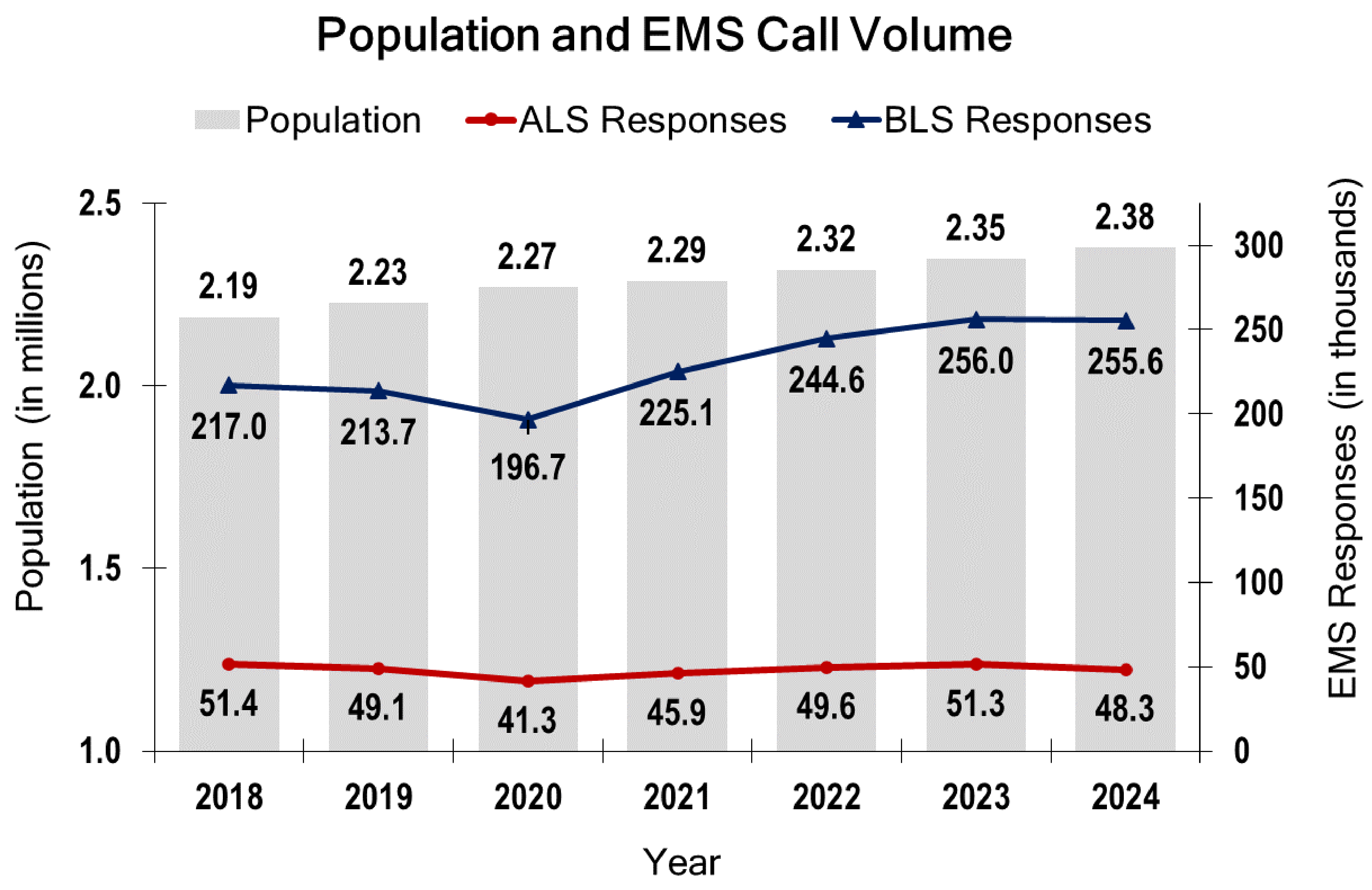
What happens when you dial 9-1-1?

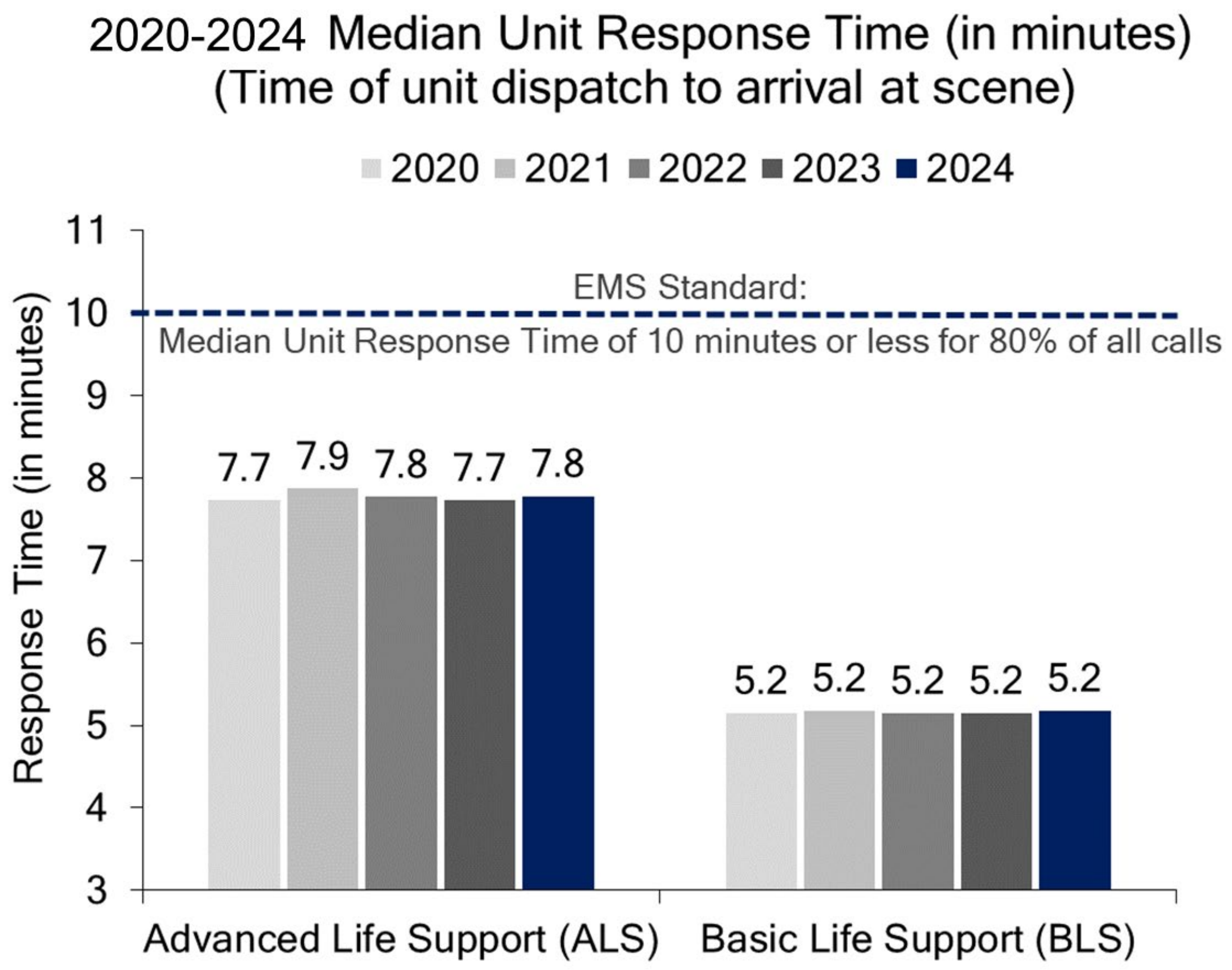
Why does our system work so well?

Achieve high survival rates because of the unique configuration of our system. It includes the following key components:

- <u>Regional system</u> based on partnerships.
- <u>Uses a tiered response model</u> founded on medicine and science.
- <u>Equity-driven</u> and committed to providing high-quality care.
- <u>Uses innovative strategies</u> to obtain superior medical outcomes and continually improve.
- <u>Funded by an EMS levy</u> which has proven to be reliable and stable.

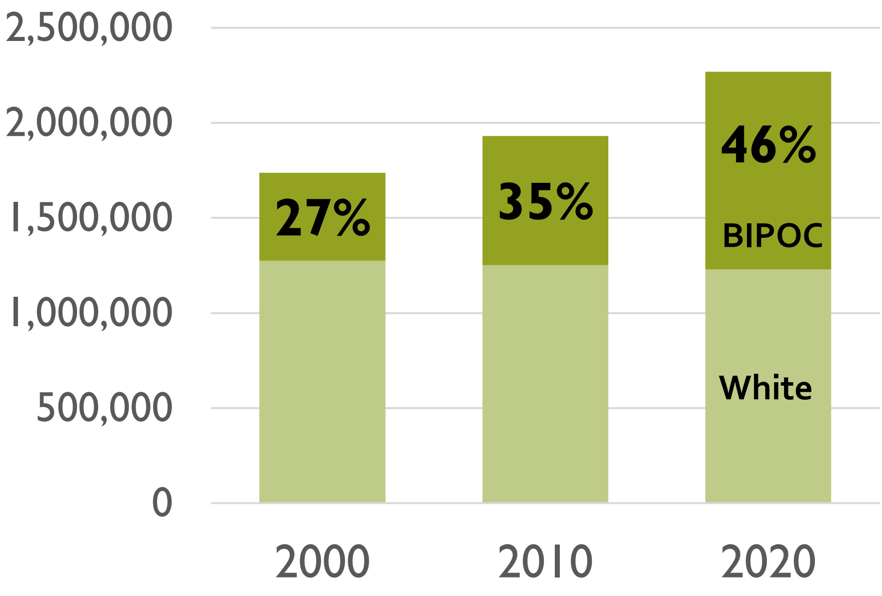

2023 Population:
2.3 Million
+18% 2010-20
Lake Forest Park
Shoreline
Bothell
Woodinville
Kenmore
Duvall
Skykomish
Kirkland
Redmond
Yarrow Point
Hunts Point
Clyde Hill
Medina
Carnation
Seattle
Bellevue
Sammamish
Beaux Arts
Mercer Island
Issaquah
Newcastle
Snoqualmie
North Bend
Burien
Tukwila
Renton
SeaTac
Normandy Park
Des Moines
Kent
Covington
Maple Valley
Federal Way
Auburn
Black Diamond
Algona
Pacific
Milton
Enumclaw
<0
0%
0% - 17.5%
17.6% - 33%
33.1% - 66%
66.1% - 100%
>100%
Source: Decennial Census


Population and EMS Call Volume
Population
ALS Responses
BLS Responses
Population (in millions)
EMS Responses (in thousands)
2.5
2.0
1.5
1.0
300
250
200
150
100
50
0
2.19
2.23
2.27
2.29
2.32
2.35
2.38
217.0
213.7
196.7
225.1
244.6
256.0
255.6
51.4
49.1
41.3
45.9
49.6
51.3
48.3
2018
2019
2020
2021
2022
2023
2024
Year

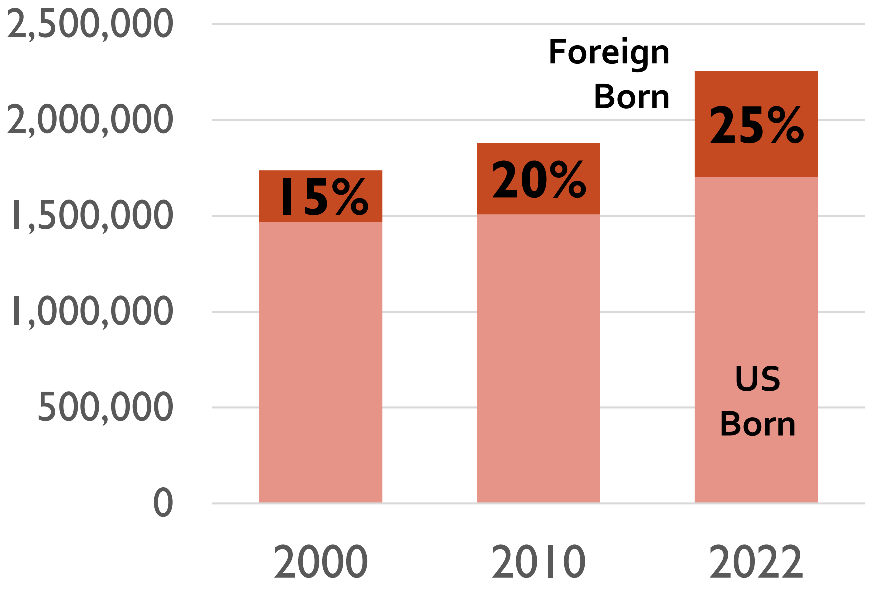

2020-2024 Median Unit Response Time (in minutes)
(Time of unit dispatch to arrival at scene)
2020 2021 2022 2023 2024
Response Time (in minutes)
11
10
9
8
7
6
5
4
3
EMS Standard:
Median Unit Response Time of 10 minutes or less for 80% of all calls
7.7 7.9 7.8 7.7 7.8
5.2 5.2 5.2 5.2 5.2
Advanced Life Support (ALS)
Basic Life Support (BLS)

Increasing Diversity

100% of net population growth 2010-20 was in Communities of Color, particularly Asian, Hispanic, and Multiracial communities

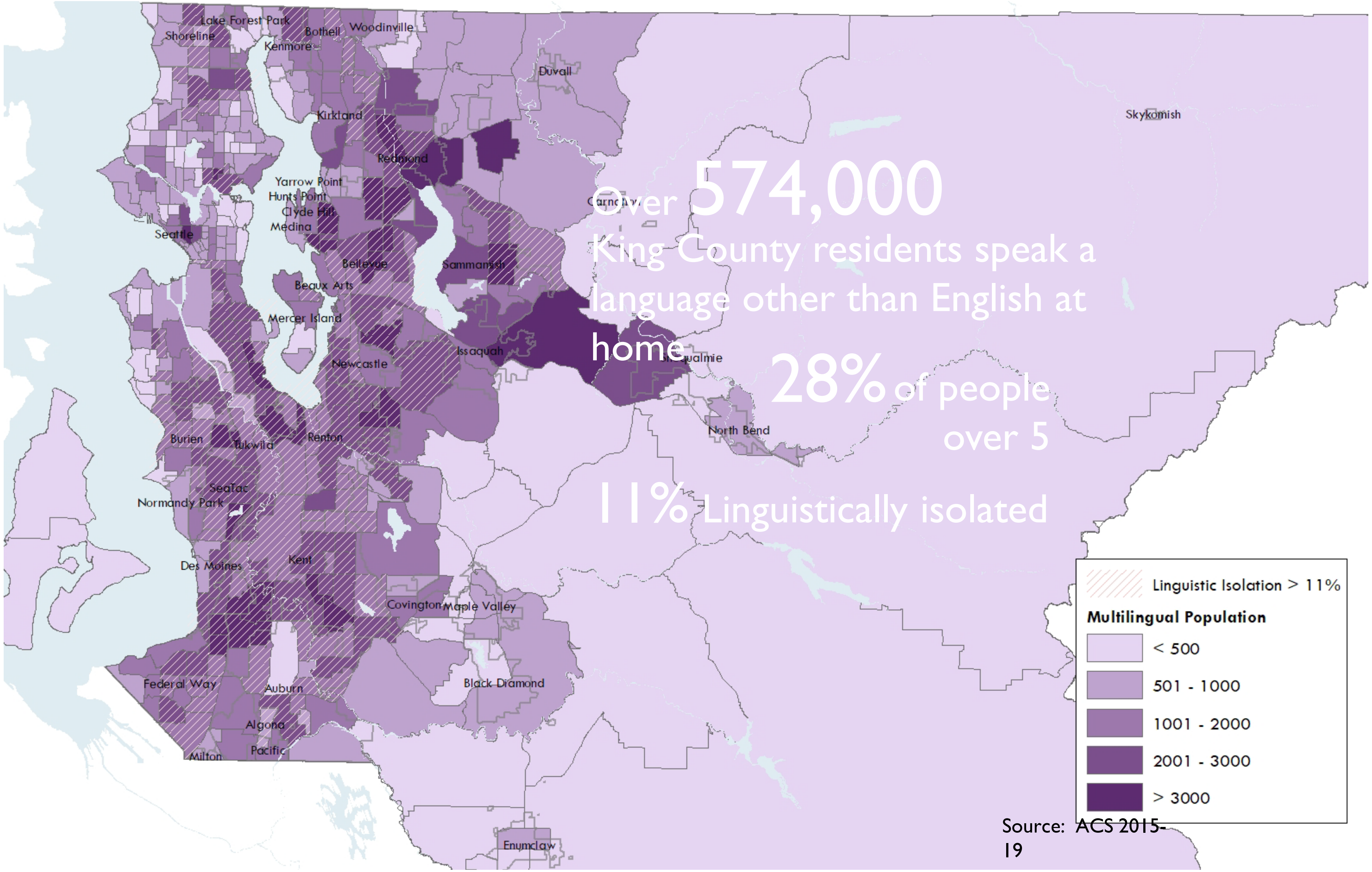


King County Residents born outside the US increased 48% 2010-22



Source: Decennial Census, ACS 2018-22

Multilingual Population



Over 574,000 King County residents speak a language other than English at home

28% of people over 5

11% Linguistically isolated

Source: ACS 2015-19

Creating the next Strategic Plan

- Identify our programmatic needs.
- Develop our financial plan.
- Provide sufficient reserves.
- Recommend levy length, rate and ballot timing.

2020-2025 Medic One/EMS levy facts

- 6-year levy
- Starting rate of 26.5 cents/$1,000 AV
- Generate $1.115 billion over 6 years (Seattle/King County split)
- KC programs funded by levy ($664.2m):
  - Advanced Life Support (ALS) - paramedic services
  - Basic Life Support (BLS) - FF/EMT services
  - Regional Services - core programs that support direct services
  - Strategic Initiatives - pilot projects
  - Reserves - unanticipated expenses
- Cost to the homeowner (2020): $159*

* $600,000 King County median home price in 2020 per UW Washington Center for Real Estate Research

EMS Advisory Task Force

- Governing body: **20 elected officials** and decision-makers
- Representatives:
  - Cities with 50,000+ in population (11)
  - Sound Cities Assn (3)
  - Fire Commissioners (3)
  - King County Council (2)
- Chaired by KC Executive Office (1)
- Four Subcommittees (chaired by a TF member): ALS, BLS, Regional Services, and Finance

KEY TASK FORCE RECOMMENDATIONS

ALS Subcommittee Recommendations

1. CONTINUE using the ALS allocation to determine ALS costs. Inflate annually using CPI-W +1%, and appropriate vehicle inflator.

2. INCLUDE a "place holder" in the Financial Plan to potentially fund a 12-hour unit in the 3rd (2028) and 5th (2030) years of the levy.

3. CONTINUE using reserves and contingencies to cover costs that fall outside the allocation.

BLS Subcommittee Recommendations

1. INCREASE total BLS funding by $5 million in the first year of the levy:

- a. $3 million to BLS Basic Allocation.
- b. $2 million to Mobile Integrated Healthcare (MIH).

2. INFLATE funding annually at CPI-W + 1%.

3. DISTRIBUTE NEW BLS funding and annual increases using a more equitable distribution methodology of 60% call volume/40% AV.

4. SUPPORT mental wellness and equity and inclusion efforts proposed by the King County Fire Chiefs Association.

Regional Services/ Strategic Initiatives Subcommittee Recommendations

1. **CONTINUE delivering programs** that provide essential support to the system.

2. **ENHANCE programs** to meet regional needs, including

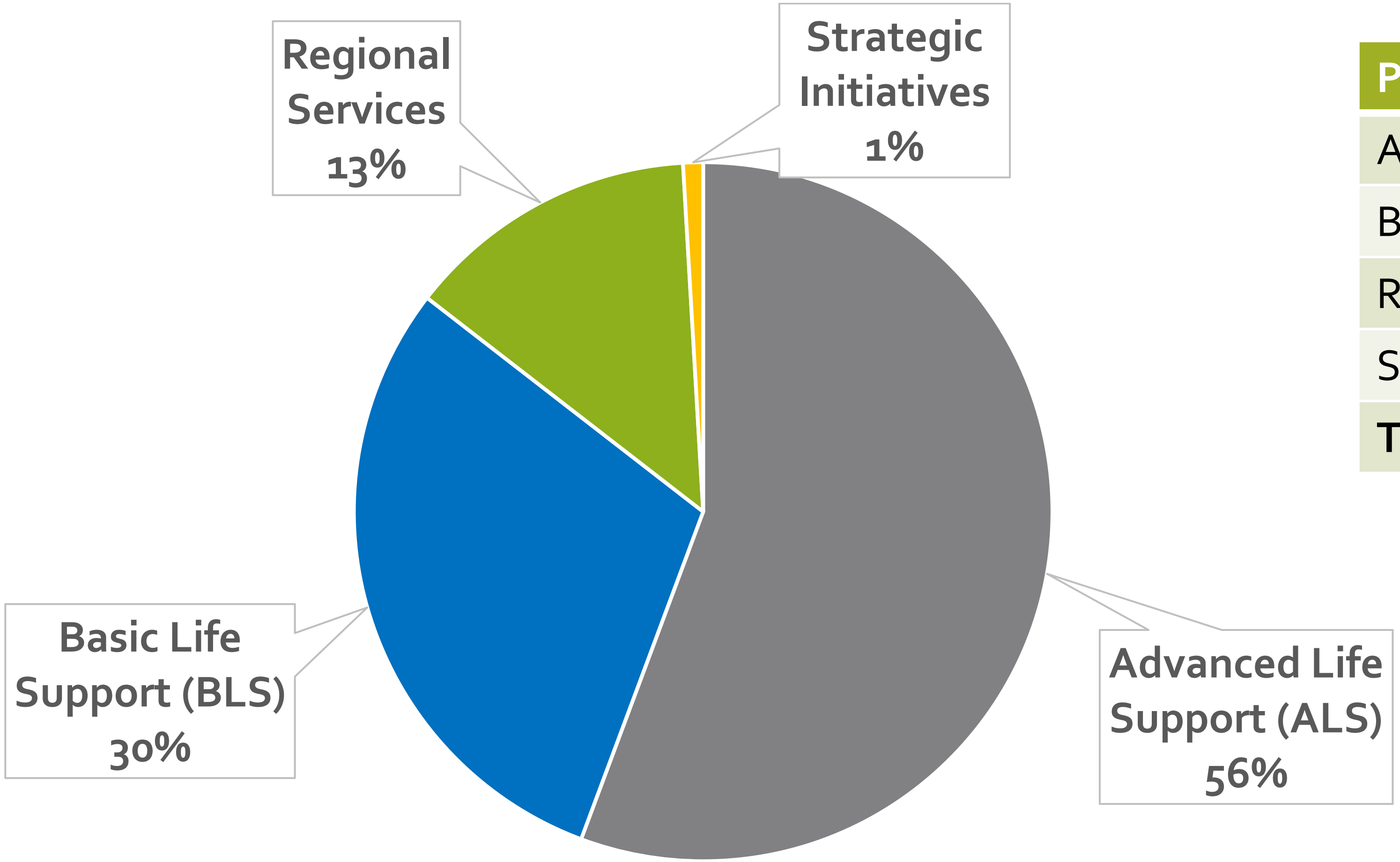
   - expanding Initial EMT Training
   - renewing the Telephone Referral Program.

3. **MAINTAIN AND DEVELOP Strategic Initiatives** that leverage previous investments made by the region to improve patient care and outcomes:

   - Continue ECHO (Community-based partnerships)
   - Continue PRIME (Data systems improvements)
   - New: Emergency Medical Dispatch (technical improvements)

KC EMS Programs

DISTRIBUTION BY PROGRAM – KC EMS Fund



Program	$s in millions
ALS	$511.8
BLS	$273.9
Reg'l Svcs	$124.9
SI	$8.5
TOTAL	**$919.1**

Valley Regional Fire Authority Funding

2025 total	2026 estimated
$1.69 million of which $272K is MIH	$2.07 million of which $404K is MIH

Finance Subcommittee Recommendations

1. **CONDUCT a risk analysis** to determine appropriate reserve funding to help safeguard the Medic One/EMS system from unforeseen financial risk.

2. **INCORPORATE sufficient reserves and contingencies** to mitigate financial risk and provide flexibility.

MAIN DRIVERS – REVENUES

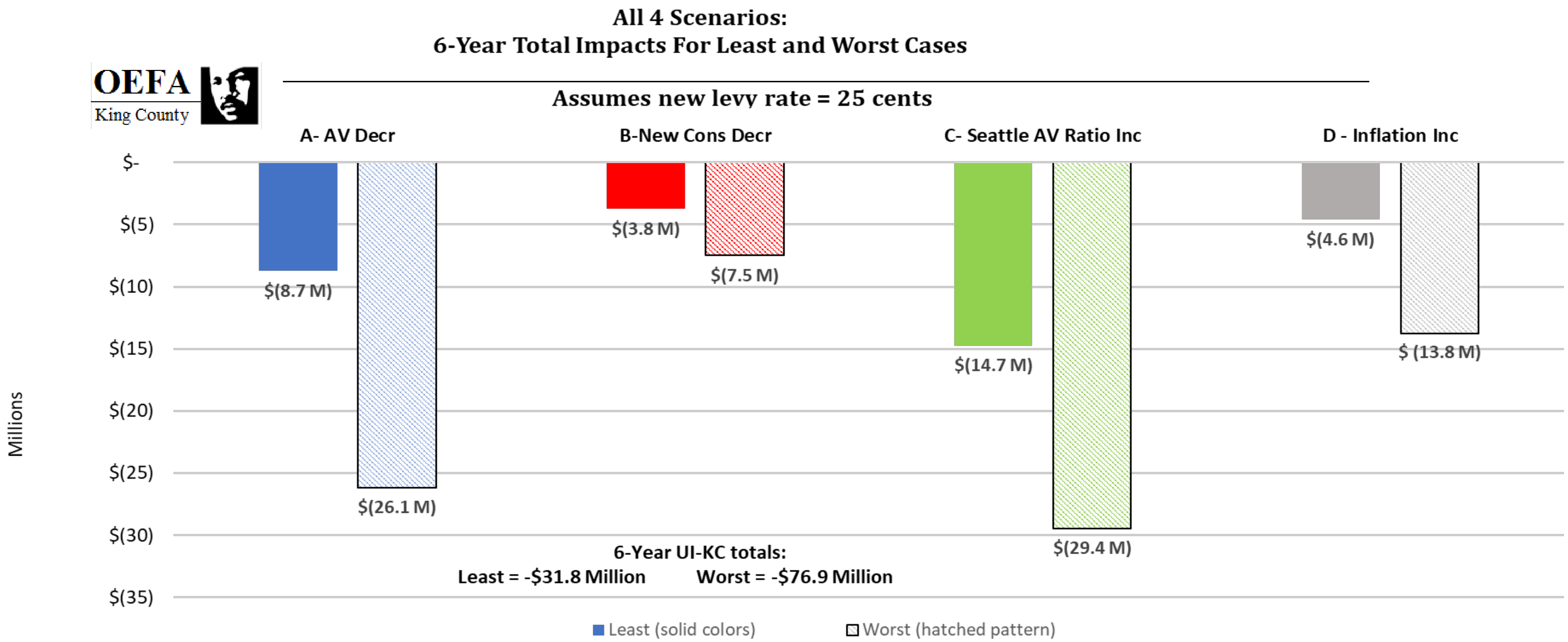
- Beginning Assessed Valuation (AV) determine starting level of new levy
- New Construction levels
- Split between Seattle and King County (based on AV)
- Amount of reserves to carry forward from 2020-2025 levy

MAIN DRIVERS – Expenditures & Reserves

- Number of ALS units and cost per unit
- Cost escalators (inflators)
- Adds of new or enhanced services and funding

- Reserves and Contingencies

Risk Analysis / What-If Scenarios
King County Impact for 25.0 cent levy



Recommended 2026-2031 EMS Levy
Financial Summary

Financial Summary	Total *(in millions)*
Total Expenditures	$1,438.0
Reserves (Programmatic & Rainy Day)	$67.7
TOTAL Expenditures & Reserves	**$1,505.7**
2026-2031 Property Tax Forecast (*25 cent levy rate*)	$1,470.8
Other Revenues (KC EMS Fund)	$17.5
Carryforward from 2020-2025	$64.4
TOTAL Available Revenues	**$1,552.7**
Funds available for KC Supplemental/Economic Reserves	$47.0

Risk Analysis Range: Least = -$31.8 Million Worst = -$76.9 Million

Recommended 2026-2031 EMS Levy

(in millions)

FINANCIAL PLAN	Seattle	KC EMS	Total
Property Taxes	$518.9	$951.9	$1,470.8
Other Revenues (KC EMS Fund)		$17.5	$17.5
Carryforward from 2020-2025		$64.4	$64.4
TOTAL Revenue	**$518.9**	**$1,033.8**	**$1,552.7**
Total Expenditures	$518.9	$919.1	$1,438.0
Reserves		$67.7	$67.7
TOTAL Expenditures with Reserves	**$518.9**	**$986.8**	**$1,505.7**
KC Supplemental/Economic Reserves		$47.0	$47.0

Risk Analysis Range: Least = -$31.8 Million Worst = -$76.9 Million

Finance Subcommittee Recommendations

1. **CONDUCT a risk analysis** to determine appropriate reserve funding to help safeguard the Medic One/EMS system from unforeseen financial risk.

2. **INCORPORATE sufficient reserves and contingencies** to mitigate financial risk and provide flexibility.

3. **SUPPORT forwarding a Financial Plan**, with expenditures and reserves projected at $1.5 billion over the six-year span, and a 25-cent levy rate.

Summary:

- ✓ **Supported subcommittee programmatic recommendations**
- ✓ **Levy Rate:** 25.0 cents
  - ✓ Annual cost to the homeowner: $211 (average $844,000 home)
- ✓ **Length**: 6 years (2026-2031)
- ✓ **Ballot Timing:** General Election in Nov 2025

QUESTIONS?

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5819 (Gaub)
A Resolution designating the person serving in the position of the Sanitary Sewer Engineer and person serving in the position of the Utilities Engineering Manager as representatives to serve on the Metropolitan Water Pollution Abatement Advisory Committee

Meeting Date:
April 21, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5819.)

Department:
Public Works

Attachments:
Resolution 5819

Budget Impact:

Administrative Recommendation:
City Council adopt Resolution No. 5819.

Background for Motion:
This committee is formed of the agencies that deliver wastewater to the King County sewer system for treatment and advises King County on wastewater issues impacting our customers and shares information. The City has been and continues to be an active member of this Committee and this resolution will identify the city's representative and alternate to serve on this committee consistent with RCW 35.58.210.

Background Summary:
Resolution No. 5108, adopted on October 20, 2014, authorized the Public Works Committee to appoint a representative and an alternate to serve as the City of Auburn's representatives at the Metropolitan Water Pollution Abatement Advisory Committee (MWPAAC). This resolution repealed previous Resolution Nos. 2971 (passed in 1998) and 4015 (passed in 2014), which appointed representatives and established the method of appointments to MWPAAC.

MWPAAC is a committee, established under RCW 35.58.210, of the agencies that deliver wastewater to the King County sewer system for treatment, and MWPAAC serves as an advisor to King County for issues relating to wastewater treatment and conveyance as well as acts as a forum for sharing information and notifying agencies of regulatory requirements. MWPAAC has also formed subcommittees to provide opportunities for member agencies to evaluate and provide recommendations on technical, financial, and policy information received from King County Wastewater Treatment Division that is important to the interests of the member agencies. The Chair of each Subcommittee is required by MWPAAC's bylaws to be formally appointed by their agency as a MWPAAC representative or alternate.

Since 2014, Sanitary Sewer Engineer Robert Elwell has been serving as our alternate member as previously appointed by the Public Works Committee in 2014. Other representatives appointed by the Public Works Committee are no longer with the City and the Public Works Committee no longer exists, therefore, an update of the appointed representatives is needed by the Council.

To continue to benefit the City in its representation at MWPAAC, staff recommend that the person serving in the position of the City's Sanitary Sewer Engineer, currently Robert Elwell, be the standing representative at MWPAAC and the person serving in the position of the City's Utilities Engineering Manager, currently Ryan Vondrak, be the alternate. These positions provide the technical expertise for the complex and technical items that come before this Committee.

Resolution No. 5819 authorizes the Council to designate the person serving in the position of the City's Sanitary Sewer Engineer and the person serving in the position of the City's Utilities Engineering Manager as representatives to serve on the Metropolitan Water Pollution Abatement Advisory Committee.

Councilmember: Tracy Taylor **Staff:** Ingrid Gaub

RESOLUTION NO. 5819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DESIGNATING THE PERSON SERVING IN THE POSITION OF THE SANITARY SEWER ENGINEER AND PERSON SERVING IN THE POSITION OF THE UTILITIES ENGINEERING MANAGER AS REPRESENTATIVES TO SERVE ON THE METROPOLITAN WATER POLLUTION ABATEMENT ADVISORY COMMITTEE

WHEREAS, RCW 35.58.210 provides that each metropolitan municipal corporation authorized to perform water pollution abatement shall establish a Metropolitan Water Pollution Abatement Advisory Committee (MWPAAC) to be composed of representatives of each component city and county within such metropolitan municipal corporation; and

WHEREAS, RCW 35.58.210 further provides that the function of the MWPAAC shall be to advise the metropolitan council in matters relating to wastewater and wastewater treatment, and

WHEREAS, RCW 35.58.210 further provides that the legislative body of each component city and county shall appoint its member representative; and

WHEREAS, the City Council finds it to be in the best interest of the City to be represented at MWPAAC by means of a representative and one or more alternate representatives; and

WHEREAS, in 2014, through Resolution 5108, the City Council Public Works Committee appointed a representative and an alternate representative to serve on the MWPAAC, and

WHEREAS, the City Council desires to change the designated representative to be the person serving in the position of the City's Sanitary Sewer Engineer and the alternate representative to be the person serving in the position of the City's Utilities Engineering Manager;

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

Section 1. The City Council is hereby authorized to appoint the person serving in the position of the City's Sanitary Sewer Engineer as the City of Auburn's representative and the person serving in the position of the City's Utilities Engineering Manager as the alternate representative to the MWPAAC, and their successors, repealing Resolution No. 5108.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _________________, 2025.

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5822 (Gaub)
A Resolution authorizing the Mayor to execute and administer agreements accepting supplemental grant funds from the Washington State Department of Transportation and Federal Highway Administration for three projects: 1) Auburn Way S widening (Hemlock Street SE to Poplar Street SE); 2) 1st Street NE/NW and N Division Street pedestrian improvements; and 3) A Street SE preservation (37th Street SE to Lakeland Hills Way)

Meeting Date:
April 21, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5822.)

Department:
Public Works

Attachments:
Resolution 5822

Budget Impact:

Administrative Recommendation:
City Council adopt Resolution No. 5822.

Background for Motion:
This resolution authorizes the Mayor to enter into agreements to accept and utilize supplemental FHWA grant funds for 3 separate projects in the amounts of $2,449,913 for Auburn Way S Widening (Hemlock Street SE to Poplar Street SE), $6,500 for 1st Street NE/NW and N Division Street Pedestrian Improvements, and $660,650 for A Street SE Preservation (37th Street SE to Lakeland Hills Way).

Background Summary:
Resolution No. 5822 authorizes the Mayor to enter into agreements to accept and utilize supplemental FHWA grant funding awarded to the City totaling $3,117,063 to support the implementation of the following projects:

- Auburn Way S Widening (Hemlock Street SE to Poplar Street SE) – $2,449,913 for construction
- 1st Street NE/NW and N Division Street Pedestrian Improvements - $6,500 for design
- A Street SE Preservation (37th Street SE to Lakeland Hills Way) - $660,650 for construction

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AGREEMENTS ACCEPTING SUPPLEMENTAL GRANT FUNDS FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND FEDERAL HIGHWAY ADMINISTRATION FOR THREE PROJECTS: 1) AUBURN WAY S WIDENING (HEMLOCK STREET SE TO POPLAR STREET SE); 2) 1ST STREET NE/NW AND N DIVISION STREET PEDESTRIAN IMPROVEMENTS; AND 3) , A STREET SE PRESERVATION (37TH STREET SE TO LAKELAND HILLS WAY)

WHEREAS, the City applied for, and has been awarded, supplemental grant funding for three projects (Projects) that will design and construct improvements to the City's transportation systems;

WHEREAS, the Projects are included in the City's Transportation Improvement Program (TIP) as follows:

1) Auburn Way S Widening (Hemlock Street SE to Poplar Street SE)(R-4)

2) 1st Street NE/NW and N Division Street Pedestrian Improvements (N-5)

3) A Street SE Preservation (37th Street SE to Lakeland Hills Way)(P-10); and

WHEREAS, the total supplemental grant funding awarded for the Projects is approximately $3,117,063.

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

Section 1. The Mayor is authorized to execute and administer three grant agreements with the Washington State Department of Transportation for a total of $3,117,063 or any other amount authorized by WSDOT for the Projects.

Section 2. The Mayor is authorized to negotiate, enter, and administer agreements to spend the grant funds for the Projects, and to implement other administrative procedures necessary to carry out the directives of this legislation.

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

Dated and Signed this _____ day of ______________, 2025.

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5823 (Krum)
A Resolution approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute agreements between the City of Auburn and Flight Club Foundation, the City of Auburn and Emerald Downs Racing LLC, and the City of Auburn Parks and Recreation Department for the purpose of tourism, marketing, and hotel rooms for Tourism Events

Meeting Date:
April 21, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5823.)

Department:
Community Development

Attachments:
Resolution No. 5823 - Legal final, Contract for Flight Club Foundation, Flight Club Foundation LTAC Grant Application, Contract for Emerald Downs Racing LLC, Emerald Downs Racing LTAC Grant Application, Petpalooza - LTAC Grant Application, Veterans Day Parade - LTAC Grant Application

Budget Impact:
+$9,000 2025 Budget
Estimated 2025 Ending Fund Reserve Balance $495,682

Administrative Recommendation:
City Council to adopt Resolution No. 5823.

Background for Motion:
The Lodging Tax Advisory Committee (LTAC) received several grant applications including the four that were unanimously approved by the LTAC Committee on March 19th from The Flight Club Foundation, Emerald Downs Racing LLC, and the City of Auburn Parks and Recreation Department. This Resolution will help fund popular tourism events in 2025 including the Veterans Day Parade and Petpalooza.

Background Summary:
Resolution No. 5823 approves the Lodging Tax Advisory Committee (LTAC) recommendation of Lodging Tax Grant Fund disbursement and authorizes the Mayor to enter into a contract with the Flight Club Foundation for $10,000, Emerald Downs Racing LLC for $8,000 and authorize internal transfer of funds to the Parks and Recreations Department for the marketing of the Veterans Day Parade and Petpalooza in the amount of $18,000.

All LTAC grant fund applications being presented were received by 5:00 p.m. March 7th, 2025. The LTAC met on March 19th and voted unanimously to approved funding for the four applications listed above.

The contracts attached to the Resolution provides $18,000 that is fully funded through the Lodging Taxes that are collected under Auburn City Code (ACC) Chapter 3.58 and $18,000 for an internal funding agreement with the Parks and Recreation Department that is also fully funded through the Lodging Taxes that are collected under ACC Chapter 3.58.

In 2024 the City of Auburn received $202,721 in Lodging Taxes collected by the state. The 2025 approved budget show $177,100 available for the Lodging Tax Advisory Committee (LTAC) to allocated. The LTAC has requested to have funding equal to the 2024 collected taxes. This would be completed by approving a transfer from their reserve account in the amount of $25,621.00.

As of the LTAC Meeting in March, the committee has approved $186,000 in grant funding so far this year. Additional funds are needed to fund the approved grants and additional applications as they are received through the rest of 2025.

Councilmember: Tracy Taylor **Staff:** Jason Krum

RESOLUTION NO. 5823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE LODGING TAX GRANT DISBURSEMENTS RECOMMENDED BY THE AUBURN LODGING TAX ADVISORY COMMITTEE AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS BETWEEN THE CITY OF AUBURN AND FLIGHT CLUB FOUNDATION, THE CITY OF AUBURN AND EMERALD DOWNS RACING LLC, AND THE CITY OF AUBURN PARKS AND RECREATION DEPARTMENT FOR THE PURPOSE OF TOURISM, MARKETING, AND HOTEL ROOMS FOR TOURISM EVENTS.

WHEREAS, pursuant to RCW 67.28, on June 4, 2001 the Auburn City Council adopted Ordinance 5554 which established Chapter 2.76 of the Auburn City Code and the Lodging Tax Advisory Committee (LTAC); and

WHEREAS, the purpose of the LTAC was to consider the creation and imposition of lodging tax and to provide recommendations to City Council on how lodging taxes that are collected will be spent; and

WHEREAS, pursuant to RCW 67.28 and RCW 82.02, on August 6, 2001 the Auburn City Council adopted Ordinance 5561 which established Chapter 3.58 of the Auburn City Code and the authority to levy a special excise tax of one percent on the sale of or charge made for the furnishing of lodging in Auburn; and

WHEREAS, lodging taxes collected under Chapter 3.58 of the Auburn City Code are placed in a special fund to be used solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition or tourism-related facilities, or operation of tourism-related facilities or to pay for any other uses authorized in RCW 67.28; and

WHEREAS, the City of Auburn seeks to enter into a contract with the Flight Club Foundation for the purposes marketing and advertising the World Parrot Expo (attached); and

WHEREAS, the City of Auburn seeks to enter into a contract with the Emerald Downs Racing LLC for the purposes purchasing hotel rooms for the Indian Relay Race event (attached); and

WHEREAS, the City of Auburn seeks to fund the marketing and advertising for the Veterans Parade and Petpalooza events (attached) to be facilitated by an internal funding transfer; and

WHEREAS, the scope of services set forth in the Attachments was presented to the LTAC through a Loging Tax Grant Fund Application for Fiscal Year 2025 during a publicly noticed meeting that occurred on Wednesday, March 19th, 2025; and

WHEREAS, the LTAC cast a unanimous vote in support of the City entering into a contracts to fund advertising, marketing and hotel stays; and

WHEREAS, the contracts are fully funded through lodging taxes that are collected and held in the special fund established in Chapter 3.58 of the Auburn City Code.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and Flight Club Foundation, which agreement will be in substantial conformity with the agreement attached hereto.

Section 2. The Mayor is authorized to execute an Agreement between the City and Emerald Down Racing LLC, which agreement will be in substantial conformity with the agreement attached hereto.

Section 3. The Mayor is authorized to implement those administrative procedures necessary to fund the marketing and advertising for the Veterans Parade and Petpalooza events, in conformity with the grant applications attached hereton.

Section 4. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 5. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: ______________________

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

PROFESSIONAL SERVICES AGREEMENT
FOR 2025 VISITOR AND TOURISM FOR
Flight Club Foundation

This Professional Services Agreement ("Agreement") made and entered into this __day of April, 2025, by and between the City of Auburn, a Washington municipal corporation ("City"), and Flight Club Foundation ("Contractor"). The City and the Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this agreement.

Flight Club Foundation
31425 52nd Ave S
Auburn, WA 98001
(253) 951-4452

City of Auburn
25 W Main Street
Auburn, WA 98001
(253) 931-3000

The Parties agree as follows:

1. **TERM**. The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2025. ("Term").

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Auburn business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantially or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 90 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit B attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit B, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, a digital version (pdf) including a description of what Services have been performed, the name of the personnel performing such Services, any hourly labor charge rate for such personnel, and the purchase order number (PO#). The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor 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 the Contractor 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 the Contractor and the City, its officers, officials, employees, and volunteers, the

Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The Contractor 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 the Contractor, its agents, representatives, or employees.

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

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

a. 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.

b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

b. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

c. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

6.7 Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

6.9 City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. BOOKS AND RECORDS. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and

agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. <u>CONFLICT OF INTEREST.</u> It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. <u>EQUAL OPPORTUNITY EMPLOYER.</u> In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. <u>GENERAL PROVISIONS.</u>

12.1 <u>Interpretation and Modification.</u> This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF AUBURN	FLIGHT CLUB FOUNDATION
______________________	___________________________
Nancy Backus, Mayor	Debra Goodrich
______________________	___________________________
Date	Date

ATTEST:

____

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

____

Jason Whalen, City Attorney

EXHIBIT A
SERVICES

The Service Provider shall implement a marketing promotion program in 2025 for the City of Auburn which shall include:

The $10,000.00 is earmarked as follows:

Auburn Lodging Tax funds will support the Flight Club Foundation to promote the World Parrot Expo occurring on September 27th and 28th. Funding is for marketing promotions, advertising, and support administration and operations of the World Parrot Expo.

See proposal for additional details.

Not more than 10% of any lodging tax grant will be reimbursed for items bought by the contractor and subsequently kept by organization members, planners, organizers, promoters, or others. These items could include all types of clothing, hats, and/or other objects.

The City shall have the right to review and make suggestions to advertisements, banners, questionnaires and other materials and services provided in connection with this Contract.

The Service Provider shall provide the City with copies of all materials developed pursuant to this Contract. The copies of these materials shall meet the requirement of City ownership of work product as referenced in Section 7 of this contract. All material will be printed no later than December 26, 2025.

The Service Provider shall provide a written summary report of the work completed in 2025 as well as any and all other reports, documents and receipts requested by the City no later than December 31, 2025.

ACKNOWLEDGEMENT OF LODGING TAX FUNDING:

All advertising must include an acknowledgement that “The advertising is made possible, in part, by a City of Auburn.”

EXHIBIT B
Compensation

The City shall pay to the Service Provider, as compensation for the services described above, a total amount of not to exceed Ten Thousand Dollars ($10,000) payable upon receipt of reimbursable receipts. Compensation will be completed through reimbursement for approved services, and final payment may be held by the City until all reports are received. Requests for reimbursement may be made on a monthly basis, but must be received by the City no later than December 26, 2025. Only those services rendered within the term of the contract and received by December 26, 2025 are reimbursable.

7. APPLICATION FOR LTAC GRANT FUNDING

1. **Project Information**
   a. **Project**

Project Name: WORLD PARROT EXPO

Amount of Lodging Tax Funding Requested: $ 10,000
(Amount Requested must match Project Budget column a "Lodging Tax Funding Requested")

Total Project Cost: $50,000
(Total Project Amount must match Project Budget column c "Total Project Cost")

b. **Applicant Organization**

Name of Applicant Organization: FLIGHT CLUB FOUNDATION

Mailing Address: 31425 52ND AVE S.
AUBURN, WA 98001

Tax ID Number: 35-2462010

Organization Unified Business Identifier (UBI): 603-251-326

UBI Expiration Date: 12-31-2025

Type of Organization: 501 c (3) licensed parrot humane society + nonprofit organization.
(Non-profit, For-profit, Municipality, Private business, etc.)

c. **Contact:**

Name: DEBBIE (DEBRA) GOODRICH

Title: PRESIDENT AND CEO

Telephone: 253-951-4452

Email: debbie@parrotambassadors.com; flightclubfoundation@gmail.com

Signature: [signature]

The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used only for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

2. Project Description

a. Event Date(s): SEPT 27+ 28, 2025

b. Event Location: EMERALD DOWNS, AUBURN, WA.

c. If there is a charge or fee for this activity, please describe how much and why.

ADMISSION/PARKING FREE.

d. Please provide a detailed, yet concise **scope of work (mandatory)** and/or proposed project/activity. Include information on the area the project will serve, its expected impact and list the responsible party(s).

World Parrot Expo is a continuation of our growing, annual fundraising effort previously funded by LTAC called Seattle Parrot Expo. The growth in attendance of exhibitors and attendees called for a move to Emerald Downs. In addition our scope of attendees attending from all over the world called for a name change. We saw 2,000 people at Seattle Parrot Expo in 2022-2024. The global market and professionals flying in will have Auburn as the "parrot destination" of the world.

3. Beneficiaries

Please list and provide specific information regarding all individuals, businesses, areas, or organizations that will directly benefit from the project/activity.

HOTELS, AIR BNB, TAXI'S, TRANSPORTATION, MUCKLESHOOT INDIAN TRIBAL SUPPORT book approximately 50 people for 3 night stays guaranteed RESTAURANTS IN SURROUNDING area benefit as locals driving to and from the event daily will enjoy All that Auburn offers.

4. Tourism Benefit

a. Estimate how the funds will increase the amount of people traveling to Auburn to stay overnight in paid accommodations.

If we are granted the full $10,000 request, not only can we advertise on the Billboards of the I-5 corridor, we can also advertise in the Seattle Times for Auburn being the destination location.

b. Estimate how the funds will increase the amount of people traveling to Auburn from more than 50 miles from their residences.

Advertisement does not have a direct relationship to exact attendance however, the more advertising we do for the event, the more who typically attend especially as this event is target as a "free, family event for all"

c. Estimate how the funds will increase the amount of people traveling to Auburn from outside their state or country.

We advertise on the national scale as well. The LTAC relieves our funding at the local level for our funds to advertise nationally and internationally. We already committed to national advertising $1200.

5. Goals/Monitoring

Describe the goals of the project. Will the project result in an increase in overnight stays by visitors in Auburn? If so, how will this increase be tracked and monitored? How will an increase in the sale of goods and services as a result of the project be measured? What other short or long-term economic benefits will occur and how will that be tracked? Why do you believe those project/activity outcomes are feasible?

Note - Applicants will be required to submit a post-funding report providing pertinent data evaluating tourism benefits resulting from the use of lodging tax funds as compared with the estimates contained in this application.

PROJECT GOALS:

1) HAVE CITY OF AUBURN BECOME A DESTINATION LOCATION TO BRING INTERNATIONAL DIGNITARIES TO OUR EVENT.

2) BECOME A GLOBAL EVENT THAT DRAWS INCREASING INTEREST IN FUNDING PARROT RESEARCH INCLUDING BUT NOT LIMITED TO PROPERLY ADDRESSING THE CURRENT CLIMATE CRISIS.

3) INCREASE ~~ATTENEES~~ ATTENDEES, ESPECIALLY MARGINALIZED COMMUNITIES WHO CANNOT AFFORD TO GO TO ZOOS TO SEE THE DIVERSE ANIMALS OF THE WORLD.

MEASURES: WEBSITE CLICKS / ATTENDEE REG. CLICK COUNT AT DOOR. ROOM BOOKINGS. FACEBOOK/SOCIAL MEDIA VIEWS.

6. Funding Requirements

Due to funding constraints, partial funding may be recommended by the LTAC. If partial funding is received, how will that impact the project/activity? Please describe:

if partial funding is received, it lowers our ability to advertise. We would have to choose between the corridor billboards or Seattle Times, not both. If no funding, potentially no corridor ads.

7. Use of Funds

Provide detail on how the funds will be used. For example, $20,000 of the funds will be used for marketing, $5,000 for administration, $10,000 for Consultants, etc.

The funds will be 100% utilized for billboard on I-5 ads: $5,000 earmarked from 2023/2024.

Then earmark cost ad in Seattle Times NW. $5,000.

The more funding given the bigger ads including Auburn we can do.

8. Project Budget (for non-capital projects). Do not include in-kind contributions.

Income: A diversified funding base is important to the success of any project. Please list all other sources of funding for the project, both anticipated and confirmed and when that funding will be available to the project. Include your own funding, sponsorships, other grants, etc.

Funding Source: List all revenue sources anticipated for 2025. Do not include requested Lodging Tax Funds	**Amount**	**Confirmed Yes/No**	**Date Available**
PAT PALMER GRANT	$40,000	yes	APRIL 30 2025
EXHIBITOR/SPONSOR SALES	$5-10,000	NO	N/A
FCF STORE SALES	$3000	NO	N/A
PHOTO BOOTH SALES	$3000	NO	N/A
AUCTION/RAFFLE SALES	$2000	NO	N/A

Expenses: Based on full funding, please list project costs.
Note: Certain expenses may not be reimbursable, at the sole discretion of the City of Auburn. 56000
You will only be reimbursed at the authorized rates. Insurance is not an eligible cost.

	Lodging Tax Funds Requested *	**Other Funds (Do not include "in-kind" dollars)**	**Total Project Cost ****
Personnel (salaries & benefits)	$ 0.00	$ PROGRAM FUNDS (OUTREACH)	$ 30,000 K ANNUAL
Administration (rent, utilities, postage, supplies, janitorial services, etc.)	$ 0.00	$33,000K $ 10,000	$ 20,000 ~~10,000~~ RENTAL OF DOWNS, EQUIP, ETC
Marketing/Promotion	$10,000	$ ~~21,000~~ 0.00	$ 18,000
Direct Sales Activities	$ ~~22,000~~ 0.00	$ ~~22,000~~ 0.00	$ ~~30,000 [illegible] SALES~~ 0.00
Minor Equipment	$ 0.00	$ ~~800~~ 500	$ 500.00 TRUCK RENTAL
Travel	$ 0.00	$ 5,000.00	$ 5000.00 SPEAKERS
Contract Services	$ 0.00	$ 0.00	$ 0.00
Other Describe below	$ 0.00	$ 0.00	$ 0.00
TOTAL COST	$	$	$ 99,500

Description for Direct Sales Activities, Contract Services, Travel and Others	AUCTION – 3000.00 RAFFLE – 1000.00 STORE – 3000.00 PHOTO – 3000.00 GAMES – 500.00 SPONSORS – 5000.00 EXHIBITORS – 4000.00 ATTENDEES/REGISTERED – 2000.00	ADVERTISERS – $500.00 ~~GRANT – $40,000.00~~
In-Kind Contributions	PAT PALMER FOUNDATION – $40,000	

Amount in column a" Lodging Tax Funds Requested" must match "Amount of Lodging Tax Funding Requested" under 1a of application.
*** Amount in column c "Total Project Cost" must match "Total Project Cost" under 1a of application.*

9. Funding History

a. Was this project funded with Auburn lodging tax funds in a prior fiscal year?
yes.

b. If you answered yes to 9a, provide prior years and how much funding was granted.
$5,000.00.

10. Indicate what efforts have been made to access funding from additional sources?
1) APPLICATION FOR WFEA GRANT
2) APPLICATION FOR AUFUND.
~~3) APPLICATION FOR~~ We professionally produce our own outreach program with parrots providing 1/3 of overall nonprofit budget.

11. Coordination and Collaboration

Please provide information about any other organizations or agencies involved in this project/activity. Describe their level of involvement. Describe how this project coordinates with other tourism promotion efforts or services in the area, including Chambers of Commerce, local festivals, local lodging and restaurants. You may attach up to three letters of support from these organizations.

- PAT PALMER FOUNDATION – NON PROFIT FUNDER WPE OVERT OPERATIONS.
- PACIFIC NORTHWEST EXOTIC ~~REPT~~ ANIMAL + REPTILE SHOW (PACNWRS) (SPONSOR + LOCAL; 10K PERSON EVENT IN PUYALLUP + OR) $600 SPONSOR
- BECU $250 SPONSOR ANNUALLY.

12. Certification

The applicant hereby certifies and confirms:

1. That it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability;

2. That it will abide by all relevant local, state, and federal laws and regulations;

3. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and;

4. That the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein.

Signature: D. Moodle ______________________ 2-28-25

Date

____

Printed Name & Title of Chief Administrator/Authorizing Official

PROFESSIONAL SERVICES AGREEMENT
FOR 2025 VISITOR AND TOURISM FOR
Emerald Downs Racing LLC

This Professional Services Agreement ("Agreement") made and entered into this __day of April, 2025, by and between the City of Auburn, a Washington municipal corporation ("City"), and Emerald Down Racing LLC ("Contractor"). The City and the Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this agreement.

Emerald Down Racing LLC PO Box 617 Auburn, WA 98071 (253) 288-7004	City of Auburn 25 W Main Street Auburn, WA 98001 (253) 931-3000

The Parties agree as follows:

1. **TERM**. The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2025. ("Term").

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Auburn business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantially or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 90 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit B attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit B, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, a digital version (pdf) including a description of what Services have been performed, the name of the personnel performing such Services, any hourly labor charge rate for such personnel, and the purchase order number (PO#). The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor 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 the Contractor 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 the Contractor and the City, its officers, officials, employees, and volunteers, the

Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The Contractor 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 the Contractor, its agents, representatives, or employees.

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

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

a. 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.

b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

b. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

c. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

6.7 Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

6.9 City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. BOOKS AND RECORDS. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and

agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. <u>CONFLICT OF INTEREST.</u> It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. <u>EQUAL OPPORTUNITY EMPLOYER.</u> In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. <u>GENERAL PROVISIONS.</u>

12.1 <u>Interpretation and Modification.</u> This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF AUBURN

____

Nancy Backus, Mayor

____

Date

EMERALD DOWNS RACING LLC

____

Philip Ziegler

____

Date

ATTEST:

____

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

____

Jason Whalen, City Attorney

EXHIBIT A
SERVICES

The Service Provider shall implement a marketing promotion program in 2025 for the City of Auburn which shall include:

The $8,000.00 is earmarked as follows:

Auburn Lodging Tax funds will support the Emerald Down Racing LLC to promote the Indian Relay Races occurring on June 13 -15th, 2025. Funding is for hotel rooms which will be occupied by judges and staff traveling from Montana to support administration and operations of the Indian Relay Races.

See proposal for additional details.

Not more than 10% of any lodging tax grant will be reimbursed for items bought by the contractor and subsequently kept by organization members, planners, organizers, promoters, or others. These items could include all types of clothing, hats, and/or other objects.

The City shall have the right to review and make suggestions to advertisements, banners, questionnaires and other materials and services provided in connection with this Contract.

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The Service Provider shall provide a written summary report of the work completed in 2025 as well as any and all other reports, documents and receipts requested by the City no later than December 31, 2025.

ACKNOWLEDGEMENT OF LODGING TAX FUNDING:

All advertising must include an acknowledgement that “The advertising is made possible, in part, by a City of Auburn.”

EXHIBIT B

Compensation

The City shall pay to the Service Provider, as compensation for the services described above, a total amount of not to exceed Eight Thousand Dollars ($8,000) payable upon receipt of reimbursable receipts. Compensation will be completed through reimbursement for approved services, and final payment may be held by the City until all reports are received. Requests for reimbursement may be made on a monthly basis, but must be received by the City no later than December 26, 2025. Only those services rendered within the term of the contract and received by December 26, 2025 are reimbursable.

7. APPLICATION FOR LTAC GRANT FUNDING

1. **Project Information**

   a. **Project**

   Project Name: Indian Relay Races

   Amount of Lodging Tax Funding Requested: $ 8000

   (Amount Requested must match Project Budget column a "Lodging Tax Funding Requested")

   Total Project Cost: $ 127,500

   (Total Project Amount must match Project Budget column c "Total Project Cost")

   b. **Applicant Organization**

   Name of Applicant Organization: Emerald Downs Racing LLC

   Mailing Address: PO Box 617 Auburn WA 98071

   Tax ID Number: 47-2966969

   Organization Unified Business Identifier (UBI): 603453-904

   UBI Expiration Date:

   Type of Organization: LLC

   (Non-profit, For-profit, Municipality, Private business, etc.)

   c. **Contact:**

   Name: Philip Ziesler

   Title: President

   Telephone: 253-288-7004

   Email: PhilZ@emeralddowns.com

   Signature: ____________________

   The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used only for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

2. Project Description

a. Event Date(s): June 13-15 2025

b. Event Location: Emerald Downs Racetrack

c. If there is a charge or fee for this activity, please describe how much and why.

$10 - that's our daily admission (kids are $5)

d. Please provide a detailed, yet concise **scope of work (mandatory)** and/or proposed project/activity. Include information on the area the project will serve, its expected impact and list the responsible party(s).

The best Indian Relay teams compete for over $100,000 in the annual Muckleshoot Gold Cup. The Relay races take place between the Thoroughbred racing.

3. Beneficiaries

Please list and provide specific information regarding all individuals, businesses, areas, or organizations that will directly benefit from the project/activity.

Hotels - Restaurants - Retail

4. Tourism Benefit

a. Estimate how the funds will increase the amount of people traveling to Auburn to stay overnight in paid accommodations.

All the teams are from eastern WA, Idaho, Montana, and Canada

b. Estimate how the funds will increase the amount of people traveling to Auburn from more than 50 miles from their residences.

The event has grown every year.

c. Estimate how the funds will increase the amount of people traveling to Auburn from outside their state or country.

All the teams, their friends, and families plus entertainers and event staff/judges are from out of town and will be staying at least 4 nights in Auburn

5. Goals/Monitoring

Describe the goals of the project. Will the project result in an increase in overnight stays by visitors in Auburn? If so, how will this increase be tracked and monitored? How will an increase in the sale of goods and services as a result of the project be measured? What other short or long-term economic benefits will occur and how will that be tracked? Why do you believe those project/activity outcomes are feasible?

Note - Applicants will be required to submit a post-funding report providing pertinent data evaluating tourism benefits resulting from the use of lodging tax funds as compared with the estimates contained in this application.

all money received from this grant will go directly to Auburn hotels. It's been established that hotels are sold out during this event. We also will track attendance.

6. Funding Requirements

Due to funding constraints, partial funding may be recommended by the LTAC. If partial funding is received, how will that impact the project/activity? Please describe:

No affect.

7. Use of Funds

Provide detail on how the funds will be used. For example, $20,000 of the funds will be used for marketing, $5,000 for administration, $10,000 for Consultants, etc.

All will be used for hotel rooms. Emerald Downs purchases around 170 room nights for judges and staff from Montana.

8. Project Budget (for non-capital projects). Do not include in-kind contributions.

Income: A diversified funding base is important to the success of any project. Please list all other sources of funding for the project, both anticipated and confirmed and when that funding will be available to the project. Include your own funding, sponsorships, other grants, etc.

Funding Source: List all revenue sources anticipated for 2025. Do not include requested Lodging Tax Funds	**Amount**	**Confirmed Yes/No**	**Date Available**
Prizes Purses + Travel	$ 120,000	Yes	self funded
	$		
	$		
	$		
	$		

Expenses: Based on full funding, please list project costs.
Note: Certain expenses may not be reimbursable, at the sole discretion of the City of Auburn.
You will only be reimbursed at the authorized rates. Insurance is not an eligible cost.

	Lodging Tax Funds Requested *	**Other Funds (Do not include "in-kind" dollars)**	**Total Project Cost ****
Personnel (salaries & benefits)	$	$	$
Administration (rent, utilities, postage, supplies, janitorial services, etc.)	$	$	$
Marketing/Promotion	$ 0	$ 2500	$ 2500
Direct Sales Activities	$	$	$
Minor Equipment	$	$	$
Travel	$ 8000	$ 15,000	$ 23,000
Contract Services	$	$	$
Other Describe below Prizes for teams	$ 0	$ 100,000	$ 100,000
TOTAL COST	$ 8,000	$ 117,500	$ 125,500

Description for Direct Sales Activities, Contract Services, Travel and Others	N/A
In-Kind Contributions	None

***** *Amount in column a" Lodging Tax Funds Requested" must match "Amount of Lodging Tax Funding Requested" under 1a of application.*
****** *Amount in column c "Total Project Cost" must match "Total Project Cost" under 1a of application.*

9. Funding History

a. Was this project funded with Auburn lodging tax funds in a prior fiscal year? Yes.

b. If you answered yes to 9a, provide prior years and how much funding was granted.

7,500 the past two years

10. Indicate what efforts have been made to access funding from additional sources?

None

11. Coordination and Collaboration

Please provide information about any other organizations or agencies involved in this project/activity. Describe their level of involvement. Describe how this project coordinates with other tourism promotion efforts or services in the area, including Chambers of Commerce, local festivals, local lodging and restaurants. You may attach up to three letters of support from these organizations.

None

12. Certification

The applicant hereby certifies and confirms:

1. That it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability;

2. That it will abide by all relevant local, state, and federal laws and regulations;

3. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and;

4. That the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein.

Signature: ______________________ 3-7-25

Date

Philip Ziesler President

Printed Name & Title of Chief Administrator/Authorizing Official

2025 Lodging Tax Grant Fund Application

See application due dates in Section 3 for 2025 submittal deadlines

Complete application materials may be submitted:

By email to jfrancis@auburnwa.gov

-OR-

By mail to:

City of Auburn, Attn: Jenn Francis,

25 West Main Street, Auburn, WA 98001

Lodging Tax Advisory Committee

Mayor Nancy Backus, Chair

Represent Business Authorized to Collect

Andy Cho, Garner Hotel Auburn

Aman Ghag, Holiday Inn Express, Auburn

Vacant

Represent Business Authorized to Receive

Susan Roberts, Gosanko Chocolate

Bob Fraser, Emerald Downs

Elizabeth Butchko, Outlet Collection

City Staff Support

Jenn Francis, Economic Development Manager

jfrancis@auburnwa.gov

(253) 215-8774

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1. LODING TAX FUNDING GUIDELINES

Background

The objective of the City of Auburn Lodging Tax Advisory Committee process is to support projects, which encourage eligible tourism and cultural activities and support tourism facilities in Auburn. The process is reviewed annually and the guidelines are updated in accordance with reported success of existing programs, potential for new programs, and changes in state law. A calendar for the application process will be established but will allow for emerging opportunities as they arise.

Objectives for Hotel/Motel Tax Funds:

- Generate increased tourism in Auburn resulting in overnight stays at local hotels.
- Generate maximum economic benefit through overnight lodging, sale of meals and goods, and construction of tourism-related facilities.
- Increase recognition of Auburn throughout the region as a destination for tourism.
- Increase opportunities for tourism by developing new visitor activities.

Allocation Guidelines:

- The City, on an annual basis, shall seek funding proposals from organizations seeking to use Hotel/Motel Tax funds for promoting tourism.
- Organizations seeking funding must complete an application form.
- The Lodging Tax Advisory Committee shall review the proposals and make recommendations to City Council as to which applications should receive funding.
- The final funding decision will be made by the City Council in the form of approval or denial of the recommendations – no amendments to recommendations will be made by the City Council.
- Once approved for funding an organization must enter into a contract with the City and funding will be provided on a reimbursable basis.
- Organizations receiving funding must submit a report at the end of the calendar year.

2. INFORMATION ON LODGING TAX FUNDS & WHO MAY APPLY

WHAT ARE “LODGING TAX FUNDS?”

Lodging taxes are paid when people purchase lodging, such as renting a room at a hotel.

HOW CAN THOSE FUNDS BE USED?

Washington State law (RCW 67.28.1815) requires that funds be expended “…solely for the purpose of paying all or part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities…”

Tourism promotion is defined as “…activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.”

WHERE CAN THE FUNDS BE USED?

The funds are to be used to draw tourists to stay in Auburn lodging overnight.

WHO CAN APPLY FOR FUNDS?

Any organization, including private businesses, can use the funds to advertise and promote tourism through the media. The promotion must be designed to attract tourists to Auburn with the goal of increasing the number of overnight stays in the City’s lodging facilities.

WHO DECIDES WHICH APPLICATIONS GET FUNDED?

All complete application packets are reviewed by the Lodging Tax Advisory Committee (LTAC), which is charged with making recommendations for funding to the Auburn City Council who will make the final funding approval.

3. SCHEDULE

Below are the anticipated important dates for the 2025 grant application process.

- Applications will typically be due no later than 5:00pm the Friday
- Applications will be included with the regular LTAC agenda packet emailed to the committee and available online at least one week prior to the LTAC meeting.
- LTAC will meet to discuss applications and to make funding recommendations at the next regularly scheduled meeting.
- Any LTAC recommended funding requests will be scheduled for City Council final decision at the first scheduled meeting approximately two weeks after the LTAC recommendation.

	2025 Grant Application Process Timelines		
	1st Application Cycle	**2nd Application Cycle**	**3rd Application Cycle**
Applications due no later than:	5:00PM, Friday, March 7, 2025	5:00PM, Friday, June 13, 2025	5:00PM, Friday, October 31, 2025
Public LTAC meeting:	10:00AM, Wednesday, March 19, 2025	10:00AM, Wednesday, July 9, 2025	10:00AM, Wednesday, November 12, 2025
City Council decision:	7:00PM, Monday, April 21, 2025	7:00PM, Monday, July 21, 2025	7:00PM, Monday, December 1, 2025

4. REPORTING REQUIREMENTS

Entities who receive lodging tax grant funds must report a significant amount of information to the city. This information includes:

- *Overall Attendance* – the total number of people predicted to attend this activity, the actual number of people who attended this activity, and the method used to determine the attendance.

- *Attendance, 50+ miles* – the number of people who travelled greater than 50 miles predicted to attend this activity, the actual number of people who travelled greater than 50 miles to attend the activity, and the method used to determine the attendance.

- *Attendance, Out of State, Out of Country* – the number of people from outside the state and country predicted to attend this activity, the actual number of people from outside the state and country who attended this activity, and the method used to determine the attendance.

- *Attendance, Paid for Overnight Lodging* - the number of people predicted to attend this activity and pay for overnight lodging, the actual number of people who attended this activity and paid for overnight lodging, and the method used to determine the attendance.

- *Attendance, Did Not Pay for Overnight Lodging* - the number of people predicted to attend this activity without paying for overnight lodging, the actual number of people who attended this activity without paying for overnight lodging, and the method used to determine the attendance.

- *Paid Lodging Nights* – the total projected and estimated actual number of paid lodging nights. One lodging night = one or more persons occupying one room for one night.

5. SUBMITTAL CHECKLIST

Place a check mark by each item to indicate your review & inclusion in your submittal packet.

1. ☑ Submit complete application packet by 5:00pm, of the associated due date.
   - Email application to jfrancis@auburnwa.gov or mail to City Hall (Attention: Jenn Francis), 25 West Main Street, Auburn, WA 98001.
   - Be sure to use application for FY2025 grant awards (template with preset font and margins)
   - Late applications will not be accepted

2. ☑ All questions on application have been answered in a detailed, yet concise manner.

3. ☑ Application has been reviewed and includes:

   a. ☑ Signature by a person authorized to bind the agency to a contract

   b. ☑ Attachments that are no larger than 11" x 17"

   c. ☐ For Non-Profits, a copy of 501(c)3 or 501(c)6 tax exemption determination letter

      ☑ N/A

   d. ☐ Marketing plan for the proposed project

   e. ☐ Operating budget for the proposed project

   f. ☐ Your organization's most recent Balance Sheet

   g. ☐ Your organization's Articles of Incorporation and/or Bylaws

   h. ☐ Documentation showing your governing body's authorization to submit the grant request
      Documentation consists of meeting minutes in which the governing body's resolution, motion or other official action is recorded. Examples include: "The board approves for (individual's name) to submit an Auburn lodging tax funding request, or (Individual's name) has the governing body's authorization to make funding requests for (name of the agency" or "I am the person organizing this event and am submitting this funding request for (name of event)).

   i. ☐ List of your current Board of Directors or other governing body of your organization
      The list must include names, phone numbers, addresses, and identify the principal officers of your governing body.

   j. ☐ Signed letter from your governing body Chairperson that provides the name, title, address and telephone number for the person authorized to sign this application.

6. INSURANCE REQUIREMENTS (IF FUNDED)

Unless otherwise waived by the Auburn Legal Department in writing, a Certificate of Insurance listing Auburn as additionally insured and including these minimum requirements will be required for all recipients (if funded):

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate, with a deductible of not greater than $5,000.

2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, $1,000,000 each occurrence or combined single limit coverage of $1,000,000.

3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury--including coverage A, B and C. If applicable, automobile liability insurance shall include coverage for owned, non-owned, leased or hired vehicles.

4. Auburn shall be named as an additional insured on all required policies, except automobile insurance, and all such insurance as is carried by the Contractor shall be primary over any insurance carried by Auburn. The Contractor shall provide a certificate of insurance to be approved by Auburn's Economic Development Manager prior to contract execution.

5. Auburn shall have no obligation to report occurrences unless a claim is filed with the Auburn City Clerk's office; nor shall Auburn have an obligation to pay premiums.

6. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished to Auburn's Economic Development Manager prior to the date of cancellation, change or nonrenewal. Such notice to be sent to the City of Auburn - Economic Development Manager, 25 West Main St., Auburn, WA 98001 or jfrancis@auburnwa.gov.

7. It is further provided that no liability shall attach to the City of Auburn by reason of entering into a contract with the City, except as expressly provided within the terms and conditions of that contract.

7. APPLICATION FOR LTAC GRANT FUNDING

1. Project Information

a. Project

Project Name: Auburn's Petpalooza & Dog Trot 3K/5K Fun Run

Amount of Lodging Tax Funding Requested: $ 10,000.00
(Amount Requested must match Project Budget column a "Lodging Tax Funding Requested")

Total Project Cost: $ 51,700.00
(Total Project Amount must match Project Budget column c "Total Project Cost")

b. Applicant Organization

Name of Applicant Organization: Auburn Parks, Arts & Recreation Department

Mailing Address: 910 Ninth Street SE
Auburn, WA 98002

Tax ID Number: 91-6001228

Organization Unified Business Identifier (UBI): 171-000-010

UBI Expiration Date: 05/31/2025

Type of Organization: Municipality
(Non-profit, For-profit, Municipality, Private business, etc.)

c. Contact:

Name: Kristy Pachciarz

Title: Special Events Coordinator

Telephone: 253-931-3052

Email: kpachciarz@auburnwa.gov OR events@auburnwa.gov

Signature: K Pachciarz

The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used only for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

2. Project Description

a. Event Date(s): Saturday, May 17, 2025

b. Event Location: Game Farm Park, 3030 R Street SE, Auburn, WA 98002

c. If there is a charge or fee for this activity, please describe how much and why.

The Petpalooza festival is FREE for festival-goers to attend. There is a participation fee for the Dog Trot Fun Run, which is customary for a race to help to off-set the cost of

d. Please provide a detailed, yet concise **scope of work (mandatory)** and/or proposed project/activity. Include information on the area the project will serve, its expected impact and list the responsible party(s).

Auburn's Petpalooza is a large-scale festival designed for animal/pet lovers. The 'FREE' to attend event is held annually, each May, and features a variety of animal entertainment and attractions for all to enjoy. The festival is kicked off with a popular Dog Trot 3K/5K Fun Run at 9:30am. The festival, held from 10am-5pm, features a petting zoo, inflatable rides and other children's activities, a variety of pet contests, an agility area, Flydog demos, over 125 vendors, pet adoptions, low-cost pet services and loads more. The

3. Beneficiaries

Please list and provide specific information regarding all individuals, businesses, areas, or organizations that will directly benefit from the project/activity.

1. The Auburn economy benefits from having an influx of 15,000 people attend an event, who may also chose to stop and buy gas, groceries, food, retail products; and visit other Auburn attractions (Malll or Casino).
2. Attendees will benefit from the opportunity to attend this FREE event and have access to low-cost pet services, free samples, information, entertainment, attractions, and more.

4. Tourism Benefit

a. Estimate how the funds will increase the amount of people traveling to Auburn to stay overnight in paid accommodations.

The funds would enable us to specifically target pet-loving individuals that live 50+ miles from Auburn that we would otherwise not reach if we did not receive this grant. We plan to promote Auburn Tourism and encourage people to 'Stay & Play in Auburn all weekend'

b. Estimate how the funds will increase the amount of people traveling to Auburn from more than 50 miles from their residences.

We plan to target pet-loving individuals that live 50+ miles from Auburn, that otherwise, likely wouldn't know about the event. Petpalooza is a niche event in our area - there's nothing else like it! In addition to event promotion, we have plans to bring in a

c. Estimate how the funds will increase the amount of people traveling to Auburn from outside their state or country.

In addition to specifically targeting areas 50+ miles from Auburn, including Yakima, Centralia, Moses Lake and Wenatchee, we have plans to purchasing advertising via CityDog Magazine to target the Portland-metro area and Vancouver, B.C, Canada.

5. Goals/Monitoring

Describe the goals of the project. Will the project result in an increase in overnight stays by visitors in Auburn? If so, how will this increase be tracked and monitored? How will an increase in the sale of goods and services as a result of the project be measured? What other short or long-term economic benefits will occur and how will that be tracked? Why do you believe those project/activity outcomes are feasible?

Note - Applicants will be required to submit a post-funding report providing pertinent data evaluating tourism benefits resulting from the use of lodging tax funds as compared with the estimates contained in this application.

The goal of Auburn's Petpalooza is to provide the community with a fun and safe, family/pet-friendly event experience, while giving vendors the opportunity to showcase their products/services. With an estimated 15,000 people in attendance; we believe the festival will attract overnight stays, especially when promoting the event State-wide and the Portland and Vancouver, B.C. areas. We will track participants through the City of Auburn Placer.ai services to see where attendees are coming from and their resulting visiting patterns.
We can get an estimate of the increased visitors to Auburn by tracking Dog Trot participants and paid vendors, and by talking with visitors at the event. In the past, after the completion of the event, we have called local hotels to gauge who may have been in town for the event.
While there is not a tool to directly measure the result of sale of goods/services, testimonials tell

6. Funding Requirements

Due to funding constraints, partial funding may be recommended by the LTAC. If partial funding is received, how will that impact the project/activity? Please describe:

We are requesting funds specifically to target pet-loving individuals and event-lovers that live over 50+ miles away from Auburn that we would otherwise not reach if we did not receive this grant. If partial funding is received, we would be forced to purchase less advertising and our target would be Auburn and the surrounding areas.

7. Use of Funds

Provide detail on how the funds will be used. For example, $20,000 of the funds will be used for marketing, $5,000 for administration, $10,000 for Consultants, etc.

We are requesting $10,000.00 in funds to support Auburn's Petpalooza and Dog Trot. We plan to use $8,000.00 to support our marketing efforts (CityDog Portland, CityDog Vancoucer, B.C., radio, target marketing via social media) and $2,000.00 to help support the national canine touring act (also featured on TV), which we believe will be an additional incentive to attend the festival.

8. Project Budget (for non-capital projects). Do not include in-kind contributions.

Income: A diversified funding base is important to the success of any project. Please list all other sources of funding for the project, both anticipated and confirmed and when that funding will be available to the project. Include your own funding, sponsorships, other grants, etc.			
Funding Source: **List all revenue sources anticipated for 2025.** **Do not include requested Lodging Tax Funds**	**Amount**	**Confirmed Yes/No**	**Date Available**
Vendor Fees	$ 12,000.00	No	05/17/2025
Sponsorships	$ 10,000.00	No	05/17/2025
Dog Trot Registrations	$ 10,000.00	No	05/17/2025
T-Shirt sales	$ 500.00	No	05/17/2025
City of Auburn General Fund	$ 9,200.00	Yes	01/01/2025

Expenses: Based on full funding, please list project costs.
Note: Certain expenses may not be reimbursable, at the sole discretion of the City of Auburn.
You will only be reimbursed at the authorized rates. Insurance is not an eligible cost.

	Lodging Tax Funds Requested *	**Other Funds (Do not include "in-kind" dollars)**	**Total Project Cost ****
Personnel (salaries & benefits)	$ 0.00	$ 0.00	$ 0.00
Administration (rent, utilities, postage, supplies, janitorial services, etc.)	$ 0.00	$ 0.00	$ 0.00
Marketing/Promotion	$ 8,000.00	$ 7,000.00	$ 15,000.00
Direct Sales Activities	$ 0.00	$ 0.00	$ 0.00
Minor Equipment	$ 0.00	$ 0.00	$ 0.00
Travel	$ 0.00	$ 1,200.00	$ 1,200.00
Contract Services	$ 2,000.00	$ 25,300.00	$ 27,300.00
Other Describe below	$ 0.00	$ 8,200.00	$ 8,200.00
TOTAL COST	$ 10,000.00	$ 41,700.00	$ 51,700.00

Description for Direct Sales Activities, Contract Services, Travel and Others	Contract services include the petting zoo, stage entertainment, rental of stage/sound equipment and audio engineers, inflatable rides and other attractions, race timing, portable restrooms and electrical rental needs. Travel includes the hotel rooms that we are contracted to provide for our entertainers. Other includes supplies for the event; t-shirts, medals and bibs as part of the Dog Trot; water for the race and general event supplies, as needed
In-Kind Contributions	We typically get some gift cards and pet treats that are used towards dog trot and pet contest prizes in the amount of approximately $1,200.00. ***Note - Personnel, administration, and other support comes from other City's budgets and not calculated as part of the direct event budget.

***Amount in column a" Lodging Tax Funds Requested" must match "Amount of Lodging Tax Funding Requested" under 1a of application.*
****** *Amount in column c "Total Project Cost" must match "Total Project Cost" under 1a of application.*

9. Funding History

a. Was this project funded with Auburn lodging tax funds in a prior fiscal year?

Yes

b. If you answered yes to 9a, provide prior years and how much funding was granted.

2016 - $5,000.00 2017 - $2,500.00 2018 - $3,500.00
2019 - $5,000.00 2023 - $8,000.00 2024 - $8,000.00

10. Indicate what efforts have been made to access funding from additional sources?

We are actively seeking sponsorships, which help offset the costs of hosting the event.

11. Coordination and Collaboration

Please provide information about any other organizations or agencies involved in this project/activity. Describe their level of involvement. Describe how this project coordinates with other tourism promotion efforts or services in the area, including Chambers of Commerce, local festivals, local lodging and restaurants. You may attach up to three letters of support from these organizations.

The Downtown Auburn Cooperative in conjunction with the Auburn VFW, operates the Beer & Wine Garden. We work closely with the Auburn Police and City of Auburn M&O to manage and help support the street closures associated with the Dog Trot. The Family Dog Training Center offers a free agility area at the festival. In previous years, the Auburn Youth Council runs the three water booths along the Dog Trot course and have offered free face painting at the event. For numerous years, we

12. Certification

The applicant hereby certifies and confirms:

1. That it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability;

2. That it will abide by all relevant local, state, and federal laws and regulations;

3. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and;

4. That the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein.

Signature: ____ ________________

Date

____

Printed Name & Title of Chief Administrator/Authorizing Official

2025 Lodging Tax Grant Fund Application

See application due dates in Section 3 for 2025 submittal deadlines

Complete application materials may be submitted:

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-OR-

By mail to:

City of Auburn, Attn: Jenn Francis,

25 West Main Street, Auburn, WA 98001

Lodging Tax Advisory Committee

Mayor Nancy Backus, Chair

Represent Business Authorized to Collect	**Represent Business Authorized to Receive**
Andy Cho, Garner Hotel Auburn	Susan Roberts, Gosanko Chocolate
Aman Ghag, Holiday Inn Express, Auburn	Bob Fraser, Emerald Downs
Vacant	Elizabeth Butchko, Outlet Collection

City Staff Support

Jenn Francis, Economic Development Manager
jfrancis@auburnwa.gov
(253) 215-8774

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- Generate increased tourism in Auburn resulting in overnight stays at local hotels.
- Generate maximum economic benefit through overnight lodging, sale of meals and goods, and construction of tourism-related facilities.
- Increase recognition of Auburn throughout the region as a destination for tourism.
- Increase opportunities for tourism by developing new visitor activities.

Allocation Guidelines:

- The City, on an annual basis, shall seek funding proposals from organizations seeking to use Hotel/Motel Tax funds for promoting tourism.
- Organizations seeking funding must complete an application form.
- The Lodging Tax Advisory Committee shall review the proposals and make recommendations to City Council as to which applications should receive funding.
- The final funding decision will be made by the City Council in the form of approval or denial of the recommendations – no amendments to recommendations will be made by the City Council.
- Once approved for funding an organization must enter into a contract with the City and funding will be provided on a reimbursable basis.
- Organizations receiving funding must submit a report at the end of the calendar year.

2. INFORMATION ON LODGING TAX FUNDS & WHO MAY APPLY

WHAT ARE "LODGING TAX FUNDS?"

Lodging taxes are paid when people purchase lodging, such as renting a room at a hotel.

HOW CAN THOSE FUNDS BE USED?

Washington State law (RCW 67.28.1815) requires that funds be expended "...solely for the purpose of paying all or part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..."

Tourism promotion is defined as "...activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists."

WHERE CAN THE FUNDS BE USED?

The funds are to be used to draw tourists to stay in Auburn lodging overnight.

WHO CAN APPLY FOR FUNDS?

Any organization, including private businesses, can use the funds to advertise and promote tourism through the media. The promotion must be designed to attract tourists to Auburn with the goal of increasing the number of overnight stays in the City's lodging facilities.

WHO DECIDES WHICH APPLICATIONS GET FUNDED?

All complete application packets are reviewed by the Lodging Tax Advisory Committee (LTAC), which is charged with making recommendations for funding to the Auburn City Council who will make the final funding approval.

3. SCHEDULE

Below are the anticipated important dates for the 2025 grant application process.

- Applications will typically be due no later than 5:00pm the Friday

- Applications will be included with the regular LTAC agenda packet emailed to the committee and available online at least one week prior to the LTAC meeting.

- LTAC will meet to discuss applications and to make funding recommendations at the next regularly scheduled meeting.

- Any LTAC recommended funding requests will be scheduled for City Council final decision at the first scheduled meeting approximately two weeks after the LTAC recommendation.

	2025 Grant Application Process Timelines		
	1st Application Cycle	**2nd Application Cycle**	**3rd Application Cycle**
Applications due no later than:	5:00PM, Friday, March 7, 2025	5:00PM, Friday, June 13, 2025	5:00PM, Friday, October 31, 2025
Public LTAC meeting:	10:00AM, Wednesday, March 19, 2025	10:00AM, Wednesday, July 9, 2025	10:00AM, Wednesday, November 12, 2025
City Council decision:	7:00PM, Monday, April 21, 2025	7:00PM, Monday, July 21, 2025	7:00PM, Monday, December 1, 2025

4. REPORTING REQUIREMENTS

Entities who receive lodging tax grant funds must report a significant amount of information to the city. This information includes:

- *Overall Attendance* – the total number of people predicted to attend this activity, the actual number of people who attended this activity, and the method used to determine the attendance.

- *Attendance, 50+ miles* – the number of people who travelled greater than 50 miles predicted to attend this activity, the actual number of people who travelled greater than 50 miles to attend the activity, and the method used to determine the attendance.

- *Attendance, Out of State, Out of Country* – the number of people from outside the state and country predicted to attend this activity, the actual number of people from outside the state and country who attended this activity, and the method used to determine the attendance.

- *Attendance, Paid for Overnight Lodging* - the number of people predicted to attend this activity and pay for overnight lodging, the actual number of people who attended this activity and paid for overnight lodging, and the method used to determine the attendance.

- *Attendance, Did Not Pay for Overnight Lodging* - the number of people predicted to attend this activity without paying for overnight lodging, the actual number of people who attended this activity without paying for overnight lodging, and the method used to determine the attendance.

- *Paid Lodging Nights* – the total projected and estimated actual number of paid lodging nights. One lodging night = one or more persons occupying one room for one night.

5. SUBMITTAL CHECKLIST

Place a check mark by each item to indicate your review & inclusion in your submittal packet.

1. ☑ Submit complete application packet by 5:00pm, of the associated due date.
   - Email application to jfrancis@auburnwa.gov or mail to City Hall (Attention: Jenn Francis), 25 West Main Street, Auburn, WA 98001.
   - Be sure to use application for FY2025 grant awards (template with preset font and margins)
   - Late applications will not be accepted

2. ☑ All questions on application have been answered in a detailed, yet concise manner.

3. ☑ Application has been reviewed and includes:

   a. ☑ Signature by a person authorized to bind the agency to a contract

   b. ☑ Attachments that are no larger than 11" x 17"

   c. ☐ For Non-Profits, a copy of 501(c)3 or 501(c)6 tax exemption determination letter

      ☑ N/A

   d. ☐ Marketing plan for the proposed project

   e. ☐ Operating budget for the proposed project

   f. ☐ Your organization's most recent Balance Sheet

   g. ☐ Your organization's Articles of Incorporation and/or Bylaws

   h. ☐ Documentation showing your governing body's authorization to submit the grant request

      Documentation consists of meeting minutes in which the governing body's resolution, motion or other official action is recorded. Examples include: "The board approves for (individual's name) to submit an Auburn lodging tax funding request, or (Individual's name) has the governing body's authorization to make funding requests for (name of the agency" or "I am the person organizing this event and am submitting this funding request for (name of event)).

   i. ☐ List of your current Board of Directors or other governing body of your organization

      The list must include names, phone numbers, addresses, and identify the principal officers of your governing body.

   j. ☐ Signed letter from your governing body Chairperson that provides the name, title, address and telephone number for the person authorized to sign this application.

6. INSURANCE REQUIREMENTS (IF FUNDED)

Unless otherwise waived by the Auburn Legal Department in writing, a Certificate of Insurance listing Auburn as additionally insured and including these minimum requirements will be required for all recipients (if funded):

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate, with a deductible of not greater than $5,000.

2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, $1,000,000 each occurrence or combined single limit coverage of $1,000,000.

3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury--including coverage A, B and C. If applicable, automobile liability insurance shall include coverage for owned, non-owned, leased or hired vehicles.

4. Auburn shall be named as an additional insured on all required policies, except automobile insurance, and all such insurance as is carried by the Contractor shall be primary over any insurance carried by Auburn. The Contractor shall provide a certificate of insurance to be approved by Auburn's Economic Development Manager prior to contract execution.

5. Auburn shall have no obligation to report occurrences unless a claim is filed with the Auburn City Clerk's office; nor shall Auburn have an obligation to pay premiums.

6. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished to Auburn's Economic Development Manager prior to the date of cancellation, change or nonrenewal. Such notice to be sent to the City of Auburn - Economic Development Manager, 25 West Main St., Auburn, WA 98001 or jfrancis@auburnwa.gov.

7. It is further provided that no liability shall attach to the City of Auburn by reason of entering into a contract with the City, except as expressly provided within the terms and conditions of that contract.

7. APPLICATION FOR LTAC GRANT FUNDING

1. Project Information

a. Project

Project Name: Auburn's 60th annual Veterans Parade & Observance

Amount of Lodging Tax Funding Requested: $ 8,000.00
(Amount Requested must match Project Budget column a "Lodging Tax Funding Requested")

Total Project Cost: $ 22,000.00
(Total Project Amount must match Project Budget column c "Total Project Cost")

b. Applicant Organization

Name of Applicant Organization: Auburn Parks, Arts & Recreation Department

Mailing Address: 910 Ninth Street SE
Auburn, WA 98002

Tax ID Number: 91-6001228

Organization Unified Business Identifier (UBI): 171-000-010

UBI Expiration Date: 05/31/2025

Type of Organization: Municipality
(Non-profit, For-profit, Municipality, Private business, etc.)

c. Contact:

Name: Kristy Pachciarz

Title: Special Events Coordinator

Telephone: 253-931-3052

Email: kpachciarz@auburnwa.gov OR events@auburnwa.gov

Signature: K Pachciarz

The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used only for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

2. Project Description

a. Event Date(s): Saturday, November 8, 2025

b. Event Location: Main Street in downtown Auburn

c. If there is a charge or fee for this activity, please describe how much and why.

The parade and the Remembrance Ceremony are available for viewing at no charge. We don't charge for parade participation. There is a fee for the breakfast and lunch portions

d. Please provide a detailed, yet concise **scope of work (mandatory)** and/or proposed project/activity. Include information on the area the project will serve, its expected impact and list the responsible party(s).

Auburn's Veterans Parade is a long-standing tradition and a signature event for Auburn. Hosted since 1965, it has grown into one of the largest parades of its kind in the country that typically boasts over 150 units and nearly 4,000 parade participants. The parade draws an audience of 10,000+ and is also livestreamed on KOMO 4. While the parade is the focal point, the City of Auburn also hosts a Luncheon (in conjunction with the Washington Department of Veterans Affairs Service Award Program). We also work with

3. Beneficiaries

Please list and provide specific information regarding all individuals, businesses, areas, or organizations that will directly benefit from the project/activity.

1. The Auburn economy benefits from having an influx of 15,000 people attend an event, who may also chose to stop and buy gas, groceries, food, retail products; and visit other Auburn attractions (Malll or Casino). I know many of the groups who participate in the parade meet for breakfast before and/or lunch after.
2. Veterans get the opportunity to participate and/or watch and get much deserved

4. Tourism Benefit

a. Estimate how the funds will increase the amount of people traveling to Auburn to stay overnight in paid accommodations.

The funds would enable us to specifically target Veterans and active military members and their friends and family that reside 50+ miles from Auburn that we would otherwise not reach if we did not receive this grant. We plan to promote Auburn Tourism and

b. Estimate how the funds will increase the amount of people traveling to Auburn from more than 50 miles from their residences.

We plan to target Veterans and active military members that live 50+ miles from Auburn, that otherwise, likely wouldn't know about the event.

c. Estimate how the funds will increase the amount of people traveling to Auburn from outside their state or country.

In addition to specifically targeting areas 50+ miles from Auburn, including Yakima, Centralia, Moses Lake and Wenatchee, we have plans to target the various military bases including: Spokane (Fairchild AFB), Whidbey Island (Naval Air Station), Everett (Naval Base), and Keyport (Naval UnderSea Warfare Center).

5. Goals/Monitoring

Describe the goals of the project. Will the project result in an increase in overnight stays by visitors in Auburn? If so, how will this increase be tracked and monitored? How will an increase in the sale of goods and services as a result of the project be measured? What other short or long-term economic benefits will occur and how will that be tracked? Why do you believe those project/activity outcomes are feasible?

Note - Applicants will be required to submit a post-funding report providing pertinent data evaluating tourism benefits resulting from the use of lodging tax funds as compared with the estimates contained in this application.

The purpose of Auburn's Veterans Parade & Observance is to positively focus on honoring our country's veterans and active military personnel. Through our parade, we focus recognition on congressionally recognized Veteran Service Organizations and their auxiliaries, the military and military reserve, National Guard and ROTC. The goals and purposes of Auburn's Veterans Parade & Observance are to give honor to our country's veterans and to their military missions of defending freedom around the world.

With an estimated 15,000 people in attendance (between parade participants and spectators), we believe the event will attract overnight stays, especially when promoting the event State-wide. We will track participants through the City of Auburn Placer.ai services to see where attendees are coming from and their resulting visiting patterns.

6. Funding Requirements

Due to funding constraints, partial funding may be recommended by the LTAC. If partial funding is received, how will that impact the project/activity? Please describe:

We are requesting funds specifically to target Veterans and active military members and their friends and family that live over 50+ miles away from Auburn that we would otherwise not reach if we did not receive this grant. If partial funding is received, we would be forced to purchase less advertising and our target would be Auburn and the surrounding areas.

7. Use of Funds

Provide detail on how the funds will be used. For example, $20,000 of the funds will be used for marketing, $5,000 for administration, $10,000 for Consultants, etc.

We are requesting $8,000.00 in funds to support Auburn's Veterans Parade & Observance. We plan to use the funds specifically to target Veterans and active military members and their friends and family. We will do this by purchasing target packages through Northwest Military, purchase print and digital advertising through Sound Publishing in locations near the aforementioned military bases, utilize social media to target the aforementioned areas and use radio advertising and other direct marketing options to target this group.

8. Project Budget (for non-capital projects). Do not include in-kind contributions.

Income: A diversified funding base is important to the success of any project. Please list all other sources of funding for the project, both anticipated and confirmed and when that funding will be available to the project. Include your own funding, sponsorships, other grants, etc.			
Funding Source: List all revenue sources anticipated for 2025. Do not include requested Lodging Tax Funds	**Amount**	**Confirmed Yes/No**	**Date Available**
Luncheon Reservation Fees	$ 2,000.00	No	11/08/2025
Banner Program	$ 1,500.00	No	10/01/2025
Food Vendor Fees	$ 600.00	No	11/08/2025
Event Sponsorships	$ 0.00	No	11/08/2025
City of Auburn General Fund	$ 9,900.00	Yes	01/01/2025

Expenses: Based on full funding, please list project costs. Note: Certain expenses may not be reimbursable, at the sole discretion of the City of Auburn. You will only be reimbursed at the authorized rates. Insurance is not an eligible cost.			
	Lodging Tax Funds Requested *	**Other Funds (Do not include "in-kind" dollars)**	**Total Project Cost ****
Personnel (salaries & benefits)	$ 0.00	$ 0.00	$ 0.00
Administration (rent, utilities, postage, supplies, janitorial services, etc.)	$ 0.00	$ 0.00	$ 0.00
Marketing/Promotion	$ 8,000.00	$ 4,000.00	$ 12,000.00
Direct Sales Activities	$ 0.00	$ 0.00	$ 0.00
Minor Equipment	$ 0.00	$ 0.00	$ 0.00
Travel	$ 0.00	$ 0.00	$ 0.00
Contract Services	$ 0.00	$ 10,000.00	$ 10,000.00
Other Describe below	$ 0.00	$ 0.00	$ 0.00
TOTAL COST	$ 8,000.00	$ 14,000.00	$ 22,000.00

Description for Direct Sales Activities, Contract Services, Travel and Others	Contract services include the rental of sound equipment and audio engineers, fees associated with hosting the luncheon and banners for the Banner Tribute Program.
In-Kind Contributions	***Note - Personnel, administration, and other support (portable restrooms, street barriers, etc.) comes from other City's budgets and not calculated as part of the direct event budget.

Amount in column a" Lodging Tax Funds Requested" must match "Amount of Lodging Tax Funding Requested" under 1a of application.
****** *Amount in column c "Total Project Cost" must match "Total Project Cost" under 1a of application.*

9. Funding History

a. Was this project funded with Auburn lodging tax funds in a prior fiscal year?

Yes

b. If you answered yes to 9a, provide prior years and how much funding was granted.

2016 - $6.500.00 2017 - $2,500.00 2018 - $3,500.00
2019 - $3,500.00 2021 - $8,000.00 2022 - $8,000.00
2023 - $8,000.00 2024 - $8,000.00 Note - the event was not held in the traditional format in 2020 due to the Covid-19 pandemic.

10. Indicate what efforts have been made to access funding from additional sources?

It is important to us to keep the focus on the event itself and what we're celebrating during the parade. Thus, we don't actively seek sponsorships, but typically have a few sponsors that are a good 'fit' and help offset some of the costs associated with the event.

11. Coordination and Collaboration

Please provide information about any other organizations or agencies involved in this project/activity. Describe their level of involvement. Describe how this project coordinates with other tourism promotion efforts or services in the area, including Chambers of Commerce, local festivals, local lodging and restaurants. You may attach up to three letters of support from these organizations.

The American Legion Auburn Post 78 works with us to offer the community breakfast and co-hosts the Remembrance Ceremony and Lighting of the Flame. The Auburn VFW hosts an Open House that is held after the parade. With Chapters across the state and beyond, these organizations are a great tool to help us promote the event outside of Auburn. As previously mentioned, we partner with the Washington Department of Veterans Affairs, who hosts their Outstanding Service Awards at the

12. Certification

The applicant hereby certifies and confirms:

1. That it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability;

2. That it will abide by all relevant local, state, and federal laws and regulations;

3. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and;

4. That the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein.

Signature: ______________________________ ______________

Date

____

Printed Name & Title of Chief Administrator/Authorizing Official

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5824 (Gaub/Whalen)
A Resolution authorizing the Mayor to execute on behalf of the City, a Purchase and Sale Agreement for Commercial Property Owned by Wells Fargo Bank, N.A. at 105 1st Street NE (parcel no. 0483000050)

Meeting Date:
April 21, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5824.)

Department:	**Attachments:**	**Budget Impact:**
Public Works	Resolution 5824, Exhibit A	$1,080,000.00

Administrative Recommendation:
City Council to adopt Resolution No. 5824.

Background for Motion:
This Resolution will allow the City to complete the acquisition of property needed to replace parking that was taken by Sound Transit for the construction of the 2nd Garage for the Sounder Station. This property will provide replacement parking to serve the needs of the City Hall Annex facilities.

Background Summary:
Resolution No. 5824 authorizes the Mayor to execute the Purchase and Sale Agreement with Wells Fargo Bank, N.A. for the purchase of the property that previously served as the Bank's old drive through banking facility. The City completed a fair market appraisal which determined that the just compensation for the property is $1,080,000.00. Wells Fargo has agreed to the sale of the property under threat of condemnation. The Purchase and Sales Agreement provides the terms and conditions for the completion of the property sale and closing.

Funding is available for this purchase from the funds previously received from Sound Transit for the City's parking that was taken by their acquisition. A portion of the $6.1M in revenue received will be allocated to this purchase and the future building demolition and construction of parking facilities in Budget Amendment #1.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. <u>5824</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY, A PURCHASE AND SALE AGREEMENT FOR COMMERCIAL PROPERTY OWNED BY WELLS FARGO BANK, N.A. AT 105 1st STREET NE (Parcel No. 0483000050).

WHEREAS, Sound Transit acquired the City's rights for 113 parking stalls previously available on Parcel No. 0492000460, located on the NW corner of A Street NW and 1st Street NW, in order to construct the 2nd parking garage for the Sounder Station as contemplated in Resolution No. 5751; and

WHEREAS, the City identified 105 1st Street NE ("Property"), King County Tax Parcel No. 0483000050), as a suitable replacement parking site that will provide sufficient parking for the City's current parking needs and replace parking taken by Sound Transit; and

WHEREAS, the City completed an appraisal of the fair market value of 105 1st Street NE and subsequently made an offer to purchase the Property; and

WHEREAS, the owner of the Property, Wells Fargo Bank, N.A., under threat of condemnation, has agreed to sell the Property to the City under those terms and conditions described in the attached Purchase and Sale Agreement.

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

<u>Section 1.</u> The Mayor is (i) authorized to execute the Purchase and Sale Agreement attached as Exhibit A (the "Agreement"), and any future amendments to the Agreement, as appropriate, so long as those amendments do not increase the purchase price of the Property; and (ii) to execute all necessary documents to complete the closing of the purchase transaction to acquire the Property consistent with the terms and conditions of the Agreement.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _________________, 2025.

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

____
Jason Whalen, City Attorney

Resolution 5824
Exhibit A

AGREEMENT OF SALE

105 1st Street NE – Auburn, WA 98002 (BE #192642)

KEY PROVISIONS SUMMARY

Effective Date:	The date this Agreement is executed by the last to sign of Buyer and Seller (as indicated by the date associated with such party's signature) as shown on the signature page(s) attached hereto (Section 17.15)	
Seller:	Wells Fargo Bank, N.A., a national banking association, successor by merger to National Bank of Washington, Tacoma, a national banking association	
Buyer:	City of Auburn, Washington, a Washington municipal corporation	
Property:	That certain real property containing approximately 0.62 acres located at 105 1st Street NE, Auburn, Washington 98002 (all of King County tax parcel number 048300-0050) as more particularly described by a legal description from a deed/title policy attached hereto as Exhibit A and as depicted on the site plan or survey attached hereto as Exhibit B (the "Property"), together with all appurtenances, rights, privileges, and easements benefiting, belonging, or pertaining thereto as well as any improvements and fixtures located thereon (except as otherwise provided in Section 9 below)	
Escrow Agent:	First American Title Insurance Company, 333 W. Santa Clara Street, Suite 220, San Jose, CA 95113-1714, Attn: Carol Herrera (email cmherrera@firstam.com; telephone: (408) 451-7829; Order No. NCS-1245788-SC (Section 3)	
Earnest Money:	$10,000 (Section 3)	
Purchase Price:	$1,080,000 (Section 4)	
Acceptance Date:	Thirty (30) days after the First Party Signature Date (Section 18) *NOTE: Agreement is void if signed/dated after the Acceptance Date per Section 18.*	
Title Period:	Thirty (30) days after the Effective Date (Section 7.1)	
Inspection Period:	Sixty (60) days after the Effective Date (Section 7.2)	
Closing Date:	Not later than thirty (30) days after expiration of the Inspection Period (Section 10.1), but subject to any extensions described in Section 10.1	
Financial Services/ Signage Restrictions:	Two (2) years (Section 6.3)	
Brokers:	None (Section 16)	
Notices: (Section 15)	Seller:	Buyer:
	Wells Fargo CPG Attn: Property Admin (BE #192642) MAC D1116-L10 1525 West W.T. Harris Blvd. Charlotte, NC 28262 E: PropertyAdmin@WellsFargo.com Prior to Closing: Louisa Burke Senior Real Estate Transaction Negotiator E: Louisa.M.Burke@wellsfargo.com Meghan Flynn Senior Counsel E: Meghan.Flynn@wellsfargo.com	City of Auburn, Washington Attn: Nancy Backus, Mayor 25 West Main Street Auburn, WA 98001 E: nbackus@auburnwa.gov With a copy to: Jason Whalen, City Attorney 25 West Main Street Auburn, WA 98001 E: jwhalen@auburnwa.gov
Exhibits:	Exhibit A – Legal Description of Property Exhibit B – Site Plan or Survey of Property Exhibit C – Depiction of Right-of-Way Subject to ROW Dedication Deed Exhibit D – Legal Description of Right-of-Way	

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("**Agreement**") is entered into as of the Effective Date by Seller and Buyer.

The parties agree as follows:

1. Key Provisions Summary; Enumeration of Exhibits. References in the body of this Agreement to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Agreement (e.g., Section references in the right-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Agreement. Notwithstanding anything set forth above, if there is any inconsistency between the Key Provisions Summary and another portion of this Agreement, the terms of the Key Provisions Summary control. The Exhibits enumerated in the Key Provisions Summary and attached to this Agreement are incorporated in this Agreement by reference and are to be construed as a part of this Agreement. Each party shall perform any obligations on its part as set forth in all such Exhibits. **Except where otherwise expressly provided for in this Agreement, any consent or approval required under this Agreement will not be unreasonably withheld, delayed, or conditioned.**

2. Agreement of Sale and Purchase Under the Threat of Eminent Domain. Subject to the terms and conditions of this Agreement, and under the threat of eminent domain, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

3. Earnest Money.

3.1. On or before 5:00 p.m. on the third business day after the Effective Date, Buyer shall deposit with the Escrow Agent (as set forth in the Key Provisions Summary) the Earnest Money (as set forth in the Key Provisions Summary). All sums paid by Buyer to Escrow Agent hereunder are included as part of the Earnest Money. Escrow Agent shall deposit the Earnest Money in a non-interest-bearing account and shall hold, refund, disburse, and distribute the Earnest Money in accordance with the terms hereof.

3.2. Upon request from Escrow Agent, Seller and Buyer shall enter into such escrow agreement as Escrow Agent may reasonably request and will jointly and severally hold Escrow Agent harmless with respect to the performance of its duties as Escrow Agent, except to the extent caused by the gross negligence or willful or wanton misconduct of Escrow Agent.

3.3. Escrow Agent Terms.

3.3.1. In the event of a default by Buyer under the terms of this Agreement leading to termination of this Agreement by Seller as provided in Section 11.1 below, or the termination of this Agreement by Seller in accordance with its terms, Escrow Agent is instructed to deliver the Earnest Money to Seller. In the event of a default by Seller under the terms of this Agreement as provided in Section 11.2 below, or the termination of this Agreement by Buyer in accordance with its terms, Escrow Agent is instructed to deliver the Earnest Money to Buyer. If the sale of the Property is closed, Escrow Agent is instructed to deliver the Earnest Money to Seller to be treated as a credit against the Purchase Price at Closing.

3.3.2. The duties of the Escrow Agent are only as herein specifically provided and purely ministerial in nature and the Escrow Agent incurs no liability whatever except for gross negligence or willful or wanton misconduct. Seller and Buyer each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder.

3.3.3. Any request for disbursement of the Earnest Money must be signed by Buyer and Seller; provided, however, that: (1) if either party terminates this Agreement in accordance with its terms, the non-terminating party's joinder in a request for disbursement of the Earnest Money to the terminating party pursuant to such termination is not required and (2) if either party makes a written request for disbursement to Escrow Agent, with a copy to the other party, and the other party fails to object in writing within ten (10) business days, Escrow Agent is authorized to disburse the Earnest Money to the requesting party. In addition, Escrow Agent is authorized to disburse the Earnest Money in accordance with a court order.

3.3.4. In connection with this escrow, Buyer and Seller shall execute such additional agreements as Escrow Agent may reasonably request. If, at any time, there exists any dispute or contradiction among the parties hereto with respect to the holding or disposition of the Earnest Money or funds for Closing, or if at any time Escrow Agent is unable to determine to Escrow Agent's sole satisfaction the proper disposition of the Earnest Money or funds for Closing, or Escrow Agent's proper actions with respect to its obligations hereunder, then Escrow Agent may, in its sole discretion, resign as Escrow Agent hereunder by delivery of written notice to all parties hereto, and upon such resignation, Escrow Agent shall pay the Earnest Money or funds for Closing and all interest, if any, earned thereon to (i) any court of competent jurisdiction for holding and disposition in accordance with the instructions of such court, or (ii) any successor escrow agent designated mutually among the parties hereto for holding and disposition in accordance herewith or any successor escrow agreement. Upon such resignation, Escrow Agent has no further obligations under this Agreement. Escrow Agent has no liability to any party hereto or any other person with respect to any such suspension of performance or disbursement into court or successor escrow agent, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Earnest Money or funds for Closing, or any delay in or with respect to any other action required or requested of Escrow Agent. Buyer and Seller, jointly and severally, shall reimburse Escrow Agent for all costs and expenses of any legal action or proceeding in connection with the Earnest Money, funds for Closing, or Escrow Agent's obligations hereunder, including reasonable attorneys' fees and disbursements actually incurred, and shall indemnify, defend, and hold harmless Escrow Agent from any and all claims, actions, liabilities, judgments, and costs (including reasonable attorneys' fees actually incurred) incurred in connection with the escrow of the Earnest Money or funds for Closing. Escrow Agent is not liable for any loss of the Earnest Money or funds for Closing by (or because of a failure of) the bank in which such funds are deposited. Escrow Agent may rely upon any instrument, not only as to its due execution, validity, and effectiveness, but also as to the truth and accuracy of any information contained therein, which appears to have been signed or presented by the person or party purporting to sign the same. Escrow Agent is not liable for incidental, indirect, special, consequential, or punitive damages.

4. Purchase Price.

The Purchase Price for the Property (as adjusted by the terms of this Agreement) is payable as follows: (i) Escrow Agent will deliver the Earnest Money to Seller at Closing (as defined in Section 10) and (ii) Buyer shall pay the balance of the Purchase Price to Seller (or Escrow Agent) at Closing by wired funds. Seller shall provide wire instructions to the applicable closing attorney or title company at least five business days prior to Closing. The Purchase Price will not be adjusted if the number of acres contained in the boundaries of the Property or the square footage of any improvements at the Property is later shown to be more or less than the number of acres or square footage as set forth in the Key Provisions Summary.

5. Costs and Pro-Rations at Closing.

5.1. Transfer Taxes, Recording Fees, and Other Fees. Seller shall pay the cost to prepare the deed from Seller, and the cost of recording all documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property (if applicable). Buyer shall pay any applicable transfer (excise) taxes, unless otherwise exempt under the provisions of WAC 458-61A-206, the cost of any title examination fees or other due diligence costs (including but not limited to any survey obtained by Buyer), the cost of any title insurance obtained by Buyer, the cost of preparing and recording all documents to be recorded other than those referred to in the preceding sentence, and any other costs related to the Closing. Each party shall pay its own attorney's fees.

5.2. Taxes. Ad valorem taxes and assessments ("**Taxes**") assessed against the Property for the year in which Closing occurs will be pro-rated on a calendar year or fiscal year basis, as applicable, as of the day of Closing. If the Property is in the tax records as a separate parcel on the date of Closing, the Taxes will be pro-rated based on time and applied in adjustment of the Purchase Price due at Closing. If the Property is part of a larger parcel during the calendar year or tax year of the Closing, the Taxes will be pro-rated on the basis of acreage (and improvements on such acreage, if any) as well as time, and Buyer shall pay to Seller Buyer's resulting share of the Taxes at Closing and Seller shall pay the Taxes due and payable for the year of Closing on the entire larger parcel of which the Property is a part when the same become due, and Buyer shall, as soon as is practicable, cause the Property to be reflected as a separate parcel in the tax records. If tax bills/notices/assessments have not yet been issued for the current calendar or fiscal year as of Closing, such taxes shall be pro-rated at Closing based upon the most recent tax bill/notice/assessment available as of the Closing Date, which will be deemed conclusive between Seller and Buyer for all purposes.

5.3. Utilities. If any utility services are presently being provided to the Property, Seller will pay for such services through the Closing Date, but thereafter any such services in the name of Seller will be terminated. Notwithstanding the foregoing, Buyer shall transfer all utility services at the Property to Buyer as of the Closing Date. If Buyer fails to so transfer the utility services, Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part or arising directly or indirectly out of Buyer's failure to so transfer such utilities. The foregoing indemnification obligations of Buyer survive Closing.

5.4 Pro-Ration of Rents/Termination of Existing Leases. To the extent that there are any leases, licenses, or other use agreements encumbering the Property prior to Closing, rents or other fees being paid by said party shall be pro-rated as of the Closing Date. Seller agrees to terminate all existing leases for parking on the Property prior to Closing and shall ensure that full possession of the Property is available to Buyer as of the Closing Date.

6. Conveyance of Title.

6.1. Deeds. Seller shall convey title to the Property to Buyer as follows: (1) as to that portion of the Property required by Buyer for dedicated right-of-way, as depicted on Exhibit C, Seller will convey said portion of the Property by right-of-way dedication deed, with legal description and form of ROW deed to be prepared by Buyer for Seller's review and execution; and (2) the remainder of the Property not subject to the right-of-way dedication by special (or limited) warranty deed, subject to Taxes for the year of Closing which will be pro-rated between the parties at Closing as provided in Section 5.2 above and subject to matters of survey, easements, encumbrances, restrictions, and any other matters of record, other than defects and encumbrances to be removed, corrected or satisfied in accordance with Section 7 below.

Seller shall not cause or permit any other defects in or liens, encumbrances, or limitations upon Seller's title to the Property to arise from and after the Effective Date; provided, however, that Seller has no obligation to remove "Fieri Facias" that are not specific to the Property or for which Seller is but a garnishee. Seller agrees to terminate all existing leases for parking on the Property prior to Closing.

6.2. **Legal Description.** Seller shall convey the Property by (1) a right-of-way dedication deed, as to that portion of the Property depicted on Exhibit C and as legally described in Exhibit D; and (2) as to the remainder of the Property, by a special (or limited) warranty deed using the historic legal description of the Property that is of record, except for that portion conveyed to Buyer for right-of-way, with legal description set forth in Exhibit D, as surveyed by Buyer. If requested by Buyer, and at Buyer's expense, Seller also shall convey the Property by a quit-claim (non-warranty) deed using the legal description taken from a current and accurate survey of the Property obtained by Buyer at Buyer's expense from a registered land surveyor.

6.3. **Deed Restriction.** The portion of the Property not subject to the right-of-way dedication deed will be conveyed by Seller and accepted by Buyer subject to the following use restriction, which will be set forth in the deed or deeds from Seller:

> "**Affiliated Entity**" means any entity that controls, is controlled by, or is under common control with Grantor, including successors by merger, acquisition, or otherwise. "**Financial Services Business**" means a state or national bank; a savings bank; a credit union; a savings and loan institution; a finance company; an industrial bank; a mortgage company; a securities broker or dealer; a trust company; an investment advisor; a wealth manager; and any other business in the financial services industry that accepts deposits; originates loans; cashes checks; provides automated teller machine services; offers trust services; sells stocks, bonds, or mutual funds; provides investment advice; or offers wealth management services. No entity or person other than Grantor or an Affiliated Entity may conduct a Financial Services Business from the Property (the "**Financial Use Restriction**"). In addition, Grantee shall not permit, allow, or install at the Property any type of signage, whether pylon, monument, plaque, or otherwise, and whether interior or exterior, that includes the name or logo of any Financial Services Business other than Grantor (the "**Signage Restriction**"). The Financial Use Restriction and the Signage Restriction are binding upon Grantee and Grantee's successors and assigns; are deemed to be covenants that touch and concern the land and run with the land; are for the benefit of Grantor and its successors and assigns and its properties located within the same county and state in which the property is located (as well as the counties adjacent thereto); and expire two (2) years after the recording date of this Deed. Grantee acknowledges that a breach of the Financial Use Restriction or the Signage Restriction will cause irreparable damage to Grantor, the exact amount of which will be difficult or impossible to ascertain, and that remedies at law for such breach will be inadequate. Therefore, if Grantee breaches the Financial Use Restriction or the Signage Restriction, then in addition to any other remedy that might be available at law or in equity, (i) Grantor is be entitled to specific performance and injunctive relief without the necessity of proving that actual damages are not an adequate remedy and (ii) Grantee shall not raise the defense that there is an adequate remedy at law.

Notwithstanding the above, Grantor's signage located at the southwest corner of the Property shall be removed if the Seller/Grantor wishes to salvage the sign prior to Closing. Any signage remaining on the Property after Closing will be deemed abandoned by the Seller/Grantor and Buyer/Grantee may dispose of it.

7. **Inspection Period**.

7.1. **Inspection of Seller's Title.** Buyer may during the Title Period examine Seller's title to the Property and notify Seller of any defects in or encumbrances upon Seller's title to the Property (the "**Objections**"). Seller may, but is not obligated to, remove, correct, or satisfy any Objections. If Buyer fails to notify Seller of any Objections prior to 5:00 p.m. on the last day of the Title Period (the "**Title Notice Deadline**"), then Buyer is deemed to have waived any Objections and to have accepted Seller's title to the Property. If Buyer notifies Seller of any Objections prior to the Title Notice Deadline ("**Buyer's Objections Notice**"), Seller shall notify Buyer within ten (10) business days after receipt of Buyer's Objections Notice ("**Seller's Response Period**") whether Seller will seek to remove, correct, or satisfy the Objections ("**Seller's Objections Response**"). If Seller fails to notify Buyer of Seller's Objections Response within Seller's Response Period, then Seller is deemed to have elected not to seek to remove, correct, or satisfy any Objections. If Seller's Objections Response indicates that Seller will not seek to remove, correct, or satisfy all Objections set forth in Buyer's Objections Notice, or if Seller fails to notify Buyer of Seller's Objections Response within Seller's Response Period, then Buyer may either (i) waive the Objections set forth in Buyer's Objections Notice and proceed with Closing or (ii) terminate this Agreement by giving written notice thereof to Seller not later than five (5) business days after the later of (A) Buyer's receipt of Seller's Objections Response if Seller sent a Seller's Objections Response or (B) Seller's Response Period if Seller failed to notify Buyer of Seller's Objections Response within Seller's Response Period. If Buyer fails to so terminate this Agreement, Buyer is deemed to have waived all Objections and to have accepted Seller's title to the Property. If there remain at Closing any Objections that Buyer included in Buyer's Objections Notice for which Seller affirmatively agreed to seek to remove, correct, or satisfy in Seller's Objections Response, then Buyer may elect to: (1) consummate the transaction contemplated hereby without regard to such Objections (in which event, the Purchase Price will not be adjusted because of such Objections) or (2) terminate this Agreement at Closing (in which case the Earnest Money will be refunded promptly to Buyer).

7.2. **Inspection of the Property.** Buyer may during the Inspection Period determine whether the Property is suitable for Buyer's intended development or use thereof. Subject to the limitations set forth in this Section and the requirements set forth in Section 7.3 below, Buyer, its agents, employees, and contractors, may access the Property for the purpose of making inspections, surveys, soil and drainage tests, and generally collecting information deemed necessary by Buyer to make its determination as to the suitability of the Property for Buyer's intended development or use, all at Buyer's sole cost and expense. Within five (5) business days after the Effective Date, Seller shall deliver copies of the following documents to Buyer (but only if such documents exist, are currently in Seller's possession, or can be readily accessible, and relate to the Property): title insurance policy, survey, environmental reports, building condition reports, existing leases, licenses, or other use agreements, rent roll(s), and copies of all vendor and supplier service contracts. If Buyer desires to enter upon the Property (or have a representative of or consultant for Buyer enter upon the Property), Buyer shall give Seller five (5) business days' prior notice of the time of such proposed entry and Seller (or its representative) is entitled to be present during such entry. Buyer shall furnish Seller a copy of any "Phase I" or other report concerning the Property obtained by Buyer during its due diligence efforts, but only upon a termination of this Agreement. In addition, Buyer shall not conduct any invasive testing of the Property (e.g., a Phase II environmental assessment, asbestos testing, geotechnical borings, etc.) without the prior written consent of Seller. In connection with any such request for consent, Buyer shall furnish to Seller a detailed description of the contemplated testing or sampling work, including a site map indicating the location of the proposed testing or sampling. The parties shall, prior to any invasive environmental/hazardous substance testing, enter into a separate access agreement governing such invasive testing. Buyer shall conduct such testing/sampling in such a way as to minimize interference with the business operations of Seller and other occupants, if any, at the Property. Buyer shall furnish to Seller copies of all invasive testing/sampling reports and shall keep such reports confidential unless disclosure is required by applicable law, but only upon a termination of this Agreement. Notwithstanding anything set forth in this Section to the contrary, if Seller is still open for business at the Property Buyer may not access the vault, safe deposit area, behind the teller counter, or any other secured area of the Property without the prior written consent of Seller and in the company of a Seller representative (which consent may be withheld in Seller's sole discretion without considering the interests of Buyer or any third-party). If Buyer delivers written notice to Seller on or before 5:00 p.m. on the last day of the Inspection Period (the "**Inspection Period Deadline**") that the Property is not suitable for Buyer's intended development or use thereof, this Agreement is deemed terminated. If Buyer does not deliver such written notice prior to the Inspection Period Deadline, or if Buyer notifies Seller prior to the Inspection Period Deadline that the Property is suitable for Buyer's intended development or use, then this Agreement continues to be effective and binding upon the parties, the conditions set forth in this Section 7.2 are be deemed to have been satisfied.

7.3. **Insurance Requirements**. Prior to entering the Property, Buyer shall deliver to Seller evidence of Buyer's insurance (or a certificate of insurance if for a contractor of Buyers entering the Property) naming Seller as an additional insured (if such insurance is for a contractor of Buyer) and evidencing not less than the following insurance coverage: (i) Commercial General Liability insurance with limits of liability not less than $3,000,000 per occurrence; (ii) Commercial Auto Liability insurance with combined single limits of liability not less than $1,000,000; and (iii) Workers' Compensation insurance in accordance with applicable statutory requirements.

7.4. **Indemnity.** Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part or arising directly or indirectly out of Buyer or its agents, employees, and contractors entering upon the Property prior to Closing. The foregoing indemnification obligations of Buyer survive the expiration or earlier termination of this Agreement as well as Closing.

8. **Risk of Condemnation or Casualty Pending Closing.** All risk of loss to the Property remains upon Seller until the conclusion of the Closing. If, prior to Closing, the Property, or any part thereof, is damaged materially by fire or other casualty, then, in such event, Seller shall give Buyer prompt written notice thereof. After Buyer's receipt of such notice, Buyer may: (i) accept the Property and proceed to Closing subject to the casualty (as applicable), whereupon any insurance proceeds (as applicable) will be paid to Buyer, and Seller hereby assigns to Buyer all of Seller's right, title, and interest in and to any such insurance proceeds (as applicable) or (ii) terminate this Agreement, whereupon the parties have no rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement. If Buyer does not make the foregoing election prior to the earlier of (A) five (5) business days after receipt of Seller's notice or (B) the Closing Date, then Buyer is deemed to have elected option (i) set forth above.

9. **Condition of Property.** Buyer has the right and has ample opportunity to fully inspect the Property and if Buyer proceeds with the Closing Buyer purchases the Property wholly in "**AS IS**", "**WHERE IS**" condition, with all faults, and without warranty or representation by Seller whatsoever, express, implied, or statutory, pertaining to the Property including the condition thereof or the suitability or fitness thereof for any particular use or purpose, the merchantability thereof or of any improvement thereon, the value or dimensions thereof, or any other matter with respect to the Property or the improvements thereon. Notwithstanding anything set forth herein to the contrary, to the extent Seller has not already done so, Seller **shall**, prior to the Closing Date, remove from the Property all signs, signage structures, and signage panels; telephone equipment; security systems and equipment (including alarms and cameras); and all equipment and furnishings related to banking and financial services (including safe deposit boxes, automated teller machines, night deposit boxes, pneumatic tube systems, under counter steel, etc.). In addition, and notwithstanding anything set forth in this Agreement to the contrary, in no event will any ATM (including any currency, checks, stamps, transaction records, or other contents located therein) or any proprietary or confidential items (e.g., signage, files, ledgers, customer data, computers, hard drives, artwork, etc.) (collectively, "**Banking Equipment**") be transferred to Buyer at Closing and all such Banking Equipment remains the property of Seller. Notwithstanding the foregoing, any furniture, fixtures, and equipment located at the Property after Closing will be deemed to have been permanently abandoned by Seller and conveyed to Buyer.

10. Closing.

10.1. Closing Date. The Closing (the "**Closing**") of the acquisition will occur, if at all, at the offices of Buyer's attorney or at another place mutually agreed upon by the parties hereto (e.g., at the offices of the Escrow Agent). The date of Closing is the Closing Date set forth in the Key Provisions Summary, subject to any reasonable extensions as mutually agreed upon in writing by the parties hereto.

10.2. Possession. Unless otherwise agreed, Seller shall deliver possession of the Property at Closing, free and clear of all leasehold interests.

10.3. Closing Documents. Seller shall execute and deliver at Closing the right-of-way dedication deed and Seller's deed, the necessary excise tax affidavits to be prepared by the Escrow Agent, a customary owner's affidavit with respect to the Property, and an affidavit evidencing Seller's non-foreign status for federal tax purposes. At or prior to Closing, each party shall deliver to the other party documents reasonably required by the other party to establish the authority of such party to enter into and close the transactions contemplated hereby and to complete and evidence the acquisition of the Property contemplated hereby, including, without limitation, a closing statement and such other documents as are reasonably necessary or appropriate to satisfy applicable federal requirements for the reporting of real estate transactions.

11. Breach, Termination, and Expiration.

11.1. Breach by Buyer. Notwithstanding anything to the contrary contained herein, if Buyer fails or refuses to close when required to do so, or is otherwise in breach of this Agreement, and fails to cure either of such breaches within ten (10) days of receipt of written notice of a breach from Seller, then the Earnest Money will be promptly paid over to Seller as full liquidated damages for Buyer's failure or refusal to close in accordance with the terms of this Agreement, or for Buyer's other breach, as the case may be. The parties acknowledge the difficulty of ascertaining Seller's damages in such a circumstance and agree that the amount of the Earnest Money represents a reasonable and mutual attempt by Buyer and Seller to anticipate the consequence to Seller of Buyer's breach. Upon the implementation of this Section 11.1, and except for obligations that survive the expiration or earlier termination of this Agreement, this Agreement is deemed terminated and neither party has any other remedy (e.g., specific performance or damages other than liquidated damages as provided in this Section 11.1) for Buyer's failure or refusal to close, or for Buyer's other breach of this Agreement, as the case may be

11.2. Breach by Seller. Notwithstanding anything to the contrary contained herein, if Seller fails or refuses to close when required to do so, or is otherwise in breach of this Agreement, and fails to cure either of such breaches within ten (10) days of receipt of written notice of a breach from Buyer, then the Earnest Money, plus an amount equal to the amount of the Earnest Money (collectively, "**Seller's Default Payment**"), will be promptly paid to Buyer as full liquidated damages for Seller's failure or refusal to close in accordance with the terms of this Agreement or for Seller's other breach, as the case may be. The parties acknowledge the difficulty of ascertaining Buyer's damages in such a circumstance and agree that the amount of Seller's Default Payment represents a reasonable and mutual attempt by Seller and Buyer to anticipate the consequence to Buyer of Seller's breach. Upon the implementation of this Section 11.2, and except for obligations that survive the expiration or earlier termination of this Agreement, this Agreement is deemed terminated and, except for Buyer's right to exercise its power of condemnation provided for under the 5th Amendment of the U.S. Constitution and/or Chapter 8.12 of the Revised Code of Washington, neither party has any other remedy (e.g., specific performance or damages other than liquidated damages as provided in this Section 11.2) for Seller's failure or refusal to close, or for Seller's other breach, as the case may be.

12. Cancellation of Record of Buyer's Rights. If this Agreement expires or is terminated prior to Closing, Buyer's rights and interests in and to the Property are deemed void; provided, however, that Buyer shall, upon request of Seller, execute and deliver to Seller a quit-claim deed releasing the Property from any right or interest of Buyer, unless Buyer provides notice to Seller of Buyer's intent to proceed with its power of condemnation.

13. Confidentiality. All documents, records, and materials provided to or made available to Buyer hereunder (collectively, the "**Due Diligence Documents**") are confidential but, once received by Buyer, are deemed a public record as provided by RCW 42.56. Subject to the provisions of RCW 42.56, Washington's Public Records Act, and any lawful public records requests received by Buyer, Buyer does not intend to distribute or disclose them to any person or entity other than to (i) Buyer's directors, officers, employees, and partners, and (ii) those brokers, consultants, lenders, or other third parties working with Buyer in connection with this Agreement that need to know such information for the purpose of consummating Closing. If the transaction evidenced hereby fails to close, Buyer shall return to Seller all copies of the Due Diligence Documents that Seller or its agents delivered to Buyer. **THE FURNISHING OF ANY MATERIALS, DOCUMENTS, REPORTS, OR AGREEMENTS DESCRIBED ABOVE IS NOT TO BE INTERPRETED IN ANY MANNER AS A REPRESENTATION OR WARRANTY OF ANY TYPE OR KIND BY SELLER OR ANY SHAREHOLDER, PARTNER, AGENT, OFFICER, DIRECTOR, OR EMPLOYEE OF SELLER OR ANY OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING.** Subject to the provisions of applicable law, including RCW 42.56, the confidentiality obligations of Buyer survive the expiration or earlier termination of this Agreement.

14. Assignment. Buyer shall not assign Buyer's rights under this Agreement without Seller's prior written consent, which may be withheld by Seller in its sole and absolute discretion (it being understood that Seller is entering into this transaction in part because of Buyer's or Buyer's principals' specific experience and creditworthiness). Buyer may, however, upon prior written notice to Seller, which notice must be received by Seller at least five (5) business days prior to Closing, assign this Agreement to an entity that controls, is controlled by, or is under common control with Buyer if the assignee expressly assumes all of Buyer's obligations hereunder. Such notice must contain the assignee's full legal name, social security number or TIN (as applicable), full address, and any other information reasonably requested by Seller. Buyer will not be released from its obligations herein in the event of any such assignment.

15. Notices.

15.1. Written Notice; Delivery Methods. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Agreement shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party's attorney is authorized to sign and send a

Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Certified Mail, return receipt requested, with postage paid; (c) nationally recognized overnight courier, with all fees paid; or (d) email (but only if a party's email address is included in its notice address below or is otherwise provided to the other party by a Notice). If a Notice is sent by email, the party sending the Notice also must send, unless such requirement is waived in a return email from the receiving party, a confirmation copy of the Notice by one of the other methods set forth above within three (3) business days after the send date of the email (or else such email notice is void).

15.2. <u>Addresses</u>. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**<u>Addressee</u>**") at the address(es) listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice.

15.3. <u>Effectiveness of a Notice</u>. Except as provided elsewhere in this Agreement, a Notice is effective only if (i) the party giving the Notice has complied with the two subsections set forth above and (ii) the Notice is deemed to have been received by the Addressee. A Notice is deemed to have been received by the Addressee as follows: (a) if a Notice is delivered in person, sent by Certified Mail, or sent by nationally recognized overnight courier: on the earlier of the date of delivery or the date the Notice is available for pickup, all as evidenced by the records of the delivering person or entity; (b) if a Notice is sent by email: on the date the email Notice is sent to the Addressee's email address; and (c) if the Addressee rejects or otherwise refuses to accept the Notice (e.g., if the Addressee does not pick up the Notice timely), or if the Notice cannot be delivered because of a change in address for which no Notice was given: upon the rejection, refusal, or inability to deliver the Notice, which will be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity.

15.4. <u>Delivery Time of Notice</u>. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

16. <u>Broker(s)</u>. Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Agreement other than the Broker(s) and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Agreement other than the Broker(s). Seller shall pay Seller's Broker a commission fee pursuant to a separate written agreement between Seller and Seller's Broker. Seller's Broker is responsible for paying Buyer's Broker a commission as a cooperating broker pursuant to a separate written agreement between Seller's Broker and Buyer's Broker. Each party shall indemnify and hold harmless the other party from and against all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder. The provisions of this <u>Section 16</u> survive Closing or the earlier termination of this Agreement.

17. <u>Additional Terms</u>.

17.1. <u>Successors or Assigns</u>. The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective heirs, administrators, executors, legal representatives, and permitted successors and assigns, if any.

17.2. **Severability.** If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section 17.2, the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17.3. **Waiver.** The parties may waive any provision of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

17.4. **Amendment.** The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

17.5. **Headings & Interpretation.** The descriptive headings/captions of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation. Whenever used in this Agreement: (i) except as specifically set forth otherwise in this Agreement, the words "herein", "hereof", and similar words refer to this Agreement in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited; (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Agreement.

17.6. **Choice of Law.** The laws of the state, commonwealth, or jurisdiction where the Property is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

17.7. **Authority to Execute.** Each party represents to the other party that this Agreement: (i) resulted from an arm's-length negotiation; (ii) has been duly authorized, executed, and delivered by and on behalf of such party; and (iii) constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Agreement. In addition, Seller represents to Buyer that Seller has the full right, power, and authority to enter into this Agreement without the necessity of obtaining any third party approval (other than those already obtained by Seller) and that the terms of this Agreement do not violate any agreement, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

17.8. **No Construction Against Drafting Party.** Seller and Buyer acknowledge that each of them and their respective counsel have had an opportunity to review this Agreement and that this Agreement will not be construed for or against either party merely because such party prepared or drafted this Agreement or any particular provision thereof.

17.9. **Counterparts & Digital Signatures.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart. This Agreement is valid, binding, and enforceable against a party only when executed by an authorized individual on behalf of a party by means of (i) an electronic signature that complies with the federal Electronic Signatures in

Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature has for all purposes the same validity, legal effect, and admissibility in evidence as an original manual signature. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies) In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

17.10. Damages. Notwithstanding anything set forth in this Agreement to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.

17.11. Time of the Essence. Time is of the essence in this Agreement.

17.12. Business Days. "**Business Day**" (or "**business day**") means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Property is located ("**Bank Holiday**"). To compute a time period under this Agreement when the period is stated in days or a longer unit of time: (i) exclude the day of the event that triggers the period; (ii) count every day, including intermediate Saturdays, Sundays, and Bank Holidays; and (iii) include the last day of the period, but if the last day is a Saturday, Sunday, or Bank Holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or Bank Holiday.

17.13. Attorneys' Fees. In the event of any litigation related to this Agreement, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the "**Receiving Party**") against the other party (the "**Paying Party**") in such litigation, the Paying Party will pay upon demand all of the Receiving Party's costs, charges, and expenses (including reasonable attorneys' fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party is not entitled to any such costs, charges, or expenses.

17.14. Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

17.15. Effective Date. If Buyer or Seller signs this Agreement but fails to date its signature then the date that the second party to sign receives the other party's undated signature will be deemed to be the date of the undated signature and the second party to sign may inscribe such date as the date associated with the undated signature; provided, however, that if only one of Buyer or Seller dates its signature below, then such date is deemed to be the Effective Date of this Agreement.

17.16. Anti-Money Laundering, Sanctions, and Anti-Corruption.

17.16.1. "**AML Laws**" means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. "**Anti-Corruption Laws**" means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. "**Sanctions**" means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. Each party represents to the other party that it is not a target of Sanctions and will not directly or indirectly transfer any of its interest in the Agreement to a target of Sanctions. Each party shall not violate applicable Sanctions, AML Laws, or Anti-Corruption Laws to the extent that such violation results in it being unlawful for the non-violating party to transact business under the Agreement with the violating party. If a violation occurs that results in it being unlawful for the non-violating party to transact business under the Agreement with the violating party, the non-violating party may suspend, upon written notice thereof to the violating party, any monetary obligations under the Agreement until such time as the violating party is no longer in violation. In addition, if such violation is not cured promptly, the non-violating party may terminate the Agreement upon prior written notice thereof to the violating party.

17.16.2. "**Sanctions Info**" means (i) full legal name, (ii) TIN/SSN for an entity or individual, as applicable, that is a party to the Agreement, and (iii) full current business street address. "**Entity Signatory**" (collectively, "**Entity Signatories**") means an entity that executes this Agreement directly or indirectly for an entity party. Buyer shall, prior to execution of this Agreement, deliver to Seller a notice setting forth Sanctions Info for all entities and individuals that are a party to the Agreement and for all Entity Signatories (e.g., if the entity executing this Agreement is John Smith LLC (the entity party) by Peter Jones LLC, its sole manager (the Entity Signatory), by Jack Miller, its sole manager, then the notice must include Sanctions Info for John Smith LLC and for Peter Jones LLC, but not for Jack Miller). Thereafter, each party shall, within five (5) business days after receipt of written notice thereof from the other party, deliver to the requesting party a notice setting forth the Sanctions Info (see example above) for all entities and individuals that are a party to the Agreement and for all Entity Signatories.

18. Offer and Acceptance & Binding Effect. This Agreement, as executed by the first party to execute this Agreement (the "**Offeror**"), constitutes an offer to the other party to execute this Agreement (the "**Offeree**"). "**First Party Signature Date**" means the date the Offeror signs this Agreement as shown on the signature page(s) attached hereto. The Offeree may accept the offer, if at all, by delivering to the Offeror one (1) fully executed original or counterpart of this Agreement on or before 5:00 p.m. on the Acceptance Date. Notwithstanding the notice provisions of this Agreement, acceptance of the offer will be effective only upon the actual receipt by the Offeror of the above executed original or counterpart. The above offer, if not timely accepted as provided above, is void as of the date and time set forth above.

19. Merger/Prior Agreements. THIS AGREEMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS AGREEMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AGREEMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS AGREEMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS AGREEMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

20. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[Remainder of Page Left Blank Intentionally –
Signatures on Following Page(s)]

The parties hereby execute this Agreement as of the dates set forth below.

Seller:

WELLS FARGO BANK, N.A.

By: Signed by: Louisa Burke 92F5D615FE11410...

Print Name: Louisa Burke

Title: Vice President

Date: 4/3/2025

By: DocuSigned by: Jennifer Hansen 479BE910752F471...

Print Name: Jennifer Hansen

Title: Assistant Vice President

Date: 4/3/2025

Buyer:

CITY OF AUBURN WASHINGTON

By: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Approved as to Form

By: ______________________

City Attorney

Attested:

By: ______________________

City Clerk

Escrow Agent:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Auburn WA (105 1st NE - BE192642) - Sale Agreement 4922-8159-6197 v.2

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

Lots 10 through 16, Block 1, BALLARD'S COMMERCIAL ADDITION TO AUBURN, according to Plat recorded in Volume 29 of Plats, Page 49, in King County, Washington;

TOGETHER WITH that vacated alley adjoining, which insured thereto by Ordinance No. 1336, recorded under Recording No. 6026449.

EXHIBIT B

SITE PLAN

EXHIBIT C

DEPICTION OF RIGHT-OF-WAY SUBJECT TO
RIGHT-OF-WAY DEDICATION DEED

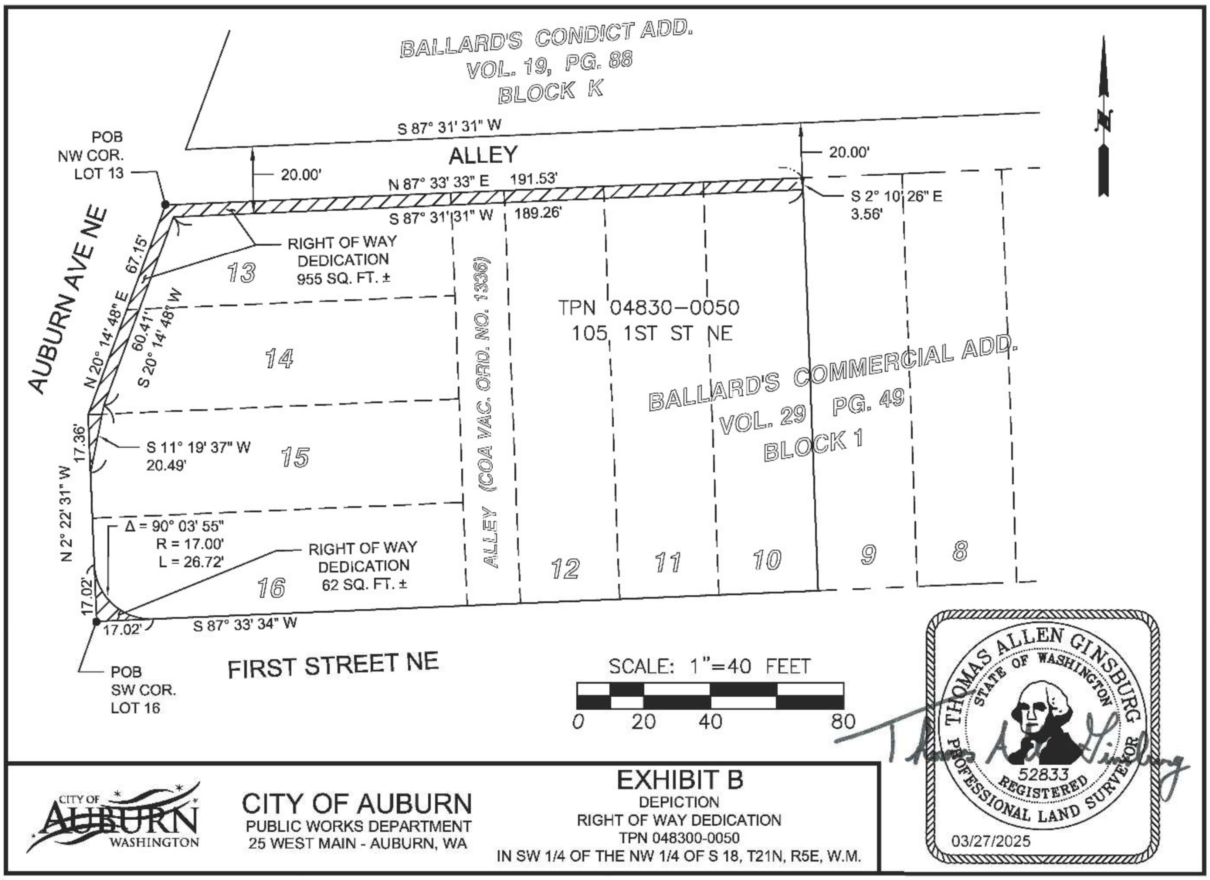

EXHIBIT D

RIGHT-OF-WAY DEDICATION
LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 10 THROUGH 16, BLOCK 1, BALLARD'S COMMERCIAL ADDITION TO AUBURN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON, TOGETHER WITH VACATED ALLEY, AS VACATED BY CITY OF AUBURN ORDINANCE NO. 1336, RECORDED MAY 10, 1966, UNDER RECORDING NO. 6026449, DESCRIBED AS FOLLOWS:

BEGINNING AT THE **SOUTHWEST CORNER OF** SAID LOT 16, SAME BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY MARGIN OF AUBURN AVENUE AND THE NORTH RIGHT OF WAY MARGIN OF FIRST STREET NORTHEAST;

THENCE ALONG THE WEST LINE OF SAID LOT 16, NORTH 2° 22' 31" WEST A DISTANCE OF 17.02 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 17.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH 87° 37' 29" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 26.72 FEET THROUGH A CENTRAL ANGLE OF 90° 03' 55" TO THE SOUTH LINE OF SAID LOT 16, SAME BEING SAID NORTH MARGIN OF FIRST STREET NORTHEAST;

THENCE ALONG SAID SOUTH LOT LINE, SOUTH 87°33'34" WEST A DISTANCE OF 17.02 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13 OF SAID PLAT, SAME BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY MARGIN OF AUBURN AVENUE AND THE NORTH LINE OF BLOCK 1 OF SAID PLAT;

THENCE ALONG THE NORTH LINE OF SAID BLOCK 1, NORTH 87° 33' 33" EAST A DISTANCE OF 191.53 FEET TO THE NORTHEAST CORNER OF LOT 10;

THENCE ALONG THE EAST LINE OF SAID LOT 10, SOUTH 2° 10' 26" EAST A DISTANCE OF 3.56 FEET TO A POINT THAT IS PERPENDICULAR TO AND 20.00 FEET SOUTH OF THE SOUTH LINE OF BLOCK K, PLAT OF ARTHUR C. BALLARD'S CONDICT ADDITION TO AUBURN, WASHINGTON, VOLUME 19 OF PLATS, PAGE 88, RECORDS OF KING COUNTY, WASHINGTON;

THENCE LEAVING SAID EAST LOT LINE AND PARALLEL WITH SAID SOUTH LINE OF SAID BLOCK K SOUTH 87° 31' 31" WEST A DISTANCE OF 189.26 FEET;

THENCE SOUTH 20° 14' 48" WEST A DISTANCE OF 60.41 FEET;

THENCE SOUTH 11° 19' 37" WEST A DISTANCE OF 20.49 FEET TO SAID EASTERLY RIGHT OF WAY MARGIN, SAME BEING THE WEST LINE OF LOT 15, BLOCK 1 OF BALLARD'S COMMERCIAL ADDITION TO AUBURN;

THENCE ALONG SAID EASTERLY MARGIN, NORTH 2° 22' 31" WEST A DISTANCE OF 17.36 FEET;

THENCE CONTINUING ALONG SAID EASTERLY MARGIN, NORTH 20° 14' 48" EAST A DISTANCE OF 67.15 FEET TO THE POINT OF BEGINNING.

SAID RIGHT OF WAY DEDICATION CONTAINING A TOTAL AREA OF 1,017 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 87° 31' 34" EAST BEING THE MONUMENTED CENTERLINE OF EAST MAIN STREET FROM CITY OF AUBURN (COA) MONUMENT 808-033 AT THE INTERSECTION OF EAST MAIN STREET AND AUBURN AVENUE NE TO COA MONUMENT 709-022 AT THE INTERSECTION OF EAST MAIN STREET AND D STREET NE.