



City of SeaTac

Council Workshop Agenda

June 14, 2011
5:00 PM

City Hall
Council Chambers

CALL TO ORDER:

DISCUSSION ITEM:

- Sound Transit South 200th Street Theme (*60 minutes*)

By: Program Manager Soraya Lowry / Sound Transit Manager of Architecture and Art Debora Ashland / Artist Laura Haddad

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

June 14, 2011
6:00 PM

City Hall
Council Chambers

CALL TO ORDER:

ROLL CALL:

FLAG SALUTE:

PUBLIC COMMENTS (at the beginning of the meeting): (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

1. PRESENTATIONS:

- **City Manager Re-appointment of Erin Sitterly to the Civil Service Commission (5 minutes)**
By: City Manager Todd Cutts
- **Introduction of new City Employee: Development Review Manager Ali Shasti (5 minutes)**
By: City Manager Todd Cutts
- **Library Advisory Committee Annual Report (5 minutes)**
By: Valley View Managing Librarian Bruce Greeley / Chair Cheryl Forbes
- **Domestic Abuse Women's Network (DAWN) (5 minutes)**
By: Executive Director Cheryl Bozarth
- **International Festival (5 minutes)**
By: Parks and Recreation Director Kit Ledbetter
- **Interlocal Agreement (ILA) with Kent Fire Department Regional Fire Authority (RFA) Update (10 minutes)**
By: Fire Chief Jim Schneider
- **Council Consideration of Mayoral appointment of Ronald Altier to the Human Services Advisory Committee (5 minutes)**
By: Mayor Terry Anderson

2. DISCUSSION ITEM:

- **Summary of Donation \$500 or Greater for the period ended June 10, 2011 (5 minutes)**
By: City Manager Todd Cutts

AGENDA BILL PRESENTATIONS:

3. **Agenda Bill #3332 – An Ordinance authorizing the City Manager to execute agreements with Coulomb Technologies, Inc. for installation of two electric car charging stations to be placed at City Hall, authorizing public use of the charging station without fee, and amending the 2011 Annual City Budget (5 minutes)**
By: Facilities Manager Pat Patterson / Public Works Director Tom Gut
4. **Agenda Bill #3330 – A Resolution amending the City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services (5 minutes)**
By: City Clerk Kristina Gregg / Police Captain Annette Louie

5. CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 94228 – 94343) in the amount of \$447,214.60 for the period ended June 3, 2011.
- **Approval of payroll vouchers** (check nos. 49770 – 49813) in the amount of \$414,863.18 for the period ended May 31, 2011.

5. CONSENT AGENDA (Continued):

- **Approval of payroll electronic fund transfers** (check nos. 68476 - 68653) in the amount of \$404,453.64 for the period ended May 31, 2011.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$84,036.30 for the period ended May 31, 2011.
- **Summary of Donation \$500 or Greater** for the period ended June 10, 2011.

Approval of Council Meeting Minutes:

- **Land Use and Parks Committee Meeting** held May 24, 2011.
- **Transportation and Public Works Committee Meeting** held May 24, 2011.
- **Regular Council Meeting** held May 24, 2011.

Agenda Items reviewed under Agenda Bill Presentations will be considered for placement on this Consent Agenda. Please refer to the items in the Council packet, if necessary.

PUBLIC COMMENTS (related to the Consent Agenda): (Individual comments shall be limited to one minute and group comments shall be limited to three minutes.)

PUBLIC COMMENTS (related to the following Unfinished Business): (Individual comments shall be limited to two minutes. Group comments shall be limited to five minutes.)

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COUNCIL COMMENTS:

EXECUTIVE SESSION:

ADJOURN:

1. **PRESENTATIONS:**

- **City Manager Re-appointment of Erin Sitterly to the Civil Service Commission (5 minutes)**

By: City Manager Todd Cutts

- **Introduction of new City Employee: Development Review Manager Ali Shasti (5 minutes)**

By: City Manager Todd Cutts

- **Library Advisory Committee Annual Report (5 minutes)**

By: Valley View Managing Librarian Bruce Greeley / Chair Cheryl Forbes

- **Domestic Abuse Women's Network (DAWN) (5 minutes)**

By: Executive Director Cheryl Bozarth

- **International Festival (5 minutes)**

By: Parks and Recreation Director Kit Ledbetter

- **Interlocal Agreement (ILA) with Kent Fire Department Regional Fire Authority (RFA) Update (10 minutes)**

By: Fire Chief Jim Schneider

- **Council Consideration of Mayoral appointment of Ronald Altier to the Human Services Advisory Committee (5 minutes)**

By: Mayor Terry Anderson



MEMORANDUM

Date: June 9, 2011
To: City of SeaTac Mayor and Council
From: Kristina Gregg, City Clerk *KGG*
Subject: Human Services Advisory Committee

Please be advised that Mayor Terry Anderson has selected, for the Council's consideration, the following individual that she feels is best qualified to serve as a member of the Human Services Advisory Committee. The appointment is being presented at the June 14, 2011 Regular Council Meeting for your consideration and then, if accepted by Council, at the June 28, 2011 Regular Council Meeting for confirmation of appointment.

Appointment:

Human Services Advisory Committee:

- Ron Altier to fill an unexpired term to end December 31, 2012

Attachment: Application

Cc: Human Services Manager Colleen Brandt-Schluter

SUMMARY OF DONATIONS \$500 OR GREATER

For June 14, 2011 - Regular Council Meeting

Period ended June 10, 2011

<u>Donor Name</u>	<u>Description</u>	<u>Amount</u>
South King Fire and Rescue	1994 Ford Club Van VIN 1FMEE11N3RHB66062 to the Fire Department for use by the Fire Explorer Post. Replaces Apparatus 110, 1985 Ford Van VIN 1FTHS3418FHC22717, which will be surplus.	\$2,600 (Estimated)

SeaTac City Council
REQUEST FOR COUNCIL ACTION
 Department Prepared by: Public Works and Parks

Agenda Bill #: **3332**

TITLE: An Ordinance authorizing the City Manager to execute agreements with Coulomb Technologies, Inc. for installation of two electric car charging stations to be placed at City Hall, authorizing public use of the charging station without fee, and amending the 2011 Annual City Budget.

May 31, 2011	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 6/14/11</u>	
Ord/Res Exhibits: <u>Exhibit A—Agreements with Coulomb Technologies, Inc.</u>	
Review Dates: <u>T&PW 4/26/11, 5/24/11</u>	
Prepared By: <u>Tom Gut, Public Works Director and Pat Patterson, Facilities Manager</u>	
Director: <u><i>Thomas W. Gut</i></u>	City Attorney: <u><i>Mary Mirante Barolo</i></u>
Finance: <u><i>Marilyn</i></u>	BARS #: <u>501.000.11.597.78.00.000 301.397.78.00.000 and 301.000.04.594.19.63.197</u>
City Manager: <u><i>Todd Gut</i></u>	Applicable Fund Name(s): <u>Equipment Rental and Municipal Capital Improvements</u>

MR
KA

SUMMARY: This Ordinance authorizes the necessary agreements and budget amendment in order to install two electric vehicle charging stations for public use at City Hall. Furthermore, public use of the charging station is authorized without a fee.

DISCUSSION / ANALYSIS / ISSUES: The City has applied for and has been approved to accept the American Recovery and Reinvestment Act (ARRA) grant offered for the installation of charging stations in the northwest region. There are two companies offering the grant locally: Ecotality North America and Charge Northwest. Charge Northwest, distributor of Coulomb Technologies, Inc., was selected based on their longer track record and clearer provisions outlined in their contract. Unlike Ecotality, the City would take possession of the equipment from Charge Northwest upon installation. Charge Northwest also offers an additional no-fee year which would end January 1, 2014. At that time the City may pay the yearly \$199 fee with Charge Northwest to provide a cost collection service or the City may contract with any vendor of their choosing. The proposed Ordinance authorizes the City Manager to execute agreements, in substantially similar form as attached, to install two Level 2 electric car charging stations at City Hall.

Second, the proposed Ordinance specifies that the use of the charging stations at City Hall would be without payment. By not requiring payment to utilize the charging stations, it is expected that this will promote the technology. The average electrical utility cost to the City for a vehicle charge is estimated at \$2.00-\$5.00, depending upon level of charge needed for the vehicle. The City may elect at anytime to collect for this cost and any other service costs associated with charging a vehicle.

Finally, the proposed Ordinance amends the 2011 annual budget. Although the charging stations are mostly grant funded, the installation of the stations is estimated not to exceed \$5,500. A budget amendment is necessary in order to make this appropriation.

RECOMMENDATION(S): It is recommended that the City Council adopt the proposed Ordinance.

FISCAL IMPACT: The cost to install the charging station is estimated not to exceed \$5,500.00. The funds to cover this cost will come from retirement of one vehicle from the City fleet.

ALTERNATIVE(S): 1) Do not adopt the Ordinance and therefore do not install a public charging station at City Hall. However, the City will soon purchase a plug-in electric vehicle for its fleet. The proposed public charging stations would be faster charging (Level 2) than a single use vehicle charger; 2) Amend the Ordinance prior to adoption.

ATTACHMENT(S): 1. Award letter.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute agreements with Coulomb Technologies, Inc. for installation of two electric car charging stations to be placed at City Hall, authorizing public use of the charging station without fee, and amending the 2011 Annual City Budget.

WHEREAS, the SeaTac City Council has reviewed Agenda Bill #3332, submitted by the Public Works and Parks Departments, requesting authorization to install two Level 2 electric vehicle charging stations at City Hall for public use at no charge; and

WHEREAS, although the charging stations are mostly grant funded, the cost of the installation of the stations is the City's responsibility, and estimated to not exceed \$5,500; and

WHEREAS, amendment to the City's 2011 Annual City Budget is necessary to provide the estimated revenue and additional appropriation authority to transfer funds from the Equipment Rental Fund #501 to the Municipal Capital Improvements Fund #301, and to pay for the estimated \$5,500 installation cost of the charging stations;

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

Section 1. The 2011 Annual City Budget shall be amended to increase expenditures by \$5,500 in the Equipment Rental Fund #501.

Section 2. The 2011 Annual City Budget shall be amended to increase estimated revenue by \$5,500 and expenditures by \$5,500 in the Municipal Capital Improvements Fund #301.

Section 3. The City Manager is authorized to sign agreements with Coulomb Technologies, Inc., in substantially similar form as attached hereto as Exhibit A. The electric car charging stations installed pursuant to these agreements shall be available for use by the public without a fee.

Section 4. This Ordinance shall not be codified, and shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2011, and signed in authentication thereof on this _____ day of _____, 2011.


CITY OF SEATAC

Terry Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante-Bartolo, City Attorney

[Effective Date: _____]

[Electric vehicle charging stations and 2011 Budget amendment]



CHARGEPOINT AMERICA™ STATION AWARD AGREEMENT

1. **Charging Stations.** You (“You”) have been awarded one or more Coulomb Technologies, Inc. (“CTI”) electric vehicle charging stations under the ChargePoint America™ Program . The Program has been funded in part under the terms of Grant number DE-EE0003391 from the United States Department of Energy (the “DOE”) as part of the American Reinvestment and Recovery Act (“ARRA”). The charging stations will be installed at the locations specified on Appendix A.

Product Name	Product Description	Product Code	Quantity	Unit Price	Total Price
CT2101C-CDMA-LOCK-CCR	CHARGEPOINT AMERICA DOE EVSE PACKAGE Commercial /Public Outdoor Dual Output Level2/Level1 J1772 & Nema 5-20R EVSE,208/240V 30A Max.& 120VAC 16A Max Simultaneous operation, Gateway, Zigbee LAN, Locking holster, Bollard. ChargePoint America DOE Parts Warranty thru 12/31/2013 . UL Listed.	CT2101C-CDMA-LOCK-CCR	1	\$0.00	\$0.00



CT2101C-LOCK-CCR	Dual 208/240-30A and 120V-12A Output Bollard with locking holster option and credit card reader	CT2101C-LOCK-CCR	1	\$0.00	\$0.00
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Grand Total:	\$0.00
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2. Shipment and Delivery. CTI will pay for the cost of standard delivery charges of the Charging Stations to the locations designated by You in writing to CTI. CTI shall choose the method by which Charging Stations are to be delivered. If You desire expedited delivery, You will be responsible for the payment of all delivery charges. No Charging Stations will be delivered until CTI has received written confirmation that You have obtained all applicable permits for the installation of the Charging Stations. A CTI representative, or one of its authorized distributors (“Authorized Distributors”) will assist You in obtaining the necessary permits.

3. Installation. (a) Unless specifically agreed in writing, installation of the Charging Stations may only be done by an Authorized Distributor or one or more installers chosen by such Authorized Distributor. Should You wish to use your own installer, you shall request CTI’s permission, in its reasonable discretion, to do so no more than fifteen (15) days prior to the scheduled installation date. You should be aware, however, that your installer may be subject to the provisions of the Davis Bacon Act (FAR 52.222-6). The Davis Bacon Act is a federal law that requires certain private contractors working on federal construction projects to pay their workers a wage at least equal to locally prevailing wages, as determined by the United States Department of Labor, for the type of work being performed. It is likely that the installation of Charging Stations would be treated as a federal construction project requiring observance of the Davis Bacon Act requirements. Union pay scales have frequently been used as a guide by the Department of Labor when determining locally prevailing wages. In addition, because the Charging Stations are being awarded to You under a federal program, in the event You use your own installer, such installer shall become subject to certain audit and other rights granted to the United States government and to CTI. YOU SHOULD CONTACT CTI IMMEDIATELY FOR A COMPLETE EXPLANATION OF THE APPLICABLE REPORTING, AUDITING AND OTHER REQUIREMENTS THAT APPLY TO YOU OR YOUR INSTALLER SHOULD YOU WISH TO USE YOUR OWN INSTALLER TO INSTALL THE CHARGING STATIONS.

(b) You agree to cause the installation of the Charging Stations within forty five (45) days of their delivery to You. In the event that the Charging Stations have not been installed by the expiration of such forty five day period, CTI reserves the right to reclaim the Charging



Stations. In the event that You are having trouble arranging for the installation of the Charging Stations by an Authorized Distributor or an installer chosen by such Authorized Distributor, please contact CTI as soon as possible so that it can assist you in obtaining prompt installation of the Charging Stations.

(c) The Charging Stations are not to be removed from their packaging by any person other than the Installer.

4. **Warranty.** The Charging Stations will be covered by the terms of CTI's standard Warranty (the "Warranty") for a period beginning on the date of installation and running until December 31, 2013. Should You wish to obtain an extended warranty, You should contact CTI or an Authorized Distributor.

5. **Access to the Public.** All of the Charging Stations will be installed in a manner and in locations that make them available for access and use by the general public. The Charging Stations, and the facilities in which they are located, shall be kept clean and in good repair. You shall promptly call CTI or an Authorized Distributor in order to arrange for the repair of any non-functioning Charging Stations.

6. **Network Access.** As a part of the award, You will receive free a free subscription for ChargePoint™ Network Standard Service, as defined in the ChargePoint™ Master Services Subscription Agreement (the "Master Services Agreement"), that will expire December 31, 2013 (the "Subscription Period"). You must execute a copy of the Master Services Agreement as a part of your obligations under this ChargePoint America™ Station Award Agreement and must keep the Charging Stations connected to the ChargePoint™ Network throughout the entire Subscription Period. CTI offers various other services, such as billing services, which may be accessed through the ChargePoint™ Network. All of such services are subject to CTI's standard terms and conditions.

7. **Access to Information.** The use of the Charging Stations will be subject to CTI's standard privacy policy (the "Privacy Policy"), which may be accessed at <https://www.chargepointportal.net/index.php/general/uri/privacv.html>. Notwithstanding anything to the contrary contained in the immediately preceding sentence, or in the Privacy Policy, CTI reserves the right, on behalf of the DOE, to collect certain anonymous information regarding the use and operation of the Charging Stations.

8. **Certain Rights of the United States Government.** Notwithstanding the fact that You are being awarded the Charging Stations under the Program, the United States Government reserves the right to seize the Charging Stations under certain, limited circumstances, including, without limitation, national emergency.

9. **No Right to Remove or Sell the Charging Stations.** The Charging Stations may not be sold or removed from their place of installation, prior to January 1, 2014, without the prior written consent of CTI.

10. **Additional Charging Stations.** In the event that You have purchased Charging Stations that are to become a part of the Program, CTI's standard terms and conditions shall apply.



11. No Amendment or Modification. No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted.

12. Waiver. CTI's failure at any time to require your performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. CTI's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. CTI's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by a CTI authorized representative. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

13. Applicable law. This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under this Agreement.

14. Waiver of Jury Trial. You and CTI each hereby waive any right to jury trial in connection with any action or litigation arising out of this Agreement.

15. Severability. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either You or CTI will to any extent be determined by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, You and CTI or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

16. Assignment. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CTI.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

COULOMB TECHNOLOGIES, INC.

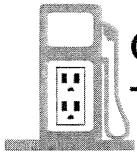
Praveen K. Mandal, President

AWARDEE:

By: _____
(Signature)

Name: _____

Title: _____



Coulomb
Technologies



APPENDIX A - CHARGING STATION LOCATIONS

Station #1 - 4800 S 188th St, Seatac, WA 98188

Station #2 - 4800 S 188th St, Seatac, WA 98188

CHARGEPOINT®
MASTER SERVICES SUBSCRIPTION AGREEMENT

IMPORTANT: PLEASE READ THIS MASTER SERVICES SUBSCRIPTION AGREEMENT (“AGREEMENT”) CAREFULLY.

THIS AGREEMENT GOVERNS REGISTRATION OF YOUR CHARGING STATION ON THE CHARGEPOINT NETWORK AND ACTIVATION OF CHARGEPOINT NETWORK SERVICES. SUBSCRIBING FOR A CHARGEPOINT NETWORK SERVICE CONSTITUTES ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IS BINDING ON YOU AND THE BUSINESS ENTITY YOU REPRESENT (COLLECTIVELY, “SUBSCRIBER” OR “YOU”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS; IF NOT, YOU MAY NOT ENTER INTO THIS AGREEMENT AND MAY NOT USE THE CHARGEPOINT SERVICES.

YOU MAY NOT ACCESS THE CHARGEPOINT SERVICES IF YOU ARE A DIRECT COMPETITOR OF CTI EXCEPT WITH CTI’S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE CHARGEPOINT SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSE.

1. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

1.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

1.2 “ChargePass™ RFID Card” means a CTI provisioned radio-frequency identification card issued to a ChargePass Account Holder which permits a User of such card access to the ChargePoint Network for the delivery of Subscriber-provided services and the ChargePass Account Holder to use the ChargePoint Network to manage their ChargePass Account.

1.3 “ChargePass Account” means an account registered with CTI that permits a User to prepay for access to Networked Charging Stations utilizing a ChargePassRFID Card.

1.4 “ChargePass Account Holder” means a User who has registered with the Network Operator and created a ChargePass Account.

1.5 “ChargePoint Network” means the Network Operator provisioned software, firmware, hardware (excluding Charging Stations owned and registered by Subscribers) and services for Subscribers and Users that, among other things, provision, manage, and allow access to Networked Charging Stations by ChargePass Account Holders via the RFID Card and by other Users via the utilization of contactless RFID embedded credit cards, or authorized credit or electronic debit card transactions and permit Subscribers to register, activate, monitor and operate Charging Stations .

1.6 “ChargePoint Network Standard Service” means the bundled group of ChargePoint Services that assist in the basic operation of the Networked Charging Stations. The ChargePoint Network Standard Service is required to be subscribed to by Subscriber in order to register and activate a Charging Station on the ChargePoint Network.

1.7 “ChargePoint Services” means the ChargePoint Network support services and ChargePoint software applications, as such may be introduced and made available to Subscribers by the

Network Operator from time to time, which provide network support and functionalities for Users and Subscribers and allow Subscribers, among other things, to monitor and control Networked Charging Stations. ChargePoint Services, including, but not limited to, the ChargePoint Network Standard Service, are made available for subscription by Subscribers pursuant to Purchase Orders entered into between Subscriber and CTI.

1.8 *“Charging Session”* has the same definition as “Session” set forth below.

1.9 *“Charging Station”* means the electric vehicle charging station(s) installed by Subscriber at the Subscriber Location(s), either manufactured by CTI or by another entity, which have embedded within them CTI proprietary hardware and firmware, enabling Subscriber to register and activate such charging stations on the ChargePoint Network. A charging station may be designated by a Subscriber as a Commercial Charging Station or a Free Charging Station, a Public Charging Station or a Private Charging Station and such designations may be changed at any time with respect to any Networked Charging Station(s) utilizing the ChargePoint Network Standard Service.

1.10 *“Commercial Charging Station”* means a Charging Station that is designated by the Subscriber as one where Users must pay a Session Fee for access to the Charging Station.

1.11 *“CTI”* means Coulomb Technologies, Inc., a Delaware corporation.

1.12 *“CTI Marks”* means the various trademarks, service marks, names and designations used in connection with the CTI manufactured Charging Stations and/or the ChargePoint Network, including, without limitation, ChargePoint and ChargePass.

1.13 *“CTI Intellectual Property”* means all intellectual property of CTI relating to the CTI Marks, the ChargePoint Network, the ChargePoint Services, ChargePass, ChargePass RFID Cards, ChargePass Accounts and all other Intellectual Property Rights of CTI.

1.14 *“Documentation”* means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or the ChargePoint Network and made available by the Network Operator to Subscribers and/or Users in any manner (including on-line).

1.15 *“Free Charging Station”* means a Charging Station that is designated by the Subscriber as one where Users do not pay a Session Fee for access to the Charging Station.

1.16 *“Intellectual Property Rights”* means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

1.17 *“Malicious Code”* means viruses, worms, time bombs, Trojan horses and other malicious code, malware, spyware, files, scripts, agents or programs.

1.18 *“Net Session Fees”* means all Session Fees actually collected on behalf of the Subscriber from Users by Network Operator for use of Networked Charging Stations less Session Authorization Fees and Session Processing Fees, as well as any Taxes and Regulatory Charges, if any, required by law to be collected by CTI from Users in connection with the use of Networked Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with the Networked Charging Stations.

1.19 ***“Networked Charging Station”*** means a Charging Station for which a Subscriber has subscribed for the ChargePoint Network Standard Service and registered and activated such Charging Station on the ChargePoint Network.

1.20 ***“Network Operator”*** means the entity responsible for provisioning, managing and maintaining the ChargePoint Network and offering ChargePoint Services. CTI is the Network Operator in North America but is permitted at any time to assign its rights and obligations as Network Operator under this Agreement to another entity.

1.21 ***“Network Web Portal”*** means any of the secure Internet web portals established and maintained by the Network Operator which will allow (i) Subscriber through its Subscriber Accounts to access ChargePoint Services for the management and control of Subscriber’s Networked Charging Stations and (ii) ChargePass Account Holders through their respective ChargePass Accounts to track their use of Networked Charging Stations, replenish ChargePass RFID Cards and otherwise manage their ChargePass Account.

1.22 ***“Party”*** means the Network Operator and Subscriber.

1.23 ***“Private Charging Station”*** means a Charging Station for which access by the general public is restricted (*e.g.*, a Charging Station located in a private parking facility or restricted corporate campus).

1.24 ***“Public Charging Station”*** means a Charging Station that is accessible by any User subject only to stated hours of operation.

1.25 ***“Purchase Order”*** means the purchase order(s) or other documentation entered into between Subscriber and the Network Operator, its distributors or other authorized representatives for the subscription of ChargePoint Services the terms of which are incorporated herein by reference.

1.26 ***“Purchased ChargePoint Services”*** means those ChargePoint Services made available by the Network Operator and for which a Subscription has been purchased by Subscriber with respect to any of Subscriber’s Networked Charging Stations or for which the Subscription Term has automatically been renewed pursuant to Section 8.3 (Automatic Renewal of Subscriptions).

1.27 ***“Regulatory Charges”*** is defined in Section 4.6 (Taxes and Regulatory Charges).

1.28 ***“Session”*** or ***“Charging Session”*** means a continuous period of time measuring not less than five (5) minutes commencing when a User has accessed a Networked Charging Station and the delivery of Subscriber provided services has been initiated and terminating upon the cessation by such User of the Subscriber provided services.

1.29 ***“Session Authorization Fees”*** means the fees payable by the Subscriber to the Network Operator to pre-authorize a Charging Session at a Commercial Networked Charging Station.

1.30 ***“Session Fees”*** means the fees set by the Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

1.31 ***“Session Processing Fees”*** means the fees charged by the Network Operator for the management, collection and processing of Session Fees on behalf of Subscriber and the remittance of Net Session Fees to Subscribers.

1.32 ***“Session Transaction Fees”*** means the complete set of fees, session authorization fees and session processing fees, charged by the Network Operator to the Subscriber for collection of User Session Fees on behalf of the Subscriber, as well as any applicable Taxes and Regulatory Charges.

1.33 “*Software Application*” means computer programs, including firmware, as provided or otherwise made available to Subscriber by the Network Operator, or its distributors or other authorized representatives, as embedded in or downloaded by Subscriber to the Subscriber’s Charging Stations, related products and any Upgrades.

1.34 “*Subscriber*” is an owner of one or more Charging Stations for which Subscriber has purchased Subscriptions for ChargePoint Services and registered with and activated on the ChargePoint Network.

1.35 “*Subscriber Account*” means an account established by a Subscriber.

1.36 “*Subscriber Location(s)*” means the physical locations where Subscriber has installed Networked Charging Stations registered with the ChargePoint Network.

1.37 “*Subscription*” means a subscription for ChargePoint Services purchased by a Subscriber.

1.38 “*Subscription Fees*” means the fees payable by Subscriber to the Network Operator for subscribing to any of the ChargePoint Services.

1.39 “*Subscription Term*” means the Term for which Subscriber has purchased a Subscription for Purchased ChargePoint Services for a Networked Charging Station.

1.40 “*Taxes*” is defined in Section 4.6 (Taxes and Regulatory Charges).

1.41 “*Upgrades*” means any authorized upgrades, updates, bug fixes or modified versions of Software Applications furnished by the Network Operator.

1.42 “*Users*” means any person using Networked Charging Stations including, without limitation, ChargePass Account Holders.

1.43 “*You*” or “*Your*” means the company or other legal entity for which you are accepting this Agreement and the Affiliates of that company or entity.

2. CTI’S RESPONSIBILITIES AND AGREEMENTS.

2.1 NETWORK OPERATION. The Network Operator shall be solely responsible for: (i) ***Provisioning and Operating the ChargePoint Network*** – provisioning and operating, maintaining, administration and support of the ChargePoint Network infrastructure (but excluding Subscribers’ Charging Stations and infrastructure for transmitting data from Networked Charging Stations to any ChargePoint Network operations center); (ii) ***Provisioning and Operating Network Web Portals*** – provisioning and operating, maintaining, administration and support of the Network Web Portals; (iii) ***User Acquisition, Administration and Support*** -- acquisition and registration of new ChargePass Account Holders, administration and support of ChargePass Accounts and provisioning the support services for Users embodied in the ChargePoint Services, and (iv) ***Data Protection*** – using commercially reasonable efforts to comply with all applicable laws and regulations of the United States of America and all other governmental entities governing, restricting or otherwise pertaining to the use, distribution, export or import of data, products, services and/or technical data whether such information or data relates to either the Subscriber or Users in connection with the ChargePoint Network.

2.2 PURCHASED CHARGEPOINT SERVICES. The Network Operator shall make the Purchased ChargePoint Services available to Subscriber pursuant to this Agreement and the applicable Purchase Orders for each Networked Charging Station during the Subscription Term. The Network Operator represents and warrants that: (i) ***Authority*** -- it has the power and authority to enter into and be bound by this Agreement, (ii) ***Performance of ChargePoint Services*** -- the ChargePoint Services shall

perform materially in accordance with the Documentation, (iii) **Support for Purchased ChargePoint Services** – it will provide all support for Purchased ChargePoint Services and technical support and maintenance for all Software Applications as set forth in the Documentation, including, without limitation, Upgrades, (iv) **Continuity of Purchased ChargePoint Services** – It will use commercially reasonable efforts to make the Purchased ChargePoint Services available 24 hours a day, 7 days a week, 365 days per year, except for planned downtime (of which Subscriber shall be given not less than eight (8) hours prior notice via electronic messaging to the email address for notices specified in each Subscriber Account), (v) **No Decrease in Functionality of ChargePoint Services** -- subject to Section 2.3(vi), the functionality of the ChargePoint Services shall not materially decrease during the Subscription Term, and (vi) **Malicious Code** – it will use commercially reasonable efforts to ensure that it does not transmit to Subscriber any Malicious Code (excepting Malicious Code transmitted to CTI or the Network Operator by Subscriber or its Affiliates). Subscriber's exclusive remedy for a breach of any of the foregoing shall be as provided in Section 8.4 (Termination) and Section 8.5 (Refund or Payment Upon Termination) as set forth below.

2.3 LIMITATIONS ON RESPONSIBILITY. Neither CTI, its distributors nor its other authorized representatives nor the Network Operator shall be responsible for, or makes any representation or warranty to Subscriber with respect to the following: (i) **Competing Subscriber Locations** -- specific location(s) or number of Networked Charging Stations now, or in the future, owned, operated and/or installed by Subscribers other than Subscriber, or the total number of Networked Charging Stations that comprise the ChargePoint Network; (ii) **Electrical Service Interruptions** – continuous availability of electrical service to any Networked Charging Stations; (iii) **Cellular and Internet Service Interruptions** – continuous availability of any wireless or cellular communications network or Internet service provider network not operated by CTI or the Network Operator; (iv) **Network Intrusions** – availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; (v) **Unregistered Charging Stations** -- Charging Stations that are not registered and activated with the ChargePoint Network, and (vi) **Google™ Services** – the continued availability of any Google services incorporated for use with the ChargePoint Services; provided that, if Google ceases to make the Google Application Programming Interface (“API”) or any similar program available on reasonable terms for the ChargePoint Services, the Network Operator shall make commercially reasonable efforts to replace the Google API or such similar program with products providing similar functionalities if such products are available upon terms which the Network Operator, in its reasonable discretion, believes are commercially reasonable; and provided further that, if Google ceases to make the Google API or similar program available, or available on reasonable terms for the ChargePoint Services, the Network Operator may cease providing such features without entitling Subscriber to any refund, credit or other compensation.

2.4 DISCLAIMER OF WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 2, NEITHER CTI, THE NETWORK OPERATOR NOR ANY OF THEIR RESPECTIVE DISTRIBUTORS OR OTHER AUTHORIZED REPRESENTATIVES AS APPLICABLE, MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY FOR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

3. SUBSCRIBER RESPONSIBILITIES AND AGREEMENTS

3.1 GENERAL. Subscriber shall be solely responsible for: (i) **Installation of Charging Stations and/or Related Electrical Vehicle Charging Products** – the purchase and installation of Subscriber's Charging Stations and other electrical vehicle charging products shall be at Subscriber's sole cost and expense; (ii) **Registration and Activation of Charging Stations with the ChargePoint Network** – registration with and activation of Subscriber's Charging Stations on the ChargePoint Network through a

Network Web Portal, including, without limitation, keeping current Subscriber's contact information, email address for the receipt of notices hereunder, billing address for invoices and payment of Subscriber's Net Session Fees due under this Agreement; (iii) **Pricing and Access** -- setting the pricing (including all applicable Taxes and Regulatory Charges) for any Subscriber provided services accessed by Users through Networked Charging Stations that are designated Commercial Charging Stations and any conditions limiting access thereof, (iv) **Update of Registration of Charging Stations** -- if a Networked Charging Station is moved from its registered location Subscriber shall update the registration location of the Networked Charging Station on the appropriate Network Web Portal within five (5) business days of making any change in the Subscriber Location(s); (v) **Identification of Charging Stations and Subscriber Locations** -- provisioning and installation of appropriate signage that clearly and prominently identifies and, where appropriate, provides directions to the Subscriber Locations so that they may be easily located by Users; (vi) **Public Access Level** -- designation of each Networked Charging Station as either a Public Charging Station or a Private Charging Station; (vii) **Commercialization** -- designation of each Networked Charging Station as either a Commercial Charging Station or a Free Charging Station; (viii) **Appearance and Cleanliness** -- keeping Networked Charging Stations and Subscriber Locations(s) clean and free of graffiti, unauthorized advertising, debris and other materials that would obscure, block access or otherwise detract from or cast a negative light on the reputation of the ChargePoint Network; (ix) **Maintenance, Service and Repair of Networked Charging Stations** -- the maintenance, service, repair and/or replacement of Subscriber's Networked Charging Stations as needed, including deactivation of Networked Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber within ten (10) business days from the ChargePoint Network; (x) **Location of Charging Stations** -- assuring the accessibility, lighting and other factors pertaining to the safety of Users while utilizing the Charging Stations not directly related to the design or manufacture of the Charging Stations themselves; and (xi) **Compliance with Laws** -- operating and maintaining the Subscriber's Networked Charging Stations in a manner that complies with all applicable laws.

3.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CTI, the Network Operator, their respective its distributors and other authorized representatives that: (i) **Authority** -- Subscriber has the power and authority to enter into and be bound by this Agreement and to install the Charging Stations and any other electrical vehicle charging products to be registered and activated on the ChargePoint Network at the Subscriber Location(s); (ii) **No Violation With Subscriber's Electrical Supply or Other Agreements** -- Subscriber assumes all responsibility that the electrical usage consumed by any of Subscriber's Networked Charging Station does not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; (iii) **Installation of Charging Stations Will Not Violate Any Other Agreements or Laws** -- Subscriber will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way. Subscriber will observe all legal requirements with respect to vehicle clearances from intersections, points of ingress or egress and public infrastructure such as fire hydrants, lampposts, parking meters, and will otherwise observe all applicable governmental restrictions or restrictions applicable to the Subscriber Locations under any other agreements to which Subscriber is subject; and (iv) **Compliance Laws** -- Subscriber will comply with all applicable laws.

3.3 FURTHER AGREEMENTS OF SUBSCRIBER MADE IN CONNECTION WITH REGISTRATION OF CHARGING STATIONS ON THE CHARGEPOINT NETWORK AND USE OF CHARGEPOINT SERVICES. Subscriber further acknowledges and agrees with the Network Operator, CTI, and their respective distributors and authorized representatives, as applicable, as follows: (i) **Display of CTI Marks** -- Subscriber will not remove, conceal or cover the CTI Marks or any other markings, labels, legends,

trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations for so long as such Charging Stations are Networked Charging Stations; (ii) **Use of Network Web Portals** -- Subscriber shall comply with, and shall have responsibility for and cause all other persons accessing or using Network Web Portals to comply with, all of the rules, regulations and policies of the Network Operator, as well as other networks and computer systems used to access Network Web Portals, whether operated by Subscriber, its suppliers or others and Subscriber agrees to indemnify and hold the Network Operator, CTI, and their respective distributors and authorized representatives, directors, shareholders, officers, agents, employees, permitted successors and assigns harmless from any third party notices, allegations, claims, suits or proceedings (each, a "Claim") resulting from Subscriber's use of Network Web Portals and the ChargePoint Services in violation of the terms of this Section 3.3(ii) or of Section 3.3(iii); (iii) **Use of the ChargePoint Network and ChargePoint Services** -- Subscriber shall be responsible for use of the ChargePoint Services in compliance with this Agreement, and in particular, shall: (A) use its commercially reasonable efforts to prevent unauthorized access to Purchased ChargePoint Services, (B) use the Purchased ChargePoint Services only in accordance with the Documentation and applicable laws and government regulation, (C) shall not sell, resell, rent or lease the Purchased ChargePoint Services, (D) shall not interfere with or disrupt the integrity of the ChargePoint Network, the ChargePoint Services or any third party data contained therein, and (E) shall not attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or their related systems or networks; (iv) **Future ChargePoint Services** -- Purchase Orders are not contingent on the delivery of any future functionality or features, nor dependent on any oral or written comments anticipating future functionality or features; (iv) **Ownership of Data** -- All data collected by the Network Operator in connection with the operation of the ChargePoint Network shall be owned by CTI and the Network Operator and Subscriber acknowledges and agrees that Subscriber shall have no right of access or the use of such data for any purpose other than the management of Subscriber's Networked Charging Stations while registered with the ChargePoint Network.

4. FEES AND PAYMENT FOR PURCHASED CHARGEPOINT SERVICES.

4.1 SUBSCRIPTION FEES. Subscriber shall pay the Subscription Fees set forth on any Purchase Order for Purchased ChargePoint Services. Except as otherwise specified herein or in any Purchase Order, (i) Subscription Fees are quoted in and payable in U.S. Dollars, (ii) Subscription Fees are based on ChargePoint Services purchased and not on actual usage, (iii) payment obligations are non-cancelable and are non-refundable, and (iv) Subscriptions are non-transferable (provided, that any Subscription may be transferred to a Charging Station that is purchased by Subscriber to replace a previously Networked Charging Station). Subscription Fees are based on annual periods that begin on the date of the Subscription start date and end each annual anniversary thereafter.

4.2 INVOICING AND PAYMENT. Subscriber shall provide the Network Operator with valid and up to date credit card information if Subscriber is subscribing for ChargePoint Services online through the applicable Network Web Portal. In all other cases, payment of Subscription Fees shall be made under the terms of any accepted Purchase Order pursuant to a method of payment reasonably acceptable to the Network Operator. Where Subscriber provides credit card information to the Network Operator through such Network Web Portal for the payment of Subscription Fees, Subscriber hereby authorizes the Network Operator to charge such credit card for all Purchased ChargePoint Services for the initial Subscription Term and the automatic renewal of Subscription Term(s) as set forth in Section 8.3 (Automatic Renewal of Subscriptions). All credit card charges shall be made in advance, either annually or in accordance with the terms of the accepted Purchase Order. If the Purchase Order specifies that payment shall be made by a method other than credit card, the Network Operator, its

distributors or authorized representatives, as applicable, shall invoice Subscriber in advance in accordance with the accepted Purchase Order (including the automatic renewal of Subscription Term(s)) and invoiced charges shall be due within thirty (30) days of the invoice date.

4.3 OVERDUE SUBSCRIPTION FEES. If any invoiced Subscription Fees are not received by the Network Operator by the due date, then such charges: (i) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until paid, and (ii) the Network Operator may condition future Subscription renewals and acceptance of Purchase Orders on payment terms other than those set forth herein.

4.4 ACCELERATION AND SUSPENSION OF CHARGEPOINT SERVICES. If any amount owing by Subscriber under this Agreement for Subscription Fees for Purchased ChargePoint Services or under any other agreement between the Network Operator and Subscriber is more than thirty (30) days overdue (or, in the event that Subscriber has authorized the Network Operator to charge the amount owing to Subscriber's credit card and payment under such credit card has been declined, more than 5 days has passed since Subscriber has received notice from the Network Operator of such event), the Network Operator may, without otherwise limiting the Network Operator's rights or remedies, accelerate Subscriber's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the use by Subscriber of the Purchased ChargePoint Services until such amounts are paid in full.

4.5 PAYMENT DISPUTES. The Network Operator shall not exercise its rights under Section 4.3 (Overdue Subscription Fees) or Section 4.4 (Acceleration and Suspension of ChargePoint Services) if the applicable charges are under reasonable and good faith dispute and Subscriber is cooperating diligently to resolve the dispute.

4.6 TAXES AND REGULATORY CHARGES. Unless required by law or otherwise stated herein, Session Authorization Fees and Session Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("**Taxes**") or any fees or other assessments levied or imposed by any governmental regulatory agency ("**Regulatory Charges**"). Subscriber is responsible for the payment of all Taxes and Regulatory Charges hereunder in connection with Purchased ChargePoint Services, Session Fees, Session Authorization Fees and Session Processing Fees; *provided*, that the Network Operator is solely responsible for all Taxes and Regulatory Charges assessable based on the Network Operator's income, property and employees. Where the Network Operator is required by law to collect and/or remit the Taxes or Regulatory Charges for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber in accordance with this Section 4 and deducted by the Network Operator from Session Fees, unless Subscriber has otherwise provided the Network Operator with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

5. FLEX-BILLING SERVICE FOR NETWORKED CHARGING STATIONS.

5.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time a User's Session Fees (which shall include all applicable Taxes and Regulatory Charges) applicable to Subscriber's Networked Charging Stations that are designated as Commercial Charging Stations.

5.2 SESSION TRANSACTION FEES. In exchange for the Network Operator collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes the Network Operator to deduct from all Session Fees collected: (i) a Session Authorization Fee, and (ii) a Session Processing Fee, each in the amount and subject to the terms and conditions as set forth in **Schedule 1**.

5.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. The Network Operator shall remit to Subscriber not more than thirty (30) days after the end of each calendar month to the address set forth in Subscriber's Account information registered on the applicable Network Web Portal all Net Session Fees.

5.5 NO COMMERCIALIZATION OF CHARGING STATIONS PRIOR TO JULY 1, 2010. Subscriber acknowledges and agrees that prior to July 1, 2010, Networked Charging Stations shall not be commercialized, *i.e.*, no Session Authorization Fee will be paid by Subscribers and no Session Fees will be collected from Users.

6. PROPRIETARY RIGHTS.

6.1 RESERVATION OF RIGHTS. Subject to the limited rights granted expressly hereunder, CTI reserves all right, title and interest in and to the ChargePoint Services, including all related Intellectual Property Rights. No rights are granted to Subscriber hereunder except as expressly set forth herein. CTI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscribers or Users relating to the ChargePoint Services.

6.2 RESTRICTIONS ON USE. Neither Subscriber nor any of its Affiliates shall: (i) permit any third party to access the ChargePoint Services except as otherwise expressly provided herein or in any Purchase Order, (ii) create derivative works based on the ChargePoint Services, (iii) copy, frame or mirror any part or content of the ChargePoint Services, other than copying or framing on Subscribers own intranets or otherwise for Subscriber's own internal business purposes, (iv) reverse engineer any Charging Station or Software Application, or (v) access the ChargePoint Network, any Network Web Portal or the ChargePoint Services in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of any Network Web Portal or the ChargePoint Services.

6.3 GRANT OF LIMITED LICENSE FOR CTI MARKS.

(a) LICENSE GRANT. Subscriber is granted under this Agreement the nonexclusive privilege of displaying the CTI Marks during the Term of this Agreement in connection with the Networked Charging Stations installed by Subscriber. Subscriber warrants that it shall not use any of the CTI Marks for any products other than the Networked Charging Stations at the Subscriber Locations(s). CTI may provide trademark usage guidelines with respect to Subscriber's use of the CTI Marks which will be made available on a Network Web Portal, in which case Subscriber thereafter must comply with such guidelines. If no such guidelines are provided, then for each initial use of the CTI Mark, Subscriber must obtain CTI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CTI Mark in the approved manner. The CTI Marks may not be used under this Agreement as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates.

(b) NO REGISTRATION OF CTI MARKS BY SUBSCRIBER. Neither Subscriber nor any of its Affiliates will take any action, directly or indirectly, to register or apply for or cause to be registered or applied in Subscriber's favor or in the favor of any third party any CTI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to a patent, trademark, service mark, copyright, trade name or registered design of CTI or the Network Operator, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CTI or the Network Operator.

(c) **USE OF CTI MARKS BY SUBSCRIBER ON INTERNET.** Subscriber shall be entitled to use the CTI Marks to promote the ChargePoint Network on Subscriber-owned websites and through the Internet advertising of Subscriber and its Affiliates, *provided*, that Subscriber is limited to using the CTI Marks in connection with the Internet as follows: (i) **Compliance with Law** -- the use must be in compliance with local rules regarding advertising of the Networked Charging Stations and the ChargePoint Network on the Internet; (ii) **No Domain Name** -- no license is granted to use or register any domain name containing "CTI", the name of the Network Operator or the CTI Marks; and (iii) **Notice of License** -- Subscriber and its Affiliates, as applicable, will at all times indicate that each of the CTI Marks is a mark of CTI and used under license, as appropriate.

(d) **TERMINATION AND CESSATION OF USE OF CTI MARKS.** Upon termination of this Agreement Subscriber and its Affiliates will immediately discontinue all use and display of the name "CTI", the name of the Network Operator and the CTI Marks.

6.4 FEDERAL GOVERNMENT END USER PROVISIONS. CTI provides the ChargePoint Services, including Software Applications and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the ChargePoint Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 11.211 (Technical Data) and FAR 11.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial items) and DFAR 226.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with CTI to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable Purchase order, contract or other agreement.

7. INDEMNIFICATION

7.1 INDEMNIFICATION OF SUBSCRIBER BY CTI. CTI shall defend at its expense any third party notices, allegations, claims, suits, or proceedings ("**Claim**") against Subscriber and its Affiliates, and their respective directors, shareholders, officers, agents, employees, permitted successors and assigns, to the extent alleging that the use of any of the ChargePoint Services as permitted hereunder or the CTI Marks as furnished hereunder infringes or misappropriates the Intellectual Property Rights of any third party, and to pay costs and damages finally awarded in any such suit or agreed to by CTI in settlement with such third party (including reasonable attorney's fees and expenses), provided that CTI is notified promptly in writing of the suit and at CTI's request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. CTI agrees that it shall not settle any Claim unless Subscriber and its Affiliates, as applicable, are unconditionally released from any liability as part of any settlement. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any Intellectual Property Rights by the combination of a product (including the ChargePoint Services) furnished by CTI with other elements not furnished by CTI if such infringement would have been avoided by the use of the CTI product (including in conjunction with the CTI furnished ChargePoint Services) alone.

7.2 INDEMNIFICATION OF CTI AND THE NETWORK OPERATOR BY SUBSCRIBER. Subscriber shall defend CTI, the Network Operator, and their respective distributors, authorized agents, directors, shareholders, officers, agents, employees, permitted successors and assigns against any Claim brought by a third party (i) as a result of Subscriber's negligence or willful misconduct or (ii) alleging that Subscriber's or any of its Affiliates' use of the ChargePoint Network or ChargePoint Services in violation of this Agreement infringes or misappropriates the Intellectual Property Rights of any third party or

violates applicable law, and to pay costs and damages finally awarded in any such suit or agreed to by Subscriber in settlement with such third party (including reasonable attorney's fees and expenses), provided that Subscriber is notified promptly in writing of the suit and at Subscriber's request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. Subscriber agrees that it shall not settle any Claim unless CTI, the Network Operator, and their respective distributors and/or other authorized representatives, as applicable, are unconditionally released from any liability as part of any settlement.

7.3 LIMITATION OF LIABILITY. Except for liability for indemnification against third party claims for infringement or misappropriation of intellectual property rights, the Network Operator and CTI's aggregate liability under this Agreement shall not exceed the aggregate Subscription Fees paid by Subscriber to the Network Operator in the calendar year prior to the event giving rise to the Claim. THE FOREGOING DOES NOT LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS FOR THE PURCHASED CHARGEPOINT SERVICES.

7.4 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CTI, THE NETWORK OPERATOR OR THEIR RESPECTIVE DISTRIBUTORS OR OTHER AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT AND EVEN IF CTI, THE NETWORK OPERATOR OR THEIR RESPECTIVE DISTRIBUTORS, OTHER AUTHORIZED REPRESENTATIVES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7.5 EXCLUSIVE REMEDY. The foregoing states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party with respect to any Claim described in this Section 7.

7.6 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. None of CTI, the Network Operator, any of their respective distributors, other authorized representatives, or Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Networked Charging Stations to the ChargePoint Network; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; or (iv) interruptions in services provided by any Internet service provider not affiliated with CTI or the Network Operator. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8. TERM AND TERMINATION.

8.1 TERM OF AGREEMENT. This Agreement shall become effective on the date of acceptance and continues until all Subscriptions (including any automatic renewals thereof) purchased by Subscriber have been terminated or otherwise have expired.

8.2 TERM OF PURCHASED SUBSCRIPTIONS. Subscriptions purchased by Subscriber commence on the start date specified in the Purchase Order and shall continue for the applicable

Subscription Term specified therein for each Subscription or until the Purchased ChargePoint Services provided pursuant to any Subscription are otherwise terminated, changed or canceled by the Network Operator or Subscriber as allowed by the terms and conditions set forth herein.

8.3 AUTOMATIC RENEWAL OF SUBSCRIPTIONS. Unless otherwise specified in the applicable Purchase Order, all purchased Subscriptions shall automatically be renewed for a period equal to that of the expiring Subscription, unless either party gives the other notice of non-renewal not less than thirty (30) days prior to the schedule expiration date for the relevant Subscription Term. The per-unit pricing for any renewal term shall be the same as during the prior term unless the Network Operator shall have given Subscriber notice to the email address for the Subscriber Account that Subscriber has provided hereunder of any increase in pricing for Subscriptions not less than thirty (30) days prior to the end of such expiring Subscription, in which case the price increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed ten percent (10%) over the pricing for the relevant Purchased ChargePoint Services in the prior term, unless the pricing for such expiring Subscription was designated in the applicable Purchase Order as promotional or a one-time offer.

8.4 TERMINATION.

(a) BY THE NETWORK OPERATOR. This Agreement and the Purchased ChargePoint Services furnished hereunder may be immediately suspended or terminated: (i) if Subscriber is in material violation of any of Subscriber's obligations under this Agreement, provided, that Subscriber shall be given written notice of such violation and if cured within thirty (30) days of such notice, any suspension or termination of Purchased ChargePoint Services shall be restored and this Agreement shall continue in effect, (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review, or (iv) if, pursuant to the terms of this Agreement, the Network Operator is permitted the right to terminate upon the occurrence of an event or events.

(b) BY SUBSCRIBER. This Agreement may be terminated by Subscriber for cause: (i) upon thirty (30) days written notice given to the Network Operator alleging a material breach of this Agreement and the alleged breach remains unremedied at the expiration of such period, or (ii) the Network Operator becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. This Agreement may be terminated by Subscriber upon the voluntary deactivation and removal from registration via the applicable Network Web Portal of all Networked Charging Stations owned by Subscriber and its Affiliates from the ChargePoint Network, at which time this Agreement shall terminate effective immediately; provided, that Subscriber shall not be entitled to any refund of prepaid Subscription Fees as a result of such termination.

8.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 8.4(b)(i), or (ii) or the election of the Network Operator to terminate this Agreement pursuant to Section 8.4(a)(iii), the Network Operator shall refund to Subscriber the pro-rata portion of any pre-paid Subscription Fees for the remainder of the applicable Subscription Term for all Subscriptions after the effective date of termination. Upon any termination for cause by the Network Operator pursuant to Section 8.4(a)(i), (ii) or (iv) or upon the voluntary removal from registration and activation of all of Subscriber's Network Charging Stations from the ChargePoint Network, Subscriber shall pay any unpaid Subscription Fees covering the remainder of the Subscription

Term for any accepted Purchase Orders. In no event shall any termination relieve Subscriber of any liability for the payment of Subscription Fees or Session Processing Fees for any period prior to the termination date. Subscriber

9. **AMENDMENT OR MODIFICATION.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted; *provided*, that subject to any applicable Purchase Order the Network Operator may change the Session Authorization Fee and/or the Session Processing Fee as provided in **Schedule 1**.

10. **WAIVER.** The failure of either Party at any time to require performance by the other Party of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of either Party to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

11. **FORCE MAJEURE.** Except with respect to payment obligations, neither the Network Operator nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "**Force Majeure Event**"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11. **APPLICABLE LAW.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law (the "**Applicable Law**") and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under this Agreement.

12. **WAIVER OF JURY TRIAL.** Each Party hereby waives any right to jury trial in connection with any action or litigation arising out of this Agreement.

13. **SURVIVAL.** Those provisions dealing with the Intellectual Property Rights of CTI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto as contemplated hereby.

14. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause this Agreement to fail of its intended purpose and the Parties cannot by mutual agreement amend this Agreement to cure such failure, either Party may terminate this Agreement for cause as provided herein above.

15. **ASSIGNMENT.** Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the Network Operator (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section 15, the Network Operator shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. In the event of such a termination, Subscriber shall pay any unpaid Subscription Fees covering the remainder of the Subscription Term for any accepted Purchase Orders. In no event shall any termination relieve Subscriber of any liability for the payment of Subscription Fees or Session Processing Fees for any period prior to the termination date. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CTI and the Network Operator may each assign its rights and obligations under this Agreement. Within ninety (90) days of any such assignment, CTI or the Network Operator, as the case may be, shall provide written notice to Subscriber of the fact of such assignment.

16. **NO AGENCY OR PARTNERSHIP CREATED BY THIS AGREEMENT.** CTI, in the performance of this Agreement, and in its role as the Network Operator, is an independent contractor. In performing its obligations under this Agreement, CTI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CTI and any Subscriber to be created by this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement, **Schedule 1** and the applicable Purchase Orders of Subscriber contain the entire agreement between the Parties and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings in respect to the subject matter hereof. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any Purchase Order, the Purchase Order shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation (excluding **Schedule 1** and Purchase Orders) shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

18. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

COULOMB TECHNOLOGIES, INC.

Praveen K. Mandal, President

SUBSCRIBER:

By: _____
(Signature)

Name: _____

Title: _____

On Behalf of:

(Print Name of Company or Other Legal Entity)

Address: _____

City: _____

State: _____ Zip Code: _____

E-Mail Address for Notices: _____

(Please complete Appendix A if signing up for Flex Billing Service.)

Schedule 1: Subscriber Session Transaction Fee Schedule¹

<u>Fee Schedule</u>	<u>For Each Charging Session using ChargePass Card</u>	<u>For Each Charging Session Using Credit Card</u>
Session Authorization Fee²	\$0.50 per Session	\$0.50 per Session
Session Processing Fee³	7.5% of Session Fees	7.5% of Session Fees

¹ Subscriber is required to separately subscribe for the ChargePoint™ Network Standard Service in order to activate its Charging Stations on the ChargePoint™ Network.

² The Session Authorization Fee may not be increased more than once in any twelve (12) month period nor more than the greater of (i) ten percent (10%) or (ii) the Consumer Price Index rate of change promulgated by the United State Bureau of Labor Statistics with respect to the 12-month period just then ended when any notice of change is given by CTI to Subscribers.

³ CTI may increase the Session Processing Fee payable pursuant to this Agreement at any time after July 1, 2011, upon not less than one hundred eight (180) days notice (the "**Notice Period**") given by electronic notice posted to the Subscriber Portal and sent to each individual Subscriber Account, and any such change shall thereafter be binding and enforceable with respect to Subscriber after the expiration of such Notice Period; provided, further, that the Session Processing Fee may not be increased by more than one percentage point in any twelve (12) month period, nor in the aggregate, increased to more than twenty percent (20.00%) of Session Fees at any time.

Appendix A: Account Information Form for Flex Billing Services

Complete and fax this form to Coulomb Technologies Sales Operations (+1-214-716-1244) to sign up for Flex Billing services. All fields are required (except where noted).

Business Info

Business Legal Name: _____

Business Legal Address: _____
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Business Federal Tax ID: _____

Individual Point of Contact

Contact Name: _____

Contact Phone: _____

Contact Fax: _____

Contact Email Address: _____

Bank Account Info

Bank Name: _____

Bank Address: _____
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Bank Routing number or Swift Code: _____

Bank's Account number (if applicable): _____

Business's Account Number: _____

Business's Account Name: _____
(Remit To Name, if different than Business Legal Name)

Business's Account Address: _____
(Remit To Address, if different than Business Legal Address)

Business's Federal Tax ID: _____
(if Remit To Entity is if different than Business Legal Entity)

Additional Information (for Non-US Customers Only)

Intermediary Bank Name: _____

Intermediary Bank Address: _____
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Intermediary Bank Routing or Swift Code: _____

Intermediary Bank' Account number if applicable: _____



10/17/2010

Pat Patterson
Facilities Director
City Of Seatac
4800 S 188th St
Seatac, WA 98188

Dear Pat:

Congratulations! You have been awarded one or more Coulomb Technologies, Inc. ("CTI") electric vehicle charging stations under the ChargePoint America™ Program . The Program has been funded in part under the terms of Grant number DE-EE0003391 from the United States Department of Energy (the "DOE") as part of the American Reinvestment and Recovery Act ("ARRA"). In order to receive delivery of the Charging Stations, you must agree to all of the terms and conditions following. Furthermore, you need to:

1. Countersign at the end of this letter and provide a copy of it back to Coulomb or to the local Coulomb Distributor
2. Provide a \$0 PO to Coulomb Technology for the charger(s). Please make sure the part numbers on the order correspond to the part numbers on this letter and provide a ship to address with a contact name, phone number, and email.
3. Sign and return the attached Master Services Support Agreement
4. Return the documents within 30 days of the date of this award letter

We appreciate your participation in this exciting program and look forward to creating an electric vehicle charging infrastructure in your area.

Best regards,

Michael Jones
Western Region Director
ChargePoint America Program
Coulomb Technologies

ATTACHMENT 1

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Police & City Clerk

Agenda Bill #: 3330

TITLE: A Resolution amending the City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services.

June 8, 2011	
___ Ordinance <input checked="" type="checkbox"/> Resolution ___ Motion ___ Info. Only ___ Other	
Date Council Action Requested:	<u>RCM 06/14/11</u>
Ord/Res Exhibits:	_____
Review Dates:	<u>A&F 05/10/11</u>
Prepared By:	<u>Captain Annette Louie and Kristina Gregg, City Clerk</u>
Director:	<u>Kristina Gregg</u> City Attorney: <u>Mary Mirant Barolo</u>
Finance:	<u>Michael...</u> BARS #: <u>Various</u>
City Manager:	<u>Lodd...</u> Applicable Fund Name: <u>General Fund</u>

MR
KA

SUMMARY: The proposed Resolution amends the City's existing fee schedule by amending fees for City Clerk and General Government and Police Services.

DISCUSSION / ANALYSIS / ISSUES: The proposed Resolution amends the existing City fee schedule for the City Clerk and General Government. The passport application execution fee is determined by the US Department of State. The execution fee is charged in order to offset the costs to the City for processing passport applications. The State Department reduced the passport application execution fee from \$30.00 to \$25.00. Rather than amend the fee schedule every time the fee is changed by the Federal Government, the proposed Resolution amends the fee schedule to state that "Passport fees are determined by the US Department of State."

The proposed Resolution also amends the existing City fee schedule for Police Services. The fee for concealed pistol licenses is set by state law. The City is not able to amend the fees charged for concealed pistol licenses, so the proposed Resolution amends the fee schedule to reflect that the fee is set by State law.

RECOMMENDATION(S): It is recommended that the proposed Resolution be passed.

FISCAL IMPACT: There is a small fiscal impact as a result of the reduced fee that can be collected for passport applications.

ALTERNATIVE(S): Do not pass the proposed Resolution.

ATTACHMENTS: None.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services.

WHEREAS, the City Council has, by Resolution, previously adopted a City of SeaTac Schedule of Fees, Permit Fees, and Other Charges for City services; and

WHEREAS, amendment of existing fees for City Clerk and General Government and Police Services is needed;

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

The City Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services related to City Clerk and General Government and Police Services is hereby amended to read as follows:

CITY CLERK AND GENERAL GOVERNMENT

Minimum handling/ mailing fee		\$2.00
Audio / Video recordings of meetings		\$20.00 per CD/DVD
Certified or exemplified copies of documents, per page		\$2.00
City maps (for specialty maps, refer to GIS Program fees)		\$1.00
Photocopies, per page for 10 or more pages		\$0.15
Copies from Microfilm, per page for 10 or more pages		\$0.15
Mailing of City Council Agendas	Annually	\$30.00
Mailing of City Council Agenda Packets	Annually Per meeting	\$250.00 \$5.00

Passport application execution fee	\$30.00
In addition, fees payable to "Passport Services" are charged on a pass-through basis as set by the United States Department of State.	<u>Passport fees are determined by US Department of State.</u>
Photographs	Actual cost + 10%

POLICE SERVICES:

Concealed Weapons Permit <u>Pistol License</u>	Original	\$60.00
	Renewal	\$32.00
	Late renewal	\$42.00
		<u>As set by RCW 9.41.070</u>

Fingerprint Cards	2 cards	\$10.00
	Additional cards	\$3.00 each

Public Disclosure Records Requests / Police Reports	Refer to King County Sheriff's Office Records Unit
---	--

Records Request for CD recording of holding cell area (i.e. defense attorney letter for Washington State Patrol Case)	\$25.00 per disk
---	------------------

PASSED this _____ day of _____, 2011 and signed in authentication thereof on this _____ day of _____, 2011.

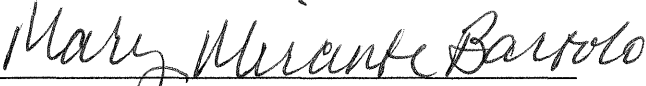
CITY OF SEATAC

Terry Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Amended Fee Schedule]

**PAYROLL/CLAIMS VOUCHERS WERE SENT
ELECTRONICALLY TO THE CITY COUNCIL
A HARD COPY OF THE VOUCHERS
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

SUMMARY OF DONATIONS \$500 OR GREATER

For June 14, 2011 - Regular Council Meeting

Period ended June 10, 2011

<u>Donor Name</u>	<u>Description</u>	<u>Amount</u>
South King Fire and Rescue	1994 Ford Club Van VIN 1FMEE11N3RHB66062 to the Fire Department for use by the Fire Explorer Post. Replaces Apparatus 110, 1985 Ford Van VIN 1FTHS3418FHC22717, which will be surplused.	\$2,600 (Estimated)



City Council Committee Meeting Land Use and Parks Committee (LUP)

May 24, 2011

2:30 PM/Airport Conference Room – 345

Council Members

Mia Gregerson, Chair
Ralph Shape
Pam Fernald

Present:

X
X
X

Absent:

Commence: 2:30 p.m. Adjourn: 4:00 p.m.

Others Present:

Terry Anderson	Cindy Baker	Mike Scarey	Anne Antonini
Rick Forschler	Jeff Robinson	Albert Torrico	*Please see sign-in sheet for members of
Todd Cutts	Jack Dodge	Kate Kaehny	the public and others in attendance
	Lawrence Ellis	Pat Patterson	

Staff Coordinator: Cindy Baker, Community & Economic Development Director

AB #	Topic	Disposition
	1. International Festival Presentation.	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to
	Comments: The festival has been reduced from three days to two and will occur on June 25 th and 26 th . There will be no parade this year due to budget constraints. Staff from the YMCA will monitor the kid's area and the SW Chamber of Commerce will monitor the food area.	
	2. Community Center Re-roof.	<input type="checkbox"/> Informational Update <input checked="" type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input checked="" type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to
	Comments: An analysis of comparable costs to re-roof the Community Center with 3-tab roofing, metal roofing, and laminated shingle roofing over a 50 year period was presented and discussed. The LUP Committee recommended proceeding with re-roofing the flat portion of the Community Center roof and have the full Council determine if laminated shingle roofing should be used for the pitched portions of the roof.	

	3. Review of YMCA Programs and 2012 Proposals.	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to
Comments: Staff provided a summary of the success of programs supported by the City at the YMCA and made suggested changes to programs based on attendance, including elimination of the quarterly family nights and healthy lifestyle classes. YMCA programs proposed for 2011-2012 include: (1) \$10,000 toward the International Festival children's area; and (2) \$12,500 toward a Learn to Swim Program for students at Chinook Middle School.		
	4. Update on the CPPW* Grant. *Communities Putting Prevention to Work	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to
Comments: Staff updated LUP on a Complete Streets workshop that was held in March. Based on existing information, staff has generated a draft "Walkway Facility Inventory" map and a map showing areas where the demand for sidewalks and bicycle lanes is likely to be higher. The focus of the presentation was to provide an update regarding staff's proposal to use CPPW grant resources to create a pedestrian and bicycle plan utilizing SeaTac's existing sidewalk program, as well as new demographic, destination, and bicycle facility data. The City needs to ensure that SeaTac's bike lanes, etc. "match up" with connecting lanes in other jurisdictions, and that regulations and signage be consistent throughout.		
	5. Update on Affordable Housing Targets Related to Countywide Planning Policies.	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to
Comments: Staff provided an explanation of "affordable housing;" explained that addressing current and future affordable housing needs is required by the State GMA and Countywide Planning Policies (CPP); and summarized implications regarding the SeaTac Comprehensive Plan. The City has joined with other South King County cities in requesting that the Growth Management Planning Council (GMPC) revise the affordable housing targets in the CPP and develop new methodology for determining the affordable housing targets. It was suggested that it is important to ensure that everyone involved have the same definition of "affordable housing".		

	6. Briefing/Update on Sound Transit South 200th Street Link.	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to
	<p>Comments: SeaTac and Sound Transit staff provided a summary of potential “theme” options for the S. 200th Street Station; they include Gateway, International, Environment, and In Motion themes. Sound Transit staff recommends the “In Motion” theme as it contains elements from all theme options. Sound Transit staff reviewed pictures illustrating how the “In Motion” theme could be incorporated architecturally into the S. 200th Street Station. Due to the lack of time, LUP Committee members requested that the full Council be briefed and make the final decision on this issue. Further, they requested a copy of the power point presentation.</p>	



Transportation and Public Works Committee Meeting

May 24, 2011

4:00 PM/Airport Conference Room - 345

Present:

Ralph Shape, Chair
Mia Gregerson
Rick Forschler

Present:

X
X
X

Absent:

Commence:

4:07 PM

Adjourn:

5:03 PM

Other Councilmembers present: Mayor Terry Anderson
Staff Coordinator: Tom Gut, Public Works Director

AB #	Topic	Disposition
	1. Presentation by King County Solid Waste Division - <i>Solid Waste Division Director Kevin Kiernan</i>	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to
	<p><i>Comments: Background information on the history of solid waste management in King County was presented. King County looked at options to extend the life of the Cedar Hills disposal facility. Recycling has helped extend the life span of the landfill by approximately 10 years. Cedar Hills is currently projected to be completely filled by 2024. The King County Council is considering an increase in the tipping fee from \$95/ton to \$108/ton. King County is working to improve the Transfer Station System including upgrades to the Bow Lake Transfer Station. Improvements to the Bow Lake Station include a new building, recycling facilities, and processing areas. King County prepared an update to the Comprehensive Solid Waste Plan that will need a super majority approval by the participating cities. The current interlocal agreement is in effect until 2028. However, extending the ILA would allow longer term financing of the Transfer Station System improvements which would be more in line with the anticipated lifespan of the new transfer stations. The Metropolitan Solid Waste Management Advisory Committee (MSWMAC), which SeaTac participates with other cities, is discussion with King County Solid Waste regarding ILA issues.</i></p>	

3331	2. Resolution adopting the 10-year Transportation Improvement Plan (TIP) for 2012-2021	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to 6/28/11 T&PW and RCM
<p>Comments: <i>Each year, local jurisdictions are required to prepare and adopt a Transportation Improvement Program (TIP). A draft version of the 2012-2021 TIP was presented. There was a discussion of funding sources and priorities for the first two years of the program, 2012 and 2013. Staff will solicit and consider input on the draft TIP until the final presentation to the Council at the 6/28/11 RCM.</i></p>		
AB #	Topic	Disposition
	3. Review of guidance principles for City's comments on storm water regulation – Don Robinett (see attachment)	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to Staff to review proposed regulations
<p>Comments: <i>Guidance principles for review and comment on proposed changes to the NPDES Phase II Permit were presented. The City's goal is to encourage compliance with proposed changes to the regulations rather than requiring or mandating compliance. The staff requested the Committee's concurrence with the guidance principles as attached. Currently, the State is seeking comments on Low Impact Development and water monitoring requirements. There will be additional regulations to comment on in the future.</i></p>		
AB #	Topic	Disposition
3332	4. Ordinance authorizing the City Manager to execute an agreement with Charge Northwest for installation of an electric car charging station to be placed at City hall, and authorizing public use of the station without fee and amending the 2011 Annual City Budget – Tom Gut and Pat Patterson	<input checked="" type="checkbox"/> Informational Update <input checked="" type="checkbox"/> Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to 6/14/11 RCM
<p>Comments: <i>A presentation was made regarding installing an electric charging station at City Hall. The City is purchasing an electric vehicle for the fleet. The charging station will be necessary to charge the new electric vehicle and will be available for public use.</i></p>		

**Guidance Principles
for Review and Comment on
Draft NPDES Phase II Permit**

These overarching principles, vetted by T&PW, will guide staff's review and comments on stormwater regulations proposed by state or other agencies.

Guidance Principles

1. Protect the long term sustainability of SeaTac's natural resources in terms of:
 - a. water quality,
 - b. flow control and flooding,
 - c. habitat protection, and
 - d. preservation of recreational uses.
2. Balance environmental protection with fiscal impact to both:
 - a. the public sector (city government and essential utilities), and
 - b. the private sector (business, residential and development communities).
3. Emphasize that the above goals are best accomplished through education, incentives and voluntary compliance, rather than regulatory enforcement.
4. Evaluate feasibility of proposed regulations in terms of:
 - a. legality,
 - b. costs and benefits,
 - c. staffing impacts,
 - d. access to property,
 - e. impact on residents, and
 - f. impacts on business and development communities
5. Address both long term and short term impacts of proposed regulations in terms of:
 - a. implementation,
 - b. education/training, and
 - c. maintenance/repair.

Address both on-site and off-site impacts of proposed regulation.

City of SeaTac

Regular Council Meeting Minutes

May 24, 2011
6:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Regular Meeting was called to order by Mayor Terry Anderson at 6:02 p.m.

COUNCIL PRESENT: Mayor Terry Anderson, Deputy Mayor (DM) Gene Fisher, Councilmembers (CMs) Rick Forschler, Ralph Shape, Pam Fernald and Mia Gregerson. Excused: Anthony (Tony Anderson).

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, Deputy City Clerk Marcia Rugg, Economic Development (ED) Manager Jeff Robinson, Assistant Fire Chief Brian Wiwel, Finance Director Mike McCarty, Facilities Manager Pat Patterson, Community and Economic Development (CED) Director Cindy Baker, Fire Chief Jim Schneider, Police Administrative Captain Annette Louie and Systems Administrator Bart Perman.

FLAG SALUTE: Resident Mel McDonald led the Council, audience and staff in the Pledge of Allegiance.

PUBLIC COMMENTS: There were no public comments.

PRESENTATIONS:

•Key to the City and Certificates of Appreciation to Mel McDonald

Mayor Anderson presented the Key to the City and Certificates of Appreciation for serving on the Human Services Committee and Zoning Code Update Ad Hoc Committee to Mel McDonald.

CMs Shape and Forschler complimented Mr. McDonald for serving on so many committees.

- King County Metro** Service Development Manager Victor Obesco presented an overview regarding the Strategic Plan for Public Transportation 2011-2021. The plan was developed with the Regional Transit Task Force. Their recommendations were issued in the fall of 2010 and have been under consideration of the King County (KC) Council Regional Council Committee and will be voted on by the KC Council. Many of their challenges are meeting travel needs, integrating with other transportations systems, maintaining high customer satisfaction and addressing funding shortfalls.

The new comprehensive plan encompasses a long range policy framework of goals, objectives and strategies. It also includes the 2007 strategic plan with near-term strategies and actions with specific service guidelines.

Mr. Obesco reviewed Metro's vision, service guidelines, and goals for public transportation in respect to the local and regional economy and providing alternatives and additional capacities during peak periods. There are acceptable levels of service qualities that are identified in all corridors. Sound Transit is the primary transportation provider in SeaTac and Metro only parallels these services during peak period times. There are 9 corridors with all day service in two peak commuter routes in which two of those corridors is served by Sound Transit. Of the six corridors that are all day corridors within SeaTac, four of those are currently being underserved. When resources are available, Metro will investigate service levels. Much of the South KC area has underserved corridors. The guidelines will assist in focusing on places to retain service that is most highly used and where people are most dependent upon services even in remote areas with fewer riders.

Upon a question by CM Shape in regards to the South KC decrease in revenues, Mr. Obesco stated that the task force has removed geographic boundaries as factors in evaluating services and revenue decreases, but evaluate service using the service guidelines.

CM Shape stated the task force may include growth. Mr. Victor commented that there will be a county-wide conversation with local cities that would be incorporated into the guidelines for adding service. This is a work program item for the agency to work with Suburban Cities Association (SCA). It is possible there could be another priority that can be identified.

CM Gregerson stated that many areas in Kent have handicapped routes where the productivity levels may not fall within some of the structures resulting in routes to be eliminated. Mr. Viscero stated there is a community access program that works within the interests of local communities that can help provide support in maintaining those vehicles.

PRESENTATIONS (Continued):

King County Metro (Continued):

Upon a question by DM Fisher, Mr. Viscero stated from 2007 through 2008 there was a loss of ridership with slow increases from 2010 to 2011 reflecting the gas prices and higher unemployment rates resulting in affecting future ridership projections. It is also challenging with the decrease of sales tax revenues.

The KC Department of Transportation (DOT) is addressing the implications of a \$20 congestion reduction fee provided under ESSB 5457. The state legislation intend the fee to be a temporary stop-gap tool to preserve service over a two-year period. It is a step to guide Metro’s budget development and assure that Metro can cost effectively manage its services. It will be voted either through a majority of the KC Council or through a county-wide ballot. This would postpone the short-term reductions.

- **Code Red** Assistant Fire Chief Wiwel described in detail how Code Red works and recent testing. Code Red is a reverse 911 system which allows the City to call out to every phone number in the City’s system in the event of various emergencies such as chemical spills, hazardous materials threats, evacuation order, terror threats, bomb threats, nuclear biological threats, and drinking water contamination. The system is capable of dialing over 50,000 phones per hour. The system has been recently split into two different databases to allow citizens to receive only emergency messages or receive general messages. The system has also been upgraded to send emails, text messages, and TDD equipment. The results of the test included 7,500 phones in the system. A test was conducted resulting in 4,800 good working phone numbers. As part of this process it was found that the 911 database which includes all non published numbers in KC had never been added to the system. The data from KC was added to the emergency only numbers. As a result of this, an additional 3,000 numbers were updated with better information and about 7,000 new numbers were added from non-published numbers.

Currently there are about 12,000 in the data base. The system is only as good as the database and the numbers in it. Most of the data information is from the phone company. The easiest way to enroll is to go to the City’s website and click on the Code Red icon to enroll.

CM Forschler commented that the City used the system for notifying citizens about the illegality of fireworks.

DISCUSSION ITEM:

• Summary of \$5,000 - \$35,000 Purchase Requests for the period ended May 20, 2011

City Manager Cutts reviewed the requests:

<u>Item Description</u>	<u>Department</u>	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Estimate</u>
Funding for Small Business Development Center	CED	\$10,000	\$10,000	\$10,000
AR-15 Riles and Optic Scopes (6 of each)	Police	see note in additional information		\$10,000

Council consensus: Referred to the 05/24/11 RCM Consent Agenda

AGENDA BILL PRESENTATIONS:

Agenda Bill #3325 – A Motion approving the low bidder for the re-roofing of the SeaTac Community Center (STCC)

Summary: This Motion would approve the low bidder for re-roofing the original pitched roof sections and replacing the membrane on the flat roof areas of the STCC. The roofing contract also calls for the metal cladding of the upper wood sided areas. The existing roofing on the STCC is nearly 20 years old and is in need of replacing. There are also signs of deterioration in the upper siding. A request for bids to install new 3-tab roofing on the gable roofs and a new PVC membrane on the flat roofs was sent out via the Municipal Research Services Center (MRSC) small works roster on April 1, 2011. The bid request also included an additive alternate for the installation of metal siding over the existing roof. A pre-bid meeting was held on April 12 attended by ten roofing contractors. Bids from five contractors were received on April 19. They are as follows:

	Base bid	Alternate metal siding
Tecta America, Inc.	\$265,796.00	\$16,456.00
Bates Roofing, LLC	\$160,020.00	\$10,980.00
Mike’s Roofing, Inc.	\$146,000.00	\$39,000.00
Pacific Tech Construction, Inc.	\$132,840.00	\$35,000.00
Wright Roofing, Inc.	\$120,400.00	\$11,550.80

AGENDA BILL PRESENTATIONS (Continued):

Agenda Bill #3325 (Continued):

Wright Roofing was the lowest bidder and has been in business for more than 15 years.

The total amount of the contract with sales tax and a 10 percent contingency will be \$158,934.73. There is \$168,260 in the approved 2011 Capital Improvement Program (CIP) program allocated for this project. The roof is in repair and was originally slated to be replaced last year. There are areas on the sloped roofs that are missing material as well as more leaks developing in the flat roof areas. The upper siding is showing holes where the siding is rotting away. Without this replacement the STCC would be subjected to further deterioration possibly penetrating to the substructure.

Some of the roof replacement of the upper siding is rotting and will be clad in metal. After this was presented to the Land Use and Parks (LUP) Committee, it was suggested to do the sloped roofs including the old and the new in metal. Mr. Patterson compared costs differences between metal and 3-tab roofing. Metal roofing costs is much higher, but is offset by lasting about 34 years. There is also laminate roofing which has been recently upgraded to a 50 year warranty. The metal roof is \$117,000 additional to do the slope and metal roofs, versus \$29,000 for laminated shingles.

Facilities Manager Patterson reviewed the agenda bill summary.

Council discussion ensued regarding the differences in the roofing types and costs.

Council consensus: Referred to the 05/24/11 RCM Consent Agenda

Agenda Bill #3326 – An Ordinance amending the 2011 Annual City Budget for corrections to the 2010 carryovers

Summary: This Ordinance amends the 2011 Annual City Budget to correct the 2010 carryovers budget amendment adopted by the City Council in February 2011. Two additional items have been identified that were inadvertently left off the list of items included in the 2010 carryovers budget amendment. Ordinance 11-1003, adopted on February 22, 2011, amended the 2011 Annual City Budget and carried over appropriations included in the 2010 Budget that were not completed in 2010. Two additional items detailed below have been identified as having been inadvertently left off the list of carryovers. This budget amendment is necessary to increase the 2011 amount in the appropriate line items to provide appropriation authority in the 2011 Budget for these items.

The two proposed corrections are as follows:

1. Professional Services in the CED Department in the General Fund #001. This request is to carry over the remaining \$27,470 from the 2010 Budget to pay for expert services for the Zoning Code Update, expert services related to the maintenance of the wetland at Cedarbrook Lodge (a City responsible function pursuant to the Development Agreement [DA]), and geotechnical, biological and other similar experts to support development reviews.
2. Judgments, Damages and Settlements in the Street Fund #102. This request is to carry over the remaining \$34,782 for expenditures related to repairs to City property damaged in automobile accidents. No appropriation was provided for in the 2011 Budget for these types of repair expenditures. \$14,584 was paid in March 2011 for an emergency retaining wall repair and new barrier system to help protect the wall from future impacts from vehicles. It is estimated that an additional \$15,000 to \$19,000 will be needed to repair City property damaged by automobiles during the remainder of 2011.

This Ordinance increases the appropriations in the General Fund #001 by \$27,470 and in the Street Fund #102 by \$34,782, for a total budget increase in the amount of \$62,252 for the two funds, but it will not have any effect on the year-end fund balance for 2011. These expenditures were included in the calculation of the January 1, 2011 fund balance projections when the 2011 Budget was being developed. This amendment simply allows these expenditures to occur in the current fiscal year instead of 2010.

Finance Director McCarty reviewed the agenda bill summary.

Council consensus: Referred to the 05/24/11 RCM Consent Agenda

Agenda Bill #3318 – A Motion authorizing the City Manager to approve purchase of network hardware

Summary: When the City moved City Hall to its current location in 2002, it purchased networking hardware to support its voice/data network. This equipment has not been upgraded/replaced since that time. Most of the equipment has reached its end of service life. The following equipment is now obsolete and needs to be replaced:

AGENDA BILL PRESENTATIONS (Continued):

Agenda Bill #3318 (Continued):

(1) Remote site network switches - these switches connect remote sites, as well as the first floor of City Hall, to our main datacenter at City Hall. Many of these have reached the end of their support life and the remaining switches will reach the end of support life in May 2011; (2) The core switch in the City's datacenter reached the end of its service life in May 2010. As part of the replacement, some components will be upgraded to allow greater connectivity speed between City Hall and Fire Station 46 which will serve as the City's Emergency Coordination Center (ECC) and potential disaster recovery site.

As part of the 2011-2016 CIP, the 2011 Annual City budget includes \$53,000 for Remote Site Switches and \$18,000 for the City Hall core switch. When the quote for the core switch was obtained, the City was only going to replace the switch chassis and continue to use the existing line cards. These line cards will reach the end of service in January of 2012. Due to the end of service on these line cards, and changes in the technology since the time the original estimate was made, some of the existing equipment cannot be re-used as previously planned. This increased the cost of the remote switches by \$5,059.91 and the cost of the core switch by \$26,536.39. Part of this difference is made up by the trade-in value of our existing equipment and the remainder will be made up with savings from items that were purchased under budget or will not be purchased in 2011.

Systems Administrator Perman reviewed the agenda bill summary

CM Forschler stated that the Administration and Finance (A&F) Committee recommended this item for approval.

Council consensus: Referred to the 05/24/11 RCM Consent Agenda

Agenda Bill #3329 – A Motion authorizing the City Manager to enter into a lease agreement for the Refugee Women's Alliance (REWA)

Summary: REWA has been a tenant in the SeaTac Center since March 2000 with an initial five-year term. Their most current lease expired in March 2010. Since that time REWA has been under a month-to-month lease. REWA requested a new lease agreement for a three-year term with an option for an additional three years. The new lease will begin at the current monthly rate of \$3,750 plus triple net charges and will stay constant over the initial three-year term. The tenant is not requesting any improvements to the space. The rate for the option period will be negotiated at market rate, projected to be approximately \$4,031 monthly, plus triple net charges.

The total revenue generated by the three-year lease is \$196,332 including projected triple net charges. The total projected revenue for the three-year option period is \$211,167 including triple net charges. The total projected revenue for the six-year period is \$407,499.

ED Manager Robinson reviewed the agenda bill summary.

ED Robinson stated the A&F Committee recommended this item for approval. Since that meeting, REWA has requested minor tenant improvements. The painting was \$3,400 and carpet approximately \$13,000.

DM Fisher stated the cosmetic improvements should be done at the end of the three-year lease.

Council consensus: Referred to the 05/24/11 RCM Consent Agenda

Agenda Bill #3334 – A Motion authorizing the City Manager to execute a six month extension with the Andover Company to provide property leasing and representation at the SeaTac Center

Summary: This Motion would allow the contracting for full-service commercial brokerage and leasing services at the SeaTac Center. Services include, but are not limited to: Property Tours; Transaction Facilitation; Marketing Coordination and Development of Marketing Materials; Market Analysis; Project Coordination; and Administrative Support.

Andover was initially selected after an analysis of costs, services, and the hands-on experience of the leasing agents with the SeaTac Center property and current tenants. The offices of the company are also in the closest proximity to the SeaTac Center and the lead brokers have a list of prospective interested tenants retained from their prior work with Collier's International which previously represented the prior owners of the property.

The projected and estimated operating budget for the property can accommodate this expense, without any impact to the City's General Fund. The actual cost of the service is dependent upon the lease rate and terms and is based on a percentage thereof.

ED Manager Robinson reviewed the agenda bill summary.

AGENDA BILL PRESENTATIONS (Continued):

Agenda Bill #3334 (Continued):

ED Robinson stated the A&F Committee recommended this item for approval.

DM Fisher stated the City should be looking at other tenants.

Upon a question from CM Shape if it was customary to do only six month lease extension, ED Manager Robinson stated the Motion could be extended for a year. The City wanted to make sure of being comfortable with and satisfied with the services they were going to provide.

Council consensus: Referred to the 05/24/11 RCM Consent Agenda

CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 94004 – 94227) in the amount of \$434,621.41 for the period ended May 20, 2011.
- **Approval of payroll vouchers** (check nos. 49733 – 49769) in the amount of \$165,915.69 for the period ended May 15, 2011.
- **Approval of payroll electronic fund transfers** (check nos. 68303 - 68475) in the amount of \$331,046.00 for the period ended May 15, 2011.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$65,749.80 for the period ended May 15, 2011.
- **Summary of \$5,000 - \$35,000 Purchase Requests** for the period ended May 20, 2011.

Approval of Council Meeting Minutes:

- **Council Workshop** held April 15, 2011.
- **Council Workshop** held April 26, 2011.
- **Administration and Finance Committee Meeting** held May 10, 2011.
- **Regular Council Meeting** held May 10, 2011.

Agenda Items reviewed under Agenda Bill Presentations recommended for placement on this Consent Agenda:

Agenda Bill #3325; Motion approving the low bidder for the re-roofing of the SeaTac Community Center (STCC)

Agenda Bill #3326; Ordinance #11-1009 amending the 2011 Annual City Budget for corrections to the 2010 carryover

Agenda Bill #3318; Motion authorizing the City Manager to approve purchase of network hardware

Agenda Bill #3329; Motion authorizing the City Manager to enter into a lease agreement for the Refugee Women's Alliance (REWA)

Agenda Bill #3334; Motion authorizing the City Manager to execute a six month extension with the Andover Company to provide property leasing and representation at the SeaTac Center

MOVED BY FORSCHLER, SECONDED BY GREGERSON TO ACCEPT THE CONSENT AGENDA AS PRESENTED.*

PUBLIC COMMENTS There were no public comments.

*MOTION CARRIED UNANIMOUSLY.

PUBLIC COMMENTS: There were no public comments.

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) May 30 - City Hall will be closed in observance of Memorial Day; (2) June 11 and 12, 9 a.m. – 5 p.m. - Council Retreat in the Council Chambers; and (3) May 27 – June 6 he will be on vacation and Public Works (PW) Director Gut will serve as Acting City Manager.

COUNCIL COMMENTS:

CM Gregerson commented on the following: (1) recommends supporting the KC ESSB 5457; (2) attended lunch for the Woman of Empowerment with Captain Louie speaking; and (3) thanked Council for allowing her to attend a Food Policy Conference.

CM Fernald commented on the IAFF contract that was presented and approved at the May 10, 2011 RCM. She recommended that when the next contract is being reviewed Council to consider the following: level of service, comparable cities, state legislation, and volunteer firefighters.

CM Forschler commented on how to incorporate ED into a committee structure. City Manager Cutts stated that this issue will be brought up at the June retreat in respect to the committees and also through polling how other cities incorporate ED.

CM Shape commented on the South County Area Transportation Board (SCATBd) meeting. There was a briefing from Sound Transit and Metro Transit. This information is available in the Mayor/Council library. The only item that wasn't discussed was the update on the Transportation Improvement Board funded by part of the state gas tax which is distributed by cities that apply for those funds based upon their projects. The application is this year and due by August 31. All the projects must contain sustainability to be eligible.

Mayor T. Anderson commented that there are other businesses in SeaTac that are not necessarily covered under Hotel/Motel (H/M) Committee.

EXECUTIVE SESSION: There was no Executive Session.

ADJOURNMENT:

MOVED BY SHAPE, SECONDED BY FORSCHLER TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 7:30 P.M.

MOTION CARRIED UNANIMOUSLY.

Terry Anderson, Mayor

Marcia Rugg, Deputy City Clerk